

# CITY OF BILLINGS

## CITY OF BILLINGS VISION STATEMENT:

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

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### AGENDA

COUNCIL CHAMBERS

July 25, 2011

6:30 P.M.

CALL TO ORDER – Mayor Hanel

PLEDGE OF ALLEGIANCE – Mayor Hanel

INVOCATION – Mayor Hanel

ROLL CALL

MINUTES:

- June 27, 2011
- July 5, 2011
- July 11, 2011

COURTESIES

PROCLAMATIONS

ADMINISTRATOR REPORTS - TINA VOLEK

**PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Item #1 ONLY. Speaker sign-in required.** (Comments offered here are limited to one (1) minute. Please sign up on the clipboard located at the podium. Comment on items listed as public hearing items will be heard ONLY during the designated public hearing time for each respective item. For Items not on this agenda, public comment will be taken at the end of the agenda.)

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

A. **Bid Awards:**

1. **P25 Digital Radio, NG9-1-1 Telephone System, and Digital Logging Recorder.** (Opened 7/5/2011) Recommend Cassidian Communications, Inc.; \$2,147,000.
2. **Swords Park Trail II STPE 1099 (60) Construction.** (Opened 7/12/2011) Recommend Knife River; \$621,535.40.

3. **W.O. 10-05: 2nd & 3rd Avenues North Two-Way Conversion.** (Opened 7/12/11)  
Recommend HighMark Traffic Services; \$74,334.05.
- B. **Approval** of Signal Emergency Response Agreement with the Montana Department of Transportation. Revenue based on labor, materials, and equipment.
- C. **Amendment #17, Airport Storm Water Master Plan Update.** Engineering Design Services Contract, Morrison-Maierle, Inc., \$176,038.
- D. **Sidewalk Easement** with TNC Development, LLC, for the westerly five feet of Lot 4, Block 3, Weil Subdivision.
- E. **Street Closures:**
  1. Billings Association of Realtors Quality of Life Runs. Saturday, August 20, 2011; 7 a.m. to 11 a.m.; The 5-mile run starts at Masterson Circle, along Airport Road to N. 27th, on Rimrock Rd to Virginia Lane, to Parkhill Dr., through Pioneer Park and back to Parkhill, along 32nd Street and finishing in the Transwestern Parking Lot north of 6th Ave N. The 2-mile run is on the same route but starts along Rimrock Road.
  2. Chase Hawks Memorial Association Burn the Point/Street Dance. September 2, 2011, from 5:30 p.m. to 12:30 a.m. on September 3, 2011; established downtown parade route and N. 28th between 1st and 2nd Avenues North.
  3. Billings Public Schools Opening Day for Teachers and Administrators. August 23, 2011; 7:15 a.m. to 11:30 a.m.; North 28th Street between 3rd and 4th Avenues North.
- F. **Approval** of loan from the General Fund to the North 27th Street Tax Increment Fund; \$800,000 with 1.47% interest rate; repayment from the North 27th Street Tax Increment revenue in December 2011 and June 2012.
- G. **Approval** of grant application and acceptance of the 2011 Justice Assistance Grant (JAG) for Police Department equipment purchases; \$71,253.
- H. **Approval and acceptance** of United Way of Yellowstone County Grant for Enforcing Underage Drinking Laws (EUDL); \$18,760.
- I. **Resolution** authorizing the issuance and calling for a private negotiated sale of \$2,620,000 Special Improvement District 1360 bonds.
- J. **Approval** of extension of preliminary plat approval date for two years for Skyview Ridge Subdivision, 1st Filing; setting a new expiration date of August 13, 2013.
- K. **Preliminary Subsequent Minor Plat** of Sheldon Wolf Subdivision described as two lots on approximately 0.5 acre of land on the south side of Pemberton Lane in the Heights; Sheldon and Nickala Wolf, owners; Sanderson Stewart, agent; conditional approval of the plat and adoption of the findings of fact.

**L. Bills and Payroll:**

1. June 30, 2011
2. April 1, 2011 - June 30, 2011 (Municipal Court)

**REGULAR AGENDA:**

2. **PUBLIC HEARING AND SPECIAL REVIEW #890:** a special review to allow a drive-through service in a Community Commercial (CC) zone across the alley from a residential zone and to allow the use of property zoned Residential 6,000 (R-60) for public parking on property generally located on the northwest corner of the intersection of Grand Avenue and 14th Street West and described as Lots 1 through 12 and 47 and 48, Block 2, Evergreen Subdivision; Stockman Bank; owner. Zoning Commission recommends conditional approval. (Action: approval or disapproval of Zoning Commission recommendation.)
3. **PUBLIC HEARING AND FIRST READING ORDINANCE FOR ZONE CHANGE #877:** a zone change from Planned Development – Neighborhood Commercial to Planned Development – Neighborhood Commercial with an allowance for the on-premise sale of beer and wine without gaming and the provision of catering services on a 37,739 square foot parcel of land described as Lot 3, Block 40, Harvest Subdivision, 4th Filing, generally located at 3210 Henesta Drive. Steel Properties, Ronald Steel, President, owner; Siam Thai, LLC and Andrew Billstein, Billstein Law Firm, representatives. Zoning Commission recommends approval of the zone change and adoption of the determinations of the 12 criteria. (Action: approval or disapproval of Zoning Commission recommendation.)

