

CITY OF BILLINGS

CITY OF BILLINGS VISION STATEMENT:

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

AGENDA

COUNCIL CHAMBERS

June 27, 2011

6:30 P.M.

CALL TO ORDER – Mayor Hanel

PLEDGE OF ALLEGIANCE – Mayor Hanel

INVOCATION – Councilmember McFadden

ROLL CALL

MINUTES: June 13, 2011

COURTESIES

PROCLAMATIONS

ADMINISTRATOR REPORTS - TINA VOLEK

PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Items: #1, #2, #5, #6, #7, #11 and #12 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. Mayor Hanel recommends that Council confirm the following appointments:

1.

	Name	Board/Commission	Term	
			Begins	Ends
1	Ronald Spence	Tourism BID Board	07/01/11	06/30/15
2	Chris Johnson	Tourism BID Board	07/01/11	06/30/15

B. Bid Awards:

1. **IP-9 Elevator Project, Billings Logan International Airport.** (Opened 6/14/2011) Recommend Fisher Construction; \$223,500.
2. **SID 1369, Moore Lane Improvements.** (Opened 5/24/2011) (Delayed from 6/13/2011) Recommend HL Ostermiller; \$882,956.90.
3. **W.O. 10-29 Wasterwater Treatment Plant West Mechanical MCC Replacement and Improvements.** (Opened 6/14/2011) Recommend delay of award until July 11, 2011.
4. **2011 Flatbed Truck with Hydraulic Telescoping Crane for Street/Traffic Division.** (Opened 6/14/2011) Recommend I-State; \$91,919.
5. **W.O. 11-05, Chapple Area Water Main Improvements.** (Opened 6/14/2011) Recommend Ahanu Construction; \$830,065.

C. Change Order #2 (Final), W.O. 09-14 Wicks Lane and St. Andrews Drive Traffic Signal, Ace Electric, \$5,491.53.

D. Contract with Reporter Big Sky for paper and office supplies; three-year contract with three, 1-year options to renew.

E. Agreement between City of Billings and American Medical Response (January 2011 - December 2011 renewable annually).

F. Agreement with Billings Housing Authority to fund one Police Officer; 7/1/2011 - 12/31/2011.

G. Development Agreement with homeWORD for acquisition of property and construction of a low-income, multi-family housing complex.

H. Annual Agreements for Landfill Use with Bighorn County, Carbon County, Musselshell County, Stillwater County, Treasure County, Town of Columbus, Town of Fromberg, Town of Hysham, Town of Bridger, Town of Joliet, City of Laurel, City of Big Timber, and City of Red Lodge (7/1/11 – 6/30/12); and 3-year Landfill Use Agreement with Yellowstone County (7/1/11 – 6/30/14, with annual amendments).

I. Approval of 5-year lease agreement with the Crime Prevention Center to occupy space in the Park I Garage at \$0 rent.

J. Approval of Sublease Agreement by and between Edwards Jet Center Montana, Inc. and Rocky Mountain College; and **Airport Operating Permit** by and between City of Billings and Rocky Mountain College.

K. Amendment #16, Airport Terminal Circle Road Paving Project. Engineering Design Services Contract, Morrison-Maierle, Inc., \$9,761.

L. Street Closures:

1. **Magic City Soul Run 3K & 10K** - Saturday, August 13, 2011, 6:30 a.m. to 1:00 p.m., South Park starting at 6 Ave. S., to S. 34th, to 4 Ave. S., to S. 35th and back to South Park (3K ends). 10K continues from S. 35th to State Ave., to Jackson St., to Monroe St., to Bruce St., to Phillip St., to S. Billings Blvd; turning around and following course in reverse back to South Park.
2. **Billings Clinic Classic Street Party** - N. 28th between 3rd Ave. N and 4th Ave. N; Alley at North 27th/28th between 3rd Ave. N. and 4th Ave N.; and Alley at North 28th/29th between 3rd Ave. N. and 4th Ave. N.; Midnight 8/26/11 through 5:00 a.m. 8/28/2011.
3. **Harvest Church Freedom 5K Walk/Run** ; Saturday, July 2, 2011; 7:00 a.m. to 11:00 a.m.; commencing at Harvest Church and proceeding northwest on West Wicks Lane, east on Matador, south on Vesca Way, east on Sierra Grande Boulevard, south on Fantan Street, west on Wicks Lane, ending at Harvest Church.

M. Resolution authorizing closure of Debt Service Funds for SID 1315 - Lampman Sub. Water Improvements; SID 1326 Pemberton Sub. Sewer; and SID 1338 Agate Avenue Sanitary Sewer to the SID Revolving Fund.

N. Resolution accepting the terms and conditions of the InterCap Loan obtained to finance SID 1387, Zimmerman Trail Sanitary Sewer.

O. Resolution adjusting fees charged at the Animal Shelter.

P. Second/Final Reading Ordinance providing that the BMCC be amended by revising portions of Sections 4-300 and 4-400 of said code updating language for definitions; keeping of wild animals; impoundment of abused, mistreated, or neglected animals; potentially dangerous animals; small animals at large; small animals in city parks or public lands; loosing of animals; vaccination of dogs/cats for rabies; small animal owner's promise to appear; registration; proof of vaccination; animal control officer, disposition of unclaimed animals, and penalties.

Q. Preliminary Minor Subsequent Plat of Amended Lot 9-A, Block 1, Montana Sapphire Subdivision described as five lots on approximately 11 acres of land for commercial or industrial development generally located on the southwest corner of Shiloh Road and King Avenue West; Montana Sapphire, LLC, owner; Rimrock II, LLC, subdivider; Sanderson Stewart, representing agent; conditional approval and adoption of the findings of fact.

R. Cancellation of Checks and Warrants, \$5,223.17.

S. Bills and Payroll:

1. May 27, 2011

2. June 23, 2011

REGULAR AGENDA:

2. **EMERGENCY ORDINANCE BANNING MEDICAL MARIJUANA STOREFRONTS** in the City of Billings. (1) If the preliminary injunction in the Lewis and Clark County case is denied and SB 423 becomes effective, staff recommends approval of the emergency ordinance banning the sale of medical marijuana or marijuana-infused products in Billings storefronts. (2) If a decision on the preliminary injunction is not made by June 27, staff recommends postponing action on the emergency ordinance to a meeting on July 1 or later. (3) If the preliminary injunction is approved, staff recommends denial of the emergency ordinance on storefronts and direction to staff to begin working on extending the moratorium emergency ordinance when it expires in November 2011. (Action: approval or disapproval of staff recommendation.)
3. **PUBLIC HEARING AND RESOLUTION** for submitting to City voters in November 2011 the issue of general obligation bonds in the amount of up to \$16,690,000 for the purpose of paying costs of designing, constructing, and equipping a new downtown Library building. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
4. **PUBLIC HEARING AND RESOLUTION** approving and adopting Fourth Quarter Budget Amendments for Fiscal Year 2010/2011. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
5. **RESOLUTION** approving and adopting the Fiscal Year 2012 City of Billings Budget. Public Hearing held on 6/13/2011. Staff recommends approval and adoption. (Action: approval or disapproval of staff recommendation.)
6. **RESOLUTIONS** setting annual FY2012 assessments for Park Maintenance Districts; Light Maintenance Districts; Fire Hydrant Maintenance; Street Maintenance; Storm Sewer; Tourism Business Improvement District; Business Improvement District; and imposing annual all-purpose mill levy and mill levies for Library operation, Transit operation, and Public Safety Funds. Delayed from 6/13/2011. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
7. **RESOLUTION** setting annual FY2012 assessments for Arterial Construction Fees. Delayed from 6/13/2011. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
8. **PUBLIC HEARING AND FIRST READING ORDINANCE FOR ZONE CHANGE #876:** A zone change from Residential 7,000 to Residential Multi-Family Restricted on a 20,235 square foot parcel of land containing an existing 4-plex multi-family dwelling originally constructed in 1955. The subject property is legally described as Lot 25 and the west 14 feet of Lot 26, Block 1, Arrowhead Subdivision generally located at 519 Crow Lane in Billings Heights; Trenton Parks, applicant. Zoning Commission recommends approval and adoption of the determinations of the 12 criteria. (Action: approval or disapproval fo Zoning Commission recommendation.)

9. **PUBLIC HEARING AND APPROVAL** of a new Subdivision Improvements Agreement for King Place Subdivision, Amended Lot 1A, Block 1. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
10. **PUBLIC HEARING AND FIRST READING ORDINANCE** approving the Empire Parking Garage and Northern Hotel Project as Urban Renewal Projects in the Expanded North 27th Street Urban Renewal Area - 2008. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
11. **APPROVAL** of the sale of Lots 9-12, Block 142, Original Town of Billings, to RiverStone Health in the amount of \$70,000. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
12. **MPEA/POLICE 7/1/2011 - 6/30/2013 UNION CONTRACT** . Staff recommends approval. (Action: approval or disapproval of Staff recommendation.)

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

COUNCIL INITIATIVES

ADJOURN

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

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

Regular City Council Meeting

Date: 06/27/2011

TITLE: Boards & Commissions Appointments

PRESENTED BY: Tina Volek

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The Mayor is requesting that the City Council confirm appointments for Board and Commission positions that are vacant due to term expirations.

ALTERNATIVES ANALYZED

Council may:

- Confirm the proposed appointments; or
- Not confirm the appointments. Positions that are not filled will be readvertised.

FINANCIAL IMPACT

The proposed action has no financial impact.

RECOMMENDATION

Mayor Hanel recommends that Council confirm the following appointments:

	Name	Board/Commission	Term	
			Begins	Ends
1	Ronald Spence	Tourism BID Board	07/01/11	06/30/15
2	Chris Johnson	Tourism BID Board	07/01/11	06/30/15

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Date: 06/27/2011

TITLE: Approval of the Award of IP-9 Office Building Elevator Project for Billings
Logan International Airport

PRESENTED BY: Tom Binford

Department: Airport

Information

PROBLEM/ISSUE STATEMENT

The IP-9 Office Building Elevator Project, which is included in the City's Capital Improvement Plan, will install a new elevator at the IP-9 office building. Currently the IP-9 building does not provide for Americans with Disabilities Act (ADA) compliant accessibility to the building's second floor. This Project will provide a two-stop, ADA compliant elevator that will access the second floor and a 250 square foot entry vestibule accessing the first floor. The new elevator will be installed on the west side of the building and provide an ADA compliant concrete sidewalk from the building's west end parking lot to the vestibule entry. Also included in this Project is a new code compliant iron railing system and push button automatic door openers located on the inside and outside of the building. This Project was advertised in the *Billings Times* on June 2 and 9, and posted on the City's Web Site. On June 14, 2011, the following bids for this Project were received:

CONTRACTOR

Fisher Construction
General Contractors Construction Company Inc.
Jackson Contractor Group
Langlas and Associates
Estimate

BID

\$223,500
\$226,277
\$237,980
\$248,000
\$290,000

ALTERNATIVES ANALYZED

The City Council may:

- Approve the contract with the low bidder for the IP-9 Office Building Elevator Project; or
- Decline to approve the contract, reject all bids, and not complete the Project at this time.

FINANCIAL IMPACT

The total cost of this Project is \$223,500. This Project is included in the FY 2011 budget and funds are available in the Airport's Capital account.

RECOMMENDATION

Staff recommends the City Council award the contract for the IP-9 Office Building Elevator Project to the low bidder, Fisher Construction, for the amount of \$223,500.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Date: 06/27/2011

TITLE: SID 1369 Moore Lane Bid Award

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

SID 1369 Moore Lane was created at the March 14, 2011 City Council Meeting. SID 1369 will construct missing sanitary sewer improvements, new storm drain, curb and gutter, sidewalk, and the necessary widening and reconstruction of the street. Bids for SID 1369 Moore Lane were received on May 24, 2011. At the June 13th Council Meeting, award of SID 1369 was delayed to allow for the sale of bonds to finance the project.

ALTERNATIVES ANALYZED

The council may:

- After approving selling the bonds, award SID 1369 to HL Ostermiller; or
- Reject all bids.

FINANCIAL IMPACT

The total estimated costs of the Improvements are \$1,721,000. The costs of the Improvements are to be paid from the following sources: (1) \$1,296,000 of Special Improvement District Bonds; and (2) \$425,000 cash contribution from the City of Billings utilizing arterial fee and storm funds.

The City received four bids for this project as follows:

Contractor	Total
Engineer's Estimate	\$1,118,998.24
HL Ostermiller	\$882,956.90
Riverside Sand & Gravel	\$927,785.95
CMG Construction	\$939,340.00
Knife River - Billings	\$975,759.80

RECOMMENDATION

Staff recommends that Council, after the sale of bonds, award the SID 1369 construction contract to HL Ostermiller in the amount of \$882,956.90.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Date: 06/27/2011

TITLE: Bid Award for W.O. 10-29 WWTP West Mechanical MCC Replacement and Improvements

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

The City received bids on June 14th for W.O. 10-29 WWTP West Mechanical MCC Replacement and Improvements. The purpose of this project is to replace aging Motor Control Center (MCC) Panels at the Wastewater Treatment Plant in the West Mechanical Building. The project will include the replacement of the MCC Panels, new wiring to all the associated equipment from the MCC Panel, and replacement of the Waste Activated Sludge Pump Variable Frequency Drives.

The City recieved three bids for the project and all of the bids exceed the current budget. However, the difference between the high and low bid is 2.5%. Staff is requesting Council delay awarding the bid until the July 11, 2011, City Council Meeting to allow Staff to review the bids in further depth.

ALTERNATIVES ANALYZED

The Council may:

- Delay the award for W.O. 10-29 until the July 11, 2011 City Council Meeting; or
- Reject all bids for W.O. 10-29

FINANCIAL IMPACT

Funding for this project is from wastewater revenues. The City received three bids for this project as follows:

Bidders	Total Bid
Engineers Estimate	\$400,000.00
Colstrip Electric	\$631,350.00
ACE Electric	\$626,755.00
Action Electric	\$618,000.00

A breakdown of the project funds per the CIP is listed below:

FY 11 Wastewater Revenues	\$425,700.00
Contract Amount (This Memo)	\$618,000.00
Remaining Funds	\$(192,300.00)

RECOMMENDATION

Staff recommends that Council delay until July 11, 2011, awarding the contract for Work Order 10-29 WWTP West Mechanical MCC Replacement and Improvements so that staff has time to further review the bids.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Date: 06/27/2011

TITLE: 2011 Flatbed Truck with Hydraulic Telescoping Crane

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

The Street/Traffic Division of the Public Works Department received bids on June 14, 2011, to purchase a Flatbed Truck with Hydraulic Telescoping Crane. This vehicle will replace Unit 1150, a 1988 Ford F900 with IMT Mdl 1295 Crane. This new truck is included in the Equipment Replacement Plan (ERP). The new flatbed truck will also have a 5 year warranty that will be included with the bid price.

ALTERNATIVES ANALYZED

The City Council may:

Approve the purchase of a Flatbed Truck with Hydraulic Telescoping Crane from I State in the amount of \$90,384.00 plus a 5 year warranty of \$1535.00: or

Reject all bids and not purchase the Flatbed Truck with the Hydraulic Telescoping Crane.

FINANCIAL IMPACT

The City received 3 bids for this Flatbed Truck with Hydraulic Telescoping Crane as shown below:

Vendor	Bid	Trade In	Net Bid	Warranty
I State	\$104,384.00	\$14,000.00	\$90,384.00	\$1535.00
Motor Power - International	\$104,744.00	\$7,500.00	\$97,244.00	\$2140.00
Motor Power - Kenworth	\$113,583.00	\$7,500.00	\$106,083.00	\$1425.00

RECOMMENDATION

Staff recommends that the City Council approve purchasing the Flatbed Truck with a Hydraulic Telescoping Crane from IState in the amount of \$90,384.00 plus the 5 year warranty of \$1,535.00, totalling \$91,919.00. Staff also recommends trading the existing Flatbed Truck Unit #1150 for a credit of \$14,000.00 that is reflected in the final price of the bid.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Date: 06/27/2011

TITLE: W.O. 11-05, Chapple Area Water Main Improvement Projects

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

The City Council is asked to consider authorizing a construction contract for W.O. 11-05, Chapple Area Water Main Improvement Projects. Over 6,000 lineal feet of water main and related improvements will be constructed and replaced by these projects. Work will generally take place in Arnold Palmer Drive, Mickey Wright Lane, 40th Street West, Powderhorn Drive, Snowcrest Drive, 37th Street West, and Palisades Park Drive between Rimpoint Drive and High Park Drive.

ALTERNATIVES ANALYZED

The Council may:

- Award a construction contract to the low bidder, Ahanu Construction.
- Reject all bids and not award a construction contract to the low bidder, Ahanu Construction.

FINANCIAL IMPACT

Bids were opened on June 14, 2011 for W.O. 11-05 with the results listed below:

Bidder	Total Bid
COP Construction, LLC	\$1,019,752.00
Western Municipal Construction, Inc.	\$916,000.00
Ahanu Construction	\$830,065.00
Johnston Excavating, Inc.	\$1,083,203.00
Engineer's Estimate	\$1,309,323.50

Project funding will be through City water funds.

RECOMMENDATION

Staff recommends that Council approve a construction contract for W.O. 11-05 for Ahanu Construction in the amount of \$830,065.00.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Date: 06/27/2011

TITLE: WO 09-14 Wicks and Saint Andrews Signal Change Order #2 Final

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

WO 09-14, Wicks and Saint Andrews Signal, was awarded on September 27, 2010. This project constructed a traffic signal at the intersection of Wicks Lane and Saint Andrews Drive and is close to being substantially complete. On December 8, 2010, Change order #1 was approved to add an Accessibility System to the traffic signal in the amount of \$8,500. Change order #2 (final) will add a luminaire to the northeast corner of the intersection and reconciles final quantities with bid quantities in the amount of \$5,491.53. Change order #2, combined with change order #1, is more than 10% of the original contract amount, therefore requiring approval from the City Council.

ALTERNATIVES ANALYZED

The Council may:

- Approve change order #2 for Work Order 09-14 to reconcile the project and add a luminaire; or
- Do not approve the change order and eliminate the luminaire (\$3,300) from the project. The reconciling portion of the change order would need to be approved to close out the project (\$2,191.53).

FINANCIAL IMPACT

Funding for WO 09-14 Wicks and Saint Andrews Signal and the change orders is being provided from Arterial Funds. The final contract amount is \$121,909.53.

RECOMMENDATION

Staff recommends that Council approve the change order #2 final for WO 09-14 Wicks and Saint Andrews Signal in amount of \$5,491.53.

APPROVED BY CITY ADMINISTRATOR

Attachments

Change Order

CHANGE ORDER

(Instructions on reverse side)

No. Two (2) Final

PROJECT: WO 09-14 Wicks and Saint Andrews
Traffic Signal

DATE OF ISSUANCE: 6/16/11

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

OWNER'S PROJECT NO. WO 09-14

CONTRACTOR: Ace Electric, Inc.
P.O. Box 520
Laurel, MT 59044

ENGINEER: Office of the City Engineer

ENGINEER'S PROJECT NO.
WO 09-14

CONTRACT FOR: WO 09-14

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

Purpose of Change Order: Add luminaire to northeast corner and reconcile final quantities with bid quantities.

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:

Original Contract Price

\$ 107,918.00

Previous Change Orders

\$ 8,500.00

Contract Price prior to this Change Order

\$ 116,418.00

Net Increase (decrease) of this Change

\$ 5,491.53

Contract Price with approved Change Order

\$ 121,909.53

CHANGE IN CONTRACT TIME:

Original Contract Time

45
days or date

Net Change from previous Change Orders

0
days

Contract Time prior to this Change Order

45
days or date

Net Increase (decrease) of this Change

0
days

Contract Time with approved Change Order

45
days or date

RECOMMENDED:

By _____
Engineer

APPROVED:

By _____
Owner

APPROVED:

By _____
Contractor

CHANGE ORDER

INSTRUCTIONS

A. GENERAL INFORMATION

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

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

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

B. COMPLETING THE CHANGE ORDER FORM

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

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

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

Regular City Council Meeting

Date: 06/27/2011

TITLE: Paper and Office Supplies Contract

PRESENTED BY: Liz Kampa-Weatherwax

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The Finance Division recently prepared a Request for Proposals (RFP) for a three-year contract to provide paper and office supplies to City departments, with three, 1-year options to renew. The RFP was advertised in the Billings Times on May 12 and 19, 2011. Six companies were also sent copies of the RFP via e mail.

The selection committee consisted of City staff: Liz Kampa-Weatherwax, Jamie Ogger, Christina Fox, Shannon Johnson, Charly Grimes and Denise Hice. List price discounts were requested for contract items (the top 200 items historically purchased by the City) and off-contract items (all other items purchased by the City).

Three proposals were received and reviewed by the committee from Reporter Big Sky Office, Inc., Office Depot and Replica Business Systems.

The committee evaluated the proposals and considered Proposal Compliance, Comprehensive Services Provided, Related Experience, Firm Stability, Value-Added Services, Assigned Individuals and Quality Assurance, before considering list price discounts. The committee unanimously selected the proposal from Reporter Big Sky Office, Inc., which has proposed an average or approximate discount of 45% off list price for contract and off-contract items.

ALTERNATIVES ANALYZED

Council may:

- Award a centralized paper and office supplies contract; or,
- Allow staff to purchase from various vendors.

FINANCIAL IMPACT

City Departments/Divisions spend approximately \$300,000/year on paper and office supplies and have mainly purchased through a centralized contract for past three years. This centralized contract has allowed the City to realize cost savings of approximately 39%, has saved staff time, and has given staff the ability to create reports and more accurately track spending. The Departments/Divisions have budgeted for this expense.

RECOMMENDATION

The Committee recommends that the City Council approve a three-year contract, with three, 1-year options to renew, with Reporter Big Sky Office, Inc.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Date: 06/27/2011

TITLE: 9-1-1 Dispatching Agreement between AMR & the City

PRESENTED BY: Paul Dextras

Department: Fire

Information

PROBLEM/ISSUE STATEMENT

The City of Billings through the proposed contractual Agreement provides essential 9-1-1 communications service to American Medical Response (AMR). The Agreement addresses specific responsibilities, compliance benchmarks, compensation to the City and insurance requirements associated with the provision of Emergency Medical Services (EMS) dispatch and transport services.

The initial term of this agreement shall begin on the effective date of the agreement and shall continue for a period of three (3) years. This agreement shall automatically renew for subsequent one (1) year periods.

A copy of the agreement is attached.

ALTERNATIVES ANALYZED

Council may approve the agreement or not approve the agreement.

FINANCIAL IMPACT

The initial monthly fee for the services provided to AMR by the City 9-1-1 Center shall be \$2,117.25 for January 2011 through December 2011 based on the 8,469, 9-1-1 Center generated AMR responses from November 1, 2009 through October 21, 2010.

RECOMMENDATION

Staff recommends approval of the Agreement between the City and American Medical Response (AMR).

APPROVED BY CITY ADMINISTRATOR

Attachments

911 Dispatching Agreement

AGREEMENT

THIS AGREEMENT is made as of January 1, 2011 ("Effective Date") and is entered into between American Medical Response Ambulance Service, Inc. d/b/a American Medical Response, ("AMR") and the City of Billings, Montana, a municipal corporation ("City"). AMR and the City shall be referred to collectively as "Parties" and each singularly as a "Party".

RECITALS

Whereas, AMR desires to have the City render to its patients certain medical transportation communications and other related services through the City's 9-1-1 Center, and the City has the experience and resources available to provide such services; and

Whereas, AMR desires to designate a single source 9-1-1 communications provider that is familiar with and able to provide various communication needs and manage all inbound calls associated with 9-1-1 ambulance transportation;

NOW, THEREFORE, in consideration of the foregoing recitals and for the other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **City Services.** The City will receive and process all 9-1-1 requests for emergency medical response received within the Yellowstone County 9-1-1 jurisdiction. For incidents that require an AMR response, the City will relay location and nature of call information to AMR dispatchers via radio and computer interface, and if necessary, by telephone. The City shall provide daily dispatch logs to assist AMR in reporting its monthly response time compliance to the City.

2. (a) **AMR Responsibilities.** AMR ambulance units in Billings will acknowledge receipt of 9-1-1 generated requests for service with the 9-1-1 dispatch, go en route, and go on-scene using the radio protocol established by the Billings Fire Department to enable the City dispatcher to input status information into the 9-1-1 computer aided dispatch (CAD) system.

(b) In the event of a delay in response, an AMR representative is responsible for immediately relaying an estimated time of delay to the City 9-1-1 dispatcher.

(c) AMR will ensure that all AMR crews will be capable of communicating with the City 9-1-1 Center and responding fire crews via 800 MHz radio.

(d) AMR will maintain a CAD-to-CAD interface between the City 9-1-1 Center and the AMR Communication Center. Any expenses associated with this interface will be borne by AMR. AMR will also assume any expenses associated with remote radio systems that allow AMR Communications to monitor City radio traffic. The City will

work cooperatively with AMR to troubleshoot any problems that develop with the CAD-to-CAD interface or remote radio systems.

3. **Compliance.** The parties will comply in all material respects with all applicable federal and state laws and regulations including the federal Anti-kickback statute. The City warrants and represents that the payments made by AMR to the City shall be less than or equal to the City's actual costs to provide the services outlined in this contract. No funds shall be used by the City in a manner that may violate 42 U.S.C. Section 1320a-7b, the federal Anti-kickback Statute.

4. **Standards.** The City's 9-1-1 services shall be provided in accordance with standards of quality and care applicable to an emergency communications center.

5. **Compensation to the City.** Compensation for services provided to AMR by the City shall be adjusted annually utilizing the following formula: A \$3.00 per call fee for services shall be paid by AMR for each AMR response that is initiated by the City 9-1-1 Center. The monthly fee shall be \$2,117.25 per month ("Monthly Fee") for January 2011 through December 2011 based on the 8,469 9-1-1 Center generated AMR responses from November 1, 2009, through October 31, 2010. In November of each contract year, the parties shall establish the Monthly Fee for the upcoming year based on actual call volume for the previous twelve (12) months (November 1 of the previous year through October 31 of the current year). Should the City set a higher per call fee based on increased costs, it shall give notice to AMR of its intent to do so by October 1st of each year.

6. **Insurance.**

(a) AMR shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to AMR, its agents or employees. AMR shall provide to the City an insurance certificate evidencing the required insurance prior to execution of this Agreement, and such insurance shall evident the following required coverage:

(1) Automobile Liability insurance for owned, non-owned and hired vehicles with limits no less than \$2,000,000 Combined Single Limit per accident for bodily injury and property damage; and

(2) Commercial General Liability insurance coverage, written on an occurrence basis with limits no less than \$750,000 per claim, \$1,500,000 per occurrence, and \$3,000,000 aggregate per occurrence. The City shall be named as a primary additional insured. AMR's insurance will be primary in a loss, and any City of Billings' insurance will be non-contributory. AMR shall also maintain a policy of Professional Liability insurance in an insurable amount of not less than \$1,500,000 per claim and \$3,000,000 aggregate. AMR shall demonstrate written proof of these mandatory minimum coverages and noncontributory endorsement by providing a Certificate of Insurance to the City evidencing such prior to execution of this contract. Coverage shall include premises, operations, independent contractors, products, completed operations, personal injury, and advertising injury. There shall be no endorsement or modification of

the Commercial General Liability insurance excluding liability arising from explosion, collapse or underground property damage.

(b) The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, or employees. AMR's insurance shall be primary. Any insurance, self insurance, or insurance pool coverage maintained by the City shall be in excess of AMR's insurance and shall not contribute with it. Coverage shall not be suspended, voided, or canceled by AMR, reduced in coverage or in limits except after AMR has provided thirty (30) days prior written notice to the City.

(c) AMR shall require its subcontractors related to this Agreement, if any, to carry insurance consistent with this section and shall provide evidence of such insurance to the City upon request.

7. Indemnification.

- A. AMR shall indemnify, defend, save and hold the City harmless from claims, lawsuits, judgments, demands, costs, litigation expenses or liability, including attorneys' fees and costs, arising from intentional or negligent acts, errors or omissions solely of AMR occurring during the course of or as a result of the performance of this Agreement.
- B. The City shall indemnify, defend, save and hold AMR harmless from claims, lawsuits, judgments, demands, costs, litigation expenses or liability, including attorneys' fees and costs, arising from intentional or negligent acts, errors or omissions solely of the City occurring during the course of or as a result of the performance of this Agreement.
- C. Where claims, lawsuits, judgments, demands, costs, litigation expenses or liability, including attorneys' fees and costs, arise from intentional or negligent acts of both the City and AMR, each party shall indemnify, defend, save, and hold the other party harmless from only that portion of claims, lawsuits, judgments, demands, costs, litigation expenses, or liability, including attorneys' fees and costs, which result from the indemnifying party's intentional or negligent acts related to the performance of this Agreement.

In the event of any such claim, the party to be indemnified shall provide notice to the other party as soon as reasonably possible.

8. **Term.** The initial term and all renewal periods shall be cumulatively referred to as the "Term". The term of this agreement shall begin on the effective date of the agreement and shall continue for a period of three (3) years. This agreement shall automatically renew for subsequent one (1) year periods.

9. **Termination.** Each party may terminate this Agreement: (1) at any time without cause and at its sole discretion upon sixty (60) days' written notice to the other party; or (2) upon the material breach of this Agreement by the other party if such breach is not cured within thirty (30) days' of notice thereof to the other party. Notwithstanding

the foregoing: (i) the City may terminate this Agreement upon a default by AMR in the payment monies due and owing to the City if such breach is not cured within ten (10) days of written notice thereof to AMR; (ii) AMR may terminate this Agreement upon the failure of the City to respond to requests by AMR for the provision of its services if such failure is not cured within ten (10) days of written notice thereof to the City; and (iii) the City may terminate this Agreement immediately upon notice of AMR's loss or suspension of licensure necessary for the provision of its services.

10. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgement of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

If to AMR:

General Manager
American Medical Response Ambulance Service, Inc.
711 4th Avenue North
Billings, MT 59102

With mandatory copy to:

Legal Department
American Medical Response, Inc.
6200 South Syracuse Way, #200
Greenwood Village, CO 80111

If to City:

Chief of the Fire Department
City of Billings
PO Box 1178
Billings, MT 59103

With mandatory copy to:

City Attorney
City of Billings
PO Box 1178
Billings, Mt. 59103

11. **Relationship.** In the performance of this Agreement, each Party hereto shall be, as to the other, an independent contractor and neither Party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. Nothing

contained in this Agreement shall be construed to constitute either Party assuming or undertaking control or direction of the operations, activities or medical care rendered by the other. AMR and the City administrative staff shall meet on a regular basis to address issues of mutual concern related to the provision of services and the Parties' respective rights and obligations hereunder.

12. **Force Majeure.** Neither Party shall be responsible for any delay in or failure of performance resulting from acts of God, riot, war, civil unrest, natural disaster, labor dispute or other circumstances not reasonably within its control.

13. **HIPAA.** Each Party shall comply with the privacy provisions of the *Health Insurance Portability and Accountability Act of 1996* and the regulations there under ("HIPAA"), and with such other requirements of HIPAA that may become effective during the Term. Each Party acknowledges and agrees that it is considered a covered entity under HIPAA. Accordingly, both Parties are permitted to use and disclose Protected Health Information in accordance with HIPAA without an additional written authorization of the patient as long as both parties form a direct relationship with the patient. All patient medical records shall be treated as confidential so as to comply with all state and federal laws.

14. **Referrals.** It is not the intent of either Party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either Party of patients to the other Party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the Parties reasonably believe to be a fair market value for the services provided.

15. **Compliance Program and Code of Conduct.** AMR has made available to the City a copy of its Code of Conduct, Anti-kickback policies, and other compliance policies, as may be changed from time-to-time, at AMR's web site, located at: www.amr.net, and the City acknowledges receipt of such documents. AMR warrants that its personnel shall comply with AMR's compliance policies, including training related to the Anti-kickback Statute.

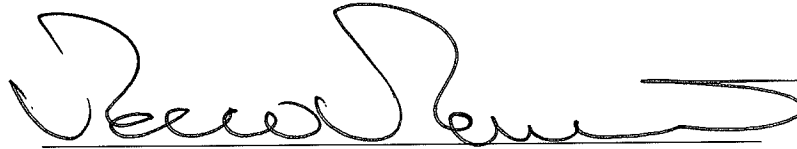
16. **Non-Exclusion.** AMR represents and certifies that neither it nor any practitioner who orders or provides Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. 1320a-7(a). AMR further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. AMR agrees that if DHSS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, AMR must notify the City within five (5) days of knowledge of such fact, and the City may immediately terminate this Agreement, unless AMR is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

17. **Miscellaneous.** This Agreement: (a) constitutes the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; (b) may be amended only by written instrument executed by both Parties; (c) may not be assigned by either Party without the written consent of the other Party; (d) shall be binding on and inure to the benefit of the Parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the State of Montana with venue in Yellowstone County, Montana, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date regardless of when actually signed.

American Medical Response Ambulance Service, Inc.
d/b/a American Medical Response

By:



Rocco Roncarati, General Manager

5/10/11
Date

The City of Billings, Montana

By:

Mayor

Date

Attest:

City Clerk

Regular City Council Meeting

Date: 06/27/2011

TITLE: Billings Housing Authority Agreement to Fund One Officer from 7/1/2011 to 12/31/2011

PRESENTED BY: Rich St. John

Department: Police

Information

PROBLEM/ISSUE STATEMENT

Since 1991, the Billings Housing Authority has funded one police officer under an agreement with the City of Billings. The funding consists of salary, benefits, and maximum of four (4) hours of overtime per month. Due to the loss of a grant, the Housing Authority is now funding this position from its office budget for a six month period. Staff is recommending City Council approve this agreement for the funding of the officer from July 1, 2011, through December 31, 2011. The agreement is on file in the City Clerk's Office.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the Housing Authority Agreement to fund one officer, or
- Not approve the Housing Authority Agreement to fund one officer.

FINANCIAL IMPACT

The City provides a vehicle and necessary equipment. The Billings Housing Authority pays the salary and benefits for the officer, to a maximum amount of \$41,839.00, for the 6 month period of July 1 through December 31, 2011. This amount is budgeted in the current budget. If the Housing Authority is unable to fund the officer position after January 1, 2012, the position will be absorbed through attrition.

RECOMMENDATION

Staff recommends City Council approve the agreement with Billings Housing Authority to fund one Police Officer for the period of July 1, 2011, through December 31, 2011.

APPROVED BY CITY ADMINISTRATOR

Attachments

Agreement

**CITY OF BILLINGS POLICE DEPARTMENT
AND
HOUSING AUTHORITY OF BILLINGS**

This contract is to cover the period from July 1, 2011, to January 1, 2012, by and between the City of Billings, State of Montana, herein after referred to as "City", and the Housing Authority of Billings.

In receipt of the mutual covenants and agreements herein contained, the parties agree as follows:

1. The City shall provide its personnel and other resources in a Drug Elimination Policing role at the Housing Authority of Billings' complexes. A dedicated Community Policing Officer shall be provided 40 hours a week, 26 weeks a year to perform the above baseline services for the Housing Authority of Billings. The designated officer will not be available for dispatched calls except in cases of emergency.
2. The Housing Authority of Billings shall pay the City the officer's salary that shall include the officer's salary and fringe benefits of \$47,313.62. This payment shall be made monthly starting on or before July 1, 2011. This amount allows for an average of 4 hours of overtime monthly for a six-month period.
3. The Housing Authority of Billings shall pay for business only cellular phone costs for assigned officer on a monthly basis. No overage from the Housing Authority selected plan will be paid.
4. The City will have available the necessary equipment for the Police Officer to conduct his job.
5. The City shall keep detailed records regarding the date and time of contacts exclusive of investigating records. The Housing Authority of Billings may inspect these records at all reasonable times and those records shall be available for photocopying at no additional fee.
6. Indemnification – The City assumes full responsibility for the officer's performance. The City shall indemnify the Housing Authority of Billings against, and hold the Housing Authority harmless from any liability costs, damages, claims or causes of action which may arise as a result of performance by the City of its responsibilities under the terms of this agreement' provided, however, that the City, it's officers and employees shall not assume any liability for acts of the Housing Authority of Billings, or any of its officers, employees or agents.

7. This agreement shall cover the period from July 1, 2011, until January 1, 2011.

In Witness Whereof, the parties hereto have caused this agreement to be executed the day and year first herein above written.

CITY OF BILLINGS, MONTANA "CITY"

HOUSING AUTHORITY OF BILLINGS

Mayor

Executive Director

City Clerk

Regular City Council Meeting

Date: 06/27/2011

TITLE: homeWORD CHDO Development Agreement

PRESENTED BY: Brenda Beckett, Community Development
Manager

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

On June 28, 2010, the City Council approved a pre-development loan and legal agreement between the City of Billings and homeWORD, the City's only certified Community Housing Development Organization (CHDO), to undertake affordable housing development activities. This agreement solidified the City's compliance with the U.S. Department of Housing and Urban Development (HUD) regulations to allocate a minimum of 15% of the City's total HOME Investment Partnerships Program (HOME) funding to a CHDO for a number of years into the future.

Staff required homeWORD to identify properties for the project outlined in the 2010 agreement in order to complete a Development Agreement to bring to City Council for approval by June 2011. The intent of this deadline is to keep the project moving forward to meet HUD expenditure deadlines. City staff is also required to complete environmental review processes prior to Development Agreement execution. In response, homeWORD has identified properties located at 1617 1st Avenue North, 202 & 203 North 17th for acquisition to build a multi-family housing complex for low income households in the future. In the event these properties are not acquired and / or are found unfeasible for the project following further review, homeWORD has identified 10 South 26th and 2604, 2606, 2608 Minnesota Avenue as possible alternative locations. City staff has completed environmental review processes for all of these properties.

If these properties are found to be unsuitable in the future, staff will complete an environmental review on the final property and submit a Development Agreement modification to City Council for approval.

Properties would have to be voluntarily sold to homeWORD as the organization cannot utilize eminent domain for property acquisition. Further, homeWORD is required to conform to the Uniform Relocation Act to ensure relocation assistance is provided for tenants and / or businesses occupying subject properties.

ALTERNATIVES ANALYZED

- (1) To approve the development agreement with homeWORD for an affordable housing project;
- (2) To not approve the development agreement with homeWORD and return allocated project funding to HUD.

FINANCIAL IMPACT

The City of Billings is required to support CHDO's with a minimum of 15% of its HOME allocation. The June 2010 agreement allocated \$25,000 in HOME Investment Partnership Program funding for a pre-development loan and an additional \$434,000 in HOME funding for an affordable housing project. There is no additional financial commitment identified in the current Development Agreement under consideration today.

RECOMMENDATION

Staff recommends that Council approve the CHDO development agreement with homeWORD for an affordable housing project in Billings.

APPROVED BY CITY ADMINISTRATOR

Attachments

Agreement

HOME Investment Partnerships Program
CHDO DEVELOPMENT GRANT AGREEMENT

between

City of Billings

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

and

homeWORD

a Montana Non-Profit whose address is
127 N. Higgins, Suite 307, Missoula, MT 59802
and is a certified Community Housing Development Organization (CHDO)
through the City of Billings,
the "Developer"

On this date:

June 27, 2011

WHEREAS, the Developer desires to work with the City and build affordable housing on one of two developer-owned properties in the City of Billings, Yellowstone County, Montana commonly known as:

*1617 1st Avenue North, 203 & 202 North 17th for the first site; or
10 South 26th, 2604, 2602, 2608 Minnesota Avenue as the second site; or
Lots 13 – 24, Block 81; Lots 1 - 6, Block 68; and Lots 13-24, Block 69 of Billings
Original Townsite in the City of Billings, according to the official plat thereof on file and
of record in the office of the Clerk and Recorder of Yellowstone County, Montana, as the
third site; or
Lot 7, 8 9, and 10, Block 189, Billings Original Townsite in the City of Billings,
according to the official plat thereof on file and of record in the office of the Clerk and
Recorder of Yellowstone County, Montana as the fourth site.*

WHEREAS, the City has concurrently entered into a HOME Contract with the United States Department of Housing and Urban Development (HUD) whereby the City will receive and administer HOME Investment Partnership Program (HOME) moneys to provide financing, in part, for an acquisition / construction / rehabilitation project to be undertaken by the Developer.

WHEREAS, Developer is desirous of obtaining such financing on the Project and is willing to assume obligations to the City under the City's HOME Contract with HUD on the terms and conditions, as provided herein.

WHEREAS, the Developer desires to construct, reconstruct, or rehabilitate affordable rental housing, and the Developer desires to use HOME funds for new construction, rehabilitation, reconstruction and related development costs.

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

A. PURPOSE

The purpose of this written Agreement is to ensure compliance with 24 CFR 92.301(b), which provides for the funding of approved project activities by the City through its HOME Investment Partnerships Program (HOME) written agreement with HUD; and to achieve the purposes of Title II of the Cranston-Gonzalez National Affordable Housing Act, Title II, Public Law 101-625, approved November 1990, 104 Stat. 4079, 42 U.S.C. 12701-12839), as amended.

B. DOCUMENTS INCORPORATED INTO THIS AGREEMENT BY REFERENCE BUT NOT ATTACHED HERETO:

The Developer, a CHDO and recipient of HOME funds, agrees to comply with all appropriate federal, state, and local laws applicable to the HOME funds awarded to complete approved activities undertaken through this agreement, including: All program requirements which regulate and restrict the use of the funds under the HOME Investment Partnerships Program 24 CFR Part 92 and the regulations issued there under, now or hereafter, including but not limited to 24 CFR, and the

regulations, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this program; Developer's project application statements; Uniform Relocation Act; and Section 104 (d) and all amendments to these laws which govern the use of HOME funds. Incorporated by reference is Title VI of the Civil Rights Act of 1964, Executive Order 11246, Section 3, Federal Labor Standards set forth in 24 CFR 570-605 and the Americans with Disabilities Act.

C. **ROLES AND RESPONSIBILITIES**

The Developer agrees to complete all predevelopment activities which will result in an affordable housing project to include obtaining financing, locating and purchasing the property, and hiring a construction contractor. The City agrees to review project plans, budget and HOME subsidy for approval. The City will also be responsible for payment inspections and disbursements. Both the Developer and City agree to complete the required activities to secure a finished HOME affordable housing project.

D. **ACCEPTANCE OF HOME PROGRAM REQUIREMENTS**

1. The Developer will comply with all applicable parts and requirements of the *National Affordable Housing Act of 1990* (as amended), as now in effect or as they may be amended during the term of this Agreement; applicable state and federal laws, regulations, administrative directives and procedures; and local ordinances and resolutions.
2. The Developer agrees to the following:

a. **Project Schedule**

The Developer agrees to complete all work required by this agreement in accordance with the timetable set forth:

<i>Milestone</i>	<i>Start By:</i> Began prior to the date of this Agreement	<i>Complete By:</i> December 2011 August 2012
All Financial Resources Identified		
Expend & Submit Request for Reimbursement for a minimum of \$25,000 in Pre-Development Funds	N/A	January 1, 2013
Construction / Rehabilitation <i>Must begin 24 months following commitment of pre-development loan of \$25,000 ;</i>	June 28, 2012	September 2013
Project Completion	N/A	December 2013
Expend & Submit Request for Reimbursement for a minimum of \$233,000 in housing development funds	N/A	January 1, 2014
Expend & Submit Request for Reimbursement for a minimum of \$201,000 in housing development funds	N/A	January 1, 2015

The Developer must communicate any anticipated changes to this schedule to the City in writing as soon as they are known and the City must approve any proposed changes. In addition, this project is subject to ongoing HOME compliance requirements for a maximum of 20 years from the date the project completion report is entered into HUD's Integrated Disbursement & Information System (IDIS).

b. **Project Budget**

The total HOME budget for this project is \$459,000, including a predevelopment loan for the project in the amount of \$25,000. Additionally, \$434,000 has been set aside as CHDO reserve funding for the project. \$191,000 of the funding is allocated in the City's Fiscal Year 2009-2010 budget and the remaining \$243,000 is allocated in the City's Fiscal Year 2010-2011 budget. Program funds were secured via legal agreement on June 28, 2010.

Current and complete Sources and Uses are on file with the City and the Developer and the Developer is required to submit updated financial documents to the City as new commitments and estimates are made. The Developer represents that the HOME funds invested are no more than necessary to provide affordable housing. The Developer will disclose to the City any changes in sources of funds within ten (10) of days from notice of such changes, and the City will reserve the right to revise the project's HOME award based on a revised Sources and Uses statement and subsequent subsidy layering analysis.

The Developer may not modify the finalized budget without having requested and received the City's written approval of the adjustment. Modifications to the budget without City approval will be considered a violation of the contract and are grounds for termination at any

point without consideration for performance or compensation. The Developer agrees to adhere to maximum 221(d)(3) HOME per-unit subsidy requirements.

The Developer understands that the HOME funds being provided are subject to the requirements of 24 CFR 92.301(b), Project – Specific Assistance to CHDOs.

The pre-development loan of \$25,000 is to be used solely for predevelopment activities and site control. The Developer must begin construction within 24 months of the Pre-Development CHDO Loan Agreement, signed on June 28, 2010. The Developer will repay the \$25,000 loan in full should construction on a project not begin within 24 months. Should both the Developer and the City determine a project is not feasible the loan will be forgiven in full. Any proceeds from this project received by the Developer are to be used for additional HOME-eligible or other housing activities that benefit low-income families.

The remaining \$434,000 in funding allocated to the project via legal agreement on June 28, 2010 are considered grant funds and will not be repaid to the City by the Developer unless the Developer fails to comply with federal, state or local requirements for the use of grant funds.

c. **Project Scope**

The project includes a market study to determine type of housing needed. Obtaining financing will be required for development of the project that will be determined by market study. A construction contractor is to be hired upon site control. Housing to be constructed will meet local building codes and the plans approved by the City and will meet housing property standards as required in 24CFR 92.251 for the duration of the affordability period. The Developer will perform all professional services necessary to complete the development and occupancy of the project.

All units will be rehabilitated / constructed (as applicable) to ensure compliance with 24 CFR 92.251 as it relates to Property Standards and Housing Quality Standards (HQS) including the use of local building codes. All units will be rehabilitated / constructed to ensure compliance with the Accessibility Standards under 24 CFR 92.251(a)(3) including the use of universal design concepts to meet the needs of those with disabilities. All existing units built prior to 1978 will be rehabilitated to ensure compliance with the Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35.

New construction must meet the current edition of the International Energy Conservation Code published by the Council of American Building Officials.

d. **Period of Affordability**

The Developer agrees that all units constructed under this Agreement will initially be rented to a low to moderate income tenant under the terms of the Deed Restriction Agreement which will be filed with the Yellowstone County Clerk & Recorder at the time it is negotiated. For purposes of that Agreement, the period of affordability, during which time Developer agrees to monitor and report on the project as required by the City of Billings and the HOME Program, is as follows:

<i>HOME Funding Per Unit / Project Type</i>	<i>Period of Affordability</i>
Less than \$15,000	5 years
\$15,000 to \$40,000	10 years
More than \$40,000	15 years
Rental New Construction	20 years

3. The Developer agrees that all contracts entered into by the Developer for the completion of the activities described in the Project Scope of this Agreement will contain provisions requiring Developers to comply with all applicable HOME requirements. These contract provisions are to be included in all subcontracts.

4. The Developer expressly agrees to repay to the City any funds paid on behalf on the Developer or its subcontractors that are expended in violation of the terms of this Agreement or the federal statutes and regulations governing the HOME program, or if for some reason the project is unable to move forward within the time frame set forth in the PROJECT SCHEDULE and / or TIME OF PERFORMANCE sections of this Agreement.

E. **SURVIVAL OF CERTAIN CONTRACT TERMS**

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

F. COMPENSATION

The City shall reimburse the Developer for all eligible project costs in the total amount of **\$459,000**. This total amount includes a pre-development loan in the amount of \$25,000 which was secured via legal agreement on June 28, 2010. The City's obligation to make periodic or final payment to the Developer shall be conditioned upon the City's receipt of grant funds sufficient to make such payment. Final compensation will be made only when the Developer is in full compliance with this Agreement.

G. PAYMENT METHOD

Payment is made on a reimbursement basis of actual and proper expenditures and shall be made in accordance with this Agreement between City and Developer. The Developer may only request disbursement of funds when funds are needed for payment of eligible costs, and the amount of the disbursement request must be limited to the amount needed. The City shall only reimburse HOME-eligible expenses.

The City may withhold any payment if the Developer has failed to comply with program objectives, contractual terms, or reporting requirements. The City may withhold payment of the final five percent (5%) of the total award amount until the Developer has submitted and the City has accepted all required financial and performance report information required pursuant to either the Grant or City requirements. The following documentation must be submitted for payment requests:

- Invoices, receipts, purchase orders, and/or contracts pertaining to the specific request for disbursement.
- Completed Request for Reimbursement and Progress Report form.

H. DEVELOPER AN INDEPENDENT DEVELOPER

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

I. PERSONNEL

The Developer represents that it has, or shall secure all personnel required in performing the services under this Agreement. All of the services required hereunder shall be performed by the Developer, or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be eligible under the law to perform such services.

Where the State or local public jurisdictions require licensure for the provision of services provided hereunder, the Developer and any subcontractors shall be properly licensed. The Developer will provide at the time of this agreement Professional Liability Insurance in the amount of \$1.5 Million carried by the Developer for services related to this agreement.

Other professional services subcontracted for by the Developer will provide proof of insurance as required by Montana Law to include Commercial General Liability not less than \$1.5 Million per occurrence and Builder's Risk Insurance for development and construction in an amount not less than the completed value of the whole completed property.

J. TIME OF PERFORMANCE

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

K. SCOPE OF ACTIVITIES

The Developer will carry out the activities as established herein. The major components pertaining to this Agreement include acquisition, rehabilitation, and / or new construction of affordable rental housing of various bedroom sizes within the City of Billings limits. Activities are further defined in Section D, Acceptance of HOME Requirements.

L. ENFORCEMENT OF THE AGREEMENT

The affordability requirements in CFR 24 Section 92.252 shall be enforced by recorded deed. Any issues relating to non-compliance will be managed in accordance with a progression of severity for non-responsiveness and continued non-compliance. This progression includes verbal guidance, guidance delivered via email, guidance delivered by mail, informal meetings to resolve non-

compliance issues, withholding currently allocated and committed funding for reimbursements, mandatory meetings to resolve non-compliance issues, notifications of non-compliance via certified mail, determination of ineligibility for future City funding, and termination of current agreements due to non-compliance.

M. LIAISON AND NOTICE

- Dina Billington, CD Program Coordinator, is the City's liaison with the Developer.
- Heather McMillin is the Developer's liaison with the City.

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

N. OWNERSHIP AND PUBLICATION OF MATERIALS

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

O. ACCESS TO RECORDS

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

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

Project Records Required:

Upon completion of the project's predevelopment, the Developer will submit to the City the following project predevelopment records:

1. Property acquisition records including but not limited to:
 - Property Appraisal
 - Title Report
 - Site Control Status
 - Property Survey
 - Soils Report
 - Engineer's Report
 - Environmental Reports
2. Property construction / rehabilitation records including but not limited to:
 - Documentation that the project meets applicable property standards for HOME rehabilitation activities and / or new construction.
 - Documentation that the rents charged in each HOME assisted unit conforms to HOME program requirements.
 - For each household renting a HOME assisted unit, a copy of the rental application, income verification, and rental agreement and subsequent annual income verifications.
 - Copies of invoices submitted for payment.
 - Verification of matching contribution from owner.

The records described above must be retained for a period of five years after project closeout. Records demonstrating compliance with project requirements that apply for the period of affordability must be retained for at least five years after the required period of affordability. If any litigation, claim negotiation, audit or other action has been commenced before the expiration of the regular five-

year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular period, whichever is later.

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

P. PROGRESS REPORTING

The Developer will promptly submit status reports on project progress at the request of, and in the format prescribed by, the City of Billings. During the development phase of this project, the Developer will submit reports on project progress **quarterly** to: Community Development Coordinator, P.O. Box 1178, Billings, MT 59103.

Q. CHDO Provisions

It is understood that the Developer has certified that it is and will maintain CHDO status for the term of this agreement in accordance with 24 CFR 92. Developer agrees to provide information as may be requested by the City to document its continued compliance, including but not limited to an annual board roster and certification of continued compliance. Any funds advanced as CHDO pre-development funds must be in compliance with 24 CFR 92.301, and are forgivable only under the terms in 24 CFR 92.301. Any funds advanced to the CHDO as CHDO Operating Expenses must be expended in compliance with 24 CFR 92.208. Any funds that the CHDO is permitted to retain as CHDO proceeds from this project shall be used in compliance with 24 CFR 92.300(a)(2) or as specified in this Agreement. If the project is rental, the Developer will create and follow a tenant participation plan as required in 24 CFR 92.303

R. AVOIDANCE OF CONFLICT OF INTEREST

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

A conflict of interest would be any employee of the City or his/her relative that has a real or perceived financial interest in a project receiving HOME funds from the City, or if a CHDO employee or member of the board occupies a HOME-assisted unit (with exceptions for management and maintenance employees).

S. MODIFICATION AND ASSIGNABILITY OF AGREEMENT

This Agreement contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party who are not contained in or authorized by this written Agreement, are valid or binding. This Agreement may not be enlarged, modified, or altered except upon written agreement. Any written request to modify or amend agreement will be reviewed by the City and respond to the Developer in writing.

All change orders to the approved scope must be submitted to the City for review and approved at the time the change is needed. If the City is unable to review the work at the time of the change or the change order is held and submitted at the end of construction, the change order may not be approved.

This Agreement does not imply any continuing commitment by the City of Billings beyond the termination date noted herein.

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

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

T. CONSTRUCTION AND VENUE

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

U. INDEMNIFICATION

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

connected with or incidental to the Developer's or any contractor's, subcontractor's or sub-recipient's performance of this Agreement.

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

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

V. TERMINATION OF AGREEMENT

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

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

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

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

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

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

W. CONTRACT SUSPENSION

If the Developer fails to comply with any contractual provision, the City may, after notice to the Developer, suspend the Agreement and withhold further payments to prohibit the Developer from incurring additional obligations of contractual funds or demand repayment of funds expended, pending corrective action by the City or a decision to terminate in accordance with provisions herein. The City may determine to allow such necessary and proper costs which the Developer could not reasonably avoid during the period of suspension, provided such costs were necessary and reasonable for the conduct of the project.

X. COMPLIANCE WITH LAWS

1. **Median Income Level:** Projects with five (5) or more HOME-assisted units are required to have at least 20% of the units occupied by households at or below 50% of the area median income level. Rents for these units must be set at the low-HOME rent level. In addition, 90% of households placed in the projects HOME-assisted units must have incomes at or below 60% of the area median income for initial occupancy. Therefore, the Developer will ensure occupation of HOME-assisted units will comply with HOME program requirements throughout the period of affordability.

