

# CITY OF BILLINGS

## CITY OF BILLINGS VISION STATEMENT:

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

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### AGENDA

**COUNCIL CHAMBERS**

**May 23, 2011**

**6:30 P.M.**

**CALL TO ORDER – Mayor Hanel**

**PLEDGE OF ALLEGIANCE – Mayor Hanel**

**INVOCATION – Councilmember Ruegamer**

**ROLL CALL**

**MINUTES: May 9, 2011**

**COURTESIES**

**PROCLAMATIONS - Public Service Recognition Week, May 1-7, 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.)

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

**A. Bid Awards:**

- 1. W.O. 11-01, Water Main Replacement Projects** (Opened 5/10/11); Schedule 1 - Recommend Western Municipal; \$2,294,378; Schedule 2A, 2B, 2C - Recommend COP Construction; \$1,842,932.
- 2. W.O. 11-03, Street Maintenance Program, City Crack Seal .** (Opened 5/10/11). Recommend Knife River; \$486,075.70.

- B. Approval of Commercial Terminal Building Lease** with HK Partnership and ATM Sales and Solutions for placement, operation, and service of two ATMs in the Airport Terminal Building (6/1/2011 - 5/31/2014 with automatic renewal on anniversary date for additional one-year period); no anticipated revenue.
- C. Approval of Agreements** satisfying conditions of the property purchase agreement with Zootist Hospitality for Lots 8-12, Block 109, Original Town of Billings.
- D. Amendment #1, W.O. 09-11 Rimrock Road, 17th Street West to Forsythia Boulevard**, Professional Services Contract, Kadrmars, Lee & Jackson, \$207,824.
- E. Property Exchange Agreement** between City of Billings and Billings Clinic for city right-of-way on North 28th Street and 9th Avenue North in exchange for Billings Clinic property located at 640 N. Broadway and 8.8 lots along 6th Avenue North between North 29th Street and Broadway.
- F. Acknowledge receipt of petition to vacate** 9th Avenue North between North 28th Street and North 29th Street; North 28th Street between 7th Avenue North and 9th Avenue North; and the south half of North 28th Street between 10th Avenue North and 11th Avenue North; Billings Clinic, petitioner; and set a public hearing date of June 13, 2011.
- G. Acceptance of Warranty Deed** for Lot 5A, Block 1, of Amended Plat of Long Subdivision, from Yellowstone County, \$512,797.50, for Shiloh Conservation Area.
- H. Street Closures:**
- 1. Downtown Billings Association Second Annual Bike Race. Bicycle Race :** June 21, 2011, from 3:30 pm to 11:00 pm - N. Broadway between 1st and 3rd Avenues North; 2nd Avenue North between 30th and Broadway; and the south lane of 3rd Avenue North between 28th and 29th.
  - 2. Alberta Bair Theater Wild West Soiree ;** June 25, 2011; 6:00 am to 12:00 midnight; Skypoint - 2nd Avenue North between the alley west of North 27th Street to North 29th Street and North Broadway from 1st Avenue North to 3rd Avenue North.
  - 3. Downtown Billings Association Events:**
    - Alive After 5, 6/2/11, 3 p.m. to 9 p.m., N. 26th between 4th Avenue North and 6th Avenue North;
    - Alive After 5, 6/9/11, 3 p.m. to 9 p.m., N. 23rd between Montana Avenue and 1st Avenue North;
    - Alive After 5, 6/16/2011, 3 p.m. to 9 p.m., N. 28th from 2nd to 3rd Avenues North;
    - Alive After 5, 6/23/2011, 3 p.m. to 9 p.m., N. 25th between Montana Avenue and 1st Avenue North;
    - Alive After 5, 6/30/2011, 3 p.m. to 9 p.m., N. 28th from 1st to 2nd Avenues North;

- Alive After 5, 7/7/2011, 3 p.m. to 9 p.m., N. 24th between 3rd and 4th Avenues North;
- Alive After 5, 7/14/2011, 3 p.m. to 9 p.m., N. 24th between Montana Avenue and 1st Avenue North;
- Alive After 5, 7/28/2011, 3 p.m. to 9 p.m., N. 29th between Montana Avenue and 1st Avenue North;
- Alive After 5, 8/4/2011, 3 p.m. to 9 p.m., N. 30th between 1st and 2nd Avenues North;
- Alive After 5, 8/18/2011, 3 p.m. to 10 p.m., N. 31st between 4th and 6th Avenues North;
- Alive After 5, 8/25/2011, 3 p.m. to 10 p.m., N. 16th between 3rd and 4th Avenues North;
- Strawberry Festival, 6/11/2011, 3 a.m. to 7 p.m., N. 28th Street from 1st Avenue North to 3rd Avenue North, 2nd Avenue North from the alley west of N. 27th Street to N. 30th Street, N. 29th Street from 1st Avenue North to 3rd Avenue North;
- Harvestfest, 10/8/2011 or 10/15/2011 (rain date), 6 a.m. to 5 p.m., North 28th from 1st Avenue North to 3rd Avenue North, 2nd Avenue North from the alley west of N. 27th Street to N. 29th Street;
- Holiday Parade, 11/25/11, 7 p.m., standard parade route;
- Christmas Stroll, 12/2/2011, 4 p.m. to 9:30 p.m., North 28th Street from 1st Avenue North to 3rd Avenue North, 2nd Avenue North from the alley east of N. 27th Street to N. 29th Street.

**4. Native American Development Corporation Basketball Tournament;** 6/4 & 6/5/2011; 5:30 a.m. to 8:00 p.m. each day; N. 28th from 1st Ave. N. to 3rd Ave. N.; 2nd Ave. N. from the alley east of N. 28th to the alley west of N. 29th; and N. 29th from 1st Ave. N. to 3rd Ave. N.

**5. Dert Jerks Bike Club Barbecue ;** May 28, 2011, 6:00 p.m. to 10:30 p.m.; North Broadway between 2nd Avenue North and 3rd Avenue North.

**I. Acceptance of Donation** from Billings Police Foundation to Police Department for purchase of safety vests for Volunteer Bicycle Patrol Unit, \$1,000.

**J. Grant Application Request** to submit Recreational Trail Grant application for up to \$45,000 to help fund trail connection to Will James Middle School.

**K. Resolution of Intent** to create SILMD 309, Rimrock Road from Stanford to Forsythia Boulevard, and set a public hearing date for June 13, 2011.

**L. Bills and Payroll:**

1. April 22, 2011

2. April 29, 2011

**REGULAR AGENDA:**

2. **VARIANCE #OP-11-01 (Delayed from 4/25/2011):** A variance from the Site Development Ordinance, Section 6-1203, regarding off-street parking requirements for property located at 3212 1st Avenue South. Yellowstone Boys and Girls Ranch, owner. Staff recommends conditional approval. (Action: approval or disapproval of staff recommendation.)
3. **PUBLIC HEARING AND RESOLUTION** adopting Water and Wastewater Rate and Fee Schedule effective July 1, 2011. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
4. **PUBLIC HEARING AND RESOLUTION** revising the Annexation Policy and **RESOLUTION** revising the Limits of Annexation Map. Annexation Committee recommends approval. (Action: approval or disapproval of Annexation Committee's recommendation.)
5. **PUBLIC HEARING AND FIRST READING ORDINANCE** amending the Billings City Code by updating Section 20-300 and Section 26-203 to reference the City Annexation Policy instead of the Urban Planning Area. Annexation Committee recommends approval. (Action: approval or disapproval of Annexation Committee recommendation.)

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

## **COUNCIL INITIATIVES**

## **ADJOURN**

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

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

**Regular City Council Meeting**

**Date: 05/23/2011**

**TITLE:** W.O. 11-01 Water Main Replacement Projects, Contract Award

**PRESENTED BY:** David Mumford

**Department:** Public Works

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**Information**

**PROBLEM/ISSUE STATEMENT**

The City Council is asked to consider authorizing construction contracts for Schedules 1 and 2 of W.O. 11-01, Water Main Replacement Projects. Schedule 1 work will take place in 4th Avenue North between North 18th and North 28th Street and will install approximately 2,130 feet of 24-inch and 1,580 feet of 16-inch water main. Schedule 2 replacement work will occur in North 33rd, 34th and 35th Street between Montana Avenue and Division Street. Schedule 2 bid alternates include work in 1st and 2nd Avenue North between North 33rd and Division Street. Schedule 2 work will install approximately 6,100 feet of 12-inch water main.

**ALTERNATIVES ANALYZED**

The Council may:

- Award construction contracts to Western Municipal Construction for Schedule 1 and COP Construction for Schedule 2.
- Reject all bids and do not award construction contracts on Schedules 1 and 2.

**FINANCIAL IMPACT**

Bids were opened on May 10, 2011 for W.O. 11-01 with the results listed below:

**Schedule 1 - 4th Avenue North Water Main Replacement**

Open Cut

Engineer's Estimate: \$2,324,207.00  
Western Municipal Construction: \$2,294,378.00  
COP Construction LLC: \$2,338,652.00  
Ahanu Construction Inc.: \$2,654,097.50

Trenchless Alternate

Engineer's Estimate: \$2,096,776.00  
Western Municipal Construction: No Bid  
COP Construction LLC: No Bid  
Ahanu Construction Inc.: No Bid

**Schedule 2 - Division Street/Montana Avenue Triangle Area Water Main Replacement**

SCH 2A--North 33rd, 34th, and 35th Street Replacement

Engineer's Estimate: \$1,476,261.00  
Western Municipal Construction: \$1,437,800.00  
COP Construction LLC: \$1,434,609.00  
Ahanu Construction Inc.: \$1,878,226.00

SCH 2B--1st Avenue North Replacement Alternates

• Open Cut

Engineer's Estimate: \$300,205.00

Western Municipal Construction: \$247,841.50

COP Construction LLC: \$224,186.00

Ahanu Construction Inc.: \$315,777.50

• Trenchless PVC

Engineer's Estimate: \$239,320.00

Western Municipal Construction: No Bid

COP Construction LLC: No Bid

Ahanu Construction Inc.: No Bid

• Trenchless Ductile Iron

Engineer's Estimate: \$254,386.00

Western Municipal Construction: No Bid

COP Construction LLC: No Bid

Ahanu Construction Inc.: No Bid

SCH 2C--2nd Avenue North Replacement Alternate

• Open Cut

Engineer's Estimate: \$231,785.00

Western Municipal Construction: \$224,736.00

COP Construction LLC: \$184,137.00

Ahanu Construction Inc.: \$255,920.00

Low Bid--Schedule 1 to Western Municipal Construction: \$2,294,378.00

Low Bid--Schedules 2A (\$1,434,609.00), 2B (\$224,186.00) and 2C (\$184,137.00) to COP Construction LLC: \$1,842,932.00

This project will utilize Water Funds budgeted in FY 11.

**RECOMMENDATION**

Staff recommends that Council approve a construction contract for Schedule 1 of W.O. 11-01 for Western Municipal Construction in the amount of \$2,294,378.00. Staff recommends that Council approve a construction contract for Schedule 2A, 2B and 2C for COP Construction LLC in the amount of \$1,842,932.00.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Date: 05/23/2011**

**TITLE:** WO 11-03 2011 Street Maintenance City Chip Seal Bid Award

**PRESENTED BY:** David Mumford

**Department:** Public Works

**Information**

**PROBLEM/ISSUE STATEMENT**

Bids were received on May 10 for the 2011 Street Maintenance Program, City Chip Seal. This contract is one part of the on-going Street Preventative Maintenance Program supported by the City Council since 1985. The program is split into three separate contracts; chip seal resurfacing, overlay resurfacing, and the crack seal. This contract will provide a chip seal on approximately 11 miles of various streets throughout the City.

**ALTERNATIVES ANALYZED**

The Council may:

- Award Work Order 11-03, 2011 Street Maintenance Program, City Chip Seal, to Knife River in the amount of \$486,075.70; or
- Reject all bids and not award Work 11-03, 2011 Street Maintenance Program, City Chip Seal.

**FINANCIAL IMPACT**

Funding for the 2011 Street Maintenance Program, City Chip Seal, will be provided from FY12 Gas Tax funds. The City received two bids for this project as follows:

WO 11-03 City Chip Seal Bids

Contractor	Base Bid Amount	Alternate Bid Amount	Total Amount
Engineer's Estimate	\$474,893.48	\$246,133.62	\$721,027.10
Knife River	\$486,075.70	\$269,932.18	\$756,007.88
Hardrives	\$582,477.00	\$331,550.00	\$913,997.00

The budget is only sufficient to award the base bid at this time.

**RECOMMENDATION**

Staff recommends that Council approve the Base Bid construction contract for the Street Chip Seal Maintenance Project with Knife River in the amount of \$486,075.70.

**APPROVED BY CITY ADMINISTRATOR**

**Regular City Council Meeting**

**Date: 05/23/2011**

**TITLE:** Commercial Terminal Building Lease with HK Partnership and ATM Sales and Solutions for Automated Teller Machines

**PRESENTED BY:** Tom Binford

**Department:** Airport

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**Information**

**PROBLEM/ISSUE STATEMENT**

In 1995, the City entered into an ATM Lease with First Interstate Bank to have an ATM put in place at the Airport. Prior to the placement of the ATM, staff constantly received complaints from the traveling public about not being able to use an ATM to get money before leaving on a trip once they arrived at the Airport. Until 9-11, the one ATM was adequate, as people were allowed through screening to go up on the concourse to use the ATM. Since that time, only ticketed passengers are allowed through screening, and once a traveler leaves the concourse, the traveler cannot easily get back to go to the ATM on the concourse level. First Interstate Bank approached staff and offered to place a second ATM in the lobby area of the Terminal Building. In 2002, the City entered into a new ATM Lease that permitted First Interstate Bank to place a second ATM in the Terminal Building. The term of this Lease was for three years, and then would automatically renew year-by-year until terminated by either party.

First Interstate Bank has begun contracting with third parties to provide its ATMs at various locations, rather than owning, operating, and maintaining its own ATM equipment. First Interstate Bank approached staff about assigning its ATM Lease to HK Partnership and ATM Sales and Solutions, the ATM providers the Bank currently works with. After reviewing the 2002 Lease, staff determined it would be better to terminate the 2002 Lease with First Interstate Bank and replace it with a new lease with HK Partnership and ATM Sales and Solutions to incorporate updated language regarding Terminal Building use, insurance requirements, advertising, etc. The new Lease will allow First Interstate Bank to continue to have its nameplate on the ATMs, per its agreement with HK Partnership and ATM Sales and Solutions. Additionally, under the new Lease, HK Partnership and ATM Sales and Solutions propose to replace the existing ATM equipment with updated equipment. The initial term of the new Lease will commence June 1, 2011 and terminate on May 31, 2014, and will automatically renew on each anniversary date for an additional one-year period.

**ALTERNATIVES ANALYZED**

The City Council may:

- Approve the Commercial Terminal Building Lease for ATMs with HK Partnership and ATM Sales and Solutions; or
- Not approve the Commercial Terminal Building Lease for ATMs with HK Partnership and ATM Sales and Solutions.

**FINANCIAL IMPACT**

Although the new Lease has provisions whereby the City would be compensated if enough ATM transactions occur each month, based on past ATM transactional history, staff does not anticipate receiving much, if any, revenue from the placement of these ATMs. Having the ATMs located on each level of the Terminal Building is primarily a customer convenience.

**RECOMMENDATION**

Staff recommends the City Council approve the Commercial Terminal Building Lease with HK Partnership and ATM Sales and Solutions for the placement, operation, and service of two ATMs in the Airport Terminal Building.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

ATM Lease

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COMMERCIAL TERMINAL BUILDING LEASE

FOR AUTOMATED TELLER MACHINES

THIS LEASE, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by

and between the following:

CITY OF BILLINGS, MONTANA, hereinafter  
designated "Lessor"

and

HK PARTNERSHIP AND ATM SALES AND SOLUTIONS,  
hereinafter designated "Lessee"

W I T N E S S E T H

RECITALS

- 1) Lessor owns and operates BILLINGS LOGAN INTERNATIONAL AIRPORT (hereinafter called the Airport) situated in the City of Billings, Montana, and
- 2) Lessor deems it advantageous to itself and the operation of the Airport to lease to the Lessee Terminal Building space hereinafter described together with certain privileges, rights, uses and interests, and
- 3) Lessee, a service provider wishing to engage in certain commercial activities, proposes to lease on a net basis from Lessor said Terminal Building space and to avail itself of the same privileges, rights, uses, and interests contemplated herein, and
- 4) Lessee has indicated a willingness and ability to properly keep, maintain, and improve said Terminal Building space in accordance with standards established by Lessor.

NOW THEREFORE, the Parties hereto covenant and agree as follows:

ARTICLE I

PREMISES AND PRIVILEGES

A. Description of the Premises. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor that certain Terminal Building space, together with improvements (hereinafter called the premises), for its use and specifically described as:

Approximately a two-foot by three-foot (2' x 3') area of floor space at two (2) locations in the Terminal Building; the first location to be on the main floor of the Terminal, the second location to be on the second floor concourse level of the Terminal Building.

B. General Privileges, Uses, and Rights. Lessor hereby grants to Lessee the following general privileges, uses, and rights, all of which shall be subject to the terms, conditions and covenants herein set forth. Said rights shall be subject to such Federal, State, or Local ordinances, rules or regulations as now or may hereafter have application at the Airport.

1) The general unrestricted use of all public Airport facilities and improvements, which are now or may hereafter be connected with or appurtenant to said Airport, except as hereinafter provided, to be used by Lessee for commercial activities as herein defined. For the purpose of this Lease, public airport facilities shall include all roadways, sidewalks, terminal facilities, or other public facilities appurtenant to said Airport.

2) The right of ingress to and egress from the premises over and across public roadways serving the Airport for Lessee, Lessee's agents, employees, patrons and invitees, suppliers of service and furnishers of material.

C. Specific Privileges, Uses, and Rights. In addition to the general privileges, uses, and rights described above and without limiting the generality thereof, Lessor hereby grants to Lessee the right to engage in commercial activities on the premises as defined in subparagraphs 1 through 4 below, subject to the conditions and covenants hereafter set out:

1) The operation and maintenance of Lessee owned Automated Teller Machines (ATMs) on the premises, which shall dispense cash, perform transfers, and respond to balance inquiries.

2) Lessee may remove a particular ATM from the premises if the number of ATM Transactions (excluding balance inquiries, and hereinafter referred to as "Transactions") does not average at least one thousand (1,000) per month during the previous year. Lessee shall give Lessor ninety (90) days written notice prior to removal of an ATM.

3) Lessee shall use its best efforts to have the ATMs continuously operational during the hours of the day the Terminal Building is open to the public for business.

4) The aforementioned rights shall apply to the persons, firms, or corporations having actual possession and occupancy of the premises described herein, and the agents, employees, and invitees of such persons, firms, or corporations.

D. Concessions Excluded. The following concessions and services and the establishment thereof shall be specifically excluded from this Lease:

1) Equipment rental services.

2) For hire display advertising. This exclusion does not include specific branding or logos for banks with which the Lessee has either a contract or other affiliation concerning ATM service.

E. Reservation of Right-of-Way. Lessor hereby reserves a right-of-way easement for access purposes over the above described leasehold for access purposes. Said reserved right-of-way may be used by Lessor and all of Lessor's representatives, agents, and employees.

F. Depreciation and Investment Credit. Neither Lessee nor any successor of Lessee under this Lease may claim depreciation or an investment credit with respect to the premises under the Internal Revenue Code of 1986, as amended. Lessee hereby makes an irrevocable election binding on it and its successors in interest under this Lease, not to claim such depreciation or investment credit with respect to the premises.

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

## ARTICLE II

### TERM OF LEASE

A. Term. The term of this Lease shall be for a period of three (3) years, commencing on the 1st day of June 2011, and terminating on the 31st day of May 2014.

B. Annual Renewal. This Lease shall renew automatically for successive one-year periods, provided either party may terminate this Lease by providing ninety (90) days advance written notice to the other.

C. National Emergency. In the event the rights and privileges hereunder are suspended by reason of war or other national emergency, the term of this Lease shall be extended by the amount of the period of such suspension.

### ARTICLE III

#### RENTAL AND FEES

A. Rental. For the premises described in Article I, Paragraph A, Lessee shall pay to Lessor each month \$0.01 for each Transaction (net of balance inquiries) at the ATMs. Rent shall be payable on or before the tenth (10th) day of the following month.

B. Interest Penalty. Without waiving any other right or action available to the Lessor, in the event of default in the payment of Lease rentals herein, or any other rentals, fees, or charges owed Lessor, the amount due shall accrue interest at the rate of one and one-half percent (1.5%) per month from the date such rentals, fees, or charges were due and payable, until paid in full. Said interest shall not apply with respect to items being contested in good faith by Lessee and which are resolved in Lessee's favor.

### ARTICLE IV

#### OBLIGATIONS OF LESSOR

A. Lessor Warranties. Lessor warrants all things have happened and have been done to make its granting of said Lease effective and that Lessee shall have peaceful possession and

quiet enjoyment of the leased premises during the term hereof, upon performance of Lessee's covenants herein.

B. Operation as Public Airport. Lessor shall during the term hereof, operate and maintain the Airport and its public facilities, as defined hereinabove, as a public airport consistent with and pursuant to the sponsor's assurances given by Lessor to the United States Government under the Federal Airport Act.

C. Condition and Maintenance of Premises. Lessor shall maintain the premises in the same condition as the surrounding Terminal Building space. Lessor shall maintain all existing roads on the Airport giving access to the leased premises. Lessor will not maintain Lessee's equipment, which shall be the sole responsibility of the Lessee.

## ARTICLE V

### OBLIGATIONS OF LESSEE

A. Condition of Premises. It shall be the sole responsibility of the Lessee to develop, keep, maintain, and operate the entirety of the premises and all improvements placed thereon at Lessee's sole cost and expense. Lessee accepts the premises in its present condition and will repair and maintain any installations thereon except as provided in Article IV, Paragraphs B.-C., and will remove or cause to be removed any debris to the extent required for its continuing use thereof. The Lessee will repair and pay for any City owned property damaged or destroyed through the use, negligence or wrongful conduct of the Lessee and Lessee's representatives, agents, and employees.

B. Improvements. Lessee shall have the right to and shall provide for the construction, alteration, and maintenance of its own improvements, in any lawful manner, upon or in

the premises, for the purpose of carrying out any of the activities provided for herein, but shall obtain the prior written approval of Lessor for any such construction or alteration activities, which approval shall not be unreasonably withheld.

C. ATMs located in Secured Areas. All technicians or ATM maintenance staff that will be required to access or service any ATM located in a secured area of the Airport, shall meet all security requirements in effect at the Airport prior to servicing or maintaining an ATM. Security, access, and badge requirements are available through the Airport Police Office located in Room 210 of the Airport Terminal Building. Airport Police Office hours are 8:00 a.m. to Noon, and 1:00 p.m. to 5:00 p.m., Monday through Friday.

D. Maintenance. Lessee shall, at its sole cost and expense, maintain the premises, improvements, and appurtenances thereto in a presentable condition free of refuse and debris consistent with good business practice, and install and maintain the ATMs in an attractive manner and good state of repair. Lessee shall have the right to install, maintain, and repair utility and/or communication lines in the premises as may be necessary for the proper operation of the ATMs; however, Lessor shall have the right to approve the location and specifications of such lines prior to installation. Lessor agrees that it may not move or relocate the ATMs from their original location, without having received prior written permission from the Lessee, which permission shall not be unreasonably withheld. Lessor agrees that the costs associated with any relocation of the ATMs, made at its request, will be at the Lessor's expense.

E. Service. Lessee represents and warrants that the operation of the ATMs is constantly monitored and that if the ATMs fail to perform, that a service representative(s) will be sent,

without notice from the Lessor, to promptly correct such malfunction. The service representative(s) shall identify themselves to a representative of the Lessee prior to any maintenance/service work being commenced. Lessee shall be solely responsible for the cleaning and servicing of the ATMs and shall provide all currency necessary for proper operation of the ATMs.

F. Utilities. Lessee shall pay for electrical hook-up of the ATMs, any exterior signs, and illumination. After initial hook-up, the Lessor shall provide for electrical utilities to point of outlet presently existing in the premises, and heating and air conditioning of the premises. Additional electrical outlets, telephone lines, cable, and other communication or data service shall be the responsibility of Lessee.

G. Signs. Any signs or other advertising in the Airport Terminal Building shall be reviewed and receive prior written approval from Lessor prior to installation or placement. Lessee may affix to the ATMs informational signs concerning the operation of the ATMs.

H. Permits. Lessee shall obtain all permits, licenses, certificates, or other authorization required in connection with the use of the ATMs and the premises.

I. Monthly Activity Reports. On or before the tenth (10th) day of each month, Lessee shall provide Lessor an accurate report of Transaction activity at the Airport certifying the number of Transactions made during the preceding month, and submit Transaction Rent, if such is due, as provided in Article III, Paragraph A. Lessor reserves the right to make a special audit of Lessee's books and records of Transactions at the premises. If a discrepancy is found in the number of Transactions, an adjustment shall promptly be made in the Transaction Rent payment and Lessee shall

pay Lessor's costs with respect to such audit. Lessor shall have the right to audit Lessee's books and records for a period of six (6) months after receipt of each monthly Transaction report.

J. Books and Records. Lessee agrees that it shall keep accurate books and records of all Transactions conducted on the premises, in accordance with generally accepted accounting principles and banking methods and shall make such records available to Lessor at Lessee's main office.

K. Federal, State, and Local Regulations. Lessee acknowledges that the right to use said Airport facilities in common with others authorized to do so shall be exercised subject to and in accordance with the laws of the United States of America, the State of Montana, and the City of Billings. All rules and regulations, and ordinances of Lessor now in force or hereafter prescribed or promulgated by authority or by law shall be closely observed during the full term of this Lease.

L. Hazardous Substances. Lessee assumes full responsibility for the proper and legal use, handling, storage, and disposal of any hazardous substances used or consumed in the conduct of its business. "Hazardous substance" shall be interpreted broadly to mean any substance or toxic material, hazardous or toxic or radioactive substance, or other similar term by any Federal, State or Local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. Lessee will hold Lessor harmless from and indemnify Lessor against and from any damage, loss, expenses, or liability resulting from any breach of this representations and warranty including all attorneys' fees and costs incurred as a result thereof.

## ARTICLE VI

### INSURANCE AND INDEMNIFICATION

A. Indemnification. Lessor shall stand indemnified by Lessee as herein provided.

It is expressly understood and agreed that Lessee is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions and that Lessor shall in no way be responsible therefore. It is further agreed that in the use of the Airport, in the construction, alteration, or maintenance of any improvements thereon, and in the exercise or enjoyment of the privileges herein granted, Lessee shall indemnify and save harmless the Lessor from any and all losses or claims that may result to the Lessor because of any negligence, act or omission on the part of the Lessee, and shall indemnify Lessor against any and all mechanic's and materialmen's liens or any other types of liens or encumbrances imposed upon the premises resulting from Lessee's use and occupancy of the premises. The obligations of the Lessee hereunder arising by reason of any such occurrence taking place while this Lease is in effect, shall survive any termination of this Lease.

Lessee expressly agrees that Lessor shall not be liable to Lessee, for personal injury, bodily injury, or for any loss or damage to real or personal property occasioned by flood, fire, earthquake, lightning, windstorm, hail, explosion, riot, strike, civil disobedience or commotion, aircraft, smoke, vandalism, malicious mischief, or acts of civil authority, unless caused by the fault or negligence of Lessor, its officers, agents or employees.

In the event of interruption of the use of the ATMs, the parties agree that to the extent the interruption is within its control, it shall use diligent efforts to repair such interruption to

restore use, and neither party shall be liable to the other for any loss or damage that results from such interruption.

B. Insurance. Lessee shall provide and keep in force for the term of the Lease a commercial general liability policy (occurrence form only), providing coverage for personal injury, bodily injury, death, and property damage, in amounts not less than \$750,000 per claim, and \$1,500,000 per occurrence.

The commercial general liability policy shall be endorsed to include the CITY OF BILLINGS as a **PRIMARY ADDITIONAL INSURED**. The City of Billings' general liability policy will be excess and noncontributory. At the time of execution of this Lease, Lessee shall furnish a Certificate of Insurance on a form acceptable to the City and showing that required insurance is in full force, and copies of all endorsements. The issuer(s) of the policy or policies shall also provide thirty (30) day advance written notification to Lessor of any reductions in the policy coverage, cancellations, or other adverse amendments to the policy or policies impacting the risks covered, except notice for non-payment of premium shall be ten (10) days. Should the cancellation notice provision require a policy endorsement, a copy of said endorsement shall be provided with the Certificate of Insurance. Insurance coverage shall be maintained with insurance underwriters authorized to do business in the State of Montana and that are satisfactory to the Lessor.

If, in the Lessor's opinion, the minimum limits of the insurance coverage herein required become inadequate during the term of this Lease, Lessee agrees that it will increase such minimum limits by reasonable amounts on request of the Lessor.

C. Currency and Property Coverage. Lessee shall maintain insurance with coverage for destruction or theft of the currency within the ATMs and property damage of the ATMs.

## ARTICLE VII

### TERMINATION OF LEASE, AND TRANSFER

A. Termination. This Lease shall terminate at the end of the full term hereof without any notice by either party, except as indicated in Article II, Paragraph B. A holding over by the Lessee beyond the expiration of the term shall not be permitted without the written consent of the Director of Aviation and Transit, and then only on a month-to-month basis.

Upon the termination of this Lease, Lessee shall have the right to remove all moveable fixtures, machinery and equipment, and all other personal property installed by it on the premises, and all expenses connected with such removal shall be borne by the Lessee. Said property shall be removed within ten (10) days after termination of Lease. In the event the Lessee elects not to remove said property upon termination of the Lease, the disposition of the property will be left to the sole discretion of the Lessor. Removal of property by Lessor because of failure of Lessee to do so, shall be at Lessee's expense.

B. Cancellation by Lessee. This Lease shall be subject to cancellation by Lessee after the occurrence of one or more of the following events:

- 1) The permanent abandonment of the Airport as an Air Terminal.
- 2) The lawful assumption of the United States Government or any other authorized agency thereof, of the operation, control or use of the Airport, or any

substantial part or parts thereof, in such a manner that substantially restricts Lessee for a period of at least ninety (90) days from operating in a normal manner.

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

4) The default by Lessor in the performance of any covenant or agreement herein required to be performed by Lessor and the failure of Lessor to remedy such default for a period of ninety (90) days after receipt from Lessee or written notice to remedy same.

Lessee may exercise such right of termination by written notice to Lessor at any time after the lapse of the above applicable periods of time and this Lease shall terminate as of that date. Rental due hereunder shall be payable only to the date of the happening of the event which results in said termination. Upon termination under the provisions of this Paragraph, Lessee shall have the same rights as described in Article VII, Paragraph A. herein.

C. Cancellation by Lessor.

1) This Lease shall be subject to cancellation by Lessor in the event Lessee shall:

a) Be in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of ten (10) days after payment is due.

b) File a voluntary petition of bankruptcy.

c) Make a general assignment for the benefit of creditors.

d) Default in the performance of any of the covenants and conditions required herein (except rental payments) to be kept and performed by Lessee, and such default continues for a period of thirty (30) days after written notice from Lessor of said default.

2) In the event of termination because of the happening of any of the aforesaid events, Lessor may take immediate possession of the premises and remove Lessee's effects, without being deemed guilty of trespassing. Upon said entry, this Lease shall terminate.

3) It is agreed that failure of Lessor to declare this Lease terminated or to reenter and take possession upon the default of Lessee for any of the reasons set out shall not operate to bar or destroy the right of Lessor to declare this Lease null and void by reason of any subsequent violation of the terms of this Lease.

D. Suspension of Lease. During the time of war or declared national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military use. If any such lease is executed, any provisions of this instrument which are inconsistent with the provisions of the lease to the Government shall be suspended, provided that the term of the Lease shall be automatically extended by the amount of the period of suspension.

E. Subleasing, Transferring or Assigning. The rights conferred by this Lease or any part thereof, cannot be subleased, transferred, or assigned by the Lessee without the express written consent of the Lessor, which consent shall not be unreasonably withheld.

## ARTICLE VIII

### GENERAL PROVISIONS

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

B. Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State of Montana. Venue in any proceedings held hereunder shall be in the State of Montana Thirteenth Judicial District Court, Yellowstone County, Montana.

C. Taxes. Lessee shall pay any taxes or assessments which may be lawfully levied against Lessee's occupancy or use of the premises or any improvements placed thereon as a result of Lessee's occupancy; however, Lessee as independent contractor reserves the right to contest the levy of any tax or assessment which it feels is unjust.

D. Subordination of Lease.

1) This Lease shall be subordinate to the provisions of any existing or future agreements between Lessor and the United States relative to the administration, operation, or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

2) Any mortgagee or beneficiary shall have the right to cure any default on the part of Lessee in the payment of rent hereunder and, in the event of default, to assume the Lessee's position under this Lease. Lessor in no event shall be liable for the payment of the sum secured by such mortgage or trust indenture, nor for any expenses in connection with the same. Furthermore, such mortgage or trust indenture shall expressly provide that the mortgagor or beneficiary will seek no monetary judgment against Lessor. The mortgage or trust indenture shall also contain provisions requiring the holder of the indebtedness secured by such mortgage or trust indenture to mail to Lessor by certified mail a copy of each notice of breach of covenant, default or foreclosure given by the holder or the trustee under such mortgage or deed of trust.

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

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

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

3) That Lessee shall use the Airport facilities in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

F. Modification and Amendments. Changes or modifications to this Lease will be done in the form of a lease amendment to be agreed upon and signed by both Lessee and Lessor.

G. Paragraph Headings. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provisions of this Lease or the particular paragraphs.

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

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

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

HK Partnership  
Attn: Bill Huyser  
3205 Deer Pass Trail  
Billings, MT 59101

Additional Contact Information:  
406-698-2335 (Cell)  
406-896-1639 (Home)  
billhuyser@usadig.com

and

ATM Sales & Solutions  
Attn: Tracy Reiter  
5425 Corner Stone Ave  
Billings, MT 59106

Additional Contact Information:  
406-698-4011 (Cell)  
tracy\_leird@msn.com

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

I. Effect of Invalid Provision. If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

ATTEST:

CITY OF BILLINGS

BY \_\_\_\_\_  
CITY CLERK

BY \_\_\_\_\_  
MAYOR

APPROVED AS TO FORM

HK PARTNERSHIP

BY \_\_\_\_\_  
CITY ATTORNEY

BY \_\_\_\_\_  
BILL HUYSER

ATM SALES AND SOLUTIONS

BY \_\_\_\_\_  
TRACY REITER

**Regular City Council Meeting**

**Date: 05/23/2011**

**TITLE:** Option and Lease Agreements with Zootist Hospitality - Empire Parking Garage

**PRESENTED BY:** Bruce McCandless

**Department:** City Hall Administration

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**Information**

**PROBLEM/ISSUE STATEMENT**

On April 11, 2011, the City Council approved two property purchase agreements for land and buildings that are located on the north side of Montana Ave., between N. 27th and N. 28th. These properties will be used for the proposed Empire Parking Garage. The property sellers are Bill Honaker (Alley Cat) and Chris and Mike Nelson (Northern Hotel or Zootist). The staff reports for those items and the presentation at the Council meeting noted that there are several conditions in each purchase agreement that must be satisfied before the properties transfer to the City. Those conditions include that the present owners:

1. may buy or lease parking spaces and retail space in the new parking garage
2. may lease the parking lot and parking garage free until site preparation begins
3. may be co-owners in a condominium or unit ownership if they choose to purchase parking spaces or retail space
4. have a first right of refusal to repurchase the property if the City tries to sell it
5. may repurchase the properties if the City fails to build a parking garage within 2 years
6. may participate in the parking garage design

At its April 25 meeting, City Council approved lease and option agreements with Alley Cat and the City purchased the property on May 4th. Closing with Zootist was delayed because these agreements weren't finalized until after April 25th. In addition to the elements contained in the Alley Cat agreements, the City must provide replacement parking for the Northern Hotel contractors and guests if the present garage has been demolished and the new garage is not completed. The City would also be required to replace the parking spaces for the hotel if it demolishes the structure and then does not build the planned garage. Lease and Option-Repurchase Agreements that will satisfy the conditions described above have been prepared for Zootist and these agreements are submitted to the City Council for approval.

**ALTERNATIVES ANALYZED**

The City Council may approve or disapprove the agreements. If the Council does not approve the agreements, Zootist will not close on the property purchase and the City will own only a portion of the land needed for the proposed Empire Parking Garage.

**FINANCIAL IMPACT**

The property purchase totals \$810,000. The estimated cost or lost revenue of each item that corresponds with the numbered items above are as follows:

1. Parking spaces will be purchased for approximately \$4,300/space while the cost is approximately \$20,000/space to build. The retail space will be purchased at a market rate that will be determined after the design is completed and the garage is ready for construction. The parking space subsidy is worth about \$2,936,000 and there should not be a retail space subsidy. The owner may also choose to lease parking or retail space and those market rates will be

determined after design and before completing the structure.

2.The potential revenue loss at \$50/space is approximately \$3,500 per month.

3.There is no direct cost for participation in a unit ownership but there will be costs for creating the condominium documents. The document preparation cost is unknown at this time.

4.The first right of refusal has no out-of-pocket costs but staff time will be expended to execute the necessary agreements and transfers.

5.The previous item conditions apply to this repurchase.

6.Owner participation in the design process should not have a cost. However, if there is a dispute over the design, both parties will incur staff and legal costs to resolve the dispute.

The other elements in the agreement cannot be priced at this time, but the customer valet parking operation could cost several thousands of dollars each month that the hotel is open and the City has not completed its garage construction.

### **RECOMMENDATION**

Staff recommends that the City Council approve the lease and option agreements with Zootist Hospitality that meet the requirements of the previously-approved purchase agreement.

### **APPROVED BY CITY ADMINISTRATOR**

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#### **Attachments**

Lease Agreement

Option Agreement

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## LEASE AGREEMENT

This lease agreement ("Lease Agreement") is made and entered into this \_\_\_ day of May, 2011 ("Commencement Date"), by and between the **CITY OF BILLINGS, MONTANA**, hereinafter referred to as "Landlord" and **ZOOTIST HOSPITALITY, LLC**, a Montana limited liability company, 555 Zoot Enterprises Lane, Bozeman, Montana, 59718, hereinafter referred to as "Tenant."

### Recitals

A. On the Commencement Date, Landlord has purchased the premises described in this Lease Agreement for the purpose of assembling land to demolish the existing Northern Hotel parking garage ("Existing Facility") and to construct a new mixed use parking garage facility ("New Facility").

B. Landlord and Tenant have contemporaneously entered into the Empire Garage Option Agreement ("Option Agreement") which sets forth their respective rights and responsibilities with regard to demolition of the Existing Facility and construction of the New Facility and options granted to Tenant. Unless otherwise indicated, capitalized terms used herein shall have the same defined meaning as set forth in the Option Agreement.

### Agreement

That in consideration of the covenants hereinafter contained on the part of the Landlord and Tenant to be observed and performed, the parties hereby agree:

#### 1. LEASE

The Landlord does hereby grant, demise and lease unto the Tenant, for and in consideration of the rents, covenants, and agreements hereinafter specified to be paid, kept and performed by the Tenant, the premises at 11 North Broadway, Billings, Montana, and specifically described as:

Lots 8, 9, 10, 11 and 12, Block 109, Original Town, now City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, under Document No. 16312.

TOGETHER WITH all improvements and fixtures attached to the above-described Premises and attached buildings or structures.

**2. TERM AND POSSESSION**

The term of this lease shall commence on the Commencement Date and continue uninterrupted through May \_\_, 2013, unless earlier terminated by Landlord in the manner described in the following paragraph by Notice of Commencement of Construction or Notice of Termination of Project to Zootist as provided and defined in the Option Agreement.

This Lease Agreement shall terminate: (a) 60 days after the date of the Notice of Commencement of Construction; or (b) 90 days after the date of the Notice of Termination of Project. In the event Landlord provides Notice of Termination of Project after giving Notice of Commencement of Construction, the Lease Agreement shall automatically be reinstated and shall then terminate 90 days after the Notice of Termination.

Upon termination of this Lease Agreement, Tenant shall surrender possession of the premises to Landlord free of any liens, encumbrances, and leases or subleases of the premises.

**3. RENT**

Rent for the entire lease term shall be \$1.00.

**4. INSURANCE**

Landlord shall provide fire and hazard insurance for the protection of the premises. If the premises are damaged by fire or other casualty so as to render the premises unusable as a parking garage, Landlord shall determine in its sole discretion whether to repair the premises taking into consideration the extent of insured damage, and the status of demolition or Commencement of Construction under the Option Agreement. If the premises are damaged by fire or other casualty so as to render the premises unusable as a parking garage, and Landlord elects not to repair the premises, this Lease Agreement shall terminate and Landlord shall provide Tenant with temporary replacement parking as provided in Section 11 of the Option Agreement.

Tenant shall obtain and maintain at all times during the term hereof, with a responsible insurer, naming the Landlord as an additional insured, comprehensive general liability insurance against any loss or liability, personal injury or property damages, and any expenses of the parties against any claim, demands, payments, suits, actions, recoveries or judgments for damages which might result from the use, occupation or condition of the premises in the amount of \$750,000 for each claim and \$1.5 million per occurrence. Tenant shall furnish Landlord with proof of insurance and renewals thereof and proof of endorsement as additional insured and that such policy shall not be canceled without a 30-day written notice to the Landlord.

**5. UTILITIES SERVICES**

Tenant agrees, at its own expense to pay for all utilities used by the Tenant on the premises during the term of this lease.

**6. IDEMNIFICATION OF LANDLORD BY TENANT**

Tenant agrees to indemnify, defend and save Landlord, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Tenant, its contractors, subcontractors, agents and employees.

Conversely, Landlord agrees to indemnify, defend and save Tenant, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of the Landlord, its contractors, subcontractors, agents and employees.

**7. ADVERTISING SIGNS**

The Tenant shall be allowed to provide, at his own expense, such advertising displays on the exterior of the building as may be appurtenant to his business, provided however that such displays will be in accordance with the laws and regulations of the State of Montana and the City of Billings, Montana, and that such displays will not deface, damage or devalue the demised property during their use or after their removal, reasonable wear and tear expected. All signs must be approved in writing by the Landlord prior to installation which approval shall not be unreasonably withheld.

**8. IMPROVEMENTS BY TENANT**

All improvements, alterations, additions and all such work shall be done at Tenant's expense and shall, unless Landlord elects otherwise, become the property of the Landlord at the conclusion of the lease, and shall remain upon and be surrendered with said premises, as a part thereof, at the end of the term or renewal of this lease. No improvements, alterations or additions shall be made by Tenant without the written consent of Landlord, which consent shall not be unreasonably withheld.

**9. FIXTURES AND PERSONAL PROPERTY**

All trade fixtures, equipment, signs, cabinets, shelves and other moveable personal property, shall remain the property of the Tenant and may be removed by Tenant at any time during, or at the termination of this Lease Agreement, provided, however, that the same can be removed without serious injury to the leased premises.

Prior to the date of termination of this Lease Agreement pursuant to Notice of Commencement of Construction or Notice of Termination of Project, Tenant shall remove all of its trade fixtures and moveable personal property from the premises.

**10. ASSIGNING AND SUBLETTING**

Except as provided below, Tenant shall not assign this agreement or sublet the premises in whole or in part without first obtaining the concurrence in writing from Landlord which shall not be unreasonably withheld. Landlord consents to Tenant: (a) subletting parking spaces to its commercial and construction parking tenants on a month to month basis; and (b) granting a collateral assignment or similar lien or interest of Tenant's interest in this Lease Agreement to Tenant's lender(s) in connection with the financing of Tenant's and Tenant's affiliates' rehabilitation of the Northern Hotel.

**11. LANDLORD'S ACCESS TO INSPECT**

Landlord or its agent, at all reasonable times during business hours, shall have free access to the demised premises, for the purpose of examining and inspecting the same. In such case Landlord will make every reasonable effort not to interfere with the Tenant's operation of business.

**12. TENANT TO HAVE PEACEABLE POSSESSION**

Landlord covenants that Tenant shall peaceably hold and enjoy the premises so long as they are in faithful compliance with the terms hereof and the covenants thereof.

**13. TRASH AND RUBBISH**

The Landlord shall at its expense provide an area for the collection of and pickup of all trash and rubbish. The tenant shall provide containers for the collection of said rubbish. Said area may be a common area within or outside the premises.

**14. REPAIR AND MAINTENANCE**

Tenant shall be responsible in its discretion for determining the necessity and scope of, and shall pay for all repair and maintenance of the improvements located on the leased premises during the term of this Lease Agreement.

**15. ATTORNEY FEES AND COSTS ON VIOLATION OF LEASE**

In the event that either party shall be required to commence any action, retain an attorney, or use in-house counsel to enforce the covenants or agreements of this lease, the party whose failure to perform occasioned such action shall pay and discharge all reasonable costs, expenses, and attorney fees, including fees of in-house counsel, which shall be made or incurred by the other party.

**16. DEFAULT AND RE-ENTRY**

If the Tenant shall neglect or fail to perform or observe any of the covenants contained herein on their part to be observed and performed for thirty (30) days after written notice by the Landlord of such breach, or if tenant shall be adjudicated bankrupt or insolvent, or shall make an assignment for the benefit of creditors, or permit any mechanics or materialman's liens to be filed against the demised premises for labor or material furnished, which Tenant does not in good faith defend against, then and in any of said cases the Landlord may lawfully enter into and upon said premises or any part thereof and repossess the same, and expel the Tenant and those claiming under and through them and remove their effects, forcibly if necessary, without being deemed guilty of any manner of trespass, without prejudice to any remedies which might otherwise be used for arrears of rent or breach of covenant, and upon entry of the aforesaid, this Lease shall terminate and wholly expire.

**17. CONDUCT OF BUSINESS BY TENANT**

Recognizing that it is in the interest of Tenant's successful operation of his business, Landlord shall allow Tenant at Tenant's election to be open for business daily, including Sundays and Holidays, and Landlord shall not interfere, by regulation or other imposition, with the hours or the days of business operation by the Tenant. The Tenant covenants and agrees that during the term of this Lease Agreement, it will not operate and conduct any business within the premises other than a parking garage.

**18. NOTICES**

All notices to be given hereunder by either party hereto shall be in writing and given by personal service or by first class mailing by registered or certified mail, return receipt requested. Said method of notice is deemed sufficient service thereof, and shall be deemed given as to the date when served or deposited in any post office. Either party may change address by written notice by certified or registered mail to the other. The initial address for receipt of notices is as follows:

Tenant name & address info:  
Zootist Hospitality, LLC  
Attn: Mike Nelson, President  
19 North Broadway  
Billings, MT 59101

Landlord Contact:  
City of Billings  
Attn: City Attorney  
P.O. Box 1178  
Billings, MT 59103

With copy to:

Zootist Hospitality, LLC  
Attn: Legal Department  
555 Zoot Enterprises Lane  
Bozeman, MT 59718

**19. MUTUAL RELEASE FOR HAZARDS COVERED BY INSURANCE**

The Landlord and Tenant and all parties claiming under them hereby mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard covered by insurance on the leased property, or covered by insurance, in connection with the property on or activities conducted on the leased property, regardless of the cause of the damage or loss to the extent such waiver of subrogation can be reasonably obtained.

**20. COMPLIANCE WITH ALL EXISTING CITY ORDINANCES AND POLICE, FIRE, AND SANITARY MEASURES**

Tenant agrees to use and occupy the above described premises in accordance with all lawful police, fire and sanitary regulations imposed by a municipal, state or federal authority, and will observe and obey the laws, City ordinances and other requirements governing the conduct of Tenant's business with respect to the use of said premises.

**21. WAIVER**

A waiver of any breach or default by either Landlord or Tenant shall not be a waiver of any other breach or default. Landlord or Tenant approval of any act by the other requiring consent or approval shall not be deemed to waive or render unnecessary Landlord or Tenant consent to or approval of any other subsequent similar act by Landlord or Tenant.

**22. TAXES AND ASSESSMENTS**

Tenant shall pay and discharge all taxes, assessments, penalties, charges, rates, or liens of any nature whatsoever, that may, during the term hereof or any renewal, be levied, assessed, charged, imposed, or claimed on or against the demised premises or any improvements or fixtures thereon or appurtenances thereto, or any part thereof, or against the owner or owners of such land or the improvements, by reason of such ownership or tenancy, by whatsoever authority levied, assessed, charged, imposed, claimed, and whether the same is on or against the property herein leased, its improvements, fixtures, or appurtenances, or any part thereof, or on or against the income from the property or its improvements.

**23. BINDING EFFECTS**

The Covenants and agreements herein contained shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Lease on this \_\_\_\_ day of May, 2011.

CITY OF BILLINGS (LANDLORD)

BY: \_\_\_\_\_  
ITS (MAYOR)

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
(TENANT)

BY: \_\_\_\_\_

ITS \_\_\_\_\_

**City – Zootist  
Empire Garage Option Agreement**

This Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of May, 2011 (“Effective Date”), by and between the City of Billings, Montana, a municipality of the State of Montana (“City”) and Zootist Garage, LLC (“Zootist Garage”) and Zootist Hospitality, LLC (“Zootist Hospitality”) (Zootist Garage and Zootist Hospitality are collectively referred to herein as “Zootist”). City and Zootist are individually a “Party” and collectively the “Parties”.

**Recitals**

A. On the Effective Date of this Agreement, City has purchased from Zootist Garage the real property and improvements thereon described below (“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.

B. Zootist Hospitality operates and manages the Northern Hotel which is owned by its affiliate Zootist Hotel, LLC. The Northern Hotel is located adjacent to the Property and is served by the existing parking garage located on the Property (“Existing Facility”).

C. Contemporaneously with this Agreement, City has entered into a development agreement with Zootist Hotel, LLC to provide tax increment assistance for qualified improvements as part of the renovation and rehabilitation of the Northern Hotel (“Development Agreement”). Zootist Hospitality is presently managing the renovation and rehabilitation of the Northern Hotel.

D. Zootist Hospitality previously leased the Existing Facility from Zootist Garage and has sublet parking spaces within the Existing Facility to commercial parking tenants and construction workers.

E. Contemporaneously with this Agreement, City has entered into a lease agreement with Zootist Hospitality to lease the Property and the Existing Facility to Zootist Hospitality (“Lease Agreement”). Under the Lease Agreement Zootist Hospitality will sublet parking to its commercial and construction parking tenants on a month to month basis.

F. In addition to the Property, City has also purchased adjacent property on the north side of Montana Avenue (Lots 1 through 7 of Block 109) to assemble land for the purpose of constructing a mixed use parking structure on Lots 1 through 12 of Block 109 (“New Facility”).

G. City desires to proceed with the construction of the New Facility (the “Project”); however, the Parties acknowledge that there are unresolved contingencies regarding the Project, including without limitation, design and specification requirements, bonding requirements, condominium documents and requirements, construction cost and financing considerations, that may result in the City determining that it will not construct the New Facility and will terminate the Project.

H. The Parties wish to set forth the terms of their agreements regarding the Project, Zootist’s right of first refusal and option to repurchase the Property, Zootist’s options to purchase parking and retail space in the New Facility, and provisions for temporary replacement parking.

## AGREEMENT

**Now, therefore, the Parties agree as follows:**

1. **Recitals.** The foregoing Recitals are true and correct and incorporated into this Agreement.

2. **Definitions.** The following terms as used in this Agreement are defined as set forth below:

a. “Commence(d) Construction” or “Commencement of Construction” means City or its contractor commencing actual physical demolition or construction work on the Project.

b. “Completion and Acceptance of Design Work” means completion and acceptance of design work for the Project as set forth in Section 4 of this Agreement.

c. “Completion of the Project” means completion of construction of the New Facility and issuance of a certificate of occupancy for the garage portion of the New Facility.

d. “Notice of Commencement of Construction” means written notice from City to Zootist that City intends to Commence Construction on the Project. The Notice of Commencement of Construction shall notify Zootist of the approximate date that City will Commence Construction which date shall be within 120 days of the date of the Notice.

e. “Notice of Completion of Project” means the written notice from City to Zootist of Completion of the Project.

f. “Notice of Termination of Project” means written notice from City to Zootist that City has determined to terminate the Project and not to construct the New Facility.

**3. City’s Obligations.** City will proceed with its due diligence and investigation for the Project. City will obtain design work, consultation on issuance of bonds for the Project, and prepare a draft Condominium Declaration and Bylaws. City will keep Zootist advised of the status and progress on these matters. Upon determination that it will proceed with construction of the Project, City shall provide Zootist with Notice of Commencement of Construction at least 60 days but not more than 120 days prior to Commencement of Construction.

**4. Completion and Acceptance of Design Work.** City will not commit itself to any particular design or plan regarding the New Facility until Zootist has provided its prior written consent to 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. City will notify Zootist when it has received design plans for the Project that it believes are acceptable to identify units in the New Facility and to proceed with obtaining bids for construction.

City will prepare draft Condominium Declaration and Bylaws for the New Facility. City will submit the design plans and the draft Condominium Declaration and Bylaws documents to Zootist. The Parties, and any other necessary parties, will meet and confer in good faith to review the design plans and to negotiate the terms of the condominium documents. The Parties shall have 30 days after City’s submission of these plans and documents to Zootist to complete the following items: (a) obtain Zootist’s written consent to the design plans and scope of the Project; (b) mutually agree to and finalize the form of Condominium Declaration and Bylaws, including all terms and conditions thereof except the final legal descriptions of units (“Condominium Documents”); and (c) finalize Zootist’s identification, in its discretion in writing, of the unit of 187 parking spaces subject to Zootist’s Parking Option as set forth in Section 8 of this Agreement. “Completion and Acceptance of Design Work” shall be deemed to occur on the date that the last of items (a) – (c) above is fully executed by all parties thereto.

The Parties acknowledge that City may determine, in its discretion, to record a preliminary condominium declaration for the New Facility, that is identical in form and substance to the Condominium Documents as agreed by the Parties pursuant to the previous paragraph.

**5. Termination of Project; Termination of Agreement.**

a. At any time prior to Commencement of Construction or prior to demolition of the Existing Facility by City to the extent that it cannot practically be restored to its pre-demolition condition, City may, in its sole discretion, determine that it

will not proceed with the Project. If City determines not to proceed with the Project, it will promptly provide Zootist with Notice of Termination of Project.

b. In the event City gives Zootist Notice of Termination of Project, the following shall occur:

(i) The Parties' rights and obligations under Sections 3 and 4 of this Agreement shall immediately terminate and City shall have no obligation, whether contractual, implied or otherwise, to proceed with or complete the Project or to construct the New Facility;

(ii) the Parking Option in Section 8, the Retail Space Option in Section 9 and the Retail Space Right of First Refusal in Section 10 of this Agreement shall all immediately terminate and be of no further force and effect, regardless of whether Zootist has given notice of exercise;

(iii) the Repurchase Right of First Refusal in Section 6, the Repurchase Option in Section 7, and the Temporary Replacement Parking provisions in Section 11 and Exhibit B of this Agreement shall each automatically terminate at the times indicated therein for termination based on Notice of Termination of Project;

(iv) the Lease Agreement shall automatically terminate at the time indicated therein for termination based on Notice of Termination of Project;

(v) unless the provisions of Section 5.c below are triggered, all other provisions of this Agreement shall terminate and the Parties shall have no further rights, obligations or duties under the Agreement, upon the date of automatic termination of the last of Sections 6, 7 and 11 of this Agreement;

(vi) if the provisions of Section 5.c below are triggered, all other provisions of this Agreement shall terminate and the Parties shall have no further rights, obligations or duties under the Agreement upon City and Zootist fulfilling all of their obligations under Section 5.c below.

c. In the event City provides Notice of Termination of Project after Commencement of Construction and partial demolition of the Existing Facility, and if City does not restore the Existing Facility to its pre-demolition condition within 90 days after the date of Notice of Termination of Project: (i) Zootist shall exercise the Repurchase Option; (ii) City shall fully compensate Zootist for the amount necessary to complete demolition of the Existing Facility and rebuild up to a 187 parking space garage on the Property; and (iii) City shall provide replacement parking as provided in Section 11 of this Agreement for the time period required to rebuild the garage. Compensation of Zootist for rebuilding the garage pursuant to (ii) of this paragraph shall include costs of site preparation, project design and construction. The costs of rebuilding the garage shall be paid monthly as they are incurred and as documented by invoices provided by Zootist to City. In the event City provides Notice of Termination of Project after

Commencement of Construction and partial demolition of the Existing Facility, and then restores the Existing Facility to its pre-demolition condition within 90 days after the date of the Notice, City shall have no obligation to rebuild a garage for Zootist.

d. City's and Zootist's duties to indemnify under the Lease Agreement and Exhibit B to this Agreement shall survive termination of this Agreement.

**6. Zootist Right of First Refusal to Repurchase.** Commencing on the Effective Date, and continuing until the earlier of: (i) the date of Notice of Completion of the Project; or (ii) 90 days after the date of Notice of Termination of Project, City grants Zootist a continuing right of first refusal to purchase the entire Property on the following terms and conditions ("Repurchase Right of First Refusal"):

a. If City receives a bona fide offer to purchase the Property, or any portion thereof, from a person or entity (a "Transferee"), and City determines to accept such offer, then City shall give to Zootist a written statement which identifies the Property, the economic and other relevant terms of the proposed transaction ("Repurchase First Refusal Statement").

b. If Zootist provides written notice to City of the exercise of its Repurchase Right of First Refusal ("Repurchase Notice of Exercise") within thirty (30) days from the date a Repurchase First Refusal Statement is duly given to Zootist pursuant to this Section (and terminating at midnight, on the thirtieth (30th) day thereafter), the purchase price to be paid by Zootist shall be \$810,000 and the terms for payment and closing shall be substantially similar to those set forth in the Purchase and Sale Agreement between City and Zootist Garage for the Property dated May \_\_, 2011.

c. If Zootist waives its Right of First Refusal in writing or fails to timely and properly give its Repurchase Notice of Exercise as required herein or materially defaults in the purchase terms, City may transfer the Property to the Transferee in accordance with the material terms set forth in the Repurchase First Refusal Statement; provided that the consideration given and received for the assets matches or exceeds the economic terms set forth in the Repurchase First Refusal Statement.

The Parties acknowledge and agree that prior to Completion of the Project, City may enter into pre-sale agreements and arrangements to sell condominium units in the New Facility (including for the Retail Space described in Section 9 below after the expiration of the Retail Space Option), that will close following Completion of the Project, without triggering this Repurchase Right of First Refusal.

**7. Grant of Option to Repurchase to Zootist.** In the event City provides Zootist with Notice of Termination of Project, or City does not Commence Construction of the Project by April 29, 2013, Zootist shall have an exclusive option to repurchase the

Property from City, in accordance with and upon the following terms (“Repurchase Option”):

- a. Exercise of Option. In order to exercise the Repurchase Option, Zootist shall notify the City in writing as applicable: (1) within ninety (90) days following the date of Notice of Termination of Project (even if such date falls after the date set forth in subsection (2) below); or (2) within ninety (90) days following April 29, 2013 if City has not Commenced Construction by April 29, 2013. For clarification, if City gives Zootist Notice of Termination of Project, the Repurchase Option shall terminate 90 days after the date of the Notice of Termination of Project.
- b. Option Price. The Repurchase Option price for the Property shall be \$810,000.
- c. Payment. The Repurchase Option price shall be paid in cash at closing.
- d. Evidence of Title. If the Repurchase Option is properly exercised by Zootist, City agrees to execute and deliver to Zootist a standard Warranty Deed conveying fee simple absolute title for the Property to be purchased, subject only to the following exceptions: (i) all reservations and exceptions in patents from the United States or the State of Montana; (ii) all existing easements and rights-of-way record; (iii) all building, use and zoning restrictions and ordinances, and sanitary and environmental restrictions; (iv) taxes and assessments for the year the Repurchase Option is exercised and subsequent years; and (v) all mineral rights and prior conveyances or transfers of any interest in minerals, including but not limited to oil, gas and other hydrocarbons.
- e. Title Insurance. If the Repurchase Option is exercised, City agrees to provide to Zootist a commitment for title insurance covering the Property to be purchased in an amount at least equal to the purchase price of the Property. The commitment shall show that City is vested with merchantable title subject only to those exceptions allowable in the paragraph above entitled “Evidence of Title.” The Parties will share equally the cost of the title insurance policy.
- f. Prorations. If the Repurchase Option is exercised, the City and Zootist shall prorate all real property taxes, levies and assessments as of the date of closing.
- g. Closing. Closing following the exercise of the Repurchase Option shall occur at the time and place mutually agreed to between Zootist and City within thirty (30) days after the exercise of the Repurchase Option.
- h. Assignability. Except as provided in Section 19, the Repurchase Option shall only be assignable to the owner or purchaser of the Northern Hotel in Billings, Yellowstone County, Montana, or upon written approval of City.

**8. Grant of Option to Purchase Parking Spaces to Zootist.** Commencing upon the Effective Date, and continuing until sixty (60) days after Completion and Acceptance of Design Work, City hereby grants Zootist an exclusive option to purchase a condominium unit consisting of one hundred eighty-seven (187) contiguous parking spaces within the New Facility from City, in accordance with and upon the following terms (“Parking Option”):

- a. Conditions to Exercise. The Parking Option can only be exercised for the unit of one hundred eighty-seven (187) contiguous parking spaces as identified by Zootist pursuant to Section 4(c), and finally described in the Final Condominium Declaration for the garage portion of the New Facility.
- b. Exercise of Option. In order to exercise the Parking Option, Zootist shall notify the City in writing within sixty (60) days of the date of Notice from City of Completion and Acceptance of Design Work.
- c. Option Price. The Parking Option price for the interests under the Parking Option shall be \$810,000.
- d. Payment. Zootist shall pay the Parking Option price in cash at closing.
- e. Evidence of Title. If the Parking Option is properly exercised by Zootist, City agrees to execute and deliver to Zootist at closing a standard Warranty Deed conveying fee simple absolute title for the interests to be purchased, subject only to the following exceptions: (i) all reservations and exceptions in patents from the United States or the State of Montana; (ii) all existing easements and rights-of-way record; (iii) all building, use and zoning restrictions and ordinances, and sanitary and environmental restrictions; (iv) taxes and assessments for the year the Parking Option is exercised and subsequent years; (v) all mineral rights and prior conveyances or transfers of any interest in minerals, including but not limited to oil, gas and other hydrocarbons; and (vi) the Final Condominium Declaration and Bylaws for the garage portion of the New Facility.
- f. Title Insurance. If the Parking Option is exercised, City agrees to provide to Zootist a commitment for title insurance covering the interests to be purchased in an amount at least equal to the purchase price of the interests. The commitment shall show that City is vested with merchantable title subject only to those exceptions allowable in the paragraph above entitled “Evidence of Title.” The Parties will share equally the cost of the title insurance policy.
- g. Prorations. If the Parking Option is exercised, the City and Zootist shall prorate all real property taxes, levies and assessments as of the date of closing.
- h. Closing. Closing following the exercise of the Parking Option shall occur at the time and place mutually agreed to between Zootist and City within thirty

(30) days after the later of: (i) the date of Notice of Completion of the Project; or (ii) filing of final Condominium Documents for the garage portion of the New Facility.

i. Assignability. Except as provided in Section 19, this Parking Option shall only be assignable to the owner or purchaser of the Northern Hotel in Billings, Yellowstone County, Montana, or upon written approval of City.

**9. Zootist Option to Purchase Retail Space.** Commencing upon the Effective Date, and continuing until sixty (60) days after Completion and Acceptance of Design Work, City hereby grants Zootist an exclusive option to purchase first floor retail space in the New Facility located on the corner of North 28<sup>th</sup> Street and Montana Avenue as indicated by the “Proposed Zootist Retail Option” on the attached Exhibit A in the minimum amount of 1,500 square feet (the “Retail Space”), in accordance with and upon the following terms (“Retail Space Option”):

a. Conditions to Exercise. The Retail Space Option can only be exercised for the Retail Space approximately described on Exhibit A and to be finally described in the final Condominium Declaration including the retail portion of the New Facility.

b. Exercise of Option. In order to exercise the Retail Space Option, Zootist shall notify the City in writing within sixty (60) days after the later of: (i) Zootist’s receipt of written notice from City that specifies the Retail Space Purchase Price as defined in subsection c. below; or, (ii) Completion and Acceptance of Design Work.

c. Option Price. The price to be paid by Zootist for the interests under the Retail Space Option shall be the fair market value of the Retail Space as determined by independent professional valuation (“Retail Space Purchase Price”). City shall provide Zootist with the documentation relied upon and provided to City by the person providing the independent professional valuation when it provides notice of the the Retail Space Purchase Price.

d. Payment. The Retail Space Option Price shall be paid in cash at closing.

e. Evidence of Title. If the Retail Space Option is properly exercised by Zootist, City agrees to execute and deliver to Zootist at closing a standard Warranty Deed conveying fee simple absolute title for the interests to be purchased, subject only to the following exceptions: (i) all reservations and exceptions in patents from the United States or the State of Montana; (ii) all existing easements and rights-of-way record; (iii) all building, use and zoning restrictions and ordinances, and sanitary and environmental restrictions; (iv) taxes and assessments for the year the Option is exercised and subsequent years; (v) all mineral rights and prior conveyances or transfers of any interest in minerals, including but not limited to oil, gas and other hydrocarbons; and (vi) the final

Condominium Declaration and Bylaws for the retail space portion of the New Facility.

f. Title Insurance. If the Retail Space Option is exercised, City agrees to provide to Zootist a commitment for title insurance covering the interests to be purchased in an amount at least equal to the purchase price of the interests. The commitment shall show that City is vested with merchantable title subject only to those exceptions allowable in the paragraph above entitled "Evidence of Title." The Parties will share equally the cost of the title insurance policy.

g. Prorations. If the Retail Space Option is exercised, the City and Zootist shall prorate all real property taxes, levies and assessments as of the date of closing.

h. Closing. Closing following the exercise of the Retail Space Option shall occur at the time and place mutually agreed to between Zootist and City within thirty (30) days after the later of: (i) the date of Notice of Completion of the Project; or (ii) filing of final Condominium Documents that include the retail portion of the New Facility.

i. Assignability. Except as provided in Section 19, the Retail Space Option shall only be assignable to the owner or purchaser of the Northern Hotel in Billings, Yellowstone County, Montana, or upon written approval of City.

**10. Zootist Right of First Refusal to Purchase Retail Space.** Commencing on the Effective Date, and continuing until 30 days after Notice of Completion of the Project, City grants Zootist a continuing right of first refusal to purchase the Retail Space as described in the Retail Space Option in Section 9 of this Agreement on the following terms and conditions ("Retail Space Right of First Refusal"):

a. If City receives a bona fide offer to purchase the Retail Space from a person or entity (a "Transferee"), and City determines to accept such offer, then City shall give to Zootist a written statement which identifies the Retail Space, the economic and other relevant terms of the proposed transaction ("Retail First Refusal Statement").

b. If Zootist provides written notice to City of the exercise of its Retail Space Right of First Refusal ("Retail Notice of Exercise") within thirty (30) days from the date a First Refusal Statement is duly given to Zootist pursuant to this Section (and terminating at midnight, on the thirtieth (30th) day thereafter), the purchase price to be paid by Zootist and the terms for payment and closing shall be as set forth in the Retail First Refusal Statement.

c. If Zootist waives its Right of First Refusal or fails to timely and properly give its Retail Notice of Exercise or defaults in the purchase terms, City may transfer the Retail Space property to the Transferee in accordance with the

material terms set forth in the Retail First Refusal Statement; provided that the consideration given and received for the assets matches or exceeds the economic terms set forth in the Retail First Refusal Statement.

**11. Temporary Replacement Parking.** In connection with City's construction of the New Facility, City will provide temporary replacement parking to Zootist as follows:

a. **Construction Parking.** Beginning 60 days after Notice of Commencement of Construction, City agrees to provide, at its sole expense, an alternative parking arrangement for up to 100 construction workers for the renovation and rehabilitation of the Northern Hotel in accordance with the requirements for construction parking set forth in Exhibit B to this Agreement ("Construction Parking"). City's obligation to provide Construction Parking shall terminate as follows:

(i) If Zootist exercises the Parking Option, then Construction Parking shall terminate on the earlier of: (A) the closing of the Parking Option; or (B) such earlier time that Zootist is provided with occupancy of the garage portion of the New Facility by City pursuant to written agreement;

(ii) If Zootist does not exercise the Parking Option, then Construction Parking shall terminate on the date of Notice of Completion of Project; or

(iii) If City gives Zootist Notice of Termination of Project, then Construction Parking shall terminate the later of: (A) 90 days after the date of the Notice of Termination of Project; or (B) if the provisions of Section 5.c are triggered, upon Zootist's receipt of a certificate of occupancy for the rebuilt garage referenced in Section 5.c.

b. **Northern Hotel Guest Parking.** Beginning the later of: (i) 60 days after Notice of Commencement of Construction; or, (ii) issuance of a certificate of occupancy for the completed Northern Hotel, City agrees to provide, at its sole expense, valet parking for up to 110 hotel guests of the completed Northern Hotel in a paved, 24 hour secured parking lot in accordance with the requirements for guest parking set forth in Exhibit B to this Agreement ("Guest Parking"). City's obligation to provide Guest Parking shall terminate as follows:

(i) If Zootist exercises the Parking Option, then Guest Parking shall terminate on the earlier of: (A) the closing of the Parking Option; or (B) such earlier time that Zootist is provided with occupancy of the garage portion of the New Facility by City pursuant to written agreement;

(ii) If Zootist does not exercise the Parking Option, then Guest Parking shall terminate on the date of Notice of Completion of Project; or

(iii) If City gives Zootist Notice of Termination of Project, then Guest Parking shall terminate the later of: (A) 90 days after the date of the Notice of Termination of Project; or (B) if the provisions of Section 5.c are triggered, upon Zootist's receipt of a certificate of occupancy for the rebuilt garage referenced in Section 5.c.