**PUBLIC COMMENT** on Non-Agenda Items -- Speaker Sign-in required. (*Restricted to ONLY items not on this printed agenda. Comments offered here are limited to 3 minutes. 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**

**Meeting Date:** 07/25/2011

**TITLE:** Bid Award - P25 Digital Radio, NG9-1-1 Telephone System, and Digital Logging Recorder

**PRESENTED BY:** Tina Volek

**Department:** Fire

**Information**

**PROBLEM/ISSUE STATEMENT**

The City’s existing 800 MHz radio system is nearing the end of its serviceable life and is due for replacement. In addition to providing critical radio communications for public safety and other City departments, a new radio system designed to digital P25 standards will enable the City to achieve interoperability with Yellowstone County’s radio system and other radio systems in the region. Additionally, the City’s current 9-1-1 telephone system is at an age where maintenance and service will become problematic. The general public’s use of technology devices has placed a demand on public safety communications to be able to accept and process the text and video that can be transmitted from cellular phones and computers. A new 9-1-1 telephone system designed to NextGen911 standards will allow the City to respond to the emerging technologies in the communications market. Lastly, a new digital logging recorder is necessary to preserve public safety telephone and radio traffic. The City advertised for bids on a Communications Suite to include a digital P25 radio system, a NextGen911 telephone system and a digital logging recorder. Three bids were received. Two bidders submitted bids for the entire Communications Suite (radio/9-1-1 telephone/recorder): Cassidian Communications (\$2,147,000), and EF Johnson Incorporated (\$1,888,000). One bidder elected to bid only the 9-1-1 Telephone component: Qwest Communications (\$415,231). Two bids were determined to be non-responsive to sections of the bid document. Cassidian Communications met or exceeded all specifications outlined in the bid document.

**ALTERNATIVES ANALYZED**

The Council may: Award the contract for the P25 Digital Radio, NG9-1-1 Telephone System, and Digital Logging Recorder; or Reject all bids for P25 Digital Radio System, NG9-1-1 Telephone System, and Digital Logging Recorder.

**FINANCIAL IMPACT**

The new radio and communication systems will cost \$2,213,000, including interest, with payments over three years. Following is a breakdown of relevant costs per system.

	FY 12	FY13	FY 14	Total
911 System	168,364	155,645	103,763	427,772
Radio System	702,636	649,555	433,037	1,785,228
Total Payments	871,000	805,200	536,800	2,213,000

The 911 system will be paid for using 911 Fund revenues. Reserves from the Radio Fund will be used to reduce radio assessments to departments in all three years. The anticipated money from the landfill methane gas sales of \$200,000 per year is used to reduce years FY 13 and 14 payments. Staff is recommending that the methane gas money be used to help purchase the radio system. Following is a breakdown of the remaining amount in payments.

	FY 12	FY 13	FY 14	Total
Public Safety Fund Payments	96,944	83,690	46,466	227,100
Other Departments	76,292	65,865	36,571	178,728
<b>Total Payments</b>	<b>173,236</b>	<b>149,555</b>	<b>83,037</b>	<b>405,828</b>

The Police Chief and the Fire Chief have agreed to reduce other expenditures in order to help pay for the new radio system from their existing budgets.

**RECOMMENDATION**

Staff recommends that Council award the contract to Cassidian Communications, Inc. for \$2,147,000.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 07/25/2011

**TITLE:** Swords Park Trail II STPE 1099 (60) Construction Bid Award

**PRESENTED BY:** Mike Whitaker

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

**Information**

**PROBLEM/ISSUE STATEMENT**

The Swords Park Trail Phase II project is a federally funded project with a total budget of \$953,604.00. After consultant fees the remaining construction budget is \$718,929.75. This project includes constructing a 10-foot wide multi-use trail from the east end of the existing Swords Park Trail (Phase I) to the existing trail south of the interchange at Airport Road and Aronson Avenue. Way-finding signage will also be part of the base bid. The construction period will be for 60 days beginning on or about August 1st. Bids were open on July 12, 2011. There were 3 bidders and Knife River is the apparent low bidder with a base bid price of \$547,219.70. Because of favorable bid results, staff recommends taking advantage of several additive bids for signage, landscaping, benches and completing the trail connections on the north side of Alkali Creek Road, as follows:

Base Bid	\$547,219.70
Schedule 1 Additive #1	\$4,457.00
Schedule 1 Additive #2	\$4,916.00
Schedule 1 Additive #3	\$4,415.50
Schedule 1 Additive #4	\$1,415.00
Schedule 1 Additive #5	\$6,500.00
Schedule 1 Additive #6	\$3,600.00
Schedule 2 Additive #7	<u>\$49,012.20</u>
TOTAL BID PRICE	\$621,535.40

See Bid Tabulation Attachment A for more detailed cost and project information.

**ALTERNATIVES ANALYZED**

The City Council may:

1. Accept the bid of \$621,535.40; or
2. Reject all bids and provide direction to staff.

**FINANCIAL IMPACT**

There will be no financial impact to the City.