In the event that the units rented to households exceed income eligibility any given time, the imbalance shall be corrected by assuring future units rented in the project will be rented to income-qualified households.

2. **Political Activities:** None of the funds, materials, property or services provided directly or indirectly under this agreement shall be used for any partisan political activities or to further the election or defeat of any candidate for public office. By signing this agreement, the Developer certifies that no HOME funds will be spent on lobbying activities in connection with the assistance, in accordance with 24 CFR 91.225.

3. **Insurance Coverage:** The Developer shall secure and maintain such insurance policies, including those set forth below, as will protect itself, its subcontractors and, unless otherwise specified, the City from all claims for bodily injuries, death or property damage which may arise under this agreement; whether the acts were made by the City or Developer or by any subcontractor or anyone employed by the Developer directly or indirectly. The following insurance policies are required:

- a. Commercial General Liability in an amount not less than \$1.5 million per occurrence for injuries, including accidental death to any one person.
- b. For development and construction, Builder's Risk Insurance in an amount not less than the completed value of the whole property.
- c. For predevelopment activities, Professional Liability Insurance not less than \$1.5 million per occurrence.

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

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

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

4. **Construction Contracts:** The Developer agrees to deny participation in construction contracts by ineligible, debarred or suspended persons or entities at 24CFR Part 24. The Developer will provide the City with the names of contractors and subcontractors prior to entering into contracts. This restriction applies to any expenditure of federal funds and extends to all subcontracts executed by the Developer.

5. **Environmental Review:** The Developer will carry out each activity in compliance with all federal laws and regulations described in 24 CFR, Part 92, subpart H, except that the Developer does not assume the City's responsibility for the environmental review which will be completed by the City prior to the beginning of construction;

6. **Uniform Relocation Act:** The Developer will be subject to compliance with the federal Uniform Relocation Act and Section 104 (d), 24 CFR 92.353 and all related laws and regulations, be solely responsible for the cost to comply with those requirements, and be subject to termination of this Agreement without cause other than failure to comply with federal regulation. Further, the Developer will maintain the obligation to bear all costs associated with relocation resulting from activities undertaken with HOME funds.

7. **Subsidy Layering:** The Developer will ensure compliance with subsidy layering review requirements, including the provision of a the following, updated documents as soon as they become available:

- a. Certification of Federal Assistance

- b. Sources and Uses Budget
- c. Development Budget
- d. Operating Budget, including Pro-Forma for a period of operation equal to the duration of the established period of affordability.

Should the project involve the use of low-income housing tax credits (LIHTC), the Developer will provide the City a copy of the LIHTC subsidy layering review for the project file as soon as the review is completed.

- 8. **Religious Organization:** The Developer will follow the provisions governing the restriction on the use of HOME funds by religious organizations, as contained in 24 CFR 92.257.
- 9. **Drug-Free Work Place:** The Developer certifies that it will provide a drug-free work place.
- 10. **Non-Discrimination:** The Developer will not discriminate against any contractor, subcontractor, or rental applicant due to race, color, creed, religion, ancestry, national origin, sex, disability, or other handicap, age, marital / familial status, or status with regard to direct rental assistance, or other public assistance. The Developer will take affirmative action to ensure all employment practices are free from such discrimination. The Developer agrees to comply with the non-discrimination in employment and Contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607 and (CDBG funding) as revised by Executive Order 13279 or 24 CFR 92.350 (HOME funding).
- 11. **Labor Standards:** Housing projects with twelve (12) or more HOME-assisted units are subject to conform to the Davis-Bacon Act (40 USC 276a-276a-5), which requires payment of not less than the wages prevailing in the locality to all laborers and mechanics employed in the development of any such housing. Housing projects with HOME-assisted units must also comply with the Contract Work Hours and Safety Standards Act (CWHSSA), the Copeland Act (Anti-Kickback Act), and the Fair Labor Standards Act (FLSA), including the applicable overtime provisions.
- 12. **Fixed or floating units:** All the units in the proposed project will be considered HOME-assisted, floating units.

Y. GRANT CONTROLS

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

Z. SIGNATURES

Printed Name:		Printed Name:
Signature:		Signature:
STATE OF MONTANA) County of Missoula) : ss.		
On the _____ day of _____, 2011, before me, _____, a Notary Public for the State of Montana, personally appeared _____ and _____ whose names are subscribed to the within instrument and acknowledged to me that they executed the same.		
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.		
<i>Seal:</i>		
		_____ Printed Name: _____ Notary Public for the State of Montana Residing At: _____ My Commission Expires: _____

Printed Name: Cari Martin, City Clerk		Printed Name: Thomas W. Hanel, Mayor, City of Billings
Signature:		Signature:
STATE OF MONTANA) County of Yellowstone) : ss.		
On this _____ day of _____, 2011, before me, a Notary Public for the State of Montana, personally appeared THOMAS W. HANEL and CARI MARTIN, known to me to be the Mayor and City Clerk respectively of the City of Billings, and whose names are subscribed to the within instrument and acknowledged to me that they executed the same.		
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.		
<i>Seal:</i>		
		_____ Printed Name: _____ Notary Public for the State of Montana Residing At: _____ My Commission Expires: _____
Approved as to form:		_____ Brent Brooks, City Attorney

Regular City Council Meeting

Date: 06/27/2011

TITLE: Fiscal year 2012 Landfill Use Agreements

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

The Billings Regional Landfill currently accepts waste from adjoining counties and the cities and towns within those counties. This is accomplished via 1-year or 3-year agreements (with annual amendments) with those entities. The current agreements expire June 30, 2011. The renewal of these agreements is recommended to continue the current practice.

ALTERNATIVES ANALYZED

City Council may:

- Approve the agreements with each entity; or
- Disapprove agreements with each entity

FINANCIAL IMPACT

These agreements specify an annual fee of \$495,500 for Yellowstone County and \$18.00 per ton of waste for all other entities. These are the rates that were approved at the June 13, 2011 Council meeting and include a 10% surcharge for Yellowstone County and 20% surcharge for all other entities. These agreements will generate approximately \$1,815,000 in revenue in fiscal year 2012.

RECOMMENDATION

Staff recommends that the City Council approve and authorize the Mayor to sign amendment #2 with Yellowstone County and the one-year Landfill Use Agreements with:

Bighorn County	Town of Joliet
Town of Fromberg	Stillwater County
Musselshell County	Town of Columbus
Town of Bridger	City of Laurel
Town of Hysham	Treasure County
City of Red Lodge	City of Big Timber
Carbon County	

APPROVED BY CITY ADMINISTRATOR

Attachments

Standard Landfill Use Agreement

Yellowstone County Agreement

A G R E E M E N T

THIS AGREEMENT made and entered into this 1st day of July, 2011, by and between <<ORGANIZATION>> and the CITY OF BILLINGS, MONTANA, a municipal corporation, herein called the CITY,

WITNESSETH:

WHEREAS, <<ORGANIZATION>> is desirous of using the landfill facilities of the CITY for the disposal of solid waste generated within <<ORGANIZATION>>.

WHEREAS, the CITY is willing to allow <<ORGANIZATION>> use of its landfill facilities during normal published operating times which currently are seven (7) days a week between the hours of 8:00 A.M. and 5:30 P.M. during the period of March through November and six (6) days a week between the hours of 8:00 A.M. and 5:30 P.M. Monday through Saturday during the period of December through February.

NOW, THEREFORE, in consideration of the mutual covenants and agreements between the parties hereto, it is mutually agreed as follows:

1. That the CITY will permit the disposal of solid waste, except industrial wastes, collected or contracted by <<ORGANIZATION>> at the landfill facility operated by the CITY at such times as said landfill shall be open for disposal of solid waste pursuant to all rules, regulations, and limitation of Billings Municipal Code, Chapter 21.

2. That <<ORGANIZATION>> agrees to pay the CITY for the use of said landfill facilities at the rate of \$18.00 per ton as weighed on the landfill scale. Should the scale be inoperable, the rate will be \$2.28 per cubic yard of non-compacted solid waste and \$6.00 per cubic yard of compacted solid waste as determined by the load capacity of the vehicle used to haul said solid waste regardless of the actual size of the load.

3. The Billings City Council has adopted a policy for separate Landfill charges for the disposal of special waste, dead animals, non-processed tires, and asbestos. Said charges will apply in addition to, or in lieu of, the amount specified in paragraph two above, but it is further understood that the CITY will not hold <<ORGANIZATION>> liable for these additional charges but will bill said charges direct to the individual company or entity physically depositing said special waste, dead animals, non processed tires and asbestos at the landfill.

4. Only solid waste generated within the political jurisdiction of <<ORGANIZATION>> can be disposed of in the City of Billings landfill.

5. No liquid waste or hazardous waste as defined by the E.P.A. and the State of Montana Solid Waste Bureau will be accepted. By law, any hazardous waste is the responsibility of all parties involved from the time it is generated until its final disposal.

6. It is further understood and agreed that this agreement shall be effective for Twelve (12) Months from and after the 1st day of July 2011, unless terminated by the CITY. The CITY may terminate this agreement at any time, with or without cause, upon thirty (30) days written notice to <<ORGANIZATION>>.

7. <<ORGANIZATION>> waives any and all claims and recourse against the CITY OF BILLINGS, including the right to contribution for loss or damage to persons or property, arising from, growing out of, or in any way connected with or incidental to performance of this agreement.

Further, <<ORGANIZATION>> shall indemnify, hold harmless and defend the CITY OF BILLINGS against any and all claims, demands, causes of action, damages, costs, expenses, liability, or judgments against the CITY OF BILLINGS in any way resulting from the negligent acts or omissions of <<ORGANIZATION>>, its agents, employees or representatives under this Agreement.

Indemnity under this agreement shall commence on the date of execution hereof and shall continue for the entire term this agreement is in effect and for any applicable period of limitations thereafter. The CITY OF BILLINGS agrees to notify <<ORGANIZATION>> in writing, within ten (10) days of any claim made against the CITY OF BILLINGS on the obligations indemnified against.

8. It is further understood and agreed that <<ORGANIZATION>> may terminate this agreement at any time upon payment in full of any monies owing under this agreement and upon written notice Ninety (90) days in advance to the CITY.

DATED THIS ____ day of _____, 2011.

<<ORGANIZATION>>

CITY OF BILLINGS

THOMAS HANEL, MAYOR

CARI MARTIN, CITY CLERK

APPROVED AS TO FORM:

Billings City Attorney

AMENDMENT NO.2

YELLOWSTONE COUNTY LANDFILL USE AGREEMENT

The Agreement dated _____ between THE CITY OF BILLINGS (City) and YELLOWSTONE COUNTY SOLID WASTE DISPOSAL DISTRICT (District) shall be amended as follows:

For July 1, 2011 to June 30, 2012 the total annual payment shall be Four Hundred Ninety Five Thousand Five Hundred dollars (\$495,500.00).

Both parties hereby agree upon this Amendment. All other provisions of the original Agreement remain in full force and effect and shall be undisturbed by this Amendment.

DATED THIS _____ day of _____, 2011

YELLOWSTONE COUNTY

SOLID WASTE DISPOSAL DISTRICT

CITY OF BILLINGS

By: _____

Chairman

By: _____

Thomas Hanel, Mayor

Attest: _____

Cari Martin, City Clerk

APPROVED AS TO FORM:

By: _____

City Attorney

Regular City Council Meeting

Date: 06/27/2011

TITLE: Lease Agreement for Park I Office Space for the Crime Prevention Center

PRESENTED BY: Bruce McCandless, Asst. City Administrator

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The Police Department's Crime Prevention Center (CPC) has been located at the Rimrock Mall for the past five (5) years under a cost free lease. The Mall will displace the CPC by July 1 in order to lease that space to a new tenant. Rather than relocate to another Mall space and being forced to move again when the Mall needs that space for paying tenants, the Police Department decided to look elsewhere for office space. The Park I parking garage, located at 2912 3rd Avenue North, has ground floor office space. There are three vacant spaces and the largest one, formerly occupied by Associated Employers of Montana, has been the most difficult to lease. The CPC would like to secure a long term commitment to occupy that space but would pay no rent. Because it is long term (5 yrs) and will potentially reduce the amount of Parking Fund revenue, the City Council is being asked to approve the agreement. The City would not normally execute a lease with itself, so the proposed lease agreement is primarily an expression of the Council's intention to allow the CPC's long term occupancy in the Park I garage retail/office space.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the agreement. The CPC volunteers will be able to prepare the space for occupancy by July 1.
- Disapprove the agreement. The CPC will have to secure other lease space for little or no rent and no later than July 1.
- Modify the terms and approve the agreement. The Council could shorten the term or charge rent to the Police Department. The FY 12 Police Department budget does not include rent for the CPC.

FINANCIAL IMPACT

The Police Department will pay utilities, for custodial supplies and cleaning and for minor maintenance items. These are funds that are already budgeted because they are expenses that the CPC has in its current location. The Police Department will lease ten (10) parking spaces in the garage for the paid staff and some volunteers. The Parking Fund will forego potential income for the office space lease. This space is approximately 4,100 square feet and if it could be rented for \$8/ft., the Parking Fund will forego \$32,800 of income per year. However, all of the garage office space has been difficult to lease and the smaller offices should be easier to fill than this area.

RECOMMENDATION

Staff recommends that the City Council approve the lease agreement for the Crime Prevention Center to occupy approximately 4,100 sq. ft. of office space at the Park I garage for a minimum term of five (5) years and \$0 rent.

APPROVED BY CITY ADMINISTRATOR

Attachments

CPC lease

**PARK ONE
LEASE AGREEMENT**

THIS INDENTURE, made and entered into this _____ day of _____, 20____, by and between the **CITY OF BILLINGS PARKING DIVISION, 210 NORTH 27TH STREET, BILLINGS, MONTANA**, hereinafter referred to as "Landlord" and the **CITY OF BILLINGS POLICE DEPARTMENT, 220 NORTH 27TH STREET, BILLINGS, MONTANA**, hereinafter referred to as "Tenant."

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, premises at 2910 3rd Ave North, Billings, Montana, 59101 consisting of 4,179 square feet of integrated part of building known as Park 1 garage located between 29th and 30th Streets North on 3rd Ave North, in Billings, Montana. Exact location and size of premises to be shown on Exhibit "A" which is attached and made a part of this agreement.

2. TERM, POSSESSION, AND RENEWAL

The term of this lease shall be from July 1st, 2011, through June 30th, 2016.

3. RENT

Rent for this space will not be charged to the Tennant.

4. INSURANCE

Tenant shall provide fire and hazard insurance for the protection of the premises and the contents and shall be liable for said protection. Provided, however, that in case said premises shall be damaged by fire or other casualty for some cause not related to tenant's business or operation so as to render the premises untenable, in which case the Landlord shall at its cost repair the same. During the period the premises remain untenable, the rent shall abate, and provided further, if such repairs cannot or are not completed within 120 days, Tenant may elect to terminate its interest in this lease and the premises by giving notice thereof to Landlord. Tenant shall not be required to provide plate glass window insurance coverage.

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 a copy of such insurance policy and renewals thereof to the Landlord and such policy shall not be canceled without a 30-day written notice to the Landlord.

5. UTILITIES SERVICES

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

6. INDEMNIFICATION OF LANDLORD BY TENANT

Tenant hereby agrees to indemnify and hold the Landlord harmless at all times from and against all actions, claims, demands and all costs, expenses and fees, including attorney's fees, incurred by the Landlord, arising from the use, occupancy or non-use of the premises by the Tenant, or arising from the failure of the Tenant to maintain the premises as required by this lease. Such indemnification shall include but not be limited to carelessness, negligence, improper conduct or breach of this lease by Tenant or its agents, employees, customers, suppliers or licensees.

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 TENANTS

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, showcases, counters, mirrors 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.

10. ASSIGNING AND SUBLETTING

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.

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 and making any needed repairs or alterations thereon which Landlord may see fit to make. 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. 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 council 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 council, which shall be made or incurred by the other party.

15. 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 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 material-man'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.

16. 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 from and after its initial opening for business, it will operate and conduct within the premises the business which it has been licensed and permitted to operate or such other lawful business licensed and permitted by Landlord.

17. 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:

Chief St. John
City of Billings Police Department
220 North 27th Street
Billings, MT 59101

Chris Mallow
City of Billings Parking Division
P.O. Box 1178
Billings, MT 59103

18. 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.

19. 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, or made by fire insurance underwriters as the basis for insurance for

said Landlord's interest in said building, 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.

20. SMOKE FREE CITY-OWNED OR LEASED BUILDINGS

Effective May 12, 1999, all buildings owned or leased by the City of Billings will be designated as smoke free as provided in Sec. 2-402 of the Billings, Montana, City Code. The Tenant agrees to comply with all requirements of this ordinance.

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. PREVENTION OR DELAY

Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restriction, governmental regulations or controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of either party obligated to perform, shall excuse the performance by such part of its obligation hereunder for a period equal to any such prevention, delay or stoppage, provided that Tenant shall be excused from performance only if the premises are rendered untenable or the Tenant is unable to operate their business because of the delay or stoppage.

23. PARKING SPACES

Up to ten (10) covered spaces at the regular monthly rate in the Park 1 Garage are available to Tenant and will be limited to non-reserved and roof spaces. If tenant requires additional spaces, tenant will be placed on the Park 1 Waiting List and will be rented spaces as they become available.

24. 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.

25. BINDING EFFECTS

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

This Lease Agreement and all terms and conditions established herein supersede and revoke all previous agreements between the parties. Therefore, all previous agreements between the parties are declared null and void and inapplicable.

IN WITNESS WHEREOF, the parties have executed this Lease on this ____ day of _____, 20____.

CITY OF BILLINGS (LANDLORD)

BY: _____
ITS _____ (MAYOR)

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

(TENANT)

BY: _____

ITS _____

Regular City Council Meeting

Date: 06/27/2011

TITLE: Edwards Jet Center/Rocky Mountain College Sublease Agreement and Airport Operating Permit with Rocky Mountain College

PRESENTED BY: Tom Binford

Department: Airport

Information

PROBLEM/ISSUE STATEMENT

In April 2001, Edwards Jet Center Montana, Inc. (EJC) purchased the Lynch Flying Service Fixed Base Operator (FBO) facilities and operation. This sale included three buildings just east of the Terminal Building. As part of this sale and transfer, on December 10, 2001, the City Council also approved a new Commercial Aviation Ground Lease with EJC on Commercial Lot 3, containing 140,605.64 square feet. Rocky Mountain College (RMC) is, and has been for several years, conducting an aviation program as part of its curriculum, and has since September 2007 used one of these buildings for its off-campus office, instruction, and hangar space in connection with this program. As owner of the hangar that RMC uses for its aviation program, EJC and its sole shareholder Clifford Edwards, desire to donate and partially exchange to RMC, EJC's hangar building and improvements, and to sublease to RMC a portion of the leasehold property covered by the Commercial Lot 3 Ground Lease with the Airport. Under the Sublease Agreement, RMC would utilize 83,766.08 square feet of EJC's leasehold for its aviation program.

The expiration of the Sublease Agreement corresponds with the November 30, 2024 expiration of EJC's Ground Lease on Commercial Lot 3. In conjunction with the Sublease Agreement, RMC is also required to enter into an Operating Permit with the City, to ensure that specific operating requirements will continue to be met. The Airport Operating Permit ensures that RMC follows certain operating parameters and procedures, including providing proof that the proper insurance coverage is in place. The Permit is automatically renewable for one-year periods, provided that RMC is not in default in any payments or obligations to the City under the Permit, or either party chooses to cancel the Permit upon 30 days written notice.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the Sublease Agreement by and between EJC and RMC, and the Airport Operating Permit by and between the City of Billings and RMC; or
- Not approve the Sublease Agreement by and between EJC and RMC, and the Airport Operating Permit by and between the City of Billings and RMC.

FINANCIAL IMPACT

Under the Sublease Agreement, EJC will continue to be directly responsible for all rental payments to the City, so there is no financial impact from the sublease, nor any financial impact from the Airport Operating Permit with RMC.

RECOMMENDATION

Staff recommends that the City Council approve and the Mayor execute the Sublease Agreement by and between EJC and RMC, and the Airport Operating Permit by and between the City of Billings and RMC.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Date: 06/27/2011

TITLE: Approval of Amendment Sixteen with Morrison-Maierle, Inc., for Engineering Services for the Airport's Terminal Circle Road Paving Project

PRESENTED BY: Tom Binford

Department: Airport

Information

PROBLEM/ISSUE STATEMENT

Due to the specialized nature of engineering services required for airfield infrastructure design, including knowledge of the Federal Aviation Administration (FAA) design and grant funding process, the City has historically entered into a five-year term contract to provide engineering services at the Airport. On November 13, 2006, the City approved a five-year contract with Morrison-Maierle, Inc. to provide the design surveys for the Airport's projects, development of project plans, specifications and bidding documents, contract administration, to include coordination meetings, pay requests, etc. The contract also includes full time on-site inspection, and construction surveys. The base five-year contract is amended each time a new project is undertaken. Amendment Sixteen, for \$9,761, only includes the design services for the Airport's Terminal Circle Road Paving Project. The Airport's Terminal Circle road has been in place since 1993 and the asphalt surface is beginning to break apart. This Project will remove the top 1.5" of asphalt pavement and replace it with a new asphalt surface. The project will also replace areas of curb and gutter that have been damaged and replace the existing concrete crosswalks at each entrance door with asphalt paving. Project construction was planned for FY 2011 and funding is available to complete it, but it will not be bid until FY 2012. Staff will submit a budget amendment request in order to establish funding authority in FY 12. The scope of work and related design fees have been reviewed and negotiated by Airport staff.

ALTERNATIVES ANALYZED

The City Council may:

- Approve Amendment Sixteen with Morrison-Maierle, Inc., for Engineering Services for the Airport's Terminal Circle Road Paving Project; or
- Decline to approve Amendment Sixteen, delaying the Airport's Terminal Circle Road Paving Project.

FINANCIAL IMPACT

The total cost of Amendment Sixteen to the five-year engineering contract with Morrison-Maierle, Inc. is \$9,761. This Project is included in the current budget, and funds are budgeted and available in the Airport's Capital account to pay for the design fees.

RECOMMENDATION

Staff recommends the City Council approve Amendment Sixteen with Morrison-Maierle, Inc., for the Engineering Design Services for the Airport's Terminal Circle Road Paving Project.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Date: 06/27/2011

TITLE: Magic City Blues Soul Fun Run

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

A street closure has been requested for the following event:

Who: Montana Timing

Event: Magic City Blues Soul Run 3K & 10K

Date and Time: Saturday August 13, 2011 from 6:30 am to 1:00 pm

Where: South Park starting at 6 Ave S. to S. 34th, 4 Ave S., to S. 35th back to South Park (3K ends). 10K continues from 35th to State, Jackson St., Monroe St., Bruce St., to Phillip, to S. Billings Blvd turns around and heads back to South Park. See attachment for detailed map

Recommended conditions of approval include Montana Timing:

1. Provide a certificate of insurance with the City of Billings as additional insured
2. Provide and install adequate traffic barricades directing motorists around closure
3. All course guards (flaggers) shall wear safety apparel and use approved STOP/SLOW paddles.
4. Police assistance at high traffic intersections
5. Provide waste cans and clean the area to be used

ALTERNATIVES ANALYZED

The Council may:

- Approve the request to close streets for the event;
- 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 Montana Timing.

RECOMMENDATION

Staff recommends that Council approve the requested race route for the 3K & 10K Magic City Blues Soul Fun Run.

APPROVED BY CITY ADMINISTRATOR

Attachments

Magic City Soul Run



City of Billings RIGHT-OF-WAY ACTIVITY PERMIT

Please check the type of activity you are applying for:

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

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

PERSON MAKING APPLICATION Jennifer Drinkwater

ORGANIZATION MAKING APPLICATION Montana Timing

PHONE 406-281-8304 / 406-860-7327

ADDRESS 824 South Crossing Blvd, Billings, MT 59102

EMAIL ADDRESS jennifer@montanatiming.com

APPROXIMATE TIME EVENT WILL:

Assemble 6:30am Start 8:00am Disband by 1pm

DATE OF EVENT August 13, 2011

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

Magic City Blues Soul Run. A 10K and 3K out of South Park. The 10K will begin in South Park, follow a route to Grand Park. The 3K will loop through the neighborhood. Both will finish @ South Park in conjunction with the Magic City Blues Festival. Our patrons will be done running/walking by 10am. Cleanup/Awards in park until 12pm Noon.

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

See map Attached.

BLOCK PARTY STREET LOCATION (IF APPLICABLE):

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

Volunteers & extra garbage cans - Bright & Beautiful and we will have it out

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

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

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

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

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

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

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

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

APPLICANT SIGNATURE

DATE

APPLICATION APPROVED

DATE

APPLICATION DENIED

DATE

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

FOR CITY USE ONLY

FEE: _____

APPLICANT NOTIFIED BY: _____

DATE: _____

COPIES TO:

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

Find all intersections

unrated

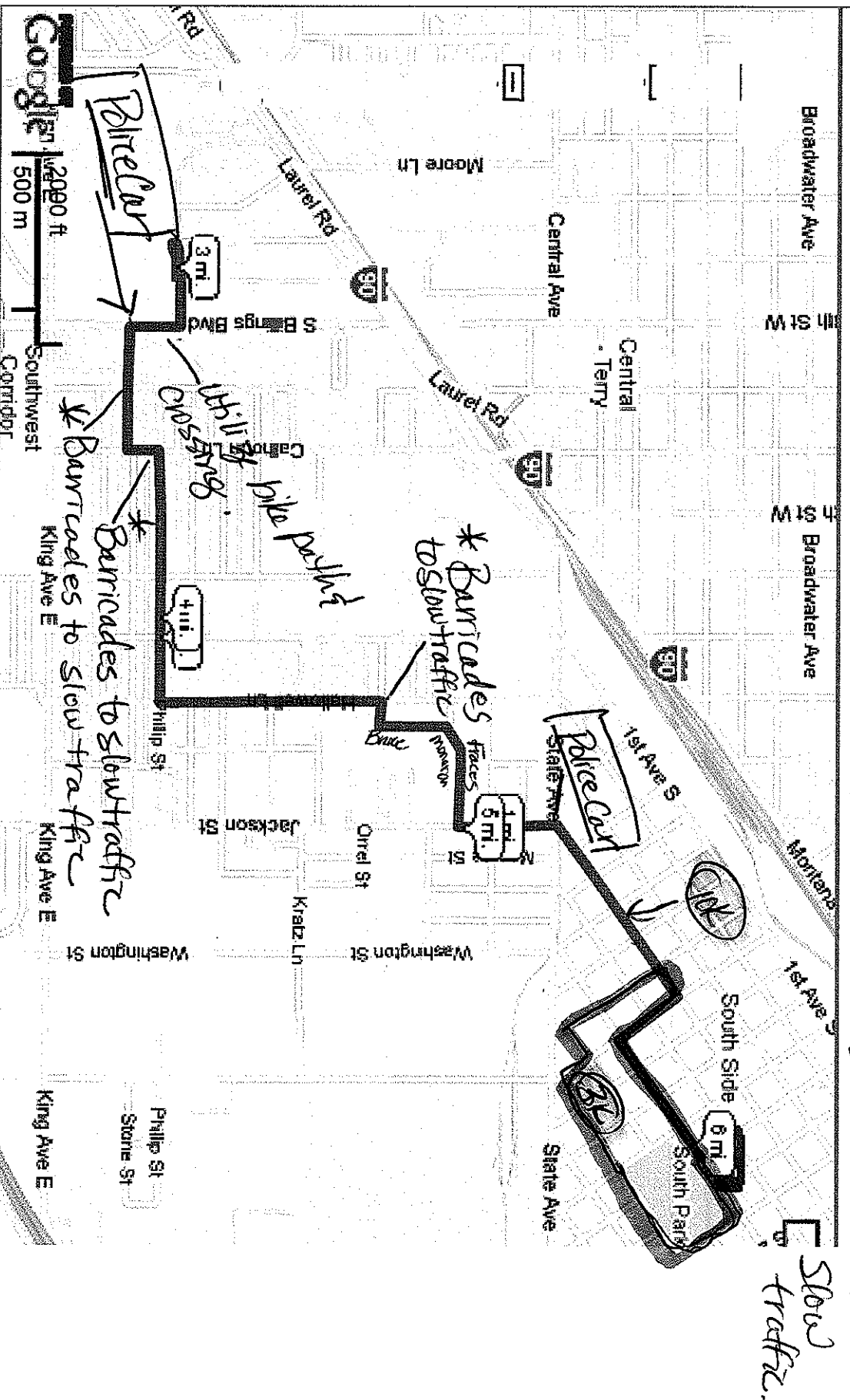
6.03 miles / 9.71 km

Start: South Park

- Billings, MT, US

out & back, mostly flat, roads

- Road guard @ 411 intersections
- Police Curron State/Jackson
- Police Curron S. Rolling Blvd.
- Road Blocks & Barricades to





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/24/2011

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

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

PRODUCER COMMERCIAL RISK MANAGERS LLC 2646 Grand Suite 3 Billings, MT 59102	CONTACT NAME: PHONE (A/C No. Ext): (406) 294-0202 FAX (A/C No.): (406) 294-8228 E-MAIL ADDRESS: dave@commercialriskmgrs.com
	INSURER(S) AFFORDING COVERAGE
INSURED MONTANA TIMING LLC 824 SHILOH CROSSING BILLINGS, MT 59102	INSURER A: RIVERPORT INSURANCE COMPANY
	INSURER B: BURLINGTON INSURANCE COMPANY
	INSURER C: BERKLEY HEALTH INSURANCE COMPANY
	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	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
B	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	Y		SCP 0824540	3-15-11	3-15-12	EACH OCCURRENCE \$ 2,000,000					
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000											
	MED EXP (Any one person) \$ 5,000											
	PERSONAL & ADV INJURY \$ 2,000,000											
GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC							GENERAL AGGREGATE \$ 2,000,000					
							PRODUCTS - COM/POP AGG \$ 2,000,000					
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$					
	BODILY INJURY (Per person) \$											
	BODILY INJURY (Per accident) \$											
	PROPERTY DAMAGE (Per accident) \$											
A	UMBRELLA LIAB ☒ EXCESS LIAB ☒ CLAIMS-MADE	Y		XSD0100164	3-15-11	3-15-11	EACH OCCURRENCE \$ 1,000,000					
	DED ☐ RETENTIONS \$						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 STATU- TORY LIMITS ☐ OTH- ER \$					
	E.L. EACH ACCIDENT \$											
	E.L. DISEASE - EA EMPLOYEE \$											
	E.L. DISEASE - POLICY LIMIT \$											
C	PARTICIPANT MEDICAL			PAI L 00207201001	3-15-11	3-15-12	\$250 DEDUCTIBLE					
	\$10,000 LIMIT											
FULL EXCESS												

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

CERTIFICATE HOLDER CITY OF BILLINGS 2224 MONTANA AVE BILLINGS MT 59101	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---



Jennifer Drinkwalter
Montana Cycling and Ski and Montana Timing
824 Shiloh Crossing Blvd.
Billings, MT 59102

On August 13, 2011, we will be hosting the first annual Magic City Blues Soul Run. We are teaming up with the Magic City Blues and other groups from the South Billings area to create a fun and festive 10K and 3K. I've attached race details and maps for you to review.

In addition to the race details, we want to assure you we will provide safety measures along the course as necessary. We will man and mark all intersections, use law enforcement and extra signage at State/Jackson and S. Billings Blvd/Stone. The Start and Finish will be in South Park. We will have live bands at the Community Center on Frances, at Optimist Park (Southeast end) and at Amend Park (North parking area off of Simpson). They will play while the athletes go by. They will not have a large crowd gathering area, just a small stage if needed and power with volunteers and/or race support in the area.

Our goal is to have fun, be safe, and begin a tradition of running and walking being a part of the Magic City Blues Festival. Please call or email me with any questions: Jennifer@montanatiming.com or 406-860-7327

Sincerely,

Jennifer Drinkwalter
General Manager



**race
series**

Regular City Council Meeting

Date: 06/27/2011

TITLE: Billings Clinic Classic Street Party

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

A street closure has been requested for the following event:

Who: Billings Clinic

Event: Billings Clinic Classic Street Party

Date and Time: Event date is Saturday, August 27, 2011; Closures are 12:00 a.m. 8/26/11 through 5:00 pm 8/28/2011

Where: N. 28th between 3rd Ave N and 4th Ave N; Alley @ North 27th/28th between 3rd and 4th Ave North
and Alley @ North 28th/29th between 3rd and 4th Ave North

Recommended conditions of approval include Billings Clinic Classic:

1. Provide appropriate certificates of insurance with required liability amounts naming the City of Billings as additional insured, including liquor liability coverage
2. Provide and install adequate traffic barricades directing motorists around closure
3. Provide a ten foot wide unobstructed lane on all streets to provide for emergency vehicle access
4. Contact all businesses and make them aware of the event two weeks in advance
5. Clean the area to be used after the event and provide and empty waste cans
6. Contact all businesses and make them aware of the event
7. Provide security for the event

ALTERNATIVES ANALYZED

The Council may:

- Approve the request to close the street and alleys for the event; or
- Deny the 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 Billings Clinic.

RECOMMENDATION

Staff recommends that Council approve the street closures named above for the annual Billings Clinic Classic Street Party.

APPROVED BY CITY ADMINISTRATOR

Attachments

Billings Clinic Classic Attach



City of Billings RIGHT-OF-WAY ACTIVITY PERMIT

Please check the type of activity you are applying for:

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

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

PERSON MAKING APPLICATION Cody Anderson

ORGANIZATION MAKING APPLICATION Billings Clinic

PHONE 406-657-4035

ADDRESS 2800 10th Ave North, Billings, MT 59106

CITY STATE ZIP

EMAIL ADDRESS canderson3@billingsclinic.org

APPROXIMATE TIME EVENT WILL:

Assemble See Below Start Disband

DATE OF EVENT August 27, 2011

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

2011 Billings Clinic Classic Street Party

Street Closure Request - 12:00a.m. midnight, 8/26/11 through 5:00 p.m. 8/28/11

Alley closure Request - 9:00 p.m. 8/26/11 through 5:00 a.m. 8/28/11

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

Closure of North Broadway between 3rd and 4th Ave North.

North 27th / 28th Alley between 3rd and 4th Ave North.

North 28th / 29th Alley between 3rd and 4th Ave North.

See Attached Map and cover letter.

BLOCK PARTY STREET LOCATION (IF APPLICABLE):

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

As with past years, street and right away clean up will be conducted by Billings Clinic 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 note a certificate of insurance is not required for Block Parties)

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

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

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

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

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

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

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

APPLICANT SIGNATURE. Cody R **DATE** 5/2/2011

APPLICATION APPROVED _____ **DATE** _____

APPLICATION DENIED _____ **DATE** _____

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

FOR CITY USE ONLY

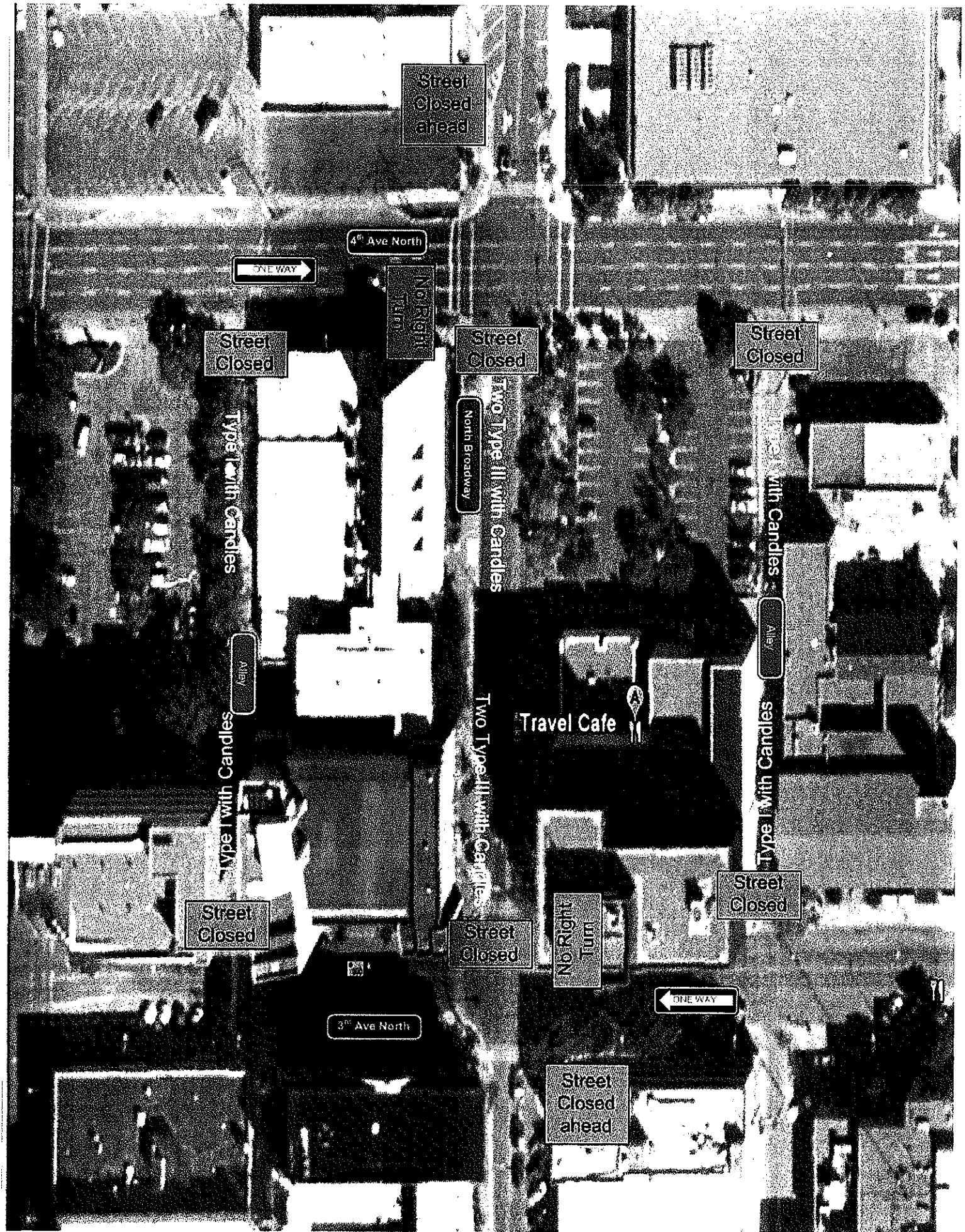
FEE: 400

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 Business Improvement District (BID) Event Kit of Parts Usage Packet

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 and make use of the BID's "Kit of Parts." You must obtain separate street closure permission and provide your own liability insurance AS WELL AS PROVIDE THE B.I.D. WITH AN INSURANCE BINDER NAMING THE B.I.D. AS CO-INSURED UNDER YOUR POLICY.

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 August 27th is the Street Party. Setup starts August 26, and Clean Up is August 28th

-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 AND to the B.I.D. showing coverage and co-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: Please see the attached cover letter

Briefly Describe Your Event Activity/Participants: Please see the attached cover letter

-Specify the exact date and TIME the blocks noted above will be CLOSED: August 27th at 12:00 a.m.
REOPENED: August 29th at 5:00 p.m.

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

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

Please see the attached traffic control plan

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

BUSINESS NAME:	ADDRESS:	SIGNATURE:
1. U.S. Bank	303 N. Broadway	Edward Larsen
2. Travel Cafe	313 N. Broadway	
3. Alberta Bair Theater	2801 3 rd Ave. North	Will R Wood
4. First United Methodist Church	2800 4 th Ave N	Frank Hunter
5. Broadway Deli + Cafe	313 N. Broadway	Rita Olympe
6. Travel Cafe	313 N. Broadway	Billie G. G.
7.		
8.		
9.		
10.		

Use an additional sheet if needed



CERTIFICATE OF LIABILITY INSURANCE

OP ID: JM

DATE (MM/DD/YYYY)

05/05/11

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

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

PRODUCER Kahl Insurance Services, LLC 16 Inverness PL E Bldg D 200 Englewood, CO 80112 Steven Kahl		720-489-7189 720-489-7190	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: BILLI-1	FAX (A/C, No):
INSURED Billings Clinic P.O. Box 37000 Billings, MT 59107	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A: Steadfast 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 INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	GENERAL LIABILITY	X			HPC 9266626 00	07/01/11	07/01/12	EACH OCCURRENCE	\$							
	☐ COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$							
	☐ CLAIMS-MADE ☐ OCCUR							MED EXP (Any one person)	\$							
								PERSONAL & ADV INJURY	\$							
								GENERAL AGGREGATE	\$							
								PRODUCTS - COMPIOP AGG	\$							
									\$							
									\$							
									\$							
									\$							
A	UMBRELLA LIAB	X			HPC 9266626 00	07/01/11	07/01/12	EACH OCCURRENCE	\$ 2,000,000							
	EXCESS LIAB							AGGREGATE	\$ 2,000,000							
	☐ CLAIMS-MADE								\$							
	DEDUCTIBLE								\$							
	RETENTION \$								\$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							Y/N ☐	N/A						WC 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)
The City of Billings is Additional Insured as respects the 2011 Billings Clinic Classic Event held August 26-28, 2011.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF City of Billings Department of Parks, Recreation & Public Lands 390 North 23rd Street Billings, MT 59103	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 Steven E. Kahl
--	---

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/05/2010

PRODUCER Montana Healthcare Indemnity LLC P.O. Box 510 Bigfork, MT 59911	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Billings Clinic P.O. Box 37000 Billings, MT 59107	<table border="1"><tr><th>INSURERS AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Montana Healthcare Indemnity LLC</td><td></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></table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Montana Healthcare Indemnity LLC		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: Montana Healthcare Indemnity LLC													
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																					
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PRO- JECT ☐ LOC ☐	2010-1 MHPLGL	07/01/2010	07/01/2011	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td><td></td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td><td></td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$</td><td></td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td><td>\$4,000,000</td></tr><tr><td>PRODUCTS - COMPROP AGG</td><td>\$</td><td></td></tr><tr><td></td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$		MED EXP (Any one person)	\$		PERSONAL & ADV INJURY	\$		GENERAL AGGREGATE	\$	\$4,000,000	PRODUCTS - COMPROP AGG	\$			\$	
EACH OCCURRENCE	\$	\$1,000,000																								
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$																									
MED EXP (Any one person)	\$																									
PERSONAL & ADV INJURY	\$																									
GENERAL AGGREGATE	\$	\$4,000,000																								
PRODUCTS - COMPROP AGG	\$																									
	\$																									
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td><td></td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$		BODILY INJURY (Per person)	\$		BODILY INJURY (Per accident)	\$		PROPERTY DAMAGE (Per accident)	\$										
COMBINED SINGLE LIMIT (Ea accident)	\$																									
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BODILY INJURY (Per accident)	\$																									
PROPERTY DAMAGE (Per accident)	\$																									
	GARAGE LIABILITY ☐ ANY AUTO				<table border="1"><tr><td>AUTO ONLY - EA ACCIDENT</td><td>\$</td><td></td></tr><tr><td>OTHER THAN EA ACC</td><td>\$</td><td></td></tr><tr><td>AUTO ONLY: AGG</td><td>\$</td><td></td></tr></table>	AUTO ONLY - EA ACCIDENT	\$		OTHER THAN EA ACC	\$		AUTO ONLY: AGG	\$													
AUTO ONLY - EA ACCIDENT	\$																									
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	EXCESS / UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$				<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td><td></td></tr><tr><td>AGGREGATE</td><td>\$</td><td></td></tr><tr><td></td><td>\$</td><td></td></tr><tr><td></td><td>\$</td><td></td></tr><tr><td></td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$		AGGREGATE	\$			\$			\$			\$							
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER				<table border="1"><tr><td>WC STATU- TORY LIMITS</td><td>OTH- ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td></td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td></td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</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	Professional Liability	2010-1 MHPLGL	07/01/2010	07/01/2011	Per Occurrence \$2,000,000 Aggregate \$8,000,000																					

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

The City of Billings is additional insured as respects to the 2010 Billings Clinic Classic Event 8/27, 8/28 and 8/29/2010

CERTIFICATE HOLDER

City of Billings
Department of Parks, Rec & Public Lands
Attn: Sherry Sjolseth P.O. Box 590
390 North 23rd Street
Billings, MT 59103

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



May 5, 2011

Downtown Billings Association, Inc.
2815 2nd Avenue North
Billings, Mt. 59101

Subject: Street Closure, Billings Clinic Foundation Classic

Billings Clinic is underway with our planning for the 2011 Classic Street Party. As you may know, over the last several years Billings Clinic has utilized north Broadway between 3rd & 4th Avenues North, together with US bank parking lot, to host this event. And, it would be our desire to do so again this year. This year's event is scheduled for Saturday August 28th. ~~28th~~ 27th

As with the last seven (7) years, we would like to be able to close the street late Thursday night (i.e. midnight) and leave it closed through Sunday afternoon. To be clear, the request is then for all day Friday, all day Saturday and through 5:00 p.m. Sunday (8/26, 8/27 and 8/28). This allows adequate time to fully set up tents, stages, chairs, etc. and then to remove them after the party.

Also, as we did the last seven (7) years, we would also request the ability to close North 27th / North 28th Alley between 3rd and 4th Avenue North (i.e. alley east of / behind the US Bank building). We would request that we be allowed to close this alley beginning at 9:00 p.m. Friday, August 26th through 5:00 a.m. Sunday, August 28th. This closure provides for alley access through the business day on Friday. But, for Saturday, this closure provides for use and use by our beverage and ice trucks, additional solid waste dumpsters, site access by our outdoor bands, etc.

And, as we have done over the last seven (7) years, we would also request the ability to close the N.28th / N.29th Alley between 3rd and 4th Avenue North (i.e. the alley west of/behind the Alberta Bair Theater). We would request that we be allowed to close this alley beginning at 6:00 a.m. Saturday, August 27th through 2:00 a.m. Sunday, August 28th. This closure provides for alley access though the business day on Friday. For Saturday, this closure provides for use of the alley by refrigerated food service truck as well as tour bus associated with the Saturday night performance in the Alberta Bair Theater.

In past years, I know that the Fire Department has reviewed the layout of the party and the features(i.e. tents, tables, stages, etc.) that are placed in the street and the bank parking lot. After that review, they felt that the adjoining building could be accessed by emergency response personnel in the case of a fire or other emergency event.

Attached you will find a Right-of-Way Activity Permit Application, a copy of our certificate of insurance, and a map of the party area.

Billings Clinic has made initial contact with each of the fronting property owners (US Bank, Travel Café, Alberta Bair Theatre and 1st United Methodist Church) and discussed our plans with them. All are supportive

of the plans, including the all-day closure on Friday. As with past years, we will make arrangements with them to accommodate any special needs that they have during this closure.

We have traditionally made provisions for patrons of the Farmer's Market to be able to access the market through our party set-up, and would continue to do so this year.

As with past years, we would also contact the City Engineer's office directly to coordinate the street closure and to process a traffic control plan. Billings Construction Supply will once again be our traffic control contractor.

And, as with past years, we would be intending to serve beer and wine as part of the event. We do provide security personnel to insure that only ticketed guest are allowed inside the party venue and to limit removal of alcoholic beverages. We will contact the State of Montana for the necessary beverage license and the Billings Police Department to process the necessary Open Container Form.

In regards to clean-up: Billings Clinic uses a cadre of volunteers from the organization and the community at large to stage this event. A specific team will be assigned to the post-party clean-up. Initial clean-up is done immediately following the party. This includes garbage/litter patrol, removal of some tents, and removal of most decorative elements. At least one tent remains in place for use by First United Methodist Church to conduct an outdoor morning worship service. Following their services, we complete the removal of tents, decorative items, tables, chairs, etc. This is followed by another round of detailed garbage/litter patrol. Our food waste is removed in a volunteer provided trash trailer. We also coordinate with the Solid Waste Division to manage dumpsters before and after the event.

I believe that this should provide you with the basic information that you need to begin processing our block party/street closure request. However, should you need further information, please contact me at 657-4035 or canderson3@billingsclinic.org

Please advise of the date of the City council meeting on this item so that a Billings Clinic representative can plan to attend.

Sincerely,



Cody Anderson
Billings Clinic

Regular City Council Meeting

Date: 06/27/2011

TITLE: Harvest Church Freedom 5K

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

A race route has been requested for the following event.

Who: Harvest Church

Event: Freedom 5K/Walk/Run

Date and Time: Saturday, July 2, from 7:00am to 11:00am

Where: Starting at Harvest Church on W Wicks Lane through a residential neighborhood on Matador Ave, Vesca Way, Sierra Granda Blvd., High Sierra, Siesta Ave to Fantan, Adobe to Morocco to W Wicks Lane back to Harvest Church. The streets will not be closed.

Recommended conditions of approval include:

1. Provide a certificate of insurance with required liability insurance naming the City of Billings as additional insured
2. All course guards (flaggers) shall wear safety apparel, use approved STOP/SLOW paddles and one representative shall be a certified traffic controller for the event
3. Provide and install adequate signage to notify motorists of the event
4. Clean area to be used

ALTERNATIVES ANALYZED

The Council may:

- Approve the request to use the above residential streets for the run/walk event; or
- Deny the request

FINANCIAL IMPACT

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

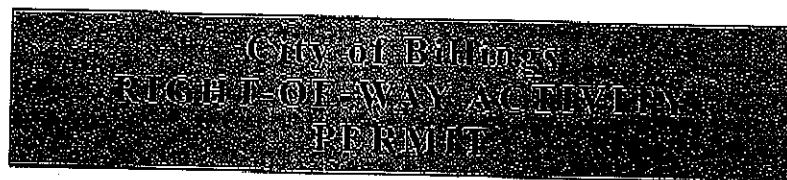
RECOMMENDATION

Staff recommends that Council approve the annual Harvest Church Freedom 5K Run/Walk on the residential streets named above.

APPROVED BY CITY ADMINISTRATOR

Attachments

Harvest Freedom 5K



Please check the type of activity you are applying for:

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

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

PERSON MAKING APPLICATION Suzanne Moran

ORGANIZATION MAKING APPLICATION Harvest Church - Heights Campus

PHONE 406-259-5648

ADDRESS 1235 Wicks Lane West, Billings, MT 59105

EMAIL ADDRESS Suzanne.morak@harvestweb.net

APPROXIMATE TIME EVENT WILL:

Assemble 7:00 AM Start 8:00 AM Disband 11:00 AM

DATE OF EVENT Saturday, July 2nd, 2011

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

Freedom 5K walk/Run is an annual event.

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

will begin and end at Harvest Church Heights Campus

BLOCK PARTY STREET LOCATION (IF APPLICABLE):

N/A

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

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

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

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

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

AGREEMENT TO PERMIT AN ACTIVITY AT WHICH ALCOHOL WILL BE CONSUMED: ALL CITY CODES SHALL BE ENFORCED. NO OPEN CONTAINERS OF ALCOHOL WILL BE PERMITTED FROM THE EVENT. THE CITY WILL PROVIDE POLICE OFFICERS TO ENFORCE THESE RULES.

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

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

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

APPLICANT SIGNATURE Suzanne Moran DATE 6/14/2011

APPLICATION APPROVED _____ DATE _____

APPLICATION DENIED _____ DATE _____

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

FOR CITY USE ONLY

FEE: \$100.00

PAID: _____

DATE: _____

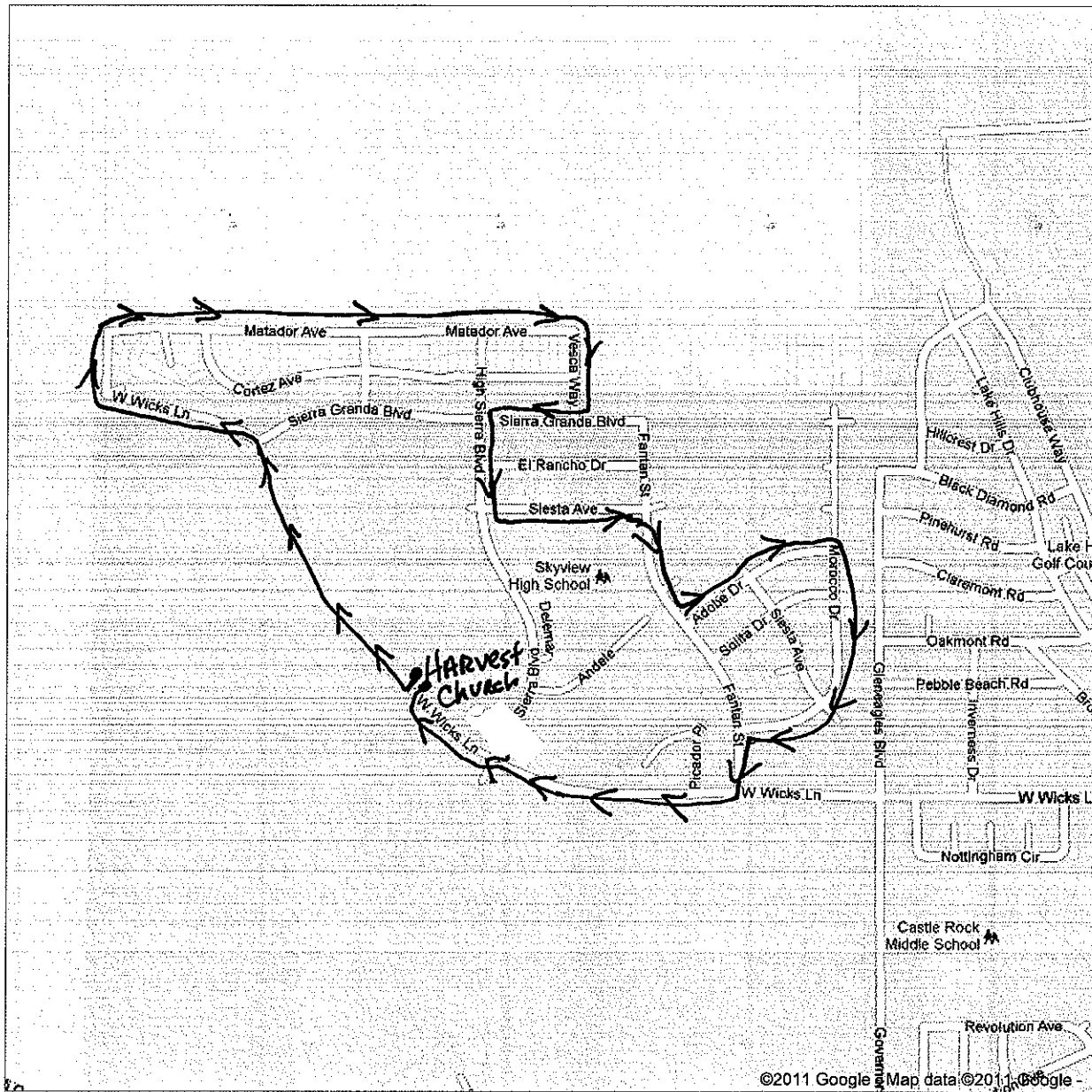
COPIES TO:
CITY ADMINISTRATOR
DEPUTY CITY ADMINISTRATOR
POLICE CHIEF
FIRE CHIEF
FIRE MARSHALL
MET TRANSIT MANAGER
STREET/TRAFFIC SUPERINTENDANT
TRAFFIC ENGINEER
PRPL DIRECTOR
PARKING SUPERVISOR
CITY ATTORNEY

Google maps

Address **1235 W Wicks Ln**
Billings, Mt 59105

Get Google Maps on your phone

Text the word "GMAPS" to 466453



©2011 Google Map data ©2011 Google



CERTIFICATE OF LIABILITY INSURANCE

DATE SHIPPED
6/9/2011

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 INSURED(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODPER	CONTACT	GLIDEWELL Investments
GLIDEWELL Investments & Insurance Group, Inc.	NAME	GLIDEWELL Investments
2001 S Russell	PHONE	(406) 728-0722
PO Box 4207	TELE FAX	(406) 728-0722
Missoula	ZIP	59801-6621
INSURANCE	INSURANCE	INSURANCE
Harvest Church	INSURANCE	INSURANCE
1235 W Wicks Lane	INSURANCE	INSURANCE
Billings	INSURANCE	INSURANCE
54105	INSURANCE	INSURANCE

COVERAGES	CERTIFICATE NUMBER: 11 City of Hqs-Disc Golf	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIODS INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION IN 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.