**12. Recording.** The Parties may record abstracts of the options and rights of first refusal set forth in this Agreement.

**13. 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 set forth below. 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.

To Zootist:  
Zootist Hospitality, LLC  
Attn: Mike Nelson, President  
19 North Broadway  
Billings, MT 59101

To City:  
City of Billings  
Attn: City Attorney  
P.O. Box 1178  
Billings, MT 59103

With copy to:

Zootist Hospitality, LLC  
Attn: Legal Department  
555 Zoot Enterprises Lane  
Bozeman, MT 59718

**14. Time and Binding Effect.** Time shall be of the essence of this Agreement. 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.

**15. Entire Agreement.** This Agreement and the Lease Agreement collectively embody the entire agreement between the parties regarding the subject matter hereof and thereof, and supersede all prior negotiations, understandings and agreements, if any, relating to the subject matter hereof and thereof. This Agreement may be amended, modified, or supplemented only by an instrument in writing duly executed by both parties hereto.

**16. Waiver.** Waiver by any party hereto of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of such term, covenant, or condition, or of any subsequent breach of the same, or of any other term, covenant or condition contained in this Agreement. The consent to, or approval of,

any act of any the parties hereto by any other party shall not be deemed to render unnecessary the obtaining of the consent to, or approval of, any subsequent act by any party hereto, as the case may be, by the other party.

**17. No Partnership Third Party Rights.** Nothing contained in this Agreement shall create any partnership, joint venture, or other arrangement between City and Zootist. Except as expressly provided herein, no term or provision of this Agreement is intended to or shall be for the benefit of any person not a party hereto, and no such other person shall have any right or cause of action hereunder.

**18. Interpretation.** If any portion of this Agreement shall be held to be void or unenforceable, the balance thereof shall nonetheless be effective. This Agreement has been made and entered into in the State of Montana and shall be governed by the laws of the State of Montana.

**19. Collateral Assignment.** Notwithstanding anything to the contrary in this Agreement, Zootist may grant a collateral assignment, security interest or similar lien or interest in all of its right or interest in this Agreement to Zootist's unaffiliated lender(s) in connection with the financing of Zootist's and Zootist's affiliates' rehabilitation and operation of the Northern Hotel.

**20. Risk of Loss.** Risk of loss of the Property shall remain with City, provided that upon Zootist obtaining title to any specific portion of the Property pursuant to an option or right of first refusal set forth herein, the risk of loss as that specific portion of the Property shall transfer to Zootist.

City of Billings

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

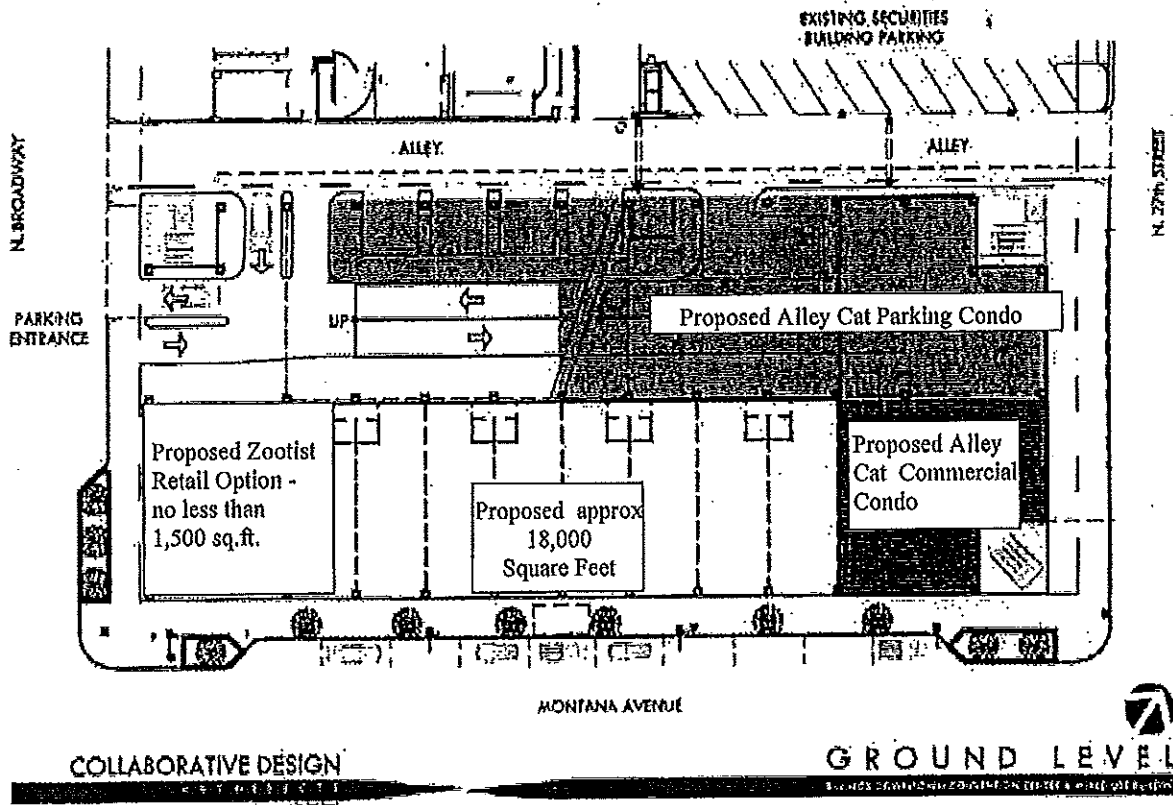
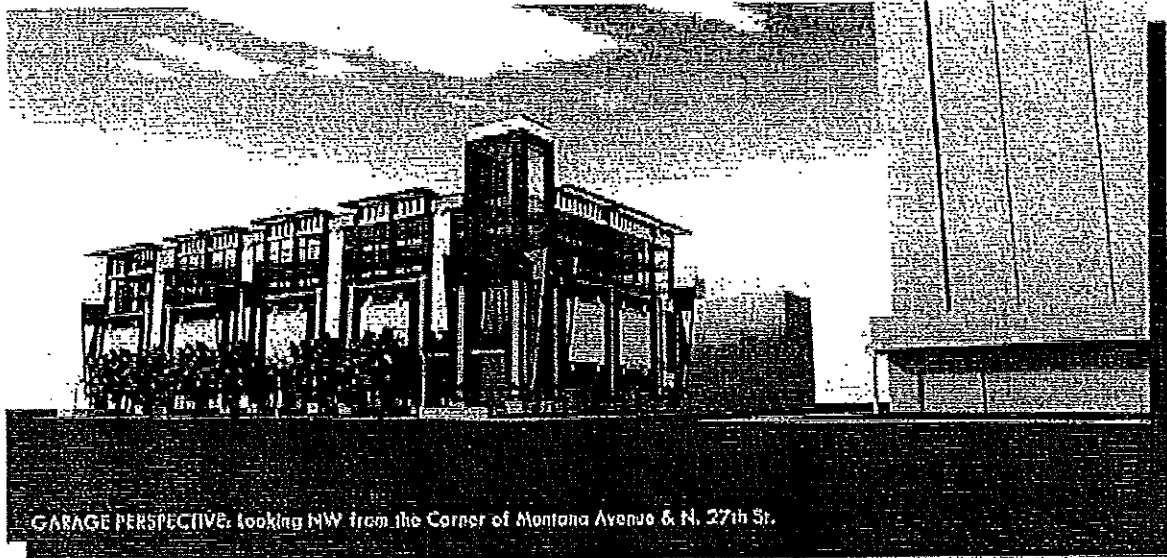
Zootist Garage, LLC

By: \_\_\_\_\_  
Mike Nelson, President

Zootist Hospitality, LLC

By: \_\_\_\_\_  
Mike Nelson, President

EXHIBIT "A"



tabbke  
EXHIBIT  
A

## Exhibit B

### Requirements of Temporary Replacement Parking

1. Construction Parking arrangement. The Construction Parking described and defined in Section 11 of the Agreement will be available between the hours of **[5:00 a.m. to 10:00 p.m. mountain time]**, seven days a week, 365 days a year. In addition, all such parking must (i) be provided within a single parking lot or structure, or at clearly identified and reserved metered parking spaces unless otherwise agreed by Zootist in writing; (ii) comply all federal, state and local laws, regulations and requirements, including any applicable union rules; and (iii) be not more than **[1,000]** feet walking distance (measured using normal sidewalks and intended walkways) from the entrance of the Northern Hotel located at 19 N. Broadway in Billings.

2. Guest Parking arrangement. The Guest Parking described and defined in Section 11 of the Agreement will be available 24 hours a day, seven days a week, 365 days a year. In addition, such parking must: (i) comply with all federal, state and local laws, regulations and requirements; and (ii) be located close enough to the Northern Hotel entrance and make available a sufficient number of valet parkers to ensure the Average Valet Time (as defined below) is not more than eight (8) minutes.

For purposes of this Exhibit B, "Average Valet Time" means the average number of minutes it takes for a hotel guest's car to be made available at the entrance of the Northern Hotel once the hotel guest has requested his or her car **[and Zootist requests the car from the valet parker]**. Average Valet Time shall be calculated hourly. City will consult with Zootist to determine the number of valet parkers and the hours to be worked by valet parkers to meet the eight (8) minute Average Valet Time requirement. City shall maintain a sufficient pool of available valet parkers to allow Zootist to maintain an Average Valet Time of not more than eight (8) minutes.

3. Personnel. All valet parkers and any other individuals hired or employed in connection with the Guest Parking will be employees of City or employees of independent contractors of City, within the meaning or application of any federal, state or local laws or regulations, and not of Zootist. City or its independent contractors shall pay any applicable workers compensation or other insurance and payment of any applicable federal, state or local employment, social security or similar employment taxes. City will consult with Zootist regarding the work schedule, dress code, code of conduct and other standards and policies by which City's employees or independent contractors will provide the parking services. City will consult with Zootist regarding concerns or complaints concerning conduct or performance of such employees or independent contractors and will take reasonable steps to alleviate any such concerns or complaints. City will confirm that persons hired or employed in connection with the Guest Parking are properly licensed and will take reasonable steps to ensure such persons are fit for their job duties.

4. Indemnification. City will hold Zootist, and its owners, members, managers, officers, employees, agents and representatives (the "Zootist Parties"), harmless from, and will indemnify the Zootist Parties against, any and all claims, damages, losses, suits, settlements, fines, taxes, liabilities, demands or causes of action (including legal fees and expenses) ("Liabilities") sustained by or involving the Zootist Parties arising in connection with, or as a result of City's operation of the parking arrangements contemplated by this Exhibit B, the parking facilities utilized by City in connection with such parking arrangements, and any actions or omissions of any employees or any independent contractors of City.

Conversely, Zootist agrees to indemnify, defend and save City, its officers, agents and employees harmless from any and all Liabilities arising or resulting from any intentionally harmful or negligent act on the part of any Zootist Parties, or Zootist's contractors, subcontractors, agents and employees.

5. Insurance. City shall obtain and maintain at all times during the term hereof, with a responsible insurer, comprehensive general liability insurance against any loss or liability, personal injury or property damages, and any expenses of the parties against any claim, demands, payments, suits, actions, recoveries or judgments for damages which might result from the use, occupation or condition of any parking facility used in connection with the parking arrangements described in this Exhibit B, as well as City's operation of the parking arrangements contemplated hereby in the amount of \$750,000 for each claim and \$1.5 million per occurrence. City shall not be required to obtain any additional insurance policies or to name Zootist as an additional insured; however if it is permitted pursuant to City's existing liability insurance, Zootist will be named as an additional insured under such liability insurance. City shall furnish Zootist with proof of insurance and renewals thereof; proof of endorsement as additional insured if permitted under existing insurance; and will not permit cancellation of insurance without a 30-day written notice to Zootist.

6. Assignment/Delegation. City may assign or delegate all or any part of its obligations under this Exhibit B, in its sole discretion, to an independent contractor(s); provided that such independent contractor(s) shall assume in writing the assigned or delegated obligations of City, and City shall remain responsible for performance of all obligations under this Exhibit B.

ACKNOWLEDGED AND AGREED THIS \_\_\_ DAY OF MAY, 2011

THE CITY OF BILLINGS

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Zootist Garage, LLC

By: \_\_\_\_\_  
Mike Nelson, President

Zootist Hospitality, LLC

By: \_\_\_\_\_  
Mike Nelson, President

**Regular City Council Meeting**

**Date: 05/23/2011**

**TITLE:** W.O. 09-11 Rimrock Road, 17th to Forsythia - Professional Services Contract Amendment #1

**PRESENTED BY:** David Mumford

**Department:** Public Works

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**Information**

**PROBLEM/ISSUE STATEMENT**

The professional services contract with Kadrmas, Lee and Jackson, Inc. for design of Work Order 09-11 Rimrock Road, 17th to Forsythia was approved at the August 10, 2009, City Council Meeting. W.O. 09-11 construction was bid on April 26, 2011, and a contract was awarded by Council at the May 9, 2011 Council Meeting. This professional services contract amendment will provide for construction staking, partial construction administration services and payment for design work that was added as a result of new information from property owners regarding sewer main conditions.

**ALTERNATIVES ANALYZED**

The Council may:

- Approve Professional Services Contract Amendment #1 in the amount of \$207,824.00; or
- Do not approve Professional Services Contract Amendment #1.

**FINANCIAL IMPACT**

This Contract Amendment #1 is for \$207,824.00 and brings the total professional services contract with Kadrmas, Lee & Jackson, Inc. to \$517,824.00. Funding for this project is from stormwater, water, gas tax and arterial funds and from property owner assessments. There is sufficient funding remaining in the budget for this amendment.

**RECOMMENDATION**

Staff recommends that Council approve Professional Services Contract Amendment #1 with Kadrmas Lee, & Jackson, Inc. in the amount of \$207,824.00 for W.O. 09-11, Rimrock Road, 17th to Forsythia.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Contract Amendment #1

Contract Amendment #1 - Scope Exhibit

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**AMENDMENT NO. 1**  
**TO**  
**CONTRACT FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES**  
**CITY OF BILLINGS WORK ORDER 09-11,**  
**Rimrock Road (17<sup>th</sup> Street West to Forsythia Boulevard)**

THIS AGREEMENT, made and entered into on \_\_\_\_\_, 2011, by and between the following:

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

and

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

WITNESSETH:

WHEREAS, the City and Contractor have entered into a contract dated August 10, 2009, for Contractor to provide professional services to the City for Work Order 09-11, and;

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

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

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

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

Part 1, Special Provisions, Section 3, Paragraph C:

Contract, as amended, shall terminate at midnight, December 31, 2012.

Appendix A, Section 3 is amended as follows:

The attached scope of work (5 pages) for Amendment No. 1 services is hereby made a part of this contract.

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

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

Project management, preliminary design, final design, specifications and bidding	\$310,000.00
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plus,

Additional design and construction administration services as per the scope of work attached to and made a part of this Amendment No. 1	\$207,824.00
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Total Professional Services	\$517,824.00
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All other terms and conditions of the contract, as amended, to which this amendment applies, shall remain in full effect.

CONSULTANT

NAME: Kadrmass, Lee & Jackson, Inc.

BY: \_\_\_\_\_

TITLE: Practice Area Leader

DATE: \_\_\_\_\_

CITY OF BILLINGS, MONTANA

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## **Scope of Work**

### **City of Billings Work Order #09-11 Rimrock Road – East Half (17<sup>th</sup> Street West to Forsythia Boulevard)**

**Kadrmass, Lee & Jackson, Inc.  
May 16, 2011**

#### **I. DESCRIPTION**

Contract Amendment No. One is for additional services not included in the original contract dated August 10, 2009, which consist of project management, design, and construction administration. Design phase services include survey, engineering analyses and design, and contract document preparation. Construction phase services include staking, construction administration assistance, on-call consulting, record drawings, and project close-out.

#### **II. SERVICES TO BE PERFORMED**

##### **ADDITIONAL SURVEY AND DESIGN**

Additional survey and design services include detailed survey into private property that was not included in the original scope; re-surveys of properties that were previously completed; structural design, geotechnical evaluation, and contract document preparation for multiple types of retaining walls; sanitary sewer design and contract document preparation; lighting type alternatives analysis and subsequent design change to LED lighting; evaluating and designing channelizing islands at Arvin Road; and overall project scope of work revisions requiring contract document alterations.

##### **900 CONSTRUCTION ADMINISTRATION**

The Owner is responsible for overall construction administration, with periodic assistance from the Engineer. The Owner is also responsible for providing a Resident Project Representative. The objective of this phase is for the Engineer to provide limited construction administration services, at the request of the Owner, to review the Contractor's work in general conformance with the Contract Documents. Fees for the tasks outlined below are estimated based on the construction completion dates as identified in the Contract Documents and may change depending upon the Contractor's actual schedule.

KL&J is not responsible for the Contractor's safety procedures or operations. This scope of work does not include any safety inspections of the Contractor's equipment, procedures, or operations. KL&J is not responsible for the safety of City of Billings personnel, subconsultant personnel, site visitors, Contractor's personnel, Subcontractor's personnel, or any other personnel. KL&J will not proceed with duties in areas or situations that are deemed unsafe or

hazardous, due to the Contractor's non-conformance with OSHA or other agency safety regulations.

KL&J and its sub-consultants will not assume the normal duties and responsibilities of the Owner, Contractor, or Subcontractors. The contractor is solely responsible for his construction procedures, techniques, means and methods.

### **901 Project Management**

Project management allocates resources, maintains budgets and timelines, and monitors quality control procedures throughout the project.

One of the most critical components of project management is communication with the client and to the project team. Essentially, the project manager is the liaison between external parties and the KL&J team. It is the project manager's responsibility to notify the client of any issues, problems, or concerns regarding the project. The project manager also delegates all activities to the project team and coordinates the progress and completion of these activities. In addition, if any items arise during the duration of the project that are outside this scope of work, the project manager will address them with the City. Project management includes the following tasks:

- A. Prepare a work plan to include communication protocol, scope of work, time entry guidelines, schedules, and other standards used by the project team.
- B. Project coordination will include communication with City staff, Contractors, KL&J project staff, utility owners, and other stakeholders.
- C. Manage the timeline and budget, and prepare invoices and progress reports according to City requirements.

### **902 Meetings**

Attend one pre-construction conference, twenty-one weekly progress meetings, and one substantial completion walk through. Conducting meetings and providing subsequent meeting minutes is not included.

### **903 On-Call Construction Administration Assistance**

On-Call construction administration services will not be performed without prior approval of the Owner. This task is included for general consulting services by Engineer to assist the Owner throughout construction. The Engineer will provide the Owner with monthly budget status reports. Anticipated tasks associated with this item include:

- A. Submittal reviews limited to electrical and permanent traffic control signs
- B. Communications with the Owner to clarify contract documents and to assist with requests for information

- C. Review of substitutes or “or-equal” requests
- D. Change order consulting and related Contract Document revisions, if required
- E. Miscellaneous Site visits upon request by the Owner

#### **904 Construction Staking**

KL&J will provide construction staking to include survey control and horizontal and vertical control necessary for construction of the project. Construction staking tasks include the following:

- A. Establish horizontal and vertical control – verify and reestablish horizontal and vertical coordinates of control required for construction staking. Set new control at a frequency suitable for construction. (2 trips)
- B. Rough grading
  - 1. Offsets with grades to top back of curb with elevations and offset (to be determined on site) rounded to nearest 0.1-foot set at a minimum 50-foot interval or 100-foot if inter-visible. (4 trips)
- C. Storm Manholes and inlets (4 trips)
- D. Water main fittings and valves on the 12-inch main, and offset to hydrant locations (3 trips)
- E. Sanitary sewer manholes and pipe at 50-foot intervals (1 trip)
- F. Curb & gutter final staking (6 trips)
  - 2. Offset (to be determined on site) stakes at 25-foot intervals
  - 3. PC, PT, and radius point at intersections
  - 4. Median islands at Arvin
  - 5. Center of cross gutters
- G. Top of retaining wall at vertical grade changes or 100-foot intervals, whichever is less with offset (to be determined on site) to top of wall (3 trips)
- H. Grade Staking (7 trips)
  - 1. Subgrade at 100-foot intervals at 5.5ft left of centerline to design elevation or existing curb and gutter where not removed
  - 2. Base course at 50-foot intervals and vertical curves at 5.5ft left of centerline to design elevation or existing curb and gutter where not removed
  - 3. KL&J will not provide bluetop staking until the contractor has satisfactorily graded to within 0.2' of the design grade for the surface to be bluetopped.
- I. Permanent Sign Locations (2 trips)
- J. Light standards with actual and offset (2 trips)
- K. Center of driveway approaches (2 trips)
- L. Center of accessibility ramp (2 trips)
- M. Pavement markings at end of lines and one point at each symbol (1 trip)
- N. Center of overhead power poles to be relocated (1 trip)
- O. Section Corner Monuments (1 trip)

1. Recover all recoverable section corner monuments along the entirety of project length before any type of construction begins. A recovery corner form shall be completed for every section corner recovered and referenced for reestablishment. Section corners monuments destroyed during the construction process will be reset in original location and a reestablished corner form shall be completed and recorded.
2. Set four offsets (to be determined on site) to monument location after new pavement has been made for location of monument box
3. Supply pre-stamped brass cap to be set in monument

Construction staking for each item, including establishing horizontal and vertical control, will be provided one time. Additional staking required due to contractor's negligence, or additional trips required due to inadequate contractor scheduling will be subject to additional costs.

The total number of survey crew trips to the project site included in the tasks above is 41 trips. The Engineer will provide the Owner with a periodic status report, and will not exceed 41 trips without prior approval by the Owner.

The Contractor will be responsible for preserving all stakes throughout construction in accordance with the General Conditions. All other surveys required for the construction of the project shall be the responsibility of the Contractor. Should any stakes set by the KL&J survey crew be destroyed by the Contractor and need to be reset, the cost of the resurvey shall be deducted from the Contractor's payment requests.

#### Construction Staking Exclusions

This scope of work contains specific information regarding tasks, number of iterations, and deliverables included in the Agreement. Additional services beyond this scope of work are extra and will be addressed as a contract supplement. In addition to those specifically identified in the above tasks, the following list summarizes exclusions. The following list is not an exclusive list of additional services.

- A. Mail Boxes
- B. Driveway and curb return saw cuts
- C. Below ground and above ground utilities not identified above
- D. Lighting pull boxes
- E. Hydrant tees and valves, and water main valves not on 12 inch water main
- F. Fence Relocation
- G. Property corner monument recovery, corner record forms, and re-establishment Pursuant to Montana Code Annotated 70-22-115

#### **905 Project Close-Out and Record Drawings**

One complete set of project construction administration records and record drawings will be prepared and provided to the City upon completion of the project. Record

drawings will be provided in hard copy (2 sets on white bond paper) and electronically (2 DVDs with .pdf files).

### **III. DELIVERABLES**

The following deliverables will ultimately be provided by KL&J.

- Staking Notes Upon Request
- Record Drawings

### **IV. EXCLUSIONS**

This scope of work contains specific information regarding tasks, number of iterations, and deliverables included in the Agreement. Additional services beyond this scope of work are extra and will be addressed as a contract supplement. In addition to those specifically identified in the above tasks, the following list, which is not intended to be exclusive, summarizes exclusions.

- Permit applications
- Submittals not specifically identified above
- Review of contractor payrolls
- Review of weekly progress reports
- Review of payment applications
- Providing a Resident Project Representative or daily construction reports
- Materials testing or coordination thereof

### **V. SCHEDULE**

All services included in this agreement, except record drawings and project close-out, are anticipated to occur during the 2011 construction season and will be complete by December 31, 2011. Record drawings and project close-out will be completed by December 31, 2012.

**Regular City Council Meeting**

**Date: 05/23/2011**

**TITLE:** Billings Clinic - City of Billings Land Exchange Agreement

**PRESENTED BY:** Bruce McCandless, Asst. City Administrator

**Department:** City Hall Administration

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**Information**

**PROBLEM/ISSUE STATEMENT**

The City Council previously reviewed and approved exchanging land with the Billings Clinic. City street rights of way on N. 28th St. and 9th Ave. North would be vacated and the former Underriner Buick property would be deeded to the City for future Library use. Billings Clinic requests a formal, written agreement between the parties that expresses the exchange with more details and clarity than in past discussions. The Legal Department reviewed the agreement and the only outstanding question about the exchange is the manner in which the 800 block of N. 28th will be divided between two adjacent owners; Billings Clinic and the Cherry Tree Inn. The City's past practice is for a street to be equally divided between two adjacent owners and then a conveyance from one party to the other resolves the ownership issue. Cherry Tree Inn representative Douglas Kirby submitted a letter indicating that he supports the street transfer to the Billings Clinic, but the details on how an ownership transfer will occur are not clear. This unresolved issue does not prevent the City from vacating the right of way and allowing Billings Clinic and Mr. Kirby to resolve any issues between them.

**ALTERNATIVES ANALYZED**

The City Council may approve or reject the agreement. Rejecting the agreement will deprive the Library of this land and will make future building construction or public parking uncertain and much more difficult.

**FINANCIAL IMPACT**

There are no financial impacts from this property exchange other than staff time and document preparation and recording. The parcels have equal values and neither party will be required to pay for the other's property.

**RECOMMENDATION**

Staff recommends that the City Council approve the property exchange agreement with Billings Clinic.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Clinic Land Exchange Agreement 5-10-11

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## EXCHANGE AGREEMENT

**THIS EXCHANGE AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between **BILLINGS CLINIC**, formerly known as Deaconess Billings Clinic, a Montana nonprofit corporation, with mailing address at P.O. Box 37000, Billings, Montana (“Billings Clinic”), and **THE CITY OF BILLINGS, MONTANA**, a municipal corporation, 210 North 27<sup>th</sup> Street, Billings, Montana 59101 (“City”). Billings Clinic and City shall each individually be referred to herein as a “Party” and shall collectively be referred to as the “Parties.”

### RECITALS:

A. Billings Clinic is the owner of fee simple title to real property located in Yellowstone County, Montana described on **Exhibit A** (the “Billings Clinic Exchange Property”).

B. City is the owner of fee simple title to the real property in Yellowstone County, Montana depicted as Street Segments 1 through 4 on **Exhibit B** (the “City Exchange Property”).

C. The Billings Clinic Exchange Property and the City Exchange Property shall each individually be referred to herein as a “Property” and shall collectively be referred to as the “Properties.”

D. Billings Clinic and City do not desire to sell their respective properties for cash, but instead desire to exchange their property with one another for other property of like kind within the meaning of Section 1031 of the Internal Revenue Code (“Exchange”), and the regulations promulgated thereunder, upon the terms and provisions set forth in this Exchange Agreement.

E. After Public Notice, at its May 9, 2011 City Council Meeting the City approved the Exchange.

F. In order to effectuate a transfer of the City Exchange Property, the City must take action to discontinue, vacate and abandon the City Exchange Property in accordance with Montana law and the Billings Municipal Code (the “Abandonment Process”).

### FOR VALUABLE CONSIDERATION, IT IS AGREED:

1. **Effect of Recitals.** The foregoing Recitals are true and correct and by this reference are incorporated into the terms and conditions of this Exchange Agreement.

2. **Exchange of Property.** Billings Clinic and City agree to simultaneously exchange their respective exchange Properties, together with all appurtenances, improvements and fixtures, in accordance with the terms and provisions of this Exchange Agreement.

3. **Terms and Conditions Applicable to the Billings Clinic Exchange Property Transaction.**

a. **Agreed Upon Value.** The Parties agree that the value of the Billings Clinic Exchange Property, consisting of 31,080 square feet of real property and a 29,060 building (“Building”), is \$1,353,600.00 (the “Billings Clinic Exchange Property Value”).

b. **Conveyance Documents.** On or before the Closing Date, Billings Clinic shall execute and deliver to the Closing Agent:

(i) a warranty deed conveying to City merchantable fee simple title to the Billings Clinic Exchange Property free and clear of all liens and encumbrances except reservations and exceptions in patents from the United States and the State of Montana; existing easements and rights-of-way of record; all building, use, zoning, sanitary and environmental restrictions, mineral and royalty reservations or conveyances of record; and real estate taxes and assessments, including special improvement district assessments, for 2011 and subsequent years.

(ii) any and all other documents reasonably necessary to convey the Billings Clinic Exchange Property to City.

c. **Title Evidence.** Within a reasonable time after the execution of this Exchange Agreement, Billings Clinic shall furnish to City title evidence to the Billings Clinic Exchange Property in the form of a commitment for a standard coverage ALTA owner's policy of title insurance in the amount of the Billings Clinic Exchange Property Value (the "**Billings Clinic Title Commitment**"), showing that Billings Clinic's title is free and clear of liens, encumbrances, and title defects, excepting the usual printed exceptions contained in the commitment, and the items specifically excepted in Paragraph 3.b.(i) above. If City's examination (at City's expense) of the Billings Clinic Title Commitment discloses title irregularities beyond the permitted exceptions described above that render the title unmerchantable, then Billings Clinic shall proceed with reasonable diligence (at Billings Clinic's expense) to correct the same if such irregularities are specified in a written notice delivered to Billings Clinic on or before thirty (30) days after the Billings Clinic Title Commitment has been made available to City. If, on the Closing Date, Billings Clinic has been unable to cure or remove any such title irregularities specified in the written notice, then this Exchange 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, Billings Clinic shall cause a standard coverage ALTA owner's policy of title insurance to be issued to City in accordance with the terms of this paragraph. The premium for the standard coverage ALTA owner's policy of title insurance shall be paid by Billings Clinic.

d. **Property Taxes and Assessments.** All property taxes and assessments, including special improvement district assessments, with respect to the Billings Clinic Exchange Property for 2010 and prior years have been paid. Responsibility for payment of taxes on the Real Property for 2011 shall be prorated, as applicable, between the Parties as of the Closing Date. City shall be responsible for paying all taxes and assessments with respect to the Billings Clinic Exchange Property thereafter, as applicable.

e. **Billings Clinic Disclosures.**

(i) **Radon Disclosure Statement.** **RADON GAS: RADON GAS IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN MONTANA. ADDITIONAL INFORMATION**

**REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY OR STATE HEALTH UNIT.**

Billings Clinic represents to City that the Billings Clinic Exchange Property:

\_\_\_\_\_ HAS been tested for Radon or Radon progeny.

\_\_\_\_\_ HAS NOT been tested for Radon or Radon progeny.

If the Billings Clinic Exchange Property has been tested for Radon or Radon progeny, City hereby acknowledges that a copy of such test has been received along with evidence of any subsequent mitigation or treatment.

(ii) **Mold.** MOLD DISCLOSURE: 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 Centers for Disease Control and Prevention is studying the link between mold and serious health conditions. Billings Clinic cannot and does not represent or warrant the absence of mold. It is the City's obligation to determine whether a mold problem is present. To do so, City should hire a qualified inspector and make any contract to purchase contingent upon the results of that inspection. A seller 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.

With respect to the Building on the Billings Clinic Exchange Property, Billings Clinic represents to City that to Billings Clinic's knowledge the Building:

\_\_\_\_\_ HAS been tested for mold.

\_\_\_\_\_ HAS NOT been tested for mold.

If the Building has been tested for mold, City hereby acknowledges that a copy of such test has been received along with evidence of any subsequent mitigation or treatment.

With respect to the Building, Billings Clinic represents to City that Billings Clinic:

\_\_\_\_\_ HAS knowledge of the presence of mold in the Building and hereby makes disclosure of such mold to City.

\_\_\_\_\_ HAS NO knowledge of the presence of mold in the Building.

f. **Billings Clinic Representations and Warranties.** Billings Clinic makes the following representations and warranties to City concerning the Billings Clinic Exchange Property, which representations and warranties shall be accurate, true, and correct as of the Closing Date:

(i) Billings Clinic has good and marketable fee simple title to the Billings Clinic Exchange Property, which shall be free from liens and encumbrances on the Closing Date.

(ii) No suit, action, or legal, administrative, arbitration, or other proceeding or governmental investigation is pending or, to Billings Clinic's knowledge, is threatened against Billings Clinic which would affect the Billings Clinic Exchange Property. There is no outstanding judgment, decree, or order against Billings Clinic that affects the Billings Clinic Exchange Property.

(iii) Billings Clinic has provided City with all information in its possession concerning the environmental condition of the Billings Clinic Exchange Property.

(iv) Billings Clinic does not know, nor has it received written or official notice, of any violation of laws or ordinances governing the Billings Clinic Exchange Property.

(v) To Billings Clinic's knowledge, there are no encroachments onto the Billings Clinic Exchange Property. To Billings Clinic's knowledge, there are no easements, rights-of-way or claims thereof affecting the Billings Clinic Exchange Property that are not of record.

(vi) Billings Clinic shall keep the Billings Clinic Exchange Property in the same condition from the date of this Exchange Agreement to the Closing Date.

The warranties and representations set forth in this Exchange Agreement will survive the Closing Date. Billings Clinic will indemnify and hold City harmless from any damage, loss, claim, or liability arising out of any falsity, omission, or misstatement of any of the representations set forth in this Exchange Agreement.

4. **Terms and Conditions Applicable to the City Exchange Property Transaction.**

a. **Agreed Upon Value.** The Parties agree that the value of the City Exchange Property, consisting of 112,800 square feet of real property is \$1,353,600.00 (the "City Exchange Property Value").

b. **Conditions Relating to Conveyance.** In order to effectuate the conveyance of the City Exchange Property, the City will initiate and complete the Abandonment Process. The City agrees to proceed with diligence to complete the

Abandonment Process. To assist with the Abandonment Process Billings Clinic, at its sole expense, has provided City with a title report showing the ownership of all properties abutting the City Exchange Property and will otherwise cooperate with the process as requested by City. City will not require the completion of a Traffic Accessibility Study as part of the Abandonment Process and has waived the need for an appraisal. As a part of the Abandonment Process, City will negotiate and record easements with any private utilities located in the City Exchange Property substantially in the form attached hereto as **Exhibit C**. All of the properties abutting the City Exchange Property are owned by Billings Clinic or a predecessor entity except for Lots 13 through 20 of Block 25, Fosters Addition which is owned by Kirby Development Company Inc., a Montana corporation ("Kirby"). Because all of the consideration for the abandonment and conveyance of the City Exchange Property is being contributed by Billings Clinic as described in this Agreement, Kirby has acknowledged and consented to the transactions contemplated in this Agreement as reflected in the attached Exhibit D and will acquire no interest in the City Exchange Property by virtue of the Abandonment Process and subsequent conveyance of the City Exchange Property to Billings Clinic by City.

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c. **Conveyance Documents.** On or before the Closing Date, City shall execute and deliver to the Closing Agent:

(i) a warranty deed conveying to Billings Clinic merchantable fee simple title to the City Exchange Property free and clear of all liens and encumbrances except reservations and exceptions in patents from the United States and the State of Montana; existing easements and rights-of-way of record; all building, use, zoning, sanitary and environmental restrictions, mineral and royalty reservations or conveyances of record; and real estate taxes and assessments, including special improvement district assessments, for 2011 and subsequent years and excepting and reserving to the City easements for existing City utilities. Easements reserved to the City, as well as easements provided to any private utilities in the context of the Abandonment Process shall provide that the owner of the City Exchange Property may, in its sole discretion, elect to remove and relocate such utilities at its sole cost and expense and will provide new easements for the relocated utilities.

(ii) any and all other documents reasonably necessary to convey the City Exchange Property to Billings Clinic.

d. **Property Taxes and Assessments.** All property taxes and assessments, including special improvement district assessments, with respect to the City Exchange Property for 2010 and prior years have been paid, as applicable. Responsibility for payment of taxes on the City Exchange Property for 2011 shall be prorated, as applicable, between the Parties as of the Closing Date. Billings Clinic shall be responsible for paying all taxes and assessments with respect to the City Exchange Property thereafter, as applicable.

e. **City Representations and Warranties.** City makes the following representations and warranties to Billings Clinic concerning the City Exchange Property, which representations and warranties shall be accurate, true, and correct as of the Closing Date:

(i) City has good and marketable fee simple title to the City Exchange Property, which shall be free from liens and encumbrances on the Closing Date.

(ii) City has full authority to vacate, abandon and convey the City Exchange Property and has or will have as of Closing complied with any and all requirements relating to such actions.

(iii) No suit, action, or legal, administrative, arbitration, or other proceeding or governmental investigation is pending or, to City's knowledge, is threatened against City which would affect the City Exchange Property. There is no outstanding judgment, decree, or order against City that affects the City Exchange Property.

(iv) City does not know, nor has it received written or official notice, of any violation of laws or ordinances governing the City Exchange Property.

(v) To City's knowledge, there are no encroachments onto the City Exchange Property. To City's knowledge, there are no easements, rights-of-way or claims thereof affecting the City Exchange Property that are not of record.

(vi) City shall keep the City Exchange Property in the same condition from the date of this Exchange Agreement to the Closing Date.

The warranties and representations set forth in this Exchange Agreement will survive the Closing Date. City will indemnify and hold Billings Clinic harmless from any damage, loss, claim, or liability arising out of any falsity, omission, or misstatement of any of the representations set forth in this Exchange Agreement.

5. **Terms and Conditions Applicable to Both Transactions.**

a. **Closing.** The closing ("Closing") of this exchange shall be held within \_\_\_\_\_ ( ) days of the completion of the Abandonment Process and simultaneously with the effective date of the abandonment (the "Closing Date"), at the office of Chicago Title Insurance Company, Billings, Montana ("Closing Agent"), unless otherwise mutually agreed by the parties. The Parties will deposit with the Closing Agent all instruments and monies necessary to complete the exchange in accordance with this Exchange Agreement. Closing fees, which do not include attorney fees and costs of the parties, shall be shared equally by Billings Clinic and City. The Parties shall each pay their own attorney fees for counsel and for review and preparation of documents prior to Closing.

b. **Possession.** Each Party shall be entitled to possession of the Property acquired by it under this Exchange Agreement on the date of Closing, unless otherwise specified herein.

c. **Property Investigation.** Each Party shall have the right, at its expense, to inspect and investigate the Property being acquired pursuant to the terms and conditions of this paragraph. Each Party shall have the right to enter the Property being acquired at reasonable times and in a reasonable manner for the purpose of investigating the Property. After making such investigation, the investigating Party shall restore the Property to its condition prior to such investigation. The investigating Party shall indemnify, defend, and hold harmless the Property owner from any claims, loss, or damage in connection with such investigation.

d. **Party Representations and Warranties.**

(i) **Billings Clinic.** Billings Clinic warrants and represents to City, which warranties and representations shall be true and correct as of the Closing Date:

A. Billings Clinic is a nonprofit corporation duly organized, validly existing, and in good standing under the laws of the State of Montana, and is duly qualified to do business in the State of Montana. Billings Clinic has full power and authority to carry on its business and to own, use, and sell its assets and properties and acquire properties.

B. Neither the execution and delivery of this Exchange Agreement, nor Billings Clinic's consummation of any of the transactions contemplated hereby, will result in a breach of any applicable statute or regulation, or of any administrative or court order or decree, nor conflict with or result in the breach of any term, provision, covenant, or condition of any agreement or other instrument to which Billings Clinic is a party or by which it may be bound, or which with the giving of notice or lapse of time or both would constitute an event of default thereunder.

These warranties and representations will survive the Closing. Billings Clinic will indemnify and hold City harmless from any damage, loss, claims, or liability arising out of any falsity, omission, or misstatement of the matters set forth in this paragraph.

(ii) **City.**

A. City is municipal corporation duly organized, validly existing, and in good standing under the laws of the State of Montana. City has full power and authority to carry on its business and to own, use, and sell its assets and properties and acquire properties.

B. Neither the execution and delivery of this Agreement, nor City's consummation of any of the transactions contemplated hereby, will result in a breach of any applicable statute or regulation, or of any administrative or court order or decree, nor conflict with or result in the breach of any term, provision, covenant, or condition of any agreement or other instrument to which City is a party or by which it may be bound, or which with the giving of notice or lapse of time or both would constitute an event of default thereunder.

These warranties and representations will survive the Closing. City will indemnify and hold the Billings Clinic harmless from any damage, loss, claims, or liability arising out of any falsity, omission, or misstatement of the matters set forth in this paragraph.

e. **Conditions Precedent to Obligations.** The parties' obligations to consummate the transactions contemplated by this Exchange Agreement are subject to and conditioned upon, the satisfaction of the following conditions ("Conditions Precedent") on or before the Closing Date, unless otherwise noted:

(i) All representations and warranties set forth herein shall be true and correct in all material respects.

(ii) There shall not exist, or a Party shall have delivered or arranged to be delivered to the Closing Agent all documents necessary to remove or release, any title

defect or encumbrance affecting the Properties not permitted under this Exchange Agreement.

(iii) There shall have been no material adverse change in the condition of the Properties from the date of this Exchange Agreement.

(iv) Each Party's investigation of the Property being acquired by it and approval or disapproval of the condition and status thereof.

(v) The approval of the terms and conditions of this Exchange Agreement and the transactions contemplated hereunder by Billings Clinic's Board of Directors by \_\_\_\_\_.

(vi) The approval of the terms and conditions of the Exchange Agreement and the transactions contemplated hereunder, together with the approval to vacate, abandon, and convey the City Exchange Property, by the Billings City Council by \_\_\_\_\_.

(vii) Each Party's reasonable satisfaction with the form and substance of all documents to be executed and delivered under this Exchange Agreement.

If a Party in good faith disapproves or is unable to confirm any of the Conditions Precedent by the date indicated, the other Party's only remedy is to rescind this Exchange Agreement by written notice to the other Party.

f. **Risk of Loss.** Risk of loss associated with each of the Properties remains with its current owner through the Closing Date.

g. **Remedies on Default.** If either Party fails to consummate this Exchange Agreement in accordance with its terms for any reason within the control of that Party, other than for a reason set forth in Paragraph 5.e above, which is not cured within ten (10) days after written notice of such violation (in either case, a "Defaulting Party"), then the other Party shall have as its sole remedy the option of either of the following:

- (i) Rescinding this Exchange Agreement by giving written notice to the Defaulting Party; or
- (ii) Enforcing specific performance of the Defaulting Party's obligations hereunder.

h. **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 following addresses:

Billings Clinic:

Billings Clinic  
P. O. Box 37000  
Billings, Montana 59107  
Attention: Mitch Goplen, Executive Director of Facility Services

with a copy to:

Legal Department  
Billings Clinic  
P.O. Box 37000  
Billings, Montana 59107-7000

City:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notice served by mail shall be deemed complete when deposited in the United States Mail, postage prepaid. A Party wishing to change its designated address shall do so by notice in writing to the other Party. Rejection or other refusal to accept notice, or the inability to deliver notice because of a change of address for which no notice was given, shall be deemed receipt of the notice.

i. **Assignment.** Neither Party may assign his or its right, title or interest in or under this Exchange Agreement.

j. **Independent Investigation.** Each Party enters into this Exchange Agreement in full reliance upon its independent investigation and judgment, and neither Party nor any of their respective agents or attorneys make any warranties or representations to the other Party about any of the property described herein, except as specifically stated herein. There are no verbal or other agreements which modify or affect this Exchange Agreement.

k. **Brokers Fees.** Each Party represents and warrants to one another that neither has engaged any brokers or real estate agents in connection with this exchange who might claim a fee or commission by reason of this exchange.

l. **Attorney Fees.** If either Party defaults in its performance hereunder and the other Party employs an attorney because of such default, the Defaulting Party agrees to pay, on demand, all costs, charges and expenses, including reasonable attorney and paralegal fees, incurred at any time by the other Party because of the default.

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

n. **Time and Binding Effect.** Time shall be of the essence of this Exchange Agreement. Subject to the limitations of use contained herein, 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.

o. **Tax Deferred Exchange.** Each Party acknowledges that it is the intention of each Party to complete an IRS Code Section 1031 Tax Deferred Exchange pursuant to this Exchange Agreement.

p. **Governing Law.** This Exchange Agreement shall be governed by the laws of the state of Montana.

q. **Survival.** The provisions of this Exchange Agreement shall survive closing.

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

s. **Waiver.** If one Party waives any term or provision of this Exchange Agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either Party fails to exercise or delays exercising any of its rights or remedies under this Exchange Agreement, that Party retains the right to enforce that term or provision at a later time.

IN WITNESS WHEREOF, this Exchange Agreement has been executed on the day and year first above written.

**BILLINGS CLINIC** f/k/a Deaconess Billings  
Clinic

**THE CITY OF BILLINGS, MONTANA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Mayor

“Billings Clinic”

Attest:

\_\_\_\_\_  
City Clerk

(Seal)

“City”

**EXHIBIT A**

**Billings Clinic Exchange Property**

Lots 13, 14, 15, 16, 17, 18, 19, 20, and the North 22 feet of Lot 21, Block 49, of Foster's Addition, 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, together with all appurtenances, buildings, improvements, and fixtures.

**EXHIBIT B**

**City Exchange Property**

Street Segments 1, 2, 3, and 4 depicted on the attached map.

**EXHIBIT C**

**Form of Private Utility Easements**

EXHIBIT D

Formatted: Underline

Kirby Letter

**Regular City Council Meeting**

**Date: 05/23/2011**

**TITLE:** Acknowledge Receipt of Petition to Vacate portions of 9th Avenue North and North 28th Street and Set a Public Hearing

**PRESENTED BY:** David Mumford

**Department:** Public Works

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**Information**

**PROBLEM/ISSUE STATEMENT**

Billings Clinic has petitioned to vacate 9th Avenue North between North 28th Street and North 29th Street, North 28th Street between 7th Avenue North and 9th Avenue North, and the south half of North 28th Street between 10th Avenue North and 11th Avenue North. This ROW will be given to the Billings Clinic in exchange for property near the library. Currently, there are water mains, sanitary sewer mains, and storm drain mains running through the proposed vacated area. Billings Clinic will enter into an easement agreement that will allow full access to these lines and will require Billings Clinic to relocate the public utilities if they ever propose to construct a structure over the utilities.

**ALTERNATIVES ANALYZED**

The Council may:

- Approve acknowledgement of petition to vacate the above-mentioned right-of-way and set a public hearing for June 13, 2011.
- Do not acknowledge the petition and terminate the street vacation process.

**FINANCIAL IMPACT**

The Right of Way is being vacated to Billings Clinic in exchange for property in order to construct a new public library.

**RECOMMENDATION**

Staff recommends that Council acknowledge the receipt of petition to vacate portions of 9th Avenue North and North 28th Street and set a public hearing for June 13, 2011.

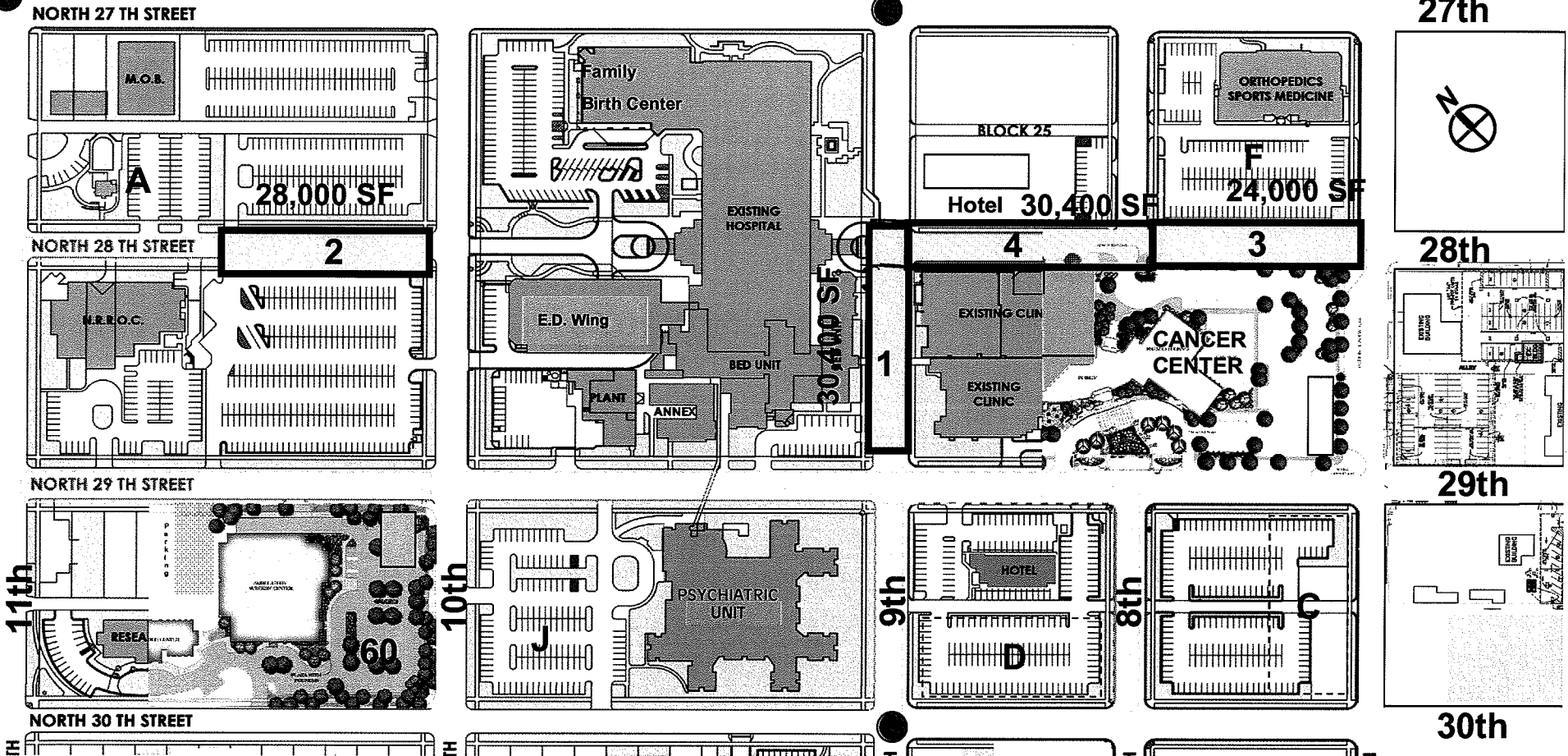
**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Exhibit of Right of Way

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**Location and Value of City  
Property of interest to  
Billings Clinic.**

**Regular City Council Meeting**

**Date: 05/23/2011**

**TITLE:** Shiloh Conservation Area Land Warranty Deed Acceptance

**PRESENTED BY:** David Mumford

**Department:** Public Works

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**Information**

**PROBLEM/ISSUE STATEMENT**

At the April 25, 2011 meeting, City Council approved a resolution authorizing the purchase of the land from Yellowstone County for the Shiloh Conservation Area project. The Yellowstone County Board of County Commissioners held a public hearing on April 26, 2011 and formally approved the sale of the land to the City. On May 3, 2011 the Board formally approved the warranty deed language. The Commission Chairman signed and fully executed the warranty deed that transfers this property to the City. Historically in land sales such as this, the City Council has asked to formally accept the warranty deed.

**ALTERNATIVES ANALYZED**

1. Accept the warranty deed from the Yellowstone County Board of County Commissioners; or,
2. Do not accept the warranty deed.

**FINANCIAL IMPACT**

Funding for the purchase of this land is from Storm Drain Funds in the amount of \$512,797.50.

**RECOMMENDATION**

Staff recommends that the City Council accept the warranty deed as signed and executed by the Yellowstone County Board of County Commissioners for the purchase of land that will become the Shiloh Conservation Area.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

warranty deed

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Return to:  
City of Billings  
Attn: City Clerk  
P. O. Box 1178  
Billings, Montana 59103

### Warranty Deed

For valuable consideration, Yellowstone County, a political subdivision of the State of Montana, whose address is Post Office Box 35000, Billings, Montana 59103, through its Board of County Commissioners, conveys to the City of Billings, a municipal corporation in the State of Montana, whose address is Post Office Box 1178, Billings, Montana 59103, all its interest in the property described below that is located in Yellowstone County, Montana:

Lot 5A of Block 1 of the Amended Plat of Long Subdivision, recorded as document number 3585198 with the Yellowstone County Clerk and Recorder on April 19, 2011.


The conveyance is subject to the following exceptions:

- (a) All reservations, covenants, restrictions and exceptions in recorded documents pertaining to the property
- (b) All existing easements and right-of-ways of record, building, use, zoning, sanitary and environmental restrictions.
- (c) Any taxes and assessments for 2011 and subsequent years.
- (d) All prior conveyances, leases or transfers of any interest in minerals, including but not limited to oil and gas.

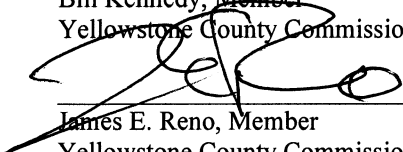
Except as mentioned above, the conveyance is subject to the usual covenants contained in Section 30-11-110 of the Montana Code Annotated.

The Board of County Commissioners authorized the conveyance of the property pursuant to Section 7-8-101(1) of the Montana Code Annotated (2009) at its April 26 2011 meeting.


Dated this 3rd day of May 2011.

  
John Ostlund, Chairman  
Yellowstone County Commissioner

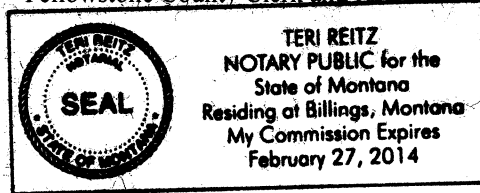
\_\_\_\_\_  
Bill Kennedy, Member  
Yellowstone County Commissioner

  
\_\_\_\_\_  
James E. Reno, Member  
Yellowstone County Commissioner

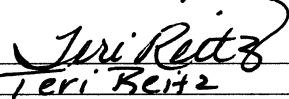
Attest:

  
\_\_\_\_\_  
Tony Nave  
Yellowstone County Clerk and Recorder

State of Montana        }  
                                  ss.  
County of Yellowstone    }



On May 3, 2011, before me, personally appeared John Ostlund, Bill Kennedy and James E. Reno, members of the Board of County Commissioner of Yellowstone County, and Tony Nave, the Yellowstone County Clerk and Recorder, and acknowledge to me that they executed the attached warranty deed on behalf of Yellowstone County in their official capacities as Board Members and the Clerk and Recorder.

  
\_\_\_\_\_  
Teri Reitz  
Notary Public For the State of Montana  
Residing at Billings, Montana.  
My commission expires 2-27-2014

**Acknowledgement and Acceptance of Conveyance**

The City of Billings through its Mayor acknowledges receipt of this deed and accepts the property conveyed through this deed.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

\_\_\_\_\_  
Tom Hanel, Mayor, City of Billings

Attest:

By: \_\_\_\_\_  
Cari Martin, Clerk of the City of Billings

State of Montana        }  
                                  ss.  
County of Yellowstone    }

On \_\_\_\_\_, 2011, before me, personally appeared Tom Hanel, the Mayor of the City of Billings, and Cari Martin, the Clerk of the City of Billings, and acknowledge to me that they executed the Acknowledgement and Acceptance of Conveyance portion of this Warranty Deed on behalf of the City of Billings in their official capacities as Mayor and the Clerk and Recorder.

\_\_\_\_\_  
Notary Public For the State of Montana  
Residing at Billings, Montana.  
My commission expires \_\_\_\_\_

**Regular City Council Meeting**

**Date: 05/23/2011**

**TITLE:** DBA Downtown Bicycle Race - Revised date

**PRESENTED BY:** David Mumford

**Department:** Public Works

---

**Information**

**PROBLEM/ISSUE STATEMENT**

This bicycle race event was originally approved by City Council on March 28, 2011. This was approved as a two day event, however, due to the inclement weather on race day, the bike race portion was postponed. The event sponsor would like to hold the bike race on an alternate date. The route and street party locations have not changed from the original approved event.

Who: The Downtown Billings Association

Event: Second Annual Bike Race

When: Tuesday, June 21, 2011, from 3:30 pm to 11:00pm

Where: Broadway between 1st and 3rd Avenues N; 2nd Avenue N between 30th and Broadway; and the south lane of 3rd Avenue N between 28th and 29th.

Recommended conditions of approval include Downtown Billings Association:

1. Notifying all emergency facilities, bus lines and media at least two weeks in advance of the event
2. Provide a certificate of insurance with required liability amounts naming the City of Billings as additional insured
3. All course guards (flaggers) shall wear safety apparel and use approved STOP/SLOW paddles
4. Provide and install adequate traffic barricades and signs directing motorists around closure and remove barricades during the duration of run
5. Clean area to be used and provide and empty waste cans
6. Details of street closures must be coordinated with City Traffic Engineer no less than one week prior to event

**ALTERNATIVES ANALYZED**

The Council may:

- Approve the request to close the indicated streets for the event; or
- Deny the street closures

**FINANCIAL IMPACT**

Administrative time to process the application is offset by the application fee. Police, traffic control and litter removal for are to be paid for by the Downtown Billings Association.

**RECOMMENDATION**

Staff recommends that Council approve the temporary street closures for the Downtown Billings Association's Bicycle Race Fundraiser.

**APPROVED BY CITY ADMINISTRATOR**

---

## Attachments

Bike Race & 5K

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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. or Downtown Billings office - 2815 2<sup>nd</sup> Ave. N. (both - 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 JOE STOUT

ORGANIZATION MAKING APPLICATION BID / SPARE CHANGE FOR REAL CHANGE

ADDRESS 2815 2ND AVENUE N City BILLINGS State MT Zip 59101

EMAIL ADDRESS JOES@DOWNTOWNBILLINGS.COM

APPROXIMATE TIME EVENT WILL:

Assemble 4:00 PM Start 5:00 PM Disband 10:00 PM

DATE OF EVENT 26 MARCH, 2011

PURPOSE OF EVENT: (Description and detail of plans)

A DOWNTOWN BICYCLE RACE EVENT INTENDED TO RAISE MONEY AND AWARENESS FOR SPARE CHANGE FOR REAL CHANGE

EVENT ROUTE DESIRED (IF APPLICABLE) - Please attach map

BROADWAY BETWEEN 1<sup>ST</sup> AND 3<sup>RD</sup>, 2<sup>ND</sup> BETWEEN 30<sup>TH</sup> AND BROADWAY  
ONE LANE OF 3<sup>RD</sup> (SOUTH LANE) BETWEEN 28<sup>TH</sup> & 29<sup>TH</sup> WITH STRAW BERM,  
TYPE III BARRICADES, AND CONES DIVIDING THE LANES

BLOCK PARTY STREET LOCATION (IF APPLICABLE)

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

BID SERVICES WITH PURPLE PEOPLE, ECS PORTA POTIES

**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 not a certificate of insurance in NOT required for Block Parties.)

**NOTICE:** ANY MARKINGS (NO PAINT ALLOWED) TO BE PLACED ON THE PUBLIC RIGHT-OF-WAY MUST BE APPROVED BY THE CITY TRAFFIC/ENGINEERING DEPARTMENT PRIOR TO PLCEMENT, 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 EVEN ROUTE FOR NO PARKING TWO HOURS PRIOR TO YOU 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 EVEN ROUTE (PARADE),** THE CITY WILL PROVIDE TWO POLICE OFFICERS WITH VEHICLES TO START THE3 EVENT, AND A STREET SWEEPER (IF NECESSARY AND WEATHER PERMITTING) TO FOLLOW THE EVENT.

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

**UPON SIGNING OF THIS APPLICATION, THA 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 and The Downtown Billings Alliance, its officers, agents, employees and volunteers from damage to property and for injury to or death of any person 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 JOE SCOUT DATE 6 DEC. 2010

APPLICANT APPROVED \_\_\_\_\_ DATE \_\_\_\_\_

APPLICANT 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

2<sup>nd</sup> Annual Bicycle CRIT (March 26, 2011) and Purple 5K (March 27, 2011)

List All of the Businesses impacted by the closure and have them "sign off" on the event

	Business Name:	Address:	Signature:
1	Hippy Conquer	2813 2nd Ave N	[Signature]
2	Bottega	2814 2nd Ave N	[Signature]
3	Montaggio	2810 2nd Ave N	[Signature]
4	Douglas Edibles	2712 2nd Ave N	[Signature]
5	Earth Nations	207 N. Broadway	[Signature]
6	FELIZAS HILL	271N BROADWAY	[Signature]
7	Rosario Blossom	225 N. Broadway	[Signature]
8	CRICKET CATERING CO.	2814 2nd Ave N	[Signature]
9	Meridian	2818 2nd Ave N	[Signature]
10	Sham Dal	110 N. 29th St.	[Signature]
11	Lipstick Bismarck	116 N. 29th	[Signature]
12	Active Project	2423 2nd Ave N	[Signature]
13	Joe AKOM	2917 2nd Ave N	[Signature]
14	Pam Vador	502 N. 50th	[Signature]
15	Pharm Store	373 N. 29th	[Signature]
16	Open the [unclear]	113 N. Broadway	[Signature]
17	J. Metzger Bin 119	119 N BROADWAY	[Signature]
18	Joe's [unclear]	131 N. Broadway	[Signature]
19	[unclear]	106 N. Broadway	[Signature]
20	EN STEP Inced	108 N Broadway	[Signature]



# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/28/2010

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

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

<b>PRODUCER</b> Hub Int'l. Mountain States Ltd 3533 Gabel Road Billings, MT 59102 406.652-9151	<b>CONTACT NAME:</b> Brooke Overbeak <b>PHONE:</b> 4066529151 <b>FAX:</b> 4066527838 <b>EMAIL:</b> Rhonda.Schultz@hubinternational.com <b>ADDRESS:</b> <b>PRODUCER:</b> <b>CUSTOMER ID#:</b>													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Property Casualty Co</td> <td>25674</td> </tr> <tr> <td>INSURER B: Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Property Casualty Co	25674	INSURER B: Travelers Indemnity Company	25658	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> Downtown Billings Association, Inc. 2815 2nd Ave. North Billings, MT 59101														

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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

INSR	TYPE OF INSURANCE	ADDITIONAL SUBRS	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
CLASS		NSR - WAD		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	GENERAL LIABILITY		X6604885M434TIL10	07/01/2010	07/01/2011	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMMOD AGG \$2,000,000 \$
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
B	UMBRELLA LIAB		XSMCUP0429T327IND1	07/01/2010	07/01/2011	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$
	EXCESS LIAB CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			INC STATU- TORY LIMITS   10TH IER. E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**RE:** Special Events-It is understood and agreed that the Certificate Holder is named as Additional Insured but only with respect to its liability arising out of the activities of the Named Insured per form CGD443 07 08.

<b>CERTIFICATE HOLDER</b> City of Billings PO Box 1178 Billings, MT 59104	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Rene Hellego</i>
--	---

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## EVENT APPLICATION – WITH STREET CLOSURE Permit Application

Below you will see a step by step process that must be implemented in order to close streets and hold an event. You may stage and implement your own event downtown or make use of the Business Improvement District's "Kit of Parts." In any case, you must obtain your own street closure permission and provide your own liability insurance.

**STEP 1:** Make sure you have a PLAN AND that your block neighbors are "on board" with the idea...or, at least, do not object to your plan.

-Date(s) of Event: 26 MAR 2011

-Does this event require any Street Closure?  Yes  No

-Do you have Liability Insurance that will cover this event?  Yes  No  
(You will be required to provide a "Binder" to the City of Billings showing coverage)

-Will you be serving alcoholic beverages?  Yes  No  
(A permit may be required from the Billings Police Department)

What Blocks will be closed: (Example: The 200 Block of N. Broadway)

List all: 100 BLOCK OF N. B. WAY, 200 BLOCK OF N. BROADWAY

2800, 2900 BLOCK OF 2ND N

200 BLOCK OF 29TH

3/4 SOUTH LANE OF 2800 BLOCK OF 3RD N.

Briefly Describe Your Event Activity/Participants:

A BICYCLE RACE TO RAISE MONEY FOR SPARE CHANGE FOR REAL CHANGE

-Specify the exact date and TIME the blocks noted above will be CLOSED: 3:30 PM

-Specify the exact date and TIME the blocks noted above will be REOPENED: 10 PM

-Indicate your traffic re-route plan: **BE SPECIFIC...SEE EXAMPLE**

(Example if closing the 200 Block of N. Broadway...Northbound traffic on N. 28<sup>th</sup> would be diverted west at 1<sup>st</sup> Ave. North then resume northbound at N. 29<sup>th</sup> & southbound traffic on N. 28<sup>th</sup> would be diverted east at 2<sup>nd</sup> Ave. North then resume southbound at N. 27<sup>th</sup>)

2ND AVE TRAFFIC WILL BE RE ROUTED SOUTH ON N. 30 TO MONTANA

NORTHBOUND ON BROADWAY WILL BE SENT WEST ON FIRST TO RESUME N ON N 31

SOUTHBOUND ON BROADWAY WILL BE SENT WEST ON 3RD TO RESUME S ON N 30TH



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. or Downtown Billings office – 2815 2<sup>nd</sup> Ave. N. (both – 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: Joe Stout, BID Street Supervisor and Greg A. Krueger, Devel. Dir.

ORGANIZATION MAKING APPLICATION: Downtown Billings Association, Inc.

ADDRESS: 2815 2nd Ave. N. City: Billings State: MT Zip: 59101

EMAIL ADDRESS: jstout@downtownbillings.com or gregk@downtownbillings.com

APPROXIMATE TIME EVENT WILL:

Assemble 8:00 am Start 10:00 am Disband 2:00 pm

DATE OF EVENT Sunday, March 27, 2011

PURPOSE OF EVENT: (Description and detail of plans) Second annual Purple 5K run/walk/race to raise funds for and awareness of homelessness in Billings and the activities of the Spare Change for Real Change program.

EVENT ROUTE DESIRED (IF APPLICABLE) – Please attach map The race will begin at 10:00 with all runners and walkers starting together. Assembly will take place in Grandview Park by MSU Billings and the race will follow the route established and used successfully last year PLEASE SEE MAP FOR DETAILS. Awards and after-race party will take place under Skypoint with Broadway and 2nd remaining closed until disbanding at approximately 2:00 pm.

BLOCK PARTY STREET LOCATION (IF APPLICABLE) See above.

CLEAN UP IMPLEMENTATION: (Company contracted or services you will provide) Set up, closure and clean up will be handled by the B.I.D. Purple People and volunteers.

**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 not a certificate of insurance in NOT required for Block Parties.)

**NOTICE:** ANY MARKINGS (NO PAINT ALLOWED) TO BE PLACED ON THE 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 EVEN ROUTE FOR NO PARKING TWO HOURS PRIOR TO YOU 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 EVEN ROUTE (PARADE),** THE CITY WILL PROVIDE TWO POLICE OFFICERS WITH VEHICLES TO START THE EVENT, AND A STREET SWEEPER (IF NECESSARY AND WEATHER PERMITTING) TO FOLLOW THE EVENT.