**RECOMMENDATION**

The Billings Parks, Recreation and Public Land Department recommends awarding the bid to Knife River for the amount of \$621,535.40.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Swords Park Bid Tab

PROJECT: **Swords Park Trail II**  
 S.S. PROJECT NO.: **05025.02**

BID DATE: **July 12, 2011**  
 BID TIME: **2:00 PM MDT**

**Engineer's Estimate**

**Knife River**

**CMG Construction, Inc.**

**Hardrives Construction, Inc.**

ITEM NO.	EST. QTY.	Unit	DESCRIPTION	UNIT PRICE \$	TOTAL PRICE \$	UNIT PRICE \$	TOTAL PRICE \$	UNIT PRICE \$	TOTAL PRICE \$	UNIT PRICE \$	TOTAL PRICE \$
<b>SCHEDULE I -SWORDS PARK TRAIL II</b>											
101	1	LS	Mobilization and Insurance	\$25,524.83 / LS =	25,524.83	26,000.00 / LS =	26,000.00	30,000.00 / LS =	30,000.00	2,831.92 / LS =	2,831.92
102	1	LS	Traffic Control During Construction	\$5,000.00 / LS =	5,000.00	10,070.00 / LS =	10,070.00	4,000.00 / LS =	4,000.00	3,632.77 / LS =	3,632.77
103	1	LS	Stormwater Management and Erosion Control	\$10,000.00 / LS =	10,000.00	15,000.00 / LS =	15,000.00	25,000.00 / LS =	25,000.00	10,962.39 / LS =	10,962.39
104	4,860	SY	Erosion Control Blanket	\$3.50 / SY =	17,010.00	3.40 / SY =	16,524.00	3.00 / SY =	14,580.00	2.91 / SY =	14,142.60
105	3,045	SY	Hydro Mulch	\$5.00 / SY =	15,225.00	0.52 / SY =	1,583.40	0.40 / SY =	1,218.00	12.06 / SY =	36,722.70
106	6,907	SY	Remove Existing Asphalt	\$4.00 / SY =	27,628.00	2.60 / SY =	17,958.20	5.00 / SY =	34,535.00	2.63 / SY =	18,165.41
107	61	SY	Remove Existing Bike Path	\$10.00 / SY =	610.00	3.00 / SY =	183.00	5.00 / SY =	305.00	31.51 / SY =	1,922.11
108	1	LS	Remove Existing Guard Rail	\$2,500.00 / LS =	2,500.00	2,500.00 / LS =	2,500.00	3,500.00 / LS =	3,500.00	3,327.33 / LS =	3,327.33
109	5	EA	Remove Existing Trees	\$1,000.00 / EA =	5,000.00	550.00 / EA =	2,750.00	500.00 / EA =	2,500.00	870.97 / EA =	4,354.85
110	1	LS	Sawcut Existing Trail	\$1,000.00 / LS =	1,000.00	250.00 / LS =	250.00	500.00 / LS =	500.00	293.14 / LS =	293.14
111	1	LS	Sawcut Existing Road	\$2,500.00 / LS =	2,500.00	1,500.00 / LS =	1,500.00	800.00 / LS =	800.00	293.14 / LS =	293.14
112	2,419	CY	Unclassified Excavation	\$7.50 / CY =	18,142.50	16.50 / CY =	39,913.50	12.00 / CY =	29,028.00	39.15 / CY =	94,703.85
113	6,062	SY	Asphalt Trail (3-inch)	\$13.00 / SY =	78,806.00	11.90 / SY =	72,137.80	17.00 / SY =	103,054.00	18.62 / SY =	112,874.44
114	767	CY	1 1/2 Base Course Gravel	\$24.00 / CY =	18,408.00	48.00 / CY =	36,816.00	35.00 / CY =	26,845.00	43.51 / CY =	33,372.17
115	236	SF	Concrete Trail (6-inches Thick)	\$8.00 / SF =	1,888.00	5.80 / SF =	1,368.80	8.00 / SF =	1,888.00	13.32 / SF =	3,143.52
116	722	SF	Concrete Trail (5-inch Thick)	\$6.00 / SF =	4,332.00	5.70 / SF =	4,115.40	8.00 / SF =	5,776.00	12.26 / SF =	8,851.72
117	19	EA	2x2-foot Pre-Cast Truncated Dome Panel	\$225.00 / EA =	4,275.00	120.00 / EA =	2,280.00	140.00 / EA =	2,660.00	156.21 / EA =	2,967.99
118	1	LS	Remove Existing Post and Cable Fence	\$5,000.00 / LS =	5,000.00	2,900.00 / LS =	2,900.00	2,500.00 / LS =	2,500.00	2,410.74 / LS =	2,410.74
119	1	LS	Relocated Rock Vehicle Barrier	\$25,000.00 / LS =	25,000.00	18,200.00 / LS =	18,200.00	9,000.00 / LS =	9,000.00	11,481.95 / LS =	11,481.95