POLICY TYPE	TYPE OF INSURANCE	AUTO DATE FROM TO	POLICY NUMBER	POLICY EFF. DATE/TIME	POLICY EXP. DATE/TIME		UNITS
A.	GENERAL LIABILITY	☒	12HSA027441X	9/7/2011	9/7/2012	EACH OCCURRENCE	\$ 2,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Excluded)	\$ 300,000
	☐ BLAME-MADE ☒ OCCUR					MEDICAL PAYMENTS	\$ 10,000
						PERSONAL & ADJ INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
	CENL AGGREGATE LIMIT APPLIED PER:					PRODUCTS - COMPOUNDING	\$ 2,000,000
	☒ POLICY ☐ LOSS ☐ LOC						\$
A.	ANY AUTO	☒	12HSA017662S	9/7/2011	9/7/2012	AGGREGATE DAMAGE PAID (Per accident)	\$
	ALL OWNED AUTOS					SOCIAL INJURY (Per person)	\$
	SCHEDULED AUTOS					SOCIAL INJURY (Per accident)	\$
	Hired Autos					PROPERTY DAMAGE (Per accident)	\$
	NON-OWNED AUTOS						\$
							\$
							\$
							\$
A.	UMBRELLA	☒	12HSA017662S	9/7/2011	9/7/2012	EACH OCCURRENCE	\$ 5,000,000
	☒ EXCESS LIAB					AGGREGATE	\$ 5,000,000
	☐ INDIVISIBLE						\$
	RETENTION \$						\$
							\$
							\$
A.	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐	N/A			[NO STATE] [WITH PR	
	ANY PROPERTY OR PARTIAL/CONTINGENTLY ACQUIRED EXCLUSIVITY (Mandatory to NH)					EL EACH ACCIDENT	\$
	If yes, it must be noted					EL DISEASE - SA EMPLOYEE	\$
	DESCRIPTION OF OPERATIONS below					EL DISAB, SICKLY LIST	\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ASORD 181, Additional Remarks Schedule, if more space is required)
For this self weekly leagues and tournaments from 6/1/12-9/30/12. Certificate holder is listed as additional insured
for this event, subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER	CANCELLATION
fedinj@ci.billings.mt.us;	SHOULD ANY OF THE ABOVE DESCRIBED POLICES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
City of Billings Department of Parks & Recreation Attn: Joe Fedin 390 N 23rd St PO Box 1178 Billings, MT 59103	AUTHORIZED REPRESENTATIVE
	Debi Davino/DEAT <i>Debi Davino</i>

ACORD 25 (2008 FD-35)
HS-25 (2008 FD-35)

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Regular City Council Meeting

Date: 06/27/2011

TITLE: Resolution to Close Special Improvement/Sidewalk Bond Debt Funds

PRESENTED BY: Patrick M Weber

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

State law requires closing SID/Sidewalk debt service funds once the debt has been satisfied. Any excess/deficit cash balances upon completion of the bond obligations are transferred to the SID Revolving Fund. SID 1315 - Lampman Sub Water Improvements, SID 1326 - Pemberton Subdivision Sewer and SID 1338 - Agate Avenue Sanitary Sewer will be closed in fund 820.

ALTERNATIVES ANALYZED

There are no viable alternatives to approving the resolution since State law requires this action.

FINANCIAL IMPACT

The revolving fund will receive cash of \$100,264 for the three Special Improvement Districts in Fund 820 with positive cash. The cash balance in the SID Revolving Fund is about \$4,700,000.

RECOMMENDATION

Staff recommends Council approve the Resolution authorizing the closure of Special Improvement District Funds to the SID Revolving Fund.

APPROVED BY CITY ADMINISTRATOR

Attachments

SID Resolution

SID Closing

SIDs Closed in 2011

ATTACHMENT A

RESOLUTION _____

A RESOLUTION TO CLOSE THE SPECIAL IMPROVEMENT DISTRICT DEBT FUNDS AND SIDEWALK SPECIAL ASSESSMENT DEBT FUNDS TO THE SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND PURSUANT TO M.C.A. 7-12-4222.

WHEREAS, the Special Improvement District Bond Debt Obligation and the Sidewalk Special Assessment Debt Obligation has been paid in full and excess/deficit balances remain, and

WHEREAS, state law requires that Special Improvement/Sidewalk Debt Funds be closed to the SID Revolving Fund and the City Council has the authority to close these funds after all debt has been satisfied.

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

That the Special Improvement/Sidewalk Funds be closed per Attachment C to the SID Revolving Fund effective June 27, 2011:

PASSED AND APPROVED by the City Council, this 27th day of June 2011

THE CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Cari Martin, CITY CLERK

ATTACHMENT B

SID 820 - Non-Pooled Series

- SID 1315 Lampman Sub . Water Impr. - Located south of Monad Rd. between 28th and 31st West.
- SID 1326 Pemberton Lane Sub Sewer - Located along Lake Elmo Dr. on the east side of Lake Elmo.
- SID 1338 Agate Ave. Sanitary Sewer - Located along Hilltop Rd. in The Heights.

ATTACHMENT C

SID 820

PROJECT NUMBER	ISSUE DATE	ISSUE AMOUNT	CASH	ACCRUED INTEREST	FUND BALANCE
621315	1994	<u>470,000.00</u>	<u>75,491.52</u>	<u>102.30</u>	<u>75,593.82</u>

PROJECT NUMBER	ISSUE DATE	ISSUE AMOUNT	CASH	ACCRUED INTEREST	FUND BALANCE
621326	1997	<u>220,000.00</u>	<u>22,804.28</u>	<u>(136.15)</u>	<u>22,668.13</u>

PROJECT NUMBER	ISSUE DATE	ISSUE AMOUNT	CASH	ACCRUED INTEREST	FUND BALANCE
621338	1998	<u>63,000.00</u>	<u>1,968.64</u>	<u>(68.52)</u>	<u>1,900.12</u>

TOTALS		<u><u>753,000.00</u></u>	<u><u>100,264.44</u></u>	<u><u>(102.37)</u></u>	<u><u>100,162.07</u></u>
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Regular City Council Meeting

Date: 06/27/2011

TITLE: Bond Resolution of terms for a Bond Anticipation Note for Pooled SIDs 1369 & 1391

PRESENTED BY: Patrick M Weber

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The City has been working with Piper Jaffray on the refunding of bonds for Special Improvement District (SID) 1360 (Gable Road). It is cost effective for the City to pool Special Improvement District 1369 (Moore Lane) and Special Improvement District 1391 (Lynn Avenue) together with the refunding for Special Improvement District 1360.

The City has been approved for a State of Montana bond anticipation note for the construction of SID 1369 and 1391. Issuing a bond anticipation note will allow Public Works to proceed with these projects while Finance coordinates the pooled bond sale with Piper Jaffray.

The bond anticipation note will be paid off by bond proceeds when those bonds are issued.

ALTERNATIVES ANALYZED

The Council may:

- Approve the terms of the bond anticipation note resolution
- Not approve the terms of the bond anticipation note resolution

FINANCIAL IMPACT

By pooling special improvements districts, the City reduces the cost for bond sale documents, official statements and staff time. These savings result in a reduction of the amount assessed to each property owner in the districts .

RECOMMENDATION

It is recommended that the City Council approve the attached SID 1369 and SID 1391 bond anticipation note resolution.

APPROVED BY CITY ADMINISTRATOR

Attachments

BAN resolution

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of a Resolution entitled: "RESOLUTION RELATING TO \$700,000 POOLED SPECIAL IMPROVEMENT DISTRICT BOND ANTICIPATION NOTES, SERIES 2011 (SPECIAL IMPROVEMENT DISTRICT NOS. 1369 AND 1391); FIXING THE FORM AND DETAILS AND PROVIDING FOR THE EXECUTION AND DELIVERY THEREOF AND SECURITY THEREFOR" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a regular meeting on June 27, 2011, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

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

WITNESS my hand and seal officially this 27th day of June, 2011.

(SEAL)

City Clerk

RESOLUTION NO. ____

RESOLUTION RELATING TO \$700,000 POOLED SPECIAL
IMPROVEMENT DISTRICT BOND ANTICIPATION NOTES, SERIES
2011 (SPECIAL IMPROVEMENT DISTRICT NOS. 1369 AND 1391);
FIXING THE FORM AND DETAILS AND PROVIDING FOR THE
EXECUTION AND DELIVERY THEREOF AND SECURITY
THEREFOR

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

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

1.01. Resolutions of Intention. By Resolution No. 11-19027, duly adopted by the Council on February 14, 2011, and Resolution No. 10-18960, duly adopted by the Council on June 28, 2010 (together, the "Resolutions of Intention"), this Council declared its intention to create Special Improvement District No. 1369 (Moore Lane) ("SID No. 1369") and Special Improvement District No. 1391 (Lynn Avenue) ("SID No. 1391"), respectively (together, the "Districts"), for the purpose of financing costs of certain public improvements of special benefit to the properties within the Districts. Each of the Resolutions of Intention designated the number of the District, described the boundaries thereof, stated whether the District was an extended district and stated the general character of the improvements to be made (collectively, the "Improvements") and an approximate estimate of the costs thereof, in accordance with the provisions of Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended (the "Act"). By each Resolution of Intention this Council also declared its intention to cause the cost and expense of making the Improvements specially benefiting a District to be assessed against the properties included within the boundaries thereof in accordance with one or more methods of assessment authorized in Montana Code Annotated, Sections 7-12-4161 to 7-12-4165 and as set forth in each Resolution of Intention.

In the Resolutions of Intention, this Council further found that it is in the public interest, and in the best interest of the City and the Districts, to secure payment of principal of and interest on the Definitive Bonds (as hereinafter defined) by the Special Improvement District Revolving Fund of the City (the "Revolving Fund"), on the basis of factors required to be considered under Section 7-12-4225 of the Act. Those findings are hereby ratified and confirmed.

1.02. Notices. Notices of the passage of each of the Resolutions of Intention were given by two publications, with at least six days between publications, in the *Billings Times*, a weekly newspaper of general circulation published within the City. Notices of the passage of each of the Resolutions of Intention were also mailed the same day the notice was first published to all persons, firms or corporations or the agents thereof having real property within each District, listed in their names upon the last completed assessment roll for State, county and school district taxes, at their last known addresses. The notices for each District described the general character of the Improvements, stated the estimated cost of the Improvements and the method or methods of assessment of such costs against properties in each District, specified the time when and the

place where the Council would hear and pass upon all protests made against the making of the Improvements or the creation or extension of such District, and referred to the appropriate Resolutions of Intention as being on file in the office of the City Clerk for a description of the boundaries of the District, all in accordance with the provisions of each Resolution of Intention, and included a statement that, subject to the limitations of Section 7-12-4222 of the Act, the general fund of the City may be used to provide loans to the revolving fund or a general tax levy may be imposed on all taxable property in the City to meet the financial requirements of the revolving fund.

1.03. Creation of Districts. At the times and places specified in the notices hereinabove described, this Council met to hear, consider and pass upon all protests made against the making of the Improvements and the creation of each of the Districts, and, after consideration thereof, it was determined and declared that insufficient protests against the creation of each of the Districts or the proposed work had been filed in the time and manner provided by law by the owners of the property to be assessed for the Improvements in the respective Districts, and this Council did therefore by Resolution No. 11-19040, adopted March 14, 2011, and Resolution No. 10-18972, adopted July 26, 2010, create SID No. 1369 and SID No. 1391, respectively, and order the proposed Improvements in each District in accordance with the applicable Resolution of Intention.

1.04. Costs. It is currently estimated that the costs and expenses connected with and incidental to the formation of the Districts, including costs of preparation of plans, specifications, maps, profiles, engineering superintendence and inspection, preparation of assessment rolls, expenses of making the assessments, the cost of work and materials under the construction contracts and all other costs and expenses, including the deposit of proceeds in the Revolving Fund, are \$1,327,333.77, of which \$1,177,956.90 is attributable to SID No. 1369 and \$149,376.87 is attributable to SID No. 1391. After deducting amounts contributed by the City for the Improvements and prepayments of Improvements by certain property owners within the Districts, the aggregate principal amount required to finance the construction of the Improvements is \$700,000, of which \$595,999.47 shall be allocated to SID No. 1369 and \$104,000.53 shall be allocated to SID No. 1391, as shown in the table below:

	SID 1369	SID 1391	TOTAL
Total Project Costs	1,177,956.90	149,376.87	1,327,333.77
Less City Contribution	(419,804.17)	(39,131.35)	(458,935.52)
Less Prepays	(259,230.60)	(23,184.76)	(282,415.36)
Project Costs	498,922.13	87,060.76	585,982.89
Bond Costs	97,077.34	16,939.77	114,017.11
Total Cost	595,999.47	104,000.53	700,000.00

1.05. Definitive Bonds. By Resolution No. 11-19061, duly adopted by the Council on June 13, 2011 and pursuant to Montana Code Annotated, Section 7-12-4204, this Council determined that it is in the best interests of the City to sell its Pooled Special Improvement District Bonds, Series 2011 (Special Improvement District Nos. 1369 and 1391) in an aggregate principal amount not to exceed \$1,446,000 (the "Definitive Bonds") at a private negotiated sale.

Piper Jaffray & Co., of Helena, Montana, and Denver, Colorado, has stated its intention to underwrite the sale of the Definitive Bonds, subject to certain terms and conditions, however the sale cannot be accomplished in the timeframe desired to proceed with the construction of the Improvements and the City's Financial Services Manager has recommended that the City issue bond anticipation notes in anticipation of the issuance of the Definitive Bonds.

Section 2. Sale and Issuance of Series 2011 Note.

2.01. Sale and Authorization of Series 2011 Note. In anticipation of the issuance of the Definitive Bonds, and in order to provide interim financing for the construction of the Improvements, this Council determines that it is necessary and desirable that the City issue up to \$700,000 in aggregate principal amount of Pooled Special Improvement District Bond Anticipation Note, Series 2011 (Special Improvement District Nos. 1369 and 1391) (the "Series 2011 Note").

2.02. Board of Investments INTERCAP Program. Pursuant to Montana Code Annotated, Section 2-15-1808 and Title 17, Chapter 5, Part 16, as amended (the "INTERCAP Act"), and in accordance with the Indenture of Trust and Supplemental Indentures of Trust, of various dates (hereafter the "Indenture"), between the Board of Investments and U.S. Bank National Association (formerly known as First Trust Company of Montana National Association), as trustee (with any successor trustee thereunder, the "Trustee"), the Board of Investments has established its INTERCAP Revolving Loan Program (the "INTERCAP Program") pursuant to which the Board of Investments will issue, from time to time, its Annual Adjustable Rate Tender Option Municipal Finance Consolidation Act Bonds (INTERCAP Revolving Program) (the "INTERCAP Bonds"), for the purpose of making loans to eligible government units to finance or refinance the acquisition and installation of equipment and personal and real property improvements, to provide temporary financing of projects, or for other authorized purposes of an eligible government unit. All INTERCAP Bonds issued under the Indenture are secured equally and ratably thereunder and bear interest at a rate that is adjustable annually, effective for the period commencing on each February 16 and ending on the next succeeding February 15th. Pursuant to the INTERCAP Act, the City is authorized to sell the Series 2011 Note to the Board of Investments.

2.03. Authorization. Pursuant to the foregoing authority, the City authorizes the sale of the Series 2011 Note to the Board of Investments, subject to the terms set forth in this Resolution. The Board of Investments will fund its purchase of the Series 2011 Note from the proceeds of a series of INTERCAP Bonds or from loan repayments made by borrowers with respect to loans funded from such proceeds under the INTERCAP Program.

Section 3. The Series 2011 Note.

3.01. Maturity Date. The Series 2011 Note shall bear a Maturity Date of September 1, 2011.

3.02. Disbursements, Maturities, Denominations, Date and Interest Rates. To obtain a disbursement of principal of the Series 2011 Note to pay costs of the Improvements and

incidental costs, the City shall submit to the Board of Investments a signed request for disbursement on a form prescribed by the Board of Investments. The City may obtain disbursements only for costs that have been legally incurred. The Series 2011 Note shall be in the maximum principal amount of \$700,000, payable solely from the Note Account. The Series 2011 Note shall be issued as a fully registered note numbered No. R-1, and shall be dated, as originally issued, and registered as of the date of delivery to the Board of Investments. Principal of the Series 2011 Note shall bear interest from the date each amount of principal is advanced at the rate per annum equal to the Variable Rate (as hereinafter defined), as determined from time to time, until paid. Interest shall be payable at maturity or earlier redemption as provided herein to the owners of record of the Series 2011 Note as such appear on the note register on the first day of the month preceding the date of payment, whether or not such day is a Business Day (as hereinafter defined).

For purposes of this Resolution, "Variable Rate" shall mean, until the initial Adjustment Date (as hereinafter defined) or shorter period of time until the Series 2011 Note is discharged in full, one and ninety-five hundredths percent (1.95%) per annum. Thereafter, for each Adjustment Period (as hereinafter defined) or shorter period of time until the Series 2011 Note is discharged in full, the Variable Rate shall be an annual interest rate specified by the Trustee and calculated as provided under the Indenture, which rate generally shall be equal to the sum of (i) the interest rate on the INTERCAP Bonds during such period which interest rate may not exceed fifteen percent (15%) per annum plus (ii) a rate, not to exceed one and one-half percent (1.50%) per annum, sufficient to produce the amount necessary to pay the City's share of Program Expenses (as defined hereinafter). If for any reason the interest rate cannot be established as so provided or is held invalid or unenforceable by a court of law, the interest rate for the Series 2011 Note for the Adjustment Period shall be a rate equal to the largest integral multiple of five hundredths of one percent (0.05%) that is equal to or less than eighty percent (80%) of the average yield, evaluated at par, of United States Treasury obligations with stated or remaining maturity of one year, as reported in *The Wall Street Journal* (Des Moines Edition) (or, if such paper is no longer published or fails to report such information, in any other financial periodical selected by the City and acceptable to the Holder (as hereinafter defined)) on the Adjustment Date or, if the Adjustment Date is not a Business Day, the immediately preceding Business Day, but in no event to exceed fifteen percent (15.00%) per annum. Interest is calculated on the basis of a 365-day year. As used herein, "Adjustment Date" means February 16, during the term of the Series 2011 Note; "Adjustment Period" means the period beginning on an Adjustment Date and ending on the day before the next succeeding Adjustment Date or the final stated maturity of the Series 2011 Note, whichever is earlier; provided that if the Series 2011 Note is not paid at its final stated maturity, the final Adjustment Period shall extend until the principal of the Series 2011 Note together with interest thereon are paid or provision has been duly made for their payment; "Program Expenses" means the expenses of the INTERCAP Program, including (without limitation) the fees and expenses of the Trustee and such other fees and expenses of the INTERCAP Program or of the Board of Investments relating thereto as shall be approved by the Board of Investments; "Holder" means the Board of Investments and any subsequent registered holder of the Series 2011 Note pursuant to an assignment or transfer as authorized in this Resolution and in the Series 2011 Note; and "Business Day" means any day which is not a

Saturday or Sunday and is not a day on which banks in Montana are authorized or required by law to close.

During the term of the Series 2011 Note within 30 days after each Adjustment Date, the Trustee is to calculate and notify the City of the interest rate on the Series 2011 Note for the period commencing on the preceding February 16.

3.02. Negotiability, Transfer and Registration. The Series 2011 Note shall be fully registered as to both principal and interest, and shall be initially registered in the name of and payable to the Board of Investments. The Series 2011 Note shall be negotiable, subject to the provisions for registration and transfer contained in this section. No transfer of the Series 2011 Note shall be valid unless and until (1) the Holder, or a duly authorized attorney or legal representative, has executed the form of assignment appearing on the Series 2011 Note, and (2) the Financial Services Manager, as Note Registrar (the "Registrar"), has duly noted the transfer on the Series 2011 Note and recorded the transfer on the registration books of the Registrar. The Registrar may, prior to noting and recording the transfer, require appropriate proof of the transferor's authority and the genuineness of the transferor's signature. All costs of such registration and transfer shall be paid by the City, except that the City may charge the Holder for any tax, fee or other governmental charge imposed upon or with respect to the transfer of the Series 2011 Note. The City shall be entitled to deem and treat the person in whose name the Series 2011 Note is registered as the absolute owner of the Series 2011 Note for all purposes, notwithstanding any notice to the contrary, and all payments to the registered holder shall be valid and effectual to satisfy and discharge the liability upon such Series 2011 Note to the extent of the sum or sums so paid.

3.03. Execution and Delivery. The Series 2011 Note shall be prepared substantially in the form attached hereto as Exhibit A and shall be executed on behalf of the City by the manual signatures of the Mayor, the Financial Services Manager and the City Clerk. Any or all of such signatures may be affixed at or prior to the date of delivery of the Series 2011 Note. In the event that any of the officers who shall have signed the Series 2011 Note shall cease to be officers of the City before the Series 2011 Note is issued or delivered, their signatures shall remain binding upon the City. The Series 2011 Note shall be delivered to the Board of Investments, or its attorney or legal representative. The Board of Investments shall not be obligated to verify the application of the proceeds of the Series 2011 Note. However, the City shall use the proceeds of the Series 2011 Note solely for the Improvements and incidental costs.

The Mayor, the Financial Services Manager and the City Clerk are authorized and directed to do all acts and things, and to execute all documents necessary and appropriate in connection with the issuance of the Series 2011 Note.

3.04. Optional Redemption. The Series 2011 Note is subject to redemption at the option of the City at any time. The redemption price is equal to the principal amount of the Series 2011 Note to be redeemed plus interest accrued thereon to the date of redemption, without premium. The date of redemption shall be fixed by the Financial Services Manager, who shall give notice by first class mail, postage prepaid, to the owner or owners of the Series 2011 Note at their address shown on the note register, of the principal amount to be redeemed and the date on

which payment will be made, which date shall not be less than 15 days after the date of mailing of notice, on which date so fixed interest shall cease. On the date so fixed, interest on the principal amount so redeemed shall cease to accrue.

Section 4. District Fund. There is hereby created and established the 2011 Pooled Special Improvement District Fund (the "District Fund"), which shall be maintained by the Financial Services Manager on the books and records of the City separate and apart from all other funds of the City. Within the District Fund there shall be a separate Construction Account for each of SID No. 1369 and SID No. 1391 and a Note Account.

4.01. Construction Accounts. There shall be credited to the Construction Accounts in the District Fund the proceeds of the sale of the Series 2011 Note attributable to the respective District as provided in Section 1.04, including costs of issuance of the Series 2011 Note. Any earnings on investment of money in a Construction Account shall be retained therein. All costs and expenses of constructing the Improvements to be paid from proceeds of the Series 2011 Note in and for the benefit of a District shall be paid from time to time as incurred and allowed from the Construction Account in accordance with the provisions of applicable law, and money in the Construction Account shall be used for no other purpose; provided that upon completion of the Improvements and after all claims and expenses with respect to the Improvements have been fully paid and satisfied, any money remaining in said Construction Account shall be transferred to the Note Account as provided in Section 4.02.

4.02. Note Account. There shall be credited to the Note Account in the District Fund the proceeds of the Definitive Bonds attributable to the respective District and such other money as shall be received and appropriated to the Series 2011 Note Account from time to time. The City agrees to transfer to the Note Account from the City's Revolving Fund maintained for its special improvement districts, an amount sufficient to pay the interest on the Series 2011 Note at maturity or earlier redemption. Amounts on deposit in the Note Account shall be used solely to pay the principal of and interest on the Series 2011 Note at maturity. Upon payment or discharge of the Series 2011 Note, surplus funds in the Note Account, if any, shall be transferred to the District Fund created pursuant to the resolution authorizing the issuance of the Definitive Bonds.

Section 4. Covenants and Representations. The City covenants that until the Series 2011 Note and interest thereon are fully paid:

4.01. Compliance with the Resolution. The City will hold the District Fund as trust funds, separate and apart from all of its other funds, and the District, its officers and agents, will comply with all covenants and agreements contained in this Resolution. The provisions hereinabove made with respect to the District Fund are in accordance with the undertaking and agreement of the City made in connection with the sale of the Series 2011 Note as set forth in Section 1.05.

4.02. Construction of Improvements. The City has taken all steps necessary to enforce the provisions of the construction contracts and bonds relating to the Improvements and to ensure the completion of the Improvements in accordance with the plans and specifications and within the time therein provided, and has paid all costs thereof promptly as incurred and allowed, out of

the District Fund. All awards of contracts have complied with the applicable bid and award statutes.

4.03. Absence of Litigation. There is now no litigation pending or, to the best knowledge of the City, threatened questioning the right and power of the City to issue the Series 2011 Note or in any manner questioning the existence of any condition precedent to the exercise of the City's powers in these matters. If any such litigation should be initiated or threatened, the City will forthwith notify in writing the Board of Investments, and will furnish the Board of Investments a copy of all documents, including pleadings, in connection with such litigation.

4.04. Issuance of Definitive Bonds. The Council hereby covenants and agrees that at or prior to the maturity of the Series 2011 Note, it will use its best efforts to sell and issue the Definitive Bonds in an aggregate principal amount sufficient to provide the amount needed, together with any other money on deposit in the Note Account, to pay in full the outstanding principal of and interest on the Series 2011 Note at its maturity. The proceeds of the Definitive Bonds shall be appropriated to the Note Account to the extent required to pay principal of and interest on the Series 2011 Note at its maturity.

4.05. Exchange of Series 2011 Note for Definitive Bonds. If the City is unable to issue and sell the Definitive Bonds at or prior to the stated maturity of the Series 2011 Note, and the proceeds of the Definitive Bonds are necessary to pay and redeem the Series 2011 Note, the Holders of the Series 2011 Note, at their option, may surrender the Series 2011 Note for Definitive Bonds amortized in semiannual installments over a fifteen -year period and bearing interest the Variable Rate, on a par-for-par basis.

Section 5. Tax Matters.

5.01. Use of Improvements. The Improvements will be owned and operated by the City and available for use by members of the general public on a substantially equal basis. The City shall not enter into any lease, use or other agreement with any non-governmental person relating to the use of the Improvements or security for the payment of the Series 2011 Note which might cause the Series 2011 Note to be considered a "private activity bond" or "private loan bond" within the meaning of Section 141 of the Code.

5.02. General Covenant. The City covenants and agrees with the owners from time to time of the Series 2011 Note that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Series 2011 Note to become includable in gross income for federal income tax purposes under the Code and Treasury Regulations (the "Regulations") applicable to the Series 2011 Note and promulgated under the Code, including, without limitation, the Regulations, and covenants to take any and all actions within its powers to ensure that the interest on the Series 2011 Note will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

5.03 Certification. The Mayor, the Financial Services Manager and the City Clerk are authorized and directed to execute and deliver to the Board of Investments a certificate in accordance with the provisions of Section 148 of the Code and the Regulations, Section 1.148-

2(b), stating that on the basis of the facts, estimates and circumstances in existence on the date of issue and delivery of the Series 2011 Note, as such facts, estimates and circumstances are set forth in the certificate, it is expected that the proceeds of such Series 2011 Note will be used in a manner that would not cause the Series 2011 Note to be arbitrage bonds within the meaning of Section 148 of the Code and the Regulations applicable thereto.

5.04 Arbitrage Rebate. The Series 2011 Note is subject to the rebate requirements of Section 148(f) of the Code. The City covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Regulations to preserve the exclusion of interest on such Series 2011 Note from gross income for federal income tax purposes. In furtherance of the foregoing, the Mayor, the Financial Services Manager and the City Clerk are hereby authorized and directed to execute a Rebate Certificate implementing the foregoing covenants and agreements, prepared by bond counsel, and the City hereby covenants and agrees to observe and perform the covenants and agreements contained therein, unless amended or terminated in accordance with the provisions thereof.

5.05 Information Reporting. The City shall file with the Secretary of the Treasury, not later than November 15, 2011, a statement concerning the Series 2011 Note containing the information required by Section 149(e) of the Code.

5.06 Survival of Obligations. The provisions of Sections 6.02 and 6.04 shall survive the retirement and payment of the Series 2011 Note and the discharge of the other obligations of the City hereunder.

Section 6. Recitals. All acts, conditions and things required by the Constitution and laws of the State of Montana, including the Act, and the home rule charter of the City, in order to make the Series 2011 Note a valid and binding special obligation in accordance with its terms and in accordance with the terms of this Resolution have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required.

Section 7. Authentication of Transcript. The officers of the City are hereby authorized and directed to furnish to the Board of Investments and to bond counsel certified copies of all proceedings relating to the issuance of the Series 2011 Note and such other certificates and affidavits as may be required to show the right, power and authority of the City to issue the Series 2011 Note, and all statements contained in and shown by such instruments, including any heretofore furnished, shall constitute representations of the City as to the truth of the statements purported to be shown thereby.

Section 8. Effective Date. This Resolution shall take effect immediately upon its passage and adoption by the Council.

Passed and adopted by the City Council of the City of Billings, Montana, this 27th day of July, 2011.

Mayor

Attest: _____
City Clerk

EXHIBIT A

[Form of Series 2011 Note]

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF YELLOWSTONE

CITY OF BILLINGS

POOLED SPECIAL IMPROVEMENT DISTRICT
BOND ANTICIPATION NOTE, SERIES 2011
(Special Improvement District Nos. 1369 and 1391)

No. R-1

\$700,000.00

<u>Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>
Variable	September 1, 2011	July [___], 2011

REGISTERED OWNER: BOARD OF INVESTMENTS OF THE STATE OF MONTANA

PRINCIPAL AMOUNT: SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS

FOR VALUE RECEIVED, THE CITY OF BILLINGS (the "City"), a duly organized municipal corporation of the State of Montana, acknowledges itself to be specially indebted and hereby promises to pay to the Board of Investments of the State of Montana (the "Board of Investments"), or registered assigns, but solely out of the Note Account (the "Note Account") in its 2011 Pooled Special Improvement District Fund (the "District Fund"), the principal amount equal to the sum of the amounts entered on Schedule A hereto under "Total Amount Advanced" on the maturity date specified above, with interest on such amount as advanced hereunder, at the Variable Rate (as hereinafter defined), until paid or redeemed. Upon presentation and surrender hereof at the office of the Financial Services Manager in Billings, Montana, the interest hereon and the principal hereof are payable in lawful money of the United States of America to the registered owner of this Note as it appears in the note register of the City.

This Note shall bear interest from the date principal is advanced at the rate per annum equal to the Variable Rate (as hereinafter defined), as determined from time to time, until paid or redeemed. Interest shall be payable on each February 15th and August 15th, commencing August 15, 2011, to the owners of record of this Note as such appear on the note register on the first day of the month preceding the date of payment, whether or not such day is a Business Day.

For purposes of this Note, "Variable Rate" shall mean, until the initial Adjustment Date (as hereinafter defined) or shorter period of time until this Note is discharged in full, one and ninety-five hundredths percent (1.95%) per annum. Thereafter, for each Adjustment Period (as

hereinafter defined) or shorter period of time until this Note is discharged in full, the Variable Rate shall be an annual interest rate specified by the Trustee and calculated as provided under the Indenture, which rate generally shall be equal to the sum of (i) the interest rate on the INTERCAP Bonds during such period which interest rate may not exceed fifteen percent (15%) per annum plus (ii) a rate, not to exceed one and one-half percent (1.50%) per annum, sufficient to produce the amount necessary to pay the City's share of Program Expenses (as defined hereinafter). If for any reason the interest rate cannot be established as so provided or is held invalid or unenforceable by a court of law, the interest rate for this Note for the Adjustment Period shall be a rate equal to the largest integral multiple of five hundredths of one percent (0.05%) that is equal to or less than eighty percent (80%) of the average yield, evaluated at par, of United States Treasury obligations with stated or remaining maturity of one year, as reported in *The Wall Street Journal* (Des Moines Edition) (or, if such paper is no longer published or fails to report such information, in any other financial periodical selected by the City and acceptable to the registered owner hereof on the Adjustment Date or, if the Adjustment Date is not a Business Day, the immediately preceding Business Day, but in no event to exceed fifteen percent (15.00%) per annum. Interest is calculated on the basis of a 365-day year. As used herein, "Adjustment Date" means February 16, during the term of this Note; "Adjustment Period" means the period beginning on an Adjustment Date and ending on the day before the next succeeding Adjustment Date or the final stated maturity of this Note, whichever is earlier; provided that if this Note is not paid at its final stated maturity, the final Adjustment Period shall extend until the principal of this Note together with interest thereon are paid or provision has been duly made for their payment; "Program Expenses" means the expenses of the INTERCAP Program, including (without limitation) the fees and expenses of the Trustee and such other fees and expenses of the INTERCAP Program or of the Board of Investments relating thereto as shall be approved by the Board of Investments.

Upon each disbursement of proceeds of this Note, the registered owner hereof shall enter the amount advanced on Schedule A attached hereto under "Advances" and the total amount advanced under the Resolution, including such disbursement, under "Total Amount Advanced."

This Note comprises an issue of "Pooled Special Improvement District Bond Anticipation Notes, Series 2011 (Special Improvement District Nos. 1369 and 1391)" of the City. This Note is issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended (the "Act") and Resolution No. [____], adopted by the City Council of the City on June 27, 2011 (as such may be amended or supplemented, the "Resolution"), in anticipation of the issuance by the City of its Pooled Special Improvement District Bonds, Series 2011 (Special Improvement District Nos. 1369 and 1391) (the "Definitive Bonds") under the Act, to finance the costs of certain local improvements (the "Improvements") for the special benefit of property located in the following Special Improvement Districts of the City: Special Improvement District Nos. 1369 and 1391 (collectively, the "Districts"). Capitalized terms used herein but not otherwise defined shall have the respective meanings given such terms in the Resolution.

This Note is not a general obligation of the City and the City's general credit and taxing powers are not pledged to the payment of this Note or interest thereon. **The Revolving Fund is not pledged to the repayment of the Series 2011 Note.**

This Note is subject to redemption at the option of the City at any time. The redemption price is equal to the principal amount of this Note to be redeemed plus interest accrued hereon to the date of redemption, without premium. The date of redemption shall be fixed by the Financial Services Manager, who shall give notice by first class mail, postage prepaid, to the owner or owners of the Series 2011 Note at their address shown on the note register, of the principal amount to be redeemed and the date on which payment will be made, which date shall not be less than 15 days after the date of mailing of notice, on which date so fixed interest shall cease. On the date so fixed, interest on the principal amount so redeemed shall cease to accrue.

As provided in the Resolution and subject to certain limitations set forth therein, this Note is transferable upon the books of the City at the office of the Financial Services Manager, by the registered owner hereof in person or by his attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Financial Services Manager, duly executed by the registered owner or his attorney. Upon such transfer, the City will cause a new Note to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all things required to be done precedent to the issuance of this Note have been properly done, happened and been performed in the manner prescribed by the laws of the State of Montana and the resolutions and ordinances of the City of Billings, Montana, relating to the issuance thereof; that the City in the Resolution has covenanted and agreed that at or prior to the stated maturity of this Note it will use its best efforts to sell and issue Definitive Bonds in an aggregate principal amount sufficient to provide the amount needed, together with any other money on deposit in the Note Account, to pay in full the outstanding principal of and interest on this Note at the stated maturity hereof; that all provisions for the security of the registered owner of this Note set forth in the Resolution will be punctually and faithfully performed as therein stipulated; and that the issuance of this Note does not cause the general or special indebtedness of the City to exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Billings, State of Montana, by its City Council, has caused this Note to be executed by the signatures of the Mayor, the Financial Services Manager and the City Clerk, and by the official seal of the City.

CITY OF BILLINGS, MONTANA

Mayor

(Seal)

Financial Services Manager

City Clerk

PROVISIONS FOR REGISTRATION OF TRANSFER AND EXCHANGE

The ownership of this Note and of the interest payable hereon may be transferred to a bona fide purchaser only by delivery hereof with an assignment duly executed by the registered owner or his attorney or legal representative, and the City may treat the registered owner as the person exclusively entitled to receive payments of principal of and interest on this Note and to exercise all the rights and powers of an owner until this Note is presented to the Financial Services Manager of the City of Billings, Montana, as Registrar, accompanied by said assignment and by assurance of the nature provided by law that the same is genuine and effective, and until such transfer is duly registered on the books of the City and noted hereon by the Registrar.

REGISTER

The ownership of the unpaid principal balance of this Bond and the interest accruing thereon is registered on the books of the City of Billings, Montana in the name of the registered holder appearing on the first page hereof or as last noted below:

<u>Date of Registration</u>	<u>Name and Address of Registered Holder</u>	<u>Financial Services Manager</u>
<u>July [__], 2011</u>	Board of Investments 2401 Colonial Dr. P.O. Box 200126 Helena, MT 59620-0126	

NO WRITING HEREON EXCEPT BY FINANCIAL SERVICES MANAGER AS REGISTRAR

The Registrar has transferred on the books of the City of Billings, Montana, on the date last noted below, to the registered assign noted opposite said date, ownership of the principal amount of and interest on this Note, except the amounts of principal and interest theretofore paid:

<u>Date of Transfer</u>	<u>Registered Assign</u>	<u>Signature of Financial Services Manager</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

SCHEDULE A

SCHEDULE OF AMOUNTS ADVANCED

<u>Date</u>	<u>Advances</u>	<u>Total Amount Advanced</u>	<u>Notation Made By</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Regular City Council Meeting

Date: 06/27/2011

TITLE: Resolution Adjusting Animal Control Fees

PRESENTED BY: Rich St. John

Department: Police

Information

PROBLEM/ISSUE STATEMENT

The Animal Control Board reviewed the fees charged for services at the Billings Animal Shelter and recommends various changes. The City Council last approved changes in 2009. The revised fees better reflect the cost of services.

ALTERNATIVES ANALYZED

Approve the resolution to adjust fees or;
Do not approve the resolution to adjust fees

FINANCIAL IMPACT

The financial impact will be a small revenue increase for Dangerous Dog Registrations.

RECOMMENDATION

The Animal Control Board and staff recommend that the City Council approve this resolution that changes fees charged for Animal Control services.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution Adjusting Fees Charged at the Animal Shelter

RESOLUTION NO. 11-

A RESOLUTION AMENDING RESOLUTION NO.;
ESTABLISHING FEES TO BE CHARGED BY THE CITY ANIMAL CONTROL; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 4-453 of the Billings, Montana City Code provides that the City Council shall establish from time to time the fees to be charged by Animal Control; and

Whereas, Animal Control fees need to be changed to more accurately reflect the cost of services to be provided; and

Whereas, the City Council has duly considered the matter.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, AS FOLLOWS:

1. ANIMAL CONTROL_FEES: The fees to be charged by Animal Control are hereby established as follows:

Licenses Registrations:

Duplicates \$ 2.50

Unaltered* Dog/Cat registration for 1 year \$ 30.00

Spayed/neutered license registration for 1 year \$ 7.50

Unaltered* Dog/Cat registration for 3 years \$ 80.00

Spayed/neutered registration for 3 years \$ 15.00

Senior Citizen 65 or older shall receive 1/2 off license registration fees.

Late fee \$ 5.00

*Unaltered = unsprayed/unneutered.

Potentially Dangerous Dog Registration \$100.00 annually

Dangerous Dog Registration \$ ~~50.00~~ \$100.00 annually

Small Animal Permit \$ 30.00 annually plus license registration fee for each animal

Animal Release Fee \$2.00

Disposal Fee \$30.00

Euthanasia Fee \$35.00

Rabies Submission Fee \$40.00

Veterinarian Clinic Monthly Disposal Fee \$ 150.00

Drug & Paraphernalia Disposal Fee \$ 25.00 per pound
maximum 250.00 per burn

Trap Rental \$ 10.00 per week

2. TERM OF FEES: Said fees shall continue in full force and effect until changed by the City Council by subsequent resolution.

3. EFFECTIVE DATE: The above resolution shall be effective upon passage and approval.

PASSED by the City Council and APPROVED this _____, 2011.

CITY OF BILLINGS

By _____
Thomas W. Hanel, Mayor

ATTEST:

By _____
Cari Martin, City Clerk

Regular City Council Meeting

Date: 06/27/2011

TITLE: Second Reading and Adoption of Proposed Animal Control Ordinance

PRESENTED BY: Rich St. John

Department: Police

Information

PROBLEM/ISSUE STATEMENT

A review of the existing Animal ordinance by the staff and Animal Control Board has resulted in the submittal of these recommended changes. A public hearing on the proposed changes was held June 13, 2011 and Council approved the ordinance on first reading. Council is being asked to approve this proposed Animal Control ordinance on second reading.

ALTERNATIVES ANALYZED

City Council may

- Approve the ordinance as presented.
- Do not approve the ordinance.
- Delay action until a future meeting date.

FINANCIAL IMPACT

The financial impact should be a slight revenue increase for dangerous dog registrations.

RECOMMENDATION

Staff recommends that the City Council approve the changes to the Animal ordinance on second reading.

APPROVED BY CITY ADMINISTRATOR

Attachments

ACO Ordinance

ORDINANCE NO.

AN ORDINANCE AMENDING THE BILLINGS CITY CODE BY
AMENDING MULTIPLE SECTIONS, UPDATING LANGUAGE, AND
STRENGTHENING TO PROTECT BOTH THE PUBLIC AND ANIMALS.

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

Section 1. That the Billings, Montana City Code be amended by revising Sections 4-301, 4-302, 4-307, 4-308, 4-309, 4-310, 4-401, 4-402, 4-403, 4-404, 4-405, 4-405.1, 4-405.5, 4-405.6, 4-405.7, 4-406, 4-407, 4-408, 4-409, 4-410, 4-431, 4-432, 4-433, 4-434, 4-435, 4-437, 4-446, 4-450, 4-454 of said code, updating language, further defining violation of impoundment of abused, mistreated or neglected animals, adding giving away as violation of roadside and flea market sales of animals, designating specific offenses as municipal infractions, establishing responsibilities for both owner's and/or keeper's of animals, allowing for confinement restrictions/exemptions for potentially dangerous animals, allowing for impoundment of dangerous animals once charged, requiring registration of potentially dangerous animals, allowing Council the authority to place restrictions on animals at public events and lands, requiring registration of animals in foster care after six (6) months, to read as follows:

Chapter 4 ANIMALS*

*Cross references: Zoning regulation of animals, § 27-~~808~~300.

State law references: Livestock, MCA 81-1-101 et seq.; ~~F~~Fish and ~~w~~Wildlife, MCA 87-1-101, 27-1-222, 27-1-715, 45-8-210, 45-8-211, 45-8-217 et seq.

Art. 4-100. In General (Reserved)

Art. 4-200. Reserved

Art. 4-300. Care, Keeping and Sale of Animals

Art. 4-400. Dogs, Cats and Small Animals

Div. 1. Generally

Div. 2. Registration

Div. 3. Impoundment

Art. 4-500. Livestock

ARTICLE 4-100. IN GENERAL (RESERVED)

ARTICLE 4-200. RESERVED*

***Editor's note:** Ord. No. 09-5485, § 1, adopted January 12, 2009, repealed article 4-200, §§ 4-201--4-204 in its entirety, which pertained to the animal control board and derived from the Code of 1967, §§ 2.90.010, 2.90.040, 2.90.060, and Ord. No. 83-4526, § 1, adopted June 20, 1983. For provisions pertaining to the animal control board, the user's attention is directed to article 2-500, division 2.

Secs. 4-201--4-204. Reserved.

ARTICLE 4-300. CARE, KEEPING AND SALE OF ANIMALS

Sec. 4-301. Keeping of wild animals.

(a) The terms and words used in this section are defined as follows:

Wild animal means any live monkey (nonhuman primate), raccoon, skunk, fox, poisonous snake, leopard, panther, tiger, lion, lynx, bobcat, coyote, wolf, warm-blooded animal taken from the wild state or bred in captivity, or any wild animal hybrid.

Wild animal hybrid or *hybrid* means an animal which is the product of the breeding of:

- (1) A wild animal with an animal that is not wild, including, but not limited to wolf/dog hybrids;
- (2) A wild animal with an animal of a different species, variety or breed;
- (3) An animal that is expressly or impliedly represented to be a wild animal hybrid; or
- (4) An animal, the appearance of which (including but not limited to the color, shape, size and markings) causes a representative of the Montana Fish, Wildlife and Parks or the Billings Animal Control to reasonably believe that the animal is a wild animal hybrid.

Wolf/dog hybrid means an animal which is part wolf and part domestic dog.

(b) No person shall keep or permit to be kept on his or her premises within the city limits any wild or vicious animal or wild animal hybrid for display for exhibition purposes, whether gratuitously or for a fee. This section shall not be construed to apply to zoological parks, performing animal exhibitions, or circuses.

(c) No person shall bring into, offer for sale or barter, or release anywhere in the city limits any wild animal or wild animal hybrid.

(d) No person shall possess, keep or permit to be kept on or off his/her premises within the city limits a wild animal or wild animal hybrid. ~~If the following conditions are met, wolf/dog hybrids which were in private possession prior to February 1, 1993, may be retained by the same owner as a domestic pet, but may not be transferred to another person:~~

(1) The animal control officer or police officer may order a person found owning, keeping, or harboring a wolf/dog hybrid to deliver the animal to the animal shelter within twenty four (24) hours. The person owning, keeping, or harboring such animal shall then be ordered to appear in Court to show cause why the animal should not be humanely euthanized. The Municipal Court Judge, after making a determination that the animal is a wolf/dog hybrid shall order that the animal be euthanized or that it immediately be removed from the city. The owner must comply with all rules, regulations and requirements of the Montana Department of Fish, Wildlife and Parks.

~~(2) By May 1, 1993, the owner must register the wolf/dog hybrid with the city, must purchase a small animal license and must comply with all requirements for a small animal license as set forth in sections 4-432 through 4-438.~~

~~(3) The owner must keep the wolf/dog hybrid in a securely enclosed structure to which all entrances remain locked. The structure must be designed so that a person cannot place an extremity in any part of it and so that the wolf/dog hybrid cannot escape. The structure must be kept in good repair at all times. No person shall allow or permit the wolf/dog hybrid to be removed from its structure unless the animal is muzzled and on a leash held by a person able to control the animal.~~

~~(4) At the time of licensing the wolf/dog hybrid or by May 1, 1993, if the wolf/dog hybrid is currently licensed, the owner of the wolf/dog hybrid must schedule a time with the animal shelter for an animal control officer to inspect and approve the structure in which the animal will be kept. The animal control officer shall also take a photo of the wolf/dog hybrid to be retained by the animal shelter for identification purposes.~~

~~(5) The owner/keeper of the wolf/dog hybrid shall allow an animal control officer at any reasonable time with 24-hour notice to inspect the premises upon which the wolf/dog hybrid is kept.~~

~~(6) No person shall possess, keep or harbor a wolf/dog hybrid unless all of the above conditions have been met.~~

~~(7) A wolf/dog hybrid which has not been licensed in accordance with subsection (d)(2) shall be seized and impounded by an animal control officer or a police officer. In the alternative, the animal control officer or police officer may order the person owning, keeping, or harboring the wolf/dog hybrid to deliver the animal to the animal shelter within twenty-four (24) hours. The person owning, keeping or harboring such animal shall then be ordered to appear in city court to show cause why the animal should not be destroyed. The city court judge, after making a determination that the animal is a wolf/dog hybrid and that it was not licensed, shall order that the animal be destroyed or that it immediately be removed from the city.~~

~~(2)(8) A wolf/dog hybrid which is running at large in the city shall immediately be impounded by an animal control officer or police officer. The person owning, keeping or harboring such animal shall be ordered to appear in Municipal Court to show cause why the animal should not be euthanized destroyed. The Municipal Court Judge, after making a determination that the animal is a wolf/dog hybrid and that it was running at large, shall order that the animal be euthanized destroyed or that it immediately be removed from the city.~~

~~(e) The animal control officers shall have the power to release or order the release of any young wild animal kept under temporary permit issued by the state which is deemed capable of survival.~~

~~(Code 1967, § 8.04.015; Ord. No. 93-4920, § 1, 2-22-93; Ord. No. 03-5259, § 1, 10-27-03; Ord. No. 09-5489, § 1, 4-13-09)~~

Sec. 4-302. Swine and goats within the city.

No person shall keep any swine or goats within the city at any time except to bring them to market for commercial purposes. When brought to market for commercial purposes, they shall be kept and cared for by the owner or person in their charge at such place as may be authorized.
(Code 1967, §§ 8.04.020, 8.04.030)

Cross references: Zoning regulations of animals, § 27-808 300.

Sec. 4-307. Animal waste.

The owner, keeper or custodian of every animal shall immediately retrieve and remove all excreta deposited by his or her animal while off the owner's/keepers property.
(Code 1967, § 8.04.065; Ord. No. 90-4829, § 2, 5-7-90)

Sec. 4-308. Impoundment of abused, mistreated or neglected animals.

Upon application made by an animal ~~warden~~ control officer, the ~~city~~ Court may order impounded and held, pending disposition of any complaint filed under MCA 45-8-211, any animal being apparently abused, mistreated or neglected, with costs of confinement and care to be paid by the owner upon conviction. It is further provided; an animal control officer may with the owner's permission, search warrant, or under exigent circumstances with documentable evidence, enter a premises where an animal(s) is/are kept in a reportedly cruel or inhumane manner and demand to examine such animal(s). The animal control officer may take possession of such animal(s) when, in the officer's opinion, the animal(s) require immediate medical or humane treatment. No person shall interfere with, hinder, or molest the animal control officer in the performance of any duty of his office, or attempt to release any animal in the custody of animal control or other authorized agency.

No person shall leave any animal(s) in any trailer, RV, or vehicle under extreme temperature conditions or in a manner that endangers the animal's health or safety. Any animal control or law enforcement officer is authorized to take all steps reasonably necessary, but not limited to breaking into the vehicle, including the breaking of a window, to remove an animal(s) whenever it appears the animal's immediate health or safety is endangered. Said neglected or endangered animal(s) may be brought to a veterinarian for emergency care or impounded. If the owner/custodian of the animal(s) cannot be located, the officer removing the animal(s) shall place a written notice in/on the vehicle, bearing their name, contact information and where the animal(s) may be reclaimed. The animal's owner/custodian shall be responsible for all expenses incurred during the removal of the animal(s) and its/their subsequent care and impoundment. The owner/custodian in custody of the animal(s) may be charged with the offense of cruelty to animals and subject to penalties as specified in MCA 45-8-211.

(Code 1967, § 8.04.070)

Sec. 4-309. Roadside and flea market sales.

(a) It shall be unlawful for any person to sell, trade, give away, or barter a live animal on a roadside, public right-of-way, commercial parking lot, or at an outdoor special sale, swap meet, flea market, parking lot sale, or similar event.

(b) This section does not apply to:

(1) An agent of a business that has a certificate of occupancy from the building inspection division authorizing the occupancy of the premises for purposes of operating a business selling pets;

(2) An event primarily for the sale of agricultural livestock such as hoofed animals or animals or fowl commonly raised for food, dairy, or fiber products; or

(3) A tax-exempt non-profit organization founded for the purpose of providing humane sanctuary or shelter for abandoned or unwanted animals.

(Ord. No. 09-5489, § 1, 4-13-09; Ord. No. 10-5501, § 1, 1-11-10)

Sec. 4-310. Penalties.

Violations of sections 4-302 through 4-307 and 4-309 are designated as municipal infractions and punishable by civil penalties as specified in section 18-1304. Violations of section 4-301 are designated as misdemeanors and punishable by criminal penalties as specified in B.M.C.C. Sec. 1-110(a). Violations of section 4-308 are punishable by penalties as specified in MCA 45-8-211. (Ord. No. 10-5501, § 1, 1-11-10)

ARTICLE 4-400. DOGS, CATS AND SMALL ANIMALS

DIVISION 1. GENERALLY

Sec. 4-401. Definitions.

Terms and words, as used in this article, shall have the following meanings unless the context otherwise indicates:

~~Adult animal~~ means any animal over six (6) months of age.

Animal means to include all livestock and any domestic pet, both male and female.

Animal control officer means any one or more of the employees of the city designated by the city administrator or his designee as animal control officer.

Animal shelter means the place ~~provided~~ operated or contracted by the City of Billings for the purpose of impounding and caring for ~~of~~ dogs, cats or other small animals, or livestock.

At large means off the premises of the owner or other property where permission has been granted and not under the control of the owner or any other person either by leash, cord, chain, or other physical means of control; obedience trained dogs under complete verbal control of the owner or trainer shall not be allowed to separate from their owner or trainer by more than six (6) feet except on private property with owner permission or on public property as referenced in section 4-407.

Bite means any abrasion, scratch, puncture, laceration, bruise, tear, or piercing of the skin inflicted by the teeth of an animal.

Bodily injury means physical pain, illness, or any impairment of physical condition.

City administrator means the city of billings city administrator or his/her designee.

Dangerous animal means any animal that in the absence of intentional provocation:

- (1) Inflicts serious bodily injury to a person on public or private property; or
- (2) Is involved in a continuous sustained attack upon a person, not allowing the victim any means of escape, regardless of the extent of injury or defensive action required; or
- (3) Is previously ~~found to be~~ convicted of potentially dangerous animal and while on or off the owner's and/or keepers property chases or approaches a person in a menacing fashion or apparent attitude of attack by charging, growling, snapping, raising hackles, harassing, chasing, attempting to bite or stalking; or inflicts bodily injury to a person or small animal;
- (4) Inflicts injury to a person on public or private property, which injury results in the death of the person.
- (5) Is brought into the City and has been previously convicted of Dangerous Animal or a similar violation by any Court of competent jurisdiction. The person owning, keeping or harboring such animal shall be ordered to appear in Billings Municipal Court to show just cause why euthanasia should not be ordered of the animal. The Municipal Court Judge; after making a determination that the animal is a dangerous animal and in violation of this section, shall order

the euthanasia of the animal or that the owner be required to comply with regulations as set forth in section 4-405.5.