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

**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 and The Downtown Billings Alliance, its officers, agents, employees and volunteers from damage to property and for injury to or death of any person 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 \_\_\_\_\_ *Greg A. Krueger* \_\_\_\_\_ DATE February 9, 2011

APPLICANT APPROVED \_\_\_\_\_ DATE \_\_\_\_\_

APPLICANT DENIED \_\_\_\_\_ DATE \_\_\_\_\_

ADDITIONAL RESTRICTIONS OR SPECIAL CONDITIONS: YES \_\_\_ NO \_\_\_ (IF YES ATTACH COPY)

**FOR CITY USE ONLY**

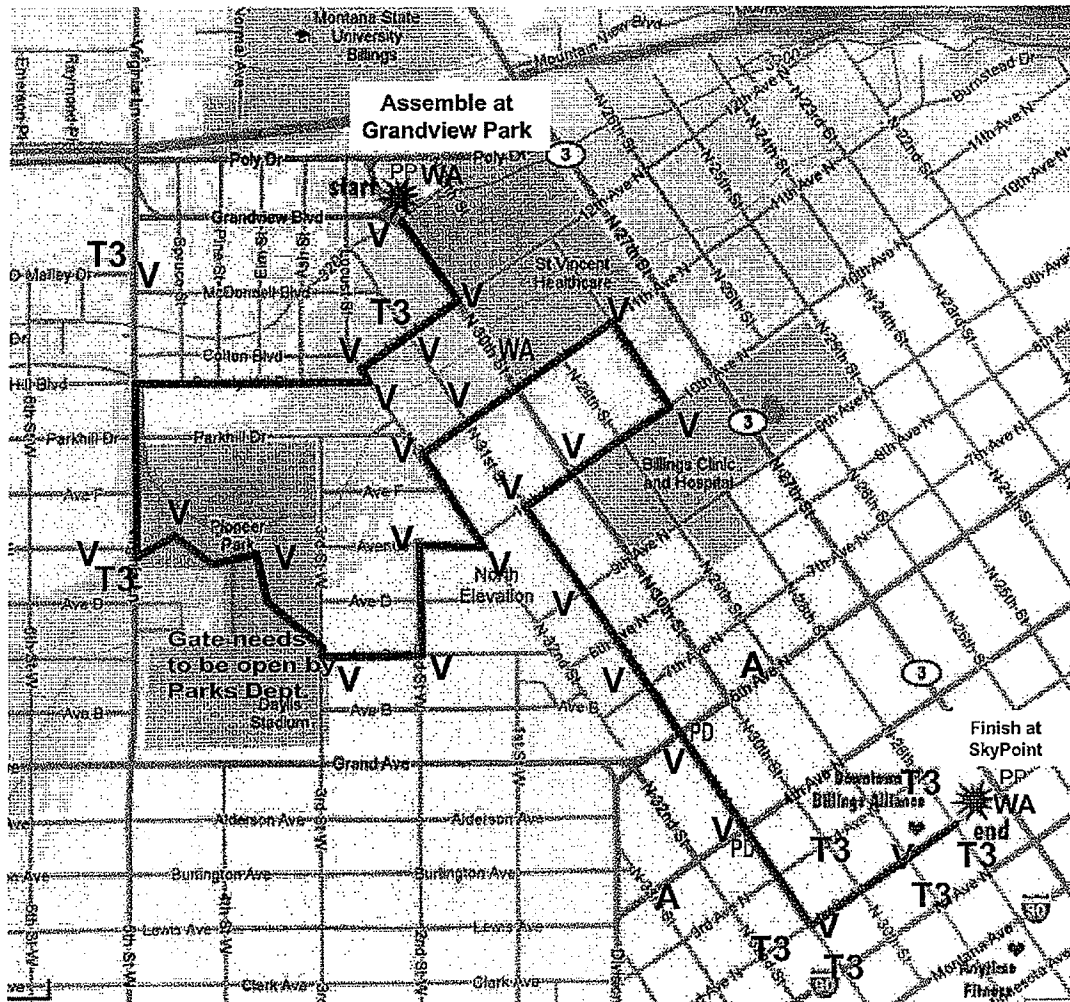
FEE: \_\_\_\_\_

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



- T3** Type 3 Barricade - 9 total - Virginia Ln @ O Malley, Virginia Ln @ Zimmerman Center, 2nd N. @ N. 32nd, N. 31st @ 12th, N. 31st @ 1st N., N. 30th @ 3rd N., N. 29th @ 1st N., N. 28th @ 1st N. & 3rd N.
- V** Volunteer team - various locations (each team will have Stop/Slow sign and safety vests (see map))
- PD** Police Car - 4th N. @ N. 31st and 6th N. @ N. 31st St. (closed as needed for runner crossings)
- WA** Water Station - At start and Finish, At 11th @ N. 30th.
- A** Arrow Board Warning - @ 4th and N 33rd, @ 6th N. and N. 29th
- PP** Porta Pottie - in Park at start and by SkyPoint at finish.

Closures/times

Rolling and monitored closure of N. 31st just north of 12th would begin at 10 am at 10:15 am the T3 will be "rolled" to N. 31st at 11th. N. 31.

Virginia Ln (southbound) will be closed at 10 am at O'malley Dr. (traffic diverted right onto O'Malley) northbound will be closed at Zimmerman center. Virginia Ln. will reopen no later than 2 pm.

Downtown will be closed with T3 (see map) closures from 8:00 am to 1 pm with N. Broadway between 1<sup>st</sup> and 3<sup>rd</sup> and 2<sup>nd</sup> N. between N. 29<sup>th</sup> and N. 27<sup>th</sup> St. (SkyPoint) until 2 pm.

2<sup>nd</sup> Annual Bicycle CRIT (March 26, 2011) and Purple 5K (March 27, 2011)

List All of the Businesses impacted by the closure and have them "sign off" on the event

	Business Name:	Address:	Signature:
1	Hippy Concoct	2813 2nd Ave N.	[Signature]
2	Bottaega	2814 2nd Ave N	[Signature]
3	Montague	2810 2nd Ave N	[Signature]
4	Paula's Edibles	2712 2nd Ave N.	[Signature]
5	INDIAN NATIONS	207 N. Broadway	[Signature]
6	BELEZA SALON	217 N. BROADWAY	[Signature]
7	Rosarie Blossom	225 N. Broadway	[Signature]
8	Cricket Clothing Co.	2814 2nd Ave N	[Signature]
9	mendocian	2818 2nd Ave N	[Signature]
10	Sherry Daly	110 N. 29th St.	[Signature]
11	Danial Bickman	116 N. 29th	[Signature]
12	Chokuba Perfect	2923 2nd Ave N	[Signature]
13	Jae AKIM	2917 2nd Ave N	[Signature]
14	Tom Uzoer	202 N. 50th	[Signature]
15	Bibiana Shirel	223 N. 29th	[Signature]
16	H. C. [unclear]	113 N. Broadway	[Signature]
17	J. Mentzer Bldg 119	119 N. BROADWAY	[Signature]
18	Q. J. [unclear]	150 N. Broadway	[Signature]
19	M. K. [unclear]	106 N. Broadway	[Signature]
20	IN STEP shoes	108 N. Broadway	[Signature]

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/28/2010

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

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


<b>PRODUCER</b> Hub Int'l. Mountain States Ltd 3533 Gabel Road Billings, MT 59102 406 652-9151	<b>CONTACT NAME</b> Brooke Overbeek <b>PHONE (A/C, No, Ext):</b> 4066529151 <b>FAX (A/C, No):</b> 4066527838 <b>E-MAIL ADDRESS:</b> Rhonda.Schultz@hubinternational.com <b>PRODUCER CUSTOMER ID #:</b>
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Travelers Property Casualty Co NAIC # 25674 INSURER B: Travelers Indemnity Company 25658 INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b> Downtown Billings Association, Inc. 2815 2nd Ave. North Billings, MT 59101	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR. CL. / TR.	TYPE OF INSURANCE	ADDITIONAL SUBR. INSR. NUM.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		X6604885M434TIL10	07/01/2010	07/01/2011	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (EA OCCURRENCE)	\$300,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (EA accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
							\$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000		XSMCUP0429T327IND1	07/01/2010	07/01/2011	EACH OCCURRENCE	\$1,000,000
						AGGREGATE	\$1,000,000
							\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			IWC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**RE: Special Events**-It is understood and agreed that the Certificate Holder is named as Additional Insured but only with respect to its liability arising out of the activities of the Named Insured per form CGD443 07 08.

<b>CERTIFICATE HOLDER</b>  City of Billings PO Box 1178 Billings, MT 59104	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

**Regular City Council Meeting**

**Date: 05/23/2011**

**TITLE:** ABT Wild West Soiree

**PRESENTED BY:** David Mumford

**Department:** Public Works

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**Information**

**PROBLEM/ISSUE STATEMENT**

An event sponsor identified below is requesting Council approval to close the indicated streets for a fundraising event.

Who: Alberta Bair Theater

Event: Wild West Soiree (Annual Fundraiser and Western Street Dance)

Date: Saturday, June 25 from 6:00 am until 12:00 midnight

Where: Skypoint (2nd Ave N. between the alley west of N.27th to N. 29th; N. Broadway from 1 Ave N. to 3rd Ave N.)

Recommended conditions of approval include Alberta Bair Theater:

1. Provide approved certificate of insurance naming City of Billings as additional insured
2. Provide and install adequate traffic barricades and signs directing motorists around closure
3. Please insure that a clear unobstructed 10' wide access lane is provided on the closed street to allow access for emergency vehicles
4. Obtain the proper open container from the Police Department if alcohol will be consumed in the public right of way
5. Contacting all businesses and making them aware of the event
6. Notifying all emergency facilities, bus lines and media of the event

**ALTERNATIVES ANALYZED**

The Council may:

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

**FINANCIAL IMPACT**

Administrative time to process the permit is offset by the application fee. Police and traffic control are to be paid for by Alberta Bair Theater.

**RECOMMENDATION**

Staff recommends that Council approve the closures named above for the Alberta Bair Theater's Wild West Soiree fundraiser.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

ABT Wild West Soiree

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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. or Downtown Billings office - 2815 2<sup>nd</sup> Ave. N. (both - 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 William R. Wood

ORGANIZATION MAKING APPLICATION Alberta Bair Theater

ADDRESS P.O. Box 1556 city Billings State MT Zip 59103

EMAIL ADDRESS woody@albertabairtheater.org

APPROXIMATE TIME EVENT WILL:

Assemble 6:00 a.m. Start 11:00 a.m. Disband 12:00 midnight

DATE OF EVENT Saturday, June 25, 2011

PURPOSE OF EVENT: (Description and detail of plans)

Wild West Soiree - A fundraising event for the ABT to include a family street fair in the afternoon and Western street dance in the evening. The event will include live music and entertainment to include a group of guest gunfighters interacting with the crowd. There will also be food, drink and craft vendors and games and crafts for kids.

EVENT ROUTE DESIRED (IF APPLICABLE) - Please attach map

n/a

BLOCK PARTY STREET LOCATION (IF APPLICABLE)

Around Sky Point: The 100 and 300 Block of North Broadway and 3<sup>rd</sup> Avenue North from <sup>Alley</sup> 27<sup>th</sup> Street ~~to~~ 29<sup>th</sup> Street.

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

The ABT will clean and/or contract to use BID services.

**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 not a certificate of insurance in NOT required for Block Parties.)

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**FOR DOWNTOWN EVENTS:** YOU OR THE ORGANIZATION YOU REPRESENT MUST "ASSIGN" THE FIRST TWO BLOCKS OF THE DOWNTOWN EVEN ROUTE FOR NO PARKING TWO HOURS PRIOR TO YOU 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 EVEN ROUTE (PARADE),** THE CITY WILL PROVIDE TWO POLICE OFFICERS WITH VEHICLES TO START THE3 EVENT, AND A STREET SWEEPER (IF NECESSARY AND WEATHER PERMITTING) TO FOLLOW THE EVENT.

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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 *William R. Wood* DATE 3/17/2011

APPLICANT APPROVED \_\_\_\_\_ DATE \_\_\_\_\_

APPLICANT DENIED \_\_\_\_\_ DATE \_\_\_\_\_

ADDITIONAL RESTRICTIONS OR SPECIAL CONDITIONS: YES \_\_\_ NO \_\_\_ (IF YES ATTACH COPY)

**FOR CITY USE ONLY**

FEE: \_\_\_\_\_

APPLICANT NOTIFIED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

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

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/08/2011

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

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


<b>PRODUCER</b> Holness LaBar Insurance A Member of Payne Financial Group P.O. Box 30638 Billings, MT 59107-0638	<b>CONTACT NAME:</b>
	PHONE (A/C, No, Ext):      FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:
<b>INSURED</b> Alberta Bair Theater Corporation DBA Alberta Bair Theater P.O. Box 1556 Billings, MT 59103	INSURER(S) AFFORDING COVERAGE      NAIC #
	INSURER A : Cincinnati Insurance Company
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E : INSURER F :

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

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

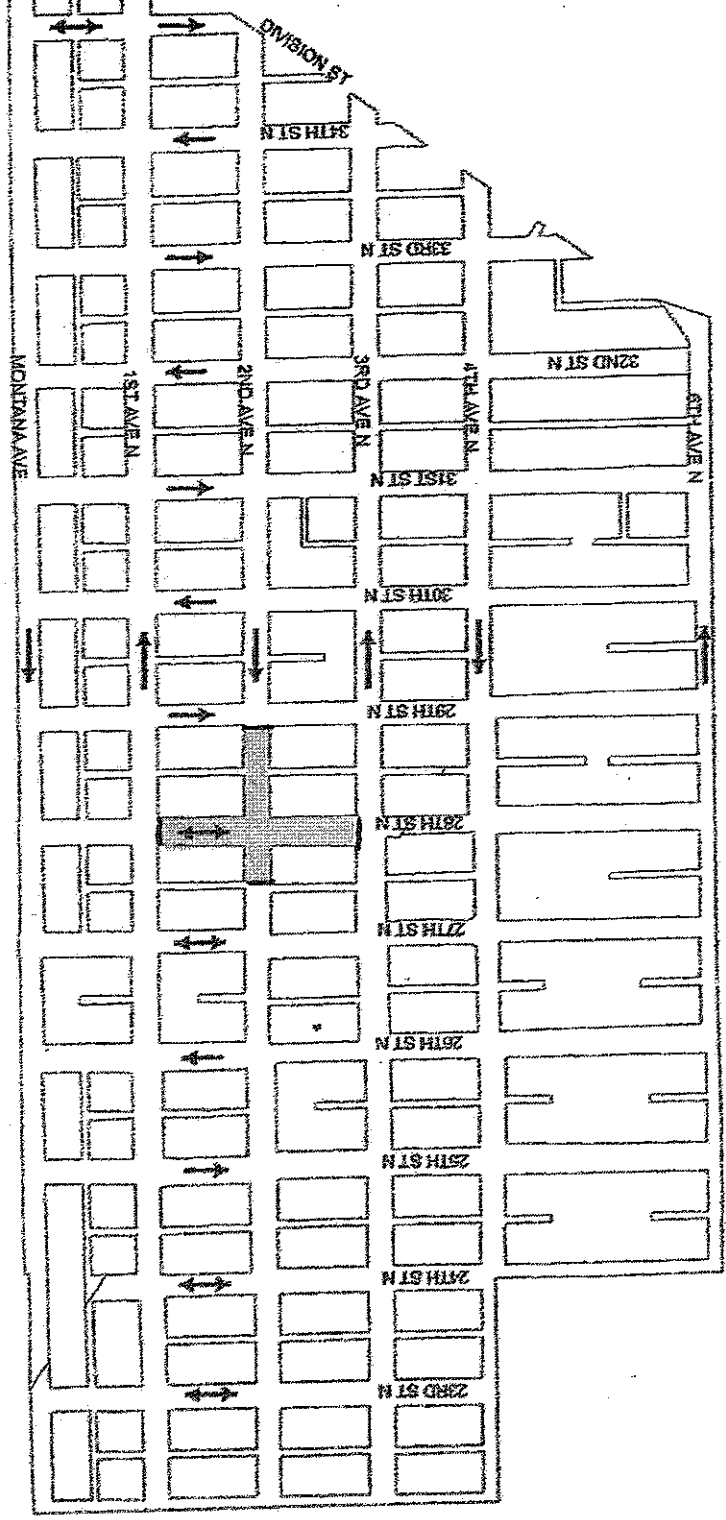
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		CPP0882643	07/01/2010	07/01/2011	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CPP0882643	07/01/2010	07/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$			CPP0882643	07/01/2010	07/01/2011	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				WC STATUTORY LIMITS      OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			CPP0882643	07/01/2010	07/01/2011	1,000,000 Occurrence 1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Additional Insured Form GA4081 Ref: Event 06/25/11 - Wild West Soiree - Location: 2nd Ave between 27th & 29th; Broadway between 1st Ave & 3rd Ave; Broadway between 3rd & 4th Ave, Billings, MT.

<b>CERTIFICATE HOLDER</b> The City of Billings PO Box 1178 Billings, MT 59103	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Saturday, June 25, 2011

**Downtown Billings Street Direction Map**



## EVENT APPLICATION – WITH STREET CLOSURE Permit Application

Below you will see a step by step process that must be implemented in order to close streets and hold an event. You may stage and implement your own event downtown or make use of the Business Improvement District's "Kit of Parts." In any case, you must obtain your own street closure permission and provide your own liability insurance.

**STEP 1:** Make sure you have a PLAN AND that your block neighbors are "on board" with the idea...or, at least, do not object to your plan.

-Date(s) of Event: Saturday, June 25, 2011

-Does this event require any Street Closure? X Yes \_\_\_\_\_ No

-Do you have Liability Insurance that will cover this event? X Yes \_\_\_\_\_ No  
*(You will be required to provide a "Binder" to the City of Billings showing coverage)*

-Will you be serving alcoholic beverages? X Yes \_\_\_\_\_ No  
*(A permit may be required from the Billings Police Department)*

**What Blocks will be closed:** (Example: The 200 Block of N. Broadway)

List all: 100 Block North Broadway  
200 Block North Broadway  
2700 Block 2nd Avenue North (closed up to Alley)  
2800 Block 2nd Avenue North

**Briefly Describe Your Event Activity/Participants:**

Western Street Fair with activities, entertainment, food, drink and craft vendors, 11:00 a.m. – 4:00 p.m. Western Street Dance with live music, food and drink, 7:00 p.m. – 10:00 p.m.

-Specify the exact date and TIME the blocks noted above will be CLOSED: 6/25/11 6:00 a.m.

-Specify the exact date and TIME the blocks noted above will be REOPENED: 6/25/11 12:00 midnight

**-Indicate your traffic re-route plan: BE SPECIFIC...SEE EXAMPLE**

(Example if closing the 200 Block of N. Broadway...Northbound traffic on N. 28<sup>th</sup> would be diverted west at 1<sup>st</sup> Ave. North then resume northbound at N. 29<sup>th</sup> & southbound traffic on N. 28<sup>th</sup> would be diverted east at 2<sup>nd</sup> Ave. North then resume southbound at N. 27<sup>th</sup>)

List All of the Businesses impacted by the closure and have them "sign off" on the event:

BUSINESS NAME:	ADDRESS:	SIGNATURE:
1. Prairie Blossoms	225 N. Broadway	Jan Taylor
2. Billing Midwesterner Drug Court	221 N. Broadway	Debra Miller
3. Belleza	217 N Broadway	[Signature]
4. Edward Jones	213 N Broadway	Barbara Taylor
5. Valley FCU	207 N Broadway	Carli
6. Indian Nations	207 N Broadway	Wileen White
7. Buchanan Capital	201 N Broadway	[Signature]
8. Con Tendant	123 N Broadway	[Signature]
9. The Soap Place	106 N Broadway	[Signature]
10. Hoodigan's/Montana Beer Co	109/113 N Broadway	[Signature]
11. Alderative Group	105 N Broadway	Kelly Stinson

Use an additional sheet if needed

**STEP 2:** Submit your street closure (Step 1) permit request to the Downtown Billings Association **AT LEAST 60 DAYS PRIOR TO YOUR EVENT DATE!**

**Submit to:**  
Downtown Billings  
Attn: Lisa Harmon  
2815 2<sup>nd</sup> Ave N.  
Billings, MT 59101  
Email: [liharmon@downtownbillings.com](mailto:liharmon@downtownbillings.com)  
  
Phone: 406-259-5060  
Fax: 406-294-5061

**STEP 3:** WAIT FOR APPROVAL FROM THE CITY COUNCIL! (If you have questions you are welcome to contact the Downtown Billings)

**STEP 4:** Upon approval by the City...Arrange for Kit of Parts equipment/services provided by The Business Improvement District (BID)

Business Improvement District (BID)  
Attn: Lisa Harmon  
2815 Second Avenue North  
Billings, MT 59101  
  
Phone: 406-294-5060  
Fax: 406-294-5061  
Email: [liharmon@downtownbillings.com](mailto:liharmon@downtownbillings.com)



**Regular City Council Meeting**

**Date: 05/23/2011**

**TITLE:** Downtown Billings Association Events

**PRESENTED BY:** David Mumford

**Department:** Public Works

---

**Information**

**PROBLEM/ISSUE STATEMENT**

The Downtown Billings Association requests temporary street closures for its annual Alive After Five events, Strawberry Festival, Harvestfest, Holiday Parade, and Christmas Stroll. The packet contains the street closures for each event and times. These annual events will follow the same basic outline as in previous years.

Recommended conditions of approval include DBA:

1. Provide certificates of insurance from each business hosting the event naming the City of Billings as additional insured
2. Provide and install adequate traffic barricades and signs directing motorists around closures
3. Allow a 10' wide unobstructed access lane throughout the closed streets for emergency vehicles
4. Obtain proper alcohol and noise permits from the Police Department if required
5. Contact all businesses and make them aware prior to the event
6. Clean the area to be used and provide and empty waste cans after the event.
7. Notify all emergency facilities, bus lines and media at least two weeks in advance of the event.

**ALTERNATIVES ANALYZED**

The Council may:

- Approve the requests to close streets for the events; or
- Deny the street closures.

**FINANCIAL IMPACT**

The administrative time to process permits is offset by the application fee. The Downtown Billings Association will pay for Police, traffic control and litter removal.

**RECOMMENDATION**

Staff recommends that Council approve the closures as outlined in the attached documents.

**APPROVED BY CITY ADMINISTRATOR**

---

**Attachments**

DBA Street Closures

---



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. or Downtown Billings office - 2815 2<sup>nd</sup> Ave. N. (both - 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 Mikal Young

ORGANIZATION MAKING APPLICATION Downtown Billings Assoc.

ADDRESS 215 2nd Ave N City BILLINGS State MT Zip 59101

EMAIL ADDRESS MIKAL.Y@DOWNTOWNBILLINGS.COM

APPROXIMATE TIME EVENT WILL:

Assemble \_\_\_\_\_ Start \_\_\_\_\_ Disband \_\_\_\_\_

DATE OF EVENT \_\_\_\_\_

PURPOSE OF EVENT: (Description and detail of plans)

PLEASE SEE ATTACHED

EVENT ROUTE DESIRED (IF APPLICABLE) - Please attach map

PLEASE SEE ATTACHED

BLOCK PARTY STREET LOCATION (IF APPLICABLE)

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

BID

**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 not a certificate of insurance in NOT required for Block Parties.)

**NOTICE:** ANY MARKINGS (NO PAINT ALLOWED) TO BE PLACED ON THE PUBLIC RIGHT-OF-WAY MUST BE APPROVED BY THE CITY TRAFFIC/ENGINEERING DEPARTMENT PRIOR TO PLCEMENT, 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 EVEN ROUTE FOR NO PARKING TWO HOURS PRIOR TO YOU EVENT USING THE ROUTE SIGNS PROVIDED BY THE CITY. IT IS YOUR RESPONSIBILITY TO PROVIDE THE APPROPRIATE BARRICADES FOR THE STREET CLOSURE.

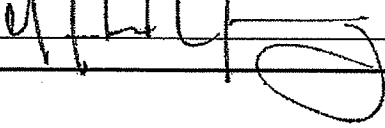
**IF USING THE ESTABLISHED EVEN ROUTE (PARADE),** THE CITY WILL PROVIDE TWO POLICE OFFICERS WITH VEHICLES TO START THE3 EVENT, AND A STREET SWEEPER (IF NECESSARY AND WEATHER PERMITTING) TO FOLLOW THE EVENT.

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

**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 and The Downtown Billings Alliance, its officers, agents, employees and volunteers from damage to property and for injury to or death of any person from all liability claims, actions or judgments which may arise from the activity.

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

APPLICANT SIGNATURE  DATE 2-9-11

APPLICANT APPROVED \_\_\_\_\_ DATE \_\_\_\_\_

APPLICANT 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 Association.**  
2815 2nd Ave N., Billings, MT 59101  
Phone: 294-5060 Fax: 294-5061  
Email: Mikaly@downtownbillings.com

## **Street Closure Requests for Downtown Billings 2011 Events**

**ALIVE AFTER 5: 6/2, 6/9, 6/16, 6/23, 6/30, 7/7, 7/14, 7/21, 7/28, 8/4, 8/18**

Alive After 5 has 13 different hosting venues. The Alive After 5 will include many of the same activities as it did last year. We will need street closure from 3 PM until 9 PM and from 3PM until 10PM on August 18th. The event includes music and alcohol sales (open container permit will be obtained by the hosting restaurant/pub) and usually draws a large crowd.

**Alive After 5: Thursday, June 2, 2011**

The DBA will be hosting the 1<sup>st</sup> Alive After 5 at the Yellowstone Art Museum. We are requesting to close the following street:

N. 26<sup>th</sup> street between 4<sup>th</sup> Ave N. and 6<sup>th</sup> Ave N. Traffic on 4<sup>th</sup> Ave N. and 6<sup>th</sup> Ave N. will not be affected except they will not be able to turn south down N. 26<sup>th</sup> between 4<sup>th</sup> Ave N. and 6<sup>th</sup> Ave N. We will mark the street as "closed" at 6<sup>th</sup> Ave N. so traffic can not turn down this street.

**Alive After 5: Thursday, June 9, 2011**

The 3<sup>rd</sup> host that needs street closure is Ciao Mambos. We are requesting to close the following street:

N. 23<sup>rd</sup> street between Montana Ave and 1<sup>st</sup> Ave N. Traffic on Montana will not be able to turn north up N. 23<sup>rd</sup> and traffic on 1<sup>st</sup> Ave N. will not be able to turn south down 23<sup>rd</sup> Ave N. We will mark the street as "closed" at both 1<sup>st</sup> and Montana on 23<sup>rd</sup> so traffic cannot turn onto this street.

**Alive After 5: Thursday, June 16, 2011**

The third Alive After 5 that needs street closure is for Rowdy's. We are requesting to close the following street:

N 28<sup>th</sup> from 2nd to 3rd Ave. Traffic will not be able to turn south from 3rd or north from 2<sup>nd</sup> on to N. Broadway.

**Alive After 5: Thursday, June 23, 2011**

The fourth Alive After 5 is hosted by The Club Carlin and we are requesting the following:

N. 25<sup>th</sup> street between Montana Ave and 1<sup>st</sup> Ave. N. (1 block) from 3:00 PM to 9:00 PM. Traffic on Montana Ave. will not be allowed to turn left onto N. 25<sup>th</sup> street and accommodations will be made for the Bus Depot (Bus traffic only) to access their facility via 1<sup>st</sup> Ave N. at N. 25<sup>th</sup>. Since N 25<sup>th</sup> is a northbound one-way street, this will be a special departure from normal bus traffic. We will mark the street as "closed" at 1<sup>st</sup> Ave. N. just to make sure that regular traffic doesn't enter even though they would be going the wrong way on a one-way street. In addition, using cones and yellow caution tape, we will clearly mark a "no access area" on the street to accommodate any bus traffic. (Most of the action & crowd occupancy on the street will occur far from the Bus Depot near Montana Ave.)

**Alive After 5: Thursday, June 30, 2011**

The fifth Alive After 5 that needs street closure is Montana Brewing Co. We are requesting to close the following street:

N 28<sup>th</sup> from 1<sup>st</sup> to 2nd Ave. Traffic will not be able to turn south from 2<sup>nd</sup> or north from 1<sup>st</sup> onto N. Broadway.

**Alive After 5: Thursday, July 7, 2011**

The sixth Alive After 5 needing a street closure will be hosted by Tiny's Tavern. We are requesting to close the following street:

N. 24<sup>th</sup> street between 4<sup>th</sup> Ave N. and 3<sup>rd</sup> Ave N. Traffic on 3<sup>rd</sup> Ave N. and 4<sup>th</sup> Ave N. will not be affected except they will not be able to turn north or south down N. 24<sup>th</sup> between 4<sup>th</sup> Ave N. and 3<sup>rd</sup> Ave N. We will mark the street as "closed" at 4<sup>th</sup> Ave N. and 3<sup>rd</sup> Ave N. so traffic can not turn down this street.

**Alive After 5: Thursday, July 14, 2011**

The seventh Alive After 5 is hosted by The Rex and we are requesting the following:

N. 24th street between Montana Ave and 1<sup>st</sup> Ave. N. (1 block) from 3:00 PM to 9:00 PM. Traffic on 1<sup>st</sup> Ave. will not be allowed to turn left onto N. 24th street.

**Alive After 5: Thursday, July 28, 2011**

Monte Carlo hosts the eighth Alive After 5 needing a street closure. We are requesting to close the following street:

N. 29<sup>th</sup> street between Montana Ave and 1<sup>st</sup> Ave N. from 3:00 PM to 9:00PM. Traffic on Montana Ave will not be allowed to turn left onto N. 29<sup>th</sup> street.

**Alive After 5: Thursday, August 4, 2011**

The ninth street closure request is for Alive After 5 hosted by Pug Mahon's. We are requesting to close the following street:

N. 30th street between 1<sup>st</sup> Ave N. and 2<sup>nd</sup> Ave N. Traffic on 2<sup>nd</sup> Ave N. will not be allowed to turn south onto N. 30<sup>th</sup> street. Traffic on 1<sup>st</sup> Ave N. will not be able to turn north on N. 30<sup>th</sup> St.

**Alive After 5: Thursday, August 18, 2011**

The tenth Alive After 5 street closure request is for Downtown Billings. We request to close the following street from 3pm-10pm:

N. 31<sup>st</sup> Street between 4<sup>th</sup> Ave N and 6<sup>th</sup> Ave N. Traffic on 4<sup>th</sup> Ave N and 6<sup>th</sup> Ave N will not be affected except they will not be able to turn north from 4<sup>th</sup> Ave. N onto N 31<sup>st</sup> Street.

**Alive After 5: Thursday, August 25, 2011**

The final Alive After 5 street closure request is for Surfer Joes. We request to close the following street from 3pm-10pm:

N 16th between 4th Ave N and 3rd Ave N. Traffic on 4th Ave N will not be affected except they will not be able to turn south down N. 16th. Traffic will also not be affected on 3rd Ave N except they will not be able to turn North onto N. 16th. We will mark the street as "closed" at both 3rd and 4th so traffic cannot turn onto N. 16th.

**STRAWBERRY FESTIVAL Saturday, June 11, 2011**

The Strawberry Festival will include many of the same activities as in the past eighteen years. We request permission to close the following streets from 3am-7pm: (6 ½ blocks)

N 28<sup>th</sup> from 1<sup>st</sup> to 3<sup>rd</sup> Ave. (traffic will not be allowed to turn North from 1<sup>st</sup> Ave N or South from 3<sup>rd</sup> Ave N onto N 28<sup>th</sup>)  
2<sup>nd</sup> Ave N from the alley West of N. 27<sup>th</sup> to N 30<sup>th</sup> (traffic diverted right only onto N 30<sup>th</sup>), & N 29<sup>th</sup> from 1<sup>st</sup> to 3<sup>rd</sup> Ave (traffic will not be allowed to turn North from 1<sup>st</sup> onto N 29<sup>th</sup>).

**HARVESTFEST**

**Saturday, October 8, 2011 or  
Saturday, October 15, 2011 (Rain Date)**

HarvestFest is a smaller version of Strawberry Festival Fall. We are requesting the following streets be closed from 6am-5pm on Saturday, October 8, 2011.

N 28<sup>th</sup> from 1<sup>st</sup> to 3<sup>rd</sup> Ave. (traffic will not be allowed to turn south on N. Broadway from 3<sup>rd</sup>) & 2<sup>nd</sup> Ave from the alley West of N. 27<sup>th</sup> to N. 29<sup>th</sup> (traffic diverted left only onto n. 29<sup>th</sup>).

**HOLIDAY PARADE:****Friday, November 25, 2011**

Pursuant to City Ordinance Sections 24-540 and 24-501 I would like to hereby request permission to hold our annual Holiday Parade. We intend to use the usual established Downtown Parade Route. We will start the parade at 7:00 PM on Friday, November 25, 2011 with final staging beginning in the staging area east of 26<sup>th</sup> St. at about 5:30 PM. We will arrange for proper

**HOLIDAY PARADE CONT....**

closure of the staging area and parade route. We will do our best to ensure that no vehicles are parked in the parking lanes on 3<sup>rd</sup> Ave. between 27<sup>th</sup> and 29<sup>th</sup> streets and we will secure the services of the Billings Police Department to assist in temporary street closures, especially N. 27<sup>th</sup>.

We would request the usual police department support for this parade with a lead car and a follow car. We would also like permission to place a review trailer on 3<sup>rd</sup> Ave across from The Alberta Bair Theater...same as previous years. Finally, I hereby inform your department that there may be animals in this parade and the streets will need to be cleaned following the parade. We will arrange for event zone/no parking signs and place them on the parade route prior to the event.

**CHRISTMAS STROLL:****Friday, December 2nd, 2011**

The Christmas Stoll will include many of the same activities as in the past 15 years. At this time, we are requesting that the following streets be closed from 4pm to 9:30pm: (3½ blocks)

N. 28<sup>th</sup> from 1<sup>st</sup> to 3<sup>rd</sup> Ave. (traffic diverted left only onto 1<sup>st</sup> N.);

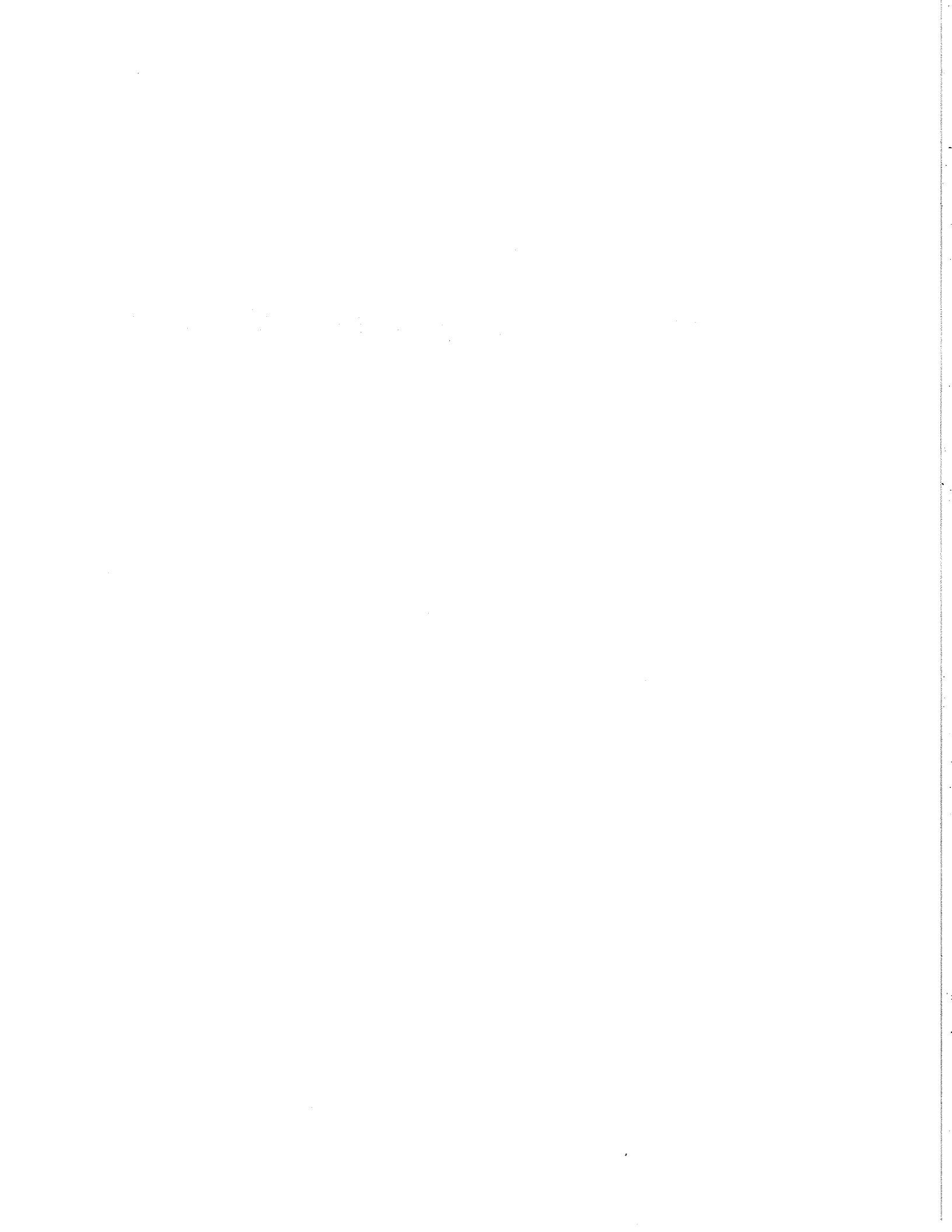
And 2<sup>nd</sup> Ave. from the alley east of N. 27<sup>th</sup> to N. 29<sup>th</sup> (traffic diverted left only onto N. 29<sup>th</sup>).

**For all of these events, the Downtown Billings Association will provide necessary barricades for traffic control. We will also arrange for adequate trash cans to control litter as well as clean up. And, we will send letters before each event to inform emergency personnel of the street closures and parade events. At this time, we request adequate police escort for the holiday parade and bike/foot patrol officers, if available, at all events. If you have any questions or concerns, please call me at 294-5060.**

Thank you for your time and consideration and helping us make Downtown Billings a vibrant destination.

Sincerely,

Mikal Young  
Marketing and Events Coordinator  
Downtown Billings



# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/28/2010

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

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

<b>PRODUCER</b> Hub Int'l. Mountain States Ltd 3533 Gabe Road Billings, MT 59102 406 652-9151		<b>CONTACT NAME:</b> Brooke Overbeek <b>PHONE (A/C, Hn, Ext):</b> 4066529151 <b>FAX (A/C, Hn):</b> 4066527838 <b>EMAIL ADDRESS:</b> Rhonda.Schultz@hubinternational.com <b>PRODUCER CUSTOMER ID #:</b>	
<b>INSURED</b> Downtown Billings Association, Inc. 2815 2nd Ave. North Billings, MT 59101		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Property Casualty Co <b>NAIC #</b> 25674 <b>INSURER B:</b> Travelers Indemnity Company <b>25658</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR. CAT.	TYPE OF INSURANCE	ADDITIONAL SUBSCRIBER	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		X6604885M434TIL10	07/01/2010	07/01/2011	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Per occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP ACCT \$2,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
B	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	XSMCUP0429T327IND1	07/01/2010	07/01/2011	EACH OCCURRENCE \$1,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N	N/A			(ING STATUS / EXCEPT. LIMITS)   (OTHER) E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
**RE:** Special Events-It is understood and agreed that the Certificate Holder is named as Additional Insured but only with respect to its liability arising out of the activities of the Named Insured per form CGD443 07 08.

<b>CERTIFICATE HOLDER</b> City of Billings PO Box 1178 Billings, MT 59104	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Rene Kelly</i>
--	---

# Commercial Certificate of Insurance



**FARMERS**

Agency Name & Address:  
 • Roger L. Daniel Insurance Agency Inc.  
 • 3330 4th Ave North  
 • Billings, Montana 59101  
 • 406-252-3411

Issue Date (MM/DD/YY) 03/30/11

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies shown below.

St. 70 Dist. 05 Agent 311

### Companies Providing Coverage:

Insured Name & Address:  
 • EB Ventures LLC  
 • DBA Ciao Mamba  
 • 2301 Montana Ave  
 • Billings, Montana 59101

- Company A  York Insurance Exchange
- Company B  Farmers Insurance Exchange
- Company C  Mid-Century Insurance Company
- Company D

### Coverages

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

Co. Inr.	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits	
A	General Liability	604791205	01/10/11	01/10/12	General Aggregate	\$ 4,000,000
	<input checked="" type="checkbox"/> Commercial General Liability				Products-Comp/OPS Aggregate	\$ 4,000,000
	<input checked="" type="checkbox"/> - Occurrence Version				Personal & Advertising Injury	\$ 2,000,000
	Contractual - Incidental Only				Each Occurrence	\$ 2,000,000
	Owners & Contractors Prot.				Fire Damage (Any one fire)	\$ 75,000
					Medical Expense (Any one person)	\$ 5,000
A	Automobile Liability	604791205	01/10/11	01/10/12	Combined Single Limit	\$ 1,000,000
	All Owned Commercial Autos				Bodily Injury (Per person)	\$
	Scheduled Autos				Bodily Injury (Per accident)	\$
	<input checked="" type="checkbox"/> Hired Autos				Property Damage	\$
	<input checked="" type="checkbox"/> Non-Owned Autos				Garage Aggregate	\$
	Garage Liability					
	Umbrella Liability				Limit	\$
	Workers' Compensation and Employers' Liability				Statutory	
					Each Accident	\$
					Disease - Each Employee	\$
					Disease - Policy Limit	\$

### Description of Operations/Vehicles/Restrictions/Special items:

Please note that the Certificate Holder Listed below is also an Additional Insured on the above mentioned policy

### Certificate Holder

Name & Address:  
 • City of Billings  
 • Po Box 1178  
 • Billings, Montana 59103  
 • RE: Alive After 5 Event

### Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

*Roger L. Daniel*  
 Authorized Representative

# Commercial Certificate of Insurance



**FARMERS**

Agency Name & Address:  
 • Roger L. Daniel Insurance Agency Inc.  
 • 3330 4th Ave North  
 • Billings, Montana 59101  
 • 406-252-3411

Issue Date (MM/DD/YY) **03/30/11**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies shown below.

St. 70 Dist. 05 Agent 311

**Companies Providing Coverage:**

Insured Name & Address:  
 • ER Ventures LLC  
 • DBA Ciao Mambo  
 • 2301 Montana Ave  
 • Billings, Montana 59101

Company A Truck Insurance Exchange  
 Letter  
 Company B Farmers Insurance Exchange  
 Letter  
 Company C Mid-Century Insurance Company  
 Letter  
 Company D

**Coverages**

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described hereto is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

Co. Tr.	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits
A	<input checked="" type="checkbox"/> General Liability <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> - Occurrence Version Contractual - Incidental Only Owners & Contractors Prot.	604791205	01/10/11	01/10/12	General Aggregate Products-Comp/OPS Aggregate \$ 4,000,000 Personal & Advertising Injury \$ 2,000,000 Each Occurrence \$ 2,000,000 Fire Damage (Any one fire) \$ 75,000 Medical Expense (Any one person) \$ 5,000
A	<input checked="" type="checkbox"/> Automobile Liability All Owned Commercial Autos Scheduled Autos Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos Garage Liability	604791205	01/10/11	01/10/12	Combined Single Limit \$ 1,000,000 Bodily Injury (Per person) \$ Bodily Injury (Per accident) \$ Property Damage \$ Garage Aggregate \$
	Umbrella Liability				Limit \$
	Workers' Compensation and Employers' Liability				Statutory Each Accident \$ Disease - Each Employee \$ Disease - Policy Limit \$

**Description of Operations/Vehicles/Restrictions/Special Items:**

Please note that the Certificate Holder Listed below is also an Additional Insured on the above mentioned policy

**Certificate Holder**

Name & Address:  
 • Downtown Billings Association  
 • 2815 2nd Ave N  
 • Billings, Montana 59101  
 • RE: Aftvc After 5 Event

**Cancellation**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

*Roger L. Daniel (PA)*  
 Authorized Representative



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/28/2011

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

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

<b>PRODUCER</b> Big Sky Underwriters A Division of Hull and Company Inc P.O. Box 3567 Missoula MT 59806	<b>CONTACT NAME</b> Kevin Messner CPCU, ASLI <b>PHONE</b> 406-543-7161 <b>FAX No.</b> 406-721-9311 <b>EMAIL ADDRESS</b> kevin@bigskyunderwriters.com <b>PRODUCER CUSTOMER ID</b> 528677														
<b>INSURED</b> Rowdy's 3295 Granger Ave E #7 Billings MT 59102	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Capitol Indemnity Corporation</td> <td>10480</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Capitol Indemnity Corporation	10480	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Capitol Indemnity Corporation	10480														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

INSUR	TYPE OF INSURANCE	ADDITIONAL SUBR	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC	Y	CP01369507	11/22/2010	11/22/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$ 10,000	Y	CP01369507	11/22/2010	11/22/2011	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in MT) <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			E.L. EACH ACCIDENT \$ E.L. DISEASE - EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b> CITY OF BILLINGS PO BOX 1178 Billings MT 59103	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Scott T. Lyburn</i>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/28/2011

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

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

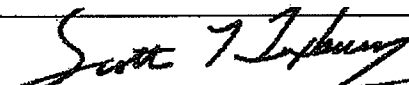
<b>PRODUCER</b> Big Sky Underwriters A Division of Hull and Company Inc P.O. Box 3567 Missoula MT 59806	<b>CONTACT NAME</b> Kevin Messner, CPCU, ASLI <b>A.C. No.</b> 406-543-7161 <b>FAX (A.C. No.)</b> 406-721-9311 <b>ADDRESS</b> kevin@bigskyunderwriters.com <b>PRODUCER CUSTOMER ID:</b> 528677
<b>INSURED</b> Rowdy's 3295 Granger Ave E #7 Billings MT 59102	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC # <b>INSURER A:</b> Capitol Indemnity Corporation 10480 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

COVERAGES CERTIFICATE NUMBER: NUMBER:

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

INSR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> EQP <input type="checkbox"/> LOC	Y	CP01369507	11/22/2010	11/22/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCT'S - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	CP01369507	11/22/2010	11/22/2011	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NP) If yes, describe under DESCRIPTION OF OPERATIONS below:	N/A				WC STATL TOBY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b> DOWNTOWN BILLINGS ASSOCIATION 2815 2ND AVE N Billings MT 59102	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**ACORD**

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

03/07/2011

PRODUCER 406.252.4104 FAX 866.751.8096  
 Taylor-Leavitt Insurance  
 P.O. Box 2518  
 Billings, MT 59103

INSURED Hotel Carlin Inc  
 DBA: The Carlin, Q  
 2407 Montana Ave  
 Billings, MT 59101

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Golden Bear Insurance Company	39861
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

**COVERAGES**

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS								
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
	<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
A	<b>OTHER Liquor Liability</b>	GLL01923	02/26/2011	02/26/2012	\$1,000,000 Aggregate \$1,000,000 Each Common Cause								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 City of Billings MT is named additional insured. Multiple City events per form # GBR 370 12 96

**CERTIFICATE HOLDER**

**CANCELLATION**

Downtown Billings Assoc  
 2518 2nd Ave North  
 Billings, MT 59101

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

AUTHORIZED REPRESENTATIVE  
 Pam Oberweiser/PAOBER *Pam Oberweiser*

ACORD 25 (2009/01)

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

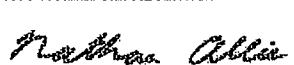
<b>PRODUCER</b> Hoiness LaBar Insurance A Member of Payne Financial Group P.O. Box 30638 Billings, MT 59107-0638	<b>CONTACT NAME:</b> PHONE (A/C, No, EXT): FAX (A/C, No): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #:
<b>INSURED</b> Big Cat, Inc. DBA The Rex 2401 Montana Avenue Billings, MT 59101	(INSURER(S) AFFORDING COVERAGE) NAIC # INSURER A: Fireman's Fund Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	AZC80861614	03/01/2011	03/01/2012	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - CGMP/OP AGG \$4,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	X	AZC80861614	03/01/2011	03/01/2012	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			IWC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability		AZC80861614	03/01/2011	03/01/2012	\$920,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Additional insured per form AB9189.  
 RE: Alive after Five events

<b>CERTIFICATE HOLDER</b> Downtown Billings Association 2815 Second Avenue North Billings, MT 59101	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Client#: 1084

PUGMAHON

**ACORD**

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

1/25/2011

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

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

<b>PRODUCER</b> Hoiness LaBar Insurance A Member of Payne Financial Group P.O. Box 30638 Billings, MT 59107-0638	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>INSURED</b> Pug Mahon, Inc. DBA Pug Mahon's Irish Pub; The Bookie; Guido's Pizza 3011 1st Ave N Billings, MT 59101	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Travelers Indemnity Co. of Amer	<b>NAIC #</b> _____
	<b>INSURER B:</b> The Travelers Indemnity Co.	
	<b>INSURER C:</b> _____	
	<b>INSURER D:</b> _____	
	<b>INSURER E:</b> _____	
	<b>INSURER F:</b> _____	

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	I680909D1985TIA11	02/05/2011	02/05/2012	EACH OCCURRENCE \$1,000,000
	X COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$1,000,000
	POLICY <input type="checkbox"/> PRO-JEET <input type="checkbox"/> LOG <input type="checkbox"/>					GENERAL AGGREGATE \$2,000,000
	AUTOMOBILE LIABILITY					PRODUCTS - COMP/OP AGG \$2,000,000
	ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	ALL OWNED AUTOS					BODILY INJURY (Per person) \$
	SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	NON-OWNED AUTOS					\$
B	X UMBRELLA LIAB	X	ISFCUP9010Y944IND1	02/05/2011	02/05/2012	EACH OCCURRENCE \$2,000,000
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$2,000,000
	DEDUCTIBLE					\$
	X RETENTION \$ 5000					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability		I680909D1985TIA11	02/05/2011	02/05/2012	Included in the GL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Alive After Five Events

**CERTIFICATE HOLDER**

**CANCELLATION**

Downtown Billings Association 2815 Second Avenue North Billings, MT 59101	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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# Commercial Certificate of Insurance



**FARMERS**

Agency  
 Name • FARMERS INSURANCE GROUP  
 & • TIM BEETER  
 Address • 2860 GRAND AVE  
 • BILLINGS, MT 59102

Issue Date (MM/DD/YY) **04/06/11**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies shown below.

St. 70 Dist. 05 Agent 09

**Companies Providing Coverage:**

Insured  
 Name • CSKT CORP  
 & • MONTANA BREWING/HOOLIGANS  
 Address • 113 N BROADWAY  
 • BILLINGS, MT 59101

Company A Truck Insurance Exchange  
 Letter  
 Company B Farmers Insurance Exchange  
 Letter  
 Company C Mid-Century Insurance Company  
 Letter  
 Company D

**Coverages**

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

Co. Ltr.	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits
A X	General Liability Commercial General Liability - Occurrence Version Contractual - Incidental Only Owners & Contractors Prof.	065934922	10/19/10	10/19/11	General Aggregate \$ 2,000,000 Products-Comp/OPS Aggregate \$ 1,000,000 Personal & Advertising Injury Each Occurrence \$ 1,000,000 Fire Damage (Any one fire) \$ 75,000 Medical Expense (Any one person) \$ 5,000
	Automobile Liability All Owned Commercial Autos Scheduled Autos Hired Autos Non-Owned Autos Garage Liability				Combined Single Limit \$ Bodily Injury (Per person) \$ Bodily Injury (Per accident) \$ Property Damage \$ Garage Aggregate \$
A X	Umbrella Liability	065934930	10/19/10	10/19/11	Limit \$ 1,000,000
	Workers' Compensation and Employers' Liability				Statutory Each Accident \$ Disease - Each Employee \$ Disease - Policy Limit \$

**Description of Operations/Vehicles/Restrictions/Special Items:**

A X	LIQUOR LIABILITY	065934930	10/19/10	10/19/11	General Aggregate \$2,000,000 Per Occurrence \$1,000,000
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**Certificate Holder**

Name • Downtown Billings Association  
 & • 2815 2ND AVE N  
 Address • BILLINGS, MT 59101

**Cancellation**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

*Tim J. Beeter*  
 Authorized Representative

# Commercial Certificate of Insurance



**FARMERS**

Agency  
 Name: FARMERS INSURANCE GROUP  
 & Name: TIM BEETER  
 & Address: 2860 GRAND AVE  
 Address: BILLINGS, MT 59102

Issue Date (MM/DD/YY) **04/07/11**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies shown below.

St. 70 Dist. 05 Agent 09

Insured  
 Name: CSEK CORP  
 & Name: MONTANA BREWING/HOOLIGANS  
 & Address: 113 N BROADWAY  
 Address: BILLINGS, MT 59101

**Companies Providing Coverage:**

- Company A **Truck Insurance Exchange**
- Company B **Farmers Insurance Exchange**
- Company C **Mid-Century Insurance Company**
- Company D

**Coverages**

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

Co. Ltr.	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits	
A X	General Liability Commercial General Liability - Occurrence Version Contractual - Incidental Only Owners & Contractors Prod.	065934922	10/19/10	10/19/11	General Aggregate Products-Comp/OPS Aggregate Personal & Advertising Injury Each Occurrence Fire Damage (Any one fire) Medical Expense (Any one person)	\$ 2,000,000 \$ 1,000,000 \$ 1,000,000 \$ 1,000,000 \$ 75,000 \$ 5,000
	Automobile Liability All Owned Commercial Autos Scheduled Autos Hired Autos Non-Owned Autos Garage Liability				Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per accident) Property Damage Garage Aggregate	\$ \$ \$ \$ \$
A X	Umbrella Liability	065934930	10/19/10	10/19/11	Limit	\$ 1,000,000
	Workers' Compensation and Employers' Liability				Statutory Each Accident Disease - Each Employee Disease - Policy Limit	\$ \$ \$

**Description of Operations/Vehicles/Restrictions/Special Items:**

A X **LIQUOR LIABILITY** 065934930 10/19/10 10/19/11 General Aggregate \$2,000,000  
 Per Occurrence \$1,000,000

**Certificate Holder**

Name: CITY OF BILLINGS  
 & Name: P.O. BOX 1178  
 & Address: BILLINGS, MT 59103

**Cancellation**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

*Tim Beeter*  
 Authorized Representative

**Regular City Council Meeting**

**Date: 05/23/2011**

**TITLE:** NADC Basketball Tournament Street Closure

**PRESENTED BY:** David Mumford

**Department:** Public Works

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**Information**

**PROBLEM/ISSUE STATEMENT**

The Native American Development Corporation plans to conduct a 3 on 3 basketball tournament in downtown Billings and use the event as a fund raiser for the Corporation. The planned dates and times are June 4 and 5, 2011 from 5:30 a.m. until 8:00 pm. The streets will be reopened after 8:00 p.m. on Saturday to allow vehicle traffic. The street closures would affect N. 28th from 1st Ave. N. to 3rd Ave. N.; 2nd Ave. N. from the alley east of N. 28th to the alley west of N. 29th; and N. 29th from 1st Ave. N. to 3rd Ave. N.

Recommended conditions of approval are that the Native American Development Corporation:

1. Provide an approved certificate of insurance naming City of Billings as an additional insured.
2. Provide and install adequate traffic barricades and signs directing motorists around the closure.
3. Ensure that a clear, unobstructed 10' wide access lane is provided on the closed streets to allow access for emergency vehicles.
4. Contact any businesses that will be affected and make them aware of the event.
5. Clean the area to be used and provide waste cans during the event.
6. The area will be cleared after the first day to allow the street to be reopened in the evening.

**ALTERNATIVES ANALYZED**

The Council may:

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

**FINANCIAL IMPACT**

The administrative time to process permit is offset by the application fee. Volunteers and staff of NADC will do clean up.

**RECOMMENDATION**

Staff recommends that Council approve the closures described above for the Native American Development Corporation 3 on 3 basketball tournament.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

NADC Basketball Tourney

Insurance Certificate

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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. or Downtown Billings office - 2815 2<sup>nd</sup> Ave. N. (both - 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 Adelle webb

ORGANIZATION MAKING APPLICATION Native American Development Corporation

ADDRESS 2722 3<sup>rd</sup> Ave N, Ste 230 City Billings State MT Zip 59101

EMAIL ADDRESS awebb@ndc.com

APPROXIMATE TIME EVENT WILL:

Assemble 5:30 AM Start 9 AM Disband 8 pm

DATE OF EVENT June 4<sup>th</sup> 45<sup>th</sup> 2011

PURPOSE OF EVENT: (Description and detail of plans)

3on3 Basketball tournament lasting 2 days with event tear down each night to allow for road openings. The event is to benefit the Native American Development Corporation

EVENT ROUTE DESIRED (IF APPLICABLE) - Please attach map

The streets to be utilized will be N. 28<sup>th</sup> from 1<sup>st</sup> Ave N to 3<sup>rd</sup> Ave N; 2<sup>nd</sup> Ave N from the alley east of N. 28<sup>th</sup> to the alley west of N. 29<sup>th</sup>; and N. 29<sup>th</sup> from 1<sup>st</sup> Ave N to 3<sup>rd</sup> Ave N.

BLOCK PARTY STREET LOCATION (IF APPLICABLE)

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

Volunteers and staff of NADC as well as vendors and others holding booths will do clean up including removal of debris.

**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 in NOT required for Block Parties.)

**NOTICE:** ANY MARKINGS (NO PAINT ALLOWED) TO BE PLACED ON THE PUBLIC RIGHT-OF-WAY MUST BE APPROVED BY THE CITY TRAFFIC/ENGINEERING DEPARTMENT PRIOR TO PLCEMENT, 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 EVEN ROUTE FOR NO PARKING TWO HOURS PRIOR TO YOU 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 EVEN ROUTE (PARADE),** THE CITY WILL PROVIDE TWO POLICE OFFICERS WITH VEHICLES TO START THE3 EVENT, AND A STREET SWEEPER (IF NECESSARY AND WEATHER PERMITTING) TO FOLLOW THE EVENT.

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

**UPON SIGNING OF THIS APPLICATION, THA 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 and The Downtown Billings Alliance, its officers, agents, employees and volunteers from damage to property and for injury to or death of any person 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 Catherine Webb DATE 2/14/11

APPLICANT APPROVED \_\_\_\_\_ DATE \_\_\_\_\_

APPLICANT DENIED \_\_\_\_\_ DATE \_\_\_\_\_

ADDITIONAL RESTRICTIONS OR SPECIAL CONDITIONS: YES \_\_\_ NO \_\_\_ (IF YES ATTACH COPY)

**FOR CITY USE ONLY**

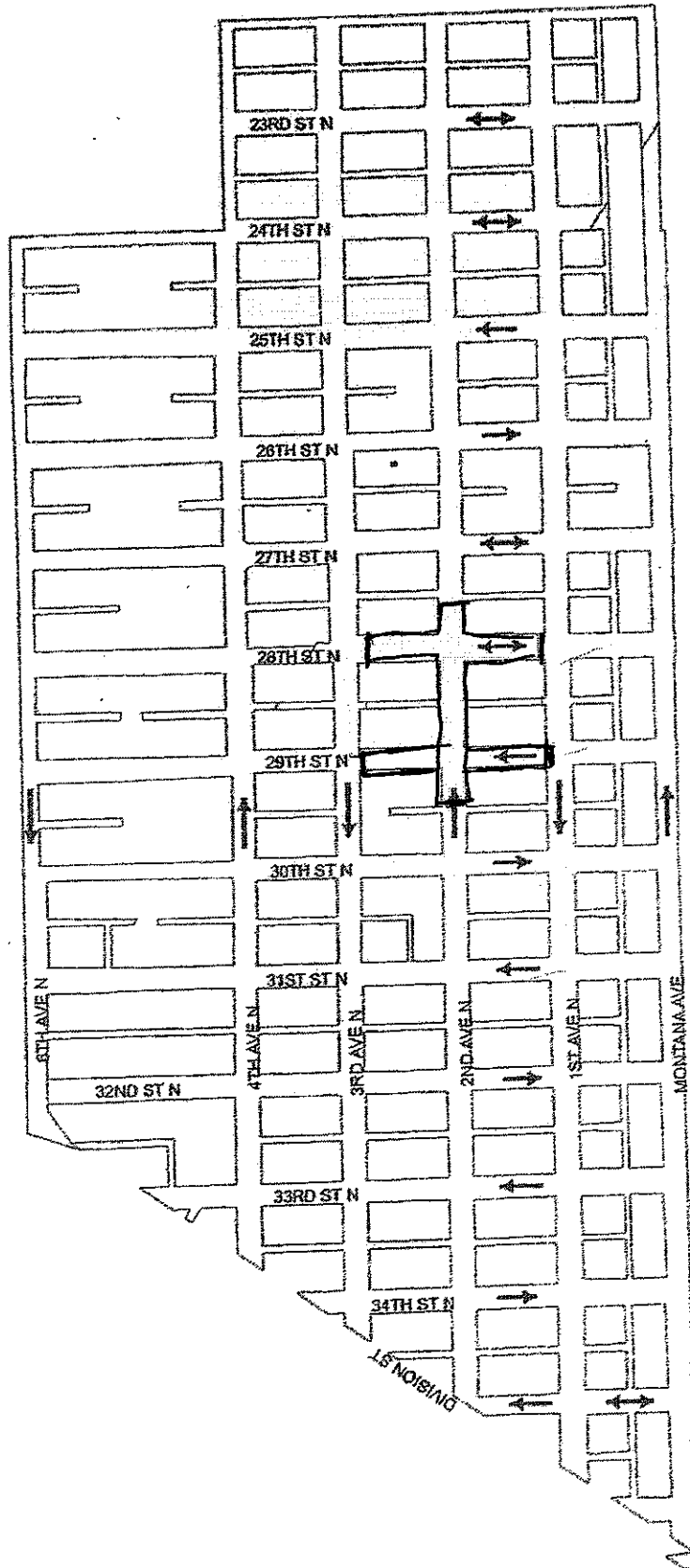
FEE: \_\_\_\_\_

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



## EVENT APPLICATION – WITH STREET CLOSURE Permit Application

Below you will see a step by step process that must be implemented in order to close streets and hold an event. You may stage and implement your own event downtown or make use of the Business Improvement District's "Kit of Parts." In any case, you must obtain your own street closure permission and provide your own liability insurance.

**STEP 1:** Make sure you have a PLAN AND that your block neighbors are "on board" with the idea...or, at least, do not object to your plan.

-Date(s) of Event: June 4th & 5th, 2011

-Does this event require any Street Closure?  Yes  No

-Do you have Liability Insurance that will cover this event?  Yes  No  
(You will be required to provide a "Binder" to the City of Billings showing coverage)

-Will you be serving alcoholic beverages?  Yes  No  
(A permit may be required from the Billings Police Department)

**What Blocks will be closed:** (Example: The 200 Block of N. Broadway)

List all: The 100 and 200 Blocks of N. Broadway  
The 100 and 200 Blocks of N. 28th  
The later half of the 2700 block of 2nd Ave N. and  
the 2800 block of 2nd Ave N. as well as the most easterly  
half of the 2900 block of 2nd Ave North.

**Briefly Describe Your Event Activity/Participants:**

The Activity will be a street 3on3 basketball tournament  
open to the general public of Billings and the  
greater four state region.

-Specify the exact date and TIME the blocks noted above will be CLOSED: 5:30 A.M.

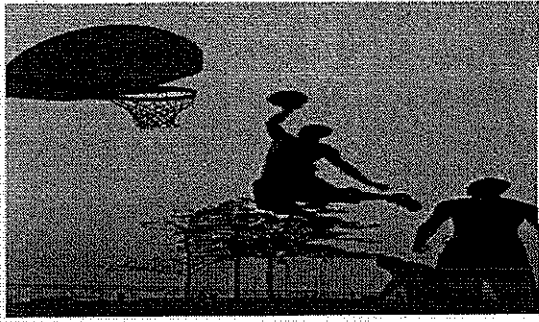
-Specify the exact date and TIME the blocks noted above will be REOPENED: 8 P.M.

**-Indicate your traffic re-route plan: BE SPECIFIC...SEE EXAMPLE**

(Example if closing the 200 Block of N. Broadway...Northbound traffic on N. 28<sup>th</sup> would be diverted west at 1<sup>st</sup> Ave. North then resume northbound at N. 29<sup>th</sup> & southbound traffic on N. 28<sup>th</sup> would be diverted east at 2<sup>nd</sup> Ave. North then resume southbound at N. 27<sup>th</sup>)

Northbound traffic on N. 28<sup>th</sup> and 29<sup>th</sup> would be  
diverted west at 1<sup>st</sup> Ave. North then resume  
northbound at N. 31<sup>st</sup> and Southbound traffic on N. 28<sup>th</sup>  
would be diverted west at 3<sup>rd</sup> Ave. North then resume  
southbound at N. 30<sup>th</sup>.  
Eastbound traffic on 2<sup>nd</sup> Ave. North would be diverted  
south at 30<sup>th</sup> St. N. and then resume Eastbound at  
Manana Ave.



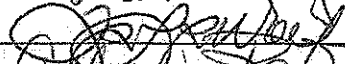
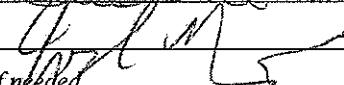




Event "Sign-off"  
 NADC 3on3 June 4<sup>th</sup> and 5<sup>th</sup> 2011

Business Name	Address	Signature
BIN 119	119 N. BROADWAY	[Signature]
Crystal Lounge	101 N. Broadway	[Signature]
Marcasa	100 N. Broadway	[Signature]
The Soup Place	106 N. Broadway	[Signature]
InStep	108 N. Broadway	[Signature]
MONTAGUE'S	2810 2nd Ave N	[Signature]
Z PIZZA	116 N BROADWAY	[Signature]
N. & N.	207 N. BROADWAY	[Signature]
BELLEZASALON	217 N BROADWAY	[Signature]
Edward Jones	213 N Broadway	[Signature]
Valley Credit Union	207 N. Broadway	[Signature]
Native American Nations	207 N. Broadway	[Signature]
Monten Berry Co	109 N Broadway	[Signature]
Hooligan's Sports	113 N. Broadway	[Signature]
AD Creative Group	105 N. Broadway	[Signature]
Jackets & Co. Broadway	112 N. Broadway	[Signature]
Taste of India	216 N Broadway	[Signature]
Downtown Subs	224 N. 29th	[Signature]

List All of the Businesses impacted by the closure and have them "sign off" on the event:

BUSINESS NAME:	ADDRESS:	SIGNATURE:
1. Prairie Blossoms	225 N. 28th	
2. Barjans	223 N. 29th	
3. Thomas Books	209 N. 29th	Susan Thomas
4. Gypsy Winds	202 W. 29th	Queroeocher
5. Christian Science Reading Room	2817 N. 2nd	Steve Blot
6. Hippie Girl	2813 2nd Ave N	
7. Yesterdays	102 N. 29th	Robert Tooke
8. Wise Pamy	116 N. 29th	Bonnie Newberry
9. LiveWire	2910 2nd Ave N	Chris Kish
10. Nocees	2821 2nd Ave N	Carolee O'Connell
11. Portecreek Coffee	124 N. 28th	

Use an additional sheet if needed.

**STEP 2:** Submit your street closure (Step 1) permit request to the Downtown Billings Association  
**AT LEAST 60 DAYS PRIOR TO YOUR EVENT DATE!**

**Submit to:** Downtown Billings  
Attn: Lisa Harmon  
2815 2<sup>nd</sup> Ave N.  
Billings, MT 59101  
Email: [lharmont@downtownbillings.com](mailto:lharmont@downtownbillings.com)

Phone: 406-259-5060  
Fax: 406-294-5061

**STEP 3:** WAIT FOR APPROVAL FROM THE CITY COUNCIL! (If you have questions you are welcome to contact the Downtown Billings)

**STEP 4:** Upon approval by the City...Arrange for Kit of Parts equipment/services provided by The Business Improvement District (BID)

Business Improvement District (BID)  
Attn: Lisa Harmon  
2815 Second Avenue North  
Billings, MT 59101

Phone: 406-294-5060  
Fax: 406-294-5061  
Email: [lharmont@downtownbillings.com](mailto:lharmont@downtownbillings.com)

# ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

5-11-11

PRODUCER

Doug Irion Insurance  
P.O. Box 50965  
Billings, MT 59105

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

### COMPANIES AFFORDING COVERAGE

COMPANY LETTER A

Western World

COMPANY LETTER B

COMPANY LETTER C

COMPANY LETTER D

COMPANY LETTER E

INSURED

Native American Development Corp  
2722 3rd Ave N Ste 250  
Billings, MT 59101

### COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.	Binder	6/04/11	6/06/11	GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS-COMP/OP AGG. \$ 2,000,000
					PERSONAL & ADV. INJURY \$ 2,000,000
					EACH OCCURRENCE \$ 2,000,000
					FIRE DAMAGE (Any one fire) \$ 100,000
					MED. EXPENSE (Any one person) \$ 5,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				EACH OCCURRENCE \$ AGGREGATE \$ STATUTORY LIMITS
	OTHER				EACH ACCIDENT \$ DISEASE-POLICY LIMIT \$ DISEASE-EACH EMPLOYEE \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Basketball Tournament  
Cert Holder is Additional Insured

CERTIFICATE HOLDER

City of Billings  
P.O. Box 1178  
Billings, MT 59107

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Wayne Irion*

**Regular City Council Meeting**

**Date: 05/23/2011**

**TITLE:** Dert Jerks Bike Club Street Closure

**PRESENTED BY:** David Mumford

**Department:** Public Works

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**Information**

**PROBLEM/ISSUE STATEMENT**

A street closure has been requested for the following event.

Who: Downtown Billings Association

Event: Billings Dert Jerx Bicycle Clubs Barbeque

Date: Saturday, May 28 from 6:00 pm until 10:30 pm

Where: N. Broadway between 2nd Ave N. and 3rd Ave N.