PROJECT: **Swords Park Trail II**  
 S.S. PROJECT NO.: **05025.02**

BID DATE: **July 12, 2011**  
 BID TIME: **2:00 PM MDT**

ITEM NO.	EST. QTY.	Unit	DESCRIPTION	Engineer's Estimate		Knife River		CMG Construction, Inc.		Hardrives Construction, Inc.	
				UNIT PRICE \$	TOTAL PRICE \$	UNIT PRICE \$	TOTAL PRICE \$	UNIT PRICE \$	TOTAL PRICE \$	UNIT PRICE \$	TOTAL PRICE \$
120	17	EA	Trail and Traffic Sign with Post	\$750.00 / EA =	12,750.00	310.00 / EA =	5,270.00	450.00 / EA =	7,650.00	704.98 / EA =	11,984.66
121	9	EA	Way Finding Sign with Post	\$2,000.00 / EA =	18,000.00	740.00 / EA =	6,660.00	720.00 / EA =	6,480.00	1,111.65 / EA =	10,004.85
122	9	EA	Remove Existing Sign and Post	\$350.00 / EA =	3,150.00	62.00 / EA =	558.00	100.00 / EA =	900.00	128.46 / EA =	1,156.14
123	1	EA	Remove Road Closed Barricade	\$750.00 / EA =	750.00	150.00 / EA =	150.00	150.00 / EA =	150.00	393.81 / EA =	393.81
124	1	EA	Flexible Delineator	\$1,000.00 / EA =	1,000.00	55.00 / EA =	55.00	120.00 / EA =	120.00	331.50 / EA =	331.50
125	4	EA	Steel Bollard Delineator	\$2,500.00 / EA =	10,000.00	675.00 / EA =	2,700.00	900.00 / EA =	3,600.00	1,642.77 / EA =	6,571.08
126	1	LS	Yellow Epoxy Paint	\$3,000.00 / LS =	3,000.00	6,000.00 / LS =	6,000.00	7,000.00 / LS =	7,000.00	3,136.72 / LS =	3,136.72
127	737	SF	Limestone/Sandstone Retaining Wall	\$75.00 / SF =	55,275.00	26.00 / SF =	19,162.00	50.00 / SF =	36,850.00	19.09 / SF =	14,069.33
128	213	SF	Limestone Dry Stack Wall	\$75.00 / SF =	15,975.00	26.00 / SF =	5,538.00	55.00 / SF =	11,715.00	45.83 / SF =	9,761.79
129	7,905	SY	Seeding and Establishment of Grass	\$6.00 / SY =	47,430.00	3.00 / SY =	23,715.00	3.00 / SY =	23,715.00	3.16 / SY =	24,979.80
130	300	CY	Imported Topsoil Backfill (If Required by Engineer)	\$50.00 / CY =	15,000.00	32.00 / CY =	9,600.00	30.00 / CY =	9,000.00	37.47 / CY =	11,241.00
131	1	LS	Ledge Stone Rock Structure	\$75,000.00 / LS =	75,000.00	170,000.00 / LS =	170,000.00	140,000.00 / LS =	140,000.00	126,786.20 / LS =	126,786.20
132	155	CY	Class I MDT Rip Rap	\$50.00 / CY =	7,750.00	135.00 / CY =	20,925.00	125.00 / CY =	19,375.00	110.06 / CY =	17,059.30
133	307	SY	Geotex 601 Geotextile Fabric	\$6.00 / SY =	1,842.00	3.80 / SY =	1,166.60	4.00 / SY =	1,228.00	7.70 / SY =	2,363.90
134	1	LS	Clear Off Rock Ledge	\$500.00 / LS =	500.00	380.00 / LS =	380.00	2,000.00 / LS =	2,000.00	9,064.42 / LS =	9,064.42
135	5	EA	Relocated Rock with Flat Top for Informal Seating	\$150.00 / EA =	750.00	540.00 / EA =	2,700.00	400.00 / EA =	2,000.00	1,276.26 / EA =	6,381.30
136	1	EA	Mile Marker Sign and Post	\$500.00 / EA =	500.00	590.00 / EA =	590.00	600.00 / EA =	600.00	975.85 / EA =	975.85
<b>TOTAL FOR SCHEDULE I - SWORDS PARK TRAIL II</b>					<b>\$536,521.33</b>		<b>\$547,219.70</b>		<b>\$570,072.00</b>		<b>\$622,716.39</b>

PROJECT: **Swords Park Trail II**  
 S.S. PROJECT NO.: **05025.02**

BID DATE: **July 12, 2011**  
 BID TIME: **2:00 PM MDT**

				Engineer's Estimate		Knife River		CMG Construction, Inc.		Hardrives Construction, Inc.	
ITEM NO.	EST. QTY.	Unit	DESCRIPTION	UNIT PRICE \$	TOTAL PRICE \$	UNIT PRICE \$	TOTAL PRICE \$	UNIT PRICE \$	TOTAL PRICE \$	UNIT PRICE \$	TOTAL PRICE \$
<b>SCHEDULE I- ALTERNATE NO. ONE</b>											
<b>5-Inch Thick Concrete Trail Instead of Asphalt Trail</b>											
ALT1-112A	2,743	CY	Unclassified Excavation	\$7.50 / CY =	20,572.50	16.50 / CY =	45,259.50	12.00 / CY =	32,916.00	32.91 / CY =	90,272.13
ALT1-113A	54,556	SF	Concrete Trail (5-inch Thick)	\$5.00 / SF =	272,780.00	3.60 / SF =	196,401.60	4.50 / SF =	245,502.00	7.55 / SF =	411,897.80
<b>TOTAL FOR SCHEDULE I- ALTERNATE NO. 1</b>					<b>\$293,352.50</b>		<b>\$241,661.10</b>		<b>\$278,418.00</b>		<b>\$502,169.93</b>
<b>SCHEDULE I- ADDITIVE NO. 1</b>											
<b>I &amp; E Sign, Bench and Concrete Bulb Out at Spprox. Station 5+00</b>											
ADD1-1	3	CY	Unclassified Excavation	\$7.50 / CY =	22.50	60.00 / CY =	180.00	100.00 / CY =	300.00	60.00 / CY =	180.00
ADD1-2	72	SF	Concrete Trail (5-inch Thick)	\$5.00 / SF =	360.00	8.50 / SF =	612.00	10.00 / SF =	720.00	15.50 / SF =	1,116.00
ADD1-3	1	EA	I&E Sign and Framework Complete	\$3,000.00 / EA =	3,000.00	1,415.00 / EA =	1,415.00	2,200.00 / EA =	2,200.00	1,978.65 / EA =	1,978.65
ADD1-4	1	EA	Bench	\$1,000.00 / EA =	1,000.00	2,250.00 / EA =	2,250.00	1,500.00 / EA =	1,500.00	488.00 / EA =	488.00
<b>TOTAL FOR SCHEDULE I- ADDITIVE NO. 1</b>					<b>\$4,382.50</b>		<b>\$4,457.00</b>		<b>\$4,720.00</b>		<b>\$3,762.65</b>
<b>SCHEDULE I- ADDITIVE NO. TWO</b>											
<b>I &amp; E Sign, Bench and Concrete Bulb Out at Spprox. Station 17+50</b>											
ADD2-1	7	CY	Unclassified Excavation	\$7.50 / CY =	52.50	50.00 / CY =	350.00	100.00 / CY =	700.00	75.50 / CY =	528.50
ADD2-2	106	SF	Concrete Trail (5-inch thick)	\$5.00 / SF =	530.00	8.50 / SF =	901.00	10.00 / SF =	1,060.00	10.58 / SF =	1,121.48
ADD2-3	1	EA	I&E Sign and Framework Complete	\$3,000.00 / EA =	3,000.00	1,415.00 / EA =	1,415.00	2,200.00 / EA =	2,200.00	1,972.47 / EA =	1,972.47
ADD2-4	1	EA	Bench	\$1,000.00 / EA =	1,000.00	2,250.00 / EA =	2,250.00	1,500.00 / EA =	1,500.00	488.00 / EA =	488.00
<b>TOTAL FOR SCHEDULE I - ADDITIVE NO. TWO</b>					<b>\$4,582.50</b>		<b>\$4,916.00</b>		<b>\$5,460.00</b>		<b>\$4,110.45</b>