(6) These definitions do not apply to animals used in military or law enforcement work while they are actually performing in that capacity.

Dwelling unit means any building or portion thereof providing complete, independent, and permanent living facilities for one (1) family as referred to in BCMC Sec. 23-201 and MCA 70-24-103.

Foster home means a home or facility where a recognized tax exempt facility or agency or organization, for the purpose of re-homing animals, where animals may be placed an animal(s) temporarily for the purpose of finding a new permanent home.

Keeper means any person/organization that enters into a verbal or written agreement with the animal's owner and is responsible for the keeping, feeding or harboring of an animal(s).

Neutered/spayed means rendered permanently incapable of reproduction.

Owner means ~~any~~ the person(s) claiming ownership, and responsible for the keeping, feeding, or harboring and care of an animal over thirty (30) days.

Persons means two (2) or more people.

Potentially dangerous animal means any animal that in the absence of intentional provocation:

(1) While off the owner's and/or keeper's property, chases or approaches a person in a menacing fashion or apparent attitude of attack by charging, growling, snapping, raising hackles, harassing, chasing, attempting to bite, stalking, or inflicts bodily injury to a person or small animal; or

(2) While on the owner's and/or keeper's property causes bodily injury to a person; or

(3) While off the owner's and/or keeper's property kills a domestic animal, excluding birds, rodents and reptiles.

(4) These definitions do not apply to animals used in military or law enforcement work while they are actually performing in that capacity.

Registration authority means the agency or department of the city or any designated representative thereof charged with administering the issuance and/or revocation of permits and registrations under the provisions of this chapter.

Serious bodily injury means bodily injury which creates a substantial risk of death or which causes serious permanent disfigurement or protracted loss or impairment of the function or process of any bodily member or organ.

Service animal means in addition to a ~~guide dog~~ search and rescue dog, police dog, law enforcement or military canine, as defined in MCA 45-8-209, ~~law enforcement or military canine~~ all other animals that are "individually trained to provide assistance to an individual with a disability" in a public setting, as defined in MCA 49-4-214.

Small animal includes any dog, cat, rabbit or domesticated small animal, both male and female.

Small animal permit means a permit that allows the premises to be inspected and approved by the animal control officer, or by the health department, at a prearranged appointment established with the owner.

Vaccination means the inoculation of a dog or cat with anti-rabies vaccine administered by a licensed veterinarian in compliance with regulations established by the state.

(Code 1967, § 8.08.010; Ord. No. 85-4616, 1-7-85; Ord. No. 85-4676, § 1, 12-23-85; Ord. No. 90-4829, § 3, 5-7-90; Ord. No. 90-4848, § 1, 11-19-90; Ord. No. 03-5259, § 3, 10-27-03; Ord. No. 05-5351, § 1, 12-12-05; Ord. No. 09-5489, § 1, 4-13-09)

Sec. 4-402. Small animal permits.

(a) A small animal permit is required of every ~~owner~~ dwelling unit of four (4) or more dogs and/or cats as defined in section 4-401. A small animal permit is required in addition to individual registrations as referenced in 4-431.

(b) Every person, dwelling unit, firm, business, or corporation granted a permit under this section shall be subject to regulation and inspection by the animal control officer or the health department. Any small animal permit granted hereunder may be revoked and cancelled by the city upon giving notice as provided in notice and appeal procedure as set forth in subsection 4-402(d).

(c) Exclusions:

(1) No registration fees or small animal permits shall be required of any veterinary hospital, government or government contracted animal shelter, or zoological park.

(2) A recognized tax exempt humane society, organization, or animal welfare society must comply with all requirements of the holder of a small animal permit, but the small animal permit fee shall be waived. No registration fees shall be required of dogs/cats waiting for adoption, but rabies vaccinations shall be required of animals over three (3) months of age held over thirty (30) days.

(3) The applicant shall, at the time of application for a small animal permit provide the name and address of the owner(s), the name, breed, color, sex, age, proof if the animal(s) have been spayed or neutered, and verification of current rabies vaccination for each animal(s) owned or kept at the dwelling unit, business, or corporation.

(d) The city administrator shall revoke a small animal permit as follows:

(1) A small animal permit shall be revoked upon refusal to allow inspection, or for three (3) convicted violations of animal ordinances in a twenty-four (24) month period; or for use of shelter facilities to dispose of, or to find homes for surplus puppies and breeding stock; or any other violation of the provisions of this article.

(2) The city administrator shall give notice to the permittee of any revocation. The notice shall be in writing, shall specify the deficiencies or violations, advise the violator/dwelling unit of the right to appeal, and shall be mailed by certified mail, return receipt requested or personally served. The ~~violation~~ permittee shall have ten (10) days to appeal the revocation to the city council. The appeal shall be filed in writing with the city clerk. The city administrator shall cause the matter to be placed on the first available agenda. The appellant shall be notified by certified mail or personally served with notice of the date of the council meeting at least three (3) days prior to the hearing. The matter shall be considered by the council after the appellant has had an opportunity to be heard in person or by council at the regular council meeting in which the matter appears on the agenda.

(Code 1967, §§ 8.08.020, 8.08.025; Ord. No. 85-4616, 1-7-85; Ord. No. 85-4676, § 2, 12-23-85; Ord. No. 03-5259, § 4, 10-27-03; Ord. No. 05-5351, § 2, 12-12-05)

*Cross Reference: Zoning regulation of animal, S 27-300

Sec. 4-403. Female small animals.

Every person having under his/her control any female small animal in heat (i.e., in the oestral period) shall confine such small animal in a house, garage or other enclosed area. The female small animal shall be contained in such a manner that the female cannot come into contact with a male of the same species except for planned breeding. Such female not so confined is a public

nuisance, and the owner or other person in control of such small animal shall be subject to civil penalties as specified in section 18-1304. The animal control officer or any police officer, after applying to the Court, the Court may order such small animal a public nuisance and order the animal impounded until the end of the oestral period. ~~shall immediately abate every such nuisance by impounding such small animal.~~

(Code 1967, § 8.08.030; Ord. No. 85-4616, 1-7-85; Ord. No. 85-4676, § 3, 12-23-85; Ord. No. 10-5501, § 1, 1-11-10)

Sec. 4-404. Noisy animals.

Every person who keeps, feeds, harbors or allows to stay about any premises occupied or controlled by such person, any animal which unreasonably annoys or disturbs any person by persistent continuous and habitual barking, howling, yelping, whining or other noise is responsible for maintaining a public nuisance and shall be subject to civil penalties as specified in section 18-1304. This section does not apply to an animal that is owned, kept, or harbored as part of the business of a licensed veterinarian, animal boarding facility, or agricultural or livestock operation.

The complainant must identify himself or herself by name, address and telephone number.

To constitute a violation for prosecution under this section, a written complaint must be received by the animal control officer which shall include but not be limited to a summary of the nature and duration of the animal noise and any other information or witnesses as may be required by the animal control officer to establish a violation of this section.

(Code 1967, § 8.08.040; Ord. No. 90-4829, § 4, 5-7-90; Ord. No. 03-5259, § 5, 10-27-03; Ord. No. 05-5351, § 3, 12-12-05; Ord. No. 09-5489, § 1, 4-13-09; Ord. No. 10-5501, § 1, 1-11-10)

Sec. 4-405. Potentially dangerous ~~behavior~~ animal.

(a) Any owner and/or person who keeps, feeds, harbors or allows to stay about the premises occupied or controlled by him/her within the city any animals exhibiting potentially dangerous behavior is guilty of maintaining a public nuisance and is guilty of misdemeanor. An animal is presumed to ~~have exhibited~~ be a potentially dangerous ~~behavior~~ animal if it has demonstrated any of the behaviors set forth in section 4-401. Such presumption is rebuttable. Upon conviction of maintaining a public nuisance with a particular potentially dangerous animal, euthanasia of the animal may be ordered by the Court. The Court shall order euthanasia of an animal involved in a fatal attack on a person.

(b) If euthanasia of the animal is not ordered by the Court the owner or keeper convicted of having a potentially dangerous animal shall within seven (7) days of conviction, register the animal as such with the animal control division. Potentially dangerous registrations will require renewal annually for the life of the animal unless within the first year of registration the owner and animal attends and provides proof of attendance and completion of a certified animal behavior modification class to the animal control officer and the owner/keeper is not convicted of any animal violations or violates any Court requirements. Potentially dangerous animal owners/keepers may be required by the Court to comply with and show the animal control division sufficient evidence that any or all of the following requirements are met within thirty (30) days following registration:

(1) A securely enclosed fence that is adequate to contain the animal to be restrained. The fence shall be securely fastened to posts firmly set in the ground. The fence shall be properly maintained to keep the animal confined. The enclosure must also provide protection from the

elements for the animal. No registered animal may be kept on a porch, patio, or in any part of a house or structure that would allow the animal to exit such building on its own volition except into the required secured area. In addition, no such animal may be kept in a house or structure when the windows are open or where screen windows or screen doors are the only obstacle preventing the animal from exiting the structure.

(2) The animal is to be restrained by a secure leash or other secure restraint and under the physical control of a person capable of restricting the animal's movement when not in the securely enclosed fence of the owner or keepers property.

(3) The owner or keeper shall display commercially manufactured signs on his/her premises warning that there is a potentially dangerous animal on the property. These signs shall be visible and capable of being read from the public way and from any normal means of entry to the premises. In addition, the owner or keeper shall conspicuously display a sign with a warning symbol that will inform children of the presence of a potentially dangerous animal.

(4) The owner or keeper shall, at his/her own expense, have the potentially dangerous animal registration number provided by the animal control division tattooed upon the inner side of the right ear by a licensed veterinarian, or have the animal micro-chipped, and the chip number registered with the animal control division.

(5) The owner or keeper of an animal convicted of having a potentially dangerous animal shall notify the animal control division within twenty-four hours of a change of address or death of the animal, immediate notification shall be required if the animal is loose.

(6) The owner or keeper of an animal convicted of having a potentially dangerous animal shall not sell, transfer or give away the animal, without notification to the animal control division, the new owner shall be responsible for compliance with required potentially dangerous restrictions.

(7) The Court may order additional restrictions as they pertain to the conviction such as muzzling when off owners property, enclosed secure kennel, behavior training, and any other restrictions or requirements to insure the safety of the citizens of Billings and the potentially dangerous animal.

(c) The animal control officer is empowered to make whatever inquiry is deemed necessary to ensure compliance with the above provisions. Inspections shall be conducted by the animal control officer for each year that registration is required. Should it be found that the owner or keeper is in noncompliance with any of the provisions, the animal shall be immediately confiscated, impounded, and the owner and/or keeper shall be ordered to appear in Court to show cause why euthanasia of the animal should not be ordered.

(d) Any animal convicted of a second or subsequent violation under this section may be classified as a Dangerous Animal and subject to regulations set forth in Section 4-405.5.

(Code 1967, § 8.08.050; Ord. No. 85-4616, 1-7-85; Ord. No. 90-4829, § 5, 5-7-90; Ord. No. 03-5259, § 6, 10-27-03; Ord. No. 05-5351, § 4, 12-12-05)

State law references: Liability of owner of vicious dog, MCA 27-1-715.

Sec. 4-405.1. Quarantine--Rabies.

(a) Any animal not currently vaccinated for rabies which bites a person shall be isolated in strict confinement at the animal shelter or a licensed veterinarian clinic to be observed for at least ten (10) days from the day of infliction of the bite. The owner will be responsible and must pay the confinement fees. If the owner fails to pay such fees, the animal control officer shall dispose of the animal.

(b) Upon the discretion and advice of the animal control or law enforcement officer any animal currently vaccinated for rabies which bites a person may be isolated in strict confinement at the owner's home provided the following conditions are available and met:

(1) Animal must be kept away from all animals and people except the immediate household.

(2) Animal must be kept inside an enclosed structure such as a house, garage or if outside, the animal must be in a covered pen from which it cannot escape or come into contact with another animal or person. If confinement is authorized under this condition, the person responsible for the animal shall further assure that the animal shall only be allowed outside the above-described pen or other suitable place approved by the animal control or law enforcement officer if the animal is on a leash which is held by a person that is capable of and is in fact controlling the animal in question.

(3) Animal cannot be sold, given away, destroyed or moved from the premises until notified by an animal control or law enforcement officer that the quarantine period is over.

(4) Animal under quarantine is not to receive any vaccinations without the authorization of a veterinarian and the animal control officer.

(5) If the animal becomes lost, sick, acts strangely in any way, or dies during quarantine it must be reported immediately to the animal control office.

(6) Animal control and/or law enforcement officers must be allowed reasonable access to the place of quarantine between the hours of 7:00 a.m.--10:00 p.m. for inspections.

~~(7) The owner will be responsible and must pay all confinement fees. If the owner fails to pay such fees, the animal control officer shall dispose of the animal.~~

(c) Any animal owner who fails to cooperate with the animal control officer in satisfactory quarantine of his/her dog or cat (or any other warm-blooded animal, if pertinent) who has bitten a person is guilty of a misdemeanor.

(d) A dog or cat (or other warm-blooded animal) manifesting characteristics of rabies (hydrophobia) may be ~~put to death~~ euthanized and destroyed at the discretion of the animal control or law enforcement officer so that the head may be examined to make a confirmatory search for Negri bodies. All animals definitely known to have been bitten by the infected animal should be destroyed. If, however, the animal is only suspected of having the disease a quarantine approved by the State Veterinarian Office or animal control division may be allowed. ~~he should not be put to death but quarantined for observation, for a negative laboratory examination at this time would only leave the diagnosis in doubt.~~

(e) Quarantine procedures do not apply to animals used in military or law enforcement work and service animals for the disabled. These animals will be required to be under current veterinarian care and subject to inspections by an animal control or law enforcement officer. Service animals will be required to wear a muzzle while off the owner/s property during the required quarantine period.

(Ord. No. 05-5351, § 5, 12-12-05; Ord. No. 09-5489, § 1, 4-13-09)

Sec. 4-405.5. Dangerous ~~behavior~~ animal.

Any owner and/or person who keeps, feeds, harbors or allows to stay about the premises occupied or controlled by him/her within the city any animal exhibiting dangerous behavior is guilty of maintaining a public nuisance and is guilty of a misdemeanor. An animal is presumed to ~~have exhibited~~ be a dangerous ~~behavior~~ animal if it has demonstrated any of the behavior set forth in section 4-401. Such presumption is rebuttable. Animals charged as a dangerous animal shall be impounded and held at the animal shelter until determination by the Court. Upon

conviction of maintaining a public nuisance with a particular dangerous animal, ~~said animal~~ euthanasia of the animal may be ordered by the Court ~~to be destroyed by the animal control officer.~~ The Court shall order euthanasia of A ~~an animal involved in a fatal attack on a person will be impounded and destroyed by the animal control officer.~~

(b) If euthanasia is not ordered by the Court ~~t~~ The owner or keeper convicted of having a dangerous animal shall ~~forthwith~~ register the animal as such with the animal control division within seven (7) days of conviction. Dangerous animal registrations are required to be renewed annually for the life of the animal. The owner and/or keeper of the dangerous animal must comply with and must show the animal control division sufficient evidence that the following requirements are met within thirty (30) days following registration:

(1) Prior to release of an animal back to the owner or keeper from the animal shelter the owner or keeper will be required to provide ~~A~~ a securely enclosed locked pen or structure is provided by the owner suitable to prevent unauthorized entry and designed to prevent the animal from escaping. Such pen or structure shall have a locking door with a padlock, secure sides, a concrete floor, and a secure top. The secure pen or structure shall be located within property whose perimeter must have a secondary secure fence of board or wire that is adequate to contain the animal being restrained. The fence shall be securely fastened to posts firmly set in the ground. The fence shall be properly maintained to keep the animal confined. ~~The enclosure~~ enclosed pen must also provide protection from the elements for the animal. No registered dangerous animal may be kept on a porch, patio or in any part of a house or structure that would allow the animal to exit such building on its own volition except into the required secure pen. In addition, no such animal may be kept in a house or structure when the windows are open or where screen windows or screen doors are the only obstacle preventing the animal from exiting the structure.

(2) The owner or keeper shall display commercially manufactured signs on his or her premises warning that there is a dangerous animal on the property. These signs shall be visible and capable of being read from the public ~~roadway~~ and from any normal means of entry to the premises. In addition, the owner or keeper shall conspicuously display a sign with a warning symbol that will inform children of the presence of a dangerous animal.

(3) The owner or keeper of a dangerous animal shall present proof of procurement of liability insurance in the amount of at least ~~one~~ five hundred thousand dollars ~~(\$100,000.00)~~ (\$500,000.00), covering the 12-month period during which registration is sought. This policy shall contain a provision requiring the city to be named as an additional insured and requiring that the city be notified by the insurance company at least ten (10) days in advance of any cancellation, termination or expiration of the policy.

(4) The owner or keeper shall, at his or her own expense, have the dangerous animal registration number provided by the animal control division tattooed upon the inner side of the right ear by a licensed veterinarian, or have the animal micro-chipped, and the chip number ~~provided~~ registered with ~~to~~ the animal control division.

(c) The owner or keeper of an animal convicted of having a dangerous animal shall notify the animal control division within twenty-four (24) hours of a change of address or death of the animal, immediate notification will be required if the animal is loose.

(d) The owner or keeper of an animal convicted of having a dangerous animal shall not sell, transfer or give away the animal, other than to the animal control officer for ~~disposal~~ euthanasia.

(e) The owner or keeper of an animal convicted of having a dangerous animal shall not allow the animal off the owners/keepers property unless securely muzzled, wearing a collar approved

by the animal control division visibly displaying the words dangerous animal and restrained by a secure leash or other secure restraint and under the physical control of a person capable of restricting the animal's movement when off the property where the owner/keeper resides. The muzzle shall be worn in a manner which will not cause injury to the animal or interfere with its vision or respiration but shall prevent it from biting any person or animal.

(f) The animal shall be spayed/neutered if not previously and proof of the date of the spaying/neutering, with the signature of the veterinarian who performed the procedure shall be supplied to the animal control division.

(g) The animal control officer is empowered to make whatever inquiry is deemed necessary to ensure compliance with the above provisions. Inspections will be conducted by the animal control officer for each year that registration is required. Should it be found that the owner or keeper is in noncompliance with the provisions, the animal shall be immediately confiscated, impounded, and the owner and/or keeper shall be issued a notice to appear in Court and show cause why euthanasia of the animal should not be ordered destroyed.

(Ord. No. 90-4829, § 6, 5-7-90; Ord. No. 03-5259, § 7, 10-27-03; Ord. No. 09-5489, § 1, 4-13-09)

Sec. 4-405.6. Justifiable use of force.

While on the owner's and/or keeper's property or off the owner's/keeper's property and under the owner's/keeper's control, an animal is justified in using the force or threat to use force necessary: to defend himself or a person; to prevent or terminate a person's unlawful entry into or attack upon his owner's/keeper's property; or to prevent or terminate a person's trespass on or other criminal interference with his owner's/keeper's property. A defense of justifiable use of force is an affirmative defense to sections 4-405 and 4-405.5.

(Ord. No. 90-4829, § 7, 5-7-90; Ord. No. 03-5259, § 8, 10-27-03)

Sec. 4-405.7. Fee for registration of a potentially dangerous or dangerous animal.

Any person required to register a potentially dangerous or dangerous animal as set forth in sections 4-405 and 4-405.5 shall pay a registration fee in an amount set by council resolution.

Said potentially dangerous or dangerous animal registration fee is in addition to all other fees.

Registration shall be required within seven (7) days following conviction. Such registration shall expire on the last day of the month one year from the month of issuance and shall become delinquent on the first day of the following month. Registrations shall be required annually for the life of the animal.

(Ord. No. 90-4848, § 2, 11-19-90; Ord. No. 03-5259, § 9, 10-27-03; Ord. No. 05-5351, § 6, 12-12-05)

Sec. 4-406. Small animals at large.

No small animal shall be allowed to run at large in the city. No owner or keeper shall allow or permit any small animal to be at large off the owner's or keeper's property unless restrained by leash, cord, chain, fence or other physical means of control; ~~provided, that an~~ Dogs that have been trained and under positive voice control or command ~~obedience-trained dog~~ shall be allowed to participate in sanctioned obedience training, field trials, dog shows or competition

~~but. In all individual obedience training within the city, the small animal~~ shall not be allowed to be separated from its owner, keeper or trainer by more than six (6) feet except on private property with owner permission or on public property as referenced in section 4-407. Any small animal found to be running at large in the city or on private property in violation of this section is a public nuisance and shall be impounded in the animal shelter. Persons found to have committed a violation of this section shall be subject to civil penalties as specified in section 18-1304. (Ord. No. 05-5351, § 7, 12-12-05; Ord. No. 10-5501, § 1, 1-11-10)
Editor's note: Ord. No. 05-5351, § 7, adopted December 12, 2005, amended § 4-406 in its entirety to read as herein set out. Formerly, § 4-406 pertained to dogs at large and derived from the Code of 1967, § 8.08.060.

Sec. 4-407. Small animals in city parks or public lands.

No small animals, whether restrained or unrestrained, shall be permitted in the city parks except for service animals when being used for that purpose and service animals being used in police work. This prohibition does not prohibit small animals in posted areas of parks or public lands that are specifically designated by council resolution for use by small animals in accordance with posted regulations. Areas in parks or public lands may be designated as a dog park by the Billings City Council through resolution. Dogs may be present without a leash within dog parks in accordance with posted regulations. Dogs located in these dog park areas are not subject to the leash restriction contained in section 4-406. Small animal in the city parks are deemed a nuisance and may be impounded; provided, that a permit for organized obedience training or shows may be granted for use in designated areas of designated parks on designated days. The permit shall be obtained from the animal control division at the discretion of the animal control supervisor for that particular event. The permit shall be in writing and shall designate the park, area within the park, the dates and duration. A fee as prescribed by council resolution shall be collected for each permit for each event. The City Administrator, by Administrative Order, may regulate or restrict animals from being on certain public lands during designated public events. Such restrictions shall be clearly posted at the designated event. Failure to comply with the terms of such restrictions shall constitute a municipal infraction, and subject the animal owner to civil penalties as specified in B.M.C.C. Sec. 18-1304. (Ord. No. 03-5259, § 10, 10-27-03; Ord. No. 05-5351, § 8, 12-12-05; Ord. No. 09-5489, § 1, 4-13-09)

Editor's note: Ord. No. 03-5259, § 10, adopted October 27, 2003, amended § 4-407 in its entirety to read as herein set out. Formerly, § 4-407 pertained to dogs in city parks and derived from the Code of 1967, § 8.08.065.

Cross references: Parks and recreation, Ch.19.

Sec. 4-408. Loosing of ~~strays~~ animal(s).

No person shall dump, release or cause to escape from confinement against the wishes of an owner, keeper or person in custody, or in any otherwise unauthorized manner turn loose any dog, cat or other small animal from or onto ~~to stray on~~ any property or public way within the city.

Persons found to have committed a violation of this section shall be subject to civil penalties as specified in section 18-1304.

(Code 1967, § 8.08.090)

Sec. 4-409. Vaccination of dogs/cats for rabies.

The owner and/or keeper of every dog/cat kept, harbored or maintained within the city which is three (3) months old or older shall, at the owner's and/or keeper's expense, cause the dog/cat to be vaccinated for rabies by a licensed veterinarian, and the owner and/or keeper of any such dog/cat who for thirty (30) days willfully fails to have such dog/cat vaccinated shall be subject to civil penalties as specified in section 18-1304. The veterinarian shall retain a copy of the vaccination receipt for such period as the health officer of the city shall prescribe. The owner and/or keeper of such dog/cat when applying for registration required by section 4-431 shall present the vaccination receipt as proof of current and valid vaccination.

(Ord. No. 05-5351, § 9, 12-12-05; Ord. No. 10-5501, § 1, 1-11-10)

Sec. 4-410. Small animal owner's promise to appear.

(a) Whenever there is any violation of this article, in addition to any other remedy provided by law and instead of arresting the owner or other person in control of a small animal, or of impounding the small animal, the animal control officer may, in his or her discretion, release the owner or person in control of the small animal, upon giving his or her promise to appear as specified in a written notice to be prepared by the animal control officer. The notice shall be in duplicate on forms provided by the city court judge, shall contain the name and address of the owner or controller of the small animal, a description of the small animal, the small animal's license number, if known, the date and location of the violation, the offense charged and shall require the person receiving the notice to answer the charge during hours and at a place specified in the notice. If any dispute exists as to the ownership of a small animal, for the purpose of this section, the person who has signed the application for the small animal's license shall be deemed the owner thereof.

(b) Any person who fails to appear in court or at the office of the clerk of city court in compliance with the directions contained in the notice of animal violation given to such person by the animal control officer for any animal violation is ~~guilty of a misdemeanor regardless of the disposition of the charge for which such person was given the notice~~ punishable by penalties as authorized by law.

(Code 1967, §§ 8.08.250, 8.08.260; Ord. No. 85-4676, § 5, 12-23-85)

DIVISION 2. REGISTRATION*

***Editor's note:** Ord. No. 03-5259, § 12, adopted October 27, 2003, changed the title of division 2 from "Licensing" to "Registration."

Sec. 4-431. Required.

The owner of every dog/cat kept, harbored or maintained within the city shall register the dog/cat within thirty (30) days after the dog/cat becomes three (3) months old, or within thirty (30) days in the case of a dog/cat three (3) months or older newly brought into the city or acquired by new owner. Animals placed in private homes by a tax exempt animal welfare organization for foster care while actively looking for a new permanent home will be required to be registered if in the foster home for over six (6) months.

(Code 1967, § 8.08.100(a); Ord. No. 85-4616, 1-7-85; Ord. No. 85-4676, § 6, 12-23-85; Ord. No. 03-5259, § 13, 10-27-03; Ord. No. 05-5351, § 11, 12-12-05)

Sec. 4-432. Application.

~~The owner shall, a~~ At the time of application for a registration is made, state upon a printed form ~~provided for that purpose,~~ the name and address of the owner, the name, breed, color, sex, age, and verification if the animal has been spayed or neutered, ~~of each dog/cat owned or kept by the owner; also and the date current vaccinated history for rabies and the signature of the~~ administered by a licensed veterinarian shall be required who vaccinated the dog/cat for each dog/cat that registration is sought.

(Code 1967, § 8.08.110; Ord. No. 85-4676, § 7, 12-23-85; Ord. No. 03-5259, § 14, 10-27-03)

Sec. 4-433. Proof of vaccination prerequisite.

No dog/cat registration shall be issued unless the applicant therefore produces satisfactory proof that the dog/cat has been vaccinated with a rabies vaccine currently effective. Such proof may be made by presenting the vaccination receipt referred to in section 4-409; provided that when a dog/cat has been reclaimed from the animal shelter, registration fees shall be paid prior to release of the dog/cat. If satisfactory proof of rabies vaccination cannot be produced, the registration tag shall be retained by the city until the dog/cat has been vaccinated or proof of vaccination is produced. Proof of vaccination must be provided to the city or its registration authority ~~animal control officer~~ within thirty (30) days after the dog/cat becomes three (3) months old, or within thirty (30) days in the case of a dog/cat three (3) months or older. Failure to provide proof of vaccination will result in the registration being void.

(Code 1967, § 8.08.100(b); Ord. No. 85-4616, 1-7-85; Ord. No. 85-4676, § 8, 12-23-85; Ord. No. 03-5259, § 15, 10-27-03; Ord. No. 05-5351, § 12, 12-12-05; Ord. No. 09-5489, § 1, 4-13-09)

Sec. 4-434. Issuance.

(a) Registrations shall be issued by the animal control officer or duly appointed registration agents.

(b) Registration agents. The registration authority shall appoint additional registration agents as may be deemed necessary or expedient. The city will provide an allowance of one dollar (\$1.00)

from the registration fee to reimburse additional registration agents for costs incurred in performing registration duties for the city. Additional registration agents will settle accounts with the ~~city~~ registration authority monthly, the timing and manner of which will be determined by the registration authority.

(Code 1967, § 8.08.100(c); Ord. No. 85-4616, 1-7-85; Ord. No. 85-4676, § 9, 12-23-85; Ord. No. 90-4829, § 8, 5-7-90; Ord. No. 03-5259, § 16, 10-27-03; Ord. No. 05-5351, § 13, 12-12-05)

Sec. 4-435. Fees.

(a) Dog/cat registration fees shall be prescribed by council resolution.

(b) ~~Beginning July 1, 1990,~~ Ddog/cat registrations shall be issued by duly appointed registration agents, upon proof that the animal has a current rabies vaccination, and upon payment of an annual registration fee. Such registration shall expire on the last day of the month one year from the month of issuance and shall become delinquent on the first day of the following month or shall expire when such rabies vaccination is no longer current, whichever comes first. Delinquent fees shall be prescribed by council resolution.

(c) Persons over sixty-five (65) years of age shall pay fifty (50) percent of the fees imposed under this section, but not less than one dollar (\$1.00). Satisfactory proof of age shall be furnished to the registration authority, appointed registration agent, or city officials.

(Code 1967, § 8.08.100(c--g); Ord. No. 85-4616, 1-7-85; Ord. No. 85-4676, § 10, 12-23-85; Ord. No. 90-4829, § 9, 5-7-90; Ord. No. 03-5259, § 17, 10-27-03)

Sec. 4-437. Tags and collars.

(a) Upon payment of the registration fee under this division, the ~~animal control officer~~ registration authority or agent designated as herein provided shall issue to the owner a registration certificate in the form of a receipt and a metallic tag for each dog/cat so registered. The tag shall have stamped thereon the year for which it was issued and the number appearing on the certificate. The dog/cat is required to display a registration and vaccination tag when off of the owner's property.

(b) No registration provided for in this chapter is transferable, and no registration tag shall be fastened to any dog/cat other than the one for which it was issued.

(c) Any person who knowingly fastens a registration tag or a vaccination tag to any dog or cat other than the one for which such tag was issued or who willfully permits such dog or cat to wear any registration tag or vaccination tag issued for another dog or cat shall be subject to civil penalties as specified in section 18-1304. The animal control officer shall impound every dog or cat found bearing a registration tag or vaccination tag not issued for that dog or cat, and shall dispose of such dog or cat as provided by section 4-450.

(d) In case a registration tag is lost or destroyed, the owner of the dog/cat shall apply to the ~~animal control officer~~ registration authority or agent for a duplicate tag and ~~the animal control officer~~ shall be issued a duplicate tag upon presentation of the receipt showing payment for the

registration for the current year and upon payment of a fee.

(e) In case a vaccination receipt is lost or destroyed, the owner of the dog or cat shall apply to the veterinarian who vaccinated the dog or cat for a duplicate receipt.

(Code 1967, §§ 8.08.140(b--d), 8.08.150; Ord. No. 85-4616, 1-7-85; Ord. No. 85-4676, § 11, 12-23-85; Ord. No. 92-4907, § 1, 8-3-92; Ord. No. 03-5259, § 19, 10-27-03; Ord. No. 10-5501, § 1, 1-11-10)

DIVISION 3. IMPOUNDMENT

Sec. 4-446. Animal control officer.

The animal control officers shall be employees of the city, designated by the city administrator to act as such animal control officers, and they shall receive no pay other than their regular pay while working in the function as city employees.

(Code 1967, § 8.08.170; Ord. No. 85-4616, 1-7-85; Ord. No. 09-5489, § 1, 4-13-09)

Editor's note: Ord. No. 09-5489, § 1, adopted April 13, 2009, changed the title of section 4-446 from "Animal shelter and animal control officer" to "Animal control officer."

Sec. 4-450. Disposition of unclaimed animals.

Every dog or cat impounded shall be held for a period of not less than forty-eight (48) hours nor more than seventy-two (72) hours after such impounding and if not claimed by the owner the animal shall become the property of the City of Billings or its designated agent. ~~Yellowstone Valley Animal Shelter.~~

(Code 1967, § 8.08.200; Ord. No. 85-4616, 1-7-85; Ord. No. 09-5489, § 1, 4-13-09)

Sec. 4-454. Penalties.

Violations of sections ~~4-402~~, 4-403, 4-404, 4-406, 4-407, ~~4-408~~, 4-409, 4-437, and 4-438 are designated as municipal infractions and punishable by civil penalties as specified in section 18-1304. Violations of section 4-405, 4-405.1, 4-405.5 are designated as misdemeanors and punishable by criminal penalties as specified in B.M.C.C. Sec. 1-110(a). In addition the Court may place conditions on the person's custody of an animal that could include a prohibition of the custody of any animals.

(Ord. No. 10-5501, § 1, 1-11-10)

Section 2. Effective Date. This ordinance shall be effective .

Section 3. 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 day of , 2011.

PASSED, ADOPTED and APPROVED on second reading this day of , 2011.

CITY OF BILLINGS

By: _____
Thomas W. Hanel, Mayor

ATTEST:
By:
Cari Martin, City Clerk

Regular City Council Meeting

Date: 06/27/2011

TITLE: Preliminary Subsequent Minor Plat, Amended Lot 9-A, Block 1, Montana Sapphire Subdivision

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

On May 16, 2011, the Planning Division received an application for preliminary plat approval for Amended Lot 9-A, Block 1, Montana Sapphire Subdivision. The plat contains five lots on approximately 11 acres of land for commercial or industrial development. The proposed subdivision is located on the southwest corner of Shiloh Road and King Avenue West. The lot is currently vacant; a Volkswagen dealership is proposed for one of the new lots. The owner is Montana Sapphire, LLC and the subdivider is Rimrock II, LLC. The representing agent is Sanderson Stewart.

ALTERNATIVES ANALYZED

In accordance with state law, the City Council has 35 working days to act upon this subsequent minor preliminary plat; the 35 working day review period for the proposed plat ends on July 6, 2011. State and City subdivision regulations also require that preliminary plats be reviewed using specific criteria, as stated within this report. The City may not unreasonably restrict an owner's ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. Within the 35 day review period, the City Council is required to:

1. Approve;
2. Conditionally Approve; or
3. Deny the Preliminary Plat

FINANCIAL IMPACT

Should the City Council approve the preliminary plat, the subject property may further develop under private ownership, resulting in additional tax revenues.

BACKGROUND

General location: Southwest corner of King Avenue West and Shiloh Road.

Legal Description: Lot 9-A, Block 1, Montana Sapphire Subdivision

Owner/Subdivider: Montana Sapphire, LLC; Rimrock II, LLC

Engineer and Surveyor: Sanderson Stewart

Existing Zoning: Entryway Light Industrial (ELI) with South Shiloh Corridor Overlay District (SSCOD)

Existing land use: Vacant

Proposed land use: Commercial and/or industrial uses

Gross/net area: 11.04 acres

Proposed number of lots: 5

Lot size: Max: 3.94 acres

Min.: 1.17 acres

Parkland requirements: A parkland dedication is not required, as this is a commercial subdivision

STAKEHOLDERS

A public hearing is not scheduled for the City Council meeting; however nearby property owners may attend the City Council meeting. The Planning Division has received no public comments or questions regarding the proposed subdivision.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

Consistency with the Growth Policy, the Transportation Plan 2009 Update, and Heritage Trail Plan are discussed within the Findings of Fact.

RECOMMENDATION

Staff recommends conditional approval of the preliminary subsequent minor plat of Amended Lot 9-A, Block 1, Montana Sapphire Subdivision and adoption of the Findings of Fact as presented in the staff report to the City Council.

Recommended Conditions of Approval

Pursuant to Section 76-3-608(4), MCA, the following conditions are recommended to reasonably minimize potential adverse impacts identified within the Findings of Fact:

1. To ensure the provision of easements and minimize effects on public health and safety, the subdivider shall work with the City Engineering Division and the private utility companies to determine suitable locations for utility easements, if necessary. These easements shall be shown on the final plat.
2. To mitigate effects on local services, the one-foot no-access easement along the Montana Sapphire Drive frontage of Lot 9A-5 shall be reduced to 100 feet from the east property line on the final plat.
3. To mitigate effects on local services, Section III.E.3. of the Subdivision Improvements Agreement (SIA) which references the future access off Shiloh Road shall be amended to include the following: "This shall be an ingress driveway access only. Design details for the ingress and Shiloh Drain crossing shall be reviewed and approved separately by the City Engineer's Office. The Shiloh Drain can only be piped for this access and the culvert shall be steel or reinforced concrete."
4. To mitigate effects on local services, Section VI.A. of the SIA shall be amended to include the following: "A meter vault shall be placed on each water service within Lot 9A-5 and near the east property line if the water service is more than 250 feet from the curb valve to the proposed building locations. These meter vaults shall be installed at the time each lot is developed." Section VI.B. of the SIA shall be amended to include: "All five lots will be serviced by one sanitary sewer service line administered by a special service district as allowed under Article 13-900, BMCC."

5. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Engineering Departments to clarify the documents and bring them into the standard acceptable format.

6. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of City of Billings, and the laws and Administrative Rules of the State of Montana.

APPROVED BY CITY ADMINISTRATOR

Attachments

Preliminary Plat

Findings of Fact

Mayor's approval letter

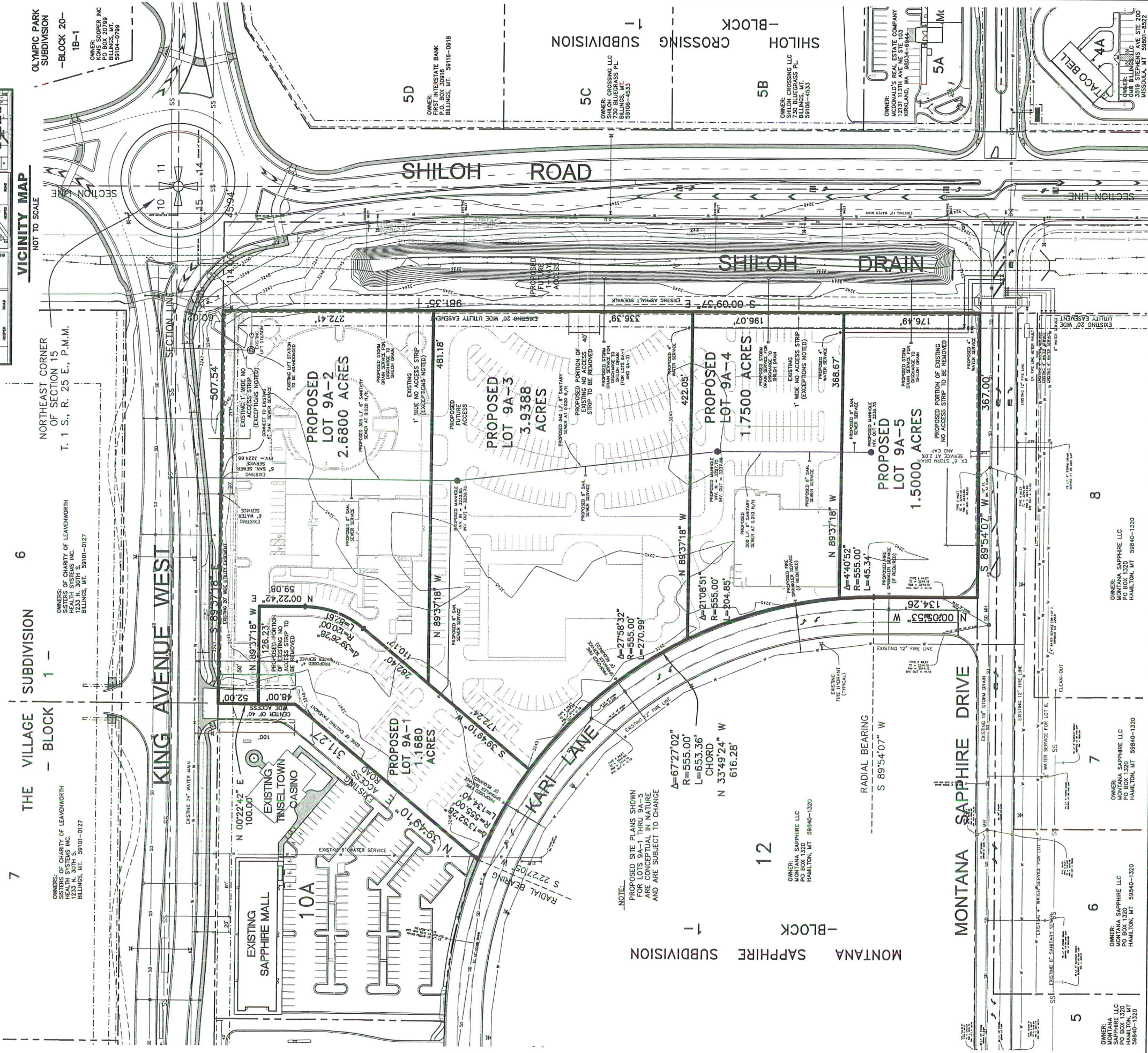
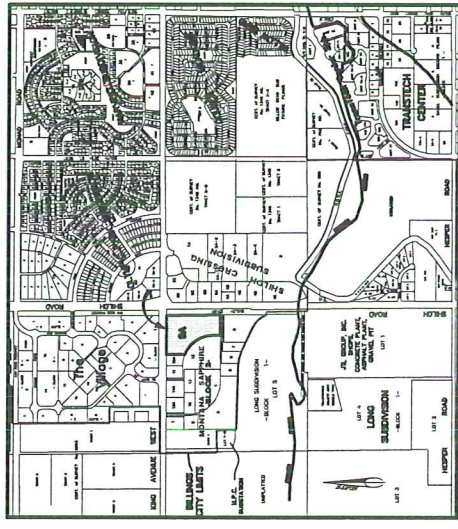
AMENDED PLAT OF LOT 9A, BLOCK 1,
MONTANA SAPPHIRE SUBDIVISION
SITUATED IN THE N.E. 1/4 OF SECTION 15, T.1S., R. 25 E., P.M.M.
BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : RIMROCK II, LLC
PREPARED BY : SANDERSON STEWART
SCALE : 1" = 60'

PLAT DATA

GROSS AREA	= 11.0369 ACRES	EXISTING ZONING	= ENTRYWAY LIGHT INDUSTRIAL & SOUTH SHILOH CORRIDOR OVERLAY DISTRICT
NET AREA	= 11.0369 ACRES		
NUMBER OF LOTS	= 5	SURROUNDING ZONING:	
MINIMUM LOT SIZE	= 1.1680 ACRES	NORTH	= PLANNED UNIT DEVELOPMENT
MAXIMUM LOT SIZE	= 3.9388 ACRES	SOUTH	= ENTRYWAY LIGHT INDUSTRIAL & SOUTH SHILOH CORRIDOR OVERLAY DISTRICT
LINEAL FEET OF STREETS	= 0	EAST	= CONTROLLED INDUSTRIAL & SOUTH SHILOH CORRIDOR OVERLAY DISTRICT
PARKLAND REQUIREMENT	= NA	WEST	= ENTRYWAY LIGHT INDUSTRIAL & SOUTH SHILOH CORRIDOR OVERLAY DISTRICT
PARKLAND DEDICATION	= NA		
EXISTING LAND USE	= VACANT/UNDEVELOPED		
PROPOSED LAND USE	= COMMERCIAL DEVELOPMENT		

MAY, 2011
BILLINGS, MONTANA



Findings of Fact – Montana Sapphire Sub. Amended Lot 9A, Block 1

Staff is forwarding the recommended Findings of Fact for Amended Lot 9-A, Block 1, Montana Sapphire Subdivision for review and approval by the City Council. These findings are based on the preliminary plat application and supplemental documents and address the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Billings Subdivision Regulations (Section 23-304(c), BMCC).

A. What are the effects on agriculture, local services, the natural environment, wildlife and wildlife habitat and public health, safety and welfare? [MCA 76-3-608 (3) (a) and (23-302(H)(2), BMCC)]

1. Effect on agriculture and agricultural water user facilities

The subject property was historically used for irrigated agricultural land but has been slated for commercial development since it was originally platted in 2002. With completion of the Shiloh Road corridor upgrades last year, this and surrounding properties are poised for further development and should not have an impact on agriculture production or activities in the area. The Shiloh Drain is located on the east side of the property within its own right-of-way. It will remain an open drain, and is owned by the City for storm water management. The subject property does not have water rights to other area ditches. Overall, there is no anticipated effect on irrigation facilities or agriculture in the area.

2. Effect on local services

- a. **Utilities** – Individual water services for the proposed subdivision shall come from the existing main located in King Avenue West for Lots 9A-1 and 9A-2, and the existing main at the intersection of Montana Sapphire Drive and Shiloh Road for Lots 9A-3, 9A-4, and 9A-5. Public Works- Engineering Division has requested that meter vaults be placed on each water service within Lot 9A-5 and near the east property line if the water service is more than 250 feet from the curb valve to the proposed building locations. This has been recommended as a condition of approval (**Condition #4**). Additionally, a private 12-inch fire line exists in Kari Lane and fire hydrants will be provided as requested by the Fire Department. Lot owners will be responsible for extension of water services, hydrants, and water meter vaults at the time of lot development.

Sewer services are to be provided from an existing 6-inch service from King Avenue West via a new private main administered by a special service district, as allowed under Article 13-900, BMCC. **Condition #4** recommends a note to clarify this arrangement in the final SIA.

Private utilities such as electric and gas are available to the lots upon development. MDU has asked for a specific easement to be placed on the final plat, and it is recommended that the utility companies to review the final easement placement (**Condition #1**).

- b. **Storm water** – Storm water management improvements will be evaluated at the time of lot development. All drainage improvements shall comply with the provisions of the 2011 City of Billings Storm Water Management Manual. A Storm water Pollution

Prevention Plan (SWPPP) will also be required at the time of lot development to mitigate any construction related storm water pollution.

- c. **Solid waste** - The City of Billings will provide solid waste collection and disposal. The City's landfill has adequate capacity for this waste.
- d. **Streets** – King Ave. West fronts the north side of the subject property, Shiloh Road fronts its east side, Montana Sapphire Drive fronts its south side, and Kari Lane fronts its west side. When this lot was originally platted, access to it was planned via a 40-foot wide driveway access off of King Ave. with a no-access restriction within 100 feet of King Ave. West, as well as access from the internal private drives Montana Sapphire Drive and Kari Lane. A one-foot no-access strip was platted along the Shiloh Road frontage as well within 300 feet of the Montana Sapphire Drive/Shiloh road intersection preventing further access from these areas. With this re-division the subdivider has requested a few changes to this original plan. First, in relation to the 40-foot wide access off of King Ave. West, the subdivider has requested to reduce the 100-foot no-access restriction to only 50 feet from King Ave. West to accommodate a shared driveway for Lots 9A-1 and 9A-2. City Engineering staff are agreeable to this reduction. Second, the subdivider has requested that the 300-foot access restriction along Montana Sapphire Drive from its intersection of Shiloh Road be removed entirely. City Engineering recommends that no-access restriction remain in this area for the first 100 feet of Montana Sapphire Drive from Shiloh Road in order to prevent traffic conflicts with the newly installed multi-use path along this corridor (**Condition #2**). Lastly, the subdivider has requested the approval of a 40-foot wide break in the no-access strip along Shiloh Road approximately at the mid-point of its frontage. This break would permit a future one-way ingress driveway from Shiloh Road to Lot 9A-3. Montana Department of Transportation (MDT) and City Engineering have reviewed this request and recommend its approval. City Engineering is requesting a note in the SIA regarding the design details of the future driveway construction (**Condition #3**).
- e. **Emergency services** - The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The nearest emergency services stations are located at Grand Avenue and 54th St. West (Station #7) and near South 24th St. and Monad (Station #5). The subdivision is located within the ambulance service area of American Medical Response. The Fire Department will review hydrant needs for new development at the time of building permit review.
- f. **Schools** –Schools will be minimally affected by this subdivision as it is a commercial subdivision.
- g. **Parks and Recreation** - A parkland dedication is not required, as this is a commercial subdivision.
- h. **Mail Delivery** - The United States Postal Service indicated that a centralized delivery site will be required. The location of any new mailbox units shall be reviewed and approved by the post office.

3. Effect on the natural environment

The proposed subdivision should have only minor effects on the natural environment, as there will be short term air and noise pollution associated with construction on the property. The subdivision is located on the corner of two arterial streets in a developed area of the City. Shiloh Drain is identified on draft West Billings Flood Study Area as a flood plain area, due to its low elevation. It will likely function as a storm water collection facility in the event of large storms. The subject property should not be affected, as it is outside of the flood plain.

4. Effect on wildlife and wildlife habitat

The proposed subdivision should not affect wildlife or habitat. There are no known endangered or threatened species on the property.

5. Effect on the public health, safety and welfare

The subdivision should not negatively affect public health or safety. The subject property is not within a mapped floodway or flood zone. There are no obvious threats to public health, safety or welfare.

B. Was an Environmental Assessment required? (76-3-210, MCA) (23-901, BMCC)

The proposed subdivision is exempt from the requirement for an Environmental Assessment pursuant to Section 76-3-210, MCA and 23-901, BMCC.

C. Does the subdivision conform to the Yellowstone County-City of Billings 2008 Growth Policy Update, the Urban Area Transportation Plan, 2009 Update, and the Heritage Trail Plan? (23-301, BMCC)

1. Yellowstone County-City of Billings 2008 Growth Policy Update

The proposed subdivision is consistent with the following goals of the Growth Policy:

- a. **Goal: Predictable land use decisions that are consistent with neighborhood character and preferred land use patterns identified in neighborhood plans. (p. 6).**
- b. **Goal: Contiguous development focused in and around existing population centers separated by open space (p. 6).**
- c. **Goal: Visually appealing rights-of-way that serve the needs of all modes of travel (p. 11).**

2. Urban Area Transportation Plan Update 2009

The proposed subdivision adheres to the goals and objectives of the 2009 Transportation Plan Update and preserves the street network and street hierarchy specified within the plan.

3. Heritage Trail Plan

The Heritage Trail Plan has identified a multi-use trail along the Shiloh Road corridor, and this trail was constructed in recent years with the upgrades to the road. There is also a multi-use trail along the north side of King Avenue West. No new improvements will be required with this subdivision to meet the Trail Plan recommendations.

D. Does the subdivision conform to the Montana Subdivision and Platting Act and to local subdivision regulations? [MCA 76-3-608 (3) (b) and (23-301, BMCC)]

The proposed subdivision, with the proposed conditions, satisfies the requirements of the Montana Subdivision and Platting Act and conforms to the design standards specified in the local subdivision regulations. The subdivider and the local government have complied with the subdivision review and approval procedures set forth in the local and state subdivision regulations.

E. Does the subdivision conform to sanitary requirements? [(23-408, BMCC)]

The property is served by the City of Billings' water, sewer and solid waste services.

F. Does the proposed subdivision conform to all requirements of the zoning in effect? [(23-402, BMCC)]

The subject property is located within the ELI and SSCOD zoning districts and complies with the standards set forth in Section 27-309, BMCC. New development will be further reviewed for compliance upon building permit submittal.

G. Does the proposed plat provide easements for the location and installation of any utilities? [MCA 76-3-608 (3) (c) and (23-410(A)(1), BMCC)]

All main lines for utilities are already in place so new development will just need to tap into the existing lines. In case the new service lines cross property boundaries, **Condition #1** requires the subdivider to work with the City Engineering Division and the private utility companies to provide acceptable utility easements on the plat if necessary.

H. Does the proposed plat provide legal and physical access to each parcel within the subdivision and notation of that access on the plat? [MCA 76-3-608 (3) (d) and (23-406, BMCC)]

Access to the subdivision shall be from King Avenue West, Montana Sapphire Drive and possibly Shiloh Road if the proposed one-way access from Shiloh is constructed. All internal shared driveways are covered under existing reciprocal access easements filed with the original plat.

CONCLUSIONS OF FINDING OF FACT

- The preliminary plat of Amended Lot 9-A, Block 1, Montana Sapphire Subdivision, does not create any adverse impacts that warrant denial of the subdivision.

- The proposed subdivision conforms to several goals and policies of the 2008 Growth Policy and does not conflict with the 2009 Transportation Plan Update or the Heritage Trail Plan.
- The proposed subdivision complies with state and local subdivision regulations, local zoning, and sanitary requirements and provides legal and physical access to each lot.
- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

Approved by the Billings City Council, June 27, 2011.

Thomas W. Hanel, Mayor

Mayor's Approval Letter

June 28, 2011

Rimrock II, LLC
3045 King Avenue West
Billings, MT 59102

Montana Sapphire, LLC
P.O. Box 1320
Hamilton, MT 59840

Dear Applicants:

On June 27, 2011, the Billings City Council conditionally approved the preliminary plat of Amended Lot 9-A, Block 1, Montana Sapphire Subdivision, subject to the following conditions of approval:

1. To ensure the provision of easements and minimize effects on public health and safety, the subdivider shall work with the City Engineering Division and the private utility companies to determine suitable locations for utility easements, if necessary. These easements shall be shown on the final plat.
2. To mitigate effects on local services, the one-foot no-access easement along the Montana Sapphire Drive frontage of Lot 9A-5 shall be reduced to 100 feet from the east property line on the final plat.
3. To mitigate effects on local services, Section III.E.3. of the Subdivision Improvements Agreement (SIA) which references the future access off Shiloh Road shall be amended to include the following: "This shall be an ingress driveway access only. Design details for the ingress and Shiloh Drain crossing shall be reviewed and approved separately by the City Engineer's Office. The Shiloh Drain can only be piped for this access and the culvert shall be steel or reinforced concrete."
4. To mitigate effects on local services, Section VI.A. of the SIA shall be amended to include the following: "A meter vault shall be placed on each water service within Lot 9A-5 and near the east property line if the water service is more than 250 feet from the curb valve to the proposed building locations. These meter values shall be installed at the time each lot is developed." Section VI.B. of the SIA shall be amended to include: "All five lots will be service by one sanitary sewer service line administered by a special service district as allowed under Article 13-900, BMCC."
5. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Engineering Departments to clarify the documents and bring them into the standard acceptable format.

6. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of City of Billings, and the laws and Administrative Rules of the State of Montana.

Should you have questions please contact the Juliet Spalding at (406)247-8684 or by email at spaldingj@ci.billings.mt.us .

Sincerely,

Thomas W. Hanel, Mayor

Pc: Pat Davies, PE, Sanderson Stewart

Regular City Council Meeting

Date: 06/27/2011

TITLE: Cancellation of Checks and Warrants

PRESENTED BY: Patrick M Weber

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Finance annually reviews outstanding warrants and checks. Under state law MCA 7-6-4303, City Council has the authority to cancel municipal warrants and checks that have remained outstanding or unpaid for a period of one year or longer.