Recommended conditions of approval include Downtown Billings:

1. Provide approved certificate of insurance naming City of Billings as additional insured
2. Provide and install adequate traffic barricades and signs directing motorists around closure
3. Insure that a clear unobstructed 10' wide access lane is provided on the closed street to allow access for emergency vehicles
4. Obtain the proper open container permit in the right of way from the Police Department
5. Notify all emergency facilities, affected business/residents and media of the event

**ALTERNATIVES ANALYZED**

The Council may:

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

**FINANCIAL IMPACT**

Administrative time to process the permit is offset by the application fee. Police and traffic control are to be paid for by Downtown Billings Association.

**RECOMMENDATION**

Staff recommends that Council approve the temporary closure of the street named above.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Downtown Billings Dert Jerkz

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**Mikal Young**

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**From:** Mikal Young [mikaly@downtownbillings.com]  
**Sent:** Monday, May 09, 2011 1:30 PM  
**To:** 'Bill Kemp'; BrooksB@ci.billings.mt.us; 'Erin Claunch'; 'Greg Krueger'; 'Jeff Wickham'; 'Joe Stout'; 'John Bishop'; 'Kathy Barr'; 'Lisa Harmon'; mallowc@ci.billings.mt.us; mccandlessb@ci.billings.mt.us; mikaly@downtownbillings.com; 'Mike Spini'; oconnellt@ci.billings.mt.us; smitht@ci.billings.mt.us; 'Susan Wellbrook'; volekc@ci.billings.mt.us; wengerr@ci.billings.mt.us  
**Subject:** Dert Jerkz Bike Club Street Closure Packet  
**Attachments:** Dert Jerkz.pdf



**Greetings:**

**Attached you will find the event packet/application for the Billings Dert Jerx Bicycle Club's fundraiser/BBQ scheduled for May 28, 2011. Please review and approve/disapprove. Your timely response is appreciated.**

**Sincerely,**

**Mikal Young  
Marketing & Events Coordinator  
Downtown Billings  
294-5060**



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. or Downtown Billings office - 2815 2<sup>nd</sup> Ave. N. (both - 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 JOE STOUT  
ORGANIZATION MAKING APPLICATION BILLINGS DEET JERX BICYCLE CLUBS  
ADDRESS 751 LEWIS AVE City BILLINGS State MT Zip 59101  
EMAIL ADDRESS JOES@DOWNTOWNBILLINGS.COM

APPROXIMATE TIME EVENT WILL:

Assemble 6:00 PM Start 6:30 Disband 10:30 PM

DATE OF EVENT 28 MAY, 2011

PURPOSE OF EVENT: (Description and detail of plans)

A FUND RAISER EVENT FOR OUR BICYCLE CLUB FEATURING LIVE  
MUSIC AND ~~BAR~~ BARBECUE FOOD

EVENT ROUTE DESIRED (IF APPLICABLE) - Please attach map

200 Block of BROADWAY

BLOCK PARTY STREET LOCATION (IF APPLICABLE)

200 Block of BROADWAY

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

CLEAN UP BY PURPLE PEOPLE (BID)

**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 not a certificate of insurance in NOT required for Block Parties.)

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**FOR DOWNTOWN EVENTS:** YOU OR THE ORGANIZATION YOU REPRESENT MUST "ASSIGN" THE FIRST TWO BLOCKS OF THE DOWNTOWN EVEN ROUTE FOR NO PARKING TWO HOURS PRIOR TO YOU 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 EVEN ROUTE (PARADE),** THE CITY WILL PROVIDE TWO POLICE OFFICERS WITH VEHICLES TO START THE3 EVENT, AND A STREET SWEEPER (IF NECESSARY AND WEATHER PERMITTING) TO FOLLOW THE EVENT.

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

**UPON SIGNING OF THIS APPLICATION, THA 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 and The Downtown Billings Alliance, its officers, agents, employees and volunteers from damage to property and for injury to or death of any person 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 Joe Stout DATE 19 APR '11

APPLICANT APPROVED \_\_\_\_\_ DATE \_\_\_\_\_

APPLICANT DENIED \_\_\_\_\_ DATE \_\_\_\_\_

ADDITIONAL RESTRICTIONS OR SPECIAL CONDITIONS: YES \_\_\_ NO \_\_\_ (IF YES ATTACH COPY)

**FOR CITY USE ONLY**

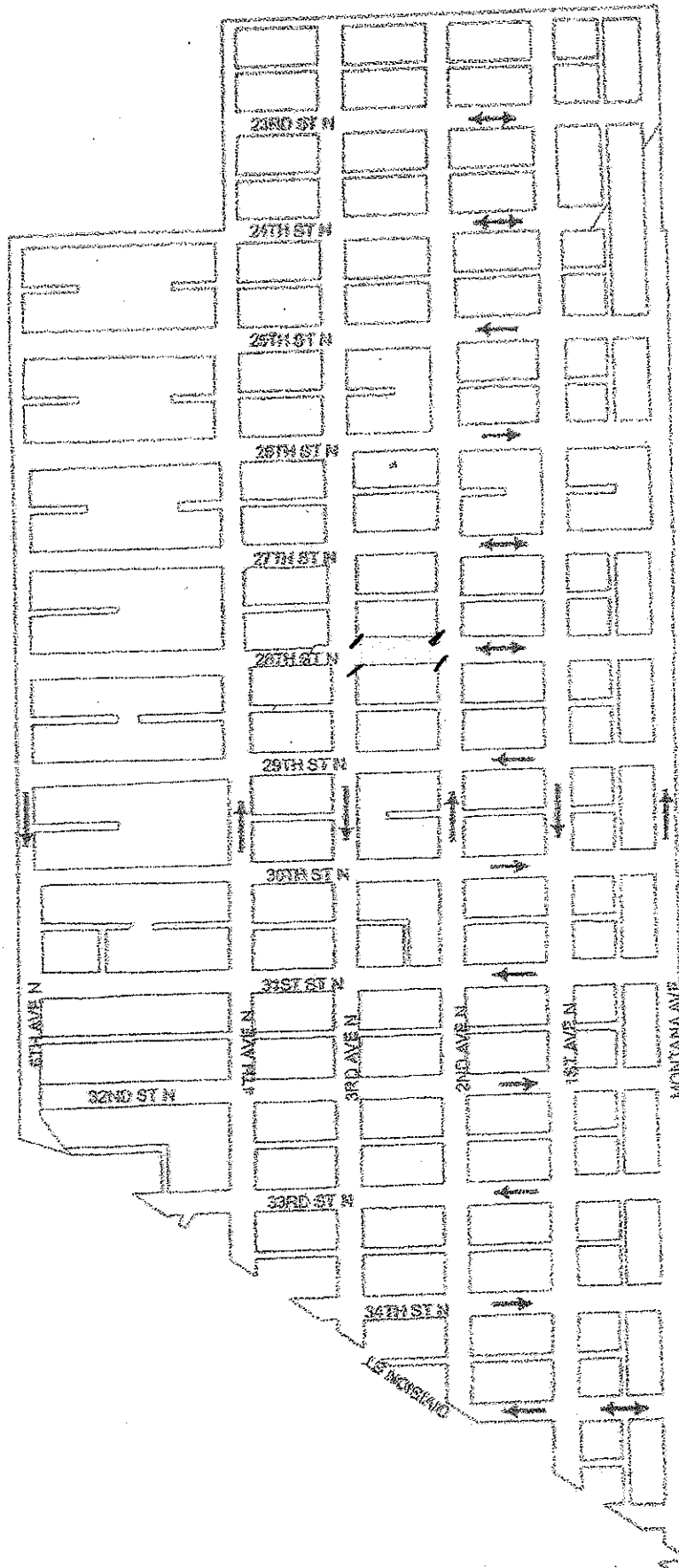
FEE: \_\_\_\_\_

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



## EVENT APPLICATION – WITH STREET CLOSURE Permit Application

Below you will see a step by step process that must be implemented in order to close streets and hold an event. You may stage and implement your own event downtown or make use of the Business Improvement District's "Kit of Parts." In any case, you must obtain your own street closure permission and provide your own liability insurance.

STEP 1: Make sure you have a PLAN AND that your block neighbors are "on board" with the idea...or, at least, do not object to your plan.

-Date(s) of Event: 28 MAY, 2011

-Does this event require any Street Closure?  Yes  No

-Do you have Liability Insurance that will cover this event?  Yes  No  
(You will be required to provide a "Binder" to the City of Billings showing coverage)

-Will you be serving alcoholic beverages?  Yes  No  
(A permit may be required from the Billings Police Department)

What Blocks will be closed: (Example: The 200 Block of N. Broadway)

List all: THE 200 BLOCK OF N. BROADWAY

Briefly Describe Your Event Activity/Participants: A CONCERT (OVER WELL BEFORE 10 PM)  
TO RAISE FUNDS FOR THE BICYCLE CLUBS

-Specify the exact date and TIME the blocks noted above will be CLOSED: 6 PM, 28 MAY 2011

-Specify the exact date and TIME the blocks noted above will be REOPENED: 10:30, 28 MAY 2011

-Indicate your traffic re-route plan: **BE SPECIFIC...SEE EXAMPLE**

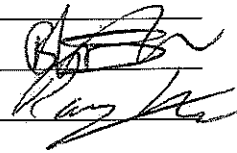
(Example if closing the 200 Block of N. Broadway...Northbound traffic on N. 28<sup>th</sup> would be diverted west at 1<sup>st</sup> Ave. North then resume northbound at N. 29<sup>th</sup> & southbound traffic on N. 28<sup>th</sup> would be diverted east at 2<sup>nd</sup> Ave. North then resume southbound at N. 27<sup>th</sup>)

NORTHBOUND TRAFFIC ON BROADWAY WILL BE RE-ROUTED EAST ON 2ND, TO  
CONTINUE NORTH ON 27TH. SOUTHBOUND ON BROADWAY WILL BE SENT WEST  
ON 3RD TO CONTINUE SOUTH ON 30TH

List All of the Businesses impacted by the closure and have them "sign off" on the event:

BUSINESS NAME: ADDRESS: SIGNATURE:

1. PRAIRIE BLOSSOM - CLOSED
2. ROWDYS
3. VALLEY
4. INDIAN NATIONS - CLOSED
5. Taste of Indian
6. Rowdy's
- 7.
- 8.
- 9.
- 10.
- 11.



Use an additional sheet if needed

**STEP 2:** Submit your street closure (Step 1) permit request to the Downtown Billings Association  
AT LEAST 60 DAYS PRIOR TO YOUR EVENT DATE!

Submit to: Downtown Billings  
Attn: Lisa Harmon  
2815 2<sup>nd</sup> Ave N.  
Billings, MT 59101  
Email: [lharmon@downtownbillings.com](mailto:lharmon@downtownbillings.com)  
  
Phone: 406-259-5060  
Fax: 406-294-5061

**STEP 3:** WAIT FOR APPROVAL FROM THE CITY COUNCIL! (If you have questions you are welcome to contact the Downtown Billings)

**STEP 4:** Upon approval by the City...Arrange for Kit of Parts equipment/services provided by The Business Improvement District (BID)

Business Improvement District (BID)  
Attn: Lisa Harmon  
2815 Second Avenue North  
Billings, MT 59101  
  
Phone: 406-294-5060  
Fax: 406-294-5061  
Email: [lharmon@downtownbillings.com](mailto:lharmon@downtownbillings.com)



**Regular City Council Meeting**

**Date:** 05/23/2011

**TITLE:** Acceptance of \$1,000 Donation from the Billings Police Foundation

**PRESENTED BY:** Rich St. John

**Department:** Police

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**Information**

**PROBLEM/ISSUE STATEMENT**

The Billings Police Foundation wishes to donate \$1,000 to the Billings Police Department to purchase safety vests for the Volunteer Bicycle Patrol Unit. A donation verification form has been sent to the Billings Police Foundation for completion. When received, it will be forwarded to the City Clerk. City Council is being asked to accept the \$1,000 donation from the Billings Police Foundation.

**ALTERNATIVES ANALYZED**

The City Council may:

- Accept the \$1,000 donation from the Billings Police Foundation; or
- Not accept the \$1,000 donation.

**FINANCIAL IMPACT**

The Police Department does not budget for this equipment, so the donation improves safety for the Department volunteers.

**RECOMMENDATION**

Staff recommends that the City Council accept the \$1,000 donation from the Billings Police Foundation to purchase volunteer safety vests.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Date: 05/23/2011**

**TITLE:** Recreational Trails Program Grant application approval for Will James School Connection

**PRESENTED BY:** Candi Beaudry

**Department:** Planning & Community Services

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**Information**

**PROBLEM/ISSUE STATEMENT**

The City of Billings is seeking funding to complete a pedestrian connection to Will James School from a planned trail along Broadwater Avenue. The Policy Coordinating Committee (PCC) approved the Broadwater Trail Connection earlier this year as a CTEP project to build a trail along the north side of Broadwater Avenue from the existing trail at Descro Park to the existing trail on Zimmerman Trail. While funding was not allocated at the time to fund a trail connection from the Broadwater Avenue trail to Will James Middle School along an existing alley right-of-way, the PCC recommended the Will James Connection be included as an alternative and directed staff to seek additional funding options to complete this segment.

The City applied for a Safe Routes to School grant to fund the connection, but that grant was not awarded to the project. The City is now trying to pursue other funding options to complete the Will James Connection. The Recreational Trails Program (RTP) grant for 2012 is due on July 1, 2011, and the City Council is being asked for approval to submit this grant application. The RTP grant is designated for the development of trails for up to \$45,000 with this application. The RTP grant provides reimbursement after monies have been expended for construction and requires a 20% match. The match of \$9,000 (for the \$45,000) can be provided through a BikeNet contribution as they are willing to provide up to \$35,000 for the Broadwater Connection Trail with the link to Will James School.

**ALTERNATIVES ANALYZED**

The City Council May:

- Approve of the Recreational Trail Grant Application for up to \$45,000 to help complete the Will James Connection;
- Deny the Recreational Trail Grant Application for up to \$45,000 to help complete the Will James Connection. If the Council denies the application for the Recreational Trail Grant Application, City staff will have to pursue other sources to help fund this pedestrian facility for school students.

**FINANCIAL IMPACT**

The Recreational Trails Program Grant is being written to provide some funding for the link to Will James School that will connect to the CTEP trail along Broadwater from Descro Park to Zimmerman Trail. The application will request \$45,000 which is the maximum amount the City could receive. This grant provides reimbursement after monies have been expended for the development and requires a 20% match. The match, which will not exceed \$9,000, can be awarded from BikeNet as they have committed up to \$35,000 for the Broadwater Trail connection with link to Will James School.

**RECOMMENDATION**

Staff recommends that Council direct the Mayor to sign the Recreational Trails Program Grant Application so the City may apply for up to \$45,000 to help fund the trail connection to Will James School.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

RTG Signature Page

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### **Part C. Environmental Overview**

The Montana Environmental Policy Act (MEPA) and National Environmental Policy Act (NEPA) must be satisfied by the sponsor and land management agency involved in the project whether that project is on federal, state, county, city or private land. The official Montana Fish, Wildlife & Parks MEPA NEPA Checklist is the required format for satisfying MEPA and NEPA for the Recreational Trails Program. The following types of projects are exempted from completion of the FWP MEPA NEPA Checklist: ethics or safety education brochures, and portable exhibits and displays.

**Note:** Dated MEPA NEPA Checklists and biological review forms are good for two years. If the proposed project is exactly the same as last year's (no variations), the MEPA NEPA Checklist and biological review forms from last year may be used with this application.

### **Part D. Noxious Weed Plan**

Please attach a noxious weed plan. Refer to grant application guidelines for details. No weed plan is needed for ethics or safety education brochures, and portable exhibits and displays.

### **Part E. Wildlife And Fisheries Review**

Provide a copy of the Wildlife and Fisheries Review Form signed by federal or state wildlife and fisheries biologists or professional consulting biologists. Have your project description, maps, and other information with you at your meeting with the biologists. We strongly encourage grant applicants to have materials submitted to biologists by May 15, 2011. The reviewing biologist must date and sign the pertinent review form within 2 years of the project application deadline. Review forms with dates older than two years are not considered valid for the purposes of this grants program. Only the following types of projects are exempted from completion of these review forms: ethics or safety education brochures and portable exhibits and displays.

### **Part F. Public Comment**

Sponsors should pay special attention to the public comment requirements since they have changed for the 2012 grant cycle. Please note that grant applicants are no longer required to post a legal notice initiating a 30-day public comment period to apply for an RTP grant. Public involvement required by the Montana Environmental Policy Act will be satisfied by Montana Fish, Wildlife & Parks. FWP will initiate a programmatic public involvement process after all grant applications are reviewed and tentatively approved.

### **Signatures**

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Typed Name and Title of Authorized Official

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Signature of Authorized Official

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Date

**Regular City Council Meeting**

**Date: 05/23/2011**

**TITLE:** Resolution of Intent to Create SILMD 309 - Rimrock Road, Stanford to Forsythia

**PRESENTED BY:** David Mumford

**Department:** Public Works

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**Information**

**PROBLEM/ISSUE STATEMENT**

With the reconstruction of Rimrock Road between 17th Street West and Forsythia Boulevard, streetlights will be installed from Stanford to Forsythia. LED lighting will be installed by the City as part of the reconstruction project; however, in order to pay for the ongoing energy and maintenance costs of the lights, it is necessary to create a Special Improvement Lighting Maintenance District (SILMD) to assess the district costs to abutting and benefiting property owners. Passage of the Resolution of Intent is the first step in the legal process of creating an SILMD. Passage of the Resolution of Intent will trigger the mailing of legal notices to the affected property owners and set a Council public hearing for the June 13, 2011, City Council meeting.

**ALTERNATIVES ANALYZED**

The Council may:

- Pass the Resolution of Intent to Create SILMD 309 - Rimrock Road, Stanford to Forsythia, and set a public hearing for the Resolution Creating the SILMD for the June 13, 2011 Council meeting; or
- Do not pass this Resolution, nor set a public hearing, leaving this section of Rimrock Road without lighting.

**FINANCIAL IMPACT**

All energy and maintenance costs for this proposed light district will be paid for by assessments against properties within the district. Installation of the street lights will be paid for under the Rimrock Road project and not by assessments.

**RECOMMENDATION**

Staff recommends that Council pass this Resolution of Intent to create SILMD 309 and set a public hearing date for June 13, 2011.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

SILMD 309 - Resolution of Intent

SILMD 309 - Exhibit A

SILMD 309 - Exhibit B

SILMD 309 - Exhibit C

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# SILMD 309

RESOLUTION NO. 11-\_\_\_\_\_

A RESOLUTION OF INTENTION TO CREATE SPECIAL IMPROVEMENT LIGHTING MAINTENANCE DISTRICT NO. 309 OF THE CITY OF BILLINGS, MONTANA, FOR THE PURPOSE OF PROVIDING ENERGY AND MAINTENANCE FOR STREET LIGHTS, DESIGNATING THE NUMBER OF SAID DISTRICT, DESCRIBING THE BOUNDARIES THEREOF, STATING THE GENERAL CHARACTER OF THE IMPROVEMENTS TO BE MADE, ESTABLISHING THE ESTIMATE OF THE COST OF MAINTAINING SUCH LIGHTS AND SUPPLYING ELECTRICAL CURRENT THEREFOR FOR THE FIRST YEAR, THE PROPORTION OF THE COST TO BE ASSESSED AGAINST THE ABUTTING PROPERTY, AND THE METHOD OF ASSESSMENT OF SAID COST.

WHEREAS, the City Council of Billings, Montana, has determined that the public interest and convenience require the creation of a Special Improvement Lighting Maintenance District as hereinafter provided;

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

## SECTION 1:

That the public interest and convenience require, and it is deemed necessary, to create a Special Improvement Lighting Maintenance District for the purpose providing energy and maintenance for new street lights for lighting in said district; and the intention of said City Council to create such a district, hereinafter more particularly described, is hereby declared.

## SECTION 2:

That said district shall be known and designated as "Special Improvement Lighting Maintenance District No. 309" hereinafter called the District, and the boundaries of the District are hereby declared to include lots, parcels and pieces of land abutting Rimrock Road between Stanford Drive and Forsythia Boulevard, as shown on the map designated as Exhibit "A" attached hereto, and as listed in Exhibit "B" which is attached hereto. The district boundary shall be as described in Exhibit "C" attached hereto.

## SECTION 3:

That the City of Billings, Montana, hereby finds, determines and declares that each of the lots, blocks, pieces and parcels of land situated within the boundaries of the District, will be especially benefited and affected by said improvements, and that all of the property included within the District is hereby declared to be the property to be assessed for the cost and expense of obtaining the electrical energy for and maintenance of said street lights.

## SECTION 4:

That the general character of the improvements to be made for the District is hereby declared to be as follows:  
The provision of energy and maintenance for street lighting facilities consisting of fifty-five (55) 149-watt LED

luminaries. The City of Billings shall own and install the streetlights and all associated appurtenant structures and materials.

SECTION 5:

The City of Billings intends to establish the contract rate for supplying electrical energy in accordance with the rate schedule approved by the Montana Public Service Commission. Said rate is currently estimated at \$5.72 per unit, per month, and that NorthWestern Energy Company shall provide energy to the lighting fixtures. That the City of Billings shall provide normal maintenance to lighting fixtures, poles, cables and other incidental equipment, and shall at all times own said lighting fixtures, poles, cables and other incidental equipment.

SECTION 6:

The estimate of the cost of the District per year, including City administrative costs, is the sum of \$10,504.73; that the entire cost of said District shall be paid by the owners of the property within said District, with each lot, parcel or piece of land within the District to be assessed for that portion of the whole cost which its assessable area bears to the assessable area of the entire District, exclusive of streets, avenues, alleys and public places. The estimated cost of the District per year for property owners is on the basis of approximately \$0.0053 per square foot.

SECTION 7:

That the entire cost of the District shall be paid by an annual assessment against the property in the District; that annually, pursuant to MCA 7-12-4332, the City Council shall adopt a resolution estimating the cost of maintaining said lights including a reserve, and furnishing electrical current and assessing all of said property within said District for the annual costs; that all monies derived from the collection of such assessments shall be paid into a fund to be known as "Special Lighting Maintenance District No. 309 Maintenance Fund," and warrants shall be drawn on said fund for the payment of such costs of maintaining such lights and supplying electrical current therefore.

SECTION 8:

That on the 13th day of June, 2011, at 6:30 o'clock p.m., at the Council Chambers of the City Hall in said City, the City Council intends to create such Special Improvement Lighting Maintenance District No. 309 and will hear objections and protests against the proposed improvements and the extent and creation of such District to be assessed, or any matter pertaining thereto, at said time and place, by any person, firm, or corporation who has filed a written protest with the City Clerk of the City of Billings within fifteen (15) days after the date on which the Notice of the passage of this Resolution of Intention is mailed to the property owners affected and published in "The Billings Times".

SECTION 9:

That the City Clerk is hereby authorized and directed to publish a copy of the Notice of the passage of this Resolution in "The Billings Times", a weekly newspaper published and circulated in the City of Billings, Montana, and to send a copy of said Notice to the owners of all the lots, blocks, pieces or parcels of land included within the

boundaries of said Special Improvement Lighting Maintenance District No. 309. Said notice is to be published and mailed on the same date.

PASSED by the City Council and APPROVED this 23rd day of May, 2011.

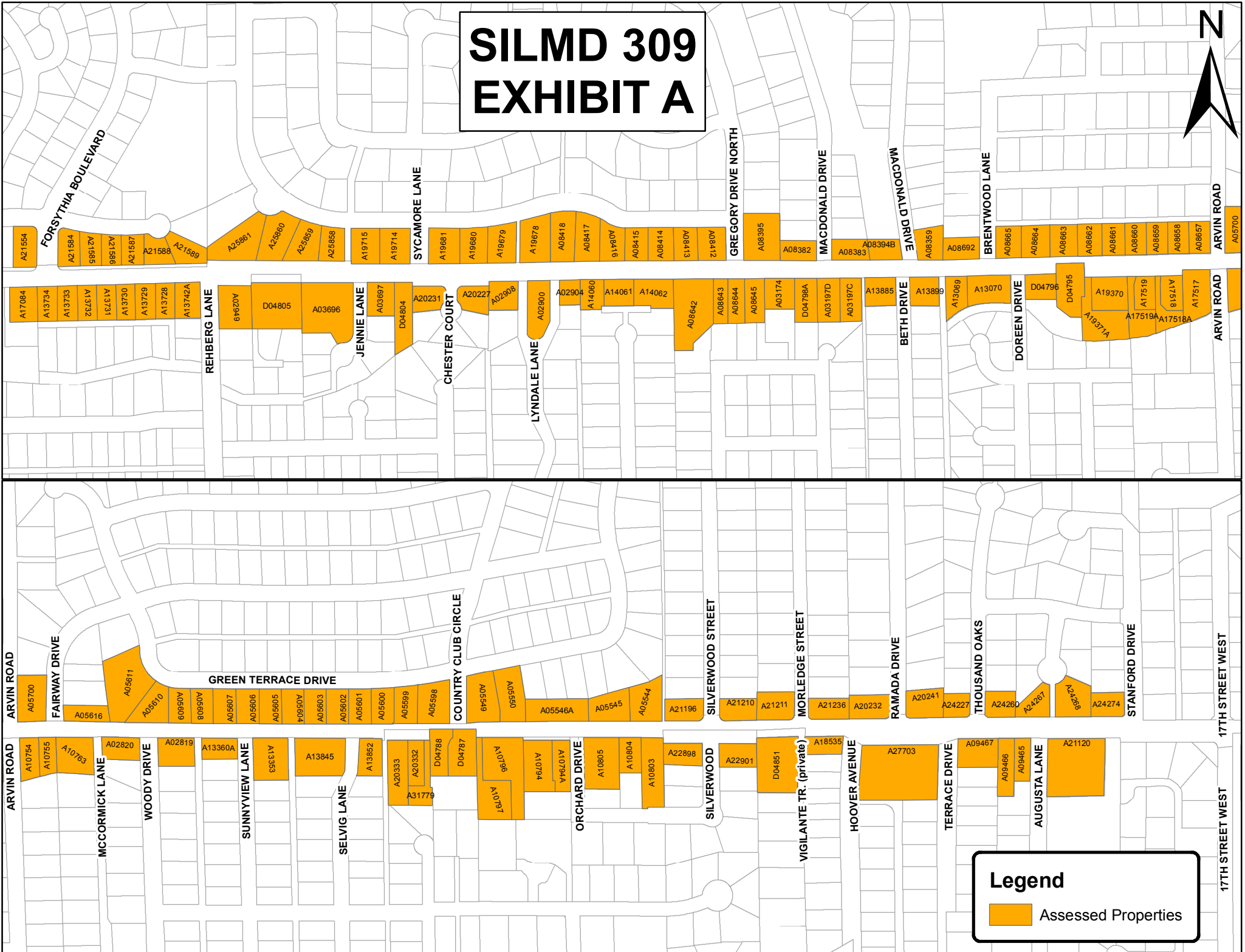
CITY OF BILLINGS

By \_\_\_\_\_  
Thomas W. Hanel Mayor

ATTEST:

By \_\_\_\_\_  
Cari Martin City Clerk

# SILMD 309 EXHIBIT A



**Legend**

 Assessed Properties

TaxID	OwnerName	PhysicalAddress	MailingAddress	MailingCity	MailingState	MailingZip	Lot	Block	LegalDescription	Subdivision	SquareFeet	Assessment
A02819	MORRISON FAMILY TRUST	2815 WOODY DR	2815 WOODY DR	BILLINGS	MT	59102-1558	007		BARNEY SUBD, S35, T01 N, R25 E, Lot 007	BARNEY SUBD	715	12634 \$
A02820	SCHOFFSTALL, BRADLEY L	2816 WOODY DR	2816 WOODY DR	BILLINGS	MT	59102-1559	008		BARNEY SUBD, S35, T01 N, R25 E, Lot 008, N 79 FT OF LT 8	BARNEY SUBD	715	10756 \$
A02900	MCCOMAS, LOUIS S & KRISTINA	2812 RIMROCK RD	2812 RIMROCK RD	BILLINGS	MT	59102-0563		001	BAYERS SUBD, S35, T01 N, R25 E, BLOCK 001, BLK 1 BAYERS SUB	BAYERS SUBD	715	16094 \$
A02904	WAGGONER, PAUL D & JUDITH F	2827 LYNDALE LN	2827 LYNDALE LN	BILLINGS	MT	59102-1439	004	002	BAYERS SUBD, S35, T01 N, R25 E, BLOCK 002, Lot 004, LT 4 BLK 2 BAYERS SUBD	BAYERS SUBD	715	6750 \$
A02908	ROBERTS, BRIAN A	2828 LYNDALE LN	2828 LYNDALE LN	BILLINGS	MT	59102-1440	004	003	BAYERS SUBD, S35, T01 N, R25 E, BLOCK 003, Lot 004, LT 4 BLK 3 BAYERS SUBD	BAYERS SUBD	715	10600 \$
A02949	ANDERSON, PAUL L & DOROTHY	2946 RIMROCK RD	2946 RIMROCK RD	BILLINGS	MT	59102-0593	001	001	BENTON SUBD, S35, T01 N, R25 E, BLOCK 001, Lot 001	BENTON SUBD	715	18857 \$
A03174	IRISH, NORMAN M & NORMA K	2638 RIMROCK RD	2638 RIMROCK RD	BILLINGS	MT	59102-0560	017	001	BRIDGER SQUARE SUBD 5TH FILING, S35, T01 N, R25 E, BLOCK 001, Lot 017, LT 17 BLK 1 BRIDGER SQUARE SUBD 5TH	BRIDGER SQUARE SUBD 5TH FILI		11000 \$
A03197C	KOENIG, VERLIN E & DIANA	2612 RIMROCK RD	2612 RIMROCK RD	BILLINGS	MT	59102-0560	010	004	BRIDGER SQUARE 7TH FILING, S35, T01 N, R25 E, BLOCK 004, Lot 010	BRIDGER SQUARE 7TH FILI		11936 \$
A03197D	NOYES, CARL R & FRED A	2622 RIMROCK RD	2622 RIMROCK RD	BILLINGS	MT	59102-0560	011	004	BRIDGER SQUARE 7TH FILING, S35, T01 N, R25 E, BLOCK 004, Lot 011	BRIDGER SQUARE 7TH FILI		12607 \$
A03696	JENNIE R WAGGONER REVOCABLE LIV TRUST	2918 RIMROCK RD	PO BOX 6593	SHERIDAN	WY	82801-7101	001		BUENA VISTA SUBD, S35, T01 N, R25 E, Lot 001, LT 3 BUENA VISTA SUBD	BUENA VISTA SUBD	715	34167 \$
A03697	AGGERS, RICHARD B & MAUREEN E	2885 JENNIE LN	2885 JENNIE LN	BILLINGS	MT	59102-1360	002		BUENA VISTA SUBD, S35, T01 N, R25 E, Lot 002, LT 2 BUENA VISTA SUBD	BUENA VISTA SUBD	715	11676 \$
A05544	PITSCH, GARRY O & XANDRA L	2009 RIMROCK RD	2009 RIMROCK RD	BILLINGS	MT	59102-0659	001	001	COUNTRY CLUB HEIGHT SUBD, S25, T01 N, R25 E, BLOCK 001, Lot 001	COUNTRY CLUB HEIGHT SUBD	718	14370 \$
A05545	DEMARAY, FREELAND &	2021 RIMROCK RD	2021 RIMROCK RD	BILLINGS	MT	59102-0659	002	001	COUNTRY CLUB HEIGHT SUBD, S25, T01 N, R25 E, BLOCK 001, Lot 002, COUNTRY CLUB HEIGHTS BLK 1 LOT 2	COUNTRY CLUB HEIGHT SUBD	718	14027 \$
A05546A	JOYCE, JOSEPHINE E	2041 RIMROCK RD	2041 RIMROCK RD	BILLINGS	MT	59102-0659	003	001	COUNTRY CLUB HEIGHT SUBD, S25, T01 N, R25 E, BLOCK 001, Lot 003, AND E 76.4' OF LOT 4	COUNTRY CLUB HEIGHT SUBD	718	18356 \$
A05549	FUJIWARA, ANNE L	2054 GREEN TERRACE DR	2054 GREEN TERRACE DR	BILLINGS	MT	59102-0626	005	001	COUNTRY CLUB HEIGHT SUBD, S25, T01 N, R25 E, BLOCK 001, Lot 005, LT 5-6 BLK 1 COUNTRY CLUB HEIGHT SUB	COUNTRY CLUB HEIGHT SUBD	718	18329 \$
A05550	WAGNER, TIMOTHY JACK	2048 GREEN TERRACE DR	2048 GREEN TERRACE DR	BILLINGS	MT	59102-0626	007	001	COUNTRY CLUB HEIGHT SUBD, S25, T01 N, R25 E, BLOCK 001, Lot 007, LT 7 ALSO LT 4 (LESS E 76.40FT) BLK 1 COUNTRY CLUB HEIGHT SUB	COUNTRY CLUB HEIGHT SUBD	718	18317 \$
A05598	MADSEN, PEGGY RUTH PARKS TRUSTEE	2100 GREEN TERRACE DR	2100 GREEN TERRACE DR	BILLINGS	MT	59102-0628	001	004	COUNTRY CLUB HEIGHT SUBD, S26, T01 N, R25 E, BLOCK 004, Lot 001, E119.67 FT LT 1 ALL LT 2 BLK 4 COUNTRY CLUB HEIGHT SUB	COUNTRY CLUB HEIGHT SUBD	718	17973 \$
A05599	MCKEE, JASON G & LAURA J	2112 GREEN TERRACE DR	2112 GREEN TERRACE DR	BILLINGS	MT	59102-0628	001	004	COUNTRY CLUB HEIGHT SUBD, S26, T01 N, R25 E, BLOCK 004, Lot 001, W85 FT LT 1 ALSO LT 3 BLK 4 COUNTRY CLUB HEIGHT SUB	COUNTRY CLUB HEIGHT SUBD	718	11741 \$
A05600	ZIMMER, MICHAEL J & VALARIE K	2124 GREEN TERRACE DR	2124 GREEN TERRACE DR	BILLINGS	MT	59102-0628	004	004	COUNTRY CLUB HEIGHT SUBD, S26, T01 N, R25 E, BLOCK 004, Lot 004, LT 4 BLK 4 COUNTRY CLUB HEIGHT SUB	COUNTRY CLUB HEIGHT SUBD	718	10569 \$
A05601	RICKBEIL, MARK	2136 GREEN TERRACE DR	2136 GREEN TERRACE DR	BILLINGS	MT	59102-0628	005	004	COUNTRY CLUB HEIGHT SUBD, S26, T01 N, R25 E, BLOCK 004, Lot 005, LT 5 BLK 4 COUNTRY CLUB HEIGHT SUB	COUNTRY CLUB HEIGHT SUBD	718	10408 \$
A05602	DANIEL, CAROL LOUISE &	2140 GREEN TERRACE DR	2140 GREEN TERRACE DR	BILLINGS	MT	59102-0628	006	004	COUNTRY CLUB HEIGHT SUBD, S26, T01 N, R25 E, BLOCK 004, Lot 006, LT 6 BLK 4 COUNTRY CLUB HEIGHT SUB	COUNTRY CLUB HEIGHT SUBD	718	10400 \$
A05603	HAW, JAMES D &	2200 GREEN TERRACE DR	2200 GREEN TERRACE DR	BILLINGS	MT	59102-0630	007	004	COUNTRY CLUB HEIGHT SUBD, S26, T01 N, R25 E, BLOCK 004, Lot 007, LT 7 BLK 4 COUNTRY CLUB HEIGHT SUB	COUNTRY CLUB HEIGHT SUBD	718	10400 \$
A05604	BOUGH, JASON C & LAURA H	2206 GREEN TERRACE DR	2206 GREEN TERRACE DR	BILLINGS	MT	59102-0630	008	004	COUNTRY CLUB HEIGHT SUBD, S26, T01 N, R25 E, BLOCK 004, Lot 008, LT 8 BLK 4 COUNTRY CLUB HEIGHT SUB	COUNTRY CLUB HEIGHT SUBD	718	10400 \$
A05605	ROE, TEDDY W &	2212 GREEN TERRACE DR	2212 GREEN TERRACE DR	BILLINGS	MT	59102-0630	009	004	COUNTRY CLUB HEIGHT SUBD, S26, T01 N, R25 E, BLOCK 004, Lot 009, LT 9 BLK 4 COUNTRY CLUB HEIGHT SUB	COUNTRY CLUB HEIGHT SUBD	718	10400 \$
A05606	HELGESON, SHARON LEE TRUSTEE	2218 GREEN TERRACE DR	2218 GREEN TERRACE DR	BILLINGS	MT	59102-0630	010	004	COUNTRY CLUB HEIGHT SUBD, S26, T01 N, R25 E, BLOCK 004, Lot 010, LT 10 BLK 4 COUNTRY CLUB HEIGHT SUB	COUNTRY CLUB HEIGHT SUBD	718	10400 \$
A05607	SEITZ, MARCIA V	2200 GREEN TERRACE DR	2220 GREEN TERRACE DR	BILLINGS	MT	59102-0630	011	004	COUNTRY CLUB HEIGHT SUBD, S26, T01 N, R25 E, BLOCK 004, Lot 011, LT 11 BLK 4 COUNTRY CLUB HEIGHT SUB	COUNTRY CLUB HEIGHT SUBD	718	10400 \$
A05608	FRANZ, LANCE E &	2228 GREEN TERRACE DR	2228 GREEN TERRACE DR	BILLINGS	MT	59102-0630	012	004	COUNTRY CLUB HEIGHT SUBD, S26, T01 N, R25 E, BLOCK 004, Lot 012, LT 12 BLK 4 COUNTRY CLUB HEIGHT SUB	COUNTRY CLUB HEIGHT SUBD	718	10400 \$
A05609	GIEBINK, KARL ALLEN	2232 GREEN TERRACE DR	2232 GREEN TERRACE DR	BILLINGS	MT	59102-0630	013	004	COUNTRY CLUB HEIGHT SUBD, S26, T01 N, R25 E, BLOCK 004, Lot 013, LT 13 BLK 4 COUNTRY CLUB HEIGHT SUB	COUNTRY CLUB HEIGHT SUBD	718	10431 \$
A05610	LEACH, ROBERT E & CARMEN J	2240 GREEN TERRACE DR	2240 GREEN TERRACE DR	BILLINGS	MT	59102-0630	014	004	COUNTRY CLUB HEIGHT SUBD, S26, T01 N, R25 E, BLOCK 004, Lot 014, LT 15 BLK 4 COUNTRY CLUB HEIGHT SUB	COUNTRY CLUB HEIGHT SUBD	718	16164 \$
A05611	HITTMER, PATRICK C &	3002 GREEN TERRACE DR	3002 GREEN TERRACE DR	BILLINGS	MT	59102-0631	015	004	COUNTRY CLUB HEIGHT SUBD, S26, T01 N, R25 E, BLOCK 004, Lot 015, LT 15-16 BLK 4 COUNTRY CLUB HEIGHT SUB	COUNTRY CLUB HEIGHT SUBD	718	31727 \$
A05616	RICHARDSON, ROBERT W & JANE L	2323 RIMROCK RD	2323 RIMROCK RD	BILLINGS	MT	59102-0664	020	004	COUNTRY CLUB HEIGHT SUBD, S26, T01 N, R25 E, BLOCK 004, Lot 020, S 24FT ALSO LT 21	COUNTRY CLUB HEIGHT SUBD	718	10665 \$
A05700	GAUTHIER, ROBERT H & ROBERTA	2910 FAIRWAY DR	2910 FAIRWAY DR	BILLINGS	MT	59102-0622	035	007	COUNTRY CLUB HEIGHT SUBD, S26, T01 N, R25 E, BLOCK 007, Lot 035, L35-36 B:7 COUNTRY CLUB HEIGHT SUB	COUNTRY CLUB HEIGHT SUBD	718	17951 \$
A08359	THOMPSON, STANLEY L & MARY E	2905 E MAC DONALD DR	2905 E MACDONALD DR	BILLINGS	MT	59102-0539	001	001	GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 001	GREGORY SUBD 1		12695 \$
A08382	TOSTENGARD, KAY &	2900 W MACDONALD DR	2900 W MACDONALD DR	BILLINGS	MT	59102-0548	034	001	GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 034	GREGORY SUBD 1		10500 \$
A08383	KELSEY, DOROTHY	2623 RIMROCK RD	2623 RIMROCK RD	BILLINGS	MT	59102-0559	035	001	GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 035	GREGORY SUBD 1		10186 \$
A08394B	CITY OF BILLINGS	E MAC DONALD DR	PO BOX 1178	BILLINGS	MT	59103-1178	XXX	XXX	GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK XXX, Lot XXX, CAMERON PARK	GREGORY SUBD 1		11127 \$
A08395	ROBERT A & DEBBIE C SCHOEPPE LIVING TRST	2909 GREGORY DR	2909 GREGORY DR	BILLINGS	MT	59102-0501	001	001	GREGORY SUBD 2ND FILING, S26, T01 N, R25 E, BLOCK 001, Lot 001, LT 1-2 BLK 1 GREGORY SUB 2ND	GREGORY SUBD 2		21637 \$
A08412	ROCCISANO, ANTHONY & LYHNE	2704 S GREGORY DR	2704 GREGORY DR S	BILLINGS	MT	59102-0510	01A	002	GREGORY SUBD 2ND FILING, S26, T01 N, R25 E, BLOCK 002, Lot 01A, LT 1A BLK 2 AMND GREGORY SUB 2ND	GREGORY SUBD 2		13161 \$
A08413	FRANK, JUDY K	2710 S GREGORY DR	2716 GREGORY DR S	BILLINGS	MT	59102-0510	02A	002	GREGORY SUBD 2ND FILING, S26, T01 N, R25 E, BLOCK 002, Lot 02A, LT 2A BLK 2 AMND GREGORY SUB 2ND	GREGORY SUBD 2		9600 \$
A08414	FRANK, GEORGE & JUDY K	2716 S GREGORY DR S	2716 S GREGORY DR S	BILLINGS	MT	59102	003	002	GREGORY SUBD 2ND FILING, S26, T01 N, R25 E, BLOCK 002, Lot 003, LT 3 & 2ND AMEND BLK 2 AND 3 GREGORY SUB 2ND	GREGORY SUBD 2		10800 \$
A08415	GUNVILLE, PAUL D &	2720 S GREGORY DR	2720 GREGORY DR S	BILLINGS	MT	59102-0510	004	002	GREGORY SUBD 2ND FILING, S26, T01 N, R25 E, BLOCK 002, Lot 004, LT 4 & 2ND AMEND BLKS 2 & 3 GREGORY SUB 2ND	GREGORY SUBD 2		10804 \$
A08416	SCHINDELE, J PATRICK & MICHELE C	2730 S GREGORY DR	2517 WESTFIELD DR	BILLINGS	MT	59106-1571	005	002	GREGORY SUBD 3RD FILING, S26, T01 N, R25 E, BLOCK 002, Lot 005, LT 5 BLK 2 GREGORY SUB 3RD	GREGORY SUBD 3RD FILI		11993 \$
A08417	BURFORD, DUNCAN D & VICKI N	2740 S GREGORY DR	2740 S GREGORY DR S	BILLINGS	MT	59102-0510	006	002	GREGORY SUBD 3RD FILING, S26, T01 N, R25 E, BLOCK 002, Lot 006, LT 6 BLK 2 GREGORY SUB 3RD	GREGORY SUBD 3RD FILI		15140 \$
A08418	HENKEL, ALBERT S	2746 S GREGORY DR	2810 GREGORY DR S	BILLINGS	MT	59102-0573	007	002	GREGORY SUBD 3RD FILING, S26, T01 N, R25 E, BLOCK 002, Lot 007, LT 7 BLK 2 GREGORY SUB 3RD	GREGORY SUBD 3RD FILI		17651 \$
A08642	VEZINA, ARNOLD G	2710 RIMROCK RD	2710 RIMROCK RD	BILLINGS	MT	59102-0562	001	001	HENTON SUBD, S35, T01 N, R25 E, BLOCK 001, Lot 001, LTS 1 & 2	HENTON SUBD	715	33864 \$
A08643	MORSE, LEAH G	2648 RIMROCK RD	2648 RIMROCK RD	BILLINGS	MT	59102-0560	004	001	HENTON SUBD, S35, T01 N, R25 E, BLOCK 001, Lot 004, LT 4 BLK 1 HENTON SUB	HENTON SUBD	715	8635 \$
A08644	MIKES, ANDY & MARIANN	2646 RIMROCK RD	920 22ND ST W	BILLINGS	MT	59102-3914	005	001	HENTON SUBD, S35, T01 N, R25 E, BLOCK 001, Lot 005	HENTON SUBD	715	9754 \$
A08645	BERNHART, MARGENE L	2644 RIMROCK RD	2070 REHBERG LN	BILLINGS	MT	59102-6542	006	001	HENTON SUBD, S35, T01 N, R25 E, BLOCK 001, Lot 006	HENTON SUBD	715	11932 \$
A08657	LIMPP, MARCIE & DOROTHY L	2902 ARVIN RD	2902 ARVIN RD	BILLINGS	MT	59102-0564	001	001	HI-ACRES SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 001, L:1 B:1 HI-ACRES SUB 1ST	HI-ACRE		9750 \$
A08658	RIEK, WILMA M & JOHN J	2407 RIMROCK RD	2407 RIMROCK RD	BILLINGS	MT	59102-0555	002	001	HI-ACRES SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 002, L:2 B:1 HI-ACRES SUB 1ST	HI-ACRE		9750 \$
A08659	NISSEN, RONALD E & JUDY	2415 RIMROCK RD	2415 RIMROCK RD	BILLINGS	MT	59102-0555	003	001	HI-ACRES SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 003	HI-ACRE		9750 \$
A08660	ELOISE OVIATT TRUST	2421 RIMROCK RD	2421 RIMROCK RD	BILLINGS	MT	59102-0555	004	001	HI-ACRES SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 004, LT 4 BLK 1 HI-ACRES SUB 1ST	HI-ACRE		9750 \$
A08661	KALARI, GREGORY T & NATALIE TRSTE	2427 RIMROCK RD	2351 SOLOMON AVE APT 312	BILLINGS	MT	59102-2887	005	001	HI-ACRES SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 005, LT 5, E 15' LT 6 BLK 1 HI-ACRES SUB 1ST	HI-ACRE		11625 \$
A08662	SILBERNAGEL, ANTHONY P	2431 RIMROCK RD	2431 RIMROCK RD	BILLINGS	MT	59102-0555	006	001	HI-ACRES SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 006, W 63' LT 6 AND E 30' LT 7 BLK 1 HI-ACRES 1ST FILING	HI-ACRE		11625 \$
A08663	COONEY, STEPHEN	2437 RIMROCK RD	2437 RIMROCK RD	BILLINGS	MT	59102-0555	007	001	HI-ACRES SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 007, W48' L7 & E45' L8 B:1 HI-ACRES SUB 1ST	HI-ACRE		11625 \$
A08664	VALLIE, JOHN M	2451 RIMROCK RD	2451 RIMROCK RD	BILLINGS	MT	59102-0555	008	001	HI-ACRES SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 008, 1ST W 33 FT OF 8 AND E 60 FT OF 9 BLK 1	HI-ACRE		11625 \$
A08665	NELSON, TERRANCE J (40%) & ETAL	2907 BRENTWOOD LN	2907 BRENTWOOD LN	BILLINGS	MT	59102-0531	009	001	HI-ACRES SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 009, W18 FT LT 9 & LT 10 BLK1 HI ACRES 1ST	HI-ACRE		12000 \$
A08692	MILLER, WESLEY G & KATHLEEN L	2501 RIMROCK RD	2501 RIMROCK RD	BILLINGS	MT	59102-0557	001	003	HI-ACRES SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 003, Lot 001, L:1 B:3 HI-ACRES SUB 1ST FILING	HI-ACRE		10751 \$
A09465	FIELD, KATHERINE A	2820 AUGUSTA LN	2820 AUGUSTA LN	BILLINGS	MT	59102-1743	007	001	JUDITH SUBD 719, S36, T01 N, R25 E, BLOCK 001, Lot 007, N21' LT 7 ALL LT 8-9 LESS W65' (LESS ADJ 10' AC VALLEY)	JUDITH SUBD	719	10060 \$
A09466	LENINGTON, MAX R & MARILYN K	1806 RIMROCK RD	1806 RIMROCK RD	BILLINGS	MT	59102-0761	007	001	JUDITH SUBD, S36, T01 N, R25 E, BLOCK 001, Lot 007, AND ADJ 10 FT ALLEY	JUDITH SUBD	719	15750 \$
A09467	CLEVELAND, MICHAEL G & GINA L	2821 TERRACE DR	2821 TERRACE DR	BILLINGS	MT	59102-1745	010	001	JUDITH SUBD, S36, T01 N, R25 E, BLOCK 001, Lot 010, LT 10 & N2 LT 11 BLK 1 JUDITH SUB	JUDITH SUBD	719	14438 \$
A10754	HANKS, RANDALL C & ROBERTA K	2332 RIMROCK RD	2332 RIMROCK RD	BILLINGS	MT	59102-0650	01A		MCCORMICK ACRES, S35, T01 N, R25 E, Lot 01A, 140 LT 1A 2ND AMND 1A & 2A MCCORMICK ACRES (COS 140 2ND AMND)	MCCORMICK ACRES	715	11151 \$
A10755	FOX, RICHARD A & JUDY K	2326 RIMROCK RD	PO BOX 22941	BILLINGS	MT	59104-2941		01	MCCORMICK ACRES, S35, T01 N, R25 E, BLOCK 01B, 140 TR 1B-			

A14061	SULLIVAN, LINDA MARIE	2734 RIMROCK RD	2734 RIMROCK RD	BILLINGS	MT	59102-0562	030	SNYDER SUBD 2ND FILING, S35, T01 N, R25 E, Lot 030, E52 FT LT 30 ALL LT 31 W6.7 FT LT 32 SNYDER SUBD 2ND FILING	SNYDER SUBD 2	11169	\$	58.65		
A14062	LAWS, BENJAMIN A SR TRUSTEE (ETAL)	2728 RIMROCK RD	2728 RIMROCK RD	BILLINGS	MT	59102-0562	032	SNYDER SUBD 2ND FILING, S35, T01 N, R25 E, Lot 032, LT 33 E56.9 FT LT 32 SNYDER SUBD 2ND	SNYDER SUBD 2	11610	\$	60.96		
A17084	LIFEWAY CHURCH OF BILLINGS	3052 RIMROCK RD	3100 RIMROCK RD	BILLINGS	MT	59102-0437	007	TIFFANY SUBD, S34, T01 N, R25 E, Lot 007, W125 FT 7 TIFFANY SUBD	TIFFANY SUBD	715	\$	12500	\$	65.63
A17517	THOMPSON, RAYMOND	2820 ARVIN RD	2820 ARVIN RD	BILLINGS	MT	59102-1510	010	WEIDLER ACRES, S35, T01 N, R25 E, Lot 010, LT 10 WEIDLER ACRES	WEIDLER ACRES	715	\$	18186	\$	95.49
A17518	MCNEESE MCNEESE LLC	2410 RIMROCK RD	4309 GRAND AVE	BILLINGS	MT	59106-1749	11A	WEIDLER ACRES, S35, T01 N, R25 E, Lot 11A, LT 11A WEIDLER ACRES AMD (06)	WEIDLER ACRES	715	\$	9861	\$	51.78
A17518A	MCNEESE MCNEESE LLC	2414 RIMROCK RD	4309 GRAND AVE	BILLINGS	MT	59106-1749	11B	WEIDLER ACRES, S35, T01 N, R25 E, Lot 11B, LT 11B WEIDLER ACRES AMD (06) 9908 SQ FT (OLD #A17518)	WEIDLER ACRES	715	\$	9908	\$	52.02
A17519	POTTS, BRENDA MORGAN & CLIFFORD ALBERT	2420 RIMROCK RD	20640 PTARMIGAN BLVD #8	EAGLE RIVER	AK	99577	12A	WEIDLER ACRES, S35, T01 N, R25 E, Lot 12A, LOT 12 AMND LT 12A WEIDLER ACRES	WEIDLER ACRES	715	\$	10038	\$	52.71
A17519A	REICHEL, JOHN K & SHAUNA J	2424 RIMROCK RD	2424 RIMROCK RD	BILLINGS	MT	59102-0556	12B	WEIDLER ACRES, S35, T01 N, R25 E, Lot 12B, LOT 12 AMND	WEIDLER ACRES	715	\$	12190	\$	64.01
A18535	WILLIAMS, JEANNE D	2816 HOOVER AVE	2974 THOUSAND OAKS ST	BILLINGS	MT	59102-0763	001	WILLIAMS SUBD, S36, T01 N, R25 E, Lot 001, N65 FT LT 1-2 WILLIAMS SUBD	WILLIAMS SUBD	719	\$	9315	\$	48.91
A19370	SWENDSEID, KEIKO	2432 RIMROCK RD	3710 EMERALD ST	EUGENE	OR	97405-4398	001	HAGEN SUBD, S35, T01 N, R25 E, Lot 001, LT 1 HAGEN SUBD	HAGEN SUBD	715	\$	16143	\$	84.76
A19371A	KELKER, PAUL H & KATHARIN A	2438 RIMROCK RD	2438 RIMROCK RD	BILLINGS	MT	59102-0556	02A	HAGEN SUBD, S35, T01 N, R25 E, Lot 02A, HAGEN SUB LTS 2A & 2B (96)	HAGEN SUBD	715	\$	21004	\$	110.29
A19678	STREETER, JACK D & ANNE K	2750 S GREGORY DR	2750 GREGORY DR S	BILLINGS	MT	59102-0510	008 002	GREGORY SUBD 4TH FILING, S26, T01 N, R25 E, BLOCK 002, Lot 008, LT 8 BLK 2 GREGORY SUBD 4TH FILING	GREGORY SUBD 4TH FILING	715	\$	16732	\$	87.86
A19679	HENNEFORD, GORDON E & JANET A TRSTE	2756 S GREGORY DR	2756 GREGORY DR S	BILLINGS	MT	59102-0510	009 002	GREGORY SUBD 4TH FILING, S26, T01 N, R25 E, BLOCK 002, Lot 009, LT 9 BLK 2 GREGORY SUBD 4TH FILING	GREGORY SUBD 4TH FILING	715	\$	14362	\$	75.41
A19680	COZZENS, LAWRENCE B & JEANNINE M	2760 S GREGORY DR	2760 GREGORY DR S	BILLINGS	MT	59102-0510	010 002	GREGORY SUBD 4TH FILING, S26, T01 N, R25 E, BLOCK 002, Lot 010, LT 10 BLK 2 GREGORY SUBD 4TH FILING	GREGORY SUBD 4TH FILING	715	\$	12182	\$	63.96
A19681	GARNETT, DENNIS L & JANE A	2800 S GREGORY DR	2800 GREGORY DR S	BILLINGS	MT	59102-0573	011 002	GREGORY SUBD 4TH FILING, S26, T01 N, R25 E, BLOCK 002, Lot 011, LT 11 BLK 2 GREGORY SUBD 4TH FILING	GREGORY SUBD 4TH FILING	715	\$	13200	\$	69.31
A19714	HENKEL, ALBERT S	2810 S GREGORY DR	2810 GREGORY DR S	BILLINGS	MT	59102-0573	001 006	GREGORY SUBD 4TH FILING, S26, T01 N, R25 E, BLOCK 006, Lot 001, LT 1 BLK 6 GREGORY SUBD 4TH FILING	GREGORY SUBD 4TH FILING	715	\$	13200	\$	69.31
A19715	PULLIAM, JACK S	2814 S GREGORY DR	2814 GREGORY DR S	BILLINGS	MT	59102-0573	002 006	GREGORY SUBD 4TH FILING, S26, T01 N, R25 E, BLOCK 006, Lot 002, LT 2 BLK 6 GREGORY SUBD 4TH FILING	GREGORY SUBD 4TH FILING	715	\$	12600	\$	66.16
A20227	STOLBERG, DAVID & AMANDA	2839 CHESTER CT	2839 CHESTER CT	BILLINGS	MT	59102-1331	001	MAPLEWOOD SUBD, S35, T01 N, R25 E, Lot 001, LT 1 MAPLEWOOD SUBD	MAPLEWOOD SUBD	719	\$	9696	\$	50.91
A20231	LARSON, SHARON K	2840 CHESTER CT	2530 TERRACE DR	BILLINGS	MT	59102-1733	005	MAPLEWOOD SUBD, S35, T01 N, R25 E, Lot 005, LT 5 MAPLEWOOD SUBD (97)	MAPLEWOOD SUBD	719	\$	9688	\$	50.87
A20232	MICK, CAROL A	2902 RAMADA DR	2902 RAMADA DR	BILLINGS	MT	59102-0733	001 001	PINEVIEW SUBD, S25, T01 N, R25 E, BLOCK 001, Lot 001, LT 1 BLK 1 PINEVIEW SUBD	PINEVIEW SUBD	718	\$	13154	\$	69.07
A20241	CONVERSE, MARGARET JTRUSTEE	2901 RAMADA DR	2901 RAMADA DR	BILLINGS	MT	59102-0732	001 003	PINEVIEW SUBD, S25, T01 N, R25 E, BLOCK 003, Lot 001, LT 1 BLK 3 PINEVIEW SUBD	PINEVIEW SUBD	718	\$	14346	\$	75.33
A20332	RAMHORMOZ, ABDULLAH S &	RIMROCK RD	2110 RIMROCK RD	BILLINGS	MT	59102-0646	01A	WARE SUBD, S35, T01 N, R25 E, Lot 01A, LT 1A WARE SUB AMD 9600 SQ FT (05)	WARE SUBD	715	\$	9600	\$	50.41
A20333	LEE, ROBERT E & ALICIA D	2126 RIMROCK RD	2126 RIMROCK RD	BILLINGS	MT	59102-0646	002	WARE SUBD, S35, T01 N, R25 E, Lot 002, LT 2 WARE SUBD	WARE SUBD	715	\$	17080	\$	89.68
A21120	ROCKY MOUNTAIN COLLEGE	2821 AUGUSTA LN	1511 POLY DR	BILLINGS	MT	59102-1739	001 001	ROCKY VILLAGE SUBD, S36, T01 N, R25 E, BLOCK 001, Lot 001, LT 1 BLK 1 ROCKY VILLAGE SUBD	ROCKY VILLAGE SUBD	719	\$	41000	\$	215.28
A21196	KOCH, BRENT D	2902 SILVERWOOD ST	2902 SILVERWOOD ST	BILLINGS	MT	59102-0652	022 001	SILVERWOOD SUBD, S25, T01 N, R25 E, BLOCK 001, Lot 022, LT 22 BLK 1 SILVERWOOD SUBD	SILVERWOOD SUBD	718	\$	10789	\$	56.65
A21210	ABRAMS, VIOLA A	2901 SILVERWOOD ST	2901 SILVERWOOD ST	BILLINGS	MT	59102-0651	014 002	SILVERWOOD SUBD, S25, T01 N, R25 E, BLOCK 002, Lot 014, LT 14 BLK 2 SILVERWOOD SUBD	SILVERWOOD SUBD	718	\$	10420	\$	54.71
A21211	KUDLOFF, JAMES L	2902 MORLEDGE ST	2902 MORLEDGE ST	BILLINGS	MT	59102-0636	015 002	SILVERWOOD SUBD, S25, T01 N, R25 E, BLOCK 002, Lot 015, LT 15 BLK 2 SILVERWOOD SUBD	SILVERWOOD SUBD	718	\$	13922	\$	73.10
A21236	ERWIN, MICHAEL A & BONNIE L	2901 MORLEDGE ST	2901 MORLEDGE ST	BILLINGS	MT	59102-0635	014 003	SILVERWOOD SUBD, S25, T01 N, R25 E, BLOCK 003, Lot 014, L-14 B-3 SILVERWOOD SUB	SILVERWOOD SUBD	718	\$	10789	\$	56.65
A21554	MICHOTTE, WALLY & PAMILEE J	3102 MARGUERITE BLVD	79070 CANTERRA DR	LA QUINTA	CA	92253-5927	001 001	WILSHIRE HEIGHTS SUBD 7TH, S27, T01 N, R25 E, BLOCK 001, Lot 001, LT 1 BLK 1 WILSHIRE HEIGHTS SUBD 7TH	WILSHIRE HEIGHTS SUBD 7TH	716	\$	11256	\$	59.10
A21584	CASEY, T MICHAEL & MARTHA J MESSEX	3024 MARGUERITE BLVD	3024 MARGUERITE BLVD	BILLINGS	MT	59102-0425	011 006	WILSHIRE HEIGHTS SUBD 7TH, S27, T01 N, R25 E, BLOCK 006, Lot 011, LT 11 BLK 6 WILSHIRE HEIGHTS SUBD 7TH	WILSHIRE HEIGHTS SUBD 7TH	716	\$	9655	\$	50.70
A21585	DEPNER, MICHAEL E & BARBARA J	3020 MARGUERITE BLVD	3020 MARGUERITE BLVD	BILLINGS	MT	59102-0425	012 006	WILSHIRE HEIGHTS SUBD 7TH, S27, T01 N, R25 E, BLOCK 006, Lot 012, LT 12 BLK 6 WILSHIRE HEIGHTS SUBD 7TH	WILSHIRE HEIGHTS SUBD 7TH	716	\$	8383	\$	44.02
A21586	PRESCOTT, JANE H	3016 MARGUERITE BLVD	3016 MARGUERITE BLVD	BILLINGS	MT	59102-0425	013 006	WILSHIRE HEIGHTS SUBD 7TH, S27, T01 N, R25 E, BLOCK 006, Lot 013, LT 13 BLK 6 WILSHIRE HEIGHTS SUBD 7TH	WILSHIRE HEIGHTS SUBD 7TH	716	\$	8463	\$	44.44
A21587	GLASGOW, GREGORY J & RANEY L	3012 MARGUERITE BLVD	3012 MARGUERITE BLVD	BILLINGS	MT	59102-0425	014 006	WILSHIRE HEIGHTS SUBD 7TH, S27, T01 N, R25 E, BLOCK 006, Lot 014, LT 14 BLK 6 WILSHIRE HEIGHTS SUBD 7TH	WILSHIRE HEIGHTS SUBD 7TH	716	\$	8355	\$	43.87
A21588	LUSE, JOHN H & LINDA L	3008 MARGUERITE BLVD	3008 MARGUERITE BLVD	BILLINGS	MT	59102-0425	015 006	WILSHIRE HEIGHTS SUBD 7TH, S27, T01 N, R25 E, BLOCK 006, Lot 015, LT 15 BLK 6 WILSHIRE HEIGHTS SUBD 7TH	WILSHIRE HEIGHTS SUBD 7TH	716	\$	9487	\$	49.81
A21589	KLINGER, GARY D & YVONNE L	3004 MARGUERITE BLVD	3004 MARGUERITE BLVD	BILLINGS	MT	59102-0425	016 006	WILSHIRE HEIGHTS SUBD 7TH, S27, T01 N, R25 E, BLOCK 006, Lot 016, LT 16 BLK 6 WILSHIRE HEIGHTS SUBD 7TH	WILSHIRE HEIGHTS SUBD 7TH	716	\$	10051	\$	52.78
A22898	SCHUTZ, BOB J & KIM K	1950 RIMROCK RD	1950 RIMROCK RD	BILLINGS	MT	59102-0668	001 001	WOODBINE SUBD, S36, T01 N, R25 E, BLOCK 001, Lot 001, LT 1 BLK 1 WOODBINE SUBD	WOODBINE SUBD	719	\$	10855	\$	57.00
A22901	KAMP, LEO A JR & CORINNE C	2891 SILVERWOOD ST	1816 FLY CREEK RD	POMPEY PILLAR	MT	59064-9727	001 002	WOODBINE SUBD, S36, T01 N, R25 E, BLOCK 002, Lot 001, LT 1 BLK 2 WOODBINE SUBD	WOODBINE SUBD	719	\$	11496	\$	60.36
A24227	KOHN, JONATHAN S TRUSTEE	2902 THOUSAND OAKS ST	2902 THOUSAND OAKS ST	BILLINGS	MT	59102-0763	01A 001	OAKS SUBD, THE, S25, T01 N, R25 E, BLOCK 001, Lot 01A, LT 1A BLK 1 THE OAKS SUBD	OAKS SUBD, THE	718	\$	9822	\$	51.57
A24260	SMITH, RONDEL Z	2901 THOUSAND OAKS ST	2901 THOUSAND OAKS ST	BILLINGS	MT	59102	001 003	OAKS SUBD, THE, S25, T01 N, R25 E, BLOCK 003, Lot 001, LT 1 BLK 3 THE OAKS SUBD	OAKS SUBD, THE	718	\$	10322	\$	54.20
A24267	KROLL, ROBERT L & DIANA J	2902 SHADOW OAKS PL	2902 SHADOW OAKS PL	BILLINGS	MT	59102-0776	008 003	OAKS SUBD, THE, S25, T01 N, R25 E, BLOCK 003, Lot 008, LT 8 BLK 3 THE OAKS SUB	OAKS SUBD, THE	718	\$	10683	\$	56.09
A24268	COLLETT, GORDON C & SIV D	2901 SHADOW OAKS PL	2901 SHADOW OAKS PL	BILLINGS	MT	59102-0777	001 004	OAKS SUBD, THE, S25, T01 N, R25 E, BLOCK 004, Lot 001, LT 1 BLK 4 THE OAKS SUBD	OAKS SUBD, THE	718	\$	15213	\$	79.88
A24274	KRAUSHAAR FAMILY REVOCABLE TRUST	2900 STANFORD DR	2900 STANFORD DR	BILLINGS	MT	59102-0754	007 004	OAKS SUBD, THE, S25, T01 N, R25 E, BLOCK 004, Lot 007, LT 7 BLK 4 THE OAKS SUBD	OAKS SUBD, THE	718	\$	10535	\$	55.32
A25858	HARRIS, DONALD L & CHERYL BURKE	2924 S GREGORY DR	2924 GREGORY DR S	BILLINGS	MT	59102-0500	003 006	GREGORY SUB 5TH FILING, S26, T01 N, R25 E, BLOCK 006, Lot 003, LT 3 BLK 6 GREGORY SUBD 5TH FILING	GREGORY SUB 5TH FILING	715	\$	12986	\$	68.19
A25859	HABEIN, PETER F &	2934 S GREGORY DR	2934 GREGORY DR S	BILLINGS	MT	59102-0500	004 006	GREGORY SUB 5TH FILING, S26, T01 N, R25 E, BLOCK 006, Lot 004, LT 4 BLK 6 GREGORY SUBD 5TH FILING	GREGORY SUB 5TH FILING	715	\$	14238	\$	74.76
A25860	COFFEE, WILLIAM E & VICKI M	2944 S GREGORY DR	2944 GREGORY DR S	BILLINGS	MT	59102-0500	005 006	GREGORY SUB 5TH FILING, S26, T01 N, R25 E, BLOCK 006, Lot 005, LT 5 BLK 6 GREGORY SUBD 5TH FILING	GREGORY SUB 5TH FILING	715	\$	15625	\$	82.04
A25861	MARKS, STEVE	N GREGORY DR	2954 GREGORY DR S	BILLINGS	MT	59102-0500	006 006	GREGORY SUB 5TH FILING, S26, T01 N, R25 E, BLOCK 006, Lot 006, LT 6 BLK 6 GREGORY SUBD 5TH FILING	GREGORY SUB 5TH FILING	715	\$	23184	\$	121.73
A27703	CHURCH OF JESUS CHRIST LDS	1848 RIMROCK RD	50 E NORTH TEMPLE FL 22	SALT LAKE CTY	UT	84150-0002	01A 001	DESERT ACREAGE TRACT, S36, T01 N, R25 E, BLOCK 001, Lot 01A, LT 1A AMND LT 1 BLK 1 DESERT ACREAGE TRACT (OLD CODE A06346)	DESERT ACREAGE TRACT 719	715	\$	57194.28	\$	300.31
A31779	RAMHORMOZ, ABDULLAH S &	RIMROCK RD	2110 RIMROCK RD	BILLINGS	MT	59102-0646	01B	WARE SUBD, S35, T01 N, R25 E, Lot 01B, LT 1B WARE SUB AMD (05) 9600 SQ FT (OLD #A20332)	WARE SUBD	715	\$	9600	\$	50.41
D04787	MUELLER, JACK F TRUSTEE	2108 RIMROCK RD	2112 RIMROCK RD	BILLINGS	MT	59102-0646		S35, T01 N, R25 E, 185, PARCEL 001, TR 1 COS 185 AMND IN NENE			\$	16620	\$	87.27
D04788	MUELLER, JACK F TRUSTEE	2112 RIMROCK RD	2112 RIMROCK RD	BILLINGS	MT	59102-0646		S35, T01 N, R25 E, 185, PARCEL 002, TR 2 COS 185 AMND IN NENE 35 1N 25			\$	11644	\$	61.14
D04795	SHEEL, ROBERT A	2440 RIMROCK RD	2440 RIMROCK RD	BILLINGS	MT	59102-0556		S35, T01 N, R25 E, 541, PARCEL N/A, TR 1A COS 541 AMD IN NEN4 SEC-35-1N-25E 17,RS1 SF (04)			\$	17851	\$	93.73
D04796	KNACK, PAUL	2448 RIMROCK RD	2448 RIMROCK RD	BILLINGS	MT	59102-0556		S35, T01 N, R25 E, 204, PARCEL 001, TR 1 COS 204 AMND IN W2NWNE4 35 1N 25E			\$	14375	\$	75.48
D04798A	SCHUMAN, NICOLETTE	2626 RIMROCK RD	2626 RIMROCK RD	BILLINGS	MT	59102-0560		S35, T01 N, R25 E, 642, PARCEL 02B, TR 28 COS 642 AMEND IN NW4 SEC 35-1N-25E			\$	16130	\$	84.69
D04804	LEATHERS, TAMARA L	2850 RIMROCK RD	255 LONGHIRST LOOP	OCOEFE	FL	34761-5665		S35, T01 N, R25 E, 9, PARCEL 00A, TR A COS 9 AMND IN NWNW4			\$	17424	\$	91.49
D04805	SMITH, DEAN C & JESSICA	2938 RIMROCK RD	2938 RIMROCK RD	BILLINGS	MT	59102-0593		S35, T01 N, R25 E, 2114, PARCEL 001, TR 1 COS 2114 IN NWNW4 35 1N 25E			\$	30099	\$	158.04
D04851	MIGNONE, FRANCIS J	2880 VIGILANTE TRL	1924 RIMROCK RD	BILLINGS	MT	59102-0668		S36, T01 N, R25 E, 101, PARCEL 0A1, TR A-1 COS 101 AMND TR A & B IN NWNW			\$	27560	\$	144.71