PROJECT: **Swords Park Trail II**  
 S.S. PROJECT NO.: **05025.02**

BID DATE: **July 12, 2011**  
 BID TIME: **2:00 PM MDT**

				Engineer's Estimate		Knife River		CMG Construction, Inc.		Hardrives Construction, Inc.	
ITEM NO.	EST. QTY.	Unit	DESCRIPTION	UNIT PRICE \$	TOTAL PRICE \$	UNIT PRICE \$	TOTAL PRICE \$	UNIT PRICE \$	TOTAL PRICE \$	UNIT PRICE \$	TOTAL PRICE \$
<b>SCHEDULE I -ADDITIVE NO. THREE</b>											
<b>I &amp; E Sign, Bench and Concrete Bulb Out at Spprox. Station 29+25</b>											
ADD3-1	2	CY	Unclassified Excavation	\$7.50 / CY =	15.00	65.00 / CY =	130.00	100.00 / CY =	200.00	106.00 / CY =	212.00
ADD3-2	73	SF	Concrete Trail (5-inch Thick)	\$5.00 / SF =	365.00	8.50 / SF =	620.50	10.00 / SF =	730.00	12.60 / SF =	919.80
ADD3-3	1	EA	I&E Sign and Framework Complete	\$3,000.00 / EA =	3,000.00	1,415.00 / EA =	1,415.00	2,200.00 / EA =	2,200.00	1,983.32 / EA =	1,983.32
ADD3-4	1	EA	Bench	\$1,000.00 / EA =	1,000.00	2,250.00 / EA =	2,250.00	1,500.00 / EA =	1,500.00	488.00 / EA =	488.00
<b>TOTAL FOR SCHEDULE I -ADDITIVE NO. THREE</b>					<b>\$4,380.00</b>		<b>\$4,415.50</b>		<b>\$4,630.00</b>		<b>\$3,603.12</b>
<b>SCHEDULE I -ADDITIVE NO. FOUR</b>											
<b>I &amp; E Sign near Yellowstone Kelly's Grave</b>											
ADD4-1	1	EA	I&E Sign and Framework Complete	\$3,000.00 / EA =	3,000.00	1,415.00 / EA =	1,415.00	2,200.00 / EA =	2,200.00	1,888.39 / EA =	1,888.39
<b>TOTAL FOR SCHEDULE I - ADDITIVE NO. FOUR</b>					<b>\$3,000.00</b>		<b>\$1,415.00</b>		<b>\$2,200.00</b>		<b>\$1,888.39</b>
<b>SCHEDULE I -ADDITIVE NO. FIVE</b>											
<b>Trees and Shrubs Between the Trail and Airport Road</b>											
ADD5-1	25	EA	Trees and Shrubs	\$500.00 / EA =	12,500.00	260.00 / EA =	6,500.00	350.00 / EA =	8,750.00	384.87 / EA =	9,621.75
<b>TOTAL FOR SCHEDULE I - ADDITIVE NO. FIVE</b>					<b>\$12,500.00</b>		<b>\$6,500.00</b>		<b>\$8,750.00</b>		<b>\$9,621.75</b>

PROJECT: **Swords Park Trail II**  
 S.S. PROJECT NO.: **05025.02**

BID DATE: **July 12, 2011**  
 BID TIME: **2:00 PM MDT**

				Engineer's Estimate		Knife River		CMG Construction, Inc.		Hardrives Construction, Inc.	
ITEM NO.	EST. QTY.	Unit	DESCRIPTION	UNIT PRICE \$	TOTAL PRICE \$	UNIT PRICE \$	TOTAL PRICE \$	UNIT PRICE \$	TOTAL PRICE \$	UNIT PRICE \$	TOTAL PRICE \$
<b>SCHEDULE I -ADDITIVE NO. SIX</b>											
<b>Salvage, Repair and Place Fallen Rock Cairns</b>											
ADD6-1	6	EA	Salvage, Repair and Placement of Fallen Rock Cairns	\$5,000.00 / EA =	30,000.00	600.00 / EA =	3,600.00	1,000.00 / EA =	6,000.00	402.00 / EA =	2,412.00
<b>TOTAL FOR SCHEDULE I - ADDITIVE NO. SIX</b>					<b>\$30,000.00</b>		<b>\$3,600.00</b>		<b>\$6,000.00</b>		<b>\$2,412.00</b>