ALTERNATIVES ANALYZED

The Council may: Approve the cancellation of checks and warrants, or not approve the cancellation.

FINANCIAL IMPACT

The \$5,223.17 of cancelled warrants and checks will be reverted back to affected funds. Employees and vendors were notified and given the opportunity to pay the stop payment fee and have the check reissued. The final cancellations may not exactly match the attachment because payees are still responding and checks that are reissued will not be canceled.

RECOMMENDATION

Staff recommends that Council authorize the cancellation of said warrants and checks and receivable balances.

APPROVED BY CITY ADMINISTRATOR

Attachments

Void Warrants/Checks

VOIDED CHECKS TO COUNCIL- JUNE 2011
PAYROLL Checks Outstanding Thru 4-30-10

<u>Number</u>	<u>Date</u>	<u>Name</u>	<u>Amount</u>
327825	8/14/2009	Wolf, Shaun S.	\$ 24.24
327864	8/14/2009	Waddingham, Vavi J.	\$ 9.11
330747	2/26/2010	Carnicom, Lisa M.	\$ 23.09
331151	3/26/2010	Weston, Sean A.	\$ 32.03
331349	3/26/2010	Mares, Tim R.	\$ 0.31
SUBTOTAL			\$ 88.78

VOIDED CHECKS TO COUNCIL- JUNE 2011
FLEX Checks Outstanding Thru 4-30-10

<u>Number</u>	<u>Date</u>	<u>Name</u>	<u>Amount</u>
59393	5/29/2009	Dobbs, Scott	\$ 2.36
59499	6/8/2009	Weagel, Dwile	\$ 3.27
59785	6/26/2009	Robson, Gene	\$ 4.40
59883	7/6/2009	Weagel, Dwile	\$ 2.20
60108	7/17/2009	Dobbs, Scott	\$ 5.00
60178	7/24/2009	Conti, Christine	\$ 102.46
60675	9/9/2009	Sjolseth, Dean	\$ 8.08
60680	9/9/2009	Weagel, Dwile	\$ 4.13
60972	10/12/2009	Collings, Karen	\$ 16.06
61346	11/20/2009	Gavin, Benny	\$ 10.00
61372	11/25/2009	Kuntz, Dellon	\$ 4.00
61613	12/28/2009	Kuntz, Dellon	\$ 7.59
61634	1/4/2010	Kuntz, Dellon	\$ 8.00
62931	3/5/2010	Gavin, Benny	\$ 4.00
63237	3/17/2010	Thomson, Kory	\$ 20.56
63280	3/17/2010	Cagle, Harley	\$ 9.00
63899	4/19/2010	Kuntz, Dellon	\$ 34.36
64156	4/30/2010	Robson, Gene	\$ 7.50
SUBTOTAL			\$ 252.97

VOIDED CHECKS TO COUNCIL- JUNE 2011
HEALTH Checks Outstanding Thru 4-30-10

<u>Number</u>	<u>Date</u>	<u>Name</u>	<u>Amount</u>
217438	5/5/2009	Mills, Garrett H.	21.55
218549	6/2/2009	Michael P. Wheeler DDS	108.23
219096	6/23/2009	Brewington, Ralph	19.00
219323	6/30/2009	Kroft, Michael A.	1.06
220041	7/21/2009	Guy, Michael	7.65
220248	7/28/2009	Barbeau, Eric P.	17.39
220774	8/11/2009	Chiropractic First of Blgs	40.00
221238	8/25/2009	Barbeau, Eric P.	18.91
221239	8/25/2009	Barbeau, Eric P.	16.99

221457	9/1/2009	Lustig, Kent J.	0.69
222798	10/13/2009	Barbeau, Eric P.	17.99
222802	10/13/2009	Moore, Ryan L.	5.55
222806	10/13/2009	Smith, Bradley W.	42.92
223319	10/27/2009	Barbeau, Eric P.	18.91
223537	11/3/2009	Hink, Alfred M.	20.00
224077	11/17/2009	Smith, Bradley W.	25.26
224833	12/8/2009	Volek, Christina F.	8.87
225866	1/5/2010	Frisbie, Ronald G.	4.00
226141	1/12/2010	Koffler, Douglas J.	15.40
226153	1/12/2010	Volek, Christina F.	8.87
227404	2/23/2010	Tanner, Jeff G.	51.66
228341	3/30/2010	Gerber, Jordan	20.00
228807	4/13/2010	Cline, Harley	19.66
228809	4/13/2010	Harper, Robert D.	2.45
229001	4/20/2010	St. Vincent Occup Health	23.05

SUBTOTAL	536.06
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VOIDED CHECKS TO COUNCIL- JUNE 2011
ACCOUNTS PAYABLE Checks Outstanding Thru 4-30-10

Number	Date	Name	Amount
720383	5/15/2009	LOIS M STRUM	12.00
720806	5/29/2009	FLYNN STACEE	2.00
720925	5/29/2009	SHANE ROGERS	12.00
721618	6/19/2009	TRAVIS MCDOWALL	24.00
721977	7/13/2009	BERTRAND, STEVEN	5.00
722228	7/13/2009	ROBERT REPLOGLE	35.00
722585	7/24/2009	CANDICE SCHEAR	12.00
722675	7/24/2009	MICHAEL C WILEY	12.00
723276	8/7/2009	17TH STREET STATION	16.24
723815	8/28/2009	KATHLEEN HANDLEY	5.00
723964	9/4/2009	ANITA HARTMAN	12.00
723999	9/4/2009	DEVREIS, CHAD LOGAN	5.00
725153	10/9/2009	HOFFMAN, OWEN	5.00
725496	10/19/2009	RONALD R SANNES	12.00
725519	10/19/2009	THAD R LARSON	25.00
725959	10/30/2009	MANGUM,LUCAS	5.00
726850	11/20/2009	WILLIAM MERRILL	43.00
727128	11/30/2009	SMITH, VIOLETA	5.00
727262	12/7/2009	LONGEN, JAN	5.53
727510	12/11/2009	KEYGAN, CHRIS R.	5.00
727595	12/11/2009	SAMANTHA MOURICH	12.00
727827	12/18/2009	REEVES, DAVID & SARAH	18.71
727830	12/18/2009	REID, JANET	5.00
728509	1/15/2010	ALEESHA M CHANEY	12.00
729081	1/29/2010	SEYKORA, JAMES E.	5.00
729665	2/19/2010	PHEASANT RUN CONDO ASSOCIATION	154.85

729898	2/26/2010 TASTE OF INDIA	25.00
729947	3/5/2010 ALDO ROWE	5.00
730267	3/12/2010 MCMAHON, JOHN	205.44
730643	3/25/2010 KARI L DVORAK	15.54
730697	3/26/2010 BETTY L FURGASON	12.00
730904	3/26/2010 SHELLEY R RUFF	25.00
731515	4/16/2010 RON EGELAND	5.00
731710	4/23/2010 TAYLOR, RUSSELL	5.00

SUBTOTAL

763.31

TOTAL

1,641.12

Regular City Council Meeting

Date: 06/27/2011

TITLE: Payment of Claims May 27, 2011.

PRESENTED BY: Pat M. Weber, Financial Services Manager

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$1,567,918.74 have been audited and are presented for your approval for payment. A complete listing of the claims dated May 27, 2011, is available in the Finance Department.

ALTERNATIVES ANALYZED

The Council may:

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

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends that Council approve Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

List of claims greater than \$2500.

PROGRAM: GM350L

MINIMUM AMOUNT: 2,500.00

CITY OF BILLINGS

FROM 05/27/2011 TO 05/27/2011

BANK CODE

00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
05/27/2011	744869	ACE ELECTRIC INC	40			119,367.78	
202-1503-466.79-73	05/25/2011	WO0925 DWN TWN SIGNAL IMP	24913	276288	11/2011	119,367.78	
05/27/2011	744876	AMERICAN TITLE & ESCROW	159			20,065.00	
296-6555-463.72-75	05/25/2011	ARNOLD, K 1603 WYOMING	ARNOLD, KENDRA	284296	11/2011	20,065.00	
05/27/2011	744883	ARCUS CORPORATION	21610			6,514.81	
412-7155-713.94-90	05/18/2011	MISC SERVICES	13040	282460	11/2011	6,514.81	
05/27/2011	744895	BILLINGS BENCH WATER ASSN	404			49,500.00	
840-3184-431.93-10	05/25/2011	WO1198 BBWA CULVERT	20200	284300	11/2011	49,500.00	
05/27/2011	744905	BUSINESS TAX SECTION	2449			6,456.71	
845-0000-201.10-00	05/24/2011	RETAINAGE RELEASE	RET RELEASE	276943	11/2011	5.00	
210-0000-201.10-00	05/25/2011	RETAINAGE RELEASE	RET RELEASE	274411	11/2011	109.53	
416-7493-603.92-20	05/25/2011	WO0426 ZONE 4 RESERVOIR	9	267953	11/2011	1,543.71	
421-8493-623.93-40	05/25/2011	WO0822 WWTP DISINFECTION	12	272597	11/2011	1,182.93	
210-5151-452.93-90	05/25/2011	WO0307 ALKALI CREEK TRL	FUND CORRECTION	274414	11/2011	76.78-	
210-5151-452.93-90	05/25/2011	WO0307 ALKALI CREEK TRL	FUND CORRECTION	274414	11/2011	76.78	
490-5161-452.93-70	05/25/2011	WO0307 ALKALI CREEK TRL	FUND CORRECTION	274414	11/2011	1.85-	
490-5161-452.93-70	05/25/2011	WO0307 ALKALI CREEK TRL	FUND CORRECTION	274414	11/2011	1.85	
210-5151-452.93-90	05/25/2011	WO0307 ALKALI CREEK TRL	6	274414	11/2011	66.65	
513-8591-625.93-40	05/25/2011	WO0307 ALKALI CREEK TRL	6	274414	11/2011	80.21	
202-1503-466.79-73	05/25/2011	WO0925 DWN TWN SIGNAL IMP	24913	276289	11/2011	1,205.74	
205-3131-433.93-90	05/25/2011	WO1003 2010 STREET MAIN	CO#1	278833	11/2011	28.31-	
205-3131-433.93-90	05/25/2011	WO1003 2010 STREET MAIN	CO#1	278833	11/2011	28.31	
544-3123-435.93-90	05/25/2011	WO0827 LANDFILL PHASE 2	2	282182	11/2011	2,262.94	
05/27/2011	744909	CB & I INC	20708			152,827.54	
416-7493-603.92-20	05/25/2011	WO0426 ZONE 4 RESERVOIR	CORRECTION	267952	11/2011	154,371.25-	
416-7493-603.92-20	05/25/2011	WO0426 ZONE 4 RESERVOIR	9	267952	11/2011	154,371.25	
416-7493-603.92-20	05/25/2011	WO0426 ZONE 4 RESERVOIR	9	267952	11/2011	152,827.54	
05/27/2011	744913	CMG CONSTRUCTION, INC.	17342			10,843.14	
210-5151-452.93-90	11/16/2010	WO0307 ALKALI CREEK TRL	FUND CORRECTION	274408	05/2011	9,900.00	
210-5151-452.93-90	11/16/2010	WO0307 ALKALI CREEK TRL	FUND CORRECTION	274408	05/2011	9,900.00-	
210-0000-201.10-00	05/25/2011	RETAINAGE RELEASE	RET RELEASE	274408	11/2011	10,843.14	
05/27/2011	744915	COP CONSTRUCTION CO	865			224,031.33	
544-3123-435.93-90	05/25/2011	WO0827 LANDFILL PHASE 2	2	282181	11/2011	224,031.33	
05/27/2011	744922	DELL MARKETING LP	16237			9,208.16	
512-8400-623.29-25	05/18/2011	MISC SERVICES	XF9NW67D8	281706	11/2011	9,208.16	
05/27/2011	744925	DIAL PRO NORTHWEST INC	15887			4,992.00	
606-1931-484.34-50	05/26/2011	MISC SERVICES	13186	284104	11/2011	4,992.00	
05/27/2011	744936	FIRST INTERSTATE BANK	1303			57,960.00	
723-6595-465.62-00	05/26/2011	MISC SERVICES	1100216095	284359	11/2011	57,960.00	

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CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
05/27/2011	744938	FOUR BEERS INC	20892			14,539.19	
210-5151-452.93-90	05/25/2011	WO0307 ALKALI CREEK TRL	FUND CORRECTION	274413	11/2011	7,600.72-	
210-5151-452.93-90	05/25/2011	WO0307 ALKALI CREEK TRL	FUND CORRECTION	274413	11/2011	7,600.72	
490-5161-452.93-70	05/25/2011	WO0307 ALKALI CREEK TRL	FUND CORRECTION	274413	11/2011	183.40-	
490-5161-452.93-70	05/25/2011	WO0307 ALKALI CREEK TRL	FUND CORRECTION	274413	11/2011	183.40	
210-5151-452.93-90	05/25/2011	WO0307 ALKALI CREEK TRL	6	274413	11/2011	6,598.79	
513-8591-625.93-40	05/25/2011	WO0307 ALKALI CREEK TRL	6	274413	11/2011	7,940.40	
05/27/2011	744939	GALLAGHER BENEFIT SERVICES INC	15815			14,466.67	
627-1752-417.35-60	05/20/2011	MISC SERVICES	6465	284219	11/2011	10,741.67	
627-1752-417.35-60	05/20/2011	MISC SERVICES	6544	284219	11/2011	3,725.00	
05/27/2011	744942	GOLDEN ENGINEERING	9781			5,446.00	
258-2128-421.21-20	05/24/2011	MISC SERVICES	4164	282452	11/2011	5,446.00	
05/27/2011	744949	HDR INC	1544			32,126.17	
502-7211-601.35-40	05/25/2011	DRINKING WATER SOURCE	283624-H	258046	11/2011	22,364.55	
845-3186-431.93-10	05/25/2011	WO0915 GRAND -ZIM TO SHIL	292411-H	270652	11/2011	9,538.01	
845-3186-431.93-10	05/25/2011	WO0914 WICKS & ST ANDREWS	292412-H	276249	11/2011	223.61	
05/27/2011	744959	INGRAM BOOK COMPANY	1820			6,281.76	
260-5519-455.32-26	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58576546	282946	11/2011	9.00	
260-5519-455.32-41	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58576547	282946	11/2011	12.97	
260-5519-455.32-26	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58576548	282946	11/2011	95.05	
260-5519-455.32-26	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58576549	282946	11/2011	18.57	
260-5519-455.32-26	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58576550	282946	11/2011	14.75	
260-5519-455.32-26	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58576551	282946	11/2011	23.12	
260-5519-455.32-23	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58576552	282946	11/2011	16.47	
260-5519-455.32-26	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58576552	282946	11/2011	169.08	
260-5519-455.32-26	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58576553	282946	11/2011	14.75	
260-5519-455.33-33	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58576553	282946	11/2011	192.56	
260-5519-455.33-34	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58576553	282946	11/2011	13.74	
260-5519-455.32-26	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58576554	282946	11/2011	67.17	
260-5519-455.33-82	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58576554	282946	11/2011	23.98	
260-5519-455.32-26	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58576555	282946	11/2011	14.16	
260-5519-455.32-42	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58576556	282946	11/2011	49.45	
260-5519-455.32-41	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58576557	282946	11/2011	311.49	
260-5519-455.32-42	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58576557	282946	11/2011	69.79	
260-5519-455.32-26	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58576558	282946	11/2011	22.56	
260-5519-455.32-26	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58576559	282946	11/2011	14.72	
260-5519-455.33-83	05/21/2011	PUBLICATIONS/AUDIOVISUAL	585768560	282946	11/2011	83.70	
260-5519-455.32-42	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58583413	282946	11/2011	49.47	
260-5519-455.32-23	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58583414	282946	11/2011	70.80	
260-5519-455.32-26	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58583414	282946	11/2011	7.77	
260-5519-455.32-26	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58583415	282946	11/2011	26.95	
260-5519-455.32-42	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58583416	282946	11/2011	62.72	
260-5519-455.32-23	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58590802	282946	11/2011	43.99	
260-5519-455.32-26	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58590802	282946	11/2011	430.20	
260-5519-455.79-30	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58590802	282946	11/2011	74.38	

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN	AMOUNT	
260-5519-455.32-26	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58590803	282946	11/2011		66.04	
260-5519-455.32-26	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58590804	282946	11/2011		29.71	
260-5519-455.32-42	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58590805	282946	11/2011		73.68	
260-5519-455.32-26	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58590806	282946	11/2011		15.34	
260-5519-455.32-26	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58590807	282946	11/2011		54.40	
260-5519-455.32-26	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58590808	282946	11/2011		53.80	
260-5519-455.32-26	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58590809	282946	11/2011		14.16	
260-5519-455.33-33	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58590809	282946	11/2011		36.54	
260-5519-455.32-26	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58590810	282946	11/2011		36.53	
260-5519-455.33-82	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58590810	282946	11/2011		17.10	
260-5519-455.32-42	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58590811	282946	11/2011		68.70	
260-5519-455.32-41	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58590812	282946	11/2011		71.98	
260-5519-455.32-23	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58590813	282946	11/2011		17.60	
260-5519-455.32-26	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58590813	282946	11/2011		137.30	
260-5519-455.32-26	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58622497	282946	11/2011		30.05	
260-5519-455.32-26	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58622498	282946	11/2011		32.98	
260-5519-455.32-26	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58622499	282946	11/2011		30.67	
260-5519-455.32-26	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58622500	282946	11/2011		14.13	
260-5519-455.33-33	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58622501	282946	11/2011		8.84	
260-5519-455.32-26	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58622502	282946	11/2011		80.76	
260-5519-455.33-82	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58622502	282946	11/2011		31.19	
260-5519-455.32-26	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58622503	282946	11/2011		15.34	
260-5519-455.32-26	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58622504	282946	11/2011		8.99	
260-5519-455.32-26	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58632438	282946	11/2011		48.85	
260-5519-455.32-42	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58632439	282946	11/2011		69.25	
260-5519-455.32-55	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58672920	282946	11/2011		1,106.49	
260-5519-455.32-27	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58672921	282946	11/2011		8.97	
260-5519-455.32-26	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58672922	282946	11/2011		8.97	
260-5519-455.32-26	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58672923	282946	11/2011		9.58	
260-5519-455.32-26	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58672924	282946	11/2011		21.89	
260-5519-455.32-55	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58672924	282946	11/2011		11.20	
260-5519-455.33-82	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58672924	282946	11/2011		19.44	
260-5519-455.32-42	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58672925	282946	11/2011		13.74	
260-5519-455.32-23	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58672926	282946	11/2011		13.74	
260-5519-455.32-23	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58696565	282946	11/2011		11.97	
260-5519-455.32-42	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58696566	282946	11/2011		20.99	
260-5515-455.22-80	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58696567	282946	11/2011		41.90	
260-5519-455.32-55	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58696568	282946	11/2011		28.26	
260-5519-455.32-23	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58696569	282946	11/2011		36.83	
260-5519-455.32-27	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58696569	282946	11/2011		51.58	
260-5519-455.79-30	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58696569	282946	11/2011		1,476.46	
260-5519-455.32-26	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58696570	282946	11/2011		32.98	
260-5519-455.32-26	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58696571	282946	11/2011		14.75	
260-5519-455.32-26	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58696572	282946	11/2011		15.31	
260-5519-455.33-33	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58696572	282946	11/2011		9.41	
260-5519-455.32-26	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58696573	282946	11/2011		33.92	
260-5519-455.33-82	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58696573	282946	11/2011		15.60	
260-5519-455.32-41	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58696574	282946	11/2011		33.99	
260-5519-455.32-55	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58706837	282946	11/2011		166.31	
260-5519-455.33-82	05/21/2011	PUBLICATIONS/AUDIOVISUAL	58706838	282946	11/2011		10.19	

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
05/27/2011	744976	LSC	7725				6,634.53
571-7141-713.73-35	05/19/2011	MISC SERVICES	44294	280183	11/2011		6,634.53
05/27/2011	744992	MIDWEST TAPE	13470				3,331.88
260-5519-455.32-26	05/21/2011	INVOICE 2510645	CUST 59101 5/11	F12869	11/2011		19.99
260-5519-455.33-36	05/21/2011	INVOICE 2510646	CUST 59101 5/11	F12869	11/2011		37.57
260-5519-455.32-25	05/21/2011	INVOICE 2510647	CUST 59101 5/11	F12869	11/2011		251.91
260-5519-455.32-23	05/21/2011	INVOICE 2510648	CUST 59101 5/11	F12869	11/2011		149.89
260-5519-455.33-36	05/21/2011	INVOICE 2516977	CUST 59101 5/11	F12869	11/2011		204.06
260-5519-455.32-25	05/21/2011	INVOICE 2516978	CUST 59101 5/11	F12869	11/2011		144.73
260-5519-455.32-23	05/21/2011	INVOICE 2516979	CUST 59101 5/11	F12869	11/2011		12.99
260-5519-455.33-36	05/21/2011	INVOICE 2492564	CUST 59101 5/11	F12869	11/2011		15.99
260-5519-455.33-36	05/21/2011	INVOICE 2492565	CUST 59101 5/11	F12869	11/2011		481.52
260-5519-455.32-44	05/21/2011	INVOICE 2492566	CUST 59101 5/11	F12869	11/2011		57.56
260-5519-455.32-27	05/21/2011	INVOICE 2499229	CUST 59101 5/11	F12869	11/2011		7.99
260-5519-455.33-36	05/21/2011	INVOICE 2499230	CUST 59101 5/11	F12869	11/2011		766.66
260-5519-455.33-36	05/21/2011	INVOICE 2505216	CUST 59101 5/11	F12869	11/2011		85.53
260-5519-455.32-25	05/21/2011	INVOICE 2505217	CUST 59101 5/11	F12869	11/2011		956.79
260-5519-455.32-23	05/21/2011	INVOICE 2505218	CUST 59101 5/11	F12869	11/2011		138.70
05/27/2011	744996	MONTANA DAKOTA UTILITIES CO	2492				23,398.02
561-7117-711.34-40	05/23/2011	073869 28	052311	F12876	11/2011		39.05
561-7117-711.34-40	05/23/2011	073858 25	052311	F12876	11/2011		200.04
502-7400-603.34-40	05/26/2011	PUD	07162021		11/2011		31.48
502-7400-603.34-40	05/26/2011	PUD	07342023		11/2011		22.05
502-7400-603.34-40	05/26/2011	PUD	07365822 50%		11/2011		8.95
502-7400-603.34-40	05/26/2011	PUD	07365822 50%		11/2011		8.95
561-7113-711.34-40	05/26/2011	AIRPORT	07385922		11/2011		909.52
561-7112-711.34-40	05/26/2011	AIRPORT	07387221		11/2011		6,071.30
561-7117-711.34-40	05/26/2011	AIRPORT	07388722		11/2011		861.09
561-7117-711.34-40	05/26/2011	AIRPORT	07388824		11/2011		10.40
512-8400-623.34-40	05/26/2011	PUD	07555321 25%		11/2011		2,179.74
512-8400-623.34-40	05/26/2011	PUD	07555321 50%		11/2011		4,359.47
512-8400-623.34-40	05/26/2011	PUD	07555321 25%		11/2011		2,179.74
10-5127-451.34-40	05/26/2011	REC	07586821		11/2011		145.07
650-1567-487.34-40	05/26/2011	FACILITIES	07610421		11/2011		1,815.85
260-5512-455.34-40	05/26/2011	LIBRARY	07617521		11/2011		59.73
521-1595-493.34-40	05/26/2011	PARKING 2906 N 3RD AVE	07624629		11/2011		68.51
521-1595-493.34-40	05/26/2011	PARKING 2910 N 3RD AVE	07624725		11/2011		31.58
521-1595-493.34-40	05/26/2011	PARK 1 LEASE	07624823		11/2011		33.64
571-7143-713.34-40	05/26/2011	TRANSIT	07647023		11/2011		966.79
150-2221-422.34-40	05/26/2011	FIRE	07676421		11/2011		486.90
150-2171-441.34-40	05/26/2011	ANIMAL SHELTER	32062801		11/2011		484.86
512-8500-625.34-40	05/26/2011	PUD	32739201		11/2011		23.41
512-8500-625.34-40	05/26/2011	PUD LIFT STATION	33154101		11/2011		34.33
521-1592-493.34-40	05/26/2011	PARK II	34941902		11/2011		13.14
512-8500-625.34-40	05/26/2011	PUD	35059801		11/2011		23.41
150-2221-422.34-40	05/26/2011	FIRE STATION #7	35322001		11/2011		221.40
660-3110-431.34-40	05/26/2011	2224 MONTANA AVE	37667401 45%		11/2011		77.28

PROGRAM: GM350L

MINIMUM AMOUNT: 2,500.00

CITY OF BILLINGS

FROM 05/27/2011 TO 05/27/2011

BANK CODE

00

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670-3141-489.34-40	05/26/2011	2224 MONTANA AVE	37667401 55*		11/2011	94.47	
10-5112-452.34-10	05/26/2011	VETRANS PARK	37741801		11/2011	15.83	
561-7113-711.34-40	05/26/2011		31454301		11/2011	575.22	
561-7113-711.34-40	05/26/2011		31454401		11/2011	73.16	
561-7113-711.34-40	05/26/2011		31454601		11/2011	337.87	
561-7113-711.34-40	05/26/2011		31454701		11/2011	443.62	
561-7113-711.34-40	05/26/2011		31454801		11/2011	251.19	
561-7113-711.34-40	05/26/2011		31454902		11/2011	238.98	
05/27/2011 744999		MORRISON MAIERLE INC	2572			15,953.44	
503-7591-609.93-40	05/25/2011	WO1001 WATER/SEWER REPLAC	110517	268044	11/2011	1,137.32	
513-8591-625.93-40	05/25/2011	WO1001 WATER/SEWER REPLAC	110517	268044	11/2011	487.43	
503-7591-609.93-40	05/25/2011	WO1105 CHAPPLE WATER MAIN	110518	279882	11/2011	14,328.69	
05/27/2011 745006		NEXTX COMMUNICATIONS INC	20952			7,352.50	
260-5518-455.35-90	05/21/2011	INVOICE 926 WEB FILTER CO	926,927,928	F12864	11/2011	2,592.50	
260-5518-455.35-90	05/21/2011	INVOICE 927 WEB FILTER CO	926,927,928	F12864	11/2011	2,550.00	
260-5518-455.35-90	05/21/2011	INVOICE 928 PC RES. & WIR	926,927,928	F12864	11/2011	2,210.00	
05/27/2011 745011		NORTHWESTERN ENERGY	15771			21,522.75	
660-3110-431.34-10	05/25/2011	ELECTRICITY	17413147	284287	11/2011	337.02	
670-3141-489.34-10	05/25/2011	ELECTRICITY	17413147	284287	11/2011	505.52	
650-1567-487.34-10	05/26/2011	FACILITIES MANAGEMENT	01005073		11/2011	7,566.57	
150-2221-422.34-10	05/26/2011	NW FIRE	07125370		11/2011	609.82	
10-5122-451.34-10	05/26/2011	NW PARK/REC/PL	07126832		11/2011	90.98	
571-7148-713.34-10	05/26/2011	NW AVIATION/TRAN	07127640		11/2011	22.85	
561-7117-711.34-10	05/26/2011	NW AVIATION/TRAN	07127921		11/2011	403.00	
561-7117-711.34-10	05/26/2011	NW AVIATION/TRAN	07127996		11/2011	14.74	
561-7117-711.34-10	05/26/2011	NW AVIATION/TRAN	07128002		11/2011	1,134.85	
561-7113-711.34-10	05/26/2011	NW AVIATION/TRAN	07128093		11/2011	7.10	
561-7117-711.34-10	05/26/2011	NW AVIATION/TRAN	07128176		11/2011	198.04	
561-7113-711.34-10	05/26/2011	NW AVIATION/TRAN	07196165		11/2011	57.01	
521-1595-493.34-10	05/26/2011	NW FINANCE	07208291		11/2011	354.85	
521-1592-493.34-10	05/26/2011	NW FINANCE	07208341		11/2011	3,991.64	
150-2221-422.34-10	05/26/2011	NW FIRE	07208408		11/2011	263.45	
607-2235-486.34-10	05/26/2011	NW FIRE	07215809		11/2011	248.89	
10-5112-452.34-10	05/26/2011	NW PARK/REC/PL	07222375		11/2011	12.31	
10-5112-452.34-10	05/26/2011	NW PARK/REC/PL	07222474		11/2011	7.10	
10-5112-452.34-10	05/26/2011	NW PARK/REC/PL	07222516		11/2011	122.40	
10-5112-452.34-10	05/26/2011	NW PARK/REC/PL	07222540		11/2011	51.90	
10-5112-452.34-10	05/26/2011	NW PARK/REC/PL	07222557		11/2011	88.59	
10-5112-452.34-10	05/26/2011	NW PARK/REC/PL	07222573		11/2011	141.03	
10-5112-452.34-10	05/26/2011	NW PARK/REC/PL	07222607		11/2011	152.87	
10-5112-452.34-10	05/26/2011	NW PARK/REC/PL	07222615		11/2011	51.90	
10-5112-452.34-10	05/26/2011	NW PARK/REC/PL	07222623		11/2011	51.90	
10-5112-452.34-10	05/26/2011	NW PARK/REC/PL	07222631		11/2011	51.90	
10-5112-452.34-10	05/26/2011	NW PARK/REC/PL	07222656		11/2011	51.90	
10-5112-452.34-10	05/26/2011	NW PARK/REC/PL	07222664		11/2011	12.09	
10-5112-452.34-10	05/26/2011	NW PARK/REC/PL	07222680		11/2011	51.90	
10-5112-452.34-10	05/26/2011	NW PARK/REC/PL	07222698		11/2011	7.51	

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
10-5112-452.34-10	05/26/2011	NW PARK/REC/PL	07222854		11/2011	51.90
10-5112-452.34-10	05/26/2011	NW PARK/REC/PL	07222920		11/2011	11.36
10-5112-452.34-10	05/26/2011	NW PARK/REC/PL	07222938		11/2011	30.99
10-5112-452.34-10	05/26/2011	NW PARK/REC/PL	07229057		11/2011	7.64
10-5112-452.34-10	05/26/2011	NW PARK/REC/PL	07229339		11/2011	8.48
10-5112-452.34-10	05/26/2011	NW PARK/REC/PL	07230279		11/2011	122.40
10-5112-452.34-10	05/26/2011	NW PARK/REC/PL	07230352		11/2011	98.58
10-5112-452.34-10	05/26/2011	NW PARK/REC/PL	07230360		11/2011	8.69
10-5112-452.34-10	05/26/2011	NW PARK/REC/PL	07230378		11/2011	169.82
10-5112-452.34-10	05/26/2011	NW PARK/REC/PL	07230386		11/2011	51.90
10-5112-452.34-10	05/26/2011	NW PARK/REC/PL	07230410		11/2011	51.90
10-5112-452.34-10	05/26/2011	NW PARK/REC/PL	07230428		11/2011	109.03
10-5112-452.34-10	05/26/2011	NW PARK/REC/PL	07230444		11/2011	130.32
10-5112-452.34-10	05/26/2011	NW PARK/REC/PL	07230485		11/2011	122.40
10-5112-452.34-10	05/26/2011	NW PARK/REC/PL	07230501		11/2011	122.40
10-5112-452.34-10	05/26/2011	NW PARK/REC/PL	07230519		11/2011	51.90
10-5112-452.34-10	05/26/2011	NW PARK/REC/PL	07230527		11/2011	51.90
10-5112-452.34-10	05/26/2011	NW PARK/REC/PL	07230543		11/2011	129.83
10-5112-452.34-10	05/26/2011	NW PARK/REC/PL	07230550		11/2011	7.10
10-5112-452.34-10	05/26/2011	NW PARK/REC/PL	07230568		11/2011	7.10
10-5112-452.34-10	05/26/2011	NW PARK/REC/PL	07230576		11/2011	7.10
10-5112-452.34-10	05/26/2011	NW PARK/REC/PL	07230584		11/2011	7.10
10-5112-452.34-10	05/26/2011	NW PARK/REC/PL	07230907		11/2011	8.90
10-5112-452.34-10	05/26/2011	NW PARK/REC/PL	07231624		11/2011	7.10
10-5112-452.34-10	05/26/2011	NW PARK/REC/PL	07231707		11/2011	122.40
10-5112-452.34-10	05/26/2011	NW PARK/REC/PL	07236441		11/2011	7.10
10-5112-452.34-10	05/26/2011	NW PARK/REC/PL	07236458		11/2011	7.51
260-5512-455.34-10	05/26/2011	NW LIBRARY	07244643		11/2011	89.55
10-5112-452.34-10	05/26/2011	NW PARK/REC/PL	07894371		11/2011	8.36
10-5112-452.34-10	05/26/2011	NW PARK/REC/PL	08317026		11/2011	7.10
872-5198-452.34-10	05/26/2011	NW PARK/REC/PL	10590933		11/2011	98.25
521-1592-493.34-10	05/26/2011	PARK 2 GARAGE	15942824		11/2011	1,755.29
571-7148-713.34-10	05/26/2011	MET DOWNTOWN TRANS CENTER	17847567		11/2011	156.41
10-5127-451.34-10	05/26/2011	ELECTRIC CHARGES	MAY11	284032	11/2011	1,233.31
05/27/2011	745017	PROTECH MECHANICAL INC	7475			7,405.10
260-5512-455.23-50	05/21/2011	INVOICE 55814 PARMLY BILL	55814	F12867	11/2011	7,405.10
05/27/2011	745018	PUBLIC UTILITIES	5022			126,411.03
805-1570-425.53-50	05/26/2011	4430 HI-LINE DR	6712510003200		11/2011	125,946.63
512-8500-625.34-20	05/26/2011	4430 HI-LINE DR	671274846		11/2011	320.53
211-3132-433.34-20	05/26/2011	4430 HI-LINE DR	671294847		11/2011	143.87
05/27/2011	745019	QWEST COMMUNICATIONS	6319			3,827.20
561-7110-711.34-50	05/19/2011	QWEST MAY 2011 3RD PAY	252-9412		11/2011	86.32
10-5112-452.34-50	05/19/2011	QWEST MAY 2011 3RD PAY	652-5507		11/2011	44.16
211-3132-433.34-50	05/19/2011	QWEST MAY 2011 3RD PAY	652-8104		11/2011	29.34
10-5121-451.34-50	05/19/2011	QWEST MAY 2011 3RD PAY	652-8403		11/2011	34.21
10-5112-452.34-50	05/19/2011	QWEST MAY 2011 3RD PAY	657-3014		11/2011	28.54
606-1931-484.34-50	05/19/2011	QWEST MAY 2011 3RD PAY	657-8377		11/2011	3,561.47

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10-5140-436.34-50	05/19/2011	QWEST MAY 2011 3RD PAY	652-0269		11/2011	43.16	
05/27/2011 745026	RIMROCK FOUNDATION	3210				3,869.49	
737-1265-412.37-30	05/24/2011	JAG GRANT APRIL 2011FINAL	2011-11	284281	11/2011	369.49	
270-6711-464.21-90	05/25/2011	URA MAY 1, 2011 RIMROCK	URA MAY 1, 2011	284298	11/2011	364.22	
270-6711-464.39-90	05/25/2011	ADMIN - URA MAY 1, 2011	URA MAY 1, 2011	284298	11/2011	3,135.78	
05/27/2011 745027	RIVERSTONE HEALTH	20210				11,250.00	
10-1411-414.39-31	05/17/2011	MISC SERVICES	05132011	284074	11/2011	11,250.00	
05/27/2011 745034	SHAKESPEARE IN THE PARKS	3397				3,150.00	
10-5112-452.33-60	05/26/2011	PERFORMANCES	SHAKESPEARE2011	284220	11/2011	3,150.00	
05/27/2011 745047	STOCKMAN BANK	15350				57,960.00	
723-6595-465.62-00	05/26/2011	MISC SERVICES	4040156102	284357	11/2011	57,960.00	
05/27/2011 745049	SUNSET EXCAVATION	11477				4,200.00	
505-7515-609.36-71	05/23/2011	MISC SERVICES	159609	284255	11/2011	400.00	
505-7515-609.36-71	05/23/2011	MISC SERVICES	159610	284255	11/2011	3,800.00	
05/27/2011 745051	TETRA TECH, INC.	19346				6,678.78	
541-3123-435.35-90	05/17/2011	MONITORING LANDFILL/0667	5040232/245/217	282278	11/2011	6,678.78	
05/27/2011 745053	TITAN MACHINERY INC	20569				2,766.09	
211-3132-433.23-20	05/20/2011	MP	1C07810	284224	11/2011	322.82	
211-3132-433.23-20	05/20/2011	MP	1C07810	284224	11/2011	9.75	
211-3132-433.23-20	05/20/2011	MP	1C07949	284224	11/2011	1,405.65	
211-3132-433.23-20	05/20/2011	MP	1C07987	284224	11/2011	968.27	
211-3132-433.23-20	05/20/2011	MP	1C07987	284224	11/2011	59.60	
05/27/2011 745056	TOTAL ASPHALT REPAIR INC	13249				4,000.00	
502-7500-609.36-80	05/23/2011	MISC SERVICES	4003	284252	11/2011	400.00	
502-7500-609.36-80	05/23/2011	MISC SERVICES	4004	284252	11/2011	400.00	
502-7500-609.36-80	05/23/2011	MISC SERVICES	4014	284252	11/2011	400.00	
502-7500-609.36-80	05/23/2011	MISC SERVICES	4015	284252	11/2011	400.00	
502-7500-609.36-80	05/23/2011	MISC SERVICES	4016	284252	11/2011	400.00	
502-7500-609.36-80	05/23/2011	MISC SERVICES	4018	284252	11/2011	400.00	
502-7500-609.36-80	05/23/2011	MISC SERVICES	4019	284252	11/2011	400.00	
502-7500-609.36-80	05/23/2011	MISC SERVICES	4020	284252	11/2011	400.00	
502-7500-609.36-80	05/23/2011	MISC SERVICES	4022	284252	11/2011	400.00	
502-7500-609.36-80	05/23/2011	MISC SERVICES	4023	284252	11/2011	400.00	
05/27/2011 745058	TOWN & COUNTRY SUPPLY ASSOCIAT	18295				126,088.03	
150-2226-422.23-10	05/17/2011	FUEL/FIRE1,3,5,6/MAY 11	75217 FIRE	276337	11/2011	3,954.95	
502-0000-141.00-00	05/23/2011	WATER PARTS AND SUPPLIES	75320		11/2011	21,394.20	
561-7118-711.23-13	05/23/2011	INVOICE #75342	75342	F12874	11/2011	19,959.95	
601-0000-141.00-00	05/24/2011	MP	75355		11/2011	36,304.50	
601-0000-141.00-00	05/24/2011	MP	86327		11/2011	12,722.42	
601-0000-141.71-41	05/25/2011	MP	86350		11/2011	7,011.40	
601-0000-141.71-41	05/25/2011	MP	86351		11/2011	21,937.30	

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150-2226-422.23-10	05/25/2011	FIRE1&5:555 GAL/5-20-2011	81847 FIRE 1&5	276337	11/2011	1,817.07	
10-5142-436.23-10	05/25/2011	310 DIESEL DYED #2	81846	284339	11/2011	986.24	
05/27/2011	745059	TRACTOR & EQUIPMENT	3775			11,069.83	
541-3123-435.23-20	05/23/2011	MP	BLW00123060	284243	11/2011	9,995.13	
541-3123-435.23-20	05/25/2011	FILTERS BATTERIES LANDFIL	BLCS0487084/756	283504	11/2011	1,074.70	
05/27/2011	745060	TRIDENT POWER LLC	21752			3,500.00	
150-2229-422.22-90	05/24/2011	GENERATOR/PW/AC/TRSHPUMP	PAC372AB/GENRTR	283384	11/2011	3,500.00	
05/27/2011	745067	US BANK-REVOLVING LOAN FUND	16715			57,960.00	
723-6595-465.62-00	05/26/2011	MISC SERVICES	537240497587	284358	11/2011	57,960.00	
05/27/2011	745071	VERIZON WIRELESS	14490			19,298.98	
571-7147-713.31-60	05/17/2011	ACCOUNT# 770599076-00001	0975072266	F12806	11/2011	173.85	
561-7110-711.34-50	05/26/2011	VERIZON WIRELESS MAY 2011	AIRPORT		11/2011	405.70	
150-2170-441.34-50	05/26/2011	VERIZON WIRELESS MAY 2011	ANIMAL SHELTER		11/2011	141.72	
717-2166-421.34-50	05/26/2011	VERIZON WIRELESS MAY 2011	CCSIU		11/2011	85.42	
10-1611-416.34-50	05/26/2011	VERIZON WIRELESS MAY 2011	LEGAL		11/2011	32.96	
150-2225-422.34-50	05/26/2011	VERIZON WIRELESS MAY 2011	COMM CENTER 911		11/2011	52.16	
650-1565-487.34-50	05/26/2011	VERIZON WIRELESS MAY 2011	FACILITIES BOC		11/2011	64.50	
650-1567-487.34-50	05/26/2011	VERIZON WIRELESS MAY 2011	FACILITIES CH		11/2011	105.97	
10-1512-415.34-50	05/26/2011	VERIZON WIRELESS MAY 2011	FINANCE PAT		11/2011	72.70	
150-2221-422.34-50	05/26/2011	VERIZON WIRELESS MAY 2011	FIRE DEPT		11/2011	673.95	
10-1750-417.34-50	05/26/2011	VERIZON WIRELESS MAY 2011	HUMAN RESOURCES		11/2011	79.31	
620-1913-482.34-50	05/26/2011	VERIZON WIRELESS MAY 2011	ITD GIS		11/2011	12.97	
620-1911-482.34-50	05/26/2011	VERIZON WIRELESS MAY 2011	ITD		11/2011	99.65	
260-5517-455.34-50	05/26/2011	VERIZON WIRELESS MAY 2011	LIBRARYOUTREACH		11/2011	26.46	
260-5512-455.34-50	05/26/2011	VERIZON WIRELESS MAY 2011	LIBRARY		11/2011	150.76	
10-1100-411.34-50	05/26/2011	VERIZON WIRELESS MAY 2011	MAYOR		11/2011	42.85	
601-1550-481.34-50	05/26/2011	VERIZON WIRELESS MAY 2011	MOTOR POOL		11/2011	54.93	
10-1220-412.34-50	05/26/2011	VERIZON WIRELESS MAY 2011	DRUG COURT		11/2011	70.13	
10-1212-412.34-50	05/26/2011	VERIZON WIRELESS MAY 2011	MUNI JUDGE		11/2011	107.84	
240-4301-419.34-50	05/26/2011	VERIZON WIRELESS MAY 2011	PLANNING		11/2011	12.97	
150-2111-421.34-50	05/26/2011	VERIZON WIRELESS MAY 2011	POLICE		11/2011	2,922.69	
251-2187-421.34-50	05/26/2011	VERIZON WIRELESS MAY 2011	POLICE FORENSIC		11/2011	66.70	
249-2196-421.34-50	05/26/2011	VERIZON WIRELESS MAY 2011	698 1391 DV		11/2011	22.57	
521-1521-493.34-50	05/26/2011	VERIZON WIRELESS MAY 2011	PARKING		11/2011	352.99	
10-5110-453.34-50	05/26/2011	VERIZON WIRELESS MAY 2011	PRPL ADM		11/2011	66.65	
10-5121-451.34-50	05/26/2011	VERIZON WIRELESS MAY 2011	PRPL-RECREATION		11/2011	93.16	
10-5140-436.34-50	05/26/2011	VERIZON WIRELESS MAY 2011	CEMETERY		11/2011	58.27	
10-5112-452.34-50	05/26/2011	VERIZON WIRELESS MAY 2011	PARKS PMD		11/2011	43.54	
10-5112-452.34-50	05/26/2011	VERIZON WIRELESS MAY 2011	PARKS		11/2011	1,445.33	
10-5112-452.34-50	05/26/2011	VERIZON WIRELESS MAY 2011	PARKS IRRIGATION		11/2011	58.87	
10-1543-415.34-50	05/26/2011	VERIZON WIRELESS MAY 2011	PURCHASING		11/2011	83.88	
660-3110-431.34-50	05/26/2011	VERIZON WIRELESS MAY 2011	PW ADM		11/2011	112.41	
209-4451-428.34-50	05/26/2011	VERIZON WIRELESS MAY 2011	BUILDING		11/2011	160.27	
670-3141-489.34-50	05/26/2011	VERIZON WIRELESS MAY 2011	ENGINEERING		11/2011	431.80	
541-3121-435.34-50	05/26/2011	VERIZON WIRELESS MAY 2011	SOLID WASTE		11/2011	47.34	
211-3132-433.34-50	05/26/2011	VERIZON WIRELESS MAY 2011	STREET/TRAFFIC		11/2011	525.41	

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ACCOUNT #		TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
541-3123-435.34-50		05/26/2011	VERIZON WIRELESS MAY 2011	SW ON CALL		11/2011	94.16
502-7500-609.34-50		05/26/2011	VERIZON WIRELESS MAY 2011	DIST & COLL 60%		11/2011	643.08
512-8500-625.34-50		05/26/2011	VERIZON WIRELESS MAY 2011	DIST & COLL 40%		11/2011	428.73
502-7700-611.34-50		05/26/2011	VERIZON WIRELESS MAY 2011	PUD ENVIRN 1/2		11/2011	19.17
512-8700-628.34-50		05/26/2011	VERIZON WIRELESS MAY 2011	PUD ENVIRN 1/2		11/2011	19.18
502-7400-603.34-50		05/26/2011	VERIZON WIRELESS MAY 2011	WATER TREATMENT		11/2011	789.59
502-7312-602.34-50		05/26/2011	VERIZON WIRELESS MAY 2011	PWBLKNP MTRSHOP		11/2011	470.58
502-7311-602.34-50		05/26/2011	VERIZON WIRELESS MAY 2011	PWBLKNP OFF 60%		11/2011	69.03
512-8311-622.34-50		05/26/2011	VERIZON WIRELESS MAY 2011	PWBLKNP OFF 40%		11/2011	46.02
502-7314-602.34-50		05/26/2011	VERIZON WIRELESS MAY 2011	PWBLKNP STOR75%		11/2011	86.28
512-8314-622.34-50		05/26/2011	VERIZON WIRELESS MAY 2011	PWBLKNP STOR25%		11/2011	28.77
512-8400-623.34-50		05/26/2011	VERIZON WIRELESS MAY 2011	WASTEWATER TREA		11/2011	1,313.53
606-1931-484.34-50		05/26/2011	VERIZON WIRELESS MAY 2011	TELECOMM SYS		11/2011	22.74
571-7142-713.31-60		05/26/2011	VERIZON WIRELESS MAY 2011	ON-CALL MET		11/2011	97.53
571-7141-713.34-50		05/26/2011	VERIZON WIRELESS MAY 2011	MET TRANSIT		11/2011	36.27
10-4321-419.34-50		05/26/2011	VERIZON WIRELESS MAY 2011	CODE ENFORCEMT		11/2011	150.51
150-2170-441.34-50		05/26/2011	VERIZON WSCA MAY 2011	AN SHELTER MDT		11/2011	215.05
717-2166-421.34-50		05/26/2011	VERIZON WSCA MAY 2011	CCSIU CELL/PTT		11/2011	477.38
717-2166-421.34-50		05/26/2011	VERIZON WSCA MAY 2011	CCSIU AIR CARD		11/2011	43.01
717-2166-421.34-50		05/26/2011	VERIZON WSCA MAY 2011	CCSIU RAVEN		11/2011	86.02
150-2221-422.34-50		05/26/2011	VERIZON WSCA MAY 2011	FIRE MIFI		11/2011	43.01
150-2221-422.34-50		05/26/2011	VERIZON WSCA MAY 2011	FIRE MDT		11/2011	688.16
620-1911-482.34-50		05/26/2011	VERIZON WSCA MAY 2011	ITD AIR CARD		11/2011	86.02
260-5517-455.34-50		05/26/2011	VERIZON WSCA MAY 2011	LIBRARYOUTREACH		11/2011	129.03
150-2111-421.34-50		05/26/2011	VERIZON WSCA MAY 2011	MDT TOUGHBOOK		11/2011	3,539.42
150-2111-421.34-50		05/26/2011	VERIZON WSCA MAY 2011	POLICE ICAC		11/2011	43.01
150-2111-421.34-50		05/26/2011	VERIZON WSCA MAY 2011	POLICE USM MDT		11/2011	165.96
10-5112-452.34-50		05/26/2011	VERIZON WSCA MAY 2011	PARKS PMD AIR		11/2011	43.09
209-4451-428.34-50		05/26/2011	VERIZON WSCA MAY 2011	BUILDING AIR		11/2011	344.08
502-7500-609.34-50		05/26/2011	VERIZON WSCA MAY 2011	PUD AIR CARD60%		11/2011	25.80
512-8500-625.34-50		05/26/2011	VERIZON WSCA MAY 2011	PUD AIR CARD40%		11/2011	17.21
670-3141-489.34-50		05/26/2011	VERIZON WSCA MAY 2011	ENG AIR CARD		11/2011	78.88
05/27/2011	745075	WELLS FARGO BANK-LOAN PAYMENT	16716				57,960.00
723-6595-465.62-00		05/26/2011	MISC SERVICES	1609108243	284356	11/2011	57,960.00
05/27/2011	745076	WESTERN SECURITY BANK	16462				57,960.00
723-6595-465.62-00		05/26/2011	MISC SERVICES	2157001592	284360	11/2011	57,960.00
05/27/2011	745077	WILLIAMS BROTHER CONSTRUCTION	8323				117,109.82
421-8493-623.93-40		05/25/2011	WO0822 WWTP DISINFECTION	272596	272596	11/2011	117,109.82
05/27/2011	745079	YELLOWSTONE BANK-LOAN PAYMENT	16714				10,200.00
723-6595-465.62-00		05/26/2011	MISC SERVICES	2500234	284361	11/2011	10,200.00

DATE RANGE TOTAL *

1,505,483.73 *

Regular City Council Meeting

Date: 06/27/2011

TITLE: Payment of Claims June 3, 2011.

PRESENTED BY: Pat M. Weber, Financial Services Manager

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$1,589,801.57 have been audited and are presented for your approval for payment. A complete listing of the claims dated June 3, 2011, is available in the Finance Department.