Total District Square Footage 2,000,618.28 \$ 10,504.73

# **SILMD 309 – Rimrock Road Stanford Dr. to Forsythia Blvd.**

## **Exhibit C Boundary Description**

The following lots are included within SILMD 309:

- Lot 7, and a portion of Lot 8, Block 1, Barney Subdivision, recorded October 26, 1953 at Yellowstone County, Montana, under document number 514339;
- Lot 1, Block 1, Lot 4, Block 3, and Lot 4, Block 2, Bayers Subdivision, recorded November 15, 1954 at Yellowstone County, Montana, under document number 533074;
- Lot 1, Block 1, Benton Subdivision, recorded August 17, 1960 at Yellowstone County, Montana, under document number 646883;
- Lot 17, Block 1, Bridger Square Subdivision, 5<sup>th</sup> Filing, recorded February 10, 1961 at Yellowstone County, Montana, under document number 656728;
- Lots 10 and 11, Block 4, Bridger Square Subdivision, 7<sup>th</sup> Filing, recorded May 13, 1966 at Yellowstone County, Montana, under document number 778409;
- Lots 1 and 2, Block 1, Buena Vista Subdivision, recorded September 14, 1955 at Yellowstone County, Montana, under document number 549329;
- Lots 1-7, Block 1, Country Club Heights Subdivision, recorded February 15, 1957 at Yellowstone County, Montana, under document number 578034;
- Lots 1-15, and Lot 20, and a portion of Lot 21, Block 4, Country Club Heights Subdivision, recorded February 15, 1957 at Yellowstone County, Montana, under document number 578034;
- Lots 35-36, Block 7, Country Club Heights Subdivision, recorded February 15, 1957 at Yellowstone County, Montana, under document number 578034;
- Lots 1, 34, 35 and a portion of Cameron Park, Gregory Subdivision, 1<sup>st</sup> Filing, recorded May 31, 1950 at Yellowstone County, Montana, under document number 464132;
- Lots 1-2, Block 1, Gregory Subdivision, 2<sup>nd</sup> Filing, recorded May 4, 1959 at Yellowstone County, Montana, under document number 620893;
- Lots 1-2, Block 1, Gregory Subdivision, 2<sup>nd</sup> Filing, recorded May 4, 1959 at Yellowstone County, Montana, under document number 620893;
- Lots 1A-2A, Block 2, Gregory Subdivision, 2<sup>nd</sup> Filing Amended of the amended plat of Lots 1-2, recorded December 5, 1986 at Yellowstone County, Montana, under document number 1421023;

- Lots 3-4, Block 2, Gregory Subdivision, 2<sup>nd</sup> Filing Amended, recorded November 8, 1961 at Yellowstone County, Montana, under document number 672150;
- Lots 5-7, Block 2, Gregory Subdivision, 3<sup>rd</sup> Filing, recorded June 15, 1964 at Yellowstone County, Montana, under document number 733097;
- Lots 8-11, Block 2, and Lots 1-2, Block 6, Gregory Subdivision, 4<sup>th</sup> Filing, recorded August 4, 1966 at Yellowstone County, Montana, under document number 783131;
- Lots 3-6, Block 6, Gregory Subdivision, 5<sup>th</sup> Filing, recorded January 16, 1984 at Yellowstone County, Montana, under document number 1293336;
- Lots 1-2, and 4-6, Block 1, Henton Subdivision, recorded June 27, 1955 at Yellowstone County, Montana, under document number 545248;
- Lots 1-10, Block 1, and Lot 1, Block 3, Hi-Acres Subdivision, 1<sup>st</sup> Filing, recorded April 30, 1956 at Yellowstone County, Montana, under document number 562437;
- Lot 1, Block 1, Hagen Subdivision, recorded September 19, 1967 at Yellowstone County, Montana, under document number 806245;
- Lots 2A and 2B, Block 1, Hagen Subdivision Amended, recorded August 10, 1978 at Yellowstone County, Montana, under document number 1100104;
- Lots 8-10, and a portion of Lots 7 and 11, Block 1, Judith Subdivision, recorded August 3, 1955 at Yellowstone County, Montana, under document number 547049;
- Lot 10, Block 1, Certificate of Survey 140 Amended, recorded May 20, 1950 at Yellowstone County, Montana, under document number 463743;
- Lots 1A, 2A, 1B, 2B, Block 1, Certificate of Survey 140 2<sup>nd</sup> Amended, recorded May 22, 1951 at Yellowstone County, Montana, under document number 478068;
- Lots 1-3, Block 1, Rainbow Subdivision, recorded April 18, 1956 at Yellowstone County, Montana, under document number 561734;
- Lot 8 and a portion of Lot 7, Block 1, and Lot 8, Block 2, Robinson-Jones Subdivision, recorded November 3, 1951 at Yellowstone County, Montana, under document number 483862;
- Lots 1-7 and Lot 17, Block 1, Saguaro Subdivision, recorded September 15, 1958 at Yellowstone County, Montana, under document number 607229;
- Lot 1, Block 1, and Lot 1, Block 2, Selvig Subdivision, recorded March 18, 1953 at Yellowstone County, Montana, under document number 504175;
- Lot 1 and Lot 16, Block 1, Shaffer Subdivision, recorded December 29, 1952 at Yellowstone County, Montana, under document number 500711;

- Lots 29-33, Block 1, Snyder Subdivision, 2<sup>nd</sup> Filing, recorded June 22, 1954 at Yellowstone County, Montana, under document number 525836;
- Lot 10, Block 1, Weidler Subdivision, recorded May 12, 1941 at Yellowstone County, Montana, under document number 361075;
- Lots 11A and 11B, Block 1, Weidler Subdivision amended plat of Lot 11, recorded September 16, 2005 at Yellowstone County, Montana, under document number 3348629;
- Lots 12A and 12B, Block 1, Weidler Subdivision amended plat of Lot 12, recorded February 14, 1986 at Yellowstone County, Montana, under document number 1382103;
- Lots 1 and 5, Block 1, Maplewood Subdivision, recorded October 17, 1967 at Yellowstone County, Montana, under document number 807702;
- Lot 1, Block 1, and Lot 1, Block 3, Pineview Subdivision, recorded June 15, 1967 at Yellowstone County, Montana, under document number 800805;
- Lot 2, Block 1, Ware Subdivision, recorded August 16, 1968 at Yellowstone County, Montana, under document number 825967;
- Lots 1A and 1B, Block 1, Ware Subdivision Amended, recorded December 28, 2004 at Yellowstone County, Montana, under document number 3316885;
- Lot 1, Block 1, Rocky Village Subdivision, recorded June 29, 1973 at Yellowstone County, Montana, under document number 938344;
- Lot 22, Block 1, Lots 14-15, Block 2, and Lot 14, Block 3, Silverwood Subdivision, recorded December 14, 1973 at Yellowstone County, Montana, under document number 950352;
- Lots 11-16, Block 6, and Lot 1, Block 1, Wilshire Heights Subdivision, 7<sup>th</sup> Filing, recorded March 20, 1977 at Yellowstone County, Montana, under document number 958169;
- Lot 1, Block 1, and Lot 1, Block 2, Woodbine Subdivision, recorded April 19, 1976 at Yellowstone County, Montana, under document number 1015268;
- Lot 1A, Block 1, Oaks Subdivision Amended, recorded June 27, 1984 at Yellowstone County, Montana, under document number 1313787;
- Lots 1 and 8, Block 3, and Lots 1 and 7, Block 4, Oaks Subdivision, recorded May 24, 1978 at Yellowstone County, Montana, under document number 1090576;
- Lots 1A, Block 1, Deseret Acreage Tract Subdivision Amended, recorded March 9, 1989 at Yellowstone County, Montana, under document number 1515322;
- Lots 1A and 2A, Block 1, Certificate of Survey 185 Amended, recorded June 9, 2010 at Yellowstone County, Montana, under document number 3552178;

- Lot 1A, Block 1, Certificate of Survey 541 Amended, recorded June 16, 2003 at Yellowstone County, Montana, under document number 3235560;
- Lot 1A, Block 1, Certificate of Survey 204 Amended, recorded October 18, 1954 at Yellowstone County, Montana, under document number 531713;
- Lot 2B, Block 1, Certificate of Survey 642 Amended, recorded May 20, 1993 at Yellowstone County, Montana, under document number 1685119;
- Lot A, Block 1, Certificate of Survey 9 Amended, recorded October 27, 1948 at Yellowstone County, Montana, under document number 443626;
- Lot 1, Block 1, Certificate of Survey 2114, recorded December 30, 1981 at Yellowstone County, Montana, under document number 1217571;
- Lot A, Block 1, Certificate of Survey 101 Amended, recorded August 9, 1983 at Yellowstone County, Montana, under document number 1275564;
- The north 125' of Lot 7, Block 1, Tiffany Subdivision, recorded April 26, 1948 at Yellowstone County, Montana, under document number 437718;
- The north 65' of Lots 1-2, Block 1, Williams Subdivision, recorded September 5, 1950 at Yellowstone County, Montana, under document number 467913;
- Lots 17A and 17B, Block 1, McKay Acres Subdivision Amended, recorded December 1, 2010 at Yellowstone County, Montana, under document number 3571695;
- Tracts 1-4, Block 1, Certificate of Survey 594, recorded May 27, 1953 at Yellowstone County, Montana, under document number 507350;
- Lot 1, Block 1, a portion of Lot 2, Block 1, and a portion of Lot 3, Block 1, McKay Acres Subdivision Amended, recorded November 12, 1954 at Yellowstone County, Montana, under document number 532978.

**Regular City Council Meeting**

**Date: 05/23/2011**

**TITLE:** Payment of Claims April 22, 2011.

**PRESENTED BY:** Pat M. Weber, Financial Services Manager

**Department:** City Hall Administration

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**Information**

**PROBLEM/ISSUE STATEMENT**

Claims in the amount of \$1,129,224.74 have been audited and are presented for your approval for payment. A complete listing of the claims dated April 22, 2011, is available in the Finance Department.

**ALTERNATIVES ANALYZED**

The Council may:

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

**FINANCIAL IMPACT**

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

**RECOMMENDATION**

Staff recommends that Council approve Payment of Claims.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

List of claims greater than \$2500.

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CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
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04/22/2011 561-7112-711.24-50	743759 04/19/2011	ARMACOST TRANE SERVICE CO	7204 MISC SERVICES	21053	282053 10/2011	18,002.00 18,002.00	
04/22/2011 779-1576-415.76-79	743769 04/21/2011	BILLINGS TOURISM	19895 MISC SERVICES	APR11	283447 10/2011	10,735.00 10,735.00	
04/22/2011 211-3132-433.47-21	743775 04/13/2011	BRENNTAG PACIFIC INC	17236 ROAD/HIGHWAY MATERIAL	BPI085408	283197 10/2011	19,120.16 4,721.96	
211-3132-433.47-21	04/13/2011		ROAD/HIGHWAY MATERIAL	BPI085409	283197 10/2011	4,706.12	
211-3132-433.47-21	04/13/2011		ROAD/HIGHWAY MATERIAL	BPI085410	283197 10/2011	4,856.60	
211-3132-433.47-21	04/13/2011		ROAD/HIGHWAY MATERIAL	BPI085411	283197 10/2011	4,835.48	
04/22/2011 251-2187-421.35-60	743783 03/03/2011	CELLEBRITE USA CORP	21477 UNIVERS FOREN DEVICE	90290	282002 10/2011	23,162.96 23,162.96	
04/22/2011 245-1257-412.35-81	743785 04/15/2011	COMMUNITY SOLUTIONS INC	18339 CSI-MHC CHARGES 2009-2011	2011-10	283152 10/2011	9,289.00 9,289.00	
04/22/2011 650-1567-487.36-60	743786 04/18/2011	CONDITIONED AIR SYSTEMS INC	11869 MISC SERVICES	7798	283364 10/2011	4,994.90 296.00	
650-1567-487.36-60	04/18/2011		MISC SERVICES	7817	283364 10/2011	748.00	
650-1567-487.36-60	04/18/2011		MISC SERVICES	7818	283364 10/2011	655.50	
650-1567-487.36-60	04/18/2011		MISC SERVICES	7820	283364 10/2011	1,876.80	
650-1567-487.36-60	04/18/2011		MISC SERVICES	7834	283364 10/2011	1,418.60	
04/22/2011 503-7591-609.93-40	743789 04/20/2011	COP CONSTRUCTION CO	865 WO1008 WTP CLEARWELL BAFL	2	281069 10/2011	113,098.32 113,098.32	
04/22/2011 561-7113-711.36-53	743790 04/18/2011	CROUSE HIND CO	5622 INVOICE #910241753	910241753	F12644 10/2011	4,882.60 4,882.60	
04/22/2011 234-1340-465.72-91	743792 04/14/2011	CTA ARCHITECTS	920 MISC SERVICES	88419	283272 10/2011	23,084.00 16,058.06	
563-7122-711.92-90	04/19/2011		MISC SERVICES	88311	282105 10/2011	5,125.46	
414-1519-493.93-90	04/20/2011		29TH ST. SKY BRIDGE	88307	278908 10/2011	1,358.66	
521-1592-493.24-50	04/20/2011		P2 UPPER DECK DESIGN	88388	283419 10/2011	541.82	
04/22/2011 670-3141-489.21-20	743800 04/18/2011	DLT SOLUTIONS	14499 SUPPORT RENEWAL	3514367	283276 10/2011	4,061.39 4,061.39	
04/22/2011 627-1752-395.72-30	743803 04/20/2011	EBMS	20398 EERP MARCH 2011	38587	10/2011	35,008.35 35,008.35	
04/22/2011 723-6595-465.62-00	743812 04/21/2011	FIRST INTERSTATE BANK	1303 MISC SERVICES	1100216095	283453 10/2011	5,409.60 5,409.60	
04/22/2011 630-1753-485.73-10	743813 04/21/2011	FRANK & WETCH TRUCK BODY INC	4662 MISC SERVICES	98874	283463 10/2011	2,606.23 2,205.70	

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541-3123-435.23-90	04/15/2011			TIRE AT LF	708-362	282628	10/2011	3,281.00
541-3123-435.23-90	04/15/2011			SERVICE CALL	708361	282628	10/2011	165.00
04/22/2011	743823	HDR INC	1544					30,354.18
840-3184-431.93-10	04/20/2011			W00709 BLGS STRMWTR MSTR	33/284409-H	251610	10/2011	157.49
503-7491-603.93-90	04/20/2011			W01011 WTP H2-1 REPLC	13	273326	10/2011	5,534.19
503-7591-609.93-40	04/20/2011			W01012 BLGS LOW SRVC PUMP	9	276189	10/2011	20,228.62
513-8491-623.93-90	04/20/2011			W01029 WWTP WEST MECH MCC	4/283626-H	280428	10/2011	4,433.88
04/22/2011	743824	HKM ENGINEERING INC	10883					5,568.40
210-5151-452.93-90	04/20/2011			W00307 ALKALI CR MULTI	53	250043	10/2011	4,821.12
490-5161-452.93-70	04/20/2011			W00307 ALKALI CR MULTI	53	250043	10/2011	747.28
04/22/2011	743829	IAFF	20196					4,306.50
900-0000-209.99-20	04/22/2011			PAYROLL SUMMARY	20110422		10/2011	4,306.50
04/22/2011	743833	INGRAM BOOK COMPANY	1820					6,667.24
260-5519-455.32-26	04/20/2011			PUBLICATIONS/AUDIOVISUAL	5/8046702	282946	10/2011	25.95
260-5519-455.32-26	04/20/2011			PUBLICATIONS/AUDIOVISUAL	57926079	282946	10/2011	19.78
260-5519-455.33-33	04/20/2011			PUBLICATIONS/AUDIOVISUAL	579260798	282946	10/2011	4.79
260-5519-455.32-41	04/20/2011			PUBLICATIONS/AUDIOVISUAL	57926080	282946	10/2011	2.99
260-5519-455.32-42	04/20/2011			PUBLICATIONS/AUDIOVISUAL	57926080	282946	10/2011	65.36
260-5519-455.32-26	04/20/2011			PUBLICATIONS/AUDIOVISUAL	57926081	282946	10/2011	9.58
260-5519-455.32-27	04/20/2011			PUBLICATIONS/AUDIOVISUAL	57926082	282946	10/2011	21.85
260-5519-455.32-26	04/20/2011			PUBLICATIONS/AUDIOVISUAL	57926083	282946	10/2011	24.94
260-5519-455.32-26	04/20/2011			PUBLICATIONS/AUDIOVISUAL	58046701	282946	10/2011	9.00
260-5519-455.33-33	04/20/2011			PUBLICATIONS/AUDIOVISUAL	58046703	282946	10/2011	14.44
260-5519-455.32-26	04/20/2011			PUBLICATIONS/AUDIOVISUAL	58046704	282946	10/2011	31.80
260-5519-455.32-27	04/20/2011			PUBLICATIONS/AUDIOVISUAL	58046704	282946	10/2011	9.57
260-5519-455.32-42	04/20/2011			PUBLICATIONS/AUDIOVISUAL	58046705	282946	10/2011	24.75
260-5519-455.33-82	04/20/2011			PUBLICATIONS/AUDIOVISUAL	58046706	282946	10/2011	103.80
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260-5519-455.32-42	04/20/2011			PUBLICATIONS/AUDIOVISUAL	58046708	282946	10/2011	95.67
260-5519-455.32-26	04/20/2011			PUBLICATIONS/AUDIOVISUAL	58046709	282946	10/2011	63.34
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260-5519-455.32-26	04/20/2011			PUBLICATIONS/AUDIOVISUAL	58046715	282946	10/2011	704.46
260-5519-455.32-55	04/20/2011			PUBLICATIONS/AUDIOVISUAL	58046715	282946	10/2011	148.89
260-5519-455.33-33	04/20/2011			PUBLICATIONS/AUDIOVISUAL	58046715	282946	10/2011	2,651.91
260-5519-455.33-34	04/20/2011			PUBLICATIONS/AUDIOVISUAL	58046715	282946	10/2011	94.55
260-5519-455.79-30	04/20/2011			PUBLICATIONS/AUDIOVISUAL	58046715	282946	10/2011	217.96
260-5519-455.33-33	04/20/2011			PUBLICATIONS/AUDIOVISUAL	58046716	282946	10/2011	49.47
260-5519-455.33-34	04/20/2011			PUBLICATIONS/AUDIOVISUAL	58046716	282946	10/2011	16.50

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260-5519-455.32-26	04/21/2011	PUBLICATIONS/AUDIOVISUAL	58097986	282946	10/2011	23.73	
260-5519-455.32-23	04/21/2011	PUBLICATIONS/AUDIOVISUAL	58097987	282946	10/2011	18.14	
260-5519-455.32-26	04/21/2011	PUBLICATIONS/AUDIOVISUAL	58097987	282946	10/2011	101.08	
260-5519-455.32-26	04/21/2011	PUBLICATIONS/AUDIOVISUAL	58097988	282946	10/2011	45.39	
260-5519-455.32-26	04/21/2011	PUBLICATIONS/AUDIOVISUAL	58097989	282946	10/2011	9.00	
260-5515-455.22-80	04/21/2011	PUBLICATIONS/AUDIOVISUAL	58097990	282946	10/2011	49.67	
260-5511-455.79-30	04/21/2011	PUBLICATIONS/AUDIOVISUAL	58245064	282946	10/2011	719.10	
04/22/2011	743841	JOHNSON CONTROLS	1913			6,022.00	
561-7112-711.24-50	04/18/2011	INVOICE #1-2674581455	1-2674581455	F12654	10/2011	6,022.00	
04/22/2011	743860	MAILING TECHNICAL SERVICES	12577			7,000.55	
150-2111-421.31-10	04/18/2011	INVOICE 1668011 DATED 4/9	1668011	F12652	10/2011	166.76	
521-1521-493.31-10	04/19/2011	MISC SERVICES	MAR2011	283405	10/2011	189.50	
605-1515-483.31-10	04/19/2011	MISC SERVICES	MAR2011	283405	10/2011	5,002.48	
260-5511-455.31-10	04/20/2011	INVOICE 1666257	LIBRARY MARCH	F12676	10/2011	179.15	
260-5511-455.31-10	04/20/2011	INVOICE 1331	LIBRARY MARCH	F12676	10/2011	179.60	
260-5511-455.31-10	04/20/2011	INVOICE 1666645	LIBRARY MARCH	F12676	10/2011	239.96	
260-5511-455.31-10	04/20/2011	INVOICE 1667023	LIBRARY MARCH	F12676	10/2011	304.95	
260-5511-455.31-10	04/20/2011	INVOICE 1667397	LIBRARY MARCH	F12676	10/2011	249.02	
260-5511-455.31-10	04/20/2011	INVOICE 1667777	LIBRARY MARCH	F12676	10/2011	258.26	
260-5511-455.31-10	04/20/2011	INVOICE 1462	LIBRARY MARCH	F12676	10/2011	153.20	
150-2111-421.31-10	04/21/2011	INVOICE 1668402 DATED 4/2	1668402	F12680	10/2011	77.67	
04/22/2011	743872	MONTANA DEPARTMENT OF	17643			22,877.60	
541-3123-435.76-35	04/13/2011	LANDFILL LICENSE 113B	SWP113B-11	282627	10/2011	22,877.60	
04/22/2011	743879	MONTANA STATE FIREMAN'S ASSOC	20195			2,765.35	
900-0000-209.99-24	04/22/2011	PAYROLL SUMMARY	20110422		10/2011	2,765.35	
04/22/2011	743881	MORRISON MAIERLE INC	2572			173,201.22	
405-7125-711.96-93	04/19/2011	MISC SERVICES	110340/110341	282106	10/2011	84,602.96	
405-7125-711.96-93	04/19/2011	MISC SERVICES	110340/110341	282106	10/2011	79,091.06	
405-7125-711.96-94	04/19/2011	MISC SERVICES	110340/110341	282106	10/2011	4,452.79	
405-7125-711.96-94	04/19/2011	MISC SERVICES	110340/110341	282106	10/2011	4,162.69	
421-8493-623.93-40	04/20/2011	WO0814 WWTP STRMWTR MOD	9/110392	273122	10/2011	891.72	

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ACCOUNT #	TRN DATE							TRN AMOUNT
04/22/2011	743884	MPPA	20198					2,542.31
900-0000-209.99-23	04/22/2011			PAYROLL SUMMARY	20110422		10/2011	2,542.31
04/22/2011	743890	NORTHWESTERN ENERGY	15771					21,108.01
512-8500-625.34-10	04/19/2011			MISC SERVICES	17568932 APR11	283320	10/2011	119.81
502-7400-603.34-10	04/19/2011			STANFORD DR	42711	283369	10/2011	28.16
561-7113-711.34-10	04/18/2011			0100483-7	041811	F12647	10/2011	2,286.48
561-7113-711.34-10	04/18/2011			0100484-5	041811	F12647	10/2011	2,415.90
561-7113-711.34-10	04/18/2011			1647695-4	041811	F12647	10/2011	29.95
561-7117-711.34-10	04/18/2011			1669567-8	041811	F12647	10/2011	602.35
561-7117-711.34-10	04/18/2011			1264299-7	041811	F12647	10/2011	590.41
561-7117-711.34-10	04/18/2011			1341288-7	041811	F12647	10/2011	218.56
561-7117-711.34-10	04/18/2011			1341289-5	041811	F12647	10/2011	39.71
561-7117-711.34-10	04/18/2011			1341291-1	041811	F12647	10/2011	262.11
561-7117-711.34-10	04/18/2011			1341295-2	041811	F12647	10/2011	357.20
10-5127-451.34-10	04/21/2011			NW PARK/REC/PL	07123870		10/2011	41.11
10-5122-451.34-10	04/21/2011			NW PARK/REC/PL	07125362		10/2011	191.21
10-5122-451.34-10	04/21/2011			NW PARK/REC/PL	07208184		10/2011	33.44
10-5126-451.34-10	04/21/2011			NW PARK/REC/PL	07208218		10/2011	74.57
607-2235-486.34-10	04/21/2011			NW FIRE	07215809		10/2011	237.55
10-5112-452.34-10	04/21/2011			NW PARK/REC/PL	07222375		10/2011	10.42
10-5112-452.34-10	04/21/2011			NW PARK/REC/PL	07222474		10/2011	7.10
10-5112-452.34-10	04/21/2011			NW PARK/REC/PL	07222557		10/2011	88.68
502-7400-603.34-10	04/21/2011			NW PUD-WATER TREAT	07222649		10/2011	1,749.41
10-5112-452.34-10	04/21/2011			NW PARK/REC/PL	07222664		10/2011	8.69
10-5112-452.34-10	04/21/2011			NW PARK/REC/PL	07222698		10/2011	7.10
10-5112-452.34-10	04/21/2011			NW PARK/REC/PL	07222870		10/2011	18.95
10-5112-452.34-10	04/21/2011			NW PARK/REC/PL	07222920		10/2011	11.37
10-5112-452.34-10	04/21/2011			NW PARK/REC/PL	07222938		10/2011	18.89
10-5112-452.34-10	04/21/2011			NW PARK/REC/PL	07229057		10/2011	7.10
10-5112-452.34-10	04/21/2011			NW PARK/REC/PL	07229339		10/2011	7.10
10-5112-452.34-10	04/21/2011			NW PARK/REC/PL	07230352		10/2011	98.22
10-5112-452.34-10	04/21/2011			NW PARK/REC/PL	07230360		10/2011	8.91
10-5112-452.34-10	04/21/2011			NW PARK/REC/PL	07230378		10/2011	169.97
502-7400-603.34-10	04/21/2011			NW PUD-WATER TREAT	07230402		10/2011	1,904.28
10-5112-452.34-10	04/21/2011			NW PARK/REC/PL	07230428		10/2011	141.68
10-5112-452.34-10	04/21/2011			NW PARK/REC/PL	07230543		10/2011	17.71
10-5112-452.34-10	04/21/2011			NW PARK/REC/PL	07230550		10/2011	7.10
10-5112-452.34-10	04/21/2011			NW PARK/REC/PL	07230568		10/2011	7.10
10-5112-452.34-10	04/21/2011			NW PARK/REC/PL	07230576		10/2011	7.10
10-5112-452.34-10	04/21/2011			NW PARK/REC/PL	07230584		10/2011	13.61
502-7400-603.34-10	04/21/2011			NW PUD-WATER TREAT	07230592		10/2011	56.57
10-5112-452.34-10	04/21/2011			NW PARK/REC/PL	07231624		10/2011	7.10
10-5112-452.34-10	04/21/2011			NW PARK/REC/PL	07236441		10/2011	7.10
10-5112-452.34-10	04/21/2011			NW PARK/REC/PL	07236458		10/2011	7.64
10-5112-452.34-10	04/21/2011			NW PARK/REC/PL	07894371		10/2011	9.23
211-3132-433.34-10	04/21/2011			NW PUBLIC WORKS	08554040		10/2011	8.90
150-2221-422.34-10	04/21/2011			NW FIRE	08715468		10/2011	623.14
10-5112-452.34-10	04/21/2011			NW PARK/REC/PL	09254962		10/2011	247.38

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
650-1566-487.34-10	04/21/2011		09758087		10/2011	361.47
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561-7117-711.34-10	04/21/2011	NW PUD	11389269		10/2011	108.65
650-1566-487.34-10	04/21/2011	ACCOUNTS PAYABLE	11608023		10/2011	775.35
650-1566-487.34-10	04/21/2011	ACCOUNTS PAYABLE	11608049		10/2011	3,268.49
650-1566-487.34-10	04/21/2011	NW	12693917		10/2011	3,490.71
211-3132-433.34-10	04/21/2011	STREETS/TRAFFIC	17403577		10/2011	.28
211-3132-433.34-10	04/21/2011	STREETS/TRAFFIC	17488966		10/2011	.47
10-5112-452.34-10	04/21/2011	PARKS	18366666		10/2011	36.84
502-7400-603.34-10	04/21/2011	STANFORD DR	42711	283456	10/2011	28.16-
502-7400-603.34-10	04/21/2011	STANFORD DR	42711	283457	10/2011	9.72
04/22/2011	743900	NORTHWESTERN ENERGY	15784			142,879.24
211-3132-433.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE SIGNALS		10/2011	11,862.78
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712544-6		10/2011	470.55
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712545-3		10/2011	473.93
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712546-1		10/2011	1,408.88
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0721276-4		10/2011	3,868.91
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0721277-2		10/2011	1,903.46
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712553-7		10/2011	1,140.21
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712554-5		10/2011	89.57
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712556-0		10/2011	432.61
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712557-8		10/2011	13,343.05
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712558-6		10/2011	1,509.02
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712559-4		10/2011	2,463.68
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712560-2		10/2011	1,620.50
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712561-0		10/2011	4,064.12
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810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712563-6		10/2011	874.56
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712564-4		10/2011	205.80
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712565-1		10/2011	540.15
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712566-9		10/2011	2,984.65
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712567-7		10/2011	216.06
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712568-5		10/2011	142.58
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712570-1		10/2011	2,315.01
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712571-9		10/2011	176.12
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712572-7		10/2011	308.65
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712573-5		10/2011	900.27
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712574-3		10/2011	360.12
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810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712577-6		10/2011	462.24
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712578-4		10/2011	308.65
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810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712580-0		10/2011	797.39
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712581-8		10/2011	217.39
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712582-6		10/2011	501.67
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712583-4		10/2011	484.28
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712584-2		10/2011	428.27
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712585-9		10/2011	348.22

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810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712586-7		10/2011	694.51
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810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712588-3		10/2011	537.49
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712589-1		10/2011	25.59
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712590-9		10/2011	440.25
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712591-7		10/2011	334.39
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712592-5		10/2011	434.22
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712593-3		10/2011	1,401.44
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712594-1		10/2011	704.40
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712595-8		10/2011	591.62
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712596-6		10/2011	4,027.42
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712597-4		10/2011	506.29
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712598-2		10/2011	1,144.65
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712599-0		10/2011	462.99
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810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712601-4		10/2011	745.95
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712602-2		10/2011	932.57
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712603-0		10/2011	668.78
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712604-8		10/2011	990.55
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712605-5		10/2011	56.64
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712606-3		10/2011	617.07
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712607-1		10/2011	352.19
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712608-9		10/2011	823.12
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712609-7		10/2011	220.13
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712610-5		10/2011	528.30
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712611-3		10/2011	501.68
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712612-1		10/2011	1,100.62
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712613-9		10/2011	924.52
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712614-7		10/2011	308.18
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712615-4		10/2011	40.46
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712616-2		10/2011	242.15
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810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712620-4		10/2011	550.31
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712621-2		10/2011	1,100.64
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810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712624-6		10/2011	577.22
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712625-3		10/2011	220.13
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712626-1		10/2011	264.13
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810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712630-3		10/2011	286.16
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712631-1		10/2011	704.40
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810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712635-2		10/2011	63.92

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810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712638-6		10/2011	462.24
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712639-4		10/2011	734.90
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712640-2		10/2011	17.05
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712641-0		10/2011	356.25
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712642-8		10/2011	32.37
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712643-6		10/2011	308.18
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712644-4		10/2011	352.19
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712645-1		10/2011	251.46
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712646-9		10/2011	506.29
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712647-7		10/2011	76.71
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712648-5		10/2011	42.63
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712649-3		10/2011	42.63
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712650-1		10/2011	25.57
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712651-9		10/2011	441.77
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712652-7		10/2011	132.07
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712653-5		10/2011	354.93
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712654-3		10/2011	248.93
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712655-0		10/2011	8.09
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712656-8		10/2011	67.39
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712657-6		10/2011	102.30
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712658-4		10/2011	1,701.32
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712659-2		10/2011	376.57
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712660-0		10/2011	274.25
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712661-8		10/2011	554.83
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712662-6		10/2011	745.95
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712663-4		10/2011	385.82
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712664-2		10/2011	900.28
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712665-9		10/2011	540.15
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712666-7		10/2011	2,340.73
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712667-5		10/2011	745.23
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712668-3		10/2011	439.36
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712669-1		10/2011	469.18
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712670-9		10/2011	149.28
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712671-7		10/2011	374.22
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712672-5		10/2011	13.84
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712673-3		10/2011	88.05
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712674-1		10/2011	358.29
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712675-8		10/2011	577.71
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712676-6		10/2011	77.17
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712677-4		10/2011	102.89
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712678-2		10/2011	80.32
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712679-0		10/2011	308.65
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712680-8		10/2011	1,080.28
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712681-6		10/2011	2,289.30
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0718734-7		10/2011	2,546.51
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 1301786-8		10/2011	14.46
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0719001-0		10/2011	181.54
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0718801-4		10/2011	3,656.81

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0719162-0		10/2011	514.45
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0719644-7		10/2011	1,802.45
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0719763-5		10/2011	134.78
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0720813-5		10/2011	137.52
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0720360-7		10/2011	786.03
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0720606-3		10/2011	2,429.04
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 1301786-8		10/2011	13.35
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0720810-1		10/2011	1,225.17
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0720705-3		10/2011	462.99
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0720937-2		10/2011	2,921.29
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0720716-0		10/2011	872.08
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0721427-3		10/2011	147.04
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0721556-9		10/2011	325.37
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0721684-9		10/2011	46.48
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0833098-7		10/2011	69.67
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0906944-4		10/2011	392.07
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0995095-7		10/2011	930.30
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0905005-5		10/2011	2,612.72
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0926386-4		10/2011	187.52
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0907926-0		10/2011	59.71
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0961926-3		10/2011	425.96
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 1058710-3		10/2011	767.25
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 1087619-1		10/2011	209.01
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 1124127-0		10/2011	57.19
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 1045653-1		10/2011	646.92
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 1079722-3		10/2011	332.60
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 1172743-5		10/2011	338.76
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 1206985-2		10/2011	315.34
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 1296582-8		10/2011	220.91
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 1246537-3		10/2011	118.63
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 1303978-9		10/2011	1,659.35
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 1685375-6		10/2011	314.07
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 1433921-2		10/2011	123.43
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 1481532-8		10/2011	565.90
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 1481534-4		10/2011	220.13
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 1481535-1		10/2011	440.25
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 1481536-9		10/2011	102.89
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 1481537-7		10/2011	1,183.70
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 1481539-3		10/2011	198.11
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 1481540-1		10/2011	176.12
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 1662840-6		10/2011	374.53
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 1687005-7		10/2011	1,657.82
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 1607534-3		10/2011	218.69
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 1695873-8		10/2011	1,000.27
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 1740353-6		10/2011	267.41
810-3183-431.34-10	04/29/2011	LIGHT MAINT TRANSFER	NWE 0712569-3		10/2011	49.36
04/22/2011	743901	NORTHWESTERN ENERGY-BILLING DV	17205			4,285.00
840-3184-431.93-10	04/20/2011	WO0515 HOWARD HEIGHTS	90154810	283339	10/2011	4,285.00
04/22/2011	743906	OSTERMILLER CONST	2839			33,518.80
463-0000-201.10-00	04/20/2011	SID 1389 CLUBHOUSE WAY	RET RELEASE	273324	10/2011	21,779.87

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
463-3161-431.93-10	04/20/2011	SID 1389 CLUBHOUSE WAY	4	273324	10/2011	11,738.93	
04/22/2011	743914	QWEST COMMUNICATIONS	6319			8,995.89	
225-2232-422.34-50	04/14/2011	QWEST APRIL 2011 3RD PAY	252-1190		10/2011	8,407.10	
521-1592-493.34-50	04/14/2011	QWEST APRIL 2011 3RD PAY	252-2041		10/2011	43.16	
601-1550-481.34-50	04/14/2011	QWEST APRIL 2011 3RD PAY	256-5047		10/2011	44.66	
561-7110-711.34-50	04/14/2011	QWEST APRIL 2011 3RD PAY	256-7070		10/2011	44.16	
225-2232-422.34-50	04/14/2011	QWEST APRIL 2011 3RD PAY	651-0282		10/2011	43.16	
10-5140-436.34-50	04/14/2011	QWEST APRIL 2011 3RD PAY	652-0269		10/2011	43.16	
10-5112-452.34-50	04/14/2011	QWEST APRIL 2011 3RD PAY	652-5507		10/2011	44.16	
10-5121-451.34-50	04/14/2011	QWEST APRIL 2011 3RD PAY	652-8403		10/2011	33.13	
150-2111-421.34-50	04/14/2011	QWEST APRIL 2011 3RD PAY	656-1046		10/2011	43.16	
150-2111-421.34-50	04/14/2011	QWEST APRIL 2011 3RD PAY	656-3671		10/2011	192.96	
240-4301-419.72-14	04/14/2011	QWEST APRIL 2011 3RD PAY	656-9578		10/2011	28.54	
240-4301-419.72-14	04/14/2011	QWEST APRIL 2011 3RD PAY	656-9604		10/2011	28.54	
04/22/2011	743915	QWEST COMMUNICATIONS	18343			3,200.00	
840-3184-431.93-10	04/20/2011	WO0515 HOWARD HEIGHTS	A91962	283351	10/2011	3,200.00	
04/22/2011	743922	RIMROCK FOUNDATION	3210			18,138.00	
737-1265-412.23-10	04/15/2011	JAG GRANT-FINAL-MARCH2011	2011-10	283259	10/2011	57.00	
737-1265-412.37-30	04/15/2011	JAG GRANT-FINAL-MARCH2011	2011-10	283259	10/2011	1,221.64	
245-1256-412.35-75	04/15/2011	MHC-COUNSELOR/PA MAR 2011	2011-10	283260	10/2011	813.56	
245-1256-412.39-90	04/15/2011	MHC-COUNSELOR/PA MAR 2011	2011-10	283260	10/2011	1,986.42	
738-1264-412.35-60	04/15/2011	SAMHSA-MARCH 2011	2011-10	283261	10/2011	3,668.77	
738-1264-412.35-90	04/15/2011	SAMHSA-MARCH 2011	2011-10	283261	10/2011	3,778.36	
738-1264-412.37-30	04/15/2011	SAMHSA-MARCH 2011	2011-10	283261	10/2011	43.12	
738-1264-412.39-90	04/15/2011	SAMHSA-MARCH 2011	2011-10	283261	10/2011	2,707.15	
246-1250-412.35-90	04/15/2011	BAMDC-IOP MARCH 2011	2011-10	283262	10/2011	3,861.98	
04/22/2011	743923	S BAR S SUPPLY CO	3299			4,426.29	
601-1550-481.92-50	04/21/2011	MP	574198-000	283461	10/2011	4,426.29	
04/22/2011	743925	SANDERSON STEWART	20446			53,323.07	
503-7591-609.93-40	04/20/2011	WO1101 2011 WTR REPLC PRJ	6/INV 32301	279237	10/2011	49,845.32	
503-7591-609.93-40	04/20/2011	WO1101 2011 WTR REPLC PRJ	PROJECT# 10076	283386	10/2011	3,477.75	
04/22/2011	743931	SKYLINE SERVICES INC	10740			4,335.00	
650-1567-487.36-90	04/18/2011	MISC SERVICES	29847	283363	10/2011	50.00	
521-1591-493.36-50	04/20/2011	P1 WINDOW CLEANING	29944	283420	10/2011	1,150.00	
521-1592-493.36-50	04/20/2011	P2 WINDOW CLEANING	29945	283420	10/2011	1,575.00	
521-1593-493.36-50	04/20/2011	P3 WINDOW CLEANING	29946	283420	10/2011	585.00	
521-1594-493.36-50	04/20/2011	P4 WINDOW CLEANING	29947	283420	10/2011	975.00	
04/22/2011	743933	STAR SERVICE INC	3553			44,222.31	
503-7491-603.93-90	04/20/2011	WO1011 WTP H2-1 REPLC	4	276190	10/2011	44,222.31	
04/22/2011	743935	STOCKMAN BANK	15350			5,409.60	
723-6595-465.62-00	04/21/2011	MISC SERVICES	4040156102	283449	10/2011	5,409.60	
04/22/2011	743940	T W ENTERPRISES INC	12673			9,426.33	
561-7112-711.24-50	04/18/2011	MISC SERVICES	14698	283267	10/2011	9,426.33	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
04/22/2011	743943	TITAN MACHINERY INC	20569			5,159.87	
211-3130-433.23-20	04/15/2011	MP	1C07558	283285	10/2011	500.84	
211-3132-433.23-20	04/20/2011	MP	1C07625	283434	10/2011	105.44	
211-3132-433.23-20	04/20/2011	MP	1C07634	283434	10/2011	522.96	
211-3132-433.23-20	04/20/2011	MP	1C07634	283434	10/2011	10.15	
211-3132-433.23-20	04/21/2011	MP	IR01091	283441	10/2011	4,020.48	
04/22/2011	743946	TOWN & COUNTRY SUPPLY ASSOCIAT	18295			91,147.62	
601-0000-141.00-00	04/18/2011	MP	76115		10/2011	13,407.20	
601-0000-141.00-00	04/18/2011	MP	75016		10/2011	23,678.90	
601-0000-141.00-00	04/18/2011	MP	77554		10/2011	16,828.50	
601-0000-141.71-41	04/19/2011	MP	77558		10/2011	23,575.30	
561-7118-711.23-13	04/18/2011	INVOICE #77555	77555	F12648	10/2011	12,213.27	
150-2226-422.23-10	04/20/2011	FIRE1:UNLEADED & DIESEL	81703 FIRE1	276337	10/2011	1,444.45	
04/22/2011	743948	TRACTOR & EQUIPMENT	3775			4,385.02	
541-3123-435.23-20	04/18/2011	MP	BLW00122396	283354	10/2011	3,941.03	
541-3122-435.23-20	04/18/2011	MP	BLW00122397	283354	10/2011	237.78	
541-3122-435.23-20	04/19/2011	MP	BLW00122489	283399	10/2011	206.21	
04/22/2011	743950	UGRIN, ALEXANDER, ZADICK, & HIG	20866			2,745.11	
10-1611-416.35-60	04/21/2011	CONSULTANT SRVCS.	16048	283393	10/2011	2,745.11	
04/22/2011	743954	US BANK-REVOLVING LOAN FUND	16715			5,409.60	
723-6595-465.62-00	04/21/2011	MISC SERVICES	537240497587	283451	10/2011	5,409.60	
04/22/2011	743956	VERIZON WIRELESS	14490			5,980.90	
150-2170-441.34-50	04/18/2011	VERIZON WSCA APRIL 2011	AN SHELTER MDT		10/2011	215.05	
717-2166-421.34-50	04/18/2011	VERIZON WSCA APRIL 2011	CCSIU CELL/PTT		10/2011	477.38	
717-2166-421.34-50	04/18/2011	VERIZON WSCA APRIL 2011	CCSIU AIR CARD		10/2011	43.01	
717-2166-421.34-50	04/18/2011	VERIZON WSCA APRIL 2011	CCSIU RAVEN		10/2011	86.02	
150-2221-422.34-50	04/18/2011	VERIZON WSCA APRIL 2011	FIRE MIFI		10/2011	43.01	
150-2221-422.34-50	04/18/2011	VERIZON WSCA APRIL 2011	FIRE MDT		10/2011	729.80	
620-1911-482.34-50	04/18/2011	VERIZON WSCA APRIL 2011	ITD AIR CARD		10/2011	86.02	
260-5517-455.34-50	04/18/2011	VERIZON WSCA APRIL 2011	LIBRARYOUTREACH		10/2011	129.03	
150-2111-421.34-50	04/18/2011	VERIZON WSCA APRIL 2011	MDT TOUGHBOOK		10/2011	3,539.36	
150-2111-421.34-50	04/18/2011	VERIZON WSCA APRIL 2011	POLICE AIR CARD		10/2011	6.93	
150-2111-421.34-50	04/18/2011	VERIZON WSCA APRIL 2011	POLICE ICAC		10/2011	43.11	
150-2111-421.34-50	04/18/2011	VERIZON WSCA APRIL 2011	POLICE USM MDT		10/2011	165.94	
10-5112-452.34-50	04/18/2011	VERIZON WSCA APRIL 2011	PARKS PMD AIR		10/2011	43.01	
209-4451-428.34-50	04/18/2011	VERIZON WSCA APRIL 2011	BUILDING AIR		10/2011	344.08	
502-7500-609.34-50	04/18/2011	VERIZON WSCA APRIL 2011	PUD AIR CARD60%		10/2011	25.80	
512-8500-625.34-50	04/18/2011	VERIZON WSCA APRIL 2011	PUD AIR CARD40%		10/2011	17.21	
04/22/2011	743964	WELLS FARGO BANK-LOAN PAYMENT	16716			5,409.60	
723-6595-465.62-00	04/21/2011	MISC SERVICES	1609108243	283452	10/2011	5,409.60	
04/22/2011	743967	WESTERN SECURITY BANK	16462			5,409.60	
723-6595-465.62-00	04/21/2011	MISC SERVICES	2157001592	283454	10/2011	5,409.60	

PREPARED 04/22/2011, 13:18:12  
 PROGRAM: GM350L  
 CITY OF BILLINGS

A/P CHECKS BY PERIOD AND YEAR  
 MINIMUM AMOUNT: 2,500.00  
 FROM 04/22/2011 TO 04/22/2011

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BANK CODE 00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
04/22/2011	743972	YELLOWSTONE VALLEY ELEC	4174			3,822.01	
512-8400-623.34-10	04/19/2011	MISC SERVICES	4179008 APR11	283346	10/2011	1,194.60	
512-8500-625.34-10	04/19/2011	MISC SERVICES	4179008 APR11	283346	10/2011	163.36	
810-3183-431.34-10	04/19/2011	SILMD 299 VINTAGE ESTATES	ACCT# 4179014	283352	10/2011	364.67	
150-2221-422.34-10	04/20/2011	FIRE7/PD3:ELEC MAR11 7411	4179013 FR7/MAR	276368	10/2011	758.52	
607-2235-486.34-10	04/20/2011	LANDFILL TWR:ELEC/MAR11	4179002 LNDFILL	276421	10/2011	202.95	
541-3123-435.34-10	04/20/2011	ELEC LF	4179000	282633	10/2011	1,137.91	
DATE RANGE TOTAL *						1,064,304.75 *	

**Regular City Council Meeting**

**Date: 05/23/2011**

**TITLE:** Payment of Claims, April 29, 2011.

**PRESENTED BY:** Pat M. Weber, Financial Services Manager

**Department:** City Hall Administration

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**Information**

**PROBLEM/ISSUE STATEMENT**

Claims in the amount of \$1,315,267.07 have been audited and are presented for your approval for payment. A complete listing of the claims dated April 29, 2011, is available in the Finance Department.

**ALTERNATIVES ANALYZED**

The Council may:

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

**FINANCIAL IMPACT**

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

**RECOMMENDATION**

Staff recommends that Council approve Payment of Claims.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

List of claims greater than \$2500.

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CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
04/29/2011	743974	A-1 LANDSCAPING & NURSERY	2				4,195.00
521-1524-493.39-90	04/27/2011	SNOW REMOVAL MARCH 2011	3630	283651	10/2011		1,070.00
521-1591-493.39-90	04/27/2011	SNOW REMOVAL MARCH 2011	3630	283651	10/2011		460.00
521-1592-493.39-90	04/27/2011	SNOW REMOVAL MARCH 2011	3630	283651	10/2011		640.00
521-1593-493.39-90	04/27/2011	SNOW REMOVAL MARCH 2011	3630	283651	10/2011		460.00
521-1594-493.39-90	04/27/2011	SNOW REMOVAL MARCH 2011	3630	283651	10/2011		460.00
521-1524-493.39-90	04/27/2011	SNOW REMOVAL APRIL 2011	3650	283651	10/2011		535.00
521-1591-493.39-90	04/27/2011	SNOW REMOVAL APRIL 2011	3650	283651	10/2011		120.00
521-1592-493.39-90	04/27/2011	SNOW REMOVAL APRIL 2011	3650	283651	10/2011		210.00
521-1593-493.39-90	04/27/2011	SNOW REMOVAL APRIL 2011	3650	283651	10/2011		120.00
521-1594-493.39-90	04/27/2011	SNOW REMOVAL APRIL 2011	3650	283651	10/2011		120.00
04/29/2011	743976	ACE ELECTRIC INC	40				29,380.44
845-3186-431.93-10	04/27/2011	WO0914 WICKS & ST ANDREWS	2	278464	10/2011		29,380.44
04/29/2011	744003	BRENNTAG PACIFIC INC	17236				15,822.26
512-8400-623.22-20	04/25/2011	MISC SERVICES	BPI088208	283550	10/2011		1,787.00
211-3132-433.47-21	04/27/2011	ROAD/HIGHWAY MATERIAL	BPI087163	283625	10/2011		4,600.10
211-3132-433.47-21	04/27/2011	ROAD/HIGHWAY MATERIAL	BPI087164	283625	10/2011		4,677.98
211-3132-433.47-21	04/27/2011	ROAD/HIGHWAY MATERIAL	BPI087165	283625	10/2011		4,757.18
04/29/2011	744008	BUSINESS TAX SECTION	2449				3,949.11
406-7119-711.92-90	04/26/2011	MISC SERVICES	278674-6	278674	10/2011		3,652.34
845-3186-431.93-10	04/27/2011	WO0914 WICKS & ST ANDREWS	2	278465	10/2011		296.77
04/29/2011	744024	DELL COMPUTER L P	13426				14,963.71
411-7151-713.94-80	04/27/2011	MISC SERVICES	XF8XX4631	283070	10/2011		4,109.32
411-7151-713.94-80	04/27/2011	MISC SERVICES	XF9385647	283070	10/2011		4,604.44
150-2150-421.29-25	04/27/2011	MISC SERVICES	XF931XN41	283186	10/2011		6,249.95
04/29/2011	744031	DYKMAN ELECTRICAL INC	21609				9,506.30
512-8400-623.24-50	04/19/2011	MISC SERVICES	0260191-IN	283323	10/2011		9,506.30
04/29/2011	744032	EBMS	20398				65,479.84
627-1752-417.35-12	04/26/2011	ADMIN FEES			10/2011		16,468.50
627-1752-417.35-15	04/26/2011	SPECIFIC PREM			10/2011		34,927.39
627-1752-417.51-61	04/26/2011	CARE LINK FEE			10/2011		7,132.20
627-1752-417.35-11	04/26/2011	FLEX ADMIN FEE			10/2011		2,090.00
627-1752-417.35-15	04/26/2011	PRO FEE			10/2011		3,398.50
627-1752-417.35-13	04/26/2011	SCRIPTS			10/2011		1,463.25
04/29/2011	744047	GRAINGER PARTS	16331				4,413.73
512-8400-623.22-40	04/19/2011	MISC SERVICES	9493861448	283337	10/2011		531.00
512-8400-623.23-60	04/19/2011	MISC SERVICES	9496075731	283337	10/2011		6.88
512-8400-623.23-60	04/19/2011	MISC SERVICES	9497351636	283337	10/2011		36.80
512-8400-623.24-50	04/19/2011	MISC SERVICES	9499699347	283337	10/2011		1,164.70
512-8400-623.24-50	04/19/2011	MISC SERVICES	9505156555	283337	10/2011		257.18
150-2226-422.24-50	04/25/2011	FIRE7:HVAC FILTERS& LAMPS	95100008502 FR7	276357	10/2011		51.66
502-7314-602.24-50	04/25/2011	MISC SERVICES	9506283085	283540	10/2011		17.31

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512-8400-623.23-60	04/25/2011	MISC SERVICES	9507363605	283540	10/2011	7.02	
512-8400-623.23-60	04/25/2011	MISC SERVICES	9507363613	283540	10/2011	7.02	
512-8400-623.23-60	04/25/2011	MISC SERVICES	9511104482	283540	10/2011	37.36	
601-1550-481.94-40	04/25/2011	MP	9512778318	283566	10/2011	2,296.80	
04/29/2011	744052	HDR INC	1544			41,704.23	
416-7493-603.92-20	04/27/2011	W00426 ZONE 4&5	50/283620-H	247294	10/2011	14,119.13	
421-8493-623.93-40	04/27/2011	W00822 WWTP DISINFEC SYS	26/283623-H	263835	10/2011	18,069.56	
845-3186-431.93-10	04/27/2011	W00915 GRAND/ZIMRM/SHILOH	13/283795-H	270652	10/2011	9,515.54	
04/29/2011	744061	INTEGRATED SOLUTIONS ENGINEERI	13814			9,525.31	
502-7211-601.35-40	04/25/2011	MISC SERVICES	707	283544	10/2011	9,525.31	
04/29/2011	744065	JACKSON CONTRACTOR GROUP INC	21359			361,581.85	
406-7119-711.92-90	04/26/2011	MISC SERVICES	278672-6	278672	10/2011	361,581.85	
04/29/2011	744066	JBT AERO TECH, JETWAY SYSTEMS	20116			3,500.62	
561-7112-711.36-60	04/25/2011	INVOICE #2280268	2280268	F12687	10/2011	3,500.62	
04/29/2011	744069	JTL GROUP INC DBA KNIFE RIVER	2417			9,513.24	
416-7493-603.92-20	04/25/2011	MISC SERVICES	239197	283543	10/2011	6,473.45	
211-3132-433.45-20	04/27/2011	ROAD/HIGHWAY MATERIAL	238391	283619	10/2011	176.99	
211-3132-433.45-20	04/27/2011	ROAD/HIGHWAY MATERIAL	238415	283619	10/2011	173.54	
211-3132-433.45-20	04/27/2011	ROAD/HIGHWAY MATERIAL	238634	283619	10/2011	196.23	
211-3132-433.45-20	04/27/2011	ROAD/HIGHWAY MATERIAL	238839	283619	10/2011	56.18	
211-3132-433.45-20	04/27/2011	ROAD/HIGHWAY MATERIAL	238891	283619	10/2011	114.49	
211-3132-433.45-20	04/27/2011	ROAD/HIGHWAY MATERIAL	238892	283619	10/2011	34.34	
211-3132-433.45-20	04/27/2011	ROAD/HIGHWAY MATERIAL	239198	283619	10/2011	180.27	
211-3132-433.45-20	04/27/2011	ROAD/HIGHWAY MATERIAL	239252	283619	10/2011	130.33	
211-3132-433.47-10	04/27/2011	ROAD AND HIGHWAY MATERIAL	239262	283619	10/2011	560.21	
211-3132-433.45-20	04/27/2011	ROAD/HIGHWAY MATERIAL	239349	283619	10/2011	390.43	
211-3132-433.47-10	04/27/2011	ROAD AND HIGHWAY MATERIAL	239368	283619	10/2011	597.84	
211-3132-433.45-20	04/27/2011	ROAD/HIGHWAY MATERIAL	239393	283619	10/2011	223.44	
211-3132-433.45-20	04/27/2011	ROAD/HIGHWAY MATERIAL	2399401	283619	10/2011	205.50	
04/29/2011	744077	LAND DESIGN INC	15918			4,225.00	
845-3186-431.35-90	04/27/2011	27TH TO RIMROCKOCK ISLAND	1/2011-22	283607	10/2011	4,225.00	
04/29/2011	744082	MES-NW	19056			9,175.00	
502-7400-603.22-20	04/19/2011	MISC SERVICES	00225066	283332	10/2011	985.00	
502-7400-603.22-20	04/19/2011	MISC SERVICES	00225066 SNV1	283333	10/2011	8,190.00	
04/29/2011	744088	MONTANA DAKOTA UTILITIES CO	2492			36,293.70	
561-7117-711.34-40	04/25/2011	073858 25	042511	F12684	10/2011	271.75	
561-7117-711.34-40	04/25/2011	073869 28	042511	F12684	10/2011	82.25	
502-7400-603.34-40	04/27/2011	STANFORD DR	42611	283642	10/2011	14.95	
502-7400-603.34-40	04/28/2011	PUD	07162021		10/2011	56.32	
502-7400-603.34-40	04/28/2011	PUD	07342023		10/2011	22.05	
502-7400-603.34-40	04/28/2011	PUD	07365822	50%	10/2011	30.17	
502-7400-603.34-40	04/28/2011	PUD	07365822	50%	10/2011	30.17	

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561-7113-711.34-40	04/28/2011	AIRPORT	07385922		10/2011	1,132.46
561-7112-711.34-40	04/28/2011	AIRPORT	07387221		10/2011	6,869.95
561-7117-711.34-40	04/28/2011	AIRPORT	07388722		10/2011	932.69
561-7117-711.34-40	04/28/2011	AIRPORT	07388824		10/2011	10.40
512-8400-623.34-40	04/28/2011	PUD	07555321	25%	10/2011	2,773.96
512-8400-623.34-40	04/28/2011	PUD	07555321	50%	10/2011	5,547.94
512-8400-623.34-40	04/28/2011	PUD	07555321	25%	10/2011	2,773.96
10-5127-451.34-40	04/28/2011	REC	07586821		10/2011	251.89
650-1567-487.34-40	04/28/2011	FACILITIES	07610421		10/2011	2,243.24
260-5512-455.34-40	04/28/2011	LIBRARY	07617521		10/2011	836.67
521-1595-493.34-40	04/28/2011	PARKING 2906 N 3RD AVE	07624629		10/2011	93.62
521-1595-493.34-40	04/28/2011	PARKING 2910 N 3RD AVE	07624725		10/2011	52.01
521-1595-493.34-40	04/28/2011	PARK 1 LEASE	07624823		10/2011	45.88
571-7143-713.34-40	04/28/2011	TRANSIT	07647023		10/2011	1,471.69
150-2221-422.34-40	04/28/2011	FIRE	07676421		10/2011	758.12
150-2221-422.34-40	04/28/2011	FIRE	07935121		10/2011	410.01
541-3123-435.34-40	04/28/2011	SW	08073321		10/2011	810.86
502-7400-603.34-40	04/28/2011	PUD	31753602		10/2011	37.55
150-2171-441.34-40	04/28/2011	ANIMAL SHELTER	32062801		10/2011	833.16
650-1566-487.34-40	04/28/2011	ADMIN BUILDING	32577402		10/2011	1,859.24
650-1566-487.34-40	04/28/2011	EVIDENCE BUILDING	32629302		10/2011	201.17
650-1566-487.34-40	04/28/2011	PDI	32708002		10/2011	460.63
512-8500-625.34-40	04/28/2011	PUD	32739201		10/2011	23.41
650-1566-487.34-40	04/28/2011	GARAGE	32781001		10/2011	2,067.68
512-8500-625.34-40	04/28/2011	PUD LIFT STATION	33154101		10/2011	24.10
521-1592-493.34-40	04/28/2011	PARK II	34941902		10/2011	14.50
512-8500-625.34-40	04/28/2011	PUD	35059801		10/2011	23.40
150-2221-422.34-40	04/28/2011	FIRE STATION #7	35322001		10/2011	356.60
512-8500-625.34-40	04/28/2011	PUD LIFT STATION	36738301		10/2011	25.45
660-3110-431.34-40	04/28/2011	2224 MONTANA AVE	37667401	45%	10/2011	111.22
670-3141-489.34-40	04/28/2011	2224 MONTANA AVE	37667401	55%	10/2011	135.95
561-7113-711.34-40	04/28/2011		31454301		10/2011	533.11
561-7113-711.34-40	04/28/2011		31454401		10/2011	91.81
561-7113-711.34-40	04/28/2011		31454601		10/2011	480.44
561-7113-711.34-40	04/28/2011		31454701		10/2011	784.91
561-7113-711.34-40	04/28/2011		31454801		10/2011	331.28
561-7113-711.34-40	04/28/2011		31454902		10/2011	375.08
04/29/2011	744089	MONTANA DEPARTMENT OF	17643			3,907.50
502-7400-603.38-20	04/25/2011	OP LIC RENEWALS	RENEWALS 11/12	283561	10/2011	490.00
502-7500-609.33-50	04/25/2011	OP LIC RENEWALS	RENEWALS 11/12	283561	10/2011	359.98
502-7700-611.33-50	04/25/2011	OP LIC RENEWALS	RENEWALS 11/12	283561	10/2011	30.05
512-8400-623.33-50	04/25/2011	OP LIC RENEWALS	RENEWALS 11/12	283561	10/2011	629.97
466-3161-431.93-10	04/27/2011	SID 1369 MOORE LANE	5K1100205	283587	10/2011	280.00
503-7591-609.93-40	04/27/2011	WO09-11 RIMRCK 17TH/REHB	551100204	283595	10/2011	1,821.00
513-8591-625.93-40	04/27/2011	WO09-11 RIMRCK 17TH/REHB	551100204	283595	10/2011	296.50
04/29/2011	744096	MORRISON MAIERLE INC	2572			95,784.36
406-7119-711.92-90	04/26/2011	MISC SERVICES	110338/110339	277318	10/2011	44,938.81
503-7591-609.93-40	04/27/2011	WO1001 WTR & SWR REPLACE	18/110433	268044	10/2011	2,869.11

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513-8591-625.93-40	04/27/2011	WO1001 WTR & SWR REPLACE	18/110433	268044	10/2011	1,260.86	
503-7591-609.93-40	04/27/2011	WO1105 CHAPPLE WTR MAIN	4/110408	279882	10/2011	46,715.58	
04/29/2011	744100	NEWMAN TRAFFIC STGNS	2722			2,628.90	
211-3132-433.24-20	04/27/2011	MARKERS, PLAQUES, SIGN, TRAF	TI-0232947	282508	10/2011	2,628.90	
04/29/2011	744105	NORTHWESTERN ENERGY	15771			158,607.13	
502-7400-603.34-10	04/25/2011	MISC SERVICES	01004852 APR11	283546	10/2011	679.85	
512-8400-623.34-10	04/25/2011	MISC SERVICES	01005917 APR11	283546	10/2011	58,623.28	
502-7314-602.34-10	04/25/2011	MISC SERVICES	01006063 APR11	283546	10/2011	2,131.24	
502-7400-603.34-10	04/25/2011	MISC SERVICES	01006063 APR11	283546	10/2011	53,280.95	
502-7400-603.34-10	04/25/2011	MISC SERVICES	01006063 APR11	283546	10/2011	14,208.25	
512-8314-622.34-10	04/25/2011	MISC SERVICES	01006063 APR11	283546	10/2011	1,420.83	
150-2221-422.34-10	04/26/2011	FIRE1-ELEC/26,200 KWH APR	0100476-1 11-04	276426	10/2011	2,399.64	
660-3110-431.34-10	04/27/2011	ELECTRICITY	1741314	283641	10/2011	359.37	
670-3141-489.34-10	04/27/2011	ELECTRICITY	1741314	283641	10/2011	539.05	
521-1594-493.34-10	04/27/2011	P4 ELEC MAR/APR 2011	1569619-8	283652	10/2011	1,777.80	
521-1595-493.34-10	04/27/2011	LEASE ELEC MAR/APR 2011	1853486-7	283652	10/2011	58.70	
521-1595-493.34-10	04/27/2011	LEASE ELEC MAR/APR 2011	1853491-7	283652	10/2011	119.75	
650-1567-487.34-10	04/28/2011	FACILITIES MANAGEMENT	01005073		10/2011	6,835.30	
150-2221-422.34-10	04/28/2011	NW FIRE	07125370		10/2011	706.84	
10-5122-451.34-10	04/28/2011	NW PARK/REC/PL	07126832		10/2011	91.19	
571-7148-713.34-10	04/28/2011	NW AVIATION/TRAN	07127640		10/2011	22.97	
561-7117-711.34-10	04/28/2011	NW AVIATION/TRAN	07127921		10/2011	388.75	
561-7117-711.34-10	04/28/2011	NW AVIATION/TRAN	07127996		10/2011	15.62	
561-7117-711.34-10	04/28/2011	NW AVIATION/TRAN	07128002		10/2011	1,125.71	
561-7113-711.34-10	04/28/2011	NW AVIATION/TRAN	07128093		10/2011	7.10	
561-7117-711.34-10	04/28/2011	NW AVIATION/TRAN	07128176		10/2011	235.14	
561-7113-711.34-10	04/28/2011	NW AVIATION/TRAN	07196165		10/2011	57.19	
521-1595-493.34-10	04/28/2011	NW FINANCE	07208291		10/2011	403.02	
521-1592-493.34-10	04/28/2011	NW FINANCE	07208341		10/2011	4,471.59	
150-2221-422.34-10	04/28/2011	NW FIRE	07208408		10/2011	323.69	
502-7400-603.34-10	04/28/2011	NW PUD-WATER TREAT	07222524		10/2011	154.00	
10-5112-452.34-10	04/28/2011	NW PARK/REC/PL	07222573		10/2011	29.47	
10-5112-452.34-10	04/28/2011	NW PARK/REC/PL	07222607		10/2011	66.59	
502-7400-603.34-10	04/28/2011	NW PUD-WATER TREAT	07230436		10/2011	3,361.20	
10-5112-452.34-10	04/28/2011	NW PARK/REC/PL	07230444		10/2011	17.78	
10-5112-452.34-10	04/28/2011	NW PARK/REC/PL	07230907		10/2011	8.90	
10-5112-452.34-10	04/28/2011	NW PARK/REC/PL	07231707		10/2011	8.90	
260-5512-455.34-10	04/28/2011	NW LIBRARY	07244643		10/2011	90.07	
10-5112-452.34-10	04/28/2011	NW PARK/REC/PL	08317026		10/2011	7.10	
872-5198-452.34-10	04/28/2011	NW PARK/REC/PL	10590933		10/2011	98.85	
521-1595-493.34-10	04/28/2011	NW	13815279		10/2011	133.21	
10-5112-452.34-10	04/28/2011	NW	15220957		10/2011	228.27	
521-1592-493.34-10	04/28/2011	PARK 2 GARAGE	15942824		10/2011	1,799.84	
571-7148-713.34-10	04/28/2011	MET DOWNTOWN TRANS CENTER	17847567		10/2011	233.15	
521-1591-493.34-10	04/28/2011	P1 ELEC. MAR/APR 2011	1569636-2	283662	10/2011	2,086.98	
04/29/2011	744112	POWER SERVICE INC	6119			5,077.45	
502-0000-141.00-00	04/26/2011	WASTEWATER PARTS & SUPPLY	802823103		10/2011	5,077.45	

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805-1570-425.53-50	04/28/2011	4430 HI-LINE DR	6712510003200		10/2011	125,885.21	
512-8500-625.34-20	04/28/2011	4430 HI-LINE DR	671274846		10/2011	175.90	
211-3132-433.34-20	04/28/2011	4430 HI-LINE DR	671294847		10/2011	118.59	
04/29/2011	744115	QWEST COMMUNICATIONS	6319			3,793.02	
561-7110-711.34-50	04/21/2011	QWEST APRIL 2011 4TH PAY	252-9412		10/2011	86.32	
571-7141-713.34-50	04/21/2011	QWEST APRIL 2011 4TH PAY	254-7038		10/2011	44.38	
211-3132-433.34-50	04/21/2011	QWEST APRIL 2011 4TH PAY	652-8104		10/2011	29.34	
150-2225-422.34-50	04/21/2011	QWEST APRIL 2011 4TH PAY	655-0728		10/2011	43.16	
10-5112-452.34-50	04/21/2011	QWEST APRIL 2011 4TH PAY	657-3014		10/2011	28.54	
606-1931-484.34-50	04/21/2011	QWEST APRIL 2011 4TH PAY	657-8377		10/2011	3,561.28	
04/29/2011	744140	SPRINKLER TECHNOLOGY DESIGN IN	21615			3,764.00	
150-2226-422.92-50	04/26/2011	FIRE1:SPRNKLR SYS/DRAWING	3430 FIRE1/SPRK	282536	10/2011	3,764.00	
04/29/2011	744145	TITAN MACHINERY INC	20569			177,651.65	
502-7400-603.53-33	04/25/2011	MISC SERVICES	QF02763	283542	10/2011	525.00	
211-3132-433.23-20	04/25/2011	MP	1C07742	283582	10/2011	209.28	
211-3132-433.23-20	04/25/2011	MP	1C07742A	283582	10/2011	354.84	
211-3132-433.23-20	04/25/2011	MP	1C07742A	283582	10/2011	54.85	
211-3132-433.94-20	04/27/2011	ROAD/HGWY HEAVY EQUIPMNT	C1-1140	278347	10/2011	173,738.68	
211-3132-433.94-20	04/27/2011	MISC SERVICES	C1-1140	278347	10/2011	2,769.00	
04/29/2011	744146	TNT SPRINGS INC	3803			3,143.46	
601-0000-141.00-00	04/22/2011	MP	98434		10/2011	318.50	
601-0000-141.00-00	04/22/2011	MP	98447		10/2011	1,584.00	
601-0000-141.00-00	04/22/2011	MP	98473		10/2011	446.90	
541-3122-435.23-20	04/22/2011	MP	98434	283469	10/2011	135.75	
541-3122-435.23-20	04/22/2011	MP	98473	283469	10/2011	297.72	
601-0000-141.00-00	04/26/2011	MP	98551		10/2011	273.00	
541-3122-435.23-20	04/26/2011	MP	98551	283626	10/2011	87.59	
04/29/2011	744149	TRISTATE EQUIPMENT	3797			4,969.05	
211-3132-433.23-20	04/22/2011	MP	M49011	283471	10/2011	3,735.16	
211-3132-433.23-20	04/22/2011	MP	M49011	283471	10/2011	250.00	
541-3122-435.23-20	04/25/2011	MP	M494448	283567	10/2011	359.74	
541-3122-435.23-20	04/25/2011	MP	M49878	283567	10/2011	48.72	
541-3122-435.23-20	04/25/2011	MP	M49817	283571	10/2011	544.71	
601-1553-481.23-20	04/28/2011	MP	M49910	283694	10/2011	30.72	
04/29/2011	744159	VERIZON WIRELESS	14490			12,666.72	
561-7110-711.34-50	04/18/2011	VERIZON WIRELESS APR 2011	AIRPORT		10/2011	427.29	
150-2170-441.34-50	04/18/2011	VERIZON WIRELESS APR 2011	ANIMAL SHELTER		10/2011	148.38	
717-2166-421.34-50	04/18/2011	VERIZON WIRELESS APR 2011	CCSIU		10/2011	85.42	
10-1611-416.34-50	04/18/2011	VERIZON WIRELESS APR 2011	LEGAL		10/2011	30.90	
150-2225-422.34-50	04/18/2011	VERIZON WIRELESS APR 2011	COMM CENTER 911		10/2011	52.21	
650-1565-487.34-50	04/18/2011	VERIZON WIRELESS APR 2011	FACILITIES BOC		10/2011	66.00	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR TRN AMOUNT
650-1567-487.34-50	04/18/2011	VERIZON WIRELESS APR 2011	FACILITIES CH	10/2011 83.50
10-1512-415.34-50	04/18/2011	VERIZON WIRELESS APR 2011	FINANCE PAT	10/2011 72.51
150-2221-422.34-50	04/18/2011	VERIZON WIRELESS APR 2011	FIRE DEPT	10/2011 1,159.89
10-1750-417.34-50	04/18/2011	VERIZON WIRELESS APR 2011	HUMAN RESOURCES	10/2011 42.60
620-1913-482.34-50	04/18/2011	VERIZON WIRELESS APR 2011	ITD GIS	10/2011 12.97
620-1911-482.34-50	04/18/2011	VERIZON WIRELESS APR 2011	ITD	10/2011 102.76
260-5517-455.34-50	04/18/2011	VERIZON WIRELESS APR 2011	LIBRARYOUTREACH	10/2011 25.94
260-5512-455.34-50	04/18/2011	VERIZON WIRELESS APR 2011	LIBRARY	10/2011 148.32
10-1100-411.34-50	04/18/2011	VERIZON WIRELESS APR 2011	MAYOR	10/2011 42.56
601-1550-481.34-50	04/18/2011	VERIZON WIRELESS APR 2011	MOTOR POOL	10/2011 50.81
10-1220-412.34-50	04/18/2011	VERIZON WIRELESS APR 2011	DRUG COURT	10/2011 65.12
10-1212-412.34-50	04/18/2011	VERIZON WIRELESS APR 2011	MUNI JUDGE	10/2011 64.11
240-4301-419.34-50	04/18/2011	VERIZON WIRELESS APR 2011	PLANNING	10/2011 12.97
150-2111-421.34-50	04/18/2011	VERIZON WIRELESS APR 2011	POLICE	10/2011 2,932.35
251-2187-421.34-50	04/18/2011	VERIZON WIRELESS APR 2011	POLICE FORENSIC	10/2011 66.70
249-2196-421.34-50	04/18/2011	VERIZON WIRELESS APR 2011	698 1391 DV	10/2011 23.14
521-1521-493.34-50	04/18/2011	VERIZON WIRELESS APR 2011	PARKING	10/2011 352.99
10-5110-453.34-50	04/18/2011	VERIZON WIRELESS APR 2011	PRPL ADM	10/2011 65.77
10-5121-451.34-50	04/18/2011	VERIZON WIRELESS APR 2011	PRPL-RECREATION	10/2011 94.10
10-5140-436.34-50	04/18/2011	VERIZON WIRELESS APR 2011	CEMETERY	10/2011 45.14
10-5112-452.34-50	04/18/2011	VERIZON WIRELESS APR 2011	PARKS PMD	10/2011 43.54
10-5112-452.34-50	04/18/2011	VERIZON WIRELESS APR 2011	PARKS	10/2011 734.79
10-5112-452.34-50	04/18/2011	VERIZON WIRELESS APR 2011	PARKS IRRIGATION	10/2011 90.66
10-1543-415.34-50	04/18/2011	VERIZON WIRELESS APR 2011	PURCHASING	10/2011 85.22
660-3110-431.34-50	04/18/2011	VERIZON WIRELESS APR 2011	PW ADM	10/2011 110.19
209-4451-428.34-50	04/18/2011	VERIZON WIRELESS APR 2011	BUILDING	10/2011 206.05
670-3141-489.34-50	04/18/2011	VERIZON WIRELESS APR 2011	ENGINEERING	10/2011 435.44
541-3121-435.34-50	04/18/2011	VERIZON WIRELESS APR 2011	SOLID WASTE	10/2011 68.20
211-3132-433.34-50	04/18/2011	VERIZON WIRELESS APR 2011	STREET/TRAFFIC	10/2011 357.91
541-3123-435.34-50	04/18/2011	VERIZON WIRELESS APR 2011	SW ON CALL	10/2011 97.45
502-7500-609.34-50	04/18/2011	VERIZON WIRELESS APR 2011	DIST & COLL 60%	10/2011 644.28
512-8500-625.34-50	04/18/2011	VERIZON WIRELESS APR 2011	DIST & COLL 40%	10/2011 429.52
502-7700-611.34-50	04/18/2011	VERIZON WIRELESS APR 2011	PUD ENVIRN 1/2	10/2011 19.18
512-8700-628.34-50	04/18/2011	VERIZON WIRELESS APR 2011	PUD ENVIRN 1/2	10/2011 19.17
502-7400-603.34-50	04/18/2011	VERIZON WIRELESS APR 2011	WATER TREATMENT	10/2011 792.18
502-7312-602.34-50	04/18/2011	VERIZON WIRELESS APR 2011	PWBLKNP MTRSHOP	10/2011 446.70
502-7311-602.34-50	04/18/2011	VERIZON WIRELESS APR 2011	PWBLKNP OFF 60%	10/2011 65.44
512-8311-622.34-50	04/18/2011	VERIZON WIRELESS APR 2011	PWBLKNP OFF 40%	10/2011 43.64
502-7314-602.34-50	04/18/2011	VERIZON WIRELESS APR 2011	PWBLKNP STOR75%	10/2011 83.30
512-8314-622.34-50	04/18/2011	VERIZON WIRELESS APR 2011	PWBLKNP STOR25%	10/2011 27.77
512-8400-623.34-50	04/18/2011	VERIZON WIRELESS APR 2011	WASTEWATER TREA	10/2011 1,091.51
606-1931-484.34-50	04/18/2011	VERIZON WIRELESS APR 2011	TELECOMM SYS	10/2011 45.85
571-7142-713.31-60	04/18/2011	VERIZON WIRELESS APR 2011	ON-CALL MET	10/2011 93.92
571-7141-713.34-50	04/18/2011	VERIZON WIRELESS APR 2011	MET TRANSIT	10/2011 36.30
10-4321-419.34-50	04/18/2011	VERIZON WIRELESS APR 2011	CODE ENFORCMT	10/2011 150.21
571-7147-713.31-60	04/25/2011	ACCOUNT# 770599076-00001	0966171666	F12696 10/2011 173.85
04/29/2011	744166	YELLOWSTONE COUNTY SHERIFFS	6218	5,377.95
255-2146-421.12-20	04/26/2011	BENJAMIN & KORB	MARCH 2011 OT	283617 10/2011 2,166.26
255-2146-421.12-20	04/27/2011	KORB, CHARB & BENJAMIN	JAN & FEB 11 OT	283647 10/2011 3,211.69

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	CHECK AMOUNT
04/29/2011	744167	YELLOWSTONE VALLEY ANIMAL SHEL	20525						20,256.05	20,256.05
150-2170-441	39-90	04/22/2011	CONTRACT 3-22-11\4-21-11	09-1231			283488	10/2011	20,256.05	20,256.05
DATE RANGE TOTAL *									1,247,073.85	*

**Regular City Council Meeting**

**Date: 05/23/2011**

**TITLE:** Yellowstone Boys & Girls Ranch (Garfield School) - Off Street Parking  
Variance Request - OP - 11 - 01

**PRESENTED BY:** David Mumford

**Department:** Public Works

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**Information**

**PROBLEM/ISSUE STATEMENT**

At the April 25, 2011, City Council Meeting, Council held the public hearing but delayed action on the variance request from The Yellowstone Boys and Girls Ranch located at 3212 1st Avenue South. The applicant has informed our office that it is planning on holding an open house prior to this council meeting.