<b>SCHEDULE II -ADDITIVE NO. SEVEN</b>											
<b>Trail North of Alkali Creek Road</b>											
ADD7-1	1	LS	Mobilization and Insurance	\$5,813.06 / LS =	5,813.06	2,450.00 / LS =	2,450.00	4,000.00 / LS =	4,000.00	2,096.07 / LS =	2,096.07
ADD7-2	1	LS	Traffic Control During Construction	\$7,500.00 / LS =	7,500.00	4,230.00 / LS =	4,230.00	1,250.00 / LS =	1,250.00	930.00 / LS =	930.00
ADD7-3	1	LS	Stormwater Management and Erosion Control	\$5,000.00 / LS =	5,000.00	3,300.00 / LS =	3,300.00	4,000.00 / LS =	4,000.00	2,470.00 / LS =	2,470.00
ADD7-4	1,185	SY	Erosion Control Blanket	\$3.50 / SY =	4,147.50	3.40 / SY =	4,029.00	3.00 / SY =	3,555.00	3.50 / SY =	4,147.50
ADD7-5	460	SY	Hydro Mulch	\$5.00 / SY =	2,300.00	0.52 / SY =	239.20	0.40 / SY =	184.00	11.80 / SY =	5,428.00
ADD7-6	140	CY	Unclassified Excavation	\$7.50 / CY =	1,050.00	28.00 / CY =	3,920.00	14.00 / CY =	1,960.00	50.00 / CY =	7,000.00
ADD7-7	384	SY	Asphalt Trail (3-inch)	\$13.00 / SY =	4,992.00	12.75 / SY =	4,896.00	18.00 / SY =	6,912.00	23.50 / SY =	9,024.00
ADD7-8	54	CY	1 1/2-inch Base Course Gravel	\$24.00 / CY =	1,296.00	50.00 / CY =	2,700.00	35.00 / CY =	1,890.00	74.40 / CY =	4,017.60
ADD7-9	480	SF	Concrete Trail (5-inches Thick)	\$6.00 / SF =	2,880.00	5.55 / SF =	2,664.00	8.00 / SF =	3,840.00	13.05 / SF =	6,264.00
ADD7-10	1	LS	Sawcut Existing Trail	\$500.00 / LS =	500.00	250.00 / LS =	250.00	500.00 / LS =	500.00	364.00 / LS =	364.00
ADD7-11	1	LS	Sediment Depression	\$2,500.00 / LS =	2,500.00	400.00 / LS =	400.00	500.00 / LS =	500.00	440.00 / LS =	440.00
ADD7-12	1	EA	Type IV Inlet w/Beehive Grate	\$2,000.00 / EA =	2,000.00	1,800.00 / EA =	1,800.00	2,700.00 / EA =	2,700.00	4,875.00 / EA =	4,875.00
ADD7-13	24	LF	24-inch Class III RCP Culvert Pipe	\$120.00 / LF =	2,880.00	76.00 / LF =	1,824.00	80.00 / LF =	1,920.00	100.00 / LF =	2,400.00
ADD7-14	1	EA	24-inch RCP FET	\$1,200.00 / EA =	1,200.00	560.00 / EA =	560.00	1,000.00 / EA =	1,000.00	1,235.00 / EA =	1,235.00

PROJECT: **Swords Park Trail II**  
 S.S. PROJECT NO.: **05025.02**

BID DATE: **July 12, 2011**  
 BID TIME: **2:00 PM MDT**

**Engineer's Estimate**

**Knife River**

**CMG Construction, Inc.**

**Hardrives Construction, Inc.**

ITEM NO.	EST. QTY.	Unit	DESCRIPTION	UNIT PRICE \$	TOTAL PRICE \$	UNIT PRICE \$	TOTAL PRICE \$	UNIT PRICE \$	TOTAL PRICE \$	UNIT PRICE \$	TOTAL PRICE \$
ADD7-15	7	CY	Class I MDT Riprap	\$50.00 / CY =	350.00	180.00 / CY =	1,260.00	125.00 / CY =	875.00	273.00 / CY =	1,911.00
ADD7-16	7	SY	Geotex 601 Geotextile Fabric	\$6.00 / SY =	42.00	35.00 / SY =	245.00	14.00 / SY =	98.00	15.40 / SY =	107.80
ADD7-17	2	EA	Way Finding Sign with Post	\$2,000.00 / EA =	4,000.00	550.00 / EA =	1,100.00	700.00 / EA =	1,400.00	848.00 / EA =	1,696.00
ADD7-18	1,645	SY	Seeding and Establishment of Grass	\$6.00 / SY =	9,870.00	3.00 / SY =	4,935.00	3.00 / SY =	4,935.00	3.16 / SY =	5,198.20
ADD7-19	1	LS	Reshape Existing Dirt Pile	\$15,000.00 / LS =	15,000.00	2,300.00 / LS =	2,300.00	1,000.00 / LS =	1,000.00	6,375.00 / LS =	6,375.00
ADD7-20	1	LS	New Berms Near Alkali Creek Road	\$10,000.00 / LS =	10,000.00	5,800.00 / LS =	5,800.00	1,600.00 / LS =	1,600.00	2,795.00 / LS =	2,795.00
ADD7-21	2	EA	Flexible Delineators	\$500.00 / EA =	1,000.00	55.00 / EA =	110.00	200.00 / EA =	400.00	166.56 / EA =	333.12
<b>TOTAL FOR SCHEDULE II- ADDITIVE NO. SEVEN</b>					<b>\$84,320.56</b>		<b>\$49,012.20</b>		<b>\$44,519.00</b>		<b>\$69,107.29</b>
<b>SCHEDULE II -ADDITIVE ALTERNATE NO. ONE</b>											
<b>5-Inch Thick Concrete Trail Instead of Asphalt Trail</b>											
ADD7-ALT1-6A	161	CY	Unclassified Excavation	\$7.50 / CY =	1,207.50	28.00 / CY =	4,508.00	10.00 / CY =	1,610.00	44.34 / CY =	7,138.74
ADD7-ALT1-7A	3,456	SF	Concrete Trail (5-inches Thick)	\$5.00 / SF =	17,280.00	3.80 / SF =	13,132.80	10.00 / SF =	34,560.00	8.00 / SF =	27,648.00
<b>TOTAL FOR SCHEDULE II- ADDITIVE ALTERNATE NO. ONE</b>					<b>\$18,487.50</b>		<b>\$17,640.80</b>		<b>\$36,170.00</b>		<b>\$34,786.74</b>