ALTERNATIVES ANALYZED

The Council may:

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

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends that Council approve Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

List of claims greater than \$2500

PREPARED 06/03/2011, 14:44:02
 PROGRAM: GM350L
 CITY OF BILLINGS

A/P CHECKS BY PERIOD AND YEAR
 MINIMUM AMOUNT: 2,500.00
 FROM 06/03/2011 TO 06/03/2011

PAGE 1

BANK CODE 00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT	#	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
06/03/2011	745086	ACE ELECTRIC INC	40				6,727.32
521-1593-493.24-50		05/27/2011	SMART PORT/LABOR	24931	284384	11/2011	3,897.00
521-1593-493.24-50		05/27/2011	SMART PORT	24932	284384	11/2011	2,830.32
06/03/2011	745090	ADVANTAGE RECREATION INC	21744				6,241.00
10-5112-452.23-30		05/27/2011	PLAYGROUND EQUIPMENT	051101	284290	11/2011	6,241.00
06/03/2011	745093	ALPINE PRODUCTS INC	12662				8,997.56
211-3132-433.47-10		06/01/2011	ROAD AND HIGHWAY MATERIAL	TM-115746	284472	12/2011	2,350.11
211-3132-433.47-10		06/01/2011	ROAD AND HIGHWAY MATERIAL	TM-115873	284472	12/2011	6,647.45
06/03/2011	745101	BALCO UNIFORM CO INC	6003				3,293.00
150-2112-421.21-20		06/02/2011	PRIOR YEAR ENCUMBRANCES	ARMOR	283026	12/2011	958.00
150-2112-421.22-60		06/02/2011	PRIOR YEAR ENCUMBRANCES	74326	284271	12/2011	2,335.00
06/03/2011	745103	BIG SKY ECONOMIC DEVELOPMENT A	6521				8,000.00
10-1110-411.79-70		06/02/2011	MISC SERVICES	04252011	284511	12/2011	8,000.00
06/03/2011	745105	BILLINGS CLINIC	20390				3,000.00
150-2120-421.79-10		05/31/2011	MISC SERVICES	SANE	284436	11/2011	3,000.00
06/03/2011	745106	BLACK BOX NETWORK SERVICES	19541				4,998.40
606-1931-484.21-22		06/02/2011	MISC SERVICES	2315507	283923	12/2011	2,190.86
606-1931-484.21-22		06/02/2011	MISC SERVICES	2315507	283923	12/2011	2,807.54
06/03/2011	745107	BRANCH GROUP INC	21207				2,506.00
502-7400-603.23-60		05/18/2011	MISC SERVICES	S100924250.001	281232	11/2011	1,827.36
512-8400-623.23-60		05/18/2011	MISC SERVICES	S100935435.001	281232	11/2011	678.64
06/03/2011	745110	BUSINESS TAX SECTION	2449				4,021.89
406-7119-711.92-90		06/02/2011	MISC SERVICES	278674-7	278674	12/2011	4,021.89
06/03/2011	745114	CCSIU	18082				3,197.92
718-2160-421.79-10		06/02/2011	MISC SERVICES	MAY 2011	284539	12/2011	3,197.92
06/03/2011	745119	COMMUNITY SOLUTIONS INC	18339				4,000.00
245-1257-412.35-81		06/02/2011	MHC-SUPERVISION APR2011	2011-12	284524	12/2011	2,000.00
245-1257-412.35-81		06/02/2011	MHC-SUPERVISION MAY2011	2011-12	284525	12/2011	2,000.00
06/03/2011	745120	COR ENTERPRISES	9999999				4,000.00
541-0000-115.01-00		05/31/2011	COR ENTERPRISES	AMT PAID TWICE		11/2011	4,000.00
06/03/2011	745121	COUNTY WATER DISTRICT OF	881				19,513.45
150-2221-422.34-20		06/02/2011	FIRE6:WATER/8330 GALLONS	16118-00 11-05	276921	12/2011	30.25
805-1570-425.53-50		06/02/2011	MISC SERVICES	1457	284513	12/2011	19,483.20
06/03/2011	745126	DEPT OF JUSTICE DCI	17163				3,446.88
717-2166-421.78-65		03/18/2011	MISC SERVICES	281D-SU-62795	282456	09/2011	3,446.88
06/03/2011	745130	EBMS	20398				65,099.98
627-1752-417.35-12		06/01/2011	ADMIN FEES			12/2011	16,368.00

PREPARED 06/03/2011, 14:44:02
PROGRAM: GM350L
CITY OF BILLINGS

A/P CHECKS BY PERIOD AND YEAR
MINIMUM AMOUNT: 2,500.00
FROM 06/03/2011 TO 06/03/2011

PAGE 2

BANK CODE 00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #		TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
627-1752-417.35-15		06/01/2011		SPECIFIC PREM		12/2011	34,840.13
627-1752-417.51-61		06/01/2011		CARE LINK FEE		12/2011	7,088.10
627-1752-417.35-11		06/01/2011		FLEX ADMIN FEE		12/2011	2,095.00
627-1752-417.35-15		06/01/2011		PRO FEE		12/2011	3,377.50
627-1752-417.35-13		06/01/2011		SCRIPTS		12/2011	1,331.25
06/03/2011	745140	FERGUSON ENTERPRISES INC	20100				3,741.26
502-0000-141.00-00		05/26/2011	SYSTEMS	05552136 055248		11/2011	3,741.26
06/03/2011	745146	GILLIG CORPORATION	16628				751,820.00
411-7151-713.94-40		05/25/2011	MISC SERVICES	50838	272506	11/2011	751,820.00
06/03/2011	745153	HDR INC	1544				22,516.35
416-7493-603.92-20		05/31/2011	WO0426 ZONE 4 RESERVOIR	291128-H	247294	11/2011	14,825.61
421-8493-623.93-40		05/31/2011	WO0822 WWTP DISINFECT SYS	291134-H	263835	11/2011	7,690.74
06/03/2011	745156	IAFF	20196				4,306.50
900-0000-209.99-20		06/03/2011	PAYROLL SUMMARY	20110603		12/2011	4,306.50
06/03/2011	745162	J & J CONCRETE	15244				2,700.00
505-7515-609.36-71		06/01/2011	MISC SERVICES	052311	284427	12/2011	2,700.00
06/03/2011	745163	JACK HENRY & ASSOCIATES INC	20831				3,920.00
502-7311-602.35-54		06/01/2011	MISC SERVICES	0912653	284402	12/2011	2,352.00
512-8311-622.35-54		06/01/2011	MISC SERVICES	0912653	284402	12/2011	1,568.00
06/03/2011	745164	JACKSON CONTRACTOR GROUP INC	21359				398,166.79
406-7119-711.92-90		06/02/2011	MISC SERVICES	278672-7	278672	12/2011	398,166.79
06/03/2011	745169	JTL GROUP INC DBA KNIFE RIVER	2417				6,254.06
211-3132-433.47-10		06/01/2011	ROAD AND HIGHWAY MATERIAL	241900	284475	12/2011	428.24
211-3132-433.45-20		06/01/2011	ROAD/HIGHWAY MATERIAL	241941	284475	12/2011	111.22
211-3132-433.47-10		06/01/2011	ROAD AND HIGHWAY MATERIAL	241954	284475	12/2011	1,391.60
211-3132-433.45-20		06/01/2011	ROAD/HIGHWAY MATERIAL	242007	284475	12/2011	110.04
211-3132-433.47-10		06/01/2011	ROAD AND HIGHWAY MATERIAL	242030	284475	12/2011	290.57
211-3132-433.45-20		06/01/2011	ROAD/HIGHWAY MATERIAL	242134	284475	12/2011	51.11
211-3132-433.47-10		06/01/2011	ROAD AND HIGHWAY MATERIAL	242152	284475	12/2011	1,079.47
211-3132-433.45-20		06/01/2011	ROAD/HIGHWAY MATERIAL	242632	284475	12/2011	102.83
211-3132-433.47-10		06/01/2011	ROAD AND HIGHWAY MATERIAL	242646	284475	12/2011	1,063.79
211-3132-433.45-20		06/01/2011	ROAD/HIGHWAY MATERIAL	242829	284475	12/2011	171.76
211-3132-433.45-20		06/01/2011	ROAD/HIGHWAY MATERIAL	243014	284475	12/2011	95.52
211-3132-433.45-20		06/01/2011	ROAD/HIGHWAY MATERIAL	243015	284475	12/2011	51.35
211-3132-433.45-20		06/01/2011	ROAD/HIGHWAY MATERIAL	243021	284475	12/2011	693.57
211-3132-433.47-10		06/01/2011	ROAD AND HIGHWAY MATERIAL	243188	284475	12/2011	612.99
06/03/2011	745173	KEMIRA WATER SOLUTIONS, INC	19163				75,766.05
502-0000-141.00-00		05/31/2011	WATER PARTS AND SUPPLIES	9017204158		11/2011	75,766.05
06/03/2011	745177	LAND DESIGN INC	15918				3,264.13
845-3186-431.35-90		05/25/2011	27TH ST TO RR ISLAND	2011-34	283607	11/2011	1,484.79

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #					CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN	AMOUNT	
840-3184-431.93-10	05/25/2011	WO1019 WE STORMWATER DET	2011-32	284299	11/2011		1,779.34	
06/03/2011	745192	MONTANA DAKOTA UTILITIES CO	2492				6,296.96	
502-7400-603.34-40	05/23/2011	MISC SERVICES	07369223 MAY11	282118	11/2011		14.27	
150-2221-422.34-40	06/02/2011	FIRE	07935121		12/2011		329.28	
541-3123-435.34-40	06/02/2011	SW	08073321		12/2011		539.32	
502-7400-603.34-40	06/02/2011	PUD	08156221		12/2011		1,001.70	
502-7400-603.34-40	06/02/2011	PUD	08156322 50%		12/2011		5.20	
502-7400-603.34-40	06/02/2011	PUD	08156322 50%		12/2011		5.20	
502-7400-603.34-40	06/02/2011	PUD	08156421		12/2011		219.94	
502-7400-603.34-40	06/02/2011	PUD	08156521		12/2011		48.85	
502-7400-603.34-40	06/02/2011	PUD	08156621		12/2011		370.36	
502-7400-603.34-40	06/02/2011	PUD	08156721		12/2011		81.84	
502-7400-603.34-40	06/02/2011	PUD	08156821		12/2011		13.84	
502-7400-603.34-40	06/02/2011	PUD	08156922		12/2011		101.07	
502-7314-602.34-40	06/02/2011	PUD	08157021 75%		12/2011		425.12	
512-8314-622.34-40	06/02/2011	PUD	08157021 25%		12/2011		141.71	
502-7314-602.34-40	06/02/2011	PUD	08157121 75%		12/2011		108.76	
512-8314-622.34-40	06/02/2011	PUD	08157121 25%		12/2011		36.26	
502-7400-603.34-40	06/02/2011	PUD	08157221		12/2011		26.89	
502-7400-603.34-40	06/02/2011	PUD	08157322		12/2011		11.77	
512-8400-623.34-40	06/02/2011	PUD	08510222		12/2011		10.40	
10-5141-436.34-40	06/02/2011	CEMETERY	08543421		12/2011		55.84	
10-5141-436.34-40	06/02/2011	CEMETERY	08543521		12/2011		112.30	
10-5112-452.34-40	06/02/2011	PARKS	08767921		12/2011		48.40	
502-7400-603.34-40	06/02/2011	CSD	31563202		12/2011		57.12	
502-7400-603.34-40	06/02/2011	CSD	31563302		12/2011		13.14	
502-7400-603.34-40	06/02/2011	PUD	31753602		12/2011		17.26	
650-1566-487.34-40	06/02/2011	ADMIN BUILDING	32577402		12/2011		1,188.96	
650-1566-487.34-40	06/02/2011	EVIDENCE BUILDING	32629302		12/2011		113.98	
650-1566-487.34-40	06/02/2011	PD1	32708002		12/2011		301.94	
650-1566-487.34-40	06/02/2011	GARAGE	32781001		12/2011		850.08	
10-5126-451.34-40	06/02/2011	PARKS & REC	34329601		12/2011		22.05	
512-8500-625.34-40	06/02/2011	PUD LIFT STATION	36738301		12/2011		24.11	
06/03/2011	745195	MONTANA STATE FIREMAN'S ASSOC	20195				2,737.07	
900-0000-209.99-24	06/03/2011	PAYROLL SUMMARY	20110603		12/2011		2,737.07	
06/03/2011	745197	MORRISON MAIERLE INC	2572				38,245.47	
406-7119-711.92-90	05/27/2011	MISC SERVICES	110474/75	277318	11/2011		38,245.47	
06/03/2011	745200	MPPA	20198				2,524.02	
900-0000-209.99-23	06/03/2011	PAYROLL SUMMARY	20110603		12/2011		2,524.02	
06/03/2011	745213	NORTHWESTERN ENERGY	15771				8,216.08	
502-7400-603.34-10	05/23/2011	MISC SERVICES	19059435 MAY11	284251	11/2011		6.60	
502-7400-603.34-10	05/23/2011	MISC SERVICES	19209519 APR1	284251	11/2011		79.98	
150-2221-422.34-10	05/25/2011	FIRE1:ELEC/28040 KWH USED	0100476-1 11-05	276426	11/2011		2,473.87	
521-1594-493.34-10	05/27/2011	PARK 4 ELECTRIC	1569619-8	284383	11/2011		1,595.67	
521-1591-493.34-10	05/27/2011	PARK 1 ELECTRIC	1569636-2	284383	11/2011		2,178.22	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
521-1595-493.34-10	05/27/2011	LEASE ELECTRIC	1853486-7	284383	11/2011	56.73	
521-1595-493.34-10	05/27/2011	LEASE ELECTRIC	1853491-7	284383	11/2011	140.37	
10-5141-436.34-10	06/02/2011	NW PARK/REC/PL	07125396		12/2011	54.25	
10-5112-452.34-10	06/02/2011	NW PARK/REC/PL	09208018		12/2011	45.15	
607-2235-486.34-10	06/02/2011	NW FIRE	10069151		12/2011	183.46	
10-5112-452.34-10	06/02/2011	NW Parks	11412848		12/2011	122.40	
10-5112-452.34-10	06/02/2011	NW Parks	11607801		12/2011	122.40	
10-5112-452.34-10	06/02/2011	NW	12300661		12/2011	11.21	
521-1595-493.34-10	06/02/2011	NW	13815279		12/2011	149.49	
10-5112-452.34-10	06/02/2011	NW	14093942		12/2011	52.76	
10-5112-452.34-10	06/02/2011	NW	15220957		12/2011	633.68	
10-5141-436.34-10	06/02/2011	CEMETERY	16352890		12/2011	13.22	
150-2221-422.34-10	06/02/2011	FIRE6:ELEC/2440 KWH USED	0100477-9 11-05	276425	12/2011	296.62	
06/03/2011	745226	PUBLIC UTILITIES	5022			3,681.08	
561-7110-711.34-20	06/02/2011	1901 AIRPORT TERM CIR	68407759		12/2011	3,671.59	
512-8500-625.34-20	06/02/2011	2229 BLUE CREEK RD	13670319854		12/2011	9.49	
06/03/2011	745233	SANDERSON STEWART	20446			3,003.50	
414-1519-493.35-90	05/27/2011	DEHLER PARK	32467	275280	11/2011	582.63	
205-3131-433.35-90	05/31/2011	WO1013 SRTS STUDY PHASE 2	32460	279883	11/2011	2,420.87	
06/03/2011	745248	TITAN MACHINERY INC	20569			4,396.89	
211-3132-433.23-20	05/27/2011	MP	INV-1C08159	284369	11/2011	59.17	
211-3132-433.23-20	05/27/2011	MP	INV-1C08159	284369	11/2011	59.60	
211-3132-433.23-20	05/31/2011	MP	IC07693	284432	11/2011	81.43	
211-3132-433.23-20	05/31/2011	MP	IC07953	284432	11/2011	194.45	
211-3130-433.23-20	05/31/2011	MP	IC08051	284432	11/2011	3,311.46	
541-3123-435.23-20	06/01/2011	MP	IC08176	284495	12/2011	690.78	
06/03/2011	745251	TOWN & COUNTRY SUPPLY ASSOCIAT	18295			39,716.02	
872-5198-452.36-50	05/27/2011	FERTILIZER	103693	284289	11/2011	171.47	
872-5198-452.36-50	05/27/2011	FERTILIZER	103693	284289	11/2011	234.26	
872-5198-452.36-50	05/27/2011	FERTILIZER	103693	284289	11/2011	117.13	
872-5198-452.36-50	05/27/2011	FERTILIZER	103693	284289	11/2011	117.14	
872-5198-452.36-50	05/27/2011	FERTILIZER	103752	284289	11/2011	140.88	
561-7118-711.23-13	05/27/2011	INVOICE #75358	75358	F12893	11/2011	10,953.30	
601-0000-141.00-00	06/01/2011	MP	75366		12/2011	10,422.90	
601-0000-141.00-00	06/01/2011	MP	77800		12/2011	9,642.60	
601-0000-141.00-00	06/01/2011	MP	86376		12/2011	6,425.19	
150-2226-422.23-10	06/02/2011	FIRE1:DIESEL/171 GALLONS	75951 FIRE1	276337	12/2011	549.62	
150-2226-422.23-10	05/31/2011	FIRE1:UNLEADED/271 GALLNS	75953 FIRE1	276337	11/2011	941.53	

DATE RANGE TOTAL *

1,528,315.63 *

Regular City Council Meeting

Date: 06/27/2011

TITLE: Emergency Ordinance Banning Medical Marijuana Storefronts

PRESENTED BY: Tina Volek

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The City Council held a public hearing and postponed action at its meeting June 13, 2011, on an emergency ordinance to ban the sale of medical marijuana in storefronts in the City of Billings. Such a ban is permitted by Section 13 Local government authority to regulate of Senate Bill 423, the Montana Marijuana Act, which was adopted by the Legislature in its 2011 session. Staff had recommended the Council's postponement of the ordinance, pending the outcome of a June 21-22 hearing in Lewis and Clark County on a preliminary injunction against the implementation of SB 423 that was filed by the Montana Cannabis Association and other plaintiffs. A temporary restraining order was granted against the advertising prohibition sections of SB 423, and a judge in the case has promised to issue a decision on the injunction before July 1. Depending on the outcome of the judge's ruling, enforcing the emergency ordinance may be delayed. If the judge denies the preliminary injunction, the act could become effective July 1. If the preliminary injection is granted, additional court action or a future referendum on medical marijuana may occur.

A two thirds vote of the entire City Council is required for passage of an emergency ordinance. It could become effective July 1, 2011, along with the Montana Medical Marijuana Act.

ALTERNATIVES ANALYZED

The City Council may:

- Approve an emergency ordinance banning marijuana and marijuana-infused products providers from operating as storefront businesses in Billings, which may open the City to litigation;
- If the judge in the Lewis and Clark County case has not yet ruled by June 27, postpone action until the next regular Council business session on July 11, 2011, or schedule a special Council session July 1 or later to determine action; or
- Take no action, relying instead on the City's current moratorium until it needs to be renewed in November 2011.

FINANCIAL IMPACT

Approval of an emergency ordinance prohibiting storefront sales before a decision is rendered on the preliminary injunction, especially if Billings is the only city in the state to do so, may result in litigation that has the potential to ultimately cost the City additional money in terms of Montana Municipal Interlocal Agency (MMIA) charges in future years.

SB 423 also requires the City to accept and destroy any marijuana plants, unusable marijuana or marijuana-related products in a caregiver's possession at the time the bill becomes effective July 1. It additionally requires law enforcement agencies contacted by health care facilities to remove and destroy marijuana found in a registered card holder's possession upon admittance to a health care facility. These are unfunded State mandates that have not previously been

required of local government.

BACKGROUND

The Council approved an initiative directing staff to present the emergency ordinance. Section 13 of the Medical Marijuana Act states "A local government may adopt an ordinance or resolution prohibiting providers and marijuana-infused product providers from operating as storefront businesses." It also allows local governments to regulate a provider or marijuana-infused products provider who operates within its jurisdiction to ensure compliance with public health, safety and welfare requirements established by the Montana Department of Public Health and Human Services, or the local government. The act becomes effective July 1, 2011.

Montana Code Annotated 7-5-104 and BMCC 2-235, Emergency ordinance, allow the Council to adopt an emergency ordinance that is effective for no more than 90 days, after the Council outlines the reasons for an emergency. The Council also may waive the second reading of an emergency ordinance, putting it into place immediately.

STAKEHOLDERS

Stakeholders include opponents of the sale of medical marijuana and cardholders and caregivers operating under the current emergency ordinance that placed a moratorium on additional sales of marijuana in Billings. Speakers from both groups testified at the June 13 public hearing regarding the ban on medical marijuana storefronts. That public hearing was closed, and no new public hearing has been scheduled for June 27.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

The proposed emergency ordinance is consistent with Section 13 Local government authority to regulate of SB 423, the Montana Marijuana Act. If an emergency ordinance is adopted and the Council wishes to create a permanent storefront ban, it would have to adopt a permanent ordinance within a 90-day period.

If a permanent ban on medical marijuana storefronts is approved, the Council may consider rescinding another interim City ordinance prohibiting any new medical marijuana businesses from opening from May 11, 2010, to present. The moratorium ordinance is in effect through Nov. 11, 2011, and can be extended for an additional year.

RECOMMENDATION

If the preliminary injunction in the Lewis and Clark County case is denied and SB 423 becomes effective, it is recommended that the Council approve the emergency ordinance banning the sale of medical marijuana or marijuana-infused products in Billings storefronts.

If a decision on the preliminary injunction is not made by June 27, it is recommended that the City Council again postpone action on the emergency ordinance to a meeting on July 1 or later.

If the preliminary injunction is approved, then it is recommended that the Council deny the emergency ordinance on storefronts and direct staff to begin working on extending the moratorium emergency ordinance when it expires in November 2011.

APPROVED BY CITY ADMINISTRATOR

Attachments

Marijuana Storefront Ordinance

ORDINANCE NO. 11_____

AN EMERGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, AS AUTHORIZED BY MONTANA CODE ANNOTATED SECTION 7-5-104, DEFINING MEDICAL MARIJUANA STOREFRONTS AND PROHIBITING THE CONTINUED OPERATION OF MEDICAL MARIJUANA STOREFRONTS BEYOND JULY 1, 2011, PURSUANT TO SB 423 PASSED BY THE 2011 MONTANA LEGISLATURE.

RECITALS

WHEREAS, THE 2011 Montana Legislature passed the Montana Marijuana Act, Senate Bill (SB) 423, with most sections effective July 1, 2011, which extensively changes, restricts and regulates the use and prohibits the sale for profit of medical marijuana, including the option granted to local governments to prohibit storefront medical marijuana facilities to operate beyond July 1, 2011;

WHEREAS, the City Council of the City of Billings has deemed it appropriate to use its legislative discretion under Section 13(2) of SB 423 to immediately prohibit medical marijuana providers and marijuana-infused providers from operating as storefront businesses beyond July 1, 2011, which have previously been allowed to continue operating under Section 6 of Interim Ordinance No. 10-5523 pending action by the 2011 Montana Legislature;

WHEREAS, in order to protect and preserve the public peace, health, safety and welfare, the City Council of the City of Billings has determined that because of the July 1, 2011, effective date of SB 423, an immediate, emergency ordinance is necessary to implement the storefront prohibition authorized by SB 423 Section 13(2).

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Billings, Montana, as follows:

Section 1: All of the Recitals set forth above are hereby adopted as Findings of Fact.

Section 2: -The terms “marijuana”, “provider”, “marijuana-infused product”, “marijuana-infused product provider”, “registered cardholder” or “cardholder” shall have the meaning provided to such terms by the Montana Marijuana Act, Section 2, (SB 423) passed by the 2011 Montana Legislature. The term “storefront” shall mean any commercial establishment, structure, vehicle, or building that is accessible from a public right-of-way by the general public or sectors of the public for the purpose of obtaining marijuana or marijuana-infused product.

Section 3: As authorized in Section 13(2) of the Montana Marijuana Act, passed by the 2011 Montana legislature, no provider of marijuana or marijuana-infused products shall be allowed to open and operate a storefront business within the Billings City Limits on and after July 1, 2011.

Section 4: As authorized in Section 13(2), of the Montana Marijuana Act, passed by the 2011 Montana Legislature, no individual, entity, establishment, group or company previously granted a business license to operate a medical marijuana business within the Billings City limits shall operate a storefront to provide marijuana or marijuana-infused products to registered cardholders. Such individuals, entities, establishments, groups or businesses shall cease operating any storefront facility that provides marijuana or marijuana-infused products to registered cardholders on and after July 1, 2011.

Section 5: Any individual, entity or establishment that violates the terms of this ordinance set forth above shall be deemed to be creating a public nuisance and shall be subject to criminal penalties as provided in Billings, Montana City code (BMCC) section 1-110 and shall further be subject to civil action to restrain or abate as authorized in B.M.C.C. section 18-301, et. seq. as the City deems appropriate. Such ability of the City to prosecute and/or enjoin or abate is in addition to any other remedies available to the City at law or in equity.

Section 6: In the event any word, phrase, clause, sentence, paragraph, section or other part of the ordinance set forth herein is held invalid by a court of competent jurisdiction, such judgment shall affect only that part held invalid and the remaining provisions thereof shall continue in full force and effect.

Section 7: Pursuant to MCA section 7-5-104, upon its adoption at First Reading by a two-thirds vote of the entire City Council of the City of Billings, Montana, and signing of the Mayor thereof, this Ordinance shall take effect 12:00 a.m. July 1, 2011, and expire Ninety (90) calendar days thereafter.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, this 27th day of June, 2011.

Thomas W. Hanel, Mayor

Attest:

Cari Martin, City Clerk

Regular City Council Meeting

Date: 06/27/2011

TITLE: Public Hearing and Resolution Submitting to City Voters the Issue of General Obligation Bonds for a New Downtown Library Building

PRESENTED BY: Bill Cochran

Department: Library

Information

PROBLEM/ISSUE STATEMENT

Over the past 20 years, four local architectural firms studied the existing library. Their findings were that the building requires major system replacements, including HVAC, elevators, plumbing, wiring and the roof. Additional improvements are needed to make the building suitable for contemporary and future library services. Prior Council directives to staff, based on Library Board recommendations and the Library Foundation's announcement of a \$2 million gift, were to pursue land acquisition and design. Those actions have occurred and the Council is being asked to submit a November ballot question to Billings voters that would provide funding to construct a new library.

ALTERNATIVES ANALYZED

Although the Library staff, Board of Trustees and City Council have analyzed more than a dozen alternatives for a downtown library facility during the past 20 years, this report will review only the three most recent.

1. In 2003, the City Council retained the service of local architectural firm A & E to study options for a downtown library building. Public meetings provided opportunity for community input and a wide range of options was considered. In February 2004, A & E presented plans and cost estimates for renovation of the Library portions of the building and separate plans for renovation of the 4th floor, which housed a number of City offices. The Council determined that the cost estimate for renovating floors 1-3, the Library portion of the building, of \$11,898,048, with another \$1,913,008, for the 4th floor, was too expensive to consider. Although the plan did not proceed, the cost estimates have provided a basis for comparison for alternatives ever since.

2. In November 2008, Gainan's, contemplating a move from its downtown location at 502 North 30th Street, contacted the Library about the potential for the Library to move into the Gainan's building after it would be expanded and renovated. The Library retained CTA Architects to conduct a feasibility study to determine whether it would be possible in terms of space and architectural design, as well as to provide cost estimates. The study, completed May 18, 2009, determined that although it would be a tight fit, the building program needs could be met. The potential for parking, already very tight on the property, became more problematic when the adjacent City-owned Park IV garage, expected to provide significant parking for the proposed new Library building, was put on the market for sale during the time of the feasibility study. The estimated cost of the project was \$10,926,785. Complex financing of the project and other factors contributed to significant public opposition to the project and the Library Board withdrew its recommendation to the City Council to proceed with the project at the Board's meeting of December 10, 2009.

3. The project recommended in this report is the result of the City Council and Library Board of Trustees jointly agreeing at the City Council meeting of December 14, 2009, that the Library Board should systematically and comprehensively develop a plan for a downtown library building. The Library Board created a Downtown Library Facility Committee, with representation from every Ward in the City and including Council Members Dick Clark and Jani McCall. The Committee, working from March 17, 2010 through September 15, 2010, developed a list of approximately 50 parcels of property in a downtown zone it identified, as well as draft site evaluation criteria. Library Consulting, of Minneapolis, conducted 317 telephone surveys and used 83 internet surveys, matching the demographics of Billings on age, geographic location, and education level, to validate the site criteria. The Committee applied the criteria to the potential site parcels, with the block that the Library is currently located on emerging as the top rated site by a wide margin.

The Library Board recommended that staff work to acquire the balance of property on the block on which the current building is located and to work with the Parmly Billings Library Foundation and an anonymous donor who had pledged a lead gift to the Foundation's capital campaign for a new building of architectural significance at the City Council Work Session of October 18, 2010. The City Council approved land exchanges with Billings Clinic and Stockman Bank at its meeting of June 13, 2011 that complete the acquisition of the block on which the Library is located. The lead donor to the Foundation's capital campaign, at this time still preferring to remain anonymous, has paid all architectural costs through schematic design and has committed to contribute a total of \$2 million to the project.

FINANCIAL IMPACT

The project budget is estimated to be \$18,383,684, with a maximum contribution of \$13,383,684 from the sale of general obligation bonds that the voters of the City of Billings would have to authorize, and a \$5,000,000 contribution from the capital campaign of the Parmly Billings Library Foundation.

The attached Resolution and Ballot Language identifies the maximum bond issuance as being \$16,690,000. This figure assumes that the Parmly Billings Library Foundation will raise no additional revenue beyond the original lead gift of \$2,000,000 and includes the costs of issuing the bonds. In fact, if the Foundation's capital campaign does not reach its \$5,000,000 goal, the City Council may require that some areas or features of the building be left incomplete or be redesigned so that the project costs do not exceed the general obligation bonds, expected to be issued next spring, and the funding that the Foundation has raised.

For estimating purposes, staff assumes 20 year bonds and a 5% interest rate. The tax on a \$100,000 home would be \$8.75 per year if the Foundation raises the full \$5,000,000, and \$10.00 per year if it receives no contributions beyond the original \$2,000,000 gift. The tax on a \$200,000 home would be \$17.50 per year if the Foundation raises its full commitment and \$20.00 per year if it receives no contributions beyond the original \$2,000,000 gift.

The Library anticipates establishing a Building Maintenance Fund from unobligated reserves and annual contributions from its operating budget, which will be adequate to maintain the building and replace major building systems as their usable lives expire.

BACKGROUND

Studies of the current Library building at 510 Broadway over the past two decades, by Consulting Librarian David Smith, local architectural firms DGA, A & E, and O2 Architects, all under contract with the City of Billings, have all confirmed that all major systems of the current building, e.g. HVAC, elevators, plumbing, wiring, and the roof, long ago outlived their usable life. Replacing everything but the structure of the building is the minimum necessary for the Library to continue to operate. To provide contemporary and future library services that will increasingly involve technology, and to address service, operating cost, and safety issues, would require substantial remodeling beyond replacement of systems.

The City Council has approved a general obligation bond in FY2012 in its Capital Improvement Plan (CIP) ever since FY2006, for the purpose of either renovating floors 1-3 in the current Library building, at a cost then estimated by local architectural firm A & E to be up to \$11,898,048, or for construction of a new Library building. Adjusted for inflation from FY2006 through FY2012, the projected cost of this project is now \$13,383,684, and that is the amount in the current CIP. A recent review of industry cost statistics from 2006 to date confirm that this is a conservative estimate, conservative meaning that it does not underestimate the potential costs, with the related possibility of falling short of what voters would understand to be what they were voting for.

At its October 18, 2010 Work Session, the City Council received a report from the Parmly Billings Library Foundation, Inc. that, in the course of conducting a feasibility study to determine how much private funding the Foundation could raise to contribute to a library building project, it had identified a donor, who wished to remain anonymous, but had committed a donation of \$2 million to a library building project, with the only conditions being that it be for a new building of architectural significance. The Foundation also reported that its feasibility study concluded that a total of \$5 million, including the \$2 million lead gift, could be raised for a new building project, to supplement the public funding included in the City CIP, for a total project cost not to exceed \$18,383,684.

At the same meeting, the City Council received a report from the Library Board of Trustees that the Board approved of the Foundation's acceptance of the anonymous gift and recommended that Library staff: 1) pursue aggregating the balance of the property on the block that the Library building is currently located, as recommended by the Downtown Library Facility Committee, and 2) work with the Foundation and its donor on proceeding with planning for a new Library building on the aggregated site. City Council members congratulated the Foundation on the anonymous donation and concurred with the Board's recommendation that staff work with the Foundation to plan for a new building.

The Foundation subsequently selected Will Bruder + Partners to design a new building on the block on which the Library is located and the firm selected O2 Architects as its local partner, and local firm The Foley Group to be landscape architects. The Community Design Center of the School of Architecture at Montana State University contracted with the Library to assist in the early design process. This team has conducted a series of public input meetings and focus groups to solicit public input into what the new library should feature. At its most recent public meeting on June 14, 2011, Will Bruder presented final schematic plans and reported that the building as planned, and achieving LEED Silver certification, remained within the \$18 million budget the firm had been assigned.

At its Agenda Meeting the previous night, the City Council approved the exchange of land between the City and both Billings Clinic and Stockman Bank, which resulted in the City now owning the entire block on which the current Library is located, including the site for the new Library building, as designed by Will Bruder + Partners.

STAKEHOLDERS

The Library Board of Trustees has recommended this project to the City Council.

To date, groups including the following have endorsed the project:

Billings Area Chamber of Commerce
Big Sky Economic Development Authority
Billings Cultural Partners
Parmly Billings Library Foundation, Inc.
Friends of the Parmly Billings Library

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

This project is consistent with the following adopted policies or plans.

The current City Council Strategic Plan includes, under Preservation of Resources, the specific priority: "Finalization of a viable plan for the Library."

The approved FY2011-2016 City of Billings Capital Improvement Plan includes Project PBL1201 "Build new building on current block. Budget to be determined, but estimated to approximate \$13,383,684 costs for renovation of current building," from G.O. Bonds.

The Library Board of Trustees 2010 Five-Year Strategic Service Plan includes, under Goal 6 'Visit a Comfortable Place', the specific activity: "Obtain voter approval for bond issue to remodel or relocate a downtown main library."

The current Yellowstone County and City of Billings Growth Policy includes:

- A goal of "An economically and culturally vibrant Downtown Billings", which this project will help achieve,
- A goal of "A safe, attractive, economically vibrant downtown", which this project will help achieve,
- A goal of "Visually appealing communities", which this project will help achieve,
- A goal of "Actively maintain existing cultural institutions in Billings" which is what this project will achieve, and
- A goal of "A visually appealing and attractive landscape", including "the built environments", which this project will help achieve.

The Downtown Billings Framework Plan sets as its goal for the North Downtown District, in which this project is located: "Establish the area as both a discrete district and a recognized extension of the Central District, and connect the Medical Corridor and the University to the Downtown's Central District." This project will create a destination building that will define the district and serve as a connection between the Downtown Central District and the Medical Corridor and the University.

RECOMMENDATION

Staff recommends that the City Council approve the Resolution and ballot language submitting to City voters the issue of general obligation bonds for a new downtown Library building.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution and Ballot Language

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of City of Billings, Yellowstone County, Montana (the "City"), hereby certify that the attached resolution is a true copy of a Resolution entitled: "A RESOLUTION OF THE CITY COUNCIL SUBMITTING TO THE QUALIFIED ELECTORS OF THE CITY OF BILLINGS, MONTANA, THE QUESTION OF ISSUING GENERAL OBLIGATION BONDS IN THE AMOUNT OF UP TO SIXTEEN MILLION SIX HUNDRED NINETY THOUSAND AND NO/100 DOLLARS (\$16,690,000.00) FOR THE PURPOSE OF PAYING COSTS OF DESIGNING, CONSTRUCTING AND EQUIPPING A NEW LIBRARY BUILDING IN REPLACEMENT OF THE BILLINGS PUBLIC LIBRARY, RELATED IMPROVEMENTS, AND COSTS ASSOCIATED WITH THE SALE AND ISSUANCE OF THE BONDS; AND AUTHORIZING THE LEVY OF ADDITIONAL MILLS OVER THE CITY CHARTER LIMIT IN AN AMOUNT SUFFICIENT TO PAY PRINCIPAL OF AND INTEREST ON THE BONDS" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council at a regular meeting on June 27, 2011, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

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

WITNESS my hand and seal officially this 27th day of June, 2011.

(SEAL)

City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL SUBMITTING TO THE QUALIFIED ELECTORS OF THE CITY OF BILLINGS, MONTANA, THE QUESTION OF ISSUING GENERAL OBLIGATION BONDS IN THE AMOUNT OF UP TO SIXTEEN MILLION SIX HUNDRED NINETY THOUSAND AND NO/100 DOLLARS (\$16,690,000.00) FOR THE PURPOSE OF PAYING COSTS OF DESIGNING, CONSTRUCTING AND EQUIPPING A NEW LIBRARY BUILDING IN REPLACEMENT OF THE BILLINGS PUBLIC LIBRARY, RELATED IMPROVEMENTS, AND COSTS ASSOCIATED WITH THE SALE AND ISSUANCE OF THE BONDS; AND AUTHORIZING THE LEVY OF ADDITIONAL MILLS OVER THE CITY CHARTER LIMIT IN AN AMOUNT SUFFICIENT TO PAY PRINCIPAL OF AND INTEREST ON THE BONDS

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

Section 1. Recitals.

1.01. Authorization. (a) A city is authorized pursuant to Section 7-7-4221, Montana Code Annotated, to issue general obligation bonds pledging the general credit of the city for the purpose of designing, constructing and equipping public buildings, upon approval of the electorate of the city, provided that such indebtedness will not cause the total indebtedness of the city to exceed 2.5% of the total assessed value of taxable property of the city, determined as provided in Section 15-8-111, Montana Code Annotated, ascertained by the last assessment for State and county taxes. A city council is authorized pursuant to Section 7-7-4223, Montana Code Annotated, to call a bond election by adopting a resolution to that effect.

(b) Under the City Charter, except as otherwise authorized, the Council shall not levy more than 74 mills on real and personal property for all purposes, unless there is an affirmative vote of majority of votes cast in an election on the question of whether the mill levy may be increased above the 74 mills.

1.02. Proposed Library Project. It has been proposed by the Library Board and other interested citizens that the City issue general obligation bonds to pay for a portion of the costs of constructing and equipping a new public library and related improvements. The new public library will replace the current library facilities.

1.03. Estimated Cost. The estimated cost of the new public library, including the design thereof, and costs associated with the sale and issuance of the bonds is Eighteen Million Six Hundred Ninety Thousand And No/100 Dollars (\$18,690,000.00). The Library Foundation has received a \$2,000,000 cash gift to pay for the design of the new public library and is seeking additional pledges and donations in order to offset the total cost of the new public library. It is proposed that the City issue up to Sixteen Million Six Hundred Ninety Thousand And No/100 Dollars (\$16,690,000.00) of its general obligation bonds to pay costs of the new public library.

The Library Foundation will transfer the design plans to the City. The principal amount of bonds ultimately issued by the City will be reduced by the amount of pledges and donations actually received by the Library Foundation or the City for such purpose.

1.04. Debt Limitation. The Council has determined that the issuance of general obligation bonds up to the total aggregate amount of Sixteen Million Six Hundred Ninety Thousand And No/100 Dollars (\$16,690,000.00) will not cause the City to exceed its general statutory indebtedness limitation, which for the fiscal year ending June 30, 2011 is calculated to be \$106,233,829.

1.05. Mills. If approved by the voters, there will be a levy of additional mills over a period of 20 years as may be required to pay the principal of and interest on up to \$16,690,000 general obligation bonds for the new public library. Based on the current taxable valuation of the City, it is estimated that 7.66 additional mills per year would be needed to pay the principal of and interest on the general obligation bonds over a 20 year period, assuming a 4.056% interest rate.

1.06. Election. The Council has determined there should be submitted to the electors of the City qualified to vote at bond elections the question of whether the Council shall be authorized to issue and sell general obligation bonds of the City in order to obtain funds for the new public library, paying costs associated with the sale and issuance of the bonds, and authorizing the levy of additional mills over the City Charter limit in an amount sufficient to pay principal of and interest on the general obligation bonds.

1.07. Bonds. It is the judgment of the Council that the aggregate sum of up to Sixteen Million Six Hundred Ninety Thousand And No/100 Dollars (\$16,690,000.00) in general obligation bonds will be necessary to carry out the purposes set forth above. It is also the judgment and determination of the Council that such general obligation bonds will be payable during a term not to exceed twenty (20) years.

Section 2. Calling of the Election. The City Council hereby calls and directs a special City election to be held on November 8, 2011, to be conducted in accordance with the provisions of Title 13, Chapter 19, Parts 1-3, Montana Code Annotated (the "Mail Ballot Act"), for the purpose of voting on the following question:

Shall the City Council (the "Council") of the City of Billings, Montana (the "City") be authorized to issue and sell general obligation bonds of the City in one or more series in the amount of up to Sixteen Million Six Hundred Ninety Thousand And No/100 Dollars (\$16,690,000.00), bearing interest at a rate or rates to be determined by the Council and payable during a term not to exceed twenty (20) years for the purpose of paying costs of designing, constructing and equipping a new library building in replacement of the Billings Public Library, related improvements, and costs associated with the sale and issuance of the bonds; and authorizing the levy of additional mills over the City Charter limit in an amount sufficient to pay principal of and interest on the bonds?

Section 3. Conduct of Election. All qualified electors of the City shall be entitled to vote at the bond election. The City Clerk is hereby authorized and directed to give notice of the call

and details of this election to the Yellowstone County Election Administrator at least 70 days before the election. The Yellowstone County Election Administrator is requested to give notice of the close of registration and thereafter prepare printed lists of the qualified electors in the City entitled to vote in the election in the City and to conduct the election in the form and manner prescribed by law and consistent with the Mail Ballot Plan, as follows:

The election will be conducted solely by mail ballot. Ballots will be mailed to all eligible registered voters in the City on October 19, 2011, and must be returned by each voter, to the Yellowstone County Election Administrator's Office by mail or in person to the Yellowstone County Election Administrator, Yellowstone County, 217 North 27th, Billings, Montana 59107, during regular business hours (8:00 a.m. to 5:00 p.m.), weekdays, October 20, 2011 through November 7, 2011.

On Election Day, November 8, 2011, the only place for deposit of voted ballots will be the office of the Yellowstone County Election Administrator at the Yellowstone County Election Department, 217 North 27th, Billings, Montana, which will be open from 8:00 a.m. to 8:00 p.m., and all ballots must be in that office by 8:00 p.m. on that day in order to be counted. All ballots will be tallied in the office of the Yellowstone County Election Administrator after 8:00 p.m. on November 8, 2011.

A qualified voter who will be absent from the City during the time the election is being conducted may:

(a) vote in person in the office of the Yellowstone County Election Administrator as soon as the ballots are available and until noon on October 18, 2011; or

(b) make a written request prior to noon on October 18, 2011, signed by the applicant and addressed to the office of the Yellowstone County Election Administrator, that the ballot be mailed to an address other than that which appears on the registration records. All ballots to be mailed will be mailed no later than October 19, 2011.

An elector may obtain a replacement ballot if his ballot is destroyed, spoiled, lost, or not received by the elector by personally appearing at the office of the Yellowstone County Election Administrator and by:

(a) signing an affidavit form stating the reason for the request for replacement; and

(b) if the reason given for replacement is "spoiled ballot," by returning the spoiled ballot to the office of the Yellowstone County Election Administrator.

Section 4. Notice of Election. The City Clerk is hereby authorized and requested to cause notice of the call and holding of the election to be given by publishing notice at least once a week for the three consecutive weeks before the election in the *Billings Times*, a newspaper of general circulation in Yellowstone County. The notice of election as published shall read substantially as shown on Exhibit A hereto (which is incorporated by reference and made a part hereof).

Section 5. Form of Ballot. The ballot shall be printed in substantially the following form:

OFFICIAL BALLOT
CITY OF BILLINGS, MONTANA
GENERAL OBLIGATION BOND ELECTION
NOVEMBER 8, 2011

INSTRUCTIONS TO VOTERS: Make an X or similar mark in the vacant square before the words "GENERAL OBLIGATION BONDS--YES" if you wish to vote for the bond issue; if you are opposed to the bond issue, make an X or similar mark in the square before the words "GENERAL OBLIGATION BONDS--NO".

Shall the City Council (the "Council") of the City of Billings, Montana (the "City") be authorized to issue and sell general obligation bonds of the City in one or more series in the amount of up to Sixteen Million Six Hundred Ninety Thousand And No/100 Dollars (\$16,690,000.00), bearing interest at a rate or rates to be determined by the Council and payable during a term not to exceed twenty (20) years for the purpose of paying costs of designing, constructing and equipping a new library building in replacement of the Billings Public Library, related improvements, and costs associated with the sale and issuance of the bond; and authorizing the levy of additional mills over the City Charter limit in an amount sufficient to pay principal of and interest on the bonds?

☐ GENERAL OBLIGATION BONDS — YES

☐ GENERAL OBLIGATION BONDS — NO

Section 6. Notice to County Election Administrator. A copy of this Resolution will be provided to the Yellowstone County Election Administrator as soon as possible after its adoption and approval in order to inform him of the details of the election and the pertinent requests and authorizations as to the conduct of the election.

PASSED by the City Council of Billings, Montana, this 27th day of June, 2011.

CITY OF BILLINGS, MONTANA

Mayor

Attest: _____
City Clerk

(SEAL)

EXHIBIT A

NOTICE OF GENERAL OBLIGATION BOND ELECTION

City of Billings, Montana

November 8, 2011

NOTICE IS HEREBY GIVEN by the City Council (the "Council") of the City of Billings, Montana (the "City"), that pursuant to a certain resolution duly adopted at a regular meeting of the Council on June 27, 2011, a special city election of the registered voters of the City will be held on November 8, 2011, conducted by mail ballot, for the purpose of voting on the following question:

Shall the City Council (the "Council") of the City of Billings, Montana (the "City") be authorized to issue and sell general obligation bonds of the City in one or more series in the amount of up to Sixteen Million Six Hundred Ninety Thousand And No/100 Dollars (\$16,690,000.00), bearing interest at a rate or rates to be determined by the Council and payable during a term not to exceed twenty (20) years for the purpose of paying costs of designing, constructing and equipping a new library building in replacement of the Billings Public Library, related improvements, and costs associated with the sale and issuance of the bonds; and authorizing the levy of additional mills over the City Charter limit in an amount sufficient to pay principal of and interest on the bonds?

The election will be conducted solely by mail ballot. Ballots will be mailed to all eligible registered voters in the City on October 19, 2011, and must be returned by each voter, to the Yellowstone County Election Administrator's Office by mail or in person to the Yellowstone County Election Administrator, Yellowstone County, 217 North 27th, Billings, Montana 59107, during regular business hours (8:00 a.m. to 5:00 p.m.), weekdays, October 20, 2011 through November 7, 2011.

On Election Day, November 8, 2011, the only place for deposit of voted ballots will be the office of the Yellowstone County Election Administrator at the Yellowstone County Election Department, 217 North 27th, Billings, Montana, which will be open from 8:00 a.m. to 8:00 p.m., and all ballots must be in that office by 8:00 p.m. on that day in order to be counted. All ballots will be tallied in the office of the Yellowstone County Election Administrator after 8:00 p.m. on November 8, 2011.

A qualified voter who will be absent from the City during the time the election is being conducted may:

(a) vote in person in the office of the Yellowstone County Election Administrator as soon as the ballots are available and until noon on October 18, 2011; or

(b) make a written request prior to noon on October 18, 2011, signed by the applicant and addressed to the office of the Yellowstone County Election Administrator, that the ballot be mailed to an address other than that which appears on the registration records. All ballots to be mailed will be mailed no later than October 19, 2011.

An elector may obtain a replacement ballot if his ballot is destroyed, spoiled, lost, or not received by the elector by personally appearing at the office of the Yellowstone County Election Administrator and by:

(a) signing an affidavit form stating the reason for the request for replacement; and

(b) if the reason given for replacement is “spoiled ballot,” by returning the spoiled ballot to the office of the Yellowstone County Election Administrator.

DATED this 27th day of June, 2011.

City Clerk

Publish: September 22, 2011
 September 29, 2011
 October 6, 2011

Regular City Council Meeting

Date: 06/27/2011

TITLE: Fourth Quarter Budget Amendment for Fiscal Year 2010/2011

PRESENTED BY: Patrick M. Weber

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Fourth Quarter Budget amendments for Fiscal year 2010/2011 are requested for the following:

The General Fund-Parks, Recreation and Public Lands requests a budget amendment to remove large rocks along the Rimrocks. Reserves will be used to fund this expenditure.

The General Fund-Municipal Court and Municipal Court Grant-DUI Court Grant are requesting a transfer from the General Fund to pay for DUI Treatment Court expenses spent in excess of grant funding. Reserves will be used to fund this expenditure.

The North 27th Tax Increment Operating Fund and the Parking Fund have purchased land to build a parking garage along Montana Avenue and North 27th Street. The purchases are from tax increment receipts and Parking Fund reserves. A budget amendment is also needed to pay for the railroad quiet zone maintenance. Tax increment receipts will be used to fund this expenditure.

The East Tax Increment Operating Fund granted improvement grants to district property owners. These grants will use accumulated tax increment receipts.

The Aquatic Facilities Construction Fund, Series 2000 Parks Improvements Fund, and Parks Programs-Parkland Sales Fund are requesting a budget amendment as the recreation department has contracted to replace the Rose Park pool liner. Reserves from these Funds will be used to pay for the liner.

The Parks Program-Park Acquisition & Development Fund is requesting a budget amendment to transfer additional revenues received from the Melencamp/Dylan Concert that were not already transferred from the Parks Program Fund to the General Fund since these revenues are in no way restricted in their use.

The Parks Maintenance District Fund will need additional budget authority for special assessments and ground maintenance expense. These expenses will use reserves.

The City County Planning Fund needs additional budget authority in various operations and maintenance accounts. Higher than budgeted professional and consultant services were related to the Infill Workshop. Contributions of \$10,580 were received to help pay the cost of the Infill workshop.

The Gas Tax Fund is requesting a budget amendment for additional costs of the Bench and Paver Program. The Bench costs will be paid for with additional State reimbursements and the PAVER Program will use reserves.

The Storm Sewer Fund is requesting a budget amendment for costs associated with installation of a BBWA culvert. The costs will be financed using fund reserves.

The Street and Traffic Fund is requesting a budget amendment for vehicle parts to pay for additional costs not anticipated. Fund reserves will be used to pay for the added costs.

The Capital Replacement Fund is requesting a budget amendment. A Community Development Department vehicle was totaled in an accident, and the cost to replace it from the Equipment Replacement Fund is \$18,390. Fund reserves will be used.

The Sidewalk and Curb District Capital Projects Fund is requesting a budget amendment for additional costs of sidewalk and curb projects. The costs will be financed with bond sales.

The Fleet Services fund is requesting a budget amendment for the BOC building addition. The contract amount was \$12,521 greater than originally budgeted. Fleet Services reserves will be used to fund this expenditure.

The Property Insurance Fund incurred more in settlements with MMIA than anticipated during the budgeting process. Fund reserves will be used to pay these additional costs.

The City's Health Insurance costs are expected to be greater than budgeted due to an increase in health claims costs as noted in the first half of the fiscal year due to large individual claims of \$1,365,000 and an increase in incurred but not reported estimated at \$135,000. Fund reserves will be used.

ALTERNATIVES ANALYZED

The Council may: Approve the requested budget amendments; or Not approve the request budget amendments.

FINANCIAL IMPACT

The requested budget amendments will be funded by additional revenues or reserves as indicated in the staff report and attachment.

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and approve the resolution approving and adopting the budget amendments for Fiscal Year 2010/2011.

APPROVED BY CITY ADMINISTRATOR

Attachments

Exhibit A

Attachment A

EXHIBIT A

Revenue Expenditure

Fund 010 - General Fund, Parks, Recreation and Public Lands

The Parks Department contracted to remove large rocks posing a significant danger to home owners along the Rimrocks.

010-5112-452	3990	139,225	Contract Services
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Fund 248 - Municipal Court Grants-DUI Court Grant & Fund 010-1212 General Fund-Municipal Court

The DUI Court Grant is requesting a transfer from the General Fund to pay for DUI Treatment Court expenses spent in excess of grant funding.

010-1212-412	8225	20,000	Transfer Out
248-1263-383	7514	20,000	Transfer In

Fund 203 - North 27th Tax Increment Operating Fund, Fund 521 - Parking Fund

The North 27th Tax Increment Operating Fund and the Parking Fund purchased land to build a parking garage along Montana Avenue and North 27th Street. Also a budget amendment is needed to pay for the railroad quiet zone maintenance.

203-1513-466	9120	1,939,206	Land purchase
521-1521-493	9120	491,307	Land purchase
203-1513-466	3547	10,000	Quiet Zone Maintenance

Fund 201 - East Tax Increment Operating Fund

The East Tax Increment Operating Fund gave improvement grants to district property owners for improvements. These grants will use accumulated tax increment receipts.

201-1507-466	3590	15,000	Other Professional Services
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Fund 491 - Aquatic Facilities Construction Fund, Fund 490 - Series 2000 Parks Improvements Fund, and Fund 771 - Park Programs-Parkland Sales Fund

The Recreation Department has contracted to replace the pool liner.

491-5162-451	3590	34,000	Pool Liner contract to be shared w/other funds.
490-5161-452	3660	35,000	Pool Liner contract to be shared w/other funds.
771-5165-452	3650	45,000	Pool Liner contract to be shared w/other funds.

Fund 769 - Park Programs-Park Acquisition & Development Fund

During the 1st quarter of FY2011, \$6,350 was transferred to the Dehler Park Maintenance Fund from the Parks Acquisition Fund for revenues received from the Melencamp/Dylan Concert. There were additional revenues of \$2,664 received from the concert that need budget authority to transfer to the General Fund from the Parks Acquisition Fund.

769-5186-451	8225	2,664	Melencamp/Dylan Concert revenues
010-1511-383	7514	2,664	Melencamp/Dylan Concert revenues

Fund 872 - Park Maintenance District Fund

The PMD fund will need additional budget authority for special assessments and ground maintenance charges.

872-5198-452	5410	7,500	Special Assessment charges
872-5198-452	5410	15,000	Ground Maintenance

Fund 240 - City County Planning Fund

The City County Planning Fund will need additional budget authority in the following O&M accounts. The professional and consultant services were overages related to the Infill Workshop. Contributions of \$10,580 were received to help pay the cost of the Infill Workshop.

240-4301-419	2190		200	Office Supplies
240-4301-419	3240		280	Duplication Expense
240-4301-419	3310		200	Publication of Notices
240-4301-419	3824		2,020	Prof. Development Services
240-4301-419	3560		7,466	Consultant Services
240-4301-365	6630	10,580		Contributions

Fund 205 - Gas Tax Fund

Public Works is requesting a budget amendment for additional costs of the Bench and PAVER Program. The Bench costs will be paid for with additional State reimbursements and the PAVER Program will use reserves.

205-3131-433	9310		318,528	Bench project
205-3131-335	2131	318,528		State reimbursements
205-3131-433	9470		146,472	PAVER program

Fund 840 - Storm Sewer Fund

Public Works is requesting a budget amendment for costs associated with installation of a BBWA culvert. The costs will be financed using fund reserves.

840-3184-431	9310		70,000	BBWA culvert
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Fund 211 - Street and Traffic Fund

Public works is requesting a budget amendment for vehicle parts to pay for additional costs not anticipated. Fund reserves will be used to pay for the added costs.

211-3132-433	2320		100,000	Vehicle parts
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Fund 640 - Capital Replacement Fund

The Community Development Department had a vehicle that was totaled in an accident. The cost to replace the vehicle from the Equipment Replacement Fund is \$18,390.

640-6591-465	9440		18,390	Replacement-Comm Dev Dodge Neon.
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Fund 434 - Sidewalk and Curb District Capital Projects Fund

Public Works is requesting a budget amendment for additional costs of sidewalk and curb projects. The costs will be financed with bond sales.

434-3165-431	9311		50,000	Curb, gutter, and sidewalk program
434-3165-381	6810	50,000		Bond sales

Fund 601 - Fleet Services Fund

Fleet Services is requesting a budget amendment for the BOC building addition. The contract amount was \$12,521 greater than originally budgeted. Fleet Services reserves will be used to fund this expenditure.

601-1550-481	9250		12,521	
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Fund 630 - Property Insurance Fund

The Property Insurance Fund incurred more in settlements with MMIA than anticipated during the budgeting process. Fund reserves will be used to pay these additional costs.

630-1753-485	7311		100,000	Awards, Indemnities, Liability Costs
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Fund 627 - City Health Benefits Fund

The City's Health Insurance costs are expected to be greater than budgeted due to an increase in health claims costs. Fund reserves will be used to pay these additional costs.

627-1752-417	1430		1,500,000	Health Claims
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RESOLUTION 11-

A RESOLUTION TO MAKE **FISCAL YEAR 2010/2011** ADJUSTMENTS TO APPROPRIATIONS PURSUANT TO M.C.A. 7-6-4006 AS AMENDED, AND PROVIDING TRANSFERS AND REVISIONS WITHIN THE GENERAL CLASS OF SALARIES AND WAGES, MAINTENANCE AND SUPPORT AND CAPITAL OUTLAY.

WHEREAS, M.C.A. 7-6-4006 provides that the City Council, upon proper resolution, adopted by said Council at a regular meeting and entered into its Minutes, may transfer or revise appropriations within the general class of salaries and wages, maintenance and support, and capital outlay, and

WHEREAS, based upon a Budget Review (**FY 2010/2011**), it is necessary to alter and change said appropriations.

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

That the attached transfers or revisions are hereby adopted.

(SEE EXHIBIT A)

PASSED AND APPROVED by the City Council, this 27th day of June, 2011.

THE CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Cari Martin, CITY CLERK

Regular City Council Meeting

Date: 06/27/2011

TITLE: Resolution Approving and Adopting FY12 Budget

PRESENTED BY: Tina Volek

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

This resolution provides for the formal adoption of the budget. The proposed budget has been available for review since May 2, 2011. Five (5) public presentations have been made regarding the proposed budget and the Council committed approximately 12 hours for this review. Section 2 of this resolution allows the City Administrator to amend this budget for Debt Service Funds, Federal and State Grants, Special Assessment and donations accepted and approved by the City Council. The City Council authorizes issuing debt and accepts grants and donations, other than donations which are handled per administrative order. Council approved budget amendments to allow these expenditures is therefore redundant. This delegation of authority is allowed by State Statutes. A public hearing was advertised in The Billings Times on May 26 and June 2, and the public hearing was held on June 13, 2011.

ALTERNATIVES ANALYZED

The Council held a public hearing on June 13th and now may:

- Approve the resolution; or
- Not approve the resolution;
- Delay adoption of the resolution

FINANCIAL IMPACT

The resolution sets the spending limits for all City Funds. Amendments during the year are accomplished in exactly the same way as the original adoption, with the few exceptions noted in the resolution. The total budget for FY 2012 is \$239,621,466.