The Yellowstone Boys and Girls Ranch (YBGR), located at 3212 1st Avenue South (the former Garfield Elementary School), is proposing a major remodel that will include site improvements. The site lacks the required off-street parking for the present and proposed use. The proposed site improvements will eliminate more off-street parking. High Plains Architects has submitted a site plan showing the proposed revisions, which are meant to better accommodate the building functions. In order to accomplish the remodel and site revisions, the owner is requesting a variance from Section 6-1203 of the city code requiring off-street parking.

The existing site has approximately 50 parking stalls. The new plan would have 10 parking stalls on site. The site development ordinance requires 128 stalls for the proposed use. Given the nature of the building and its uses, the parking will be needed at different times of the day. The portions of the building that will be used during the daytime (8:00 a.m. to 5:00 p.m.) require 77 spaces. The gym area will be used in the evenings (4:00 p.m. to 8:00 p.m.) and requires 51 stalls. Note that the parking space calculations show that there is a potential need for up to 128 spaces from 4 pm. to 5 p.m.

The owner is proposing to provide 10 on-site stalls, 20 leased stalls, and 54 on street stalls to meet the daytime parking demand. They are proposing to restripe the on-street parking to accommodate back-in angle parking (instead of existing parallel parking) to maximize the number of stalls available. YBGR has agreed to sign the attached Memorandum of Agreement which requires parking space striping maintenance.

The requested parking variance would allow all code required parking, except handicapped parking, to be provided on street. City Code requires property owners to provide all required parking on-site. For this reason, it is very difficult for the Public Works Department to support Yellowstone Boys and Girls Ranch request for the parking variance. However, Public Works believes that this proposal has mitigating circumstances that should be taken into consideration by the City Council in determining the variance request. The proposed use and reconstruction of the building and site by YBGR will greatly enhance the area and benefit the community. If the City Council were to approve the requested parking variance, the adjacent ROW is of sufficient width to accommodate the required parking without adversely affecting the neighborhood or traffic movement.

**ALTERNATIVES ANALYZED**

The City Council may:

- Approve the variance. Approving the variance will allow Yellowstone Boys and Girls Ranch to make the site improvement revisions as proposed.
- Do not approve the variance. If the variance is denied, a redesign of the facility and site will be required to provide the required off-street parking.

**FINANCIAL IMPACT**

There is no direct financial impact to the City. Advertising costs for the public hearing are offset by the variance application fee and the applicant will pay for the street striping and maintenance.

**RECOMMENDATION**

Staff recommends that City Council grant conditional approval of this variance from off-street parking requirements for the property at 3212 1st Avenue South for this proposed use. If the use of the property changes, the parking requirements will need to be met or a variance will need to be requested based on the new use.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

- Yellowstone Boys & Girls Ranch
  - Yellowstone Boys & Girls Ranch
  - Yellowstone Boys & Girls Ranch
  - Yellowstone Boys & Girls Ranch
  - Yellowstone Boys & Girls Ranch
-

Application # OP-11-01

**APPLICATION FOR VARIANCE**

- 1. Legal description of property: YEGEN SUB 44, S03,  
T01 S, R26, E, BLOCK 002, LOT 001-024
- 2. Address (if unknown, contact the City Engineer's office) or  
general location: 3212 1<sup>st</sup> Avenue South
- 3. Owner(s): Yellowstone Boys and Girls Ranch  
(Recorded Owner)  
3212 1<sup>st</sup> Avenue South, Billings, MT 59101  
(Address)  
(406) 651-2708  
(Phone Number)
- 4. Agent(s): High Plains Architects, Randy Hafer, President  
(Name)  
2720 Minnesota Avenue, Billings, MT 59101  
(Address)  
(406) 896-0250  
(Phone Number)
- 5. Section of the Site Development Ordinance that this request  
for variance applies to: \_\_\_\_\_  
Sec. 6-12.03. Off-Street parking requirements
- 6. Reason for request: See attached.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 7. Covenants for deed restrictions on the property: Yes \_\_\_ No X  
(if you, please include a copy)

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

Signature: *Sean H. [Signature]* Date: 3-23-2011  
(Recorded Owner)

Fee: \$ 60.00 Receipt #: \_\_\_\_\_

Hearing Date: \_\_\_\_\_

# Attachment " B "

## **6. Reason for request:**

Automobiles and parking were unnecessary considerations in 1902 when the original schoolhouse was constructed at the center of the site, an entire city block. Three major additions, built in 1920, 1934, and 1948, represent what is today known as Garfield school (the original building was razed in 1981). They, too, were constructed when dependence on automobile transportation was much less than it is in 2011 and the building remained, for many years, surrounded by grass and trees in a park-like setting, with no on-site parking.

Since that time, a majority of the site has been paved in asphalt and an ad-hoc parking system has developed that requires vehicle movement on and across sidewalks and provides only roughly 50 off-street parking spaces (see SP.E attached). This system is not only dangerous for pedestrians but is also an inefficient use of the site.

The site remodel proposes high-density, reverse-angle (as recommended by the City), on-street parking on three of the contiguous street faces, 10 on-site (six ADA, four parallel), and 20 lease/shared off-site parking spaces to meet or exceed the required number of parking spaces based on building occupancy (see CALC attached). Implementing the proposed parking scheme will allow for a largely planted site and park-like setting that more closely resembles the original conditions. Also among the proposed improvements are new tree-lined boulevards, new crosswalk striping, and new surface bulb-outs at two of the corners (see SP.R, SP.D1, SP.D2 attached).

Exhibit 1 – Proposed Improvements (attached)

SP.E: Site Plan – Existing

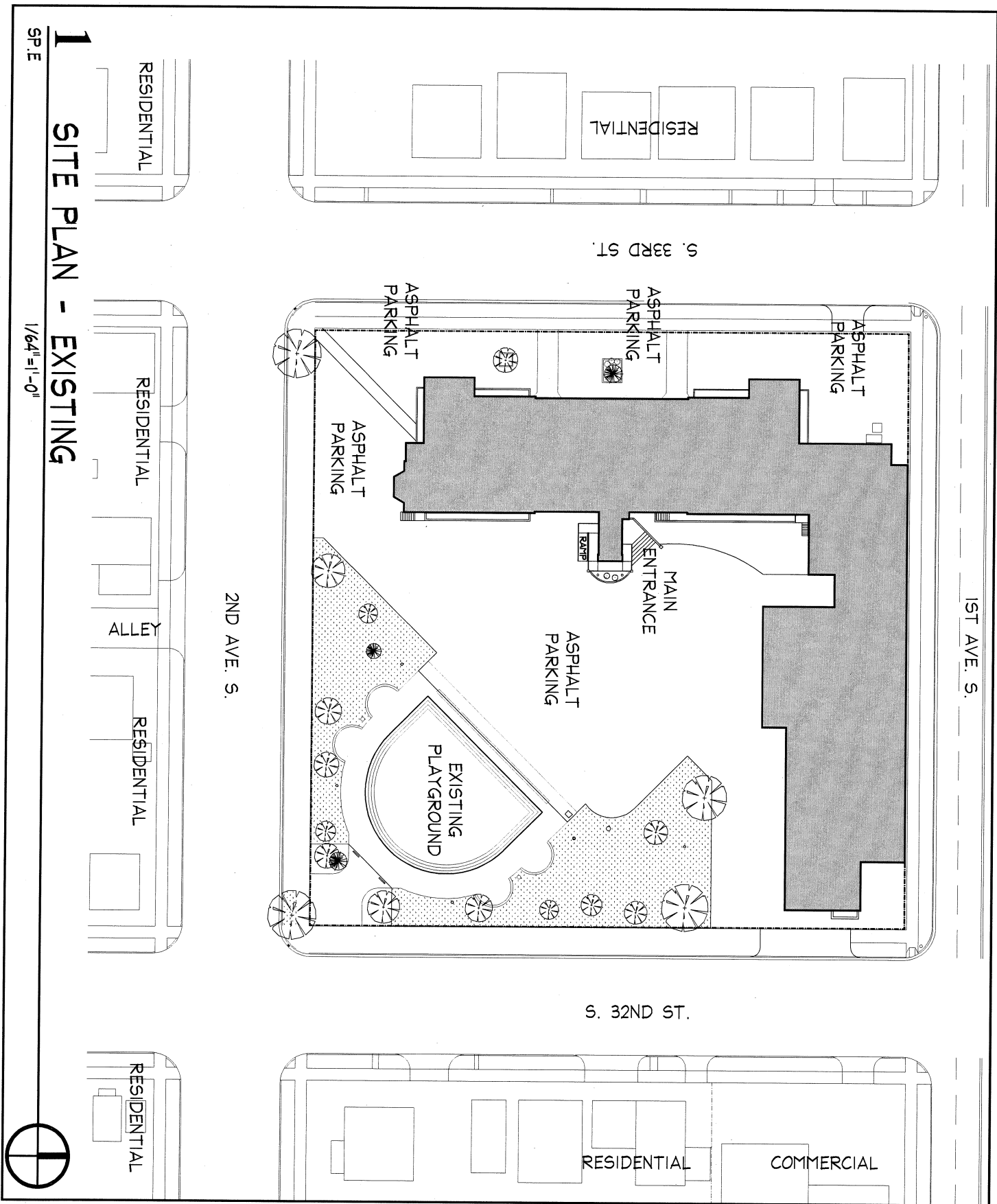
SP.R: Site Plan – Redevelopment

SP.D1, SP.D2: Site Plan -- Details

CALC: Area and Parking Calculations

Memorandum of Agreement

Attachment " C " Site Plan Sheet # 1



**1** SITE PLAN - EXISTING

SP.E

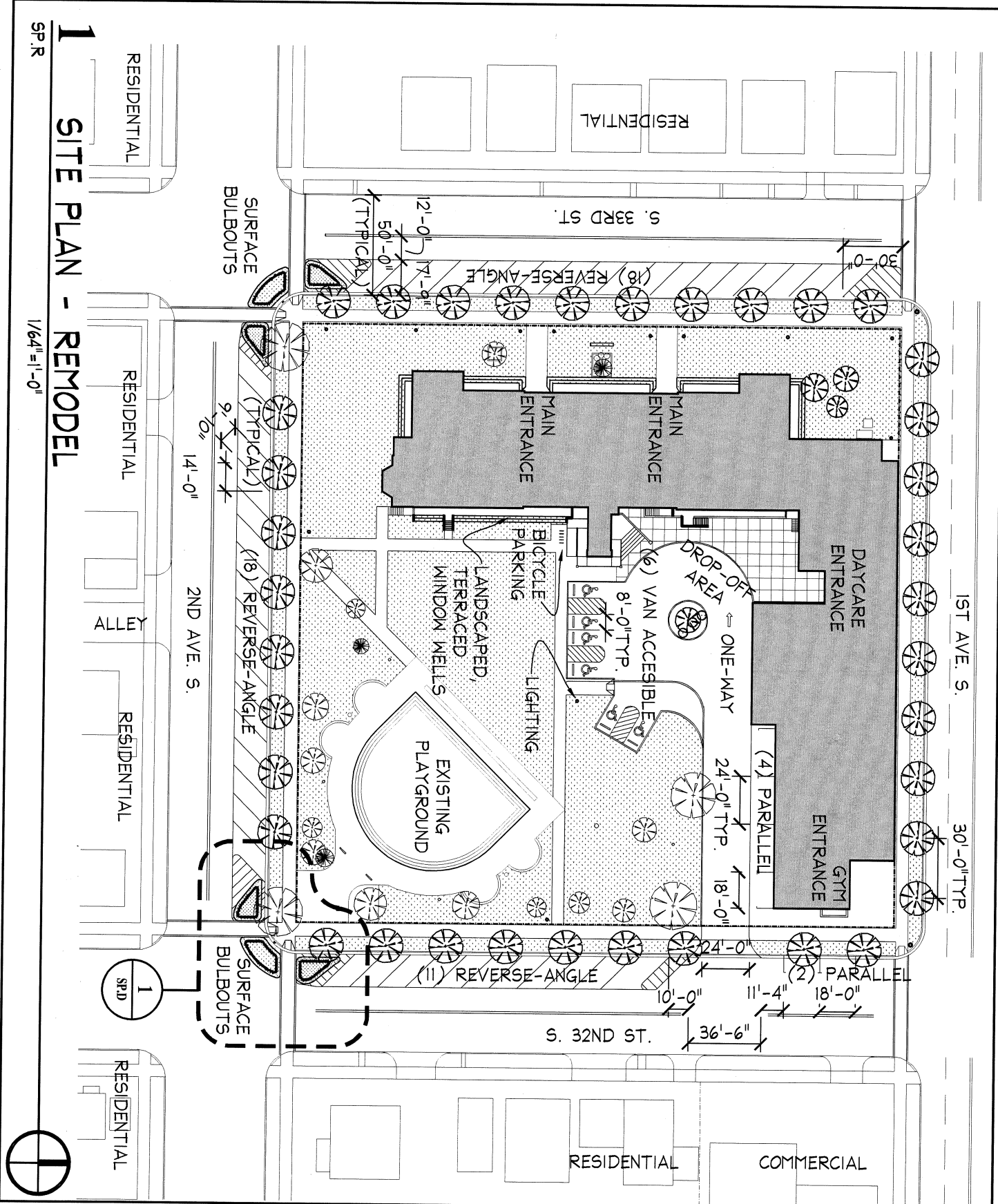
1/64" = 1'-0"

DATE: 3-23-2011  
 DRAWN BY: JDS  
**SP.E**  
 ©

DRAWING: **SITE PLAN - EXISTING**  
 PROJECT: **GARFIELD REMODEL / 21010.01**  
 OWNER: **YELLOWSTONE BOYS AND GIRLS RANCH**



**HIGH PLAINS ARCHITECTS**  
 Email: [rhofe@highplainsarchitects.com](mailto:rhofe@highplainsarchitects.com)  
 Phone: (406) 896-0250 • Fax: (406) 896-0255  
 3720 Yellowstone Ave. • Billings, MT 59101  
 P.O. BOX 2205 • BILLINGS, MT 59103  
[www.highplainsarchitects.com](http://www.highplainsarchitects.com)



**1 SITE PLAN - REMODEL**

SP.R

1/64" = 1'-0"

DATE: 3-23-2011  
 DRAWN BY: JDS  
**SP.R**

DRAWING: **SITE PLAN - REMODEL**  
 PROJECT: **GARFIELD REMODEL**  
 OWNER: **YELLOWSTONE BOYS AND GIRLS RANCH**



**HIGH PLAINS ARCHITECTS**  
 Email: [info@highplainsarch.com](mailto:info@highplainsarch.com)  
 Phone: (408) 888-0220 • Fax: (408) 888-0225  
 2720 Minnesota Ave. • Gilroy, CA 95020  
 P.O. BOX 2203 • BILLINGS, MT 59103  
[www.highplainsarch.com](http://www.highplainsarch.com)

# Attachment " D "

## **MEMORANDUM OF AGREEMENT**

THIS Memorandum of Agreement is made and entered into by and between the Yellowstone Boys and Girls Ranch (hereinafter YBGR) and the City of Billings (hereinafter City).

### **WITNESS THAT:**

WHEREAS, YGBR and the City are cooperatively working to allow the establishment of reverse-angle, on-street parking on three of the contiguous street faces at the Garfield building site.

WHEREAS, the contiguous street faces are South 32<sup>nd</sup> and 33<sup>rd</sup> Streets between 1<sup>st</sup> and 2<sup>nd</sup> Avenues South and 2<sup>nd</sup> Avenue South between South 32<sup>nd</sup> and 33<sup>rd</sup> Streets.

WHEREAS, the City possesses ownership of the contiguous streets.

WHEREAS, YBGR agrees to pay for all improvements and to provide subsequent maintenance of the improvements indefinitely.

THEREFORE, in consideration of the stipulations contained herein, the parties agree as follows for all such work:

1. YBGR will protect, indemnify, and save harmless the City against and from all claims, liabilities, demands, causes of action, judgments (with any cost and fees that might be awarded), and losses to anyone as a result of errors or omissions in design and/or plans, construction, maintenance or use, including any suits, claims, actions, losses, costs or damages of any kind, including the City's legal expenses, made against YBGR by anyone arising out of, in connection with, or incidental to the streetscape improvements and its design, construction, maintenance or use.
2. YGBR shall ensure that all improvements installed for the on-street parking are maintained or caused to be maintained in good working condition. All maintenance costs associated with this shall be the responsibility of the YBGR.

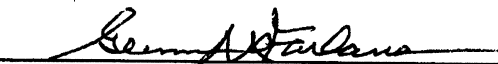
This agreement shall be binding on both parties, the heirs, successors, personal representatives or assigns or either party.

IN WITNESS WHEREOF, YGBR's authorized representatives have signed on behalf of the Yellowstone Boys and Girls Ranch, and the City Administrator, on behalf of the City of Billings, has signed and affixed hereto the seal of the City.

Signatures on Page 2

**YELLOWSTONE BOYS AND GIRLS RANCH**

**MOA with City of Billings - Street Parking**

By   
Glenn McFarlane, CEO  
Yellowstone Boys and Girls Ranch

3-14-2011  
Date

**CITY OF BILLINGS**

By \_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Date

**Regular City Council Meeting**

**Date: 05/23/2011**

**TITLE:** Public Hearing & Resolution Adopting Water and Wastewater Rates and Fees

**PRESENTED BY:** David Mumford

**Department:** Public Works

---

**Information**

**PROBLEM/ISSUE STATEMENT**

The existing water and wastewater rates and fees are no longer adequate to provide for the operation and maintenance and capital investment necessary to continue providing quality service and infrastructure to the City's customers. Cost-of-service rate studies for water resale rates and water and wastewater System Development Fees (SDFs) were completed by CDM, Inc. Public Works staff concurrently performed cost-of-service rate studies for water retail rates and fees and wastewater rates and fees. A public hearing is required per MCA 69-7-111. The attached resolution specifies the proposed rates and fees. The proposed rate and fee adjustments include:

1. Increasing the volume rate for resale customers (County Water District of Billings Heights).
2. Increasing the wastewater volume rate and minimum monthly charges for all customer classes.
3. Increasing the public and private fire protection charges which were last adjusted in 1996.
4. Adjusting the water and wastewater system development fees (SDFs). The proposed structure for water will have a separate charge for residential versus non-residential accounts. Wastewater SDFs will continue with the current structure of a single charge for both residential and non-residential accounts for each meter size.
5. Adjusting miscellaneous water and wastewater fees and charges, most of which were last adjusted in 2008.

**ALTERNATIVES ANALYZED**

The City Council may:

- Approve the resolution
- Disapprove the resolution

**FINANCIAL IMPACT**

The proposed rate and fee amendments will generate approximately \$871,000 in additional water revenues and \$2,047,000 in additional wastewater revenues for FY 2012.

**BACKGROUND**

No additional background is available.

**STAKEHOLDERS**

- MCA 7-6-1604 requires governmental entities to have an advisory committee to review the calculating, assessing, and spending of system development fees. The advisory committee must include at least one representative of the development community and one certified public accountant. The City's SDF committee is comprised of the Public Works Board and Public Works staff. The individuals involved in the group are shown on Attachment A. The committee met twice, once in February 2011 and once in April 2011 to review the proposed changes to the

SDFs. The SDF committee supports the recommendations being made to the Council.

- The Public Works Board also reviewed the overall financial picture of the water and wastewater utilities, which included the user rates. This board supports all of the water and wastewater rates, fees, and charges being recommended to the Council.

## **RECOMMENDATION**

Staff recommends that the City Council conduct a public hearing and approve the proposed resolution adopting the water and wastewater rate and fee schedule effective July 1, 2011.

## **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

Resolution

Attachment A - SDF Committee

Heights Water Resale Rate Study

SDF Rate Study

Retail Rate Study

Proposed Rate and Fee Adjustments

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## **RESOLUTION 11-**

### **A RESOLUTION SPECIFYING WATER AND WASTEWATER RATE AND FEE SCHEDULE ADJUSTMENTS ENACTED PURSUANT TO TITLE 69, CHAPTER 7, MONTANA CODE ANNOTATED.**

WHEREAS, water and wastewater cost of service studies have been completed and water and wastewater rate and fee schedules have been prepared for the municipal water and wastewater utility that would generate adequate funds to operate the utilities, as well as require each customer class of the utilities to pay its fair share of the cost of operating the water and wastewater systems; and

WHEREAS, the cost of service studies anticipate a need for extension, repair, improvement, and continued operation and maintenance of existing and proposed water and wastewater system facilities for the providing of water and wastewater services to inhabitants of the City of Billings, Montana; and

WHEREAS, under Title 69, Chapter 7 of the Montana Code Annotated, and under the terms of City Resolution Number 13585, the City of Billings is authorized to regulate the City's municipal water and wastewater utility and to change water and wastewater rates, fees, and charges as may be deemed by the City Council to be reasonable and just, and

WHEREAS, it is essential to the public health, welfare, and safety of the inhabitants of the City of Billings and its environs to provide an adequate public water and wastewater system and to provide adequate funding to meet the cost of constructing, maintaining, and operating the same;

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

1. That any and all rate schedules for the water and wastewater utilities that are not specified in this resolution continue to be in effect at the rates specified in the previously approved schedules.
2. That the following schedule of rates, fees, and charges are found to be just, reasonable, and necessary for the continued sound operation of the water and wastewater utilities and that the proposed rates, fees, and charges are approved, adopted, and published as the rates, fees, and charges of the City of Billings, Montana water and wastewater utilities, effective July 1, 2011.

## Schedule I

### WATER MONTHLY VOLUME CHARGE

<u>Customer Class</u>	<u>Effective Date</u>
	<u>7/1/2011</u>
<i>Dollars per Ccf</i>	(\$)
Residential	
Block 1 (0-4 Ccf)	1.73
Block 2 (5-16 Ccf)	1.84
Block 3 (>16 Ccf)	2.73
Non-Residential	1.35
Seasonal	2.32
Resale	1.72

## Schedule III

### PUBLIC AND PRIVATE FIRE PROTECTION CHARGES

Service Connection Size (in inches)	Annual Charges	
	<u>Inside City</u> (\$)	<u>Outside City</u> (\$)
	<u>Public Fire Hydrants</u>	
6"	421.50	-----
	<u>Private Fire Hydrants &amp; Firelines</u>	
1¼"	18.40	19.91
1½"	24.53	26.56
2"	39.25	42.50
3"	98.13	106.23
4"	171.72	185.90
6"	392.50	424.94
8"	686.88	743.64
10"	1,079.37	1,168.56
12"	1,594.54	1,726.30
14"	2,207.81	2,390.26

## Schedule IV

### RE-ESTABLISHMENT OF WATER SERVICE CHARGE

Normal Working Hours .....	\$60.00
Outside Normal Working Hours .....	\$110.00

**Schedule V**

**WATER SPECIAL FEES AND CHARGES**

<b><u>Item</u></b>	<b><u>Fee/Charges</u></b>
(1) Application for enlargement of the water service area of the city .....	80.00
(2) Application for extension of the water system of the city .....	140.00
(3) Application for introduction of water service to a previously unserved tract or parcel of land which does not require an extension of the water distribution system.....	50.00
(4) Application for water service line installation permits:	
(a) Water service line permit.....	65.00
(b) Fireline permit .....	65.00
(c) Combination water service line and fireline permit.....	65.00
(5) Special Agreements .....	90.00
(6) Water meter accuracy test fee	
Small meter (in shop).....	30.00
Large meter (in field) .....	55.00
Hydrant Meter Rental (\$/day) .....	3.00
(7) Construction meter setting and removal fee (\$/meter).....	27.00
(8) Fireflow fee (\$/hydrant).....	85.00
(9) Turn-on/Turn-off charge:	
(a) Normal working hours .....	25.00
(b) Outside normal working hours .....	85.00
(10) Utility bill insert fee:	
(a) City departments (\$/1,000 inserts).....	25.00
(b) Other agencies (\$/insert).....	0.40
(11) Water main tapping fee:	
(a) Two inch diameter tap or smaller (\$/tap-initial visit) .....	140.00
1) Subsequent site visits (\$/visit).....	140.00
(b) Over two inch diameter tap (\$/tap).....	310.00
1) Subsequent site visits (\$/visit).....	310.00
2) Extra charge for cylinder pipe .....	880.00
(12) Flushing, testing, and chlorinating fee (\$/initial visit) .....	85.00
(a) Water for flushing, testing and chlorinating (\$/Ccf).....	Current Seasonal Rate
(b) Subsequent site visits (\$/visit) .....	85.00
(13) City of Billings Franchise Fee (%) .....	4.00
(14) Late payment interest charge (%/month).....	1.50
(15) Water Service Line/Fireline Repair Program Fee (\$/month).....	1.25

**Schedule VI**

**WATER SYSTEM DEVELOPMENT FEES**

<u>Meter or Service Line Size</u>	<u>Residential</u>	<u>Non-Residential</u>
3/4-Inch or less (1 EDU)	\$ 1,985	\$ 6,406
1-Inch	\$ 1,985	\$ 10,861
1½-Inch	\$ 1,985	\$ 21,721
2-Inch	\$ 1,985	\$ 34,754
3-Inch	\$ 1,985	\$ 69,509
4-Inch	\$ 1,985	\$ 108,607

For connections to the water system with meters larger than 4-inches, or when the unique usage characteristics of a large water user may require, the City will forecast the demands on an average-day basis. The System Development Fee (SDF) will be calculated as follows:

$$\text{SDF} = \text{ADD} * 6.09$$

Where:

- ADD is the projected average-day demand of the new user in gallons per day, and
- 6.09 equals the unit cost of the existing system buy-in component plus the unit cost of the development-related new facility component.

## Schedule I

### WASTEWATER MONTHLY VOLUME CHARGE

<u>Customer Class</u>	<u>Effective Date</u>
	<u>7/1/11</u>
<i>Dollars per Ccf</i>	(\$)
<b>Customer Within the City</b>	
Residential	2.20
Commercial--Domestic Strength	2.20
Commercial--High Strength	2.93
<b>Customer Outside the City</b>	2.20

## Schedule IA

### MINIMUM MONTHLY WASTEWATER CHARGES

	<u>Effective Date</u>
Meter Size	<u>7/1/11</u>
	(\$)
<b>INSIDE CITY</b>	
3/4"	6.26
1"	7.21
1½"	8.21
2"	8.46
3"	11.92
4"	37.39
6"	46.82
8"	68.83
10"	93.98
<b>OUTSIDE CITY</b>	
3/4"	6.91
1"	7.93
1½"	9.03
2"	9.31
3"	13.10
4"	41.14
6"	51.50
8"	75.72
10"	103.41

**Schedule II**

**WASTEWATER EXTRA STRENGTH SURCHARGE**

<u>Unit Charges</u>	<u>Effective Date</u>	
	<u>7/1/11</u>	<u>7/1/12</u>
X = BOD (\$/lb)	\$ 0.4171	\$ 0.4212
Y = TSS (\$/lb)	\$ 0.4570	\$ 0.4668

**Schedule III**

**WASTEWATER SPECIAL FEES AND CHARGES**

<u>Item</u>	<u>Fee/Charges</u>
(1) Application for enlargement of the wastewater service area of the City.....	80.00
(2) Application for extension of the wastewater collection system of the City .....	140.00
(3) Application for introduction of wastewater service to a previously unserved tract or parcel of land, which does not require extension of the wastewater collection system.....	50.00
(4) Application for sanitary sewer service permits:	
(a) Domestic users sewer service line installation permit.....	65.00
(b) Industrial users permit.....	1250.00
(5) Special Agreements .....	90.00
(6) Septage Disposal Permit Fee (\$/1,000 gallons):	
As of July 01, 2011 .....	38.21
As of July 01, 2012 .....	38.87
(7) City of Billings Franchise Fee (%) .....	4.00
(8) Late payment interest charge (%/month).....	1.50

**Schedule IV**

**CHARGE FOR RE-ESTABLISHMENT OF WATER SERVICE**

Normal Working Hours .....	\$60.00
Outside Normal Working Hours.....	\$110.00

**Schedule VI**

**WASTEWATER SYSTEM DEVELOPMENT FEES**

<u>Meter or Service Line Size</u>	
3/4-Inch or less (1 EDU)	\$ 1,878
1-Inch	\$ 5,766
1½-Inch	\$ 16,734
2-Inch	\$ 28,885
3-Inch	\$ 74,937
4-Inch	\$ 175,434

For connections to the wastewater system with meters larger than 4-inches or when the unique usage characteristics of a large wastewater user may require, the City will forecast the requirements for the flow, biochemical oxygen demand (BOD), and total suspended solids (TSS) to determine the number of EDUs. The System Development Fee (SDF) will be calculated as follows:

$$SDF = 3.65 * EDUs$$

Where 3.65 equals the unit cost of the existing system buy-in component plus the unit cost of the development-related new facility component.

The number of EDUs associated with the requirements will be determined by the following:

$$EDUs = \left[ \frac{\text{Flow}}{515} \right] * \left[ 0.8 + \frac{\text{BOD} * 0.08}{200} + \frac{\text{TSS} * 0.12}{200} \right]$$

Where:

- Flow is the projected maximum monthly average wastewater flow of the new user in gallons per day, and
- BOD is the projected BOD loading of the new user's effluent in milligrams per liter, and
- TSS is the projected TSS loading of the new user's effluent in milligrams per liter.

The constants used in the above formula are:

- 515 equals the average system capacity per EDU.
- .8 equals the proportion of the City's wastewater facilities allocated to the flow parameter in its cost-of service analysis.
- .08 equals the proportion of the City's wastewater facilities allocated to the BOD parameter in its cost-of-service analysis
- .12 equals the proportion of the City's wastewater facilities allocated to the TSS parameter in its cost-of-service analysis.

3. That this Resolution is to be immediately filed in the City Clerk's Office and that the decision adopting the adjusted rates shall be final ten days after such are so filed.

**PASSED AND ADOPTED** by the City Council of the City of Billings, Montana, on the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**System Development Fee Advisory Committee Membership**

**Public Works Board**

Barry Nolan, Chair

Patrick Dawson

David Hummel

James Mariska

Rod Wilson

**Public Works Staff**

David D. Mumford

Jennifer Duray, CPA

**FINAL  
REPORT**

**Resale Water Rate Study**

City of Billings

April 12, 2011



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## Executive Summary

The City of Billings, Montana (City) provides municipal water services to its citizens and other residents and business of the greater Billings area. In addition to providing retail service to its citizens and neighboring commercial and residential customers, the City also provides water for Resale to the County Water District of Billings Heights (Heights).

The City engaged CDM to update the rates for water service to the Heights. This report presents the details of that update. The update was conducted simultaneously with a review of retail rates by City staff.

The update utilized the same rate model used to set the current resale rate for the Heights, which is based on standard principles for equitable cost of service analyses outlined by the American Water Works Association. In addition, the update conforms with the approach and information contained in the Memorandum of Understanding between the City and the Heights relating to water service.

The result of the update is that the resale rate applicable to water sold to the Heights needs to be increased from \$1.24 per Ccf to \$1.72 per Ccf effective July 1, 2011 and \$1.75 per Ccf effective July 1, 2012. No adjustment is required for the fixed meter charge applicable to the Heights.

Two main components of cost drive the need for the rate increase. Each is responsible for about half of the indicated adjustment. First, the City completed and placed into service upgrades to the Walter Pump Station, which serves the Heights. Second, the City also completed and placed into service upgrades to the Water Treatment Plant, which also serves the Heights. Residents of the City have been paying for the costs of these improvements as they were being constructed and have experienced rate adjustments. Now that construction is complete, the Heights needs to also pay for its share of costs for these new facilities.

# Section 1

## Introduction

The City re-evaluates rates approximately every two years. As part of this round of updates, the City hired CDM to update the Resale water rate in tandem with the City's update to its retail water rates. By performing the analyses in tandem, the City is assured that total revenues will match revenue requirements and all users will be paying their fair share of costs of service. The City operates on a fiscal year (FY) basis, ending June 30. As such, FY 2010 refers to the period July 1, 2009 – June 30, 2010.

CDM used the utility-basis of analysis for determining wholesale-related revenue requirements and cost of service. This approach is recommended by the American Water Works Association (AWWA) when determining rates for wholesale customers, termed "Resale" by the City. The approach is based on the parallel between investor-owned utilities serving their customers, who are not owners, and a government-owned utility providing services to a customer (e.g. Resale) who is not an owner of the system. The government-owned utility is entitled to a reasonable return from non-owner customers based on the plant investment value required to serve those customers. Per the Memorandum of Understanding (MOU) between the City and the Heights, dated February 17, 2009, the rate of return on equity is set at 9.55 percent. Combined with an effective interest rate of 3.68 percent on the City's outstanding debt, the weighted cost of capital is 8.63 percent.

The utility-basis uses depreciation and rate of return to determine the capital portion of revenue requirements. The O&M components of revenue requirements are based on budgeted O&M expense.

Once the revenue requirements are determined, they are then allocated three different ways. First they are allocated based on ownership level (Joint, Owners, Resale). These allocated costs are then further allocated to fixed (customer, meter), variable (base, max day, max hour), and direct fire functional cost components as well as to customer classes.

The following report describes the process by which the proposed rates for FY 2012 and FY 2013 were developed for the City's Resale water customer and includes:

- Description of water system customers
- Summary of the current usage by category
- Revenue requirements
- Cost of service allocations
- Recommendations for rate adjustment

CDM used FY 2011 as the Test Year for Resale rate development so that audited plant investment data could be used for the analysis. This does mean that the proposed rates would be enacted a year late, becoming effective July 1, 2011, if approved.

## Section 2

### Customers and Usage

The City owns and operates its water treatment and conveyance facilities. In addition to serving over 30,000 customers within its City limits, the City provides services to 315 residential and commercial customers outside of the City limits, as well as one Resale customer, the Heights.

Residential customers include water service accounts with one- and two-family dwellings. Commercial and industrial users are non-residential customers including large multi-family dwellings that purchase water for their own use. The Heights is a water district that purchases water for Resale. The projected water system customers for the test year are shown in Table 2-1 and Table 2-2 for Owners and Non-Owners, respectively. The tables also show the equivalent meters on a ¾" basis. The City has over 30,400 Owner equivalent meters and over 450 Non-Owner equivalent meters.

**Table 2-1. Test Year Customer Accounts, Owners**

Meter Size	Residential	Commercial	Industrial	Seasonal	Total
3/4"	24,150	1,590	0	54	25,794
1"	344	547	0	54	945
1 1/2"	19	342	0	31	392
2"	1	177	0	12	190
3"	0	116	1	5	122
4"	0	34	0	1	35
6"	1	24	1	0	26
8"	0	4	0	0	4
10"	0	0	0	0	0
12"	0	0	0	0	0
Total	24,515	2,834	2	157	27,508
Equivalent Meters	24,641	5,469	29	269	30,408

**Table 2-2. Test Year Customer Accounts, Non-Owners**

Meter Size	Residential	Commercial	Resale	Total
3/4"	253	38	0	291
1"	4	9	0	13
1 1/2"	0	3	0	3
2"	0	2	0	2
3"	0	2	0	2
4"	0	0	0	0
6"	0	1	0	1
8"	0	1	0	1
10"	0	1	1	2
12"	0	0	0	0
Total	257	57	1	315
Equivalent Meters	258	166	41	466

Customer usage by customer class and ownership for the Test Year is summarized in Table 2-3. Resale usage is expected to account for 59 percent of Non-Owners' usage and 14 percent of total usage.

**Table 2-3. Test Year Customer Usage**

Customer Class	Usage, ccf/yr
Owners	
Residential	3,900,000
Commercial	2,440,000
Industrial	28,000
Seasonal	442,000
Sub-Total	6,810,000
Non-Owners	
Residential	45,000
Commercial	788,000
Resale	1,220,000
Sub-Total	2,053,000
Total	8,863,000

Peaking factors for Resale have been updated based on 2009 and 2010 measured data for average day, max day, and max hour. The maximum peaking factors over the two year historical period are shown in Table 2-4. The Resale peaking factors reflect that the Heights have two storage reservoirs.

**Table 2-4. Peaking Factors**

Customer Class	Max Day / Average Day	Max Hour / Average Hour
Owners		
Residential	2.60	4.00
Commercial	1.75	3.00
Industrial	1.50	2.00
Seasonal	3.50	6.00
Non-Owners		
Residential	2.60	4.00
Commercial	1.75	3.00
Resale	2.36	3.75
System Design Criteria	2.2	3.4

The table also shows the system design criteria, which were used to determine max day and max hour system-wide demands. By using the system criteria, CDM modeled the City's coincident system demands, per AWWA guidelines. Ideally, the actual system peaks would be used but the City calculation of peak hour without reservoir drawdown precludes use of those values. The City's actual peak day values closely match the design criteria.

## Section 3

# Revenue Requirements

Revenue requirements comprise operating and maintenance expenses as well as capital-related expenses. The following describes the O&M and capital-related expenses used to determine revenue requirements.

### 3.1 Operating and Maintenance Expenses

Operating and maintenance (O&M) expenses comprise the day-to-day expenses associated with operating and maintaining the water system. Expenses comprise administrative costs such as salary and benefits, billing and collection costs, power and chemical costs, and parts and supplies.

Per the MOU, modeled O&M costs after FY 2011 should be based on the budgeted costs as adjusted for the 3-year historical difference between budgeted and actual O&M expenditures. Even though FY 2011 is used as the Test Year in this analysis, the Resale rates will be enacted for FY 2012 and FY 2013; therefore, the O&M included in the model is based on the FY 2011 budget as adjusted per the MOU. CDM used an adjustment factor of 96.4 percent. Table 3-1 shows the comparison of budgeted to actual O&M for FY 2008 – FY 2010.

**Table 3-1. Historical Total Budgeted O&M Versus Actual O&M**

O&M	FY 2008	FY 2009	FY 2010	Total
Budgeted	10,340,433	11,176,770	10,901,335	32,418,538
Actual	10,347,193	10,407,011	10,501,368	31,255,572
Ratio	100.07%	93.11%	96.33%	<b>96.4%</b>

O&M costs are offset by O&M related non-rate revenue. Non-Rate revenue comes from fees and permit revenue, interest income, water line repairs on personal property, etc. Table 3-2 shows the O&M related revenue requirements, which total \$9.4 million. Note that the water supply fee expense and revenue are not included in the calculation of O&M and non-rate revenue.

O&M revenue requirements are further allocated based on ownership, functional cost components, and customer classes. These steps are shown in more detail in Section 4, but the ownership allocations are summarized in Table 3-3.

**Table 3-2. Total O&M Related Revenue Requirements**

Line Item	Total	Joint	Owners	Resale
Water Production				
Chemicals	\$614,132	\$614,132	\$0	\$0
All Other	\$2,141,694	\$2,141,694	\$0	\$0
High Service Pumping				
Utilities	\$925,536	\$925,536	\$0	\$0
All Other	\$231,384	\$231,384	\$0	\$0
System Pumping & Storage				
Utilities	\$327,794	\$125,996	\$87,125	\$114,672
All Other	\$106,051	\$40,764	\$28,188	\$37,100
Distribution System				
Fire Hydrants	\$159,077	\$0	\$159,077	\$0
All Other	\$2,029,244	\$1,018,571	\$1,010,673	\$0
Customer Billing & Meter Admin.	\$2,292,878	\$2,292,878	\$0	\$0
Admin.	\$1,277,084	\$1,277,084	\$0	\$0
O&M - Total	\$10,104,873	\$8,668,038	\$1,285,063	\$151,772
Less: Non-Rate O&M Revenue				
Water Permits	\$21,000	\$0	\$21,000	\$0
Misc. Revenue	\$13,644	\$0	\$13,644	\$0
Collection of Bad Debt	\$9,000	\$0	\$9,000	\$0
Sale of Material/Labor	\$200,000	\$180,000	\$20,000	\$0
Water Service Line Repair	\$400,000	\$0	\$400,000	\$0
Water Service Line Admin.	\$32,000	\$0	\$32,000	\$0
Hydrant Meter Rental Fee	\$10,000	\$0	\$10,000	\$0
Cost of Service	\$60,716	\$0	\$60,716	\$0
Total Non-Rate O&M Revenue	\$746,360	\$180,000	\$566,360	\$0
Total O&M Revenue Requirement	\$9,358,513	\$8,488,038	\$718,703	\$151,772

**Table 3-3. Summary of O&M Allocation by Ownership**

Ownership	O&M
Joint	
Owners	\$7,306,332
Resale	725,459
Other Non-Owners	456,247
Subtotal - Joint	\$8,488,038
Owners only	\$718,703
Resale only	\$151,772
Total	\$9,358,513
Resale Subtotal	\$877,231

## 3.2 Utility Basis Capital Costs

Per AWWA Manual 1, Resale rates should be calculated using the utility-basis. The utility-basis uses the depreciated value of system assets and a rate of return to determine the capital component of the revenue requirements. Therefore, Resale customers do not start contributing to the repayment of the capital associated with an asset until the asset is in service. The City recently placed several large improvements into service for which its citizens have been paying the costs as they were being constructed, and those costs will now also be recovered from the Heights.

The first step in determining utility-basis capital costs is calculating the net plant in service. Table 3-4 lists the net fixed assets and depreciation expense based on assets in the ground by the end of FY 2010. Table 3-5 shows similar information for Contributions in Aid of Construction (CIAC). CDM used FY 2010 in the analysis to avoid uncertainty associated with estimating Construction Work in Progress. The FY 2010 net fixed assets totaled \$100,387,486 (\$118,285,063 less CIAC of \$17,897,577).

**Table 3-4. Fixed Assets and Depreciation**

Fixed Asset	Original Cost	Annual Depreciation	Accumulated Depreciation Through FY 2010	Net Fixed Assets (Book Value FY 2010)	Allocated Depreciation Expense
Source of Supply					
#2 River Intake	\$4,332,094	\$40,214	\$704,980	\$3,627,114	\$40,214
#1 Intake Chnl Hdwrk	1,847,245	58,275	368,812	1,478,433	58,275
#1 Low Duty PS	455,306	2,366	449,982	5,324	2,366
Total Source of Supply	\$6,634,645	\$100,855	\$1,523,774	\$5,110,871	\$100,855
Water Treatment					
Plant Maint. Wrhs	\$17,990	\$0	\$17,990	\$0	\$0
Maint. & Persnl. Bldg.	74,490	0	74,490	0	0
Chem Bldg & Trtmnt Bsn	6,942,874	163,278	2,075,960	4,866,914	163,278
Filter Bldg, Clr Bsn & PS	33,447,118	1,180,283	9,034,029	24,413,089	1,180,283
Clear Well Standpipe	3,401,878	104,608	1,505,213	1,896,666	104,608
Yard Piping & Flumes	3,056,527	95,901	2,736,125	320,403	95,901
Site Work & Landscp	911,903	27,505	841,697	70,205	27,505
Plant Elec. Shop	559,167	18,639	48,150	511,017	18,639
Total Water Treatment	\$48,411,947	\$1,590,214	\$16,333,654	\$32,078,293	\$1,590,214
High Service Pumping Station	\$5,861,976	\$273,953	\$5,533,795	\$328,181	\$273,953
Distribution System PS					
Willett PS	\$1,697,027	\$107,882	\$769,377	\$927,650	107,882
Walter PS	3,700,205	121,688	219,860	3,480,345	121,688
Booster ST-12 Av N & N27	6,230	0	0	6,230	0
Leavens PS	830,446	43,060	815,581	14,865	14,865
Staples PS	2,702,665	81,080	344,590	2,358,075	81,080
Booster ST-17 W & Poly	16,089	0	16,089	0	0
Waldo PS	452,109	7,794	105,944	346,164	7,794
Voelker Pump	1,370,143	66,497	1,097,747	272,395	66,497
Chapple PS	948,342	44,968	805,671	142,670	44,968
Thomas PS	79,522	71	480	79,042	71
Total Distribution System PS	\$11,802,776	\$473,039	\$4,175,340	\$7,627,436	\$444,844
Reservoirs & Tanks					
Leavens #1	80,527	0	80,527	0	0
Leavens #2	11,369	0	11,369	0	0
Staples #1	2,092,023	101,951	907,343	1,184,681	101,951
Staples #2	187,177	0	187,177	0	0
Staples #3	72,559	1,401	60,533	12,026	1,401
Fox	1,000,271	25,929	656,582	343,689	25,929
Waldo	40,509	0	40,509	0	0
Logan	330,763	16,475	246,691	84,072	16,475
Christensen	3,403,350	162,457	2,910,695	492,655	162,457
Zone 4	223,587	8,656	19,477	204,111	8,656
Total Reservoirs & Tanks	\$7,442,134	\$316,870	\$5,120,902	\$2,321,232	\$316,870
T&D System					
Transmission 12" & Up	\$52,095,532	\$1,194,836	\$18,028,714	\$34,066,818	\$1,194,836
Distribution < 12"	51,163,051	1,232,055	17,360,383	33,802,667	1,232,055
Total T&D	\$103,258,583	\$2,426,892	\$35,389,098	\$67,869,485	\$2,426,892
Meters & Hydrants					
Service Connections	\$29,182	\$0	\$29,182	\$0	\$0
Meters	4,175,000	203,027	3,751,955	423,045	203,027
Hydrants	2,463,141	68,751	1,327,028	1,136,113	68,751
Hydrant Mains	1,302,505	30,931	856,360	446,145	30,931
Total Meters & Hydrants	\$7,969,827	\$302,709	\$5,964,526	\$2,005,302	\$302,709

Fixed Asset	Original Cost	Annual Depreciation	Accumulated Depreciation Through FY 2010	Net Fixed Assets (Book Value FY 2010)	Allocated Depreciation Expense
General Plant					
Utilities Service Center	\$590,308	\$23,265	\$482,806	\$107,501	\$23,265
Heater Storage Bldg.	61,036	1,652	60,612	423	423
Cold Storage Bldg.	108,157	533	105,716	2,442	533
Rights & Licenses	68,101	681	64,585	3,516	681
Transportation Equip.	825,770	77,835	520,521	305,249	77,835
Lab & Test Equip.	290,481	24,940	171,856	118,625	24,940
Communication Equip.	1,157,049	110,878	885,160	271,889	110,878
Tools & Working Equip.	323,408	26,137	262,814	60,594	26,137
Office Furniture & Equip.	335,033	50,278	288,761	46,272	46,272
Gas Pumps	46,833	1,610	31,354	15,479	1,610
Heated Stg Bldg & Stg Yd	13,268	663	995	12,273	663
Total General Plant	\$3,819,444	\$318,472	\$2,875,181	\$944,263	\$313,237
Grand Total	\$195,201,332	\$5,803,005	\$76,916,269	\$118,285,063	\$5,769,575

Table 3-5. Fixed Assets and Depreciation – CIAC and Net

Fixed Asset	Original Cost	Annual Depreciation	Accumulated Depreciation Through FY 2010	Net Fixed Assets (Book Value FY 2010)	Allocated Depreciation Expense
Less CIAC					
Voelker Pump	(\$127,678)	(\$3,830)	(\$104,376)	(\$23,302)	(\$3,830)
Fox Reservoir	(154,511)	0	(154,511)	0	0
Transmission 12" & Up	(10,101,560)	(254,172)	(4,361,431)	(5,740,129)	(254,172)
Distribution < 12"	(14,825,736)	(331,206)	(6,598,353)	(8,227,383)	(331,206)
Hydrants	(1,165,561)	(34,091)	(604,554)	(561,007)	(34,091)
Hydrant Mains	(621,567)	(17,225)	(355,211)	(266,356)	(17,225)
#2 River Intake	(25,974)	0	0	(25,974)	0
Chem Bldg & Trtmnt	(3,331,010)	(66,620)	(277,584)	(3,053,426)	(66,620)
Total CIAC	(\$30,353,596)	(\$707,144)	(\$12,456,019)	(\$17,897,577)	(\$707,144)
Net	\$164,847,736	\$5,095,860	\$64,460,250	\$100,387,486	\$5,062,430

The net fixed assets of \$100,387,486 are further reduced by capital-related non-rate revenue of \$182,900 from interest earnings, resulting in a final net fixed asset amount of \$100,204,586. The next steps involve allocating the net plant based on ownership, functional cost components, and customer classes. These steps are shown in more detail in Section 4, but the ownership allocations are summarized in Table 3-6.

Table 3-6. Allocation of Net Plant and Depreciation Expense

Ownership	Net Fixed Asset	Depreciation Expense
Joint		
Owners	\$52,585,838	\$2,782,499
Resale	7,575,882	382,155
Other Non-Owners	4,313,911	216,606
Subtotal - Joint	\$64,475,630	\$3,381,260
Owners only	\$34,336,818	\$1,632,495
Resale only	\$1,392,138	\$48,675
Total	\$100,204,586	\$5,062,430
Owner Subtotal	\$86,922,656	\$4,414,994
Non-Owner Subtotal	\$13,281,930	\$647,436

Table 3-7 shows the utility basis capital costs for Non-Owners and Owners. The rate of return for Non-Owners is based on the weighted average cost of capital. The WACC is based on the rate of return on equity, which is set per the MOU at 9.55 percent, and on the effective interest rate on outstanding debt. This results in a rate of return of 8.63 percent. Owners pay the balance of capital costs based on total revenue requirements.

**Table 3-7. Utility Basis Capital Costs**

Line Item	Amount
<b>Utility Basis Capital Costs for Non-Owners</b>	
Return on Rate Base	
Rate Base	
Net Plant in Service	\$13,281,930
Allowance for Working Capital	\$166,685
Total Rate Base	\$13,448,615
Rate of Return	8.63%
Total Rate of Return on Rate Base	\$1,160,010
Depreciation Less Amortization Expense	\$647,436
Net Utility Basis Capital Costs	\$1,807,446
<b>Utility Basis Capital Costs for Owners</b>	
Return on Rate Base	
Rate Base	
Net Plant in Service	\$86,922,656
Allowance for Working Capital	\$1,003,129
Total Rate Base	\$87,925,785
Rate of Return	6.12%
Return on Rate Base	\$5,381,777
Depreciation Less Amortization Expense	\$4,414,994
Net Utility Basis Capital Costs	\$9,796,771
Total Utility Basis Capital Revenue Requirement	\$11,604,217

### 3.3 Revenue Requirement

Combining the O&M (\$9,358,513) and Capital costs (\$11,604,217) results in a total revenue requirement, on a utility-basis, of \$20,962,730.

## Section 4 Allocations

### 4.1 Customer Class Allocations

To determine the cost of service to a particular customer class, costs must be allocated to the various customer classes and functional cost components. Table 4-1 shows the assignment of customer classes to the ownership categories of Joint, Owners, and Resale. All costs that are considered Joint costs (costs borne by both Owners and Non-Owners) are allocated to all customer classes. Costs that are only Owners costs are allocated to all customer classes under Owners, and Resale related costs are only assigned to the Resale customer class.

**Table 4-1. Assignment of Customer Classes to Ownership Cost Categories**

Customer Class	Joint	Owners	Resale
Owners			
Residential	1	1	0
Commercial	1	1	0
Industrial	1	1	0
Seasonal	1	1	0
Non-Owners			
Residential	1	0	0
Commercial	1	0	0
Resale	1	0	1

Table 4-2 shows the allocation of customer service characteristics to the customer classes. The Base, Max Day and Max Hour percentages are based on the projected customer class water usage compared to total projected water usage. Customer allocation is the ratio of a class's number of accounts divided by the total number of accounts. Meter allocation is the ratio of a class's equivalent meters to total equivalent meters. These percentages are then further allocated based on the assignment of customer classes shown in Table 4-1. These allocations are presented in Appendix A.

**Table 4-2. Summary of Customer Service Characteristics**

Customer Class	Base	Max Day	Max Hour	Customer	Meter	Direct Fire
Owners						
Residential	44.0%	45.4%	20.0%	88.1%	79.8%	0.0%
Commercial	27.5%	13.3%	11.2%	10.2%	17.7%	0.0%
Industrial	0.3%	0.1%	0.1%	0.0%	0.1%	0.0%
Seasonal	5.0%	8.0%	4.0%	0.6%	0.9%	0.0%
Public Fire Protection	0.0%	13.8%	46.5%	0.0%	0.0%	85.0%
Private Fire Protection	0.0%	2.3%	7.6%	0.0%	0.0%	14.0%
Non-Owners						
Residential	0.5%	0.5%	0.2%	0.9%	0.8%	0.0%
Commercial	8.9%	4.3%	3.6%	0.2%	0.5%	0.0%
Resale	13.8%	12.1%	6.2%	0.0%	0.1%	0.0%
Private Fire Protection	0.0%	0.2%	0.6%	0.0%	0.0%	1.1%
Total	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

## 4.2 O&M Cost Allocations

As with customer classes, O&M costs must also be allocated to ownership cost categories and functional cost components. Table 3-2 in the previous section shows the allocation of O&M revenue requirements to Joint, Owners, and Resale. Those costs can be further allocated to functional cost components as follows:

- Base
- Max Day
- Max Hour
- Customer
- Meter
- Direct Fire

Base, Max Day, and Max Hour related costs contribute to the consumption component of the water charge. Customer and Meter costs contribute to the fixed water charge component. Direct Fire costs are allocated to fire service charges.

Tables 4-3 and 4-4 show the allocation of Joint and Resale O&M costs, respectively, to the functional cost components.

**Table 4-3. Joint O&M Costs by Functional Cost Component**

Line Item	Total	Base	Max Day	Max Hour	Customer	Meter	Direct Fire
Water Production							
Chemicals	\$614,132	\$614,132	\$0	\$0	\$0	\$0	\$0
All Other	2,141,694	973,497	1,168,197	0	0	0	0
High Service Pumping							
Utilities	925,536	740,429	185,107	0	0	0	0
All Other	231,384	105,175	126,209	0	0	0	0
System Pumping & Storage							
Utilities	125,996	100,797	25,199	0	0	0	0
All Other	40,764	18,529	22,235	0	0	0	0
Distribution System							
Fire Hydrants	0	0	0	0	0	0	0
All Other	1,018,571	299,580	359,496	359,496	0	0	0
Customer Billing & Meter Admin.	2,292,878	0	0	0	1,423,877	869,001	0
Admin.	1,277,084	316,268	379,521	131,409	261,254	159,445	29,187
<b>O&amp;M - Total</b>	<b>\$8,668,038</b>	<b>\$3,168,406</b>	<b>\$2,265,964</b>	<b>\$490,905</b>	<b>\$1,685,131</b>	<b>\$1,028,445</b>	<b>\$29,187</b>
Less: O&M Non-Rate Rev							
Water Permits	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Misc. Revenue	0	0	0	0	0	0	0
Collection of Bad Debt	0	0	0	0	0	0	0
Sale of Material/Labor	180,000	68,114	47,287	14,604	29,033	17,719	3,244
Water Srvc Line Repair	0	0	0	0	0	0	0
Water Srvc Line Admin.	0	0	0	0	0	0	0
Hydrant Mtr Rental Fee	0	0	0	0	0	0	0
Cost of Service	0	0	0	0	0	0	0
<b>Total O&amp;M Non-Rate Rev</b>	<b>\$180,000</b>	<b>\$68,114</b>	<b>\$47,287</b>	<b>\$14,604</b>	<b>\$29,033</b>	<b>\$17,719</b>	<b>\$3,244</b>
<b>Total Joint O&amp;M Rev Requirement</b>	<b>\$8,488,038</b>	<b>\$3,100,292</b>	<b>\$2,218,677</b>	<b>\$476,302</b>	<b>\$1,656,098</b>	<b>\$1,010,726</b>	<b>\$25,944</b>

**Table 4-4. Resale O&M Costs by Functional Cost Component**

Line Item	Total	Base	Max Day	Max Hour	Customer	Meter	Direct Fire
Water Production							
Chemicals	\$0	\$0	\$0	\$0	\$0	\$0	\$0
All Other	0	0	0	0	0	0	0
High Service Pumping							
Utilities	0	0	0	0	0	0	0
All Other	0	0	0	0	0	0	0
System Pumping & Storage							
Utilities	114,672	91,738	22,934	0	0	0	0
All Other	37,100	16,864	20,236	0	0	0	0
Distribution System							
Fire Hydrants	0	0	0	0	0	0	0
All Other	0	0	0	0	0	0	0
Customer Billing & Meter Admin.	0	0	0	0	0	0	0
Admin.	0	0	0	0	0	0	0
O&M - Total	\$151,772	\$108,601	\$43,171	\$0	\$0	\$0	\$0
Less Non-Rate O&M Revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Resale O&M Rev Requirement	\$151,772	\$108,601	\$43,171	\$0	\$0	\$0	\$0

Tables 4-5 and 4-6 show the allocation of Joint and Resale related O&M costs to the customer classes.

**Table 4-5. Allocation of Joint O&M Costs to Customer Class**

Customer Class	Total	Base	Max Day	Max Hour	Customer	Meter	Direct Fire
Owners							
Residential	\$4,732,156	\$1,364,227	\$1,006,814	\$95,251	\$1,459,179	\$806,685	\$0
Commercial	1,549,715	853,516	295,268	53,208	168,685	179,038	0
Industrial	13,369	9,794	2,259	244	119	952	0
Seasonal	370,353	154,612	178,290	19,277	9,365	8,809	0
Public Fire Protection	550,306	0	306,996	221,270	0	0	22,041
Private Fire Protection	90,433	0	50,449	36,362	0	0	3,622
Non-Owners							
Residential	52,204	\$15,741	\$11,617	\$1,099	\$15,297	\$8,449	\$0
Commercial	397,021	275,644	95,357	17,184	3,393	5,444	0
-Resale	725,459	426,758	267,709	29,584	60	1,349	0
Private Fire Protection	7,023	0	3,918	2,824	0	0	281
Total - Joint	\$8,488,038	\$3,100,292	\$2,218,677	\$476,302	\$1,656,098	\$1,010,726	\$25,944

**Table 4-6. Allocation of Resale O&M Costs to Customer Class**

Customer Class	Total	Base	Max Day	Max Hour	Customer	Meter	Direct Fire
Owners	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Non-Owners							
Residential	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Commercial	0	0	0	0	0	0	0
Resale	151,772	108,601	43,171	0	0	0	0
Private Fire Protection	0	0	0	0	0	0	0
Total - Resale	\$151,772	\$108,601	\$43,171	\$0	\$0	\$0	\$0

## 4.3 Fixed Asset Allocations

The fixed assets shown in Section 3 were allocated to ownership, functional cost, and customer class categories similarly to O&M costs. Table 4-7 shows the allocation of fixed assets to the ownership categories.