**Regular City Council Meeting**

**Meeting Date:** 07/25/2011

**TITLE:** W.O. 10-05: 2nd & 3rd Avenues North Two-Way Conversion

**PRESENTED BY:** David Mumford

**Department:** Public Works

**Information**

**PROBLEM/ISSUE STATEMENT**

Bids were received for W.O. 10-05 2nd & 3rd Avenues North two-way street conversion on July 12th, 2011. This project is funded through a U.S. Department of Housing and Urban Development grant which was secured by the Big Sky Economic Development Administration (BSEDA). BSEDA contracted with Public Works - Engineering (see attached) on May 24th, 2010, to design and administer the conversion of 2nd and 3rd Avenues North between North 13th and 22nd Streets from one-way streets to two-way streets. The project includes re-signing and re-striping the streets, new bicycle lane and parking lanes and the reconstruction of railroad cantilever structures. Montana Rail Link will be reconstructing the railroad cantilevers under a separate contract. The contract in this Council memo is for the street modifications only.

**ALTERNATIVES ANALYZED**

The Council may:

- Award W.O. 10-05 to HighMark Traffic Services, Incorporated in the amount of \$74,334.05
- Do not award of contract for W.O. 10-05 to HighMark Traffic Services, Incorporated

**FINANCIAL IMPACT**

Two bids were received for this project as follows:

<b>Contractor</b>	<b>Amount</b>
High Mark Traffic Services, Inc.	\$74,334.05
Arrow Striping & Manufacturing, Inc.	\$97,081.22
Engineer's Estimate	\$82,225.62

The total HUD grant budget is \$308,750. This budget will pay for project engineering/administration and the cost to reconstruct the railroad signals in addition to the work in this contract. The HUD grant budget has \$114,622 set aside for the work under this contract.

**RECOMMENDATION**

Staff recommends that Council approve the construction contract for Work Order 10-05, 2nd and 3rd Avenues North Two-Way Conversion, with HighMark Traffic Services in the amount of \$74,334.05.

**APPROVED BY CITY ADMINISTRATOR**

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## Attachments

City/BSEDA Contract

## PROFESSIONAL SERVICES CONTRACT

This Contract is entered into this 24th day of May, 2010, by and between the

**BIG SKY ECONOMIC DEVELOPMENT AUTHORITY (Big Sky EDA)**  
Billings, Montana herein referred to as "BSEDA"

And

**CITY OF BILLINGS**  
herein referred to as "Contractor"

Witnesseth:

**WHEREAS**, BSEDA desires to engage the Contractor to render certain services related to project management for a specific U.S. Dept. of Housing and Urban Development (HUD) Economic Development Initiative Special Project # B-09-SP-MT-0034; and

**WHEREAS**, Contractor is willing to perform the requested services pursuant to the terms and conditions set forth below.

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

1. **EMPLOYMENT OF CONTRACTOR.** BSEDA agrees to engage the Contractor, and the Contractor agrees to provide the following services in order to provide for project management activities as approved by HUD.
2. **INDEPENDENT CONTRACTOR.** It is understood by the parties hereto that the Contractor is an independent contractor and that neither its principals nor its employees, if any, are employees of BSEDA as a result of any activities or work undertaken to perform Contractor's duties under this agreement for purposes of tax, retirement system, or social security (FICA) withholding. It is further understood that pursuant to section 39-71-401, MCA, the Contractor has obtained, and will maintain at its expense for the duration of this Contract, coverage in a workers' compensation plan for its principals and employees for the services to be performed hereunder.
3. **LIAISON.** BSEDA designated liaisons with the Contractor are Patty Nordlund, Community Development Manager, or her designee. The Contractor's designated liaison with BSEDA is Dave Mumford, Public Works Director, or his designee.
4. **EFFECTIVE DATE AND TIME OF PERFORMANCE.** This Contract takes effect on date indicated above and is effective until either party gives 30 days notice of intention to terminate agreement.
5. **SCOPE OF SERVICES.** The Contractor will perform the following services:

The scope of services includes providing project management services to accomplish conversion of 2<sup>nd</sup> and 3<sup>rd</sup> Avenues North, between North 13<sup>th</sup> Street and North 22<sup>nd</sup> Street, to two-way traffic. Services may include all administrative and engineering functions which may include preparation of design, bid documents, construction

administration, and preparation of project cost reimbursement documentation, project and financial reporting, as outlined in the Scope of Services attached as Exhibit A. If it is determined that a third party design firm will do the engineering work, the City will manage the procurement and design of the services. All services shall be performed in such a manner as to comply with HUD regulations and requirements as outlined in the Agreement between HUD and BSEDA, attached as Exhibit B.