RECOMMENDATION

Staff recommends that City Council approve the resolution approving and adopting the budget for the City of Billings for fiscal year 2011-2012.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution

Exhibit A

AGENDA ITEM:

Attachment A



RESOLUTION NO. _____

**A RESOLUTION APPROVING AND ADOPTING THE BUDGET FOR
THE CITY OF BILLINGS, MONTANA FOR FISCAL YEAR 2011-2012**

WHEREAS, the City Administrator of the City of Billings has regularly and lawfully submitted to the City Council of the City of Billings, Montana, the budget for Fiscal Year 2011-2012; and

WHEREAS, the proper notice was published stating that said City Council has completed the PRELIMINARY MUNICIPAL BUDGET for said Fiscal Year, and that said budget has been placed on file and is open to inspection in the office of the City Clerk; and that said City Council would meet for the purpose of annually determining, approving and adopting the budget, and any taxpayer might appear and be heard.

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

Section 1: That the Revenue Budget for Fiscal year 2011-2012, as detailed in the Budget Report, and as amended by the City Council, and the Expenditure Budget for Fiscal year 2011-2012 as detailed in the budget report and as amended by the City Council and further detailed on EXHIBIT "A", be, and the same is hereby finally determined, approved, and adopted.

Section 2: That the City Administrator is authorized to amend this budget for the expenditure of additional funds from the following: Debt Service Funds, Federal, State Grants, special assessments and donations accepted and approved by the City Council.

PASSED AND APPROVED by the City Council this 27th day of June, 2011.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, Mayor

ATTEST:

BY: _____
Cari Martin, City Clerk

Exhibit A

<u>Fund/Department</u>	<u>Original Proposal</u>	<u>Additions 6/27/2011</u>	<u>Deletions 6/27/2011</u>	<u>Final Budget</u>
General Operating Fund:				
Mayor & City Council	268,790			268,790
City Administrator	632,454			632,454
Human Resources	634,185		32,000	602,185
City Attorney	1,256,947	7,402		1,264,349
Municipal Court	1,152,566			1,152,566
Finance	1,256,125			1,256,125
Code Enforcement	246,580			246,580
Parks, Recreation & Public Lands	4,001,188			4,001,188
Non-Departmental	20,214,123			20,214,123
Council Contingency	65,000			65,000
Total General Fund	29,727,958	7,402	32,000	29,703,360
Public Safety Fund:				
Police	19,154,064	139,200		19,293,264
Fire	14,612,986			14,612,986
Total Public Safety Fund	33,767,050	139,200	-	33,906,250
Special Revenue Fund:				
Miller Crossing Tax Increment	340,000			340,000
South Tax Increment	124,684	47,216		171,900
East Tax Increment	17,990	47,216		65,206
Downtown Tax Increment	-			-
North 27th Street Tax Increment	1,858,770	50,900		1,909,670
Street Gas Tax	2,366,421			2,366,421
Building Inspection	1,470,920		37,850	1,433,070
Transportation Enhancement	179,564			179,564
Street & Traffic Operating	7,178,237			7,178,237
Fire Programs	85,319			85,319
EOC 9-1-1 Grant	738,670			738,670
City/County Planning	1,204,579	82,181		1,286,760
City Attorney Grants	253,952		10,932	243,020
Municipal Court Grants	377,986		31,103	346,883
Administration Grants	-			-
Police Programs	926,366			926,366
City County Library	3,265,184	117,200		3,382,384
Development Services Grants	1,665,799			1,665,799
Park Programs	405,741			405,741
Downtown Revolving Loan Program	1,682,100			1,682,100
Cemetery Improvement	10,000			10,000
Trail/Bike Path Donations	49,000			49,000
Animal Shelter Donations	41,748			41,748
Street Maint. Districts	5,318,631			5,318,631
Fire Hydrant	1,988,850			1,988,850
Street Light Districts	2,090,213			2,090,213
Storm Sewer Operating	3,600,151			3,600,151
Park Maintenance District	765,601			765,601
Arterial Street Fees Operating	2,005,564			2,005,564
Amend Park	1,677			1,677
Ballfield Stadium Donations	10,682			10,682
Total Special Revenue Fund	40,024,399	344,713	79,885	40,289,227

<u>Fund/Department</u>	<u>Original Proposal</u>	<u>Additions 6/27/2011</u>	<u>Deletions 6/27/2011</u>	<u>Final Budget</u>
Debt Service Fund:				
Special Improvement Debt	2,498,200			2,498,200
Series 2010 Parks Debt	130,903			130,903
Series 2004A Street Debt	367,245			367,245
Storm Sewer Debt	201,399			201,399
Sidewalk, Curb & Gutter Debt	440,550			440,550
Series 2007A Baseball	817,312			817,312
Field/Stadium Debt				
Series 2007B Baseball	221,589			221,589
Field/Stadium Debt				
Total Debt Service Fund	4,677,198	-	-	4,677,198
Capital Projects Fund:				
Urban Renewal Land Development	75,146			75,146
Sidewalk Construction	253,807			253,807
Special Improvement Districts	1,814,786			1,814,786
Capital Replacement	905,266	232,800		1,138,066
New Library Construction Fund	18,384,000			18,384,000
Total Capital Project Fund	21,433,005	232,800	-	21,665,805
Enterprise Fund:				
Water	33,001,224			33,001,224
Wastewater	15,393,837			15,393,837
Parking	9,100,179			9,100,179
Solid Waste	11,535,118			11,535,118
Airport	12,011,099			12,011,099
Transit	5,230,887			5,230,887
Total Enterprise Fund	86,272,344	-	-	86,272,344
Internal Service Fund:				
Fleet Services	1,455,235			1,455,235
Central Services	114,670			114,670
Information Resources	2,012,743			2,012,743
City Health Benefits	12,028,244			12,028,244
Central Telephone	389,381			389,381
Radio Communications	493,462			493,462
Property Insurance	1,939,346			1,939,346
Facilities Management	1,565,248			1,565,248
Public Works Administration	932,888			932,888
Public Works Engineering	2,286,143			2,286,143
Total Internal Service Fund	23,217,360	-	-	23,217,360
Permanent Fund				
Cemetery Perpetual Care	4,110			4,110
Total Permanent Fund	4,110	-	-	4,110
Total All Funds	239,123,424	724,115	111,885	239,735,654

Regular City Council Meeting

Date: 06/27/2011

TITLE: Resolutions Setting Annual Assessments for Fiscal Year 2012

PRESENTED BY: Tina Volek

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

A public hearing was held on June 13, 2011, and City Council delayed action until June 27, 2011. The following annual assessment resolutions have been completed by the Finance Division and the assessments are ready to be spread on the tax files.

Park Maintenance District	
Light Maintenance District	
Fire Hydrant Maintenance	
Street Maintenance	
Storm Sewer	
Business Improvement District	
Tourism Business Improvement District	
Mill Levy Rates for General, Transit, Library, PSI	

These assessments are listed as sub items under one agenda item. One public hearing where anyone could speak about any of the assessments was held on June 13, 2011. The Council will need to take action on each individual assessment. All assessments take a majority vote.

ALTERNATIVES ANALYZED

The Council may:

- Approve the resolutions; or
- Not approve the resolutions,

FINANCIAL IMPACT

Park maintenance districts and light maintenance districts rates are calculated by estimating the expenses for maintenance and recovering actual expenditures. Street Maintenance District 1 fees will increase by 2.5%, and the average residential Street Maintenance District 2 fees will increase by \$13.12 for FY12. Storm sewer Fees will increase by 2.5 % for FY 2012. There is no change in the TBID rate per occupied Hotel/Motel room per night. The fire hydrant maintenance fee will decrease for fiscal year 2012. The original BID assessment has had no rate increase for FY 2012; and the expanded BID assessment for safety services is new for fiscal year 2012. There are no mill increases for FY 2012 for General, Transit, Library, and Public Safety I.

RECOMMENDATION

Staff recommends that the City Council approve each individual resolution.

APPROVED BY CITY ADMINISTRATOR

Attachments

Park Maintenance District Resolution

SILMD Maintenance Resolution

Fire Hydrant Maintenance Resolution

Street Maintenance Resolution

Storm Sewer Resolution

BID Resolution

TBID Resolution

Mill Levy Resolution

RESOLUTION 11- _____

A RESOLUTION LEVYING AND ASSESSING ALL PROPERTY WITHIN PARK MAINTENANCE DISTRICTS AN AMOUNT EQUAL TO THE COST OF MAINTAINING THE IMPROVEMENTS IN SAID PARK MAINTENANCE DISTRICTS WITHIN THE CITY OF BILLINGS, PROVIDING FOR NOTICE, HEARING AND FINAL ADOPTION.

WHEREAS, certain Park Maintenance Districts within the City have been created and constructed, and

WHEREAS, certain improvements within those Park Maintenance Districts require maintenance, and

WHEREAS, M.C.A. Section 7-12-4162 provides that the City may levy and assess the costs of maintenance against said districts.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, AS FOLLOWS:

1. MAINTENANCE OF IMPROVEMENTS. Certain improvements including trees, shrubs, grass and care thereof require maintenance with certain Park Maintenance Districts.

2. MAINTENANCE DISTRICT BOUNDARIES. The boundaries of the park maintenance districts are established by resolution and are on file in the City Clerk's office.

3. ASSESSMENT METHOD. The entire maintenance costs shall be assessed against the entire district, each lot or parcel of land within said district to be assessed for that part of the whole costs which its area bears to the area of the entire district exclusive of streets, avenues, alleys and public places all as provided in M.C.A. Section 7-12-4162.

4. COST OF MAINTENANCE. The City Council estimates that the cost of maintenance for the fiscal year 2012 for the following Park Maintenance Districts is:

<u>PMD Name</u>	<u>Number</u>	<u>FY 2012</u>
<u>Rate</u>		
Harvest	684001	.038086 sq/ft
Olympic	684002	.027815 sq/ft
Parkland West	684003	.011848 sq/ft
Kiwanis/Durland	684004	.014562 sq/ft
High Sierra	684005	.004059 sq/ft
Forest Park	684006	.003486 sq/ft

Woodland Estates	684007	.009418 sq/ft
Terra West	684008	.014598 sq/ft
Aspen Grove	684009	.012524 sq/ft
Lakeview Drain	684010	.001670 sq/ft
Montana Avenue	684011	.070464 sq/ft
Country Manor	684012	.006371 sq/ft
Broadway/City Hall	684013	.058637 sq/ft
Rush/Shiloh Point	684014	.006250 sq/ft
Howard heights	684015	.003993 sq/ft
Mission United (West end Bike Trail)	684016	.006093 sq/ft
South Gate	684017	.006052 sq/ft
Frances Park	684018	60.12 per lot
Rolling Hills (Silver Spur Trail)	684019	219.26 per lot
Dokken (Town and Country)	684020	460.00 per lot
Lutheran Park	684022	87.50 per lot
Rimrock West	684023	143.00 per lot
Walden Grove	684024	.021794 sq/ft
Rehberg Ranch	684025	.012237 sq/ft
Uinta and Twin Oaks	684026	145.35 per lot
Ironwood	684027	.010757 sq/ft
Vintage Estates	684028	17.50 per lot
Cottonwood	684029	.001830 sq/ft
Kings Green	684030	209.00 per lot
Copper Ridge	684031	569.62 per lot
Riverfront Pointe	684032	28.38 per lot
Falcon Ridge	684033	120.00 per lot
Josephine Crossing	684036	.003893 sq/ft
Terra West Entrance	684038	77.36 per lot

5. DISPOSITION OF COLLECTIONS. The monies collected from the tax shall be paid into the respective Park Maintenance Funds.

6. NOTICE OF HEARING. On Monday, June 27, 2011, at 6:30 o'clock p.m., or as soon thereafter as the matter may be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council will hear objections to the adoption of this resolution. The City Clerk is hereby directed to publish notice thereof twice, at least five (5) days prior to the hearing, in the Billings Times.

7. EFFECTIVE DATE. This Resolution shall be effective upon adoption.

The foregoing Resolution No. _____ was ADOPTED by the City Council and APPROVED on the 27th day of June, 2011.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Cari Martin, CITY CLERK

RESOLUTION 11 - _____

A RESOLUTION LEVYING AND ASSESSING PROPERTY IN
SPECIAL IMPROVEMENT LIGHTING MAINTENANCE DISTRICTS
OF THE CITY OF BILLINGS, PROVIDING FOR NOTICE, HEARING
AND ADOPTION.

WHEREAS, certain lighting maintenance districts have been created within the City of Billings, and

WHEREAS, State Law provides for assessing the costs of maintaining lights and furnishing electrical current annually within these lighting maintenance districts; and

WHEREAS, Section 7-12-4332, M.C.A. provides that the City shall pass a resolution levying and assessing maintenance costs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, AS FOLLOWS:

1. DISTRICTS AND ASSESSMENTS. The lighting maintenance districts and assessments to defray one hundred percent (100%) of all the costs of maintenance and lighting are hereby levied and assessed as listed on EXHIBIT "A" attached hereto, and by this reference, said exhibit is made a part hereof.

2. PERIOD OF ASSESSMENT. That said assessment is to defray costs for the fiscal year 2012 (July 1, 2011 through June 30, 2012).

3. DISPOSITION OF COLLECTIONS. That the assessments as collected shall be placed in the respective lighting maintenance funds and shall be used to defray the costs of maintenance and lighting as provided by law.

4. NOTICE OF HEARING. On Monday, **June 27, 2011**, at 6:30 o'clock p.m., or as soon thereafter as the matter may be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council will hear objections to the adoption of this resolution. The City Clerk is hereby directed to publish notice thereof twice, at least five (5) days prior to the hearing, in the Billings Times.

5. EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 27th day of June 2011.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Cari Martin, CITY CLERK

Exhibit A

District Number	FY 12 Assessment
8	\$6,000
9	\$6,500
10	\$20,000
13	\$140,000
14	\$70,000
17	\$16,100
18	\$4,700
95	\$10,500
97	\$161,350
99	\$17,000
100	\$27,800
107	\$19,000
109	\$47,500
113	\$6,600
114	\$10,000
115	\$2,300
116	\$6,100
117	\$41,000
118	\$3,000
119	\$2,000
121	\$26,700
122	\$2,300
123	\$3,450
124	\$10,300
125	\$4,000
126	\$2,200
127	\$7,750
128	\$5,220
129	\$3,500
130	\$1,800
131	\$9,260
133	\$2,900
134	\$6,100
135	\$5,760
136	\$5,100
137	\$4,330
138	\$8,050
139	\$2,650
143	\$6,140
144	\$290
145	\$5,100
146	\$3,970

147	\$5,030
149	\$24,000
150	\$8,050
151	\$6,840
District Number	FY 12 Assessment
152	\$53,000
153	\$6,050
154	\$13,400
155	\$5,200
157	\$10,000
158	\$8,550
159	\$11,400
160	\$7,550
161	\$11,750
162	\$700
163	\$17,100
164	\$4,000
165	\$9,530
167	\$2,530
171	\$6,220
172	\$6,010
173	\$12,550
174	\$10,870
175	\$3,820
176	\$500
178	\$2,720
179	\$5,800
180	\$3,950
181	\$18,500
182	\$6,260
183	\$12,900
184	\$4,230
185	\$1,670
186	\$26,000
187	\$2,900
188	\$3,040
189	\$2,610
190	\$13,400
191	\$4,500
192	\$3,320
193	\$8,370
194	\$6,300
195	\$6,000
196	\$2,000

197	\$1,650
198	\$1,200
200	\$2,460
201	\$5,500
202	\$12,300
203	\$400
204	\$11,000
205	\$480
District Number	FY 12 Assessment
206	\$3,580
207	\$4,440
208	\$7,200
209	\$5,880
210	\$2,100
211	\$3,000
212	\$3,200
213	\$1,400
214	\$4,990
216	\$1,520
217	\$6,800
220	\$5,400
221	\$115
222	\$1,850
223	\$3,000
224	\$19,280
225	\$8,900
226	\$8,500
227	\$10,000
228	\$8,640
229	\$4,300
230	\$10,430
231	\$6,070
232	\$28,500
233	\$15,000
234	\$7,000
235	\$8,800
236	\$2,400
237	\$4,200
238	\$190
239	\$990
240	\$5,900
241	\$6,380
242	\$850
244	\$1,140

245	\$850
246	\$3,450
247	\$12,160
248	\$26,500
249	\$30,000
250	\$3,300
251	\$44,900
252	\$5,860
253	\$22,100
254	\$3,600
255	\$3,700
257	\$13,000
District Number	FY 12 Assessment
258	\$33,500
259	\$27,000
261	\$5,150
262	\$38,000
263	\$13,500
264	\$2,500
265	\$3,100
266	\$600
269	\$0
270	\$7,700
271	\$7,400
272	\$33,300
273	\$1,900
274	\$970
276	\$6,500
277	\$9,700
278	\$3,500
279	\$640
280	\$10,200
281	\$4,000
283	\$5,000
285	\$4,000
286	\$2,630
287	\$2,800
288	\$24,000
289	\$3,900
290	\$950
292	\$6,950
293	\$2,710
294	\$5,400
295	\$1,240

296	\$15,500
297	\$2,400
298	\$2,100
299	\$4,400
300	\$3,300
301	\$17,000
302	\$3,500
305	\$16,000
306	\$5,500
307	\$60,000
308	\$3,300
309	\$10,500
320	\$1,600
Total	\$1,953,635

RESOLUTION 11- _____

A RESOLUTION LEVYING AND ASSESSING PROPERTIES
WITHIN THE CITY OF BILLINGS THE PROPERTY SAFETY
WATER SUPPLY SERVICE CHARGE, PROVIDING FOR
NOTICE, HEARING AND ADOPTION.

WHEREAS, Billings, Montana City Code provides for assessment for property safety water supply service charge annually; and

WHEREAS, said Billings, Montana City Code provides that the City Council shall fix, levy, and assess said charge on or before the second Monday in August.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, AS FOLLOWS:

1. SERVICE CHARGE FOR FISCAL YEAR 2012. The Property Safety Water Supply Service Charge for the fiscal year 2012 is hereby fixed, levied and assessed against each and every parcel of real and personal property within the City. Each parcel shall pay to the City that portion of the total Property Safety Water Supply Service Charge imposed annually as hereinafter provided, as the total taxable value of each parcel bears to the total taxable value within the City. The assessment is **\$0.007176** per taxable value dollar, provided, however:

- (a) Parcels of real property which have no taxable value shall pay an annual charge of \$20.00 per parcel.
- (b) All parcels having taxable value shall pay at least a minimum annual charge of \$1.00 per parcel.

2. NOTICE OF HEARING. On Monday, June 27th, 2011 at 6:30 o'clock p.m., or as soon thereafter as the matter may be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council will hear objections to the adoption of this resolution. The City Clerk is hereby directed to publish notice thereof twice, at least five (5) days prior to the hearing, in the Billings Times.

3. EFFECTIVE DATE. This resolution shall be effective upon adoption.
ADOPTED and APPROVED by the City Council on the 27th day of June, 2011.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Cari Martin, CITY CLERK

RESOLUTION 11-_____

A RESOLUTION LEVYING AND ASSESSING STREET MAINTENANCE DISTRICT FEES FOR PROPERTIES WITHIN STREET MAINTENANCE DISTRICTS IN THE CITY OF BILLINGS, PROVIDING FOR NOTICE, HEARING AND ADOPTION.

WHEREAS, the City, by Resolution, has defined the boundaries and established street maintenance districts as provided by State Law, and

WHEREAS, it is necessary to determine, levy and assess the properties within the districts.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, AS FOLLOWS:

1. METHOD OF ASSESSMENT. The City hereby determines that each lot or parcel of land within both Street Maintenance Districts One (1) and Two (2) shall be assessed for that portion of the whole cost which each lot or parcel of land in the respective district bears to the total area of the respective district exclusive of streets, avenues, alleys and public places.

2. ASSESSMENT DISTRICT ONE (1). Each lot or parcel within the boundaries of Street Maintenance District One (1), is hereby assessed **\$0.040861** per square foot of area for fiscal year 2012.

3. ASSESSMENT DISTRICT TWO (2). Each lot or parcel within the balance of the City, being District Two (2), is hereby assessed **\$0.007921** per square foot of area for fiscal year 2012.

4. MAXIMUM ANNUAL CHARGE. The maximum annual charge for any tract, parcel or lot which is undeveloped and unimproved shall be **\$1,100.00**.

5. LOTS AND PARCELS ASSESSED. A list which describes each lot or parcel of land assessed within the respective district, with the name of the owner thereof, and the amount levied thereon set is available as a printed document in the office of Public Works at the Billings Depot, 2224 Montana Avenue, Billings, Montana.

6. EXEMPTION. Street Maintenance District assessments shall not be paid by the City General Fund, Public Safety Fund, Library Fund or MET Transit Fund.

7. COLLECTION OF ASSESSMENTS. Said special assessments shall be placed upon the assessment rolls and collected in the same manner as other taxes.

8. NOTICE OF HEARING. On Monday, **June 27, 2011**, at 6:30 o'clock p.m., or as soon thereafter as the matter may be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council will hear objections to the adoption of this resolution.

The City Clerk is hereby directed to publish notice thereof twice, at least five (5) days prior to the hearing, in the Billings Times.

9. EFFECTIVE DATE. This resolution shall be effective upon final adoption.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 27th day of June 2011.

CITY OF BILLINGS

BY: _____
Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Cari Martin, CITY CLERK

RESOLUTION 11- _____

A RESOLUTION LEVYING AND ASSESSING STORM SEWER
FEES FOR PROPERTIES WITHIN THE CITY OF BILLINGS,
PROVIDING FOR NOTICE, HEARING AND FINAL ADOPTION

WHEREAS, under Section 7-13-4301, M.C.A, the City of Billings is authorized to construct, reconstruct, operate, and maintain a storm sewer system; and

WHEREAS, Billings, Montana City Code and Title 7, Chapter 13, Part 43 of the Montana Code Annotated authorizes the City of Billings to adjust storm sewer rates and charges to provide for the sufficient collection of revenues adequate for the payment of the reasonable expense of said system.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, AS FOLLOWS:

1. ANNUAL STORM SEWER FEE. That for the purpose of defraying the cost of upgrading, repairing and maintaining the City Storm Sewer System, an annual storm sewer fee is imposed for the fiscal year 2012, upon all lots or portions of lots as identified in the City's property tax record files. Rates are hereby levied and assessed as listed and described on EXHIBIT "A" attached hereto and by this reference said exhibit is made a part hereof.

2. EXEMPTION. Storm Sewer Fee assessments shall not be paid by the City General Fund, Public Safety Fund, Library Fund, or MET Transit Fund.

3. DISPOSITIONS OF COLLECTIONS. Monies collected from assessments shall be paid into the Municipal Storm Sewer System Fund, of Billings, Montana.

4. NOTICE OF HEARING. On Monday, **June 27, 2011**, at 6:30 o'clock p.m., or as soon thereafter as the matter may be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council will hear objections to the adoption of this resolution. The City Clerk is hereby directed to publish notice thereof twice, at least five (5) days prior to the hearing, in the Billings Times.

5. EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED and APPROVED by the City Council of the City of Billings, Montana on the 27th day of June, 2011.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Cari Martin, CITY CLERK

Exhibit A**STORM SEWER FEE**

ZONE	RATE	
VACANT	\$1,002.00	Cap
AT RATE	0.00127	per sq. ft
P	0.00215	per sq. ft
R-96	0.00376	per sq. ft
R-80	0.00409	per sq. ft
R-70	0.00432	per sq. ft
R-70R	0.00432	per sq. ft
RMH	0.00484	per sq. ft
R-50	0.00519	per sq. ft
PD	0.00592	per sq. ft
R-60	0.00647	per sq. ft
R-60R	0.00647	per sq. ft
RP	0.00701	per sq. ft
RMF-R	0.00732	per sq. ft
RMF	0.00757	per sq. ft
NC	0.00834	per sq. ft
ELC	0.00834	per sq. ft
MCPZD	0.00861	per sq. ft
CC	0.00891	per sq. ft
EGC	0.00914	per sq. ft
PZD	0.00904	per sq. ft
HC	0.00914	per sq. ft
CI	0.00973	per sq. ft
HI	0.01082	per sq. ft
CBD	0.01296	per sq. ft
ELI	0.00914	per sq. ft
EMU	0.00891	per sq. ft

RESOLUTION 11- _____

A RESOLUTION LEVYING AND ASSESSING PROPERTIES
FOR THE PURPOSE OF PROVIDING AND MAINTAINING
THE COMMON AREA IMPROVEMENTS MADE IN
DOWNTOWN, CITY OF BILLINGS, PROVIDING FOR
NOTICE, HEARING AND ADOPTION.

WHEREAS, Billings, Montana City Code provides for assessment for public improvements and maintenance, including but not limited to public sidewalk sweeping, security, public sidewalk snow removal, litter control, graffiti removal, and abatement of other services that are requested by the downtown property owners.

WHEREAS, said Billings, Montana City Code provides that the City Council shall fix, levy, and assess said charge on or before the second Monday in August.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, AS FOLLOWS:

1. SERVICE CHARGE FOR FISCAL YEAR 2012. The Business Improvement District assessment for the fiscal year 2012 is hereby fixed, levied and assessed against each and every parcel of real property within the B.I. D. Each parcel shall pay to the City that portion of the total Business Improvement District assessment imposed annually. The assessment is a calculation based on square footage, taxable market value, and building square footage. See Exhibit A

2. NOTICE OF HEARING. On Monday, June 27, 2011, at 6:30 o'clock p.m., or as soon thereafter as the matter may be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council will hear objections to the adoption of this resolution. The City Clerk is hereby directed to publish notice thereof twice, at least five (5) days prior to the hearing, in the Billings Times.

3. EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED and APPROVED by the City Council on the 27th day of June, 2011.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Cari Martin, CITY CLERK

Exhibit A

Tax Code	Total Assessment
A00001	\$94.48
A00004	\$150.00
A00005	\$75.00
A00006	\$75.00
A00007	\$150.00
A00008	\$75.00
A00009	\$75.00
A00010	\$94.48
A00011	\$126.04
A00016	\$188.96
A00041	\$126.04
A00042	\$176.42
A00042A	\$50.57
A00043	\$140.55
A00048	\$48.61
A00050	\$150.00
A00051	\$124.08
A00056	\$157.40
A00062	\$150.00
A00063	\$316.96
A00064	\$150.00
A00065	\$150.00
A00066	\$15.68
A00066A	\$78.80
A00067	\$94.48
A00068A	\$94.48
A00069	\$62.92
A00070	\$31.56
A00071	\$150.00
A00072	\$75.00
A00073	\$75.00
A00073A	\$150.00
A00073B	\$150.00
A00074	\$150.00
A00075	\$150.00
A00075B	\$150.00
A00196B	\$150.00
A00202	\$150.00
A00203	\$75.00
A00204	\$75.00
A00206	\$75.00
A00207	\$30.00
A00208	\$22.37
A00209	\$16.81

A00210	\$16.81
A00211	\$22.37
A00212	\$75.00
A00213	\$75.00
A00214	\$150.00
A00215	\$44.61
A00216	\$89.35
A00217	\$75.00
A00218	\$75.00
A00219	\$150.00
A00222	\$150.00
A00223	\$50.00
A00224	\$50.00
A00225	\$75.00
A00235	\$75.00
A00236	\$50.00
A00237M	\$0.00
A00241	\$37.50
A00242	\$150.00
A00243	\$37.50
A00244	\$37.50
A00246	\$37.50
A00247	\$150.00
A00251	\$188.96
A00252	\$150.00
A00254	\$75.00
A00255	\$75.00
A00256	\$150.00
A00257	\$150.00
A00258	\$618.72
A00260	\$452.33
A00261	\$1,646.20
A00262	\$2,149.25
A00263	\$933.74
A00264	\$4,945.41
A00269	\$982.14
A00270	\$181.27
A00271	\$10,634.36
A00273	\$188.96
A00276	\$31.56
A00277	\$75.00
A00278	\$75.00
A00279	\$150.00
A00280	\$150.00
A00282	\$126.04
A00285	\$188.96
A00290	\$78.80
A00292	\$110.16
A00342	\$31.56
A00343	\$47.24

A00344	\$62.92
A00345	\$47.24
A00346	\$188.96
A00347	\$75.00
A00348	\$75.00
A00349	\$108.01
A00351	\$2,140.32
A00352	\$3,848.15
A00357	\$31.56
A00359	\$150.00
A00360	\$4,714.91
A00362	\$275.33
A00363	\$520.12
A00364	\$1,758.95
A00365	\$1,227.77
A00366	\$3,375.55
A00367	\$955.03
A00367A	\$210.80
A00367B	\$202.28
A00367C	\$425.89
A00367M	\$0.00
A00368	\$3,437.97
A00372	\$1,991.72
A00373	\$576.06
A00374	\$572.87
A00375	\$2,716.62
A00376	\$1,158.45
A00379	\$31.56
A00382	\$188.96
A00383	\$137.98
A00389	\$94.48
A00394	\$75.00
A00395	\$31.56
A00396	\$31.56
A00397	\$31.56
A00398	\$150.00
A00399	\$75.00
A00400	\$150.00
A00401	\$126.04
A00402	\$31.56
A00406	\$150.00
A00407	\$150.00
A00408	\$150.00
A00409	\$150.00
A00410	\$150.00
A00411	\$150.00
A00412	\$31.56
A00413	\$31.56
A00414	\$62.92
A00416	\$50.00

A00417	\$50.00
A00418	\$50.00
A00419	\$20.39
A00420	\$23.72
A00421	\$31.56
A00422	\$150.00
A00423	\$150.00
A00424	\$14.11
A00425	\$17.25
A00426	\$150.00
A00429	\$50.00
A00430	\$50.00
A00431	\$150.00
A00432	\$150.00
A00433	\$50.00
A00434	\$50.00
A00435	\$150.00
A00566	\$188.96
A00566B	\$150.00
A00567	\$62.92
A00568	\$126.04
A00569	\$75.00
A00570	\$75.00
A00571	\$150.00
A00572	\$150.00
A00573	\$150.00
A00574	\$150.00
A00576	\$150.00
A00577	\$37.50
A00578	\$75.00
A00579	\$150.00
A00580	\$50.00
A00583	\$50.00
A00584	\$50.00
A00585	\$150.00
A00586	\$75.00
A00587	\$75.00
A00588	\$31.56
A00589	\$150.00
A00590	\$47.24
A00591	\$31.56
A00592	\$75.00
A00593	\$75.00
A00594	\$94.48
A00598	\$31.56
A00599	\$62.92
A00600	\$62.92
A00601	\$150.00
A00602	\$50.00
A00603	\$50.00

A00604	\$50.00
A00605	\$150.00
A00606	\$75.00
A00607	\$75.00
A00609	\$150.00
A00610	\$75.00
A00611	\$884.96
A00612	\$410.00
A00613	\$1,220.09
A00616	\$372.74
A00617	\$209.11
A00618	\$2,413.50
A00620	\$7,243.67
A00624	\$8,546.17
A00630	\$2,737.68
A00630A	\$410.00
A00631	\$246.49
A00632	\$209.11
A00633	\$413.14
A00634	\$593.03
A00635	\$696.30
A00636	\$787.91
A00636M	\$0.00
A00637	\$1,317.48
A00638	\$585.80
A00639	\$655.63
A00640A	\$109.90
A00640B	\$50.88
A00640C	\$73.96
A00640D	\$107.55
A00640E	\$56.80
A00640F	\$530.18
A00640H	\$131.56
A00640I	\$121.87
A00640J	\$109.88
A00640K	\$152.12
A00640L	\$71.58
A00640M	\$0.00
A00640N	\$103.10
A00640O	\$107.64
A00640P	\$90.17
A00640Q	\$83.76
A00640R	\$75.98
A00640S	\$95.11
A00640T	\$75.74
A00640U	\$61.43
A00640V	\$92.75
A00641	\$712.48
A00642A	\$1,650.47
A00642B	\$791.26

A00642C	\$21.67
A00642M	\$0.00
A00643	\$1,001.50
A00644	\$902.91
A00645	\$1,228.18
A00647	\$1,002.74
A00648	\$425.28
A00648A	\$422.99
A00649	\$532.36
A00650	\$647.96
A00651	\$1,262.01
A00652	\$50.00
A00653	\$50.00
A00654	\$50.00
A00655	\$150.00
A00656	\$150.00
A00658	\$150.00
A00659	\$150.00
A00660	\$50.00
A00663	\$31.56
A00664	\$62.92
A00665	\$150.00
A00667	\$126.04
A00671	\$75.00
A00673	\$75.00
A00676	\$31.56
A00677	\$31.56
A00678	\$31.56
A00679	\$150.00
A00740	\$150.00
A00741	\$38.03
A00742	\$64.29
A00744	\$29.21
A00745	\$150.00
A00746	\$150.00
A00747	\$47.24
A00748	\$15.68
A00749	\$150.00
A00753	\$150.00
A00755	\$150.00
A00756	\$43.91
A00757	\$150.00
A00758	\$150.00
A00759	\$50.00
A00760	\$50.00
A00761	\$50.00
A00762	\$715.92
A00763	\$332.48
A00765	\$481.75
A00766	\$559.18

A00768	\$226.05
A00769	\$210.07
A00770	\$400.33
A00771	\$150.00
A00773	\$150.00
A00774	\$1,038.78
A00775	\$504.28
A00776	\$781.90
A00778	\$831.67
A00780	\$420.76
A00781	\$888.48
A00782	\$383.96
A00783	\$1,165.66
A00786	\$565.26
A00787	\$5,101.12
A00789	\$1,494.64
A00792	\$578.66
A00794	\$2,438.89
A00795	\$4,309.18
A00796A	\$420.47
A00796B	\$292.36
A00796C	\$120.70
A00796D	\$218.87
A00796E	\$122.24
A00796F	\$218.10
A00796G	\$123.82
A00796H	\$62.09
A00796I	\$60.14
A00796J	\$62.53
A00796K	\$40.65
A00796L	\$56.23
A00796M	\$0.00
A00796N	\$54.93
A00796O	\$62.09
A00796P	\$60.14
A00796Q	\$62.53
A00796R	\$40.65
A00796S	\$56.23
A00796T	\$54.93
A00801A	\$165.24
A00804	\$14,922.38
A00806	\$947.79
A00807	\$289.86
A00808	\$313.40
A00809	\$259.09
A00810	\$1,023.95
A00811	\$384.08
A00812	\$304.80
A00813	\$568.87
A00814	\$748.77

A00815	\$1,058.86
A00816	\$1,524.81
A00817	\$986.96
A00818	\$315.08
A00820	\$738.25
A00821	\$314.18
A00822	\$347.08
A00823	\$496.44
A00824	\$740.55
A00825	\$350.00
A00826	\$1,244.67
A00827	\$271.68
A00828	\$561.24
A00830	\$376.30
A00831	\$329.31
A00832	\$772.94
A00832A	\$415.41
A00833	\$994.52
A00834	\$697.16
A00835	\$1,252.93
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A00885	\$75.00
A00886	\$150.00
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A18742	\$150.00
A18743	\$150.00
A18744	\$150.00
A18745	\$377.93

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A29857	\$12.74
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A31251	\$150.00
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A33974	\$385.71
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A34212B	\$29.70
A34212C	\$55.83
A34212D	\$14.30
A34212E	\$29.26
A34212F	\$14.24
A34212G	\$18.20
A34212H	\$18.04
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A34212K	\$14.00
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A34212M	\$16.48
A34212N	\$29.70
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D12014	\$135.65

D12015	\$207.00
D12017	\$26.27
D12017A	\$103.30
D12018	\$93.11
D12037	\$71.74
D12039	\$111.54
D12048	\$172.50
D12049	\$103.89
D12051	\$45.67
D12052	\$135.06
D12053	\$62.92
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D12056	\$6.08
D12267	\$150.00
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D12271	\$457.51
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D12514	\$53.91
D13071	\$50.38
D13072	\$67.82
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D13113	\$57.63
D13114	\$44.10
I00048	\$50.00
I00063	\$50.00
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I00078B	\$108.81
I00140	\$87.67
I00144	\$148.68
I00153	\$242.39
I00154	\$1,005.15
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I00250	\$0.00
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I00270C	\$0.00

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I00603	\$50.00
I00621	\$37.50
I00622	\$37.50
I00623	\$37.50
I00624	\$37.50
I00648	\$161.91
I00649	\$142.51
I00650	\$191.53
I00651	\$66.73
I00763	\$50.00
I00797	\$6,366.17
I00877	\$50.00
I01016	\$150.00
I01018	\$150.00
I01060	\$150.00
	\$267,456.94

Exhibit A

RESOLUTION 11- _____

A RESOLUTION LEVYING AND ASSESSING PROPERTIES FOR THE PURPOSE OF PROMOTING TOURISM, CONVENTION, TRADE SHOWS AND TRAVEL TO THE CITY OF BILLINGS, PROVIDING FOR NOTICE, HEARING AND ADOPTION.

WHEREAS, Billings, Montana City Code provides for assessment for promoting tourism, convention, trade shows, and travel to the City of Billings.

WHEREAS, said Billings, Montana City Code provides that the City Council shall fix, levy, and assess said charge on or before the second Monday in August.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, AS FOLLOWS:

1. SERVICE CHARGE FOR FISCAL YEAR 2012. The Tourism Business Improvement District assessment for the fiscal year 2012 is hereby fixed, levied and assessed against each and every parcel of real property within the T.B.I. D. Each parcel shall pay to the City that portion of the total Tourism Business Improvement District assessment imposed annually. The assessment is (1.00) per occupied Hotel/Motel room night.

2. NOTICE OF HEARING. On Monday, June 27, 2011, at 6:30 o'clock p.m., or as soon thereafter as the matter may be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council will hear objections to the adoption of this resolution. The City Clerk is hereby directed to publish notice thereof twice, at least five (5) days prior to the hearing, in the Billings Times.

3. EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED and APPROVED by the City Council on the 27th day of June, 2011.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Cari Martin, CITY CLERK

RESOLUTION NO. 11 _____

A RESOLUTION MAKING THE ANNUAL ALL-PURPOSE MILL LEVY AND MILL LEVIES FOR LIBRARY OPERATING, TRANSIT OPERATING, AND PUBLIC SAFETY FUNDS FOR THE FISCAL YEAR 2011-2012.

WHEREAS, pursuant to law, the City of Billings is required to make annual mill levies.

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

1. That an All-Purpose Annual Mill Levy in the amount of 74 Mills is hereby imposed on all taxable property within the City of Billings, Montana, for the Fiscal Year **July 1, 2011 through June 30, 2012.**

2. That additional Mill Levies in the amounts stated are hereby imposed on all taxable property within the City of Billings, Montana, to provide payment for the following:

- A. 10.00 Transit Operating Fund
- B. 5.00 Library Operating Fund
- C. 20.00 Public Safety Fund

3. That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED by the City Council this 27th day of June, 2011.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Cari Martin, CITY CLERK

Regular City Council Meeting

Date: 06/27/2011

TITLE: Resolution Approving FY2012 Arterial Construction Fees

PRESENTED BY: Patrick M. Weber, Financial Services Manager

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The following annual assessment resolution for Arterial Construction has been completed by the Finance Division, and the assessment is ready to be spread on the tax files.

The Arterial Construction resolution requires a (2/3) vote for passage of all Council members present and voting.

ALTERNATIVES ANALYZED

The Council may:

- Approve the resolution: or
- Not approve the resolution,

FINANCIAL IMPACT

The Arterial Fees will increase by 2.5% for FY 2012.

RECOMMENDATION

Staff recommends approval of the proposed Arterial Constructions Fees. The Arterial Construction resolution requires a (2/3) vote for passage of all Council members present and voting.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution

RESOLUTION 11 - _____

A RESOLUTION LEVYING AND ASSESSING ARTERIAL CONSTRUCTION FEES FOR PROPERTIES WITHIN THE CITY OF BILLINGS, PROVIDING FOR NOTICE, HEARING AND FINAL ADOPTION

WHEREAS, the Billings, Montana City Code established the rate table for Arterial Construction Fee assessments; and

WHEREAS, the assessment rates may be changed by passage of a resolution by a (2/3) vote of all Council members present and voting.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, AS FOLLOWS:

1. ANNUAL ARTERIAL CONSTRUCTION FEE. That for the purpose of paying the cost of construction and/or reconstruction of arterial roadways and depreciation and replacement of arterial roadways to provide safe facilities on which citizens and visitors may travel, including the principal and interest on all revenue bonds to be issued for that purpose, as authorized by M.C.A. Title 7 Chapter 7 Part 44 as amended, an annual arterial construction fee assessment is imposed for the fiscal year 2012, upon all lots or portions of lots as identified in the city's property tax record files. Rates are hereby levied and assessed as listed and described on EXHIBIT "A" attached hereto and by this reference said exhibit is made a part hereof.

2. EXEMPTION. Arterial Construction Fee assessments shall not be paid by the City General Fund, Public Safety Fund, Library Fund, or MET Transit Fund.

3. DISPOSITIONS OF COLLECTIONS. Monies collected from taxes shall be paid into the Municipal Arterial Construction System Fund, of Billings, Montana.

4. NOTICE OF HEARING. On Monday, **June 27, 2011**, at 6:30 o'clock p.m., or as soon thereafter as the matter may be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council will hear objections to the adoption of this resolution. The City Clerk is hereby directed to publish notice thereof twice, at least five (5) days prior to the hearing, in the Billings Times.

5. EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED and APPROVED by the City Council on the 27th day of June, 2011.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Cari Martin, CITY CLERK

Exhibit A

ARTERIAL CONSTRUCTION FEE

ZONE	RATE	
VACANT	\$1,142.00	cap
AT RATE	0.00145	per sq. ft.
P	0.00245	per sq. ft.
R-96	0.00428	per sq. ft.
R-80	0.00466	per sq. ft.
R-70	0.00492	per sq. ft.
R-70R	0.00492	per sq. ft.
RMH	0.00551	per sq. ft.
R-50	0.00591	per sq. ft.
PD	0.00677	per sq. ft.
R-60	0.00738	per sq. ft.
R-60R	0.00738	per sq. ft.
RP	0.00800	per sq. ft.
RMF-R	0.00833	per sq. ft.
RMF	0.00865	per sq. ft.
NC	0.00952	per sq. ft.
ELC	0.00952	per sq. ft.
MCPZD	0.00982	per sq. ft.
CC	0.01016	per sq. ft.
EGC	0.01042	per sq. ft.
PZD	0.01031	per sq. ft.
HC	0.01042	per sq. ft.
CI	0.01109	per sq. ft.
HI	0.01234	per sq. ft.
CBD	0.01478	per sq. ft.
ELI	0.01042	per sq. ft.
EMU	0.01016	per sq. ft.

Regular City Council Meeting

Date: 06/27/2011

TITLE: Zone Change #876 - Public Hearing and 1st Reading

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

The applicant is requesting a zone change from Residential 7,000 (R-70) to Residential Multi-family-Restricted (RMF-R) on a 20,235 square foot parcel of land containing an existing 4-plex multi-family dwelling originally constructed in 1955. The subject property is legally described as Lot 25 and the west 14 feet of Lot 26, Block 1, Arrowhead Subdivision and is located at 519 Crow Lane. The applicant is proposing the zone change in order to bring the property development into conformance with the zoning and to facilitate property improvements. The applicant, Trenton Parks, conducted a pre-application neighborhood meeting on March 11, 2011. The Zoning Commission conducted a public hearing on June 7, 2011, and is forwarding a recommendation of approval on a 4-0 vote.

ALTERNATIVES ANALYZED

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

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

FINANCIAL IMPACT

There should be no impact to the city's tax base from the proposed zone change. If property improvements are made, then an increase in taxable property value can be expected.

BACKGROUND

The applicant is requesting to rezone a 20,253 square foot parcel at 519 Crow Lane from R-70 to RMF-R. The subject property is located on Crow Lane just west of Main Street in Billings Heights. The intent of the zone change is to bring the existing 4-plex, which was constructed in 1955 into compliance with zoning. The multi-family dwelling was built well before County zoning was in place on the property in 1973 and when annexed in 1984, the zoning remained the same. All of Arrowhead Subdivision was at one time zoned R-70. In 1977 and 1979, the County adopted several zone changes for commercial uses on the Main Street and Wicks Lane frontage lots. The Billings Heights Neighborhood Plan identifies this area between Main Street and Lake Elmo Drive as an area for higher density dwellings and mixed uses.

A neighborhood meeting was conducted for the proposed zone change on March 11, 2011, at 10:45 am at the KFC on Main Street. The application meeting notes are included in Attachment C. One of the concerns voiced at the meeting was that no high-rise buildings should be allowed. The proposed RMF-R zoning allows a building height of 40 feet and the R-70 zone allows 34 feet. The lots to the north are zoned NC and have been developed for a multi-tenant retail uses. NC zoning allows a maximum height of 34 feet. Two lots east of the location is a commercial

parking lot used by KFC and by Western Security Bank. A special review was approved to use this lot for the parking lot. There are numerous duplexes on Crow Lane and there is a public park across the street. The street has been paved, but no curb, gutter or sidewalk exists between Main Street and Lake Elmo Road.

The Billings Heights Neighborhood Plan indicates a need for a variety of housing types and the preferred land use in this block between Main Street and Lake Elmo Drive is shown as mixed uses with higher density housing. The 2008 Growth Policy supports in fill development where new development can seamlessly blend with existing uses and character of the area. The current zoning was put in place in 1973 (18 years after the 4-plex was constructed) and the owner desires to ensure the future value of the structure and consider new property development. A 20,253 square foot lot could accommodate two 4-plexes or one 10-plex structure. Any new improvements on the property would be required to meet all city codes including site development for off-street parking and storm water control.

Planning staff forwarded a recommendation of approval for this application. The Zoning Commission conducted a public hearing on June 7, 2011, and concurred with the staff recommendation.

STAKEHOLDERS

The Zoning Commission conducted a public hearing on June 7, 2011, and received testimony from the applicant, Trenton Parks. No other persons testified at the public hearing. Mr. Parks explained that he would like to protect his investment in the existing 4-plex apartment and the current zoning would not allow him to re-build the structure if it were damaged or destroyed.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

Prior to any action to approve or disapprove, the City Council will consider the recommendation of the Zoning Commission and shall consider the following:

1. Is the new zoning designed in accordance with the Growth Policy?

The proposed zoning is generally consistent with the following goals of the Growth Policy and the Billings Heights Neighborhood Plan:

- Predictable land use decisions that are consistent with neighborhood character and land use patterns. (Land Use Element Goal, page 5)

The existing 4-plex on this property is consistent with the 4-plexes south of this location on Flathead Street and with other multi-family apartments to the west along Lake Elmo Drive. The proposed use will also be in conformance with the Heights Neighborhood Plan.

- New developments that are sensitive to and compatible with the character of adjacent City Neighborhoods and County Townsites. (Land Use Element Goal, page 6)

The proposed zoning will be compatible with the surrounding duplexes and commercial property to the north and east.

2. Is the new zoning designed to lessen congestion in the streets?

The proposed zoning is not expected to generate additional traffic in this area, as the 4-plex has been in existence since 1955. Additional units might be expected to generate about 8-10 new trips per day per dwelling unit.

3. Will the new zoning secure safety from fire, panic and other dangers?

The lot has public street frontage and is served by the City Fire Department. The duplex has been in existence since 1955 and the proposed zoning will not affect the emergency services to this property.

4. Will the new zoning promote health and general welfare?

The proposed zoning would allow for the 4-plex to remain on the lot and should not have an effect on the general health and welfare of surrounding properties. If the owner re-develops the property or adds additional dwelling units, this may have some impact on the surrounding neighborhood.

5. Will the new zoning provide adequate light and air?

The proposed zoning provides for sufficient setbacks to allow for adequate separation between structures and adequate light and air. The new zoning has less front setback required but the existing structure will remain in its current location.

6. Will the new zoning prevent overcrowding of land?

The proposed zoning, as well as all zoning districts, contain limitations on the maximum percentage of the lot area that can be covered with structures. This requirement will help prevent overcrowding of land. The current zoning allows up to 30% lot coverage or 6,076 square feet. Existing structures cover about 12% of the lot area. The proposed zoning allows up to 55% lot coverage or 11,139 square feet.

7. Will the new zoning avoid undue concentration of population?

The proposed uses should not cause an undue concentration of population, as there is surrounding residentially developed properties of similar density.

8. Will the new zoning facilitate the adequate provisions of transportation, water, sewerage, schools, parks, fire, police, and other public requirements?

Transportation: The proposed zoning will not increase traffic.

Water and Sewer: The City has adequate facilities to serve this property.

Schools and Parks: This proposed re-zone should have no substantial effect on schools or parks.

Fire and Police: The subject property is currently served by the City of Billings fire and police departments.

9. Does the new zoning give reasonable consideration to the character of the district?

The proposed zoning will be similar in character with the adjacent residential uses.

10. Does the new zoning give consideration to peculiar suitability of the property for particular uses?

The subject property is suitable for the requested zoning district.

11. Was the new zoning adopted with a view to conserving the value of buildings?

The new zoning should not have significant effect on the value of residential buildings in the area.

12. Will the new zoning encourage the most appropriate use of land throughout such county or municipal area?

The proposed zoning will permit single-family, two-family and multi-family residences and is an appropriate zoning in this densely developed area between Main Street and Lake Elmo Drive.

RECOMMENDATION

The Zoning Commission is forwarding a recommendation of approval and adoption of the 12 criteria for Zone Change #876 on a 4-0 vote.

APPROVED BY CITY ADMINISTRATOR

Attachments

Attachment A Zoning Map

Attachment B Site Photos

Attachment C Applicant Letter and pre-app meeting notes

Attachment D Ordinance

ATTACHMENT A

Zoning Map – ZC #876 – 519 Crow Lane



ATTACHMENT B

Site Photographs – ZC #876 – 519 Crow Lane



Subject Property

ATTACHMENT B, continued
Site Photographs – ZC #876 – 519 Crow Lane



East side of Subject Property



View east along Crow Lane

ATTACHMENT C

Applicant Letter and pre-application meeting notes – ZC #876 – 519 Crow Lane

1. A) The zone change proposal of 519 Crow Lane is consistent with the goals and policies of the adopted Growth Policy in many ways. This zoning is in accordance with the comprehensive plan of the area between Main St. and Lake Elmo Drive. Allowing this building that has been around for fifty plus years to be rebuilt will help promote the health and welfare for current residents and neighbors. This property currently provides affordable housing with great accommodations including 900 sq. ft. units that are two bed, one bath, washer and dryer included, some utilities paid, and some units with garages. If destroyed by some form of a natural disaster a new building with better codes will help leasees', will increase neighbor property values, and increase the city tax base. The new zoning will continue to protect residents by enforcing Billings building codes and will provide adequate space, light, and air. Any new building will meet city code and parking requirements ensuring to prevent overcrowding of land. The new zoning will fit in well with the district and will allow anyone from a working class citizen to families with children nearby access to grocers, parks, a little league baseball field, and quick access to Main Street. If there were ever another duplex or four-plex addition to the property this would fit into the city's economic development element. This would be done by creating a brand new building leading to great quality of life, quick access to local businesses for employees and shoppers, an attractive well lit and safe area, bring economic development to the Billings Heights and provide quality housing for skilled workers. As a property owner, landlord, and respectful citizen my goals include keeping my property sanitary, safe, and functional to current residents and visitors of the City of Billings.

- B) The need for a zone change is the existing four-plex built in 1955 is non-conforming and if it were to burn down myself and the other residents living in this building would be without a home and we would be unable to rebuild this structure. Any form of natural disaster would prevent current leasees' and myself from rebuilding our homes. This new zoning will fit into the existing zoning of the neighborhood. To the rear or north side of the property is an alley and then a strip five lots long of Neighborhood Commercial, a Residential Professional lot, and Highway Commercial. To the east side of the building there is one Residential 7000 lot then a commercial parking lot and businesses including KFC, Western Security Bank, and Valet Today Cleaners. All of this area which is two lots away on Main Street is Highway Commercial zoning. To the south of this building are duplexes and other apartment complexes zoned Residential 6000 and Residential Professional. Neighboring the property to the west is a duplex. Nearby this property to the west and less than a full block away are subdivisions of Residential-Multifamily (RMF) and Residential-Multifamily-Restricted (RMF-R).



Front Left 517 Crow Ln.



Front Right 519 Crow Ln.



Front Middle of Property



Backyard Middle and Right Corner



Backyard Middle and Left Corner



From Alley, Back of House

Pre Application Neighborhood Meeting

The Pre Application Neighborhood Meeting was held at KFC at 1524 Highway 10 West in Billings, MT 59105-1736. This meeting was held on March 11th, 2011 at 10:45 a.m. At this meeting and sent in the mail was the document labeled 2 & 3 Yellowstone County Interactive Mapping and the zone change application is based on this material. This document was used as the meeting notice and was mailed to the list of recipient's labeled form 6 which include property owners within 300 feet of the property subject to rezoning(519 Crow Lane).

Minutes of the pre application neighborhood meeting held on 3-11-2011:

10:45 Meeting started, there was seven attendees including myself. No high rise or six story buildings was a voiced concern. No other concerns were made and an explanation of the zoning change was given. Meeting ended at 11:15.

Trent Parks Int Parks 519 Crow 3-11-11

Dellert Merkel 528 Crow Lane 3-11-11

Sam Strombeck ^{510 Buckle Rd} ~~7527 Highway 111~~ 3-11-11

Roxana Kraft - 7438 Weibauer Rd - 3-11-11

Judy Tath - 443 Crow Lane 3-11-11

David ~~Strom~~ Council Ward 2



ATTACHMENT D – ZC #876
ORDINANCE NO. 11-_____

AN ORDINANCE AMENDING THE ZONE CLASSIFICATION
FOR Lot 25 and the West 14 feet of Lot 26, Block 1,
Arrowhead Subdivision a 20,235 square foot parcel of land
and generally located at 519 Crow Lane.

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

1. **RECITALS.** *Title 76, Chapter 2, Part 3, MCA, and Sections 27-302 and 27-1502, BMCC*, provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the twelve (12) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the twelve (12) criteria required by state law.
2. **DESCRIPTION.** Lot 25 and the West 14 feet of Lot 26, Block 1, Arrowhead Subdivision is presently zoned **Residential 7,000 (R-70)** and is shown on the official zoning maps within this zone.
3. **ZONE AMENDMENT.** The official zoning map is hereby amended and the zoning for **the above described parcels** is hereby changed from **Residential 7,000 (R-70) to Residential Multi-family-Restricted (RMF-R)** on Lot 25 and the West 14 feet of Lot 26, Block 1, Arrowhead Subdivision and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Residential Multi-family-Restricted (RMF-R)** as set out in the Billings, Montana City Code.
4. **REPEALER.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.
5. **EFFECTIVE DATE.** This ordinance shall be effective from and after final passage and as provided by law.

PASSED by the City Council on first reading June 27, 2011.