**Table 4-7. Allocation of Net Fixed Assets to Ownership Categories**

Fixed Asset	Joint	Owners	Resale	Total
Source of Supply				
#2 River Intake	\$3,627,114	\$0	\$0	\$3,627,114
#1 Intake Chnl Hdwrk	1,478,433	0	0	1,478,433
#1 Low Duty PS	5,324	0	0	5,324
Total Source of Supply	\$5,110,871	\$0	\$0	\$5,110,871
Water Treatment				
Plant Maint. Wrhs	\$0	\$0	\$0	\$0
Maint. & Persnl. Bldg.	0	0	0	0
Chem Bldg & Trtmnt Bsn	4,866,914	0	0	4,866,914
Filter Bldg, Clr Bsn & PS	24,413,089	0	0	24,413,089
Clear Well Standpipe	1,896,666	0	0	1,896,666
Yard Piping & Flumes	320,403	0	0	320,403
Site Work & Landscp	70,205	0	0	70,205
Plant Elec. Shop	511,017	0	0	511,017
Total Water Treatment	\$32,078,293	\$0	\$0	\$32,078,293
High Service Pumping Station	\$328,181	\$0	\$0	\$328,181
Distribution System PS				
Willett PS	\$0	\$927,650	\$0	\$927,650
Walter PS	0	2,088,207	1,392,138	3,480,345
Booster ST-12 Av N & N27	0	6,230	0	6,230
Leavens PS	0	14,865	0	14,865
Staples PS	0	2,358,075	0	2,358,075
Booster ST-17 W & Poly	0	0	0	0
Waldo PS	0	346,164	0	346,164
Voelker Pump	0	272,395	0	272,395
Chapple PS	0	142,670	0	142,670
Thomas PS	0	79,042	0	79,042
Total Distribution System PS	\$0	\$6,235,298	\$1,392,138	\$7,627,436
Reservoirs & Tanks				
Leavens #1	\$0	\$0	\$0	\$0
Leavens #2	0	0	0	0
Staples #1	0	1,184,681	0	1,184,681
Staples #2	0	0	0	0
Staples #3	0	12,026	0	12,026
Fox	343,689	0	0	343,689
Waldo	0	0	0	0
Logan	0	84,072	0	84,072
Christensen	0	492,655	0	492,655
Zone 4	0	204,111	0	204,111
Total Reservoirs & Tanks	\$343,689	\$1,977,544	\$0	\$2,321,232
T&D System				
Transmission 12" & Up	\$34,066,818	\$0	\$0	\$34,066,818
Distribution < 12"	0	33,802,667	0	33,802,667
Total T&D	\$34,066,818	\$33,802,667	\$0	\$67,869,485
Meters & Hydrants				
Service Connections	\$0	\$0	\$0	\$0
Meters	423,045	0	0	423,045
Hydrants	0	1,136,113	0	1,136,113
Hydrant Mains	0	446,145	0	446,145
Total Meters & Hydrants	\$423,045	\$1,582,257	\$0	\$2,005,302
General Plant				
Utilities Service Center	\$107,501	\$0	\$0	\$107,501
Heater Storage Bldg.	423	0	0	423

Fixed Asset	Joint	Owners	Resale	Total
Cold Storage Bldg.	2,442	0	0	2,442
Rights & Licenses	3,516	0	0	3,516
Transportation Equip.	305,249	0	0	305,249
Lab & Test Equip.	118,625	0	0	118,625
Communication Equip.	271,889	0	0	271,889
Tools & Working Equip.	60,594	0	0	60,594
Office Furniture & Equip.	46,272	0	0	46,272
Gas Pumps	15,479	0	0	15,479
Heated Stg Bldg & Stg Yd	12,273	0	0	12,273
Total General Plant	\$944,263	\$0	\$0	\$944,263
Grand Total	\$73,295,159	\$43,597,767	\$1,392,138	\$118,285,063
Less CIAC				
Voelker Pump	\$0	(\$23,302)	\$0	(\$23,302)
Fox Reservoir	0	0	0	0
Transmission 12" & Up	(5,740,129)	0	0	(5,740,129)
Distribution < 12"	0	(8,227,383)	0	(8,227,383)
Hydrants	0	(561,007)	0	(561,007)
Hydrant Mains	0	(266,356)	0	(266,356)
#2 River Intake	(25,974)	0	0	(25,974)
Chem Bldg & Trtmnt	(3,053,426)	0	0	(3,053,426)
Total CIAC	(\$8,819,529)	(\$9,078,048)	\$0	(\$17,897,577)
Less: Capital-Related Non-Rate Rev.				
Late Payment Interest	\$0	(\$42,000)	0	(\$42,000)
Interest Earnings (Op Funds)	0	(140,900)	0	(140,900)
Total Capital-Related NNR	\$0	(\$182,900)	\$0	(\$182,900)
Net Plant	\$64,475,630	\$34,336,818	\$1,392,138	\$100,204,586

Net fixed assets are allocated to functional cost components for Joint and Resale, respectively, in Tables 4-8 and 4-9. Note that capital costs are typically not allocated to the customer functional cost component.

**Table 4-8. Allocation of Joint Net Fixed Assets to Functional Cost Component**

Fixed Asset	Total	Base	Max Day	Max Hour	Meter	Direct Fire
Source of Supply						
#2 River Intake	\$3,627,114	\$3,627,114	\$0	\$0	\$0	\$0
#1 Intake Chnl Hdwrk	1,478,433	672,015	806,418	0	0	0
#1 Low Duty PS	5,324	2,420	2,904	0	0	0
Total Source of Supply	\$5,110,871	\$4,301,549	\$809,322	\$0	\$0	\$0
Water Treatment						
Plant Maint. Wrhs	\$0	\$0	\$0	\$0	\$0	\$0
Maint. & Persnl. Bldg.	0	0	0	0	0	0
Chem Bldg & Trtmnt Bsn	4,866,914	2,212,233	2,654,680	0	0	0
Filter Bldg, Clr Bsn & PS	24,413,089	11,096,859	13,316,230	0	0	0
Clear Well Standpipe	1,896,666	862,121	1,034,545	0	0	0
Yard Piping & Flumes	320,403	145,638	174,765	0	0	0
Site Work & Landscp	70,205	31,912	38,294	0	0	0
Plant Elec. Shop	511,017	232,280	278,736	0	0	0
Total Water Treatment	\$32,078,293	\$14,581,042	\$17,497,251	\$0	\$0	\$0
High Service PS	\$328,181	\$149,173	\$179,008	\$0	\$0	\$0
Total Distribution System PS	\$0	\$0	\$0	\$0	\$0	\$0
Reservoirs & Tanks						
Leavens #1	0	0	0	0	0	0
Leavens #2	0	0	0	0	0	0
Staples #1	0	0	0	0	0	0
Staples #2	0	0	0	0	0	0
Staples #3	0	0	0	0	0	0
Fox	343,689	101,085	121,302	121,302	0	0
Waldo	0	0	0	0	0	0

Fixed Asset	Total	Base	Max Day	Max Hour	Meter	Direct Fire
Logan	0	0	0	0	0	0
Christensen	0	0	0	0	0	0
Zone 4	0	0	0	0	0	0
Total Reservoirs & Tanks	\$343,689	\$101,085	\$121,302	\$121,302	\$0	\$0
T&D System						
Transmission 12" & Up	\$34,066,818	\$10,019,652	\$12,023,583	\$12,023,583	\$0	\$0
Distribution < 12"	0	0	0	0	0	0
Total T&D	\$34,066,818	\$10,019,652	\$12,023,583	\$12,023,583	\$0	\$0
Meters & Hydrants						
Service Connections	\$0	\$0	\$0	\$0	\$0	\$0
Meters	423,045	0	0	0	423,045	0
Hydrants	0	0	0	0	0	0
Hydrant Mains	0	0	0	0	0	0
Total Meters & Hydrants	\$423,045	\$0	\$0	\$0	\$423,045	\$0
General Plant						
Utilities Service Center	\$107,501	\$40,737	\$44,064	\$21,428	\$457	\$815
Heater Storage Bldg.	423	160	174	84	2	3
Cold Storage Bldg.	2,442	925	1,001	487	10	19
Rights & Licenses	3,516	1,332	1,441	701	15	27
Transportation Equip.	305,249	115,672	125,121	60,845	1,297	2,314
Lab & Test Equip.	118,625	118,625	0	0	0	0
Communication Equip.	271,889	103,030	111,446	54,196	1,155	2,062
Tools & Working Equip.	60,594	22,962	24,837	12,078	257	459
Office Furniture & Equip.	46,272	17,535	18,967	9,223	197	351
Gas Pumps	15,479	5,866	6,345	3,085	66	117
Heated Stg Bldg & Stg Yd	12,273	4,651	5,031	2,446	52	93
Total General Plant	\$944,263	\$431,494	\$338,426	\$164,575	\$3,508	\$6,260
Less CIAC						
Voelker Pump	\$0	\$0	\$0	\$0	\$0	\$0
Fox Reservoir	0	0	0	0	0	0
Transmission 12" & Up	(5,740,129)	(1,688,273)	(2,2025,928)	(2,2025,928)	0	0
Distribution < 12"	0	0	0	0	0	0
Hydrants	0	0	0	0	0	0
Hydrant Mains	0	0	0	0	0	0
#2 River Intake	(25,974)	(25,974)	0	0	0	0
Chem Bldg & Trtmnt	(3,053,426)	(1,387,921)	(1,665,505)	0	0	0
Total CIAC	(\$8,819,529)	(\$3,102,168)	(\$3,691,433)	(\$2,025,928)	0	0
Net Plant - Joint	\$64,475,630	\$26,481,827	\$27,277,459	\$10,283,531	\$426,553	\$6,260

Table 4-9. Allocation of Resale Net Fixed Assets to Functional Cost Categories

Fixed Asset	Total	Base	Max Day	Max Hour	Meter	Direct Fire
Source of Supply	\$0	\$0	\$0	\$0	\$0	\$0
Water Treatment	\$0	\$0	\$0	\$0	\$0	\$0
High Service PS	\$0	\$0	\$0	\$0	\$0	\$0
Distribution System PS						
Willet PS	\$0	\$0	\$0	\$0	\$0	\$0
Walter PS	1,392,138	632,790	759,348	0	0	0
Booster ST-12 Av N & N27	0	0	0	0	0	0
Leavens PS	0	0	0	0	0	0
Staples PS	0	0	0	0	0	0
Booster ST-17 W & Poly	0	0	0	0	0	0
Waldo PS	0	0	0	0	0	0
Voelker Pump	0	0	0	0	0	0
Chapple PS	0	0	0	0	0	0
Thomas PS	0	0	0	0	0	0
Total Distribution System PS	\$1,392,138	\$632,790	\$759,348	\$0	\$0	\$0
Reservoirs & Tanks	\$0	\$0	\$0	\$0	\$0	\$0
Transmission & Distribution	\$0	\$0	\$0	\$0	\$0	\$0
Meters & Hydrants	\$0	\$0	\$0	\$0	\$0	\$0

Fixed Asset	Total	Base	Max Day	Max Hour	Meter	Direct Fire
General Plant	\$0	\$0	\$0	\$0	\$0	\$0
Net Plant- Resale	\$1,392,138	\$632,790	\$759,348	\$0	\$0	\$0

Tables 4-10 and 4-11 show the allocation of Joint and Resale net fixed assets to customer classes.

**Table 4-10. Allocation of Joint Related Net Fixed Assets to Customer Class**

Customer Class	Total	Base	Max Day	Max Hour	Meter	Direct Fire
Owners						
Residential	\$26,428,032	\$11,652,841	\$12,378,251	\$2,056,498	\$340,442	\$0
Commercial	12,144,990	7,290,495	3,630,160	1,148,777	75,559	0
Industrial	117,108	83,661	27,772	5,273	402	0
Seasonal	3,932,551	1,320,655	2,191,982	416,196	3,717	0
Public FP	8,556,974	0	3,774,347	4,777,309	0	5,318
Private FP	1,406,183	0	620,245	785,064	0	874
Non-Owners						
Residential	304,577	134,456	142,826	23,729	3,566	0
Commercial	3,900,130	2,354,471	1,172,363	370,998	2,297	0
Resale	7,575,882	3,645,248	3,291,345	638,720	569	0
Private FP	109,204	0	48,168	60,968	0	68
Total - Joint	\$64,475,630	\$26,481,827	\$27,277,459	\$10,283,531	\$426,553	\$6,260

**Table 4-11. Allocation of Resale Related Net Fixed Assets to Customer Class**

Customer Class	Total	Base	Max Day	Max Hour	Meter	Direct Fire
Owners	\$0	\$0	\$0	\$0	\$0	\$0
Non-Owners						
Residential	0	0	0	0	0	0
Commercial	0	0	0	0	0	0
Resale	1,392,138	632,790	759,348	0	0	0
Private FP	0	0	0	0	0	0
Total - Resale	\$1,392,138	\$632,790	\$759,348	\$0	\$0	\$0

## 4.4 Depreciation Allocations

Tables 4-12 through 4-16 show the allocations of depreciation expenses similar to the allocations for O&M and Fixed Assets.

**Table 4-12. Allocation of Depreciation Expense to Ownership Categories**

Fixed Asset	Joint	Owners	Resale	Total
Source of Supply				
#2 River Intake	\$40,214	\$0	\$0	\$40,214
#1 Intake Chnl Hdwrk	58,275	0	0	58,275
#1 Low Duty PS	2,366	0	0	2,366
Total Source of Supply	\$100,855	\$0	\$0	\$100,855
Water Treatment				
Plant Maint. Wrhs	\$0	\$0	\$0	\$0
Maint. & Persnl. Bldg.	0	0	0	0
Chem Bldg & Trtmnt Bsn	163,278	0	0	163,278
Filter Bldg, Clr Bsn & PS	1,180,283	0	0	1,180,283
Clear Well Standpipe	104,608	0	0	104,608
Yard Piping & Flumes	95,901	0	0	95,901
Site Work & Landscp	27,505	0	0	27,505
Plant Elec. Shop	18,639	0	0	18,639
Total Water Treatment	\$1,590,214	\$0	\$0	\$1,590,214

Fixed Asset	Joint	Owners	Resale	Total
High Service Pumping Station	\$273,953	\$0	\$0	\$273,953
Distribution System PS				
Willett PS	\$0	\$107,882	\$0	\$107,882
Walter PS	0	73,013	48,675	121,688
Booster ST-12 Av N & N27	0	0	0	0
Leavens PS	0	14,865	0	14,865
Staples PS	0	81,080	0	81,080
Booster ST-17 W & Poly	0	0	0	0
Waldo PS	0	7,794	0	7,794
Voelker Pump	0	66,497	0	66,497
Chapple PS	0	44,968	0	44,968
Thomas PS	0	71	0	71
Total Distribution System PS	\$0	\$396,169	\$48,675	\$444,844
Reservoirs & Tanks				
Leavens #1	\$0	\$0	\$0	\$0
Leavens #2	0	0	0	0
Staples #1	0	101,951	0	101,951
Staples #2	0	0	0	0
Staples #3	0	1,401	0	1,401
Fox	25,929	0	0	25,929
Waldo	0	0	0	0
Logan	0	16,475	0	16,475
Christensen	0	162,457	0	162,457
Zone 4	0	8,656	0	8,656
Total Reservoirs & Tanks	\$25,929	\$290,941	\$0	\$316,870
T&D System				
Transmission 12" & Up	\$1,194,836	\$0	\$0	\$1,194,836
Distribution < 12"	0	1,232,055	0	1,232,055
Total T&D	\$1,194,836	\$1,232,055	\$0	\$2,426,892
Meters & Hydrants				
Service Connections	\$0	\$0	\$0	\$0
Meters	203,027	0	0	203,027
Hydrants	0	68,751	0	68,751
Hydrant Mains	0	30,931	0	30,931
Total Meters & Hydrants	\$203,027	\$99,682	\$0	\$302,709
General Plant				
Utilities Service Center	\$23,265	\$0	\$0	\$23,265
Heater Storage Bldg.	423	0	0	423
Cold Storage Bldg.	533	0	0	533
Rights & Licenses	681	0	0	681
Transportation Equip.	77,835	0	0	77,835
Lab & Test Equip.	24,940	0	0	24,940
Communication Equip.	110,878	0	0	110,878
Tools & Working Equip.	26,137	0	0	26,137
Office Furniture & Equip.	46,272	0	0	46,272
Gas Pumps	1,610	0	0	1,610
Heated Stg Bldg & Stg Yd	663	0	0	663
Total General Plant	\$313,237	\$0	\$0	\$313,237
Grand Total	\$3,702,052	\$2,018,847	\$48,675	\$5,769,575
Less CIAC				
Voelker Pump	\$0	(\$3,830)	\$0	(\$3,830)
Fox Reservoir	0	0	0	0
Transmission 12" & Up	(254,172)	0	0	(254,172)
Distribution < 12"	0	(331,206)	0	(331,206)
Hydrants	0	(34,091)	0	(34,091)
Hydrant Mains	0	(17,225)	0	(17,225)
#2 River Intake	0	0	0	0
Chem Bldg & Trtmnt	(66,620)	0	0	(66,620)
Total CIAC	(\$320,792)	(\$386,353)	\$0	(\$707,144)
Net Plant	\$3,381,260	\$1,632,495	\$48,675	\$5,062,430

Table 4-13. Allocation of Joint Depreciation Expense to Functional Cost Component

Fixed Asset	Total	Base	Max Day	Max Hour	Meter	Direct Fire
Source of Supply						
#2 River Intake	\$40,214	\$40,214	\$0	\$0	\$0	\$0
#1 Intake Chnl Hdwrk	58,275	26,489	31,786	0	0	0
#1 Low Duty PS	2,366	1,076	1,291	0	0	0
Total Source of Supply	\$100,855	\$67,778	\$33,077	\$0	\$0	\$0
Water Treatment						
Plant Maint. Wrhs	\$0	\$0	\$0	\$0	\$0	\$0
Maint. & Persnl. Bldg.	0	0	0	0	0	0
Chem Bldg & Trtmnt Bsn	163,278	74,217	89,061	0	0	0
Filter Bldg, Clr Bsn & PS	1,180,283	536,492	643,790	0	0	0
Clear Well Standpipe	104,608	47,549	57,059	0	0	0
Yard Piping & Flumes	95,901	43,591	52,310	0	0	0
Site Work & Landscp	27,505	12,502	15,003	0	0	0
Plant Elec. Shop	18,639	8,472	10,167	0	0	0
Total Water Treatment	\$1,590,214	\$722,824	\$867,389	\$0	\$0	\$0
High Service PS	\$273,953	\$124,524	\$149,429	\$0	\$0	\$0
Distribution System PS	\$0	\$0	\$0	\$0	\$0	\$0
Reservoirs & Tanks						
Leavens #1	\$0	\$0	\$0	\$0	\$0	\$0
Leavens #2	0	0	0	0	0	0
Staples #1	0	0	0	0	0	0
Staples #2	0	0	0	0	0	0
Staples #3	0	0	0	0	0	0
Fox	25,929	7,626	9,152	9,152	0	0
Waldo	0	0	0	0	0	0
Logan	0	0	0	0	0	0
Christensen	0	0	0	0	0	0
Zone 4	0	0	0	0	0	0
Total Reservoirs & Tanks	\$25,929	\$7,626	\$9,152	\$9,152	\$0	\$0
T&D System						
Transmission 12" & Up	\$1,194,836	\$351,422	\$421,707	\$421,707	\$0	\$0
Distribution < 12"	0	0	0	0	0	0
Total T&D	\$1,194,836	\$351,422	\$421,707	\$421,707	\$0	\$0
Meters & Hydrants						
Service Connections	\$0	\$0	\$0	\$0	\$0	\$0
Meters	203,027	0	0	0	203,027	0
Hydrants	0	0	0	0	0	0
Hydrant Mains	0	0	0	0	0	0
Total Meters & Hydrants	\$203,027	\$0	\$0	\$0	\$203,027	\$0
General Plant						
Utilities Service Center	\$23,265	\$8,816	\$9,536	\$4,637	\$99	\$176
Heater Storage Bldg.	423	160	174	84	2	3
Cold Storage Bldg.	533	202	218	106	2	4
Rights & Licenses	681	258	279	136	3	5
Transportation Equip.	77,835	29,495	31,904	15,515	331	590
Lab & Test Equip.	24,940	24,940	0	0	0	0
Communication Equip.	110,878	42,016	45,448	22,101	471	841
Tools & Working Equip.	26,137	9,904	10,713	5,210	111	198
Office Furniture & Equip.	46,272	17,535	18,967	9,223	197	351
Gas Pumps	1,610	610	660	321	7	12
Heated Stg Bldg & Stg Yd	663	251	272	132	3	5
Total General Plant	\$313,237	\$134,188	\$118,172	\$57,466	\$1,225	\$2,186
Less CIAC						
Voelker Pump	\$0	\$0	\$0	\$0	\$0	\$0
Fox Reservoir	0	0	0	0	0	0
Transmission 12" & Up	(254,172)	(74,756)	(89,708)	(89,708)	0	0
Distribution < 12"	0	0	0	0	0	0
Hydrants	0	0	0	0	0	0
Hydrant Mains	0	0	0	0	0	0
#2 River Intake	0	0	0	0	0	0
Chem Bldg & Trtmnt	(66,620)	(30,282)	(36,338)	0	0	0

Fixed Asset	Total	Base	Max Day	Max Hour	Meter	Direct Fire
Total CIAC	(\$320,792)	(\$105,038)	(\$126,046)	(\$89,708)	0	0
Net Plant - Joint	\$3,381,260	\$1,303,325	\$1,472,880	\$398,617	\$204,252	\$2,186

**Table 4-14. Allocation of Resale Depreciation Expense to Functional Cost Component**

Fixed Asset	Total	Base	Max Day	Max Hour	Meter	Direct Fire
Source of Supply	\$0	\$0	\$0	\$0	\$0	\$0
Water Treatment	\$0	\$0	\$0	\$0	\$0	\$0
High Service PS	\$0	\$0	\$0	\$0	\$0	\$0
Distribution System PS						
Willett PS	\$0	\$0	\$0	\$0	\$0	\$0
Walter PS	48,675	22,125	26,550	0	0	0
Booster ST-12 Av N & N27	0	0	0	0	0	0
Leavens PS	0	0	0	0	0	0
Staples PS	0	0	0	0	0	0
Booster ST-17 W & Poly	0	0	0	0	0	0
Waldo PS	0	0	0	0	0	0
Voelker Pump	0	0	0	0	0	0
Chapple PS	0	0	0	0	0	0
Thomas PS	0	0	0	0	0	0
Total Distribution System PS	\$48,675	\$22,125	\$26,550	\$0	\$0	\$0
Reservoirs & Tanks	\$0	\$0	\$0	\$0	\$0	\$0
Transmission & Distribution	\$0	\$0	\$0	\$0	\$0	\$0
Meters & Hydrants	\$0	\$0	\$0	\$0	\$0	\$0
General Plant	\$0	\$0	\$0	\$0	\$0	\$0
Net Plant - Resale	\$48,675	\$22,125	\$26,550	\$0	\$0	\$0

**Table 4-15. Allocation of Joint Depreciation Expense to Customer Class**

Customer Class	Total	Base	Max Day	Max Hour	Meter	Direct Fire
Owners						
Residential	\$1,484,617	\$573,504	\$668,379	\$79,715	\$163,019	\$0
Commercial	635,533	358,808	196,015	44,530	36,181	0
Industrial	6,014	4,117	1,500	204	192	0
Seasonal	201,269	64,997	118,359	16,133	1,780	0
Public FP	390,839	0	203,800	185,181	0	1,857
Private FP	64,227	0	33,491	30,431	0	305
Non-Owners						
Residential	16,957	6,617	7,712	920	1,707	0
Commercial	194,661	115,877	63,303	14,381	1,100	0
Resale	382,155	179,404	177,720	24,758	273	0
Private FP	4,988	0	2,601	2,363	0	24
Total - Joint	\$3,381,260	\$1,303,325	\$1,472,880	\$398,617	\$204,252	\$2,186

**Table 4-16. Allocation of Resale Depreciation Expense to Customer Class**

Customer Class	Total	Base	Max Day	Max Hour	Meter	Direct Fire
Owners	\$0	\$0	\$0	\$0	\$0	\$0
Non-Owners						
Residential	\$0	\$0	\$0	\$0	\$0	\$0
Commercial	0	0	0	0	0	0
Resale	48,675	22,125	26,550	0	0	0
Private FP	0	0	0	0	0	0
Total - Resale	\$48,675	\$22,125	\$26,550	\$0	\$0	\$0

## 4.5 Capital Cost Allocations

The utility-basis capital cost developed in Section 3 is also allocated to the functional cost components and customer classes as shown in Table 4-17.

**Table 4-17. Allocation of Capital Costs by Ownership and Functional Cost Component**

Customer Class	Total	Base	Max Day	Max Hour	Meter	Direct Fire
<b>Owners</b>						
Residential	\$4,727,704	\$2,014,133	\$2,199,068	\$476,203	\$38,299	\$0
Commercial	2,179,555	1,260,124	644,919	266,011	8,500	0
Industrial	20,661	14,460	4,934	1,221	45	0
Seasonal	714,479	228,268	389,418	96,374	418	0
Public FP	1,850,308	0	670,535	1,106,235	0	73,539
Private FP	304,064	0	110,190	181,790	0	12,085
<b>Total Owners</b>	<b>\$9,796,771</b>	<b>\$3,516,987</b>	<b>\$4,019,064</b>	<b>\$2,127,834</b>	<b>\$47,263</b>	<b>\$85,623</b>
<b>Non-Owners</b>						
Residential	\$41,448	\$18,297	\$19,436	\$3,229	\$485	\$0
Commercial	530,742	320,404	159,539	50,487	313	0
Resale	1,220,396	582,169	551,231	86,919	77	0
Private FP	14,861	0	6,555	8,297	0	9
<b>Total Non-Owners</b>	<b>\$1,807,446</b>	<b>\$920,869</b>	<b>\$736,761</b>	<b>\$148,931</b>	<b>\$875</b>	<b>\$9</b>

# Section 5

## Costs by Class and Proposed Rates

### 5.1 Costs by Class

The total cost of service by customer class and functional cost component is summarized in Table 5-1. The total cost of service is \$20,962,730, which is to be recovered from retail and Resale customers.

**Table 5-1. Total Cost of Service**

Customer Class	Total	Base	Max Day	Max Hour	Customer	Meter	Direct Fire
<b>Owners</b>							
Residential	\$9,629,285	\$3,473,113	\$3,337,596	\$641,001	\$1,377,769	\$799,806	\$0
Commercial	3,846,590	2,172,922	978,814	358,068	159,274	177,511	0
Industrial	35,124	24,935	7,488	1,644	112	944	0
Seasonal	1,131,954	393,620	591,033	129,726	8,842	8,733	0
Public FP	2,730,195	0	1,017,692	1,489,065	0	0	223,439
Private FP	448,658	0	167,239	244,701	0	0	36,718
<b>Non-Owners</b>							
Residential	93,651	34,038	31,053	4,328	15,297	8,935	0
Commercial	927,762	596,047	254,896	67,670	3,393	5,756	0
<b>Resale</b>	<b>2,097,627</b>	<b>1,117,528</b>	<b>862,111</b>	<b>116,502</b>	<b>60</b>	<b>1,426</b>	<b>0</b>
Private FP	21,884	0	10,473	11,121	0	0	291
<b>Total</b>	<b>\$20,962,730</b>	<b>\$7,812,204</b>	<b>\$7,258,394</b>	<b>\$3,063,826</b>	<b>\$1,564,747</b>	<b>\$1,003,112</b>	<b>\$260,447</b>

These costs of service are presented on a unit basis for the functional cost components for each customer class.

**Table 5-2. Summary of Unit Costs**

Customer Class	Base (\$/Ccf)	Max Day (\$/Ccf)	Max Hour (\$/Ccf)	Customer (\$/mo)	Meter (\$/mo) (1)	Direct Fire (\$/mo) (2)
<b>Owners</b>						
Residential	\$0.89	\$0.86	\$0.16	\$4.68	\$2.70	\$0.00
Commercial	0.89	0.40	0.15	4.68	2.70	0.00
Industrial	0.89	0.27	0.06	4.68	2.70	0.00
Seasonal	0.88	1.31	0.29	4.68	2.70	0.00
Public FP	NA	NA	NA	0.00	0.00	63.93
Private FP	NA	NA	NA	0.00	0.00	63.93
<b>Non-Owners</b>						
Residential	\$0.76	\$0.69	\$0.10	\$4.96	\$2.88	\$0.00
Commercial	0.76	0.32	0.09	4.96	2.88	0.00
<b>Resale</b>	<b>0.92</b>	<b>0.71</b>	<b>0.10</b>	<b>4.96</b>	<b>2.88</b>	<b>0.00</b>
Private FP	NA	NA	NA	0.00	0.00	40.15
(1) Based on a 3/4" equivalent meter.						
(2) Based on a 6" equivalent meter.						

## 5.2 Proposed Rates

Based on the analysis, CDM proposes an increase in the Resale water commodity charge from \$1.24/Ccf to \$1.72/Ccf for FY 2012. Commodity charges need to increase approximately 39 percent to pay for the upgrades to the Walter pump station and Water Plant / Filter upgrades. These upgrades each account for approximately 50 percent of the required increase.

The proposed rate for FY 2013 is only a 1 percent increase to \$1.75/Ccf. CDM proposes that monthly service charges remain the same through FY 2013. Table 5-3 presents the current and proposed Resale water rates.

**Table 5-3. Current and Proposed Resale Water Rates**

	Current	Proposed FY 2012	Proposed FY 2013
<b>Commodity</b>	\$1.24/Ccf	\$1.72/Ccf	\$1.75/Ccf
<b>Monthly Service</b>	\$/mo	\$/mo	\$/mo
3/4"	8.60	8.60	8.60
1"	9.80	9.80	9.80
1 1/2"	11.39	11.39	11.39
2"	15.78	15.78	15.78
3"	48.09	48.09	48.09
4"	60.01	60.01	60.01
6"	88.02	88.02	88.02
8"	119.98	119.98	119.98
10"	185.17	185.17	185.17

# Appendix A

## Percentages of Water Use

**Table A-1. Percentages of Water Use - Joint**

Customer Class	Base	Max Day	Max Hour	Customer	Meter	Direct Fire
<b>Owners</b>						
Residential	44.0%	45.4%	20.0%	88.1%	79.8%	0.0%
Commercial	27.5%	13.3%	11.2%	10.2%	17.7%	0.0%
Industrial	0.3%	0.1%	0.1%	0.0%	0.1%	0.0%
Seasonal	5.0%	8.0%	4.0%	0.6%	0.9%	0.0%
Public Fire Protection	0.0%	13.8%	46.5%	0.0%	0.0%	85.0%
Private Fire Protection	0.0%	2.3%	7.6%	0.0%	0.0%	14.0%
<b>Non-Owners</b>						
Residential	0.5%	0.5%	0.2%	0.9%	0.8%	0.0%
Commercial	8.9%	4.3%	3.6%	0.2%	0.5%	0.0%
Resale	13.8%	12.1%	6.2%	0.0%	0.1%	0.0%
Private Fire Protection	0.0%	0.2%	0.6%	0.0%	0.0%	1.1%
<b>Total</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>

**Table A-2. Percentages of Water Use - Owners**

Customer Class	Base	Max Day	Max Hour	Customer	Meter	Direct Fire
<b>Owners</b>						
Residential	57.3%	54.7%	22.4%	89.1%	81.0%	0.0%
Commercial	35.8%	16.0%	12.5%	10.3%	18.0%	0.0%
Industrial	0.4%	0.1%	0.1%	0.0%	0.1%	0.0%
Seasonal	6.5%	9.7%	4.5%	0.6%	0.9%	0.0%
Public Fire Protection	0.0%	16.7%	52.0%	0.0%	0.0%	85.9%
Private Fire Protection	0.0%	2.7%	8.5%	0.0%	0.0%	14.1%
<b>Non-Owners</b>						
Residential	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Commercial	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Resale	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Private Fire Protection	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
<b>Total</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>

**Table A-3. Percentages of Water Use – Resale**

Customer Class	Base	Max Day	Max Hour	Customer	Meter	Direct Fire
<b>Owners</b>						
Residential	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Commercial	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Industrial	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Seasonal	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Public Fire Protection	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Private Fire Protection	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
<b>Non-Owners</b>						
Residential	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Commercial	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Resale	100.0%	100.0%	100.0%	100.0%	100.0%	0.0%
Private Fire Protection	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
<b>Total</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>





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April 5, 2011

Ms. Jennifer Duray  
City of Billings  
Public Works Department  
2224 Montana Ave – 2<sup>nd</sup> Floor  
Billings, Montana 59101

Subject: **FINAL DRAFT** Water and Wastewater System Development Fee Update

Dear Ms. Duray:

CDM has completed our review of the City of Billings, Public Works Department (Billings) System Development Fee (SDF) for water and wastewater. Based on our review, CDM suggests that the water SDF should be separated for residential and non-residential customers and that the wastewater SDF should increase.

Currently, water SDFs are charged the same for residential and non-residential customers. Due to significantly different usage patterns between these two customer groupings, we suggest establishing residential and non-residential water SDFs. Based on our analysis, we propose that the ¾" Residential SDF decrease from \$2,504 to \$1,985. We propose that the rate for the new 1" non-residential SDF be \$10,861. The SDF would increase for other non-residential accounts based on ratios of meter capacities. New master metered multi-family is considered non-residential.

We find that the current wastewater SDF could be increased from \$1,778 to \$1,878 for ¾" meter customers. Again, customers with larger meters would pay more.

We have placed significant reliance upon Billing's book values, expansion plans, and projected capital improvement program in developing updated charges.

## **Introduction**

The SDF calculation has two parts. The first part is designed to recoup the historical costs of plant investment in proportion to the amount of reserve capacity available for new growth. The second part is designed to recover the costs of the future growth-related projects planned over the next 10 years. The approach is consistent with the requirements of the Montana Code Annotated 2009. CDM has calculated SDFs using available system capacity, costs of the existing system related to growth, costs for future projects related to growth, outstanding debt



Ms. Jennifer Duray  
April 5, 2011  
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allocated to growth, demand ratios, water equivalent meters, and wastewater equivalent dwelling units. The following discussion steps through the calculations, arriving at the proposed water and wastewater SDF charges.

## **Water SDF**

### ***System Capacity and Usage***

The current water system is designed to provide 60 mgd of finished water. The 6-year historical system peak day usage was 50.8 mgd, which occurred in 2007. This leaves 9.2 mgd, or 15.3 percent, of existing system capacity for growth.

Based on FY2011 account data and estimated FY2011 water usage, the average usage per account was calculated for residential and non-residential customers. Residential customers use an estimated average of 326 gpd while non-residential customers use an estimated average of 1,783 gpd. Based on this significant difference in usage, which is common throughout the industry, we developed water SDFs for residential and non-residential customers.

### ***Existing System Value***

The historical cost basis representing the existing system includes the estimated replacement cost new less depreciation (RCNLD) less outstanding debt principal plus cash on hand, less any SDF Fund balance. The RCNLD is based on the original asset cost adjusted to new costs based on a ratio of the Engineering News Record, Construction Cost Index (CCI) for Denver, December 2010 and the CCI for the construction year and estimated accumulated depreciation through FY2011.

Billings had over \$18.4 million in outstanding principal on existing water debt. Since new customers, through payment of the general water service rates, would be covering the capital carrying costs of the existing plant in service, the new customers' share of outstanding debt allocable to existing facilities should be subtracted from the RCNLD. The principal balance is adjusted for cash available on hand to pay for that principal.

The RCLND is further reduced by any available SDF Fund balance because CDM assumes that these funds are available to help fund growth-related projects and would reduce the total revenues required to recover those costs. Billings currently does not carry an SDF fund balance.

The adjusted system value is \$103.3 million. Of that total, 15.3 percent (or \$15.8 million) is available for growth (based on existing available capacity). This results in a unit cost of \$1.72/gpd. Multiplying by the average daily water usage of residential and non-residential customers results in a existing system buy-in component of \$561 for residential customers and \$3,069 for non-residential customers.



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### ***Cost of Future Facilities***

While the cost of future facilities are included in developing the SDF charge, not all costs associated with future facilities can be included since some projects partially or wholly benefit existing customers. Furthermore, some facilities, such as distribution system improvements, are not included in SDF calculations. The cost of each project was allocated based on the percent of the project that would benefit new customers. Billings provided information on the capital improvement program (CIP) and construction work in progress (CWIP) through 2021. CDM, working with Billings, identified the projects that are needed solely to provide service to new customers and those that benefit both new and existing customers. CDM identified additional projects in the CIP and CWIP that represent improvements or upgrades to the existing system where the facilities have capacity remaining to serve growth. Percent allocations to growth were either provided by Billings' staff or determined by CDM. Projects that solely benefit new customers were assigned 100% to growth. Projects that benefit new and existing customers were assigned a percentage based on the estimated portion of costs of each project needed to serve new customers. The additional projects identified by CDM were allocated to growth based on the amount of existing capacity currently available for growth and the timing for any needed system expansion, as determined in the 2006 Master Plan. The estimated CIP and CWIP that can be allocated to growth is \$83.9million.

The capacity associated with future facilities comprises the remaining 9.2 mgd of existing available capacity and the phase I expansion of the water system, which will be 10 mgd. Dividing the \$83.9 million in growth related capital costs by the growth-related capacity results in a unit cost of \$4.37/gpd. This results in a development component cost of the SDF of \$1,424 for residential and \$7,791 for non-residential.

### ***Schedule of Water System Development Fees***

Table 1, on the following page, shows the calculation of the water SDF system buy-in and development components, as well as the resultant charge for each meter size up to 4 inches. For customers that will be served by a larger meter, their SDF charge would be calculated on a case-by-case basis.

### ***Recommendation***

CDM recommends creating separate residential and non-residential SDF charges to reflect the significantly different usage patterns of these two customer types. This results in a slight decrease in the charge for residential customers and an increase in the charge to non-residential customers.



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**Table 1**  
**Basis of Proposed Water Connection Charge**

	Existing Capacity (gpd)	Peak Day System Usage (gpd)	Available Unused Capacity (gpd)	Percent for Growth	Usage, gpd / account
<b>Existing System</b>					
1 System Capacity	60,000,000	50,800,000	9,200,000	15.3%	
2 Residential Average Daily Water Usage					326
3 Com/Ind Average Daily Water Usage					1,783
<b>Existing System Buy-In Component</b>					
	RCNLD-Total	RCNLD-Growth	Unit cost	Cost / Res Act	Cost / Com- Ind Act
4 Total System Value	\$ 111,288,740				
5 Outstanding Debt Principal	\$ 18,438,406				
6 Cash on Hand	\$ 10,416,159				
7 SDF Fund Balance	\$ -				
8 Adjusted System Value	\$ 103,266,493	15,834,196	\$ 1.72	\$ 561	\$ 3,069
<b>Existing System Buy-In Component</b>				\$ 561	\$ 3,069
<b>Development Related New Facility Cost</b>					
	Estimated Cost	Capacity (gpd)	Unit cost	Cost / Res Act	Cost / Com- Ind Act
9 CWIP & CIP - Growth	\$ 83,881,175	19,200,000	\$ 4.37	\$ 1,424	\$ 7,791
<b>Development Related New Facility Cost</b>				\$ 1,424	\$ 7,791
<b>Total Connection Charge, \$/account</b>				<b>\$ 1,985</b>	<b>\$ 10,861</b>
<b>By Meter Size</b>					
	EM Capacity Ratio	Existing	Residential	Com/Ind	
3/4" or less	1.0	\$2,504	\$1,985	\$6,406	
1"	1.7	\$6,282	\$1,985	\$10,861	
1 1/2"	3.4	\$15,487	\$1,985	\$21,721	
2"	5.4	\$26,064	\$1,985	\$34,754	
3"	10.9	\$63,395	\$1,985	\$69,509	
4"	17.0	\$139,686	\$1,985	\$108,607	

larger than 4"  
 - on a case-by-case basis

**Notes:**

The base meter size for residential is 3/4" or less, and the base meter size for non-residential is 1".



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## **Wastewater SDF**

### ***System Capacity and Usage***

The current wastewater system is designed to handle a peak flow of 40 mgd. The 5-year historical system peak day flow was 26.5 mgd, which occurred in 2010. This leaves 13.5 mgd, or 33.8 percent, of existing capacity for growth.

Based on FY2011 account data and equivalent dwelling unit (EDU) factors used in previous wastewater SDF calculations, Billings has 51,484 EDUs. The average system capacity per EDU is 515 gpd.

Unlike the water system, data indicating relative wastewater discharges from residential and commercial customers is not available. While water usage is higher for commercial customers, it is not known if that water is all discharged to the wastewater system. In fact, it may be incorporated into the product, be irrigation water, or cooling water and not be discharged at all. Thus, CDM does not suggest a separate SDF for non-residential customers.

### ***Existing System Value***

The historical cost basis representing the existing system includes the estimated replacement cost new less depreciation (RCNLD) less outstanding debt principal plus cash on hand, less any SDF Fund balance. The RCNLD is based on the original asset cost adjusted to new costs based on a ratio of the Engineering News Record, Construction Cost Index (CCI) for Denver, December 2010 and the CCI for the construction year and estimated accumulated depreciation through FY2011.

Billings had approximately \$13.9 million in outstanding principal on existing wastewater debt. Since new customers, through payment of the general wastewater service rates, would be covering the capital carrying costs of the existing plant in service, the new customers' share of outstanding debt allocable to existing facilities should be subtracted from the RCNLD. The principal balance is adjusted for cash available on hand to pay for that principal.

The RCLND is further reduced by any available SDF Fund balance because CDM assumes that these funds are available to help fund growth-related projects and would reduce the total revenues required to recover those costs. Billings currently does not carry an SDF fund balance.

The adjusted system value is \$74.6 million. Of that total, 33.8 percent (or \$25.2 million) is available for growth (based on existing available capacity). This results in a unit cost of \$1.86/gpd. Multiplying by the system capacity per EDU results in an existing system buy-in component of \$959.



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### ***Cost of Future Facilities***

While the cost of future facilities are included in developing the SDF charge, not all costs associated with future facilities can be included since some projects partially or wholly benefit existing customers. Furthermore, some facilities, such as collection system improvements, are not included in SDF calculations. The cost of each project was allocated based on the percent of the project that would benefit new customers. Billings provided information on the capital improvement program (CIP) and construction work in progress (CWIP) through 2021. CDM, working with Billings, identified the projects that are needed solely to provide service to new customers and those that benefit both new and existing customers. CDM identified additional projects in the CIP and CWIP that represent improvements or upgrades to the existing system where the facilities have capacity remaining to serve growth. Percent allocations to growth were either provided by Billings' staff or determined by CDM. Projects that solely benefit new customers were assigned 100% to growth. Projects that benefit new and existing customers were assigned a percentage based on the estimated portion of costs of each project needed to serve new customers. The additional projects identified by CDM were allocated to growth based on the amount of existing capacity currently available for growth and the timing for any needed expansion, as determined in the 2006 Master Plan, for system expansion. The estimated CIP and CWIP that can be allocated to growth is \$27.7 million.

The capacity associated with future facilities comprises the remaining 13.5 mgd of existing available capacity and an additional 2 mgd as a result of the new wastewater treatment plant, which will be slightly larger than the existing plant. Dividing the \$27.7 million in growth related capital costs by the growth-related capacity results in a unit cost of \$1.78/gpd. This results in a development component cost of the SDF of \$919.

### ***Schedule of Wastewater System Development Fees***

Table 2, on the following page, shows the calculation of the wastewater SDF system buy-in and development components, as well as the resultant charge for each meter size up to 4 inches. For customers that will be served by a larger meter, their SDF charge would be calculated on a case-by-case basis.

### ***Recommendation***

CDM recommends increasing the wastewater SDF for a  $\frac{3}{4}$ " meter from \$1,778 to \$1,878.



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**Table 2**  
**Basis of Proposed Wastewater Connection Charge**

Existing System	Existing Capacity		Available	Percent
	(gpd)	Peak Day (gpd)	Unused Capacity (gpd)	
1 System Capacity	40,000,000	26,500,000	13,500,000	33.8%
2 Total Equivalent Dwelling Units (EDUs)		51,484		
3 System Capacity per EDU		515		
Existing System Buy-In Component				
	RCNLD-Total	RCNLD-Growth	Unit cost	Cost / EDU
4 Total System Value	\$ 86,182,635			
5 Outstanding Debt Principal	\$ 13,862,774			
6 Cash on Hand	\$ 2,237,366			
7 SDF Fund Balance	\$ -			
8 Adjusted System Value	\$ 74,557,228	25,163,064	\$ 1.86	\$ 959
Existing System Buy-In Component				\$ 959
Development Related New Facility Cost				
	Estimated Cost	Capacity (gpd)	Unit cost	Cost / EDU
9 CWIP & CIP - Growth	\$ 27,665,229	15,500,000	\$ 1.78	\$ 919
Development Related New Facility Cost				\$ 919
<b>Total Connection Charge, \$/EDU</b>				<b>\$ 1,878</b>
By Meter Size				
	Equivalency Factor	Existing	Proposed	
3/4" or less	1.00	\$1,778	\$1,878	
1"	3.07	\$5,464	\$5,766	
1 1/2"	8.91	\$15,850	\$16,734	
2"	15.38	\$27,342	\$28,885	
3"	39.90	\$70,948	\$74,937	
4"	93.41	\$166,086	\$175,434	
larger than 4"				
- on a case-by-case basis				



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We appreciate the opportunity to be of service in this matter. Please call us with any questions or concerns you have.

Very truly yours,

Jake Boomhouwer

Vice President

Camp Dresser & McKee Inc.

## **INTRODUCTION**

The last rate study was conducted in FY 2008 and implemented rates for FY 2009 through FY 2011. A rate study is needed to establish rates beginning July 1, 2011. CDM was hired to perform the rate studies for the City's resale customer (Billings Heights Water District) and System Development Fees and these analyses are available in separate reports. Public Works performed the rate study for wastewater and water retail customers internally and the outcomes of these analyses are presented in this report.

The major objective of conducting a comprehensive rate study is to determine the adequacy of the existing rates and provide the basis for any needed adjustments. A revenue requirement analysis was conducted to determine the overall rate adjustment required to provide sufficient revenues to ensure proper operation and maintenance (O&M) and continued development of the water and wastewater systems. The revenue requirements were then allocated to the various customers classes to ensure that the rates are cost-based and equitable.

It is important that the rate study analysis consider prudent financial planning criteria. The prudent financial planning criteria considered during the development of this study were as follows:

- Incorporate the use of long-term debt into the financial plans to better manage our water and wastewater rates. This helps avoid "rate shock" when investing in large capital projects. It is also more equitable to customers to pay for long-term assets over time as it associates cost with the period benefitted.
- Maintain a minimum debt service coverage ratio. The legal minimum required by bond rating agencies and banks is 1.25; however, it is prudent to plan a debt service coverage ratio that is above the minimum.
- Maintain minimum reserve levels and strive to maintain a cash balance sufficient to meet operating needs.

## WATER

### REVENUE REQUIREMENTS

The City uses the cash basis of calculating revenue requirements for its retail customers and the utility basis for its resale customer. This methodology is common for government-owned utilities. The basic differences between the two methodologies are outlined below:

<b>Cash Basis</b>	<b>Utility Basis</b>
O&M Expenses	O&M Expenses
Debt Service	Depreciation Expense
Capital Projects Funded from Rate Revenues	Return on Rate Base (investment)

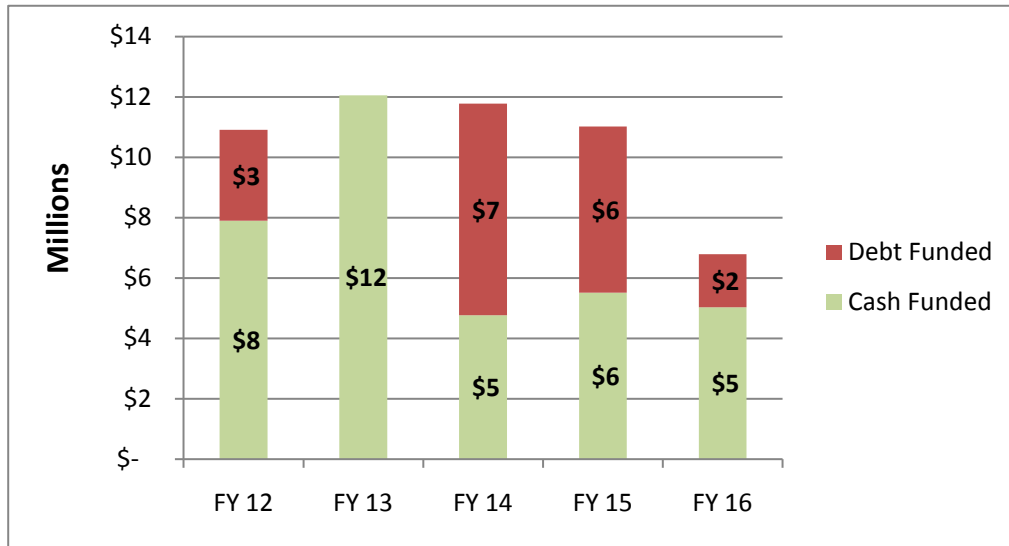
The following table depicts the projected O&M costs for the water utility:

<b>O&amp;M Expenses</b>	<b>FY2012</b>	<b>FY2013</b>	<b>FY2014</b>	<b>FY2015</b>
Water Production				
Chemicals	550,000	566,500	583,495	601,000
All Other	2,374,707	2,445,948	2,519,327	2,594,906
High Service Pumping				
Utilities (80% to Base)	931,500	959,445	988,228	1,017,875
All Other	265,664	273,634	281,843	290,298
System Pumping and Storage				
Utilities (80% to Base)	322,500	332,175	342,140	352,404
All Other	120,756	124,379	128,110	131,953
Distribution System				
Fire Hydrants	161,086	165,919	170,896	176,023
All Other	1,803,330	1,857,430	1,913,153	1,970,547
Customer Billing and Meter Admin.	2,355,298	2,425,957	2,498,736	2,573,698
	1,568,518	1,615,574	1,664,041	1,713,962
<b>Total Gross O&amp;M Expenses</b>	<b>10,453,359</b>	<b>10,766,960</b>	<b>11,089,969</b>	<b>11,422,668</b>
<b>Less O&amp;M Related Non-Rate Revenues</b>	<b>(773,000)</b>	<b>(792,325)</b>	<b>(812,133)</b>	<b>(832,436)</b>
<b>Total Net O&amp;M Expenses</b>	<b>9,680,359</b>	<b>9,974,635</b>	<b>10,277,835</b>	<b>10,590,231</b>

O&M costs are expected to be fairly even from year to year. However, the capital program fluctuates more as shown below:

<b>Capital Program</b>	<b>FY2012</b>	<b>FY2013</b>	<b>FY2014</b>	<b>FY2015</b>	<b>FY2016</b>
Water Main Rehabs	\$ 4,000,000	\$ 4,000,000	\$ 3,400,000	\$ 3,400,000	\$ 3,400,000
Other Capital Replacements	1,720,640	2,784,812	908,190	6,615,499	759,369
Capital Improvements	5,182,000	5,270,680	7,463,000	1,000,000	2,625,000
<b>Total Capital</b>	<b>\$ 10,902,640</b>	<b>\$ 12,055,492</b>	<b>\$ 11,771,190</b>	<b>\$ 11,015,499</b>	<b>\$ 6,784,369</b>

Due to lack of growth in Billings recently, many capital projects have been deferred to future years. An update of the master plan will be completed within the next year, which will provide a better planning tool on how to program capital expenditures. Many of the capital improvements will be debt funded over the next five years. The chart below shows the breakdown of capital versus debt-funded capital projects:



The debt service amounts for existing water debt plus the above debt-funded projects are shown below:

	FY2012	FY2013	FY2014	FY2015	FY2016
<b>Debt Service</b>	<b>\$ 2,609,000</b>	<b>\$ 2,852,000</b>	<b>\$ 3,102,000</b>	<b>\$ 3,613,000</b>	<b>\$ 3,720,000</b>

These three components discussed above (O&M expenses, cash-funded capital, and debt service) that comprise the revenue requirements for the water utility are added together and then “smoothed” to provide steady linear revenue requirements. This keeps the rates steady and allows the utility to accumulate cash needed for years when there is a large cash-funded capital component rather than passing on big rate increases during those years. Both retail rates and resale rates use O&M expenses as one component of its revenue requirements. However, for the capital component, retail rates use debt service and cash-funded capital while resale rates use depreciation and a return on rate base. Because of these differences, resale customers pay for capital in their rates prior to the capital being constructed. This gives the utility the necessary revenues to pay for the capital at the time it is built. On the other hand, resale customers do not pay for capital until the asset goes into service. Because of these differences, resale rate increases and retail rate increases do not necessarily correlate.

## ALLOCATING TO CUSTOMER CLASSES

The revenue requirements are allocated in three ways:

- Based on ownership (joint, owners, non-owners) depending on which group(s) benefits costs.
- Between fixed (customer, meter) and variable (base, max day, max hour) and direct fire functional cost components.
- Between customer classes. Customers within a customer class share similar water usage characteristics. The following table shows the projected number of customers in each customer class used in this study:

Customer Class	FY2012	FY2013	FY2014	FY2015
<b>Owners</b>				
Residential	24,638	24,761	24,885	25,009
Commercial	2,848	2,862	2,877	2,891
Industrial	2	2	2	2
Seasonal	158	159	160	161
<b>Owners</b>	<b>27,646</b>	<b>27,784</b>	<b>27,923</b>	<b>28,063</b>
<b>Non-Owners</b>				
Residential	257	257	257	257
Commercial	57	57	57	57
Resale	1	1	1	1
<b>Non-Owners</b>	<b>315</b>	<b>315</b>	<b>315</b>	<b>315</b>
<b>Total Customers</b>	<b>27,961</b>	<b>28,099</b>	<b>28,238</b>	<b>28,378</b>

The following tables show the allocation of expenses to ownership groups:

O&M Assignment to Ownership Cost Categories	Joint	Owners	Resale	Total
Water Production	100%	0%	0%	100%
High Service Pumping	100%	0%	0%	100%
System Pumping and Storage Distribution System	23%	57%	21%	100%
Fire Hydrants	0%	100%	0%	100%
All Other	46%	54%	0%	100%
Customer Billing and Meter Admin.	100%	0%	0%	100%
Engineering & Construction	100%	0%	0%	100%
<b>O&amp;M-Related Non-Rate Revenues</b>				
Water Permits	0%	100%	0%	100%
Misc. Revenue	0%	100%	0%	100%
Collection of Bad Debt	0%	100%	0%	100%
Sale of Material/Labor	90%	10%	0%	100%
Public Water Supply	0%	100%	0%	100%
Water Service Line Repair	0%	100%	0%	100%
Water Service Line Admin.	0%	100%	0%	100%
Late Payment Interest	0%	100%	0%	100%
Hydrant Meter Rental Fee	0%	100%	0%	100%
Cost of Service	0%	100%	0%	100%

<b>Capital Allocation to Ownership Categories</b>	<b>Joint</b>	<b>Owners</b>	<b>Resale</b>	<b>Total</b>
Source of Supply	100%	0%	0%	100%
Water Treatment	100%	0%	0%	100%
High Service Pumping Station	100%	0%	0%	100%
Distribution System Pumping Stations				
Water Pumping Station	0%	60%	40%	100%
All Other Pumping Stations	0%	100%	0%	100%
Reservoirs and Tanks				
Willett, Leavens, and Fox Reservoirs	100%	0%	0%	100%
All Other Reservoirs	0%	100%	0%	100%
Transmission & Distribution System				
Transmission Mains 12" and Up	100%	0%	0%	100%
Distribution Mains < 12"	0%	100%	0%	100%
Meters	100%	0%	0%	100%
Hydrants	0%	100%	0%	100%
General Plant	100%	0%	0%	100%

The water utility uses the base/extra-capacity allocation methodology which is recommended by the American Water Works Association. Base demands are average water demand conditions. They are demands a water utility would experience if water consumption occurred evenly from day to day and hour to hour. Extra capacity demands are water demands that exceed average levels of water usage. These demands are directly related to customer's water consumption characteristics and fire-flow demands. Each customer class' proportion of the customer service characteristics is calculated to determine each class' demands placed on the water system. The peaking factors used in calculating extra-capacity demands are as follows:

<b>Customer Class</b>	<b>Max Day</b>	<b>Hour</b>
<b>Owners</b>		
Residential	2.60	4.00
Commercial	1.75	3.00
Industrial	1.50	2.00
Seasonal	3.50	6.00
<b>Non-Owners</b>		
Residential	2.60	4.00
Commercial	1.75	3.00
Resale	2.36	3.75

The total cost of service by customer class and functional cost component for FY 2012 is shown below:

<b>Customer Class</b>	<b>Base</b>	<b>Max Day</b>	<b>Max Hr.</b>	<b>Customer</b>	<b>Meter</b>	<b>Direct Fire</b>	<b>Total</b>
<b>Owners</b>							
Residential	3,386,157	3,167,562	621,272	1,400,863	789,028	-	9,364,882
Commercial	2,118,519	928,948	347,048	161,944	175,119	-	3,731,578
Industrial	24,311	7,107	1,593	114	932	-	34,056
Seasonal	383,764	560,922	125,734	8,991	8,616	-	1,088,027
Public Fire Protection	-	961,040	1,436,054	-	-	201,417	2,598,512
Private Fire Protection	-	157,929	235,989	-	-	33,099	427,018
<b>Non-Owners</b>							
Residential	37,386	34,230	4,676	15,536	8,840	-	100,667
Commercial	654,663	280,975	73,103	3,446	5,695	-	1,017,881
Unused	-	-	-	-	-	-	-
Resale	1,168,289	921,664	126,486	61	1,418	-	2,217,917
Private Fire Protection	-	11,544	12,013	-	-	292	23,849
<b>Total</b>	<b>7,773,087</b>	<b>7,031,922</b>	<b>2,983,969</b>	<b>1,590,953</b>	<b>989,648</b>	<b>234,808</b>	<b>20,604,387</b>

**PROPOSED RATES**

The utility utilizes an inclining block rate structure for its residential rates to encourage water conservation. We propose maintaining the current rate design blocks. We are recommending no changes to either the volume rate or minimum charge for FY 2012 for all of our retail customers and changes to the volume rates only in FY 2013. The following two tables summarize the proposed rates for volume charges and minimum monthly charges:

<b>VOLUME CHARGES PER CCF</b>	<b>Current</b>	<b>FY 12</b>	<b>FY 13</b>
Residential			
Block 1 (0-4 Ccf)	1.73	1.73	1.82
Block 2 (5-16 Ccf)	1.84	1.84	1.92
Block 3 (>16 Ccf)	2.73	2.73	2.85
Non-Residential	1.35	1.35	1.42
Seasonal	2.32	2.32	2.56

<b>MINIMUM MONTHLY CHARGES</b>	<b>Current</b>	<b>FY 12</b>	<b>FY 13</b>
Meter Size			
<b><i>Inside City</i></b>			
3/4"	7.92	7.92	7.92
1"	9.01	9.01	9.01
1-1/2"	10.45	10.45	10.45
2"	14.41	14.41	14.41
3"	43.58	43.58	43.58
4"	54.35	54.35	54.35
6"	79.55	79.55	79.55
8"	108.37	108.37	108.37
10"	167.10	167.10	167.10
<b><i>Outside City</i></b>			
3/4"	8.60	8.60	8.60
1"	9.80	9.80	9.80
1-1/2"	11.39	11.39	11.39
2"	15.78	15.78	15.78
3"	48.09	48.09	48.09
4"	60.01	60.01	60.01
6"	88.02	88.02	88.02
8"	119.98	119.98	119.98
10"	185.17	185.17	185.17

Effects on residential bills will vary depending on the consumption level. The following table shows the average effect on a residential customer with a 3/4" meter at various consumption levels:

Residential Bill Comparison:									
	FY 2012				FY 2013				
	4 ccfs	7 ccfs	15 ccfs	32 ccfs	4 ccfs	7 ccfs	15 ccfs	32 ccfs	
min charge	\$ 7.92	\$ 7.92	\$ 7.92	\$ 7.92	\$ 7.92	\$ 7.92	\$ 7.92	\$ 7.92	
block 1	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.82	\$ 1.82	\$ 1.82	\$ 1.82	
block 2	\$ 1.84	\$ 1.84	\$ 1.84	\$ 1.84	\$ 1.92	\$ 1.92	\$ 1.92	\$ 1.92	
block 3	\$ 2.73	\$ 2.73	\$ 2.73	\$ 2.73	\$ 2.85	\$ 2.85	\$ 2.85	\$ 2.85	
Minimum monthly chg	\$ 7.92	\$ 7.92	\$ 7.92	\$ 7.92	\$ 7.92	\$ 7.92	\$ 7.92	\$ 7.92	
Volume Charge	\$ 6.92	\$ 12.44	\$ 27.16	\$ 72.68	\$ 7.28	\$ 13.04	\$ 28.40	\$ 75.92	
<b>Total Monthly Bill</b>	<b>\$ 14.84</b>	<b>\$ 20.36</b>	<b>\$ 35.08</b>	<b>\$ 80.60</b>	<b>\$ 15.20</b>	<b>\$ 20.96</b>	<b>\$ 36.32</b>	<b>\$ 83.84</b>	
<b>Increase per Month</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 0.36</b>	<b>\$ 0.60</b>	<b>\$ 1.24</b>	<b>\$ 3.24</b>	

Consumption levels for residential customers are generally much lower in the winter months than in the summer months. Overall, the average consumption level in Billings is 15 Ccfs per month (lower in the winter and higher in the summer). At this consumption level, the impact on the bill of the average residential customer is \$0 for FY 2012 and \$1.24 per month, or approximately 3.5% for FY 2013.

We conducted a rate survey of surrounding communities. Billings rates are either at the median rate or below for all consumption levels as shown in the following table:

	0 CCF	5 CCF	8 CCF	15 CCF	25 CCF	50 CCF	100 CCF
Helena	2.31	15.31	23.11	41.31	67.31	132.31	262.31
Great Falls	5.30	11.68	16.84	28.90	46.12	89.17	175.27
Casper	7.05	16.53	26.04	48.23	79.93	159.18	317.68
<b>Billings</b>	<b>7.92</b>	<b>16.68</b>	<b>22.20</b>	<b>35.08</b>	<b>61.49</b>	<b>129.74</b>	<b>266.24</b>
Bozeman	13.42	24.32	30.86	47.24	74.94	144.19	282.69
Fort Collins	13.60	24.15	30.48	47.00	73.94	143.44	282.45
Missoula	23.53	33.18	38.97	52.48	71.78	120.03	216.53

Below Median
Median
Above Median

As part of the rate study, we also reviewed non-rate revenues based on cost of service principals. We recommend the following adjustments to other water fees:

**PUBLIC AND PRIVATE FIRE PROTECTION CHARGES**

	Current FY 12 & 13		Proposed FY 12 and 13	
Public Fire Hydrants	\$ 354.30	\$ 421.50		
Private Fire Hydrants & Firelines	Current		Proposed FY 12 and 13	
	Inside City	Outside City	Inside City	Outside City
1¼"	14.83	15.97	18.40	19.91
1½"	19.77	21.30	24.53	26.56
2"	31.63	34.08	39.25	42.50
3"	79.07	85.19	98.13	106.23
4"	138.37	149.08	171.72	185.90
6"	316.28	340.77	392.50	424.94
8"	553.49	596.34	686.88	743.64
10"	869.76	937.10	1,079.37	1,168.56
12"	1,284.88	1,384.36	1,594.54	1,726.30
14"	1,779.06	1,916.81	2,207.81	2,390.26

## WATER SPECIAL FEES AND CHARGES

	Current	FY 12 & FY 13
Reestablishment of Water Service		
Normal Working Hours	\$ 55.00	\$ 60.00
Outside Normal Working Hours	\$ 100.00	\$ 110.00
Application for enlargement of the water service area of the City	\$ 75.00	\$ 80.00
Application for extension of the water system of the City	\$ 130.00	\$ 140.00
Application for introduction of water service to a previously unserved tract or parcel of land, which does not require extension of the water distribution system	\$ 45.00	\$ 50.00
Application for water service line installation permits:	\$ 60.00	\$ 65.00
Special Agreements	\$ 84.00	\$ 90.00
Water meter accuracy test fee		
Small meter (in shop)	\$ 25.00	\$ 30.00
Large meter (in field)	\$ 50.00	\$ 55.00
Hydrant Meter Rental (\$/day)	\$ 2.00	\$ 3.00
Construction meter setting and removal fee (\$/meter)	\$ 25.00	\$ 27.00
Fireflow fee (\$/hydrant)	\$ 80.00	\$ 85.00
Turn-on/Turn-off charge		
Normal Working Hours	\$ 20.00	\$ 25.00
Outside Normal Working Hours	\$ 75.00	\$ 85.00
Utility bill insert fee		
City Departments (\$/1,000 inserts)	\$ 21.00	\$ 25.00
Other Agencies (\$/insert)	\$ 0.30	\$ 0.40
Water main tapping fee		
Two-inch diameter tap or smaller (\$/tap per visit)	\$ 135.00	\$ 140.00
Over two-inch diameter tap (\$/tap per visit)	\$ 300.00	\$ 310.00
Extra charge for cylinder pipe	\$ 850.00	\$ 880.00
Flushing, testing, and chlorinating fee (\$/visit)	\$ 80.00	\$ 85.00
City of Billings Franchise Fee	4.0%	4.0%
Late payment interest charge (% per month)	1.5%	1.5%
Water service line/fireline repair program fee (\$/month)	\$ 1.25	\$ 1.25

# WASTEWATER

## REVENUE REQUIREMENTS

The City's revenue requirements for its wastewater utility consist of :

- Operation and Maintenance (O&M) Costs
- Capital Improvements
- Debt Service Costs

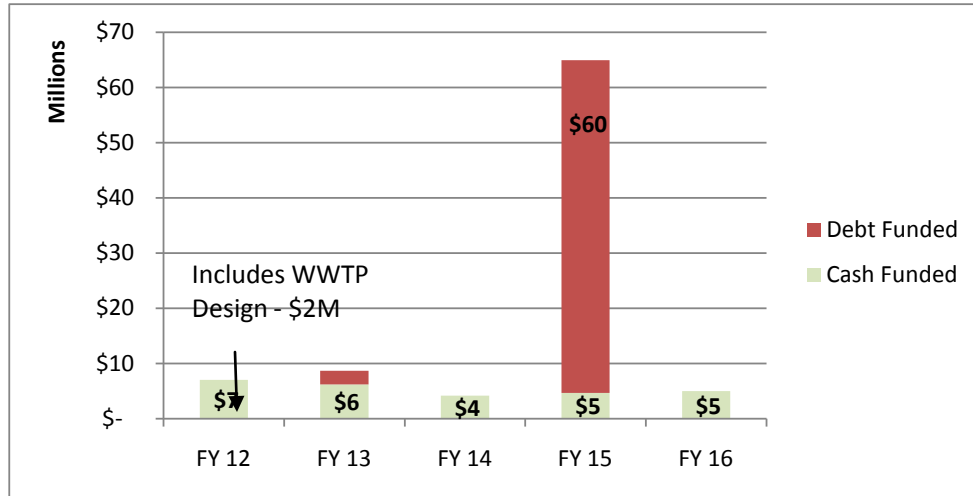
The following table depicts the projected O&M costs for the wastewater utility:

O&M EXPENSES	FY2012	FY2013	FY2014	FY2015
Administrative	\$848,493	\$873,948	\$900,166	\$927,171
Commercial & Meter	\$702,723	\$723,805	\$745,519	\$767,884
Wastewater Treatment Plant	\$3,421,909	\$3,339,166	\$3,439,341	\$3,542,521
Distribution & Collection	\$1,114,321	\$1,147,751	\$1,182,183	\$1,217,649
Environmental Affairs	207,997	214,237	220,664	227,284
Central Stores	125,821	129,596	133,483	137,488
<b>Total Gross O&amp;M Expenses</b>	<b>\$6,421,264</b>	<b>\$6,428,502</b>	<b>\$6,621,357</b>	<b>\$6,819,998</b>
<b>Less O&amp;M-Related Non-Rate Revenues</b>	<b>(\$232,160)</b>	<b>(\$340,302)</b>	<b>(\$343,705)</b>	<b>(\$347,142)</b>
<b>Total Net O&amp;M Expenses</b>	<b>\$6,189,104</b>	<b>\$6,088,200</b>	<b>\$6,277,652</b>	<b>\$6,472,856</b>

O&M costs are expected to be fairly even from year to year. However, the capital program fluctuates to a much greater extent as shown below:

Capital Program	FY2012	FY2013	FY2014	FY2015	FY2016
Sewer Main Rehabs	\$3,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000
Other Capital Replacements	1,486,745	668,902	174,369	2,639,591	663,543
Capital Improvements	2,550,000	4,000,000	-	58,256,000	300,000
<b>Total Capital</b>	<b>\$7,036,745</b>	<b>\$8,668,902</b>	<b>\$4,174,369</b>	<b>#####</b>	<b>\$4,963,543</b>

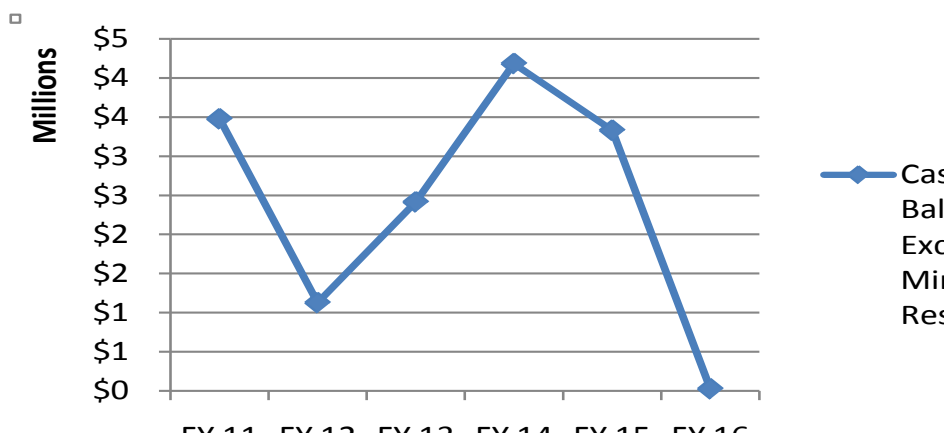
The capital program includes \$2,000,000 for design in FY 2012 and \$58,000,000 for construction in FY 2015 for wastewater treatment plant improvements that are required to meet Federal regulations. The construction for the improvements required at the plant will be all debt funded, as will several other capital improvement projects over the next five years. The chart below shows the breakdown of capital versus debt-funded capital projects:



The debt service amounts for existing wastewater debt plus the above debt-funded projects is shown below:

	FY2012	FY2013	FY2014	FY2015	FY2016
<b>Debt Service</b>	<b>\$1,364,000</b>	<b>\$1,564,000</b>	<b>\$1,695,000</b>	<b>\$ 5,675,000</b>	<b>\$ 7,060,000</b>

These three components (O&M expenses, cash-funded capital, and debt service) discussed above that comprise the revenue requirements for the wastewater utility are added together and then “smoothed” to provide steady linear revenue requirements. This keeps the rates steady and allows the utility to accumulate cash needed for years when there is a large cash-funded capital component rather than passing on big rate increases during those years. In this case, cash-funded capital does not vary much from year to year. However, cash will need to be accumulated to minimize the effects of the large debt service amount that begins in FY 2015. Because FY 2016 is the first year that will require a full debt service payment for the wastewater treatment plant improvements, it was important to extend the rate study analysis out through FY 2016 to ensure we will be able to meet cash flow requirements both now and into the future. The estimated accumulation and subsequent use of cash is shown in the chart below:



## ALLOCATING TO CUSTOMER CLASSES

The revenue requirements are allocated between customer classes. Customers within a customer class share similar wastewater usage characteristics. The following table shows the projected numbers of customers in each customer class used in this study:

Customer Class	FY2012	FY2013	FY2014	FY2015
Residential	27,964	28,104	28,244	28,386
Commercial--Domestic	2,843	2,857	2,872	2,886
Commercial--High	86	87	87	88
Public Buildings--Domestic	79	80	80	81
Outside City	34	34	34	34
<b>Total Customers</b>	<b>31,007</b>	<b>31,162</b>	<b>31,318</b>	<b>31,474</b>

Revenue requirements were allocated to the measures of wastewater strength that drive costs for the utility. The measures of strength used in this study are:

- Flow. These costs vary with the volume of flow contributed to the system. Primarily these costs include the cost of operating lift stations and the capital costs for assets that are designed based on flow requirements.
- Sewage Strength. These costs include Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS) and represent costs incurred to treat wastewater of various qualities. Primarily these costs are chemicals and electrical costs associated with operation of the aeration basins, clarifiers, digesters, etc.
- Customer Costs. These are those costs incurred to serve customers regardless of flows or strengths. Billing costs is an example of a customer cost.