PASSED, ADOPTED AND APPROVED on second reading July 11, 2011.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, Mayor

ATTEST:

BY: Cari Martin, City Clerk
Zone Change #876 – 519 Crow Lane

Regular City Council Meeting

Date: 06/27/2011

TITLE: Public Hearing: Adoption of New Subdivision Improvement Agreement for King Place Subdivision, Amended Lot 1, Block 1

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

King Place Subdivision, located on the southeast corner of Bench Boulevard and Wicks Lane, was recorded in June of 2005. During the preliminary review of this 5-lot subdivision, a concurrent Zone Change request (Zone Change #750) was also reviewed by City Council. The request was to change the zoning on the property from Residential-7000 (R-70) to Residential Multi-Family Restricted (RMF-R) and Neighborhood Commercial (NC). Considerable neighborhood input was gathered, and concerns were expressed about allowing NC zoning along Wicks Lane. As a result, in order to get the zone change passed, restrictions on the uses that would be allowed in the future NC lots were placed in the Subdivision Improvement Agreement (SIA) by the developer for King Place Subdivision (see Attachment). Since zone changes may not be conditioned, it appears that this was how the neighborhood concerns were addressed by the developer. This document was recorded with the final plat in June, 2005. It is unusual to have zoning-type conditions placed in an SIA.

In September, 2007, an adjacent property to the east, Tract A of Certificate of Survey 1056, also underwent a zone change from R-70 to NC (Zone Change #816). There was no public concern or input about this proposal and the Zone Change was approved without future NC use restrictions placed in any other recorded document.

Just over a year later, in November of 2008, a plat amendment was processed merging 0.75 acres of Tract A, C/S 1056 with the adjacent Lot 1, Block 1 of King Place Subdivision, to create one lot know as Lot 1A, Block 1, King Place Subdivision (see Attachment). Both original parcels were zoned NC, but the area in the original Lot 1 parcel was encumbered by the land use restrictions designated in the King Place SIA. Neither lot has been developed.

At this time, there is interest in developing Lot 1A, Block 1 of Amended Lot 1, Block 1, King Place Subdivision. The proposed development is for a HUD 811 project for an independent living facility for disabled individuals. Funding is all but secured. However, during the title search it was noticed that land use restrictions in the King Place Subdivision SIA (Section II.F.14) prohibit multi-family residential construction adjacent to Wicks Lane and a portion of the lot is covered by this restriction.

The owner of this lot, King Place, LLC, and the representing agent, Tim Hudson, are requesting a new SIA for Amended Lot 1, Block 1, of King Place Subdivision (Lot 1A). This new SIA would be identical to the original SIA as it affects the subject property, except it would remove the prohibition of multi-family housing adjacent to Wicks Lane (see Attachments for request and proposed new SIA).

The City Subdivision Regulations, Section 23-1103, BMCC, describes the procedure for amending recorded SIAs and other supporting plat documents. It indicates that after a request to amend a document is received and reviewed by affected agencies, a Public Hearing may be required based on information received by the reviewing agencies. Planning Staff believes it is appropriate for City Council to hold a public hearing on this request since the original subdivision and SIA were approved based on a great deal of public input through the zone change public hearing process and the subdivision review process. This public hearing has been legally advertised, and property owners within 300 feet of the subject property have been sent written notice, which is consistent with the original notification process.

ALTERNATIVES ANALYZED

City Council, after holding the public hearing, may:

Approve the request for a new SIA for King Place Subdivision, Amended Lot 1, Block 1 (Lot 1A);
or

Deny the request for a new SIA for King Place Subdivision, Amended Lot 1, Block 1 (Lot 1A).

FINANCIAL IMPACT

Approval of this new SIA would enable the developer to proceed with the development and increase the taxable value of this property. At this time, the subject property is underutilized and delinquent on tax payments.

RECOMMENDATION

Staff recommends that City Council hold the public hearing and approve the request for a new Subdivision Improvements Agreement for King Place Subdivision, Amended Lot 1, Block 1 (Lot 1A).

APPROVED BY CITY ADMINISTRATOR

Attachments

Letter of Request

Original Plat and Amended L1, B1 Plat

Original King Place Sub. SIA

NEW proposed King Place Lot 1, Block 1, Amended SIA

City of Billings
Planning and Community Services
510 N. Broadway 4th Floor
Billings, Montana 59102

Re: SIA on Lot 1A, Block 1 King Place Subdivision
830 Wicks Lane, Billings, MT. 59015

June 8, 2011

Planning Department:

We are requesting a change to the Subdivision Improvement Agreement for King Place Subdivision to comply with our intended use for the above amended lot. This lot is zoned Neighborhood Commercial and it was our purpose to amend this lot to allow for Multi-family use within this zoning on the amended lot at the time of change. The Subdivision Improvement Agreement which was in existence for King Place Subdivision prohibited multi-family adjacent to Wicks.

It is our wish to change the SIA on this Wicks Lane lot to allow for multi-family for this lot only. By issuing a new SIA on this amended lot we can accomplish our original intent. Attached is the fee of \$229.00 to seek this SIA change. Sanderson Stewart will be preparing the new SIA for this lot which will be provided with this change application.

Thank you in advance for your assistance and acceptance of this application. I remain,

Respectfully yours,

King Place, LLC

Daniel Marsich



Kenneth Marsich



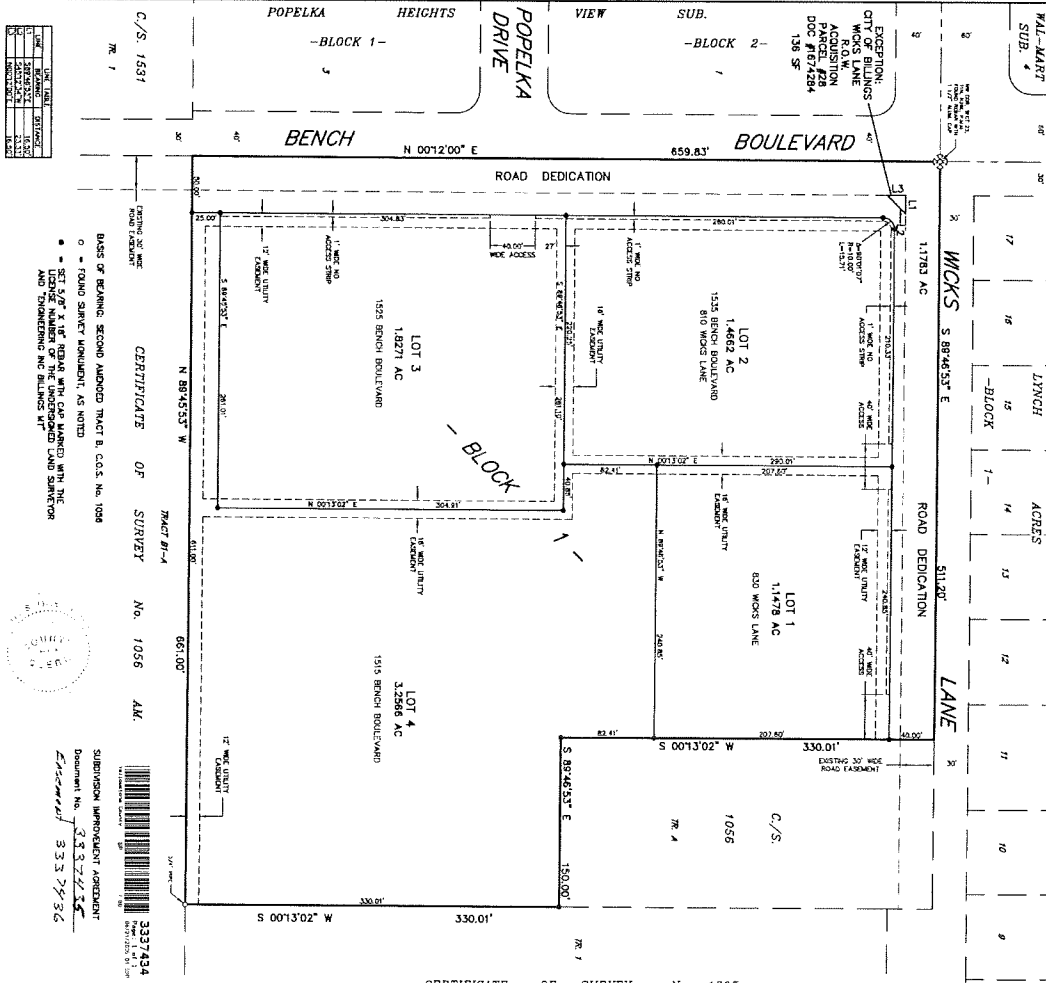
Wade Boucher



PLAT OF **KING PLACE SUBDIVISION** BEING TRACT B2-A, CERTIFICATE OF SURVEY No. 1056 AMENDED, SITUATED IN THE NW 1/4 OF SECTION 23, T. 1 N., R. 26 E., P.M.M., IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR: DORN PROPERTY & HOMES, LLC
 PREPARED BY: ENGINEERING, INC.
 SCALE: 1" = 50'

APRIL, 2005
 BILLINGS, MONTANA



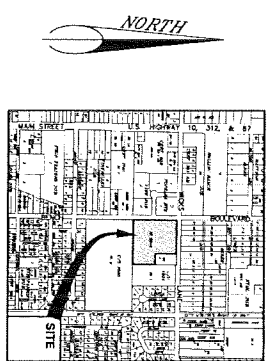
AREA	ACRES
LOT 1	1.4682
LOT 2	1.4682
LOT 3	1.8271
LOT 4	3.2896
TOTAL	8.0531

BASES OF BEING SECOND AMENDED TRACT B, C.O.S. No. 1056
 O - FOUND SURVEY MONUMENT, AS NOTED
 L - LINDSEY NUMBER OF THE UNDERGROUND LINDS SECTOR
 AND CONSIDERED AS BOUNDARY



3337434
 SUBDIVISION IMPROVEMENT AGREEMENT
 Document No. 3337434
 3337434

CERTIFICATE OF SURVEY No. 1205



CERTIFICATE OF CITY COUNCIL APPROVAL
 STATE OF MONTANA)
 County of Yellowstone)
 City of Billings, Montana)
 I, Mayor, do hereby certify that the foregoing plat of King Place Subdivision, being Tract B2-A, Certificate of Survey No. 1056 Amended, situated in the NW 1/4 of Section 23, T. 1 N., R. 26 E., P.M.M., in the City of Billings, Yellowstone County, Montana, and the improvement of the same, as shown on the plat, is in accordance with the provisions of the City Charter, and the same is hereby approved and the same is hereby ordered to be recorded in the office of the Clerk and Recorder of said County, under the name of King Place Subdivision, and the same is hereby ordered to be recorded in the office of the Clerk and Recorder of said County, under the name of King Place Subdivision.

CERTIFICATE OF DEDICATION
 STATE OF MONTANA)
 County of Yellowstone)
 City of Billings, Montana)
 I, Mayor, do hereby certify that the foregoing plat of King Place Subdivision, being Tract B2-A, Certificate of Survey No. 1056 Amended, situated in the NW 1/4 of Section 23, T. 1 N., R. 26 E., P.M.M., in the City of Billings, Yellowstone County, Montana, and the improvement of the same, as shown on the plat, is in accordance with the provisions of the City Charter, and the same is hereby approved and the same is hereby ordered to be recorded in the office of the Clerk and Recorder of said County, under the name of King Place Subdivision, and the same is hereby ordered to be recorded in the office of the Clerk and Recorder of said County, under the name of King Place Subdivision.

CERTIFICATE OF CITY ENGINEER
 STATE OF MONTANA)
 County of Yellowstone)
 City of Billings, Montana)
 I, City Engineer, do hereby certify that the foregoing plat of King Place Subdivision, being Tract B2-A, Certificate of Survey No. 1056 Amended, situated in the NW 1/4 of Section 23, T. 1 N., R. 26 E., P.M.M., in the City of Billings, Yellowstone County, Montana, and the improvement of the same, as shown on the plat, is in accordance with the provisions of the City Charter, and the same is hereby approved and the same is hereby ordered to be recorded in the office of the Clerk and Recorder of said County, under the name of King Place Subdivision, and the same is hereby ordered to be recorded in the office of the Clerk and Recorder of said County, under the name of King Place Subdivision.

CERTIFICATE OF COUNTY ENGINEER
 STATE OF MONTANA)
 County of Yellowstone)
 City of Billings, Montana)
 I, County Engineer, do hereby certify that the foregoing plat of King Place Subdivision, being Tract B2-A, Certificate of Survey No. 1056 Amended, situated in the NW 1/4 of Section 23, T. 1 N., R. 26 E., P.M.M., in the City of Billings, Yellowstone County, Montana, and the improvement of the same, as shown on the plat, is in accordance with the provisions of the City Charter, and the same is hereby approved and the same is hereby ordered to be recorded in the office of the Clerk and Recorder of said County, under the name of King Place Subdivision, and the same is hereby ordered to be recorded in the office of the Clerk and Recorder of said County, under the name of King Place Subdivision.

CERTIFICATE OF COUNTY TREASURER
 STATE OF MONTANA)
 County of Yellowstone)
 City of Billings, Montana)
 I, County Treasurer, do hereby certify that the foregoing plat of King Place Subdivision, being Tract B2-A, Certificate of Survey No. 1056 Amended, situated in the NW 1/4 of Section 23, T. 1 N., R. 26 E., P.M.M., in the City of Billings, Yellowstone County, Montana, and the improvement of the same, as shown on the plat, is in accordance with the provisions of the City Charter, and the same is hereby approved and the same is hereby ordered to be recorded in the office of the Clerk and Recorder of said County, under the name of King Place Subdivision, and the same is hereby ordered to be recorded in the office of the Clerk and Recorder of said County, under the name of King Place Subdivision.

CERTIFICATE OF CITY ATTORNEY
 STATE OF MONTANA)
 County of Yellowstone)
 City of Billings, Montana)
 I, City Attorney, do hereby certify that the foregoing plat of King Place Subdivision, being Tract B2-A, Certificate of Survey No. 1056 Amended, situated in the NW 1/4 of Section 23, T. 1 N., R. 26 E., P.M.M., in the City of Billings, Yellowstone County, Montana, and the improvement of the same, as shown on the plat, is in accordance with the provisions of the City Charter, and the same is hereby approved and the same is hereby ordered to be recorded in the office of the Clerk and Recorder of said County, under the name of King Place Subdivision, and the same is hereby ordered to be recorded in the office of the Clerk and Recorder of said County, under the name of King Place Subdivision.

CERTIFICATE OF COUNTY ATTORNEY
 STATE OF MONTANA)
 County of Yellowstone)
 City of Billings, Montana)
 I, County Attorney, do hereby certify that the foregoing plat of King Place Subdivision, being Tract B2-A, Certificate of Survey No. 1056 Amended, situated in the NW 1/4 of Section 23, T. 1 N., R. 26 E., P.M.M., in the City of Billings, Yellowstone County, Montana, and the improvement of the same, as shown on the plat, is in accordance with the provisions of the City Charter, and the same is hereby approved and the same is hereby ordered to be recorded in the office of the Clerk and Recorder of said County, under the name of King Place Subdivision, and the same is hereby ordered to be recorded in the office of the Clerk and Recorder of said County, under the name of King Place Subdivision.

CERTIFICATE OF SURVEYOR
 STATE OF MONTANA)
 County of Yellowstone)
 City of Billings, Montana)
 I, Surveyor, do hereby certify that the foregoing plat of King Place Subdivision, being Tract B2-A, Certificate of Survey No. 1056 Amended, situated in the NW 1/4 of Section 23, T. 1 N., R. 26 E., P.M.M., in the City of Billings, Yellowstone County, Montana, and the improvement of the same, as shown on the plat, is in accordance with the provisions of the City Charter, and the same is hereby approved and the same is hereby ordered to be recorded in the office of the Clerk and Recorder of said County, under the name of King Place Subdivision, and the same is hereby ordered to be recorded in the office of the Clerk and Recorder of said County, under the name of King Place Subdivision.

CONSENT TO PLATING
 STATE OF MONTANA)
 County of Yellowstone)
 City of Billings, Montana)
 I, Surveyor, do hereby certify that the foregoing plat of King Place Subdivision, being Tract B2-A, Certificate of Survey No. 1056 Amended, situated in the NW 1/4 of Section 23, T. 1 N., R. 26 E., P.M.M., in the City of Billings, Yellowstone County, Montana, and the improvement of the same, as shown on the plat, is in accordance with the provisions of the City Charter, and the same is hereby approved and the same is hereby ordered to be recorded in the office of the Clerk and Recorder of said County, under the name of King Place Subdivision, and the same is hereby ordered to be recorded in the office of the Clerk and Recorder of said County, under the name of King Place Subdivision.

CONSENT TO RECORDING
 STATE OF MONTANA)
 County of Yellowstone)
 City of Billings, Montana)
 I, Surveyor, do hereby certify that the foregoing plat of King Place Subdivision, being Tract B2-A, Certificate of Survey No. 1056 Amended, situated in the NW 1/4 of Section 23, T. 1 N., R. 26 E., P.M.M., in the City of Billings, Yellowstone County, Montana, and the improvement of the same, as shown on the plat, is in accordance with the provisions of the City Charter, and the same is hereby approved and the same is hereby ordered to be recorded in the office of the Clerk and Recorder of said County, under the name of King Place Subdivision, and the same is hereby ordered to be recorded in the office of the Clerk and Recorder of said County, under the name of King Place Subdivision.



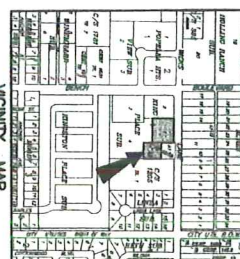
3337434
 SUBDIVISION IMPROVEMENT AGREEMENT
 Document No. 3337434
 3337434



3337434
 SUBDIVISION IMPROVEMENT AGREEMENT
 Document No. 3337434
 3337434

INCUDINING TRACT A-2 OF AMENDED TRACT A, CERTIFICATE OF SURVEY No. 1056
SITUATED IN THE NW1/4 OF SECTION 23, T. 1 N., R. 26 E., P.M.M.,
IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA
PREPARED FOR: DODEN PROPERTY & HOMES, LLC
PREPARED BY: ENGINEERING, INC.
SCALE: 1" = 40'

o FOUND SURVEY MONUMENT, REBAR W/CAI MARKED "ENGINEERING INC.", OR AS NOTED



The undersigned hereby certifies that the purpose of the survey is to establish the exterior boundary of a lot with an existing addition subsequent to the merger of adjacent parcels of land, and that the survey is not intended to establish the boundary of any other parcel of land, nor is it intended to be an additional one being created.

Witness, my hand and the seal of the County of Clark, Nevada, this 24th day of October, 1988.

The undersigned has been named in Subtitle 7B, 240-100(1)(b) to prepare the natural evidence and depending on one way land with the Clark Clerk and Recorder or combined with the records of the United States Bureau of Land Management.

Notary Public

Furthermore, this survey is not subject to review by the Department of Natural Quality pursuant to ARN 17.000(1)(b) for "a parcel that has no existing facilities for water supply, wastewater disposal or solid waste disposal other than those previously approved by the reviewing authority."

KING PLACET, LLC

My Goals

The Goals

On this Friday day of April, 1964, before me, the undersigned Notary Public for the State of Montana, personally appeared Robert A. Hays, known to me to be the person who signed the foregoing instrument on April 11, 1964, and he acknowledged to me that he executed the same for the purposes and content therein expressed, and that he was duly authorized by the corporation entitled the same. Witness my hand and the day and year herein above written.

Notary Public in and for the State of Montana
 Printed Name David L. Nelson
 Residing at Yellowknife
 My commission expires 5 Sept 2018



STATE OF MONTANA)
 : ss
County of Yellowstone)

The authors thank a *Kilgus Engineering* field surveyor, James J. Adams, for his assistance in the field. The authors also thank the following individuals for their assistance in the field: John L. Adams, the City of Birmingham; Robert L. Adams, the City of Birmingham; and Robert L. Adams, the City of Birmingham. The authors also thank the following individuals for their assistance in the field: John L. Adams, the City of Birmingham; Robert L. Adams, the City of Birmingham; and Robert L. Adams, the City of Birmingham.

That the monuments found east and west of the character and occupy the positions shown hereon, that said survey and the plot hereof shows true and correct dimensions and that the plot conforms with the survey on the ground.

ENGINEERING, INC.
By: J. B. H.
Montana Registration No. B372-S

Subscribed and sworn to before me, a Notary Public
in and for the State of Montana, this 17th day of
January, 2011.

NOTARY PUBLIC
STATE OF MONTANA
MY TERM EXPIRES
8/27/15

Notary Public in and for the State of Montana
Printed Name Walter J. Galt
Residing at Salida, CO 81253
My commission expires 1 May 2012



I hereby certify that all real property taxes and special assessments have been paid per 76-3-61(1)(b)/76-3-207(3), M.C.A.

Date 11-10-2008

Yellowstone County Treasurer
By: 

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

DATED: 11-3-08

Reviewed by: Pratibha

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

Examining Land Surveyor

RELATED CERTIFICATE OF SURVEY
DOC No.: 3485984

DOC No.: 2985989



3485986





SUBDIVISION IMPROVEMENTS AGREEMENT KING PLACE SUBDIVISION

THIS AGREEMENT is made and entered into this day of JUN 13 2005, 2005, by and between **King Place LLC**, hereinafter referred to as "Subdivider," and **THE CITY OF BILLINGS, MONTANA**, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, a preliminary plat of an area known as King Place Subdivision, hereinafter referred to as the "Subdivision," was submitted to the Yellowstone County Board of Planning which further recommended its approval to the City Council of the City of Billings; and

WHEREAS, at a regular meeting held on the 13th day of December, 2004, the City Council approved, subject to certain conditions of the Board and the City Council, a preliminary plat of the Subdivision; and

WHEREAS, a Subdivision Improvements Agreement is required prior to approval of the final plat by the City; and

WHEREAS, the provisions of this Agreement shall be effective and applicable to King Place Subdivision upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana.

NOW, THEREFORE, the parties to this Agreement, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows:

I. VARIANCES

- A. The Subdivider has requested, and the City of Billings City Council hereby grants, the following variances from the strict interpretation of the City Subdivision Regulations:
1. Variance from the provisions of Section 23-602, BMCC of the City's Subdivision Ordinance requiring platting of alleys in a commercial area.
 2. Variance from the provisions of Section 23-601(K), BMCC for right-of-way dedication along Wicks Lane and Bench Boulevard.

II. CONDITIONS THAT RUN WITH THE LAND

- A. Lot owners will be required to construct that segment of the required sidewalk that fronts their property at the time of lot development.



- B. Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide assistance unless there is damage to commercial crops or a threat to public health and safety.
- C. Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.
- D. No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.
- E. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.
- F. In accordance with discussions surrounding Zone Change '#750 – King Place Subdivision,' there are certain activities that by listing herein are specifically prohibited within this Subdivision. Those activities are as follows:
- 1) Agricultural production or sales
 - 2) Veterinary services
 - 3) Sand and gravel mining
 - 4) Tobacco products offices
 - 5) Electric, gas, petroleum, sanitary services production, transmission or distribution facilities
 - 6) Communication and broadcasting antennas and structures
 - 7) Convenience stores with or without gas pumps and alcohol sales
 - 8) Coin-operated laundries and dry cleaning services
 - 9) Lodging facilities
 - 10) Car washes
 - 11) Commercial automobile parking
 - 12) Retail health sales
 - 13) Theatrical producers, bands, or orchestras
 - 14) Multi-family or modular homes adjacent to Wicks Lane



- 15) Gasoline service stations
- 16) Rooming or boarding houses
- 17) Restaurants without sale of alcoholic beverages
- 18) Automotive repair services
- 19) Pipeline offices

III. REQUIRED IMPROVEMENTS, CONSIDERATIONS, AND DEDICATIONS

Subdivider hereby agrees to construct the following improvements either by private contract or special improvement district as required and in conformance with the City of Billings Subdivision Regulations:

A. STREETS

- 1) Bench Boulevard. Curb and gutter, sidewalk, and street widening will be constructed on the east side of Bench Boulevard from the existing curb and gutter south of Wicks Lane to the south property line of the Subdivision. Appropriate tapers will be constructed at the south end.
- 2) Wicks Lane. Curb and gutter, sidewalk, and street widening will be constructed on the south side of Wicks Lane from the existing curb and gutter east of Bench Boulevard to the east property line of the Subdivision.
- 3) Street Name Signs. Street name signs for streets within the Subdivision, or located immediately adjacent thereto, shall be furnished and installed in accordance with the specifications of the City of Billings Public Works Department.
- 4) Street Lights. Construction or installation of street lights shall not be required at this time, but street lights shall be included in the Waiver referenced in this document for construction of the same in the future. Said Waiver shall also include a maintenance district for street light energy and the maintenance of the street lights.
- 5) Traffic Control Devices. The Subdivider shall furnish and install all necessary traffic control devices in accordance with plans and specifications submitted to and approved by the City of Billings Public Works Department. This shall include additional and/or modifications to the pavement marking in Bench Boulevard and Wicks Lane.
- 6) Traffic Accessibility Study. There exists a traffic study for the Subdivision. Due to the variable nature of potential development within the Subdivision, an update to this study shall be required with the development of each lot.

Return to:
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

**SUBDIVISION IMPROVEMENTS AGREEMENT
AMENDED PLAT OF LOT 1, BLOCK 1,
KING PLACE SUBDIVISION**

THIS AGREEMENT is made and entered into this _____ day of _____ 2011, by and between **KING PLACE LLC**, hereinafter referred to as “Subdivider,” and **THE CITY OF BILLINGS, MONTANA**, hereinafter referred to as “City.”

WITNESSETH:

WHEREAS, a final plat of an area known as King Place Subdivision was approved by the City Council of the City of Billings, and recorded on June 21, 2005, under File No. 3337434, in Yellowstone County, Montana; and

WHEREAS, there exists a Subdivision Improvement Agreement for King Place Subdivision dated June 13, 2005, and recorded on June 21, 2005, under File No. 3337435, in Yellowstone County, Montana; and

WHEREAS, the Amended Plat of Lot 1, Block 1, King Place Subdivision was recorded on November 10, 2008, under File No. 3485985, in Yellowstone County, Montana; and

WHEREAS, this Subdivision Improvements Agreement for the Amended Plat of Lot 1, Block 1, King Place Subdivision shall supersede the previously recorded Subdivision Improvements Agreement for King Place Subdivision as it affects Lot 1A, Block 1, Amended; all conditions of that previously recorded agreement remain in effect for Lots 2, 3, and 4, Block 1, of King Place Subdivision.

NOW THEREFORE, the parties to this Agreement for and in consideration of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows:

I. VARIANCES

- A.** The Subdivider has requested, and the City of Billings City Council hereby grants, the following variances from the strict interpretation of the City Subdivision Regulations:
1. Variance from the provisions of Section 23-602, BMCC of the City's Subdivision Ordinance requiring platting of alleys in a commercial area.
 2. Variance from the provisions of Section 23-601(K), BMCC for right-of-way dedication along Wicks Lane and Bench Boulevard.

II. CONDITIONS THAT RUN WITH THE LAND

- A.** Lot owners will be required to construct that segment of the required sidewalk that fronts their property at the time of lot development.
- B.** Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide assistance unless there is damage to commercial crops or a threat to public health and safety.
- C.** Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.
- D.** No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.
- E.** There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this

Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.

F. In accordance with discussions surrounding Zone Change ‘#750 – King Place Subdivision,’ there are certain activities that by listing herein are specifically prohibited within this Subdivision. Those activities are as follows:

- 1) Agricultural production or sales
- 2) Veterinary services
- 3) Sand and gravel mining
- 4) Tobacco products offices
- 5) Electric, gas, petroleum, sanitary services production, transmission or distribution facilities
- 6) Communication and broadcasting antennas and structures
- 7) Convenience stores with or without gas pumps and alcohol sales
- 8) Coin-operated laundries and dry cleaning services
- 9) Lodging facilities
- 10) Car washes
- 11) Commercial automobile parking
- 12) Retail health sales
- 13) Theatrical producers, bands, or orchestras
- 14) Modular homes adjacent to Wicks Lane
- 15) Gasoline service stations
- 16) Rooming or boarding houses
- 17) Restaurants without sale of alcoholic beverages
- 18) Automotive repair services
- 19) Pipeline offices

III. REQUIRED IMPROVEMENTS, CONSIDERATIONS, AND DEDICATIONS

Subdivider hereby agrees to construct the following improvements either by private contract or special improvement district as required and in conformance with the City of Billings Subdivision Regulations:

A. STREETS

- 1) ~~Bench Boulevard. Curb and gutter, sidewalk, and street widening will be constructed on the east side of Bench Boulevard from the existing curb and gutter south of Wicks Lane to the south property line of the Subdivision. Appropriate tapers will be constructed at the south end.~~

- 2)1) Wicks Lane. Curb and gutter, sidewalk, and street widening will be constructed on the south side of Wicks Lane from the existing curb and gutter east of Bench Boulevard to the east property line of the Subdivision.
- 3)2) Street Name Signs. Street name signs for streets within the Subdivision, or located immediately adjacent thereto, shall be furnished and installed in accordance with the specifications of the City of Billings Public Works Department.
- 4)3) Street Lights. Construction or installation of street lights shall not be required at this time, but street lights shall be included in the Waiver referenced in this document for construction of the same in the future. Said Waiver shall also include a maintenance district for street light energy and the maintenance of the street lights.
- 5)4) Traffic Control Devices. The Subdivider shall furnish and install all necessary traffic control devices in accordance with plans and specifications submitted to and approved by the City of Billings Public Works Department. This shall include additional and/or modifications to the pavement marking in Bench Boulevard and Wicks Lane.
- 6)5) Traffic Accessibility Study. There exists a traffic study for the Subdivision. Due to the variable nature of potential development within the Subdivision, an update to this study ~~shall~~may be required with the development of ~~each~~the lot.

B. UTILITIES

- 1) Water Main. A ~~12-inch water main exists in Bench Boulevard, and a~~ 10-inch water main exists in Wicks Lane. Lot 1A can be serviced from the 10-inch waterline in Wicks Lane. ~~Lot 2 can be serviced from either the 10-inch water main in Wicks Lane or the 12-inch main in Bench Boulevard. Lot 3 can be serviced from the 12-inch main in Bench Boulevard, and Lot 4 can be serviced from Bench Boulevard, but may require a separate private fire line.~~
- 2) Water and Sanitary Sewer Services. The Subdivider will install at its expense water and sanitary sewer services to serve the lots within the Subdivision. Said lines will be connected to the existing mains and laterals at appropriate places, sizes, locations, and standards as approved by the Public Works Department and Heights Water and shall be in conformance with the design

standards, specifications, rules, and regulations of the City of Billings, Heights Water, and the Montana Department of Environmental Quality.

- 3) ~~Public Works Belknap Fees.~~ The property is subject to the appropriate local and interior wastewater construction fees in effect at the time of payment. Payment shall be made when application is submitted to extend sanitary sewer.
- 4) System Development Fees. The Subdivider acknowledges that the Subdivision shall be subject to applicable system development fees in effect at the time new water and/or sewer service connections are made.

The Subdivision Improvements Agreement does not constitute an approval of extension of or connection to water mains and sanitary sewers. The property owner shall make application for extension/connection of water to Heights Water and sanitary sewer to Public Works Belknap. The extension/connection to water and sanitary sewer is subject to the approval of the applications and the conditions of approval. Applications will need to be submitted for processing prior to the start of any construction. The appropriate water and wastewater ~~interior and local mains construction fees~~ system development and franchise fee in effect shall be submitted with the application.

- 5) Other Facilities. All telephone, gas, electrical power, and cable television lines within the public right-of-way shall be installed prior to street paving. The location of all such facilities within the public right-of-way shall be subject to approval of the City Engineer.
- 6) Irrigation Ditch. Any alteration of the existing lateral ditch on the property shall be approved by BBWA and the affected water users so as not to affect downstream users.

C. STORM DRAIN SYSTEM

The City of Billings storm drain system is available in ~~Bench Boulevard and Wicks Lane~~ adjacent to the Subdivision. The widening of ~~Bench Boulevard and Wicks Lane~~ will utilize the existing storm drain system by using inlets and piping to drain the street. Individual storm drain services will be extended to the property lines to serve each lot. All improvements

shall be in accordance with the City of Billings *Stormwater Management Manual* and as approved by the City Engineer.

D. SURVEY MONUMENTS

Survey monuments shall be installed as required by the City Subdivision Ordinance and the Montana Subdivision and Platting Act.

E. PARKS

Park dedication for the Subdivision ~~will be~~was previously met by cash contribution. ~~The dedication will be based on the square footage of 11 percent of the net area of the Subdivision, which will be used for residential development. The evaluation of price per square foot will be calculated by the sale price (if less than one year) or an appraisal. Said contribution will be made prior to filing the plat.~~

IV. LEGAL PROVISIONS

- A.** Subdivider agrees to provide for any necessary adjustment or alteration of existing improvements in order to install the above improvements, and these will be done at Subdivider's expense.
- B.** Subdivider agrees to notify the City Engineer and Public Works Director of the date and hour construction is anticipated to begin on the required improvements and to keep the City Engineer and Public Works Director informed of the progress of construction. If the construction is stopped for any reason other than overnight, holidays, and weekends, the Subdivider agrees to notify the City Engineer and the Public Works Director of the stoppage. Further, Subdivider agrees to notify the City Engineer and the Public Works Director not less than four hours before construction is scheduled to resume.
- C.** There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the development described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owners specifically agree that they are waiving valuable rights and do so voluntarily. In the event the Subdivider fails or refuses to commence construction under a private contract, the

City shall be entitled to rely on the Waiver and create the district or districts necessary to install said improvements.

- D.** In the event the improvements are constructed through private contract, then the Subdivider will be held responsible for the care and maintenance of all improvements until completion and final acceptance by the City. If the improvements are constructed utilizing a special improvement district, then the special improvement district shall be responsible for the care and maintenance of all improvements until completion and final acceptance by the City.
- E.** As described, the improvements referred to herein shall be installed by utilizing the mechanics of special improvement districts and/or by using private contracts, which shall be secured by cash in escrow, letter of credit, or a letter of commitment to lend funds from a commercial lender in accordance with the City of Billings Subdivision Regulations. In the event Subdivider fails to install or construct such improvements or fails to finance in another satisfactory manner at the time performance is due, the City may initiate the creation of a special improvement district or districts and shall be entitled to rely on the Waiver in connection with creation of said districts.

Subdivider agrees that the final plat cannot be filed, no lots within the Subdivision can be conveyed or transferred, and no building permits shall be issued until a private contract, as required above, has been executed, or satisfactorily secured, to install or construct the improvements required; or a special improvement district has been created, the bonds have been sold, and a construction contract has been executed. Occupancy permits shall not be issued for any lots until water and sewer main services and street improvements have been accepted and approved by the City.

- F.** While the improvements are being constructed hereunder, the construction site shall be kept free and clear of all unsightly accumulation of rubbish and debris, and the public shall be protected by the use and maintenance of sufficient and proper barricades, lights, and related construction items as specified in the Manual of Uniform Traffic Control Devices during the course of construction.
- G.** Subdivider agrees to guarantee all improvements for a period of one (1) year from the date of final acceptance by the City of Billings by a requirement in the special improvement district or private contract that the contractor must guarantee improvements for a period of one (1) year after final acceptance by the City.

- H.** The owners of the properties involved in this proposed Subdivision by signature subscribed hereinbelow agree, consent, and shall be bound by the provisions of this Agreement.
- I.** The agreements and all statements in this Agreement shall run with the land and shall be binding on the heirs, personal representatives, successor and assigns of the respective parties.
- J.** In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.
- K.** Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.
- L.** Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt him from such compliance.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

SUBDIVIDER

KING PLACE, LLC

| By: _____

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this _____ day of _____, 2011, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who executed the foregoing instrument as Member of KING PLACE LLC, a Montana partnership, and acknowledged to me that he/she executed the same.

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

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

“CITY”
THE CITY OF BILLINGS
MONTANA

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this _____ day of _____, 2011, before me, a Notary Public in and for the State of Montana, personally appeared _____ and _____, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

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

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

Approved as to form:

City Attorney

WAIVER

FOR VALUABLE CONSIDERATION, the undersigned, being the Subdivider and all of the owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more special improvement districts for street light construction, sidewalks, parks, curbs and gutters, street light maintenance, and energy, driveway approaches, traffic lights, and traffic control devices, streets, water lines, sanitary sewer, storm drain (to provide drainage for runoff water within or from outside of the Subdivision), park maintenance, and other improvements incident to the above which the City of Billings may require.

This Waiver and Agreement is independent from all other Agreements and is supported by sufficient independent consideration to which the undersigned are parties and shall run with the land and shall be binding upon the undersigned, their successors and assigns, and the same shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana.

The real property hereinabove mentioned is more particularly described as follows, to-wit:

AMENDED PLAT OF LOT 1, BLOCK 1, KING PLACE SUBDIVISION

By: _____
KING PLACE, LLC

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this _____ day of _____, 2011, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me be the person who executed the within instrument and acknowledged to me that he executed the same.

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

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

Regular City Council Meeting

Date: 06/27/2011

TITLE: Public Hearing and 1st Reading Ordinance Designating Empire Parking Garage as an Urban Renewal Project and Approving the Use of Tax Increment Finance

PRESENTED BY: Bruce McCandless, Asst. City Administrator

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The City Council created the Expanded N. 27th Street Urban Renewal Area in 2005. The Urban Renewal Plan indicated that public parking would be needed to promote revitalization and that tax increment finance (TIF) would be used to finance projects in part or in whole. Earlier this year the Council agreed to purchase property on Montana Avenue for constructing a new parking garage. In order to use tax increment finance bonds for the garage, the City's bond counsel advises that the project be specifically named as an urban renewal project and that tax increment finance may be used for the bond debt. The Council should conduct a public hearing on the proposal and consider adopting the ordinance on first reading.

ALTERNATIVES ANALYZED

The City Council may conduct the public hearing and:

- Approve the ordinance naming the Empire Parking Garage as an Expanded N. 27th Street Urban Renewal Area project and authorizing tax increment finance be used for the garage debt, or
- Not approve the ordinance. If the ordinance is not approved, bond counsel may refuse to give an unqualified opinion on the authority for and taxability of bonds issued for this purpose. That will make bonds almost impossible to sell.

FINANCIAL IMPACT

There is no direct financial impact from adopting the ordinance. If the project proceeds to full funding, the City may issue \$10 million - \$15 million of tax increment bonds.

RECOMMENDATION

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

APPROVED BY CITY ADMINISTRATOR

Attachments

Ordinance

ORDINANCE NO. _____

ORDINANCE APPROVING THE EMPIRE PARKING GARAGE AND NORTHERN HOTEL PROJECT AS URBAN RENEWAL PROJECTS IN THE EXPANDED NORTH 27TH STREET URBAN RENEWAL AREA - 2008; AUTHORIZING THE FINANCING THEREOF WITH TAX INCREMENT REVENUES; AND DETERMINING THAT THE DISPOSITION OF PARKING SPACES AND RETAIL SPACES AS SET FORTH IN CERTAIN REAL ESTATE DOCUMENTS IS REASONABLE AND FAIR WITHIN THE MEANING OF MONTANA CODE ANNOTATED, SECTION 7-15-4263

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

Section 1. Recitals.

1.01. On July 11, 2005, the City Council adopted Ordinance No. 05-5333, which created the North 27th Street District Urban Renewal Area as an urban renewal district and approved the North 27 Street Urban Renewal Plan (the "North 27th Street Plan") containing a tax increment financing provision. On November 13, 2006 and December 8, 2008, the City Council adopted Ordinance Nos. 06-5394 and 08-5483, respectively, which expanded the boundaries of the North 27th Street Urban Renewal Area and amended the North 27th Street Plan to create the Expanded North 27th Street Urban Renewal Area – 2008 (the "District").

1.02. In adopting the North 27th Street Plan, the City noted the need for additional public parking in the District, and the North 27th Street Plan contemplates the development of additional parking in the District. The North 27th Street Plan determined it necessary to use tax increment financing to encourage private reinvestment within the District, and provided for the segregation of the tax increment; and the North 27th Street Plan further contemplates the use of tax increment received in the District to finance the costs of development projects approved by the Council, including issuing bonds secured by the tax increment, as a way of encouraging private investment, and development and redevelopment in the District.

1.03. The Council on June 27, 2011, conducted a public hearing on a proposal to undertake urban renewal projects in the District, to finance the costs thereof with tax increment revenues and to provide for the sale of parking spaces and retail space to certain private persons, all as authorized by Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended (the "Act").

1.04. Pursuant to the Act and the procedures contained in the North 27th Street Plan, and Resolution No. [___], adopted June 13, 2011, the City has set forth its intention to use tax increment in an amount sufficient to finance all or a portion of certain urban renewal projects and has undertaken to designate and approve the following urban renewal projects (the "Projects"):

(a) Empire Parking Garage. The Downtown Billings Partnership has proposed that the City build a 505-car parking garage and 18,000-square-foot retail space

on the corner of North 27th Street and Montana Avenue (the “Empire Parking Garage”). The Empire Parking Garage is proposed to be built on the site of the Northern Hotel’s current parking structure, the Windsor Court office building, and the parking lot that was once the site of the Empire Bar. It is necessary for the City to acquire such property from the respective owners. The total estimated costs of designing, acquiring land for, and the construction of the Empire Parking Garage is \$21,000,000. To pay a portion of the costs of Empire Parking Garage, the City proposes to issue tax increment revenue bonds in the estimated amount of \$15,000,000 (the “Bonds”). Costs of the Empire Parking Garage in excess of the proceeds of the Bonds will be paid from tax increment funds on hand, City parking funds, proceeds from the sale of the Park IV Parking Garage, if any, and proceeds from the sale of parking spaces and the retail space in the Empire Parking Garage to the Sellers (as hereinafter defined). The Bonds proposed to be issued would be payable from the tax increment revenue generated in the District.

(b) Northern Hotel Project. Zootist Hospitality, LLC, a Montana limited liability company, owns and plans to rehabilitate and redevelop the Northern Hotel in the District and has requested that the City reimburse it for the costs of certain qualified improvements from tax increment of the District (the “Northern Hotel Project”). It is proposed that the City will reimburse Zootist Hospitality, LLC from tax increment revenues in the District, on a subordinate lien basis and on other terms and conditions set forth in the Development Agreement (as hereinafter defined), the costs of the following improvements to the Northern Hotel Project (collectively, the “Qualified Improvements”).

- new sewer and storm sewer connections,
- new water service;
- irrigation improvements on streetscape;
- sidewalk demolition;
- asbestos demolition and abatement;
- general demolition of dilapidated/outdated structures;
- new energy efficient windows;
- repair of exterior masonry;
- landscaping and site work;
- upgrade and replace exterior doors;
- hoisting services – equipment rental; and
- concrete work and rebar - exterior.

The estimated cost of the Qualified Improvements is \$2,180,827. The City's obligation to reimburse Zootist Hospitality, LLC shall be dependent upon completion of the Northern Hotel Project and completion of the Qualified Improvements and is limited to the actual costs of the Qualified Improvements, not to exceed \$2,180,827 or the Maximum Reimbursement Amount. The Maximum Reimbursement Amount is calculated based on 33% of the difference between \$2,110,130 (the 2010 assessed value of the Northern Hotel located in Billings Original Townsite 613, Block 109, Lots 8-12) and the assessed value of the same property including improvements thereon in the first full tax year following completion of the Northern Hotel Project.

1.05. The Council approved and the City has entered the following agreements (collectively, the "Real Estate Documents") with respect to the Projects:

(a) Real Estate Purchase Agreement dated as of May 4, 2011 with Alley Cat Investments, LLC ("Alley Cat") pursuant to which the City agreed to purchase seven of the lots necessary for the construction of the Empire Parking Garage at a purchase price of \$1,635,000 (the "Alley Cat Purchase Agreement").

(b) Sale and Purchase Agreement dated as of May 31, 2011 with Zootist Garage, LLC pursuant to which the City agreed to purchase the five other lots necessary for the construction of the Empire Parking Garage at a purchase price of \$810,000 (the "Zootist Purchase Agreement"). The current Northern Hotel parking garage is located on such property.

(c) Development Agreement dated as of May 31, 2011 with Zootist Hotel, LLC (the "Development Agreement") pursuant to which the City agreed to reimburse Zootist Hotel, LLC from tax increment revenues of the District for the costs of the Qualified Improvements.

(d) Lease Agreement dated as of May 4, 2011 with Alley Cat (the "Alley Cat Lease") to lease back to Alley Cat for \$1.00 a portion of the property acquired from it for continued use as a parking lot until the City is ready to commence construction of the Empire Parking Garage.

(e) Lease Agreement dated as of May 31, 2011 with Zootist Hospitality, LLC (the "Zootist Lease"), pursuant to which the City leases back to Zootist Hospitality, LLC for \$1.00 the current Northern Hotel parking garage until the City is ready to commence construction of the Empire Parking Garage.

(f) Empire Garage Option Agreement, dated May 4, 2011 (the "Alley Cat Option Agreement") pursuant to which the City has granted Alley Cat an irrevocable option and right of first refusal to purchase first floor retail space in the Empire Parking Garage for fair market value and a right to purchase a minimum of 25 first floor ground level parking spaces in the Empire Parking Garage as replacement parking for a purchase price of \$4,331.55 per space. Pursuant to the Alley Cat Option Agreement, the City also granted Alley Cat a right to repurchase the property sold to the City pursuant to Alley Cat Purchase Agreement if the City terminates its plan to build the Empire Parking Garage.

(g) Empire Garage Option Agreement, dated May 31, 2011 (the “Zootist Option Agreement”), with Zootist Garage, LLC and Zootist Hospitality, LLC (collectively, “Zootist”) pursuant to which the City granted Zootist an irrevocable option and right of first refusal to purchase first floor retail space in the Empire Parking Garage for fair market value and the right to purchase 187 contiguous parking spaces in the Empire Parking Garage chosen by Zootist as replacement parking for a purchase price of \$4,331.55 per space, which equals the purchase price for the property sold to the City pursuant to the Zootist Purchase Agreement. Pursuant to the Zootist Option Agreement, the City also agreed to provide Zootist with alternative parking for up to 100 construction workers renovating and rehabilitating the Northern Hotel, granted Zootist a right to approve the design plans for the Empire Parking Garage and granted Zootist a right to repurchase the property sold to the City pursuant to the Zootist Purchase Agreement if the City terminates its plan to build the Empire Parking Garage. If at the time of terminating its plan to build the Empire Parking Garage the City has demolished any part of the current Northern Hotel parking garage, the City will be obligated to compensate Zootist for any amounts necessary to complete the demolition and rebuild 187 parking spaces.

1.06. Pursuant to Resolution No. [___], a public hearing was duly noticed and held on June 27, 2011, at which all persons wishing to speak were given the opportunity to address the Council with respect to approval of the Projects as urban renewal projects, to finance the costs thereof with tax increment revenues and to provide for the sale of parking spaces and retail space in the Empire Parking Garage to the Sellers.

Section 2. Findings. The Council hereby finds, with respect to each of the Projects described in Section 1.04, as follows:

(a) a workable and feasible plan exists for making available adequate housing for any persons who may be displaced by the Projects;

(b) the Plan and the Projects conform to the comprehensive plan or parts thereof for the City as a whole;

(c) the Plan and the Projects will afford maximum opportunity, consistent with the needs of the City as a whole, for the rehabilitation or redevelopment of the District by private enterprise;

(d) based on the findings and recommendations of Springsted, Inc., the City’s financial advisor, using estimated annual tax increment receipts of \$1,900,000 per year from the District, the City can issue and pay annual debt service on approximately \$15,000,000 of Bonds. The proceeds of the Bonds and the other funds identified in Section 1.04 hereof will be adequate to cover the costs of the Empire Parking Garage. Thus, there is a workable plan of financing for the Empire Parking Garage based on construction estimates as of the date of this Ordinance;

(e) based on tax increment receipts of \$1,900,000 a year, the City estimates there will be adequate tax increment revenue remaining each year after the payment of the estimated annual debt service on the Bonds to reimburse Zootist Hospitality, LLC for the Qualified Improvements in accordance with the provisions of the Development Agreement. Thus there is a

workable plan of financing for the Northern Hotel Project, based on construction estimates as of the date of this Ordinance; and

(f) each of the Projects constitutes an urban renewal project within the meaning of the Act and the Plan.

Section 3. Approval of Projects and Financing.

3.01. The Projects are hereby approved as urban renewal projects.

3.02. The Council approves the use of tax increment revenues to finance a portion of the Empire Parking Garage and sets forth its intention to issue Bonds in the estimated principal amount of \$15,000,000.

3.03. The Council approves the use of tax increment revenues to reimburse the costs of the Qualified Improvements in connection with the Northern Hotel pursuant to the Development Agreement.

Section 4. Procedure for Disposition of Tax Increment Financed Property. The disposition of parking spaces and retail spaces as set forth in the certain real estate documents as set forth in Section 1.05 hereof is reasonable and fair within the meaning of Montana Code Annotated, Section 7-15-4263.

Section 5. Effective Date. This Ordinance shall take effect from and after 30 days of its passage by the City Council and approval by the Mayor.

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PASSED AND APPROVED by the City Council of the City of Billings, Montana, on the second reading this 11th day of July, 2011.

Mayor

Attest: _____
City Clerk

[Signature page to Ordinance Approving
the Empire Parking Garage and Northern Hotel Project as Urban Renewal Projects]

Regular City Council Meeting

Date: 06/27/2011

TITLE: Sale of Lots 9-12, Block 142, Original Town of Billings

PRESENTED BY: Bruce McCandless, Asst City Administrator

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

At the February 14, 2011 meeting, the City Council considered the Community Development Board's recommendation to donate lots 9-12, block 142 Original Townsite of Billings to RiverStone Health. The property is located on the southwest corner of 1st Avenue South and S. 25th Street and contains 14,000 sq. ft. The Council rejected the recommendation and directed staff to post and advertise the property for sale and to return the item to the Council at the June 27, 2011 meeting. Staff completed the Council's instructions and received three (3) offers for the property:

- | | |
|--------------------------|----------|
| • Montana Rescue Mission | \$70,005 |
| • Tom and Sherlene O'Dea | \$40,000 |
| • RiverStone Health | \$70,000 |

The Council should conduct a public hearing regarding the property's sale and consider selling the property to one of the offerors or direct staff to retain the property in the city's land inventory.

Staff recommends that the Council sell the property to RiverStone Health for the offered amount. RiverStone Health has shown its commitment to this location on 1st Avenue South by its recent building expansion, it owns adjacent vacant property, has a vested interest in maintaining this property until it is ready to develop and it offered a recent appraisal value of \$5/sq. ft. The Montana Rescue Mission also owns adjacent vacant property but has no other presence in the vicinity. It controlled this property for five (5) years and was unable to develop it during that time despite receiving the property as a City donation. Its offer is \$5 more than RiverStone's, so there is essentially no lost revenue if the Council declines to sell the property to the Rescue Mission. The high offers are from tax exempt entities, so the vacant and/or improved properties will not generate tax revenue for the City. The O'Dea's offer is substantially below the others but the property would be taxable. The O'Dea's did not disclose development plans.

ALTERNATIVES ANALYZED

Selling property is discretionary, so the City Council may choose to sell the property to any of the offerors or may decline the offers and retain the property.

FINANCIAL IMPACT

The property was exchanged for other property that was acquired with Community Development Block Grant funds. The Council traditionally allows the purchasing or managing department to retain the sale proceeds, so unless directed otherwise, the Community Development Division will receive the funds.

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and sell lots 9-12 block 142 OTB to RiverStone Health for their offer of \$70,000.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Date: 06/27/2011

TITLE: MPEA Contract Renewal

PRESENTED BY: Tina Volek

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Tentative agreement on a 2-year contract between the City of Billings and the Montana Public Employees Association (MPEA) Billings Police Unit was reached on June 15, 2011. The Billings Police Unit, which represents all officers below the rank of sergeant, is scheduled to vote on the contract the week of June 20. The City Council is being asked to approve the contract if the Police Unit vote is successful.

Major changes in the proposed contract include the following:

Year 1 (July 1, 2011-June 30, 2012)

- 0% cost of living adjustment (COLA);
- \$688 of the City-paid monthly health insurance premium to be paid through each employee's salary, increasing pre-tax contributions to retirement by the employee, the City and the state;
- Creation of a step at year 22 of the Hourly Police Pay Schedule with a 2% increase over year 20, the previous step. Currently, the Police Department has 12 steps over 20 years;
- Increasing the compensatory time for field training officers from 10 to 20 hours of comp time in phases 1, 2 and 3 of training and from five to 10 hours of compensatory time in phase 4; and
- Clarifying changes in the language involving longevity, use of a clothing/equipment reimbursement allowance and disciplinary investigations.

Year 2 (July 1, 2012-June 30, 2013)

- 2.5 % COLA;
- Health insurance premium paid through each employee's salary increased to \$800 per month; and
- Newly hired employees become eligible for longevity in the 6th year of employment, two years later than in the current contract.

A complete copy of the proposed new agreement will be included in the Council's Friday packet. A simple majority of the Council Members in attendance at the meeting is necessary for approval.

ALTERNATIVES ANALYZED

If the Police Unit vote is positive, the City Council may:

- Approve the agreement as presented;
- Postpone action on the agreement; or
- Deny approval, returning the matter to the negotiation table.

FINANCIAL IMPACT

The Police Unit has 118 members. Anticipated cost to the City in the first year of the contract is about \$139,200 for retirement on the health insurance premiums and \$14,400 for a 2% increase at year 22 in the salary scale, for a total of \$153,600. Anticipated cost in the second year would be an additional \$180,430 for the COLA and \$7,700 for the increase in the retirement payment on health insurance premiums, for a total of \$188,130.

The exact benefit from the 2-year extension of time before longevity would begin will depend on the number of officers hired in each year, but will benefit the City. It marks the second contract in a row in which the Billings Police Unit has agreed to extend the entry time for newly hired officers to be eligible for longevity.

Since negotiations were underway while the Fiscal Year 2012 budget was being prepared, the cost of the contract would be taken from General Fund reserves and would be transferred in the first quarter budget amendments.

BACKGROUND

For the first time in many years, the City is conducting negotiations with all three of its bargaining units at one time, at the Council's request. Contract negotiations are on-going with Teamsters Local #190 and International Association of Fire Fighters Local 521.

The Police Unit is cognizant of the City's financial situation, as demonstrated by the proposed agreement; by contrast, the last 2-year agreement cost \$345,000 in the first year and \$233,000 in the second year. Because there is a 0% COLA and the officers' retirement contributions will increase after the health insurance premiums are added to their gross pay, they will have lower net pay in the first year of this contract when compared to last year's compensation.

STAKEHOLDERS

Not Applicable

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

Not Applicable

RECOMMENDATION

The staff recommends approval of the proposed contract with MPEA Billings Police Unit for a period from July 1, 2011, to June 30, 2012.

APPROVED BY CITY ADMINISTRATOR