The following table depicts FY 2012 projections of wastewater flows for each customer class:

Customer Class	Flow Units	Assumed Concentration s (mg/l)		Estimated Loadings (lbs)	
		BOD mg/l	TSS mg/l	BOD lbs	TSS lbs
Residential	1,594	200	200	2,660,485	2,660,485
Commercial--Domestic	1,531	200	200	2,554,804	2,554,804
Commercial--High	124	500	500	515,825	515,825
Public Buildings--Domestic	76	200	200	127,489	127,489
Outside City	31	200	200	51,743	51,743
	<b>3,356</b>			<b>5,910,346</b>	<b>5,910,346</b>

**PROPOSED RATES**

The following two tables summarize the proposed rates for volume charges and minimum monthly charges:

<b>VOLUME CHARGES PER CCF</b>	<b>Current</b>	<b>FY 12</b>	<b>FY 13</b>
Residential	1.71	2.2	2.33
Commercial-Domestic Strength	1.71	2.20	2.33
Commercial-High Strength	2.34	2.93	3.08

<b>MINIMUM MONTHLY CHARGES</b>	<b>Current</b>	<b>FY 12</b>	<b>FY13</b>
<b>Meter Size</b>			
<b><i>Inside City</i></b>			
3/4"	6.22	6.26	6.60
1"	7.02	7.21	7.62
1-1/2"	7.87	8.21	8.70
2"	8.09	8.46	8.97
3"	10.99	11.92	12.70
4"	32.33	37.39	40.12
6"	40.30	46.82	50.28
8"	58.78	68.83	73.97
10"	79.90	93.98	101.06
<b><i>Outside City</i></b>			
3/4"	6.86	6.91	7.28
1"	7.73	7.93	8.39
1-1/2"	8.66	9.03	9.57
2"	8.90	9.31	9.87
3"	12.08	13.10	13.96
4"	35.57	41.14	44.14
6"	44.33	51.50	55.30
8"	64.66	75.72	81.37
10"	87.91	103.41	111.19

Public buildings and residences of less than four families are billed using a four-month winter water consumption average. The winter average for a residential customer is 7 Ccfs. Using this consumption level, the following is the average effect on a residential customer with a ¾" meter:

<b>Residential Bill Comparison:</b>	<b>Current</b>	<b>FY 12</b>	<b>FY 13</b>
Minimum monthly chg	\$ 6.22	\$ 6.26	\$ 6.60
volume chg (@7 ccfs)	\$ 11.97	\$ 15.40	\$ 16.31
<b>Total Average Bill</b>	<b>\$ 18.19</b>	<b>\$ 21.66</b>	<b>\$ 22.91</b>
<b>Increase per month</b>		<b>\$ 3.47</b>	<b>\$ 1.25</b>

The impact on the bill of the average residential customer is \$3.47 per month, or approximately 19% for FY 12 and \$1.25 per month, or 5.8% for FY 13. We analyzed revenue requirements for the next five years to ensure that we would be able to make our debt service payments on the wastewater treatment plant and maintain appropriate debt coverage ratio. With the current cost of the plant improvements estimated to be \$58 million, we project that after the initial increase to be implemented in FY 12, rates for the next few years will need to increase by approximately 6% per year.

We conducted a rate survey of other communities and Billings is below the median in rates at all consumption levels. The following table shows the rate comparisons if the proposed rates are implemented for Billings in FY 2012:

<b>Residential Wastewater Comparisons by City and Volume</b>						
	<b>0 CCF</b>	<b>5 CCF</b>	<b>10 CCF</b>	<b>15 CCF</b>	<b>20 CCF</b>	<b>25 CCF</b>
Casper	5.71	10.69	16.39	32.09	42.79	53.49
Helena	5.74	17.44	29.14	40.84	52.54	64.24
<b>Billings</b>	<b>6.26</b>	<b>17.26</b>	<b>28.26</b>	<b>39.26</b>	<b>50.26</b>	<b>61.26</b>
Great Falls	7.04	16.60	29.12	41.65	54.17	66.69
Missoula	13.31	20.72	28.12	35.52	42.92	50.33
Bozeman	14.73	26.93	39.13	51.33	63.53	75.73
Fort Collins	14.79	29.14	43.49	57.84	72.19	86.54

<b>Below Median</b>
<b>Median</b>
<b>Above Median</b>

As part of the rate study, we also reviewed non-rate revenues based on cost of service principals. We recommend the following adjustments to wastewater fees:

**WASTEWATER SPECIAL FEES AND CHARGES**

	<b>Current</b>	<b>FY 12</b>	<b>FY 13</b>
Application for enlargement of the wastewater service area of the City	\$ 75.00	\$ 80.00	\$ 80.00
Application for extension of the wastewater collection system of the City	\$ 130.00	\$ 140.00	\$ 140.00
Application for introduction of wastewater service to a previously unserved tract or parcel of land, which does not require extension of the wastewater collection system	\$ 45.00	\$ 50.00	\$ 50.00
Application for sanitary sewer service permits:			
Domestic users sewer service line installation permit	\$ 60.00	\$ 65.00	\$ 65.00
Industrial users permit	\$1,200.00	\$1,300.00	\$1,300.00
Special Agreements	\$ 84.00	\$ 90.00	\$ 90.00
Septage Disposal Permit Fee (\$/1,000 gallons):	\$ 32.58	\$ 38.21	\$ 38.87
City of Billings Franchise Fee	4.0%	4.0%	4.0%
Late payment interest charge (% per month)	1.5%	1.5%	1.5%

## **SUMMARY**

As with any rate study, many assumptions were used that may need revision in the future. Also the pending update of the master plan for both the water and wastewater utilities is expected to be completed within the next year. The master plans may support revising the capital improvement plans which will result in adjusting revenue requirements.

Water utility revenues are particularly dependent on weather conditions and volatile in nature. Therefore, the forecasts are sensitive and require periodic review.

In the wastewater utility, capital improvements at the wastewater treatment plant are estimated to be \$58 million at this time. However, this amount may decrease or increase to a great extent. That amount should be more concrete after the design study is completed in FY 2012.

Because of all of these uncertain factors, it is recommended that revenue requirements be reviewed on an annual basis with a comprehensive rate study conducted every two years.

## SUMMARY OF PROPOSED RATE AND FEE ADJUSTMENTS

WATER VOLUME CHARGES (PER CCF)	Current FY 11	Proposed FY 12	\$ Change
Residential			
Block 1 (0-4 Ccf)	\$1.73	\$1.73	\$0.00
Block 2 (5-16 Ccf)	\$1.84	\$1.84	\$0.00
Block 3 (>16 Ccf)	\$2.73	\$2.73	\$0.00
Non-Residential	\$1.35	\$1.35	\$0.00
Seasonal	\$2.32	\$2.32	\$0.00
Resale	\$1.24	\$1.72	\$0.48

WATER MINIMUM MONTHLY CHARGES	Current FY 11	Proposed FY 12	\$ Change
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*No Change for FY 12 for any water minimum monthly charges*

WASTEWATER VOLUME CHARGES (PER CCF)	Current FY 11	Proposed FY 12	\$ Change
Residential	\$1.71	\$2.20	\$0.49
Commercial-Domestic Strength	\$1.71	\$2.20	\$0.49
Commercial-High Strength	\$2.34	\$2.93	\$0.59

WASTEWATER MINIMUM MONTHLY CHARGES	Current FY 11	Proposed FY 12	\$ Change
<i>Meter Size (inside City)</i>			
3/4"	\$6.22	\$6.26	\$0.04
1"	\$7.02	\$7.21	\$0.19
1-1/2"	\$7.87	\$8.21	\$0.34
2"	\$8.09	\$8.46	\$0.37
3"	\$10.99	\$11.92	\$0.93
4"	\$32.33	\$37.39	\$5.06
6"	\$40.30	\$46.82	\$6.52
8"	\$58.78	\$68.83	\$10.05
10"	\$79.90	\$93.98	\$14.08

Charges	
Public Fire Hydrant Charge	19%
Private Fire Hydrant Charge	24%
Residential Water System Development Fees	-21%
Non Residential Water System Development Fees	48%
Wastewater System Development Fees	5.6%
Other Misc Water & Wastewater Fees (Permits, etc.)	8%

**Regular City Council Meeting**

**Date: 05/23/2011**

**TITLE:** Public Hearing and Resolutions to Revise the 2006 Annexation Policy and 2008 Limits of Annexation Map

**PRESENTED BY:** Candi Beaudry

**Department:** Planning & Community Services

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**Information**

**PROBLEM/ISSUE STATEMENT**

The City Council adopted the current Annexation Policy on April 10, 2006, and the current Limits of Annexation Map on June 8, 2009. The Annexation Policy requires the City to review and consider updates to the policy and map whenever the Capital Improvements Plan is revised. Council approved the 2012-2016 Capital Improvements Plan at its March 28, 2011, Council meeting. Amendments to the Annexation Policy and Map were not ready at that time but staff is bringing these items forward as soon after the CIP adoption as practical. To provide guidance on Annexation Policy and Map amendments, an Annexation Committee, consisting of representatives from the Parks, Recreation and Public Lands, Police, Fire, Public Works, Transit, Administration, and Planning Departments, and Billings School District 2, was created. The Committee has met six times from October 2010 through April 2011 to discuss revisions to the Policy and Map, and City Code. The Committee followed the direction of the Council on using the Annexation Policy as its central guide for managing expansion and on the City's ability to serve the areas located within the Limits of Annexation area. The Committee is presenting the Council with its recommendations in the form of two resolutions to revise the Annexation Policy and Limits of Annexation Map. The Committee is presenting its recommendations for changes to the City Code in a separate memo at this same meeting.

**ALTERNATIVES ANALYZED**

Staff considered the need to align the Annexation Policy and City Code to be consistent with application of the Annexation Policy in the future. In making its recommendation on expanding the Limits of Annexation Map Red Area, staff considered the ability to serve areas outside the existing City limits based on existing resources, effects on City residents, and programmed improvements. The proposed revisions to the Policy and Map reflect these considerations and attempt not to favor one department's ability to provide service over another department's limitation.

**FINANCIAL IMPACT**

Annexation of property to the City of Billings will increase the City's tax base. At the same time, the City will bear the cost of additional service requirements. The Annexation Policy and the Limits of Annexation Map are management tools to help balance this cost-to-benefit ratio. The Annexation Committee's recommendations for changes to the Limits of Annexation Map also consider the benefits and costs to the City.

**BACKGROUND**

While there has been little annexation activity in the last few years, the City of Billings has annexed more than nine square miles since 1999 (32.8 to 41.9 sq. mi.). Many of those annexations required a considerable outlay of City funds to ensure acceptable levels of service to the annexed properties and to maintain the levels of service within the existing City limits. As these properties developed, the cost of providing certain services exceeded the revenue generated by the development. For this reason, the City Council asked staff to draft an Annexation Policy that would limit annexations to areas that could be served without incurring additional costs. The adopted policy established two limits of annexation when last updated. The red area (2009-2014) coincides with the immediate five years covered by the CIP and defines an area where annexation petitions may be supported in the short term. The second time period, designated as orange (Long Range Urban Planning Area), covers areas where City services may be extended but would require additional analysis and funding to support those services.

#### Annexation Policy Amendment Recommendation

The Annexation Committee is recommending several changes to the Annexation Policy. The Policy was last updated in 2006. Some of the changes involve language updates to better align the Policy with language on the Limits of Annexation Map and some new language to better explain the process for requesting a map amendment. The significant change to the Policy is the inclusion of a requirement that an Urban Planning Study (UPS) be completed by the applicant prior to the City Council considering the map amendment. The purpose of the UPS is to provide detailed information to City staff about the potential impacts to City services that the additional property may have if it is eventually annexed into the City. It helps ensure that the City does not expand the Limits of Annexation Map Red Area beyond its capabilities to provide services. As part of the Annexation Policy amendments, the elements of an acceptable UPS are spelled out in the Policy (See attached Resolution with the proposed Amended Annexation Policy).

#### Limits of Annexation Map Amendment Request

Staff received one request from the agent of a property owner to include property in the 2011-2015 Limits of Annexation (red). The property is recommended for inclusion in the 2011-2015 classification. The basis for the recommendation is detailed below:

The "Cross Roads North" property is legally described as C/S 2776 and Lots 4A and 4B of Berquist Subdivision. This 14.75-acre property is located north of the existing American Pharmaceuticals facility as well as several commercial businesses at the northwest corner of Pemberton Lane and Highway 87 in the Billings Heights. It is zoned Community Commercial and is currently in the Orange Long Range Urban Planning Area designation on the Limits of Annexation Map and outside of the City Limits. Staff supports reclassifying this property to Red on the Limits of Annexation Map because the Water District of Billings Heights can supply water and the City can provide sewer service, it is easily accessible for other City services that already serve the property directly to the south and is a minor extension of commercial development in this immediate area. Five Mile Creek also creates a significant service barrier to the north and is a riparian area that can be better protected if municipal services are available and septic systems and wells are prevented in close proximity to it. This expansion of the Red Area would terminate at the Creek and be a clear northern terminus for City services in this area at this time.

Below are comments regarding this map amendment request provided by the various City Departments through the Annexation Committee. Overall, City staff support including this property in the Red Area on the Limits of Annexation Map:

Public Works: Prior to the CIP update processes that was just completed, City Public Works reviewed the need to upgrade the existing 5-mile lift station in this area to better accommodate current and future sewer demand. The upgrades to this lift station will be reconstructed in fiscal year 2012 and so this aligns well with the future plans to develop the subject property. With the lift station upgrade and with existing sanitary sewer in Pemberton Lane, this property may be served with sewer service. Other site development, stormwater, and traffic issues and impacts will be addressed after this property is annexed into the City and development is proposed. However, Public Works found that it is able to provide its services for the subject property of all development and service requirements are met.

The Fire Department and Parks Department did not have any concerns with this expansion. Fire can serve the property as it does the existing commercial development in this area, and since it is commercially zoned, there should be no impacts to parks.

MET Transit was supportive of this change and suggested that a bus shelter be considered in the future on Pemberton Lane at the south end of the commercial area to provide better transit service to employees and customers that may use the existing and future commercial services on the site.

Planning supports this change based on the mitigation of impacts to the Five Mile Creek riparian area by providing municipal water, sewer, and stormwater management to this area. This also is a very limited extension of City services and commercial development in an area with existing retail development that is already zoned Community Commercial. The property's proximity to existing services and the intersection of Highway 312 and Highway 87 also make development of the subject property in the City reasonable and expected.

The subject property is just outside existing patrol areas for the Police Department. The Police are able to serve this property but continue to monitor how any expansion of the City affects its ability to provide services.

City Finance and Administration did not have any specific concerns about the request, but did express concern about how well impacts to all City departments and services were measured in the Urban Planning Study and how impacts to adjacent property in and outside the City might be determined.

## **STAKEHOLDERS**

One written request for including property within the 2011 – 2015 Limits of Annexation Red Area was received from the property owner and agent for the "Cross Roads North" property. The request with an Urban Planning Study completed by Sanderson Stewart was distributed to the City Annexation Committee for review and comment. Public comment on the Annexation Policy and Limits of Annexation Map also were taken at three CIP public meetings in January and February 2011. There were no specific requests to amend the map or policy at the CIP meetings. The Committee recommendations are summarized in the Alternatives Analysis section of this report.

## **CONSISTENCY WITH ADOPTED POLICIES OR PLANS**

The Annexation Committee considered the need to align the Annexation Policy and City Code to be consistent with application of the Annexation Policy in the future. In making its recommendations, the Annexation Committee takes into consideration many plans and policies, including, but not limited to, the Water and Wastewater Master Plan, Stormwater Master Plan, Yellowstone County and City of Billings Growth Policy, Billings Urban Area Transportation Plan, and CIP. The proposed revisions to the Policy and Map reflect an effort to be consistent with adopted policies and plans, and attempt not to favor one department's ability to provide service over another department's limitation.

**RECOMMENDATION**

Staff recommends that Council adopt resolutions to revise the Annexation Policy and Limits of Annexation Map as recommended by the Annexation Committee.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Resolution and Annexation Policy Amendments

Resolution and Limits of Annexation Map Amendment

Cross Roads North UPS

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RESOLUTION NO 11 - \_\_\_\_\_

A RESOLUTION OF THE CITY OF BILLINGS, MONTANA PURSUANT TO ARTICLE II. CITY BOUNDARIES, MCA 7-1-114(1)(a); ANNEXATION PROCEDURES, MCA 7-2-4201 ET SEQ. AND SETTING FORTH AN ANNEXATION POLICY;

WHEREAS, the City Council adopted the City of Billings Annexation Policy by Resolution on November 22, 2004, and further amended it by Resolution on April 10, 2006, and it is amended from time to time; and

WHEREAS, the Limits of Annexation Map was amended by Resolution on June 8, 2009; and

WHEREAS, the Policy states that the Map shall be revised whenever the Capital Improvements Plan is revised; and

WHEREAS, the City Council approved the FY 2012 Modifications to the Capital Improvements Plan on March 28, 2011.

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

That the City Council now makes and adopts the following amendments to the Annexation Policy:

**ANNEXATION POLICY  
Revised, May 23, 2011**

1. Statement of Intent

The City of Billings intends to permit the annexation of land as to provide for orderly growth, adequate provision of municipal services, and equal benefits to both the annexed territory and existing City properties.

2. Policy Statement

The City Council shall consider land annexations that adhere to the provisions specified in Montana Annexation Statutes (7-2-4201 through 7-2-4761, MCA) and the Billings Municipal City Code, Section 26-204 and Sections 20-301 through 305. The Council may approve, deny or conditionally approve petitions or initiatives for annexation based on the following criteria:

- The area must be located within the Red Area of the Limits of Annexation as defined herein ~~and within the Urban Planning Area~~;
- The City must be able provide adequate city services within a time period mutually agreed to by the property owners requesting annexation and the City;

- Existing or proposed public improvements within the area to be annexed must meet City standards;
- All property owners within the area to be annexed must sign a Waiver of Right to Protest the creation of Special Improvement Districts;
- All residential property owners within the area to be annexed must create or join an existing park maintenance district;
- Residential densities within the area to be annexed must equal or exceed four dwelling units per acre; and
- The proposed land use within the area to be annexed must conform to the goals of the City of Billings and Yellowstone County Growth Policy.

### 3. Limits of Annexation

Map (attached)- The City shall prepare a map showing limits of annexation for three two time periods. The first time period shall be known as the Red Area and shall cover five years coinciding with the time period of the existing Capital Improvements Plan. The second time period shall be called the Long Range Urban Planning Area cover fifteen years beginning after the last year of the existing Capital Improvements Plan. The last period shall begin after the last year of the second time period and the ending year shall be considered long range and the time frame shall remain undefined. In order for a property to be considered for annexation, it shall be located within the Red Area, on the Limits of Annexation Map.

A map update shall be prepared for Council consideration whenever the Capital Improvements Plan is revised. A map update may be initiated by City staff, or requested by a property owner, in preparation for a future annexation request. For any map update involving the addition of property to the Red Area of the map, an Urban Planning Study shall be completed by the petitioner who requests the update. An Urban Planning Study shall evaluate how a development proposal will impact the following elements:

- Streets and transportation
- Traffic circulation and generation
- Storm sewers and storm water management
- Wastewater service
- Sanitation and solid waste management
- Water service
- Parks, recreation and public lands
- Public safety (police, fire and other emergency services)
- Public schools
- Projected and estimated population
- Soils, geology and topography
- Effects of urbanization on the existing environment
- Effects on agriculture
- Existing and potential land use
- Historic sites
- Development timetables
- Capital improvements
- Methods of funding for public improvements
- Other considerations

Map updates will be recommended to City Council by a committee of representatives from City Administration, Public Works Distribution and Collection Division, Engineering Division, Fire Department, Parks Department, Planning Division, Police Department, and MET Transit.

Rationale ~~In preparation of the map~~ When proposing updates to the map, the committee shall consider and document for Council:

- distance from existing city services and response times;
- capacity and location of existing facilities and future upgrades or construction of new facilities;
- cost of city services;
- effect on existing residents; and
- conformance with all adopted plans including the Capital Improvements Plan, the Growth Policy, ~~West Billings applicable area plans,~~ the ~~Heritage Trail Plan~~ Billings Area Bikeway and Trails Master Plan, the most current Transportation Plan, the most current sewer, water and storm sewer plans, and other applicable adopted planning documents.

The Council will then determine and approve appropriate Limits of Annexation consistent with the adopted Annexation Policy.

#### 4. Obligation of City

The City may choose to annex any property in accordance with the provisions of the following state statutes:

- Annexations of Additions to Municipalities (7-2-4201 et. seq., MCA)
- Annexations of Contiguous Land (7-2-4301 et. seq., MCA)
- Annexations of Contiguous Government Land (7-2-4401 et. seq., MCA)
- Annexations of Wholly Surrounded Land (7-2-4501 et. seq., MCA)
- Annexation by Petition (7-2-4601 et. seq., MCA)
- Annexation with the Provision of Services (7-2-4701 et. seq., MCA)

The City may decide to condition the approval of the annexation in order to meet the criteria listed under the Policy Statement. The conditions of approval must be clearly stated in the resolution of annexation. In the case where the property to be annexed is not developed, the conditions of approval shall include a requirement for; a) a development agreement prior to the issuance of a building permit, or b) a subdivision improvements agreement at the time of final subdivision plat approval. In the event the property to be annexed is already developed and contains public improvements that are not constructed to city standards, the City shall require an annexation agreement. The agreement shall specify which public improvements are to be upgraded and/or installed to city standards, and a time period and mechanism to finance the construction and installation of those improvements. In any case, all public improvements, whether existing or proposed, shall meet city standards.

#### 5. Obligation of Petitioner

Petitions for annexation must comply with the provisions of Annexation by Petition (7-2-4601 et. seq., MCA) and Section 26-204 and Sections 20-301 through 305,

BMCC. A fee, to be established by the City Administrator, must be paid at the time the petition is submitted. If the area to be annexed is not developed, petitioners are required to comply with the conditions of approval prior to the issuance of a building permit or at the time of final subdivision plat approval. If the area to be annexed is developed and requires the construction or installation of public improvements, the petitioner must enter into an annexation agreement prior to the City Council acting on the resolution of annexation.

APPROVED AND PASSED by the City Council of the City of Billings, this \_\_\_\_ day of May, 2011.

THE CITY OF BILLINGS:

BY: \_\_\_\_\_  
Thomas W. Hanel      MAYOR

ATTEST:

BY: \_\_\_\_\_  
Cari Martin      City Clerk

RESOLUTION NO 11 - \_\_\_\_\_

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WHEREAS, the City Council approved the FY 2012 Modifications to the Capital Improvements Plan on March 28, 2011.

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

That the City Council now makes and adopts the following amendments to the Limits of Annexation Map:

**LIMITS OF ANNEXATION MAP  
Revised, May 23, 2011**

Updated Map to Be Inserted Before May 12

APPROVED AND PASSED by the City Council of the City of Billings, this \_\_\_\_ day of May, 2011.

THE CITY OF BILLINGS:

BY: \_\_\_\_\_  
Thomas W. Hanel      MAYOR

ATTEST:

BY: \_\_\_\_\_  
Cari Martin                      City Clerk



## URBAN PLANNING STUDY

FOR

# CROSSROADS NORTH LOCATED IN C/S 2776 AND LOTS 4A-4B OF BERGQUIST SUBDIVISION

BILLINGS, MONTANA



MARCH 25, 2011  
PROJECT NO. 09051.03

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## LAND CHARACTERISTICS

### Geology, Topography, and Soils

The topography of the study area is generally flat with eastward slopes of less than two percent. Steeper eastward slopes occur locally adjacent to the irrigation lateral along the west boundary of the site. The study area exhibits a combination of Keiser silty clay loam (Kc), Bew silty clay loam (Bm), Haverson-Hysham loams (Hh), McRae loam (Mn), Hysham-Laurel loams (Hx), and other soils in small areas.

The limitation ratings provided by the NRCS are defined as: “Not Limited” being soil has features that are very favorable for the specified uses. “Somewhat Limited” being soil has features that are moderately favorable for the specified use. The limitations can be overcome or minimized by special planning, design, or installation. “Very Limited” being soils have one or more features that are unfavorable for the specified use. The limitations generally cannot be overcome without major soil reclamation, special design, or expensive installation procedures.

The NRCS data indicates the following limitations for development of dwellings with and without basements and small commercial buildings. Bew silty clay loam is rated as very limited for the construction of dwellings and small commercial building due to shrink-swell potential. The Haverson-Hysham loams are very limited due to flooding, which is consistent with the floodplain delineation of Five Mile Creek. The Bew silty clay loam and Haverson-Hysham loams make up approximately 45 percent of the site area. The majority of the remaining site soil types are not limited.

Construction of local roads and streets within the site are generally classified as “somewhat limited” by the NRCS due to frost action and to a lesser degree, flooding. The Bew silty clay loam soils are very limited due to low strength and shrink-swell.

Portions of Tract 2-D of Certificate of Survey No. 2776 Amended are located within the floodplain of Five Mile Creek. The floodplain and floodways of the creek are shown on the Floodplain exhibit in Appendix A. Riparian shrub and freshwater emergent wetlands were also identified in the Five Mile Creek floodplain. No development is allowed within the floodway of Five Mile Creek, while development within the floodplain fringe requires floodplain permitting.

A zoning map and USGS quad map are included in Appendix A.

### Effects on Agriculture

The study area is currently in agricultural production consisting of primarily small grains and pasture. This is typical of the area on the fringes of the community prior to commercial and residential development. Area crops are generally irrigated. Development of this area will result in a reduction in agricultural production of these products unless areas are irrigated further out in the valley. Based on data from the 2008 Growth Policy Update for Yellowstone County and City of Billings, there are approximately 77,850 acres of irrigated cropland in Yellowstone County. Developing this parcel will create a minimal (0.058 percent) decrease in irrigated production acres.

According to the NRCS soils survey, approximately 47 percent of the site is considered Prime Farmland if irrigated and an additional 1 percent is considered farmland of statewide importance.

### Historic Sites

The Montana State Historic Preservation Office (SHPO) was contacted for a records search within the township, range, and sections in which the project is located. The Cultural Resource Information System (CRIS) report shows that the Billings Bench Water Association (BBWA) canal is present within the search area (24YL0161, 24YL1532, 24YL1382) as well as two historic residences in Section 15 (24YL1731, 24YL1730). Based on examination of the project site, no structures or residences within the project are located in Section 15 and the main BBWA canal does not pass through the site. A lateral of the BBWA canal is present along the west boundary of the site, which appears to only serve the subject property and empties into Five Mile Creek.

There are structures located within Tract 2-D of Certificate of Survey Number 2776 Amended that appear to be greater than 50 years old. Based on correspondence with SHPO, it is their position that any structure over fifty years of age is considered historic and is potentially eligible for listing on the National Register of Historic Places. If any structures are to be altered and are over fifty years old we would recommend that they be recorded and a determination of their eligibility be made.

As long as there will be no disturbance or alteration to structures over fifty years of age SHPO feels that there is a low likelihood cultural properties will be impacted. Therefore, a recommendation for a cultural resource inventory is unwarranted at this time. However, should structures need to be altered or if cultural materials be inadvertently discovered during this project we would ask that our office be contacted and the site investigated.

### Wildlife

Wildlife does exist on this property, with most of the habitants attracted to Five Mile Creek and the crop remnants. The Montana Fish, Wildlife, and Parks Department has commented in the past that developments in this area are in close proximity to good deer habitat. Based on that comment, the following statement has been added to nearly all new subdivision improvement agreements for new projects in the Urban Interface Area.

*“Existing subdivisions in similar habitat report considerable and on-going problems with deer damaging landscaped shrubs, flowers, and gardens. Potential homeowners should be made aware that they will likely have deer on their properties, and should be informed that unless they take steps to deter the animals (such as fencing their yards), they will likely have damage problems. They should be notified that Fish, Wildlife and Parks does not provide game damage assistance within these subdivisions, unless there is damage to commercial agricultural crops, or threat to public health and safety such as in the case of nuisance mountain lions.”*

The Montana Natural Heritage Program (MTNHP) was also contacted with respect to potential presence of species of concern. Based on the MTNHP search of the township, range, and section and surrounding 1-mile buffer, eight species of concern were observed in the area. These include Bald Eagles, Greater Sage Grouse, Yellowstone Cutthroat Trout, Spotted Bat, Greater Short-horned Lizard, Common Sagebrush Lizard, Western Hog-nosed Snake, and Milk snake. The Greater Sage Grouse and Sagebrush Lizard typically inhabit grassland and shrublands, while the Western Hog-

nosed Snake and Milk snake prefer dryer habitats. Though riparian areas exist near Five Mile Creek, these areas are generally limited to a close proximity to the creek, while larger riparian areas associated with the Yellowstone River are more likely habitat for brooding of Bald Eagles and existence of Cutthroat Trout.

## PUBLIC SERVICE EVALUATION

The study area is currently divided into large acreage tracts of 10 to 20 acres in size. Actual development plans may result in different use patterns than are predicted and more accurate assessment of the impact on City services can be submitted during future platting if necessary. Build-out of the entire project is estimated to take 6 to 12 years with service needs increasing incrementally over time. Three alternate plans have been prepared for the site and have each been evaluated.

In estimating the impacts on City services, the information used was consistent with that presented in the *Water and Wastewater Facilities Master Plan 2006* prepared for the City of Billings by HDR, Inc., HKM, Inc., and JGA, Inc. These include the following:

1. Single-family density (dwelling units/acre):	4
2. Multi-family density (du/ac):	8
3. Average day per capita water use (gallons per day - gpd):	219
4. Billings 2005 max. day water demand (million gallons per day - MGD):	43.2
5. Average day to maximum day water use ratio:	2.20
6. Maximum day to peak day water use ratio:	1.50
7. Average day per capita wastewater (WW) flow (gpd):	152
8. Average maximum month to average month WW flow ratio:	1.17
9. Billings 2000 maximum month average day WW flow (MGD):	7.33
10. Persons per dwelling unit:	2.3

The following assumptions were also made:

Wastewater flow in commercial districts is equal to the median of the unit-flowrate presented in Metcalf & Eddy, *Wastewater Engineering*, or 1,150 gpd per acre.

### Water Service

Water service to the subject property will be provided by a County Water District of Billings Heights (CWDBH) 12-inch main in U.S. Highway 87 and by an 8-inch main in Pemberton Lane. Extension of water service to the site will include a new 10-inch main from an existing stub in Pemberton Lane to main in U.S. Highway 87 near the southeast corner of Lot 4B of Bergquist Subdivision. Other mains within the proposed development are to be a minimum 8-inch diameter.

Currently, only Lot 4A, Block 1 of the site is located within the CWDBH service boundary. In order for water service to be extended to the remainder of the site, Lot 4B, Block 1 of Bergquist Subdivision and Tract 2-D of Certificate of Survey Number 2776 Amended must be annexed into the County Water District.

Table 1: Domestic Water Average Flow

	Population per unit	Alternate 1			Alternate 2			Alternate 3		
		Med. Density / Strip Commercial	Estimate Population	Flow Estimate (gpd)	Low to Med. Density Commercial w/ 5-Mile Creek Residential	Estimate Population	Flow Estimate (gpd)	Mixed Use	Estimate Population	Flow Estimate (gpd)
Residential Lots	3	120	360	78840	0	0	0	12	36	7884
Townhome/Duplex	2.5	14	35	7665	42	105	22995	122	305	66795
Multi-Family Apartment Units	1.5	0	0	0	0	0	0	80	120	26280
Commercial Area (acres)		3.215		3697.25	24.6		28290	10.3		11845
<b>Total</b>				<b>90,202</b>			<b>51,285</b>			<b>112,804</b>

The domestic water demand for the subject property is estimated based on the per capita water demand (219 gpcd) times the population density for the likely nature of the development (i.e. single-family, multi-family, commercial, etc.). Maximum day water demand is determined by applying a ratio factor of 2.20. Water demands from the subject property are summarized below:

*Average daily water demand*

Alternate 1:	90,202 gpd
Alternate 2:	51,285 gpd
Alternate 3:	112,804 gpd

*Max day average water demand*

Alternate 1:	198,445 gpd
Alternate 2:	112,827 gpd
Alternate 3:	248,169 gpd

*Treatment Capacity*

The capacity of the Billings water treatment plant when the improvements currently being constructed are completed is 60 MGD. The year 2005 maximum day water demand for the City of Billings is 43.2 MGD. Therefore, the maximum day water demand from the subject property (Alternate 3, being 0.25 MGD) would represent 1.5 percent of the remaining (16.8 MGD) capacity of the water treatment plant:

The *Water and Wastewater Facilities Master Plan 2006* study indicates that additional treatment capacity will be needed by 2014, and building a second water treatment plant near the Yellowstone River upstream of Canyon Creek was the recommended alternative.

*Storage Capacity*

The subject property lies within the Pressure Zone 2 East area of the Billings water system; the distribution and storage facilities within the pressure zone are owned and operated by the CWDBH. Water pumped to this zone is stored in elevated storage tanks and distributed to the users by gravity as water demand occurs. The existing total storage capacity for Zone 2 East is 3.98 million gallons (MG).

The amount of storage required is the sum of operational or equalizing storage (equal to 15 percent of peak day demand), emergency storage (equal to half of maximum day demand), and fire storage, which is per the Uniform Fire Code (UFC) and assumed equal to the residential requirement of 1,750 gpm for two hours, (210,000 gallons). Therefore, the volume of storage needed for the subject development would equal:

$$[(0.25 \text{ MG} * 1.50) * 0.15] + (0.25 \text{ MG} / 2) + (0.210 \text{ MG}) = 0.39 \text{ MG or } 390,000 \text{ gals}$$

The 2003 *Water System Needs Analysis County Water District of Billings Heights* study states that the current Zone storage volume requirement is 6.9-7.7 MG depending on calculation methods utilized. Therefore, Zone 2 East is currently 1.8-2.4 MG deficient. The study states that “because of the reliance of the City of Billings to provide finished water to the District, and because of the size of the City of Billings’ transmission mains and Walter Pump Station redundancy, the deficient storage values are not as critical as if the District relied on its own treatment and pumping facilities. However, any new reservoir constructed by the District should include operational and emergency storage capacities to add redundancy to the District’s system and to allow the District to grow.” Firm pumping refers to having redundant pumps and on-site backup power. As discussed below, the firm pumping capacity of Zone 2 (42.8 MGD), which is shared between Zone 2 and Zone 2 East, is greater than the current maximum day demand of Zone 2 (29.3 MGD). Therefore, the current capacity along with the surplus firm pumping capacity of 13.5 MGD is adequate to cover the increase proposed by Crossroads North. In addition, the 2003 *Water System Needs Analysis County Water District of Billings Heights* study placed the addition of new Zone 2 East storage facilities as one of the priority recommended projects.

### *Pumping*

Water to Zone 2 East is pumped from High Service Pump Station (HSPS) located at the water treatment plant and the Walter Pump Station can provide water to the zone. The combined capacity of these pump stations is 42.8 MGD with one pumping unit out of service at each station. The Zone 2 and 2 East combined maximum day water demand is 29.3 MDG. Therefore, of the 6.3 MGD of excess pumping capacity that currently exists (*due to limitations of Pump H2-3 not operable at higher pressures*), the maximum day demand from the subject property (0.25 MGD) represents roughly 4 percent of the available Zone 2 and Zone 2 East firm pumping capacity.

### *Distribution*

Adequate water pressure and the ability to convey required fire flows are dependent upon having adequately sized transmission and distribution mains. A water distribution system addition analysis for development of the previously proposed Sky Heights Subdivision was completed by Interstate Engineering, Inc. in June 2005. The Sky Heights proposed subdivision included Lots 4A and 4B, Block 1 of Bergquist Subdivision, which are both located within the planning study site. The Sky Heights Subdivision was most similar to the proposed Alternate 1. The analysis showed sufficient pressures and flows within the development; the analysis, however, must be revised for the future development plan as required by the District. Providing adequate pressure and fire flow is accomplished by connecting existing mains in Pemberton Lane and U.S. Highway 87 with a 10-inch diameter main will further strengthen the hydraulic conditions in and around the subject area.

The Department of Environmental Quality (DEQ) requires that adequately sized distribution mains and hydrants be provided. Therefore, adequate pressures and fire protection can generally be said to be available for the subdivision.

Based on the above reviews, adequate water treatment, capacity and distribution is available at the present time for both average day and peak demand circumstances.

### *Financing*

The water system is an enterprise fund that utilizes fees for service to cover costs associated with operating the system. As a result of the connection to the CWDBH water main, the developers would be responsible for district annexation fees for portions of the site not currently in the District boundary, which are currently \$0.148 per square foot of the net lot area or \$218,633.00. The annexation buy-in fee typically increases annually. In addition to these costs, individual lot owners will also be subject to system development fees at the time of lot development. These fees depend on the water meter size.

### **Sanitary Sewer Service**

Wastewater collection from the subject property will be provided initially by extension of an existing 8-inch stub from the existing 10-inch main in Pemberton Lane.

**Table 2: Average Wastewater Flows**

	Population per unit	Alternate 1			Alternate 2			Alternate 3		
		Med. Density / Strip Commercial	Estimate Population	Flow Estimate	Low to Med. Density Commercial w/ 5-Mile Creek Residential	Estimate Population	Flow Estimate	Mixed Use	Estimate Population	Flow Estimate
Residential Lots	3	120	360	54720	0	0	0	12	36	5472
Townhome/Duplex	2.5	14	35	5320	42	105	15960	122	305	46360
Multi-Family Apartment Units	1.5	0	0	0	0	0	0	80	120	18240
Commercial Area (acres)		3.215		3697.25	24.6		28290	10.3		11845
<b>Total</b>				<b>63,737</b>			<b>44,250</b>			<b>81,917</b>

Consistent with the determination of the water demand, sanitary sewer flows are estimated based on the per capita wastewater flow (152 gpcd) times the population density for the likely nature of the development. The Maximum Month Average Day flow is computed using a ratio factor of 1.17. Wastewater flows from the subject property are summarized below:

Average daily water demand	
Alternate 1:	63,737 gpd
Alternate 2:	44,250 gpd
Alternate 3:	81,917 gpd

Max monthly average water demand

Alternate 1:	74,573 gpd
Alternate 2:	51,773 gpd
Alternate 3:	95,843 gpd

*Treatment Capacity*

The capacity of the Billings wastewater treatment plant is 26 MGD. The year 2000 maximum month average day City wastewater flow is 7.33 MGD. Therefore, maximum month average day wastewater flows from the subject property (0.096 MGD) would represent 0.5 percent of the available wastewater treatment plant capacity:

$$[(0.096 \text{ MGD}) / (26 \text{ MGD} - 7.33 \text{ MGD})] * 100\% = 0.5\%$$

*Collection*

The City of Billings generally likes sewer mains to be sized with adequate capacity to convey design flows when flowing two-thirds full. The existing 10-inch sewer main constructed at a slope of a minimum 0.28 percent has a carrying capacity of approximately 408 gpm when flowing two-thirds full. Sanitary sewer design flows are typically equal to peak hourly flow conditions. Peak hour flows are estimated using a graph of the peak hour to average day wastewater flow ratio versus population as presented in Figure 1 of DEQ design Circular DEQ-2. Based on an estimated population of 540 persons, this ratio equals approximately 4.0. Therefore, the peak hourly flow from the subject area equals:

$$(56.9 \text{ gpm} * 4.0) = 228 \text{ gpm}$$

Therefore, the design wastewater flow from the subject property would use approximately 55.8 percent of the two-thirds full carrying capacity of the 10-inch sewer constructed at minimum allowable slopes.

DEQ requires that the internal collection system of a subject property be comprised of minimum 8-inch diameter collection mains. Eight-inch diameter collection mains flowing two-thirds full at minimum allowable slopes have a capacity of approximately 270 gpm. The per capita peak hour wastewater flowrate based on 152 gpcd equals:

$$[(152 \text{ gpcd} / (1,440 \text{ minutes/day})) * 4.0] = 0.42 \text{ gpm per person}$$

Therefore, the population tributary to any eight-inch sewer cannot exceed the capacity of an eight-inch sewer flowing two-thirds or a larger sewer must be used. The design population for an eight-inch sewer equals:

$$(270 \text{ gpm} / (0.42 \text{ gpm/person})) = 643 \text{ persons}$$

The subdivision wastewater flows ultimately travel to the Five Mile lift station. According to the City of Billings Water and Wastewater Facilities Master Plan 2006, peak hour dry weather inflow is only about 40 percent of the estimated lift station capacity. Upgrade of the Five Mile lift station has

been identified as a priority, as the service area has the most potential for growth within the City of Billings planning area.

Based on the above reviews, adequate sewage treatment and collection capacity is available at the present time for both average day flow and peak flow circumstances.

### *Financing*

The sewer system, like the water system, is an enterprise fund that utilizes fees for service to cover costs associated with operating the system. Individual lot owners will be subject to system development fees at the time of lot development. These fees depend on the water meter size and are also subject to the franchise fee.

## **Stormwater Management**

As is the case for all new developments, Crossroads North will be required to meet the criteria of the City of Billings *Stormwater Management Manual*, which requires management of increased runoff flows in excess of historic conditions. Below are the general requirements for stormwater management procedures and methods as defined in the *Stormwater Management Manual*.

### **1.1 Stormwater Runoff Requirements**

*All stormwater originating on any proposed land development, roads, and all areas draining thereto shall be estimated as to rate of precipitation and to percentage of runoff in accordance with this Manual. Estimates of precipitation and runoff shall be the basis of a drainage plan which shall be prepared by a Professional Engineer, licensed in the State of Montana and which shall be submitted to the City Engineer's Office for review and approval.*

#### **1.1.1 General Runoff Requirements for the Entire City:**

*The following is a list of regulations that will be enforced for all construction/development/redevelopment projects throughout the City of Billings:*

- Under no circumstances shall runoff generated from a commercial or industrial site leave that site and drain to a neighboring property. Drainage to the public right-of-way, provided flows are not concentrated, may be allowed only with written approval from the City Engineer's Office.*
- Under no circumstances shall runoff generated from a residential site of two or less living units on a single lot drain from that site to a neighboring property. Runoff from these sites will be allowed to drain to the adjacent street right-of-way provided flows are not concentrated. Runoff will not be allowed to discharge to gravel alleys.*
- Natural drainages, such as depressions, swales, ditches, channels, etc. shall be preserved to the maximum extent possible.*

- *Illicit discharges (non-stormwater) are prohibited from discharging to any storm drain system. This includes wash water, interior building drainage water, irrigation water, etc. For a full list of illicit discharges, refer to Ordinance 28-100.*
- *Overland/ sheet flow to the City's storm drain system, including streets, is not allowed, unless approved by the City Engineer.*
- *Snow melt is considered stormwater runoff and melting snow runoff shall meet the requirements of this manual.*
- *Lands that lie within "flood hazard zones" as shown on the appropriate maps prepared by the Federal Insurance Administration, shall comply with the regulations of the National Flood Insurance Program.*
- *A parking lot may not impound more than 18 inches of stormwater runoff during the major event.*

### **1.1.2 General Runoff Requirements for Site Development:**

*The following is a general list of regulations, in addition to those of Section 1.1.1, that will be enforced for Comprehensive Drainage Plan (CDP) sites:*

- *The City requires the Rational Method be used for all developments 5 acres or less and the SCS Hydrograph method be used for all developments greater than 5 acres. The USGS Regression equations may be appropriate on very large, undeveloped sites.*
- *CDP sites must implement low impact development (LID) practices that infiltrate, evapotranspire, or capture for reuse the first 0.5-inch of rainfall from the 24-hour storm of their site's runoff. The runoff generated from this storm must be entirely retained on site. Low impact development is discussed in Chapter 7.*
- *CDP sites will be required to size their on-site storm drain facilities based upon the 50-year, 24-hour storm and the assumption of no discharge to the City's storm drain system.*
- *Even though CDP sites will be required to size their facilities based upon no discharge, CDP sites may be allowed a discharge to the City's storm drain system at a metered rate of the difference between post-development runoff and pre-development runoff provided LID requirements have been met per Section 3.6.*
- *All discharge connections from private sites to the City's storm drain system must have backflow prevention installed to prevent stormwater from within the City's storm drain system from surcharging to private property. Backflow preventers must be installed on-site and not within the public right-of-way. Minimum pipe diameter discharging to the City's storm drain system shall be 6 inches with a minimum slope of 1 percent.*

- *During construction, CDP sites will be required to implement and maintain temporary and permanent Best Management Practices (BMPs) in accordance with Chapter 6 of this Manual, the policies of the Environmental Affairs Division, and City Ordinance 28-100.*

### **1.1.3 General Runoff Requirements for Residential Lot Development:**

*The following is a general list of regulations, in addition to those of Section 1.1.1, that will be enforced for residential lot development:*

- *During construction, residential lot development sites will be required to implement and maintain temporary and permanent BMPs in accordance with Chapter 6 of this Manual, Environmental Affairs Policies, and City Ordinance 28-100.*
- *Property owners may not significantly alter drainage patterns of their lot without approval from the City Engineer. The City Engineers Office will define “significant” on a case-by-case basis.*

#### *1.1.4 General Runoff Requirements for Subdivision Development:*

*The following is a general list of regulations, in addition to those of Section 1.1.1, that will be enforced for subdivision development which constructs streets and public right-of-way improvements:*

- *Stormwater runoff for streets within subdivisions shall be designed in accordance with Table 4-1.*
- *All subdivisions must evaluate the 100-year, 24-hour storm and ensure stormwater does not runoff subdivision at a rate greater than the natural conditions prior to subdividing land.*
- *Subdivisions must implement low impact development (LID) practices that infiltrate, evapotranspire, or capture for reuse the first 0.5-inch of rainfall from the 24-hour storm of their runoff. The runoff generated from this storm must be entirely retained on site. Low impact development is discussed in Chapter 7.*
- *All subdivisions will be required to evaluate and mitigate stormwater runoff entering (or having the future potential to enter) and leaving subdivision and size facilities as such.*
- *During construction, subdivisions will be required to implement and maintain temporary and permanent BMPs in accordance with Chapter 6 of this Manual and City Ordinance 28-100.*
- *Public storm drain mains and laterals must be inspected with a television camera, and the inspection video or DVD must be presented to the City for review. The stormwater system must meet City requirements prior to acceptance under the subdivider’s warranty.*

Based on the City of Billings *Stormwater Management Manual*, Crossroads North must implement low impact development practices that infiltrate, evapotranspire, or capture for reuse the first 0.5-inch of

rainfall from the 24-hour storm of their runoff. After the low impact development requirements have been met, Crossroads North will be allowed to discharge from the site at a rate not to exceed that historically discharged prior to development. Based on the site location and topography, the stormwater outfall location will be Five Mile Creek. Five Mile Creek is considered a primary outfall of the City of Billings stormwater system. The Holling Drain, which passes through the project site in pipe outfalls to Five Mile Creek within the site boundary. It is anticipated that the Crossroads North outfall location would coincide with the existing Holling Drain outfall.

## Solid Waste

Solid waste disposal will be provided by the City of Billings. The City collection and disposal facility has the necessary capacity to accept solid waste from this development. The Landfill Master Plan shows the landfill will be available for continuous operation at current growth rate projections until the year 2042. The total capacity of the landfill for its projected “life” is 20,000,000 tons. The landfill has currently had 4,000,000 tons of waste placed, which leaves 16,000,000 tons of capacity available. The City would provide once-a-week service. It has been said that as Billings develops there will be a need to hire additional employees and more trucks when this area becomes the City’s responsibility. The Solid Waste Department estimates that the average Billings household generates about three 30-gallon containers of garbage a week; hence the 90-gallon residential containers that are utilized at each residence. The national average for garbage generation per household is about 4.62 pounds per day (EPA, 2007). The wastes from commercial activities can vary greatly; a scenario in which the commercial solid waste is the same proportion as the wastewater comparison between residential and commercial use is used to approximate the solid waste from commercial sites in the project area. Under this scenario, Alternate 3 (worst-case) would generate approximately 2,490 pounds per day or 1.2 tons per day which would equate to 454.4 tons per year or 14,086 tons during the remaining 31 year life of the landfill. This amounts to approximately 0.09% of the remaining landfill capacity. It is anticipated, that as our society becomes more conscious of sustainable living practices, this amount will decrease and subsequently the life of the landfill will be extended. A private hauler is currently serving portions of the area outside the current City limits. Consequently the City of Billings might not assume responsibility for the solid waste collection for up to 5 years under the provisions of MCA 7-2-4736, which states specifically:

*Preservation of existing garbage or solid waste service in the event of annexation. (1) A municipality that annexes or incorporates additional area receiving garbage and solid waste disposal service by a motor carrier authorized by the public service commission to conduct such service may not provide competitive or similar garbage and solid waste disposal service to any person or business located in the area for 5 years following annexation except: (a) upon a proper showing to the public service commission that the existing carrier is unable or refuses to provide adequate service to the annexed or incorporated area; or (b) after the expiration of 5 years, if a majority of the residents of the annexed or incorporated area sign a petition requesting the municipality to provide the service. (2) If a proper showing is made that the existing carrier is unable or refuses to provide adequate service to the annexed or incorporated area or, after the expiration of 5 years, if a majority of the residents sign a petition requesting service from the municipality, the municipality may provide garbage and solid waste disposal service to the entire annexed or incorporated area. (3) For the purposes of determining whether an existing motor carrier provides adequate service, those services provided by the carrier prior to annexation are considered adequate service.*

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## **Parks and Recreation**

The *Parks 2020 Plan*, a document prepared by Fisher and Associates, P.C., serves as the Billings Parks, Recreation, and Open Space Master Plan. The plan outlines the types of open space, parks, and recreation activities that currently exist in Billings. In addition, the plan gives a guide for future development. Furthermore, the City of Billings has requirements in place for development that also dictates the amount of open space as the area grows. It is expected that Crossroads North would have approximately 4 acres of open space or an equivalent payment made as cash-in-lieu depending upon the final subdivision configuration as determined through the platting process. A regional park is not planned for this site.

The City of Billings also has prepared the Heritage Trail Plan for a bike and pedestrian trail system that encourages development to include trail systems that further enhance open space. The plan calls for a multi-use trail along Five Mile Creek through the project area. The plan also designates Pemberton Lane as a primary bikeway along the project boundary.

## **Schools**

Currently, Crossroads North students would attend Independent or Beartooth Elementary, which, in 2010, had an enrollment of 297 and 414 students, respectively, with capacities of approximately 450 and 400 students. Middle school students would attend Castle Rock Middle School, which has an enrollment of 735 students with a capacity of 703 students. High School Students would attend Skyview High School, which had a 2010 enrollment of 1482 students and has a capacity of 1600 students. Based on 214 units at full build out of Alternate 3 (worst-case) and 0.7 students per unit, it is anticipated that approximately 150 students would be attributable to the Crossroads North development. As growth continues, it is likely that redistricting will continue over the incremental build out of Crossroads North thus allowing for the anticipated absorption of the students into the School Districts.

Current legislation prohibits the denial of development based on school capacities.

## **Public Safety**

Crossroads north, however, is partly located within the current City limits and portions not currently annexed are contiguous; extension of services to this region can be handled more easily than to noncontiguous tracts. In addition, the inclusion of commercial property should result in revenue enhancement that exceeds what is generally derived from residential uses.

## **Fire Service**

The Billings Fire Department currently serves the study area for portions within the current City limits and as part of the Billings Urban Fire Service Area (BUFSA) for the portions outside the current City limits. If annexed, the study area would continue to utilize the services of the City of Billings Fire Department and would not impose additional requirements upon the Fire Department and, in fact, would improve fire-fighting capabilities in the area by virtue of the extension of municipal facilities.

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Fire protection for the study area has been provided by Fire Station No. 6. Fire Station No. 6 is located at 1601 St. Andrews Drive (approximately 2 miles from the study area).

Land use changes, budget modifications, actual and anticipated growth patterns, timeframes, changes in fire protection service management practices, and transportation and access conditions all affect long-range planning for proposed annexation areas. As each influence changes, its effect is entered into the ongoing fire service master planning process of the City of Billings Fire Department. As part of the Department's ongoing fire safety program, it first determines the causes of past fires to determine future corrective action, and then reviews new construction plans and specifications for compliance with fire safety features of the Uniform Building Code and the Uniform Fire Code.

According to City of Billings Fire Department 2009 annual report, data indicates an incident rate of approximately 96 incidents per 1,000 people (exact population data is not available). At this level of impact, the Fire Department could anticipate up to approximately 44 incidents per year based on Alternate 3 (worst-case) within the study area at full build-out based on the residential nature of the development. Typically, new developments fall below the average number of calls because newer construction techniques are used and the use of sprinklers in many of the mixed-use units should also lower the incidence and severity of calls to the area.

### **Police Service**

If annexed, the study area would receive police protection from the City of Billings Police Department. The City of Billings Police Department is located at City Hall in the Billings Central Business District (5 miles from the study area). Response time to the area would vary depending on the location of the mobile patrol unit in the general area at the time of need. If annexed, the study area would be included in an assigned area or beat for police officers. Police protection is already provided to portions of the site in Bergquist Subdivision, which is immediately adjacent to portions outside the City limits contained in Crossroads North. This means police officers would not need to substantially expand their service boundary to serve this development.

The City of Billings Police Department 911 dispatch center received, on average, 4,600 calls per month in 2007 according to the City/County Communications Center Activity statistics. The City of Billings Police Department has indicated that expansion of the City limits would have an impact on its manpower and budget. Response times would depend on the availability and location of patrols. Although an impact from the inclusion of this area is anticipated, the contiguous nature of the parcel and the ability to increase police staff incrementally as development occurs over time should help mitigate demands placed upon the department. It is again important to point out that data shows (with the exception of alarm calls) a lower than average dispatch frequency to newer developments.

### **Emergency Medical Services**

Both Billings Clinic at 2813 Ninth Avenue North and St. Vincent's Hospital at 1233 North 30th Street would provide routine and emergency medical services in the area. The hospitals are approximately 5 and 5.5 miles, respectively, from the study area. There are also emergency outpatient and walk-in treatment facilities at 760 Wicks Lane (1.5 miles from study area).

The ambulance service for the area would be provided by private industry (American Medical Response). The impact on City services, therefore, is expected to be minimal. American Medical Response indicated that the number of calls correlate with the type of development. Based upon current trends and the existing development, it is expected any increases in ambulance needs would be absorbed under the incremental growth processes that have been previously discussed. It is expected that most of the calls would be related to traffic issues as the area becomes more crowded, with more calls during the early morning and late afternoon.

The impact to the provider and their ability to provide timely service, as required by City ordinance, would become increasingly difficult with the expansion of the City limits. American Medical Response, with its existing locations, cannot meet response time requirements for the entire urban planning area. Just as has occurred with the Fire Department, American Medical Response will need to review new dispatch locations over time in order to maintain the required response times. As this service is provided through the private sector, free market enterprise will continue to dictate expansion needs.

As this area is annexed, this need should continue be analyzed and addressed as appropriate between the developer, The City of Billings and American Medical Response. For the sake of public safety, the ordinance should continue to be enforced as the City of Billings expands. If American Medical Response cannot meet the requirements of the ordinance, then it may be necessary to solicit service from other suppliers, provide a municipal service supplier or review the adequacy of the ordinance requirements.

## **TRANSPORTATION ANALYSIS**

A Traffic Impact Study was performed in 2007 for North Pointe Square Subdivision, Second Filing and Sky Heights Subdivision. North Pointe Square Subdivision, Second Filing was to be located on Tract 2-A-1 of Certificate of Survey No. 1965 Amended and the Sky Heights Subdivision was to consist of Lots 4A and 4B of Bergquist Subdivision. Neither subdivision has been recorded to date.

Peak hour traffic counts were performed at the intersections of Main Street/U.S. Highway 312 and U.S. Highway 87 and at Main Street and Pemberton Lane as part of the Traffic Impact Study. Bench Boulevard is located south of the U.S. Highway 87 at the intersection with Main Street/U.S. Highway 312.

Peak hour traffic counts for the morning at the intersection of Main Street/U.S. Highway 312 and U.S. Highway 87 generally consists of an influx of traffic from the smaller communities and rural areas such as Roundup, Shepherd, Huntley, and Worden into the City of Billings. The peak hour traffic counts at the intersection show approximately 650 vehicles heading into the City of Billings on Main Street, while about approximately 250 vehicles exit the city via U.S. Highways 87 and 312. The northbound traffic from Bench Boulevard was minimal.

Peak hour traffic counts for the morning at the intersection of Main Street and Pemberton Lane generally show the same trend of influx on Main Street from the outlying communities into the City of Billings. Traffic from Pemberton Lane primarily turns to the southeast onto Main Street from both the east and west sides of the intersection. Based on the counts from the west side of the

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intersection nearest Crossroads North, 18 vehicles turned northwest on Main Street, 8 vehicles headed east on Pemberton, and 63 vehicles turned southeast onto Main Street.

The traffic trend for the afternoon peak hour is generally the inverse of the morning trend consisting of traffic at the intersection of Main Street/U.S. Highway 312 and U.S. Highway 87 exiting the City of Billings toward the outlying communities to the north and east. Approximately 825 vehicles exit the city via U.S. Highways 87 and 312, while approximately 300 vehicles enter the city via the intersection.

Peak hour traffic counts for the afternoon at the intersection of Main Street and Pemberton Lane generally show the same trend of traffic exiting the city on Main Street to the outlying communities. Based on the counts from the west side of the intersection nearest Crossroads North, 47 vehicles turned northwest on Main Street, 20 vehicles headed east on Pemberton, and 34 vehicles turned southeast onto Main Street. Traffic from the east side of the intersection consisted of 21 vehicles heading west on Pemberton, 10 turning northeast on Main Street, and 53 turning southwest onto Main Street.

The report recommends the installation of a traffic signal at the intersection of U.S. Highway 87 and Main Street, as the subdivisions are expected to substantially increase entering traffic volumes. These increases would be most significant during the weekday PM peak hour. As part of the Phase 2 Bench Boulevard project, the Montana Department of Transportation has approved a traffic signal and other intersection upgrades. A concept exhibit of the proposed intersection has been provided in Appendix A.

The complete traffic study and associated counts are provided in Appendix B. Please refer to the appendix for a more complete look at the existing traffic conditions at the site.

**Regular City Council Meeting**

**Date: 05/23/2011**

**TITLE:** Public Hearing and First Reading of City Code Amendments to Address Annexation Policy

**PRESENTED BY:** Candi Beaudry

**Department:** Planning & Community Services

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**Information**

**PROBLEM/ISSUE STATEMENT**

Since its first adoption in November 2004, the City Council has used the Annexation Policy and Limits of Annexation Map as its primary growth management tool for the City. Over the last eight years, the Annexation Policy has replaced the Urban Planning Area that preceded the Annexation Policy as a growth management tool in Billings dating back to the 1960s. The Urban Planning Area was developed in conjunction with water and wastewater system planning and it has always been a requirement that property be in the Urban Planning Area prior to being able to receive City water and wastewater services. The requirements and process to maintain the Urban Planning Area are spelled out in Section 20-300 of the Billings Municipal Code. The Urban Planning Area also is mentioned in Section 26-203 of the Billings Municipal Code under Water and Waste Water Service Area. After working to ensure alignment of the Urban Planning Area boundary and the Limits of Annexation Map boundaries over several years, the City Annexation Committee recommended to the City Council in 2009 and again in early 2011 that the Annexation Policy and Map replace the Urban Planning Area and that the City Code be updated to reflect this change. This proposed ordinance will accomplish these changes and align the City Code with the the Annexation Policy. These changes will reduce confusion and eliminate conflicting processes and procedures that were in both City Code and the Annexation Policy.

**ALTERNATIVES ANALYZED**

The Council may:

Approve the ordinance changes on first reading;

Delay action on the ordinance changes on first reading; or

Deny the ordinance changes on first reading. Denial of the ordinances changes will cause continued confusion for staff and the development community on how the Urban Planning Area and Annexation Policy function together.

**FINANCIAL IMPACT**

There is no direct financial impact to the City by amending these ordinances to align the City Code with the Annexation Policy.

**BACKGROUND**

The Annexation Committee has been working to align the Urban Planning Area boundaries and the Limits of Annexation Map boundaries for several years. The Urban Planning Area has been eclipsed by the Annexation Policy and Limits of Annexation Map as the City's primary growth management tool. Over time, City long range planning documents like the Water and Wastewater Master Plan, Capital Improvement Plan, Yellowstone County and City of Billings Growth Policy, and various area and neighborhood plans have been aligned to the Annexation Policy and Limits of Annexation Map and not the Urban Planning Area. The Annexation Committee is following City Council direction in making these Code amendments . These proposed ordinance changes will align the City Code with the Annexation Policy. These changes will reduce confusion and eliminate conflicting processes and procedures that were in both City Code and the Annexation Policy.

## **STAKEHOLDERS**

The Annexation Committee has met six times from October 2010 through April 2011 to discuss these City Ordinance amendments. The proposed amendments have been presented to the City Council at Work Sessions in 2009 and 2011. The proposed amendments have been discussed several times at the monthly meeting between City staff and the Billings Homebuilders Association. Before it may take action on first reading for these amendments, the City Council must conduct a public hearing. This hearing has been advertised in the Billings Times as required by law for public notification.

## **CONSISTENCY WITH ADOPTED POLICIES OR PLANS**

Over time, City long range planning documents like the Water and Wastewater Master Plan, Capital Improvement Plan, Yellowstone County and City of Billings Growth Policy, and various area and neighborhood plans have been aligned to the Annexation Policy and Limits of Annexation Map and not the Urban Planning Area. These changes will reduce confusion and eliminate conflicting processes and procedures that were in both City Code and the Annexation Policy, and make the City Code and Annexation Policy consistent with other adopted policies and plans.

## **RECOMMENDATION**

Staff recommends that Council conduct a public hearing and approve the amendments to City Code sections 20-300 and 26-203 on first reading as recommended by the Annexation Committee.

## **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

Ordinance Amending Section 20-300 and 26-203 of the City Code

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ORDINANCE NO. 11-\_\_\_\_\_

AN ORDINANCE AMENDING THE BILLINGS CITY  
CODE BY AMENDING SECTION 20-300 AND  
SECTION 26-203 TO ALIGN THE ANNEXATION  
POLICY AND CITY ORDINANCE TO BE  
CONSISTENT WITH APPLICATION OF THE  
ANNEXATION POLICY IN THE FUTURE

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

**Section 1.** Amend Sec 20-300 of the Billings Municipal Code, as follows:

**ARTICLE 20-300. URBAN PLANNING AREA STUDY**

**Sec. 20-301. Established Purpose.**

~~The urban planning area map and the area encompassed thereby as amended from time to time is hereby approved and adopted. An urban planning study must be completed prior to any property being considered to be added to the Limits of Annexation Map Red Area. The City Council will use the criteria for the Urban Planning Study as described in the City Annexation Policy when evaluating Limits of Annexation Map amendments.~~

~~(Code 1967, § 25.30.010)~~

**Sec. 20-302. Review.**

~~The city-county planning board may review the expansion of the urban planning area quarterly during the first week of January, April, July and October of each year and make recommendations. The planning staff will cause notice of hearing to be published and notice to be given to the city clerk of the hearing date in order to have the same placed on the council agenda for hearing.~~

~~(Code 1967, § 25.30.020)~~

**Sec. 20-303. Notice of hearing.**

~~Notice of public hearing on the proposed expansion of the urban planning area shall be published once each week for two (2) consecutive weeks; the last publication shall be at least three (3) days prior to the date of public hearing. The public hearing shall be convened at the time set in the notice. The public hearing shall be held at the regular council meeting following the final publication.~~

~~(Code 1967, § 25.30.030)~~

**Sec. 20-304. Planning recommendations.**

~~At the conclusion of the public hearing, or at the next council meeting following the public hearing, the planning staff shall make the planning recommendations to the city council.~~

(Code 1967, § 25.30.040)

**Sec. 20-305. Expansion of urban planning area.**

The city council may approve any expansion of the urban planning area together with an updated map of the expanded area by resolution.

(Code 1967, § 25.30.050)

**Section 2.** Amend Sec 26-203 of the Billings Municipal Code, as follows:

**Sec. 26-203. Prerequisite to application.**

The following conditions shall be met prior to making application for enlargement of the service area:

(1) The property at the time the application is filed shall be:

- a. Contiguous to the boundary of the service area as same exists;
- b. Entirely within the city's urban planning area Red Area on the Limits of Annexation Map;
- c. Entirely within the city's facilities planning area.

(2) Applicant shall complete annexation requirements.

(3) Provided, that should a state or federal governmental entity, as a condition of providing funds or grants, require that service be extended to other areas outside the scope of this section (section 26-203), the city council may, upon receipt of application for waiver and upon a proper showing, waive the requirements of this section.

(Ord. No. 85-4618, § 1(18.05.030), 1-14-85)

**Section 3.** Effective Date. This ordinance shall be effective July 13, 2011.

**Section 4.** Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 23<sup>rd</sup> day of May, 2011.

PASSED, ADOPTED and APPROVED on second reading this 13th day of June, 2011.

CITY OF BILLINGS

By: \_\_\_\_\_

Thomas W. Hanel, Mayor

ATTEST:

By: \_\_\_\_\_

Cari Martin, City Clerk