6. **COMPENSATION.** For the satisfactory completion of the Project Management services to be provided under this Contract, BSEDA will pay the Contractor no more than \$15,000. For the satisfactory completion of the Design services to be provided under this Contract, BSEDA will pay the Contractor no more than \$23,613 including any subcontractor fees. Contractor will submit requests for payment for all work performed under this Contract, including subcontracted work, which must be accompanied by an itemized invoice describing the services furnished, the number of hours worked to accomplish each item, the amount being billed for each item, a description of any other actual eligible expenses incurred during the billing period, and the total amount being billed. For both Contract and subcontracted work, the Contractor will submit approved requests for payment to BSEDA Controller Jim Tevlin at 222 N. 32<sup>nd</sup> Street, Suite 200, Billings, MT 59101. Controller will process payment requests through HUD and issue payment to the Contractor upon receipt of HUD funds. Requests for payment must coincide with and will not exceed the HUD-approved budget attached as Exhibit C.
7. **CONFLICT OF INTEREST.** The Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, in BSEDA activities that would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that, in performing this Contract, it will employ no person who has any such interest.
8. **MODIFICATION AND ASSIGNABILITY OF CONTRACT.** This Contract contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in the written Contract, are valid or binding. This Contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto. The Contractor may not subcontract or assign its rights, including the right to compensation, or duties arising hereunder without the prior written consent of BSEDA. Any subcontractor or assignee will be bound by all of the terms and conditions of this contract.
9. **TERMINATION OF CONTRACT.** This Contract may be terminated as follows:
  - (a) **Termination due to loss of funding.** This Contract will terminate, in whole or in part, at the discretion of BSEDA in the event that there is a reduction or termination of payments by funding agents so as to prevent BSEDA from paying the Contractor. In this event, BSEDA will give the Contractor advance written notice which sets forth the effective date of the termination and explain that the termination is due to a loss or reduction of funding.
  - (b) **Termination for cause.**
    - (i) If, at any time before the date of completion, one of the parties determines that the other party has failed to comply with any of the terms and conditions of this Contract, the aggrieved party may give notice, in

writing, to the defaulting party of any deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If the defaulting party fails to cure and correct all defaults claimed within a reasonable period to be specified in the notice, the aggrieved may, with no further notice, declare this Contract to be terminated in whole or in part.

- (ii) If the Contractor is the defaulting party, it will thereafter be entitled to receive payment for those services satisfactorily performed to the date of termination less the amount of reasonable damages suffered by the County by reason of the Contractor's failure to comply with the contract's terms and conditions.
- (iii) If BSEDA is the defaulting party it will pay the Contractor for those services satisfactorily performed to the date of termination plus the amount of reasonable damages suffered by the Contractor by reason of BSEDA failure to comply with the contract's terms and conditions.
- (iv) Notwithstanding the above, the defaulting party is not relieved of liability to the aggrieved party for contract damages sustained by the aggrieved party by virtue of any breach of this contract.
- (v) If the Contractor is the defaulting party, BSEDA may withhold any payments to the Contractor for purposes of setoff until the exact amount of contract damages due BSEDA from the Contractor is determined.

10. **NONDISCRIMINATION.** Neither the Contractor nor BSEDA will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin.
11. **OWNERSHIP AND PUBLICATION OF MATERIALS.** All reports, information, data, and other materials prepared by the Contractor pursuant to this Contract are the property of BSEDA which has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto.
12. **REPORTS AND INFORMATION.** The Contractor will maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by BSEDA to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to BSEDA or its authorized representative, and will be retained for three years after receipt of final payment for the services rendered under this Contract unless permission to destroy them is granted by BSEDA.
13. **ACCESS TO RECORDS.** It is expressly understood that the Contractor's records relating to this Contract will be available during normal business hours for inspection by BSEDA.
14. **PLACE OF PERFORMANCE, CONSTRUCTION, AND VENUE.** The parties understand and agree that performance of this contract is in Yellowstone County,

Montana and that in the event of litigation concerning it, venue is in the 13<sup>th</sup> Judicial District Court in and for the County of Yellowstone, State of Montana.

This Contract will be construed under and governed by the laws of the State of Montana.

15. **INDEMNIFICATION.** The Contractor waives any and all claims and recourse against BSEDA including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incidental to the Contractor's performance of this contract except for liability arising out of concurrent or sole negligence of BSEDA or its officers, agents or employees. Further, the Contractor will indemnify, hold harmless, and defend BSEDA against any and all claims, causes of action, demands, damages, judgments, costs, expenses or liability arising out of the Contractor's negligent or intentional acts or omissions relating to the Contractor's performance of this Contract. BSEDA will indemnify, hold harmless, and defend Contractor against any and all claims, causes of action, demands, damages, judgments, costs, expenses or liability arising out of BSEDA's negligent or intentional acts or omissions relating to BSEDA's performance of this Contract

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the 24<sup>th</sup> day of May, 2010.

CONTRACTOR: CITY OF BILLINGS

Big Sky Economic Development  
Authority (BSEDA)

BY: Christina F. Volek  
Christina F. Volek, City Administrator

BY: Patrick B. Kinnert

DATE: 5/24/10

DATE: 5/13/2010

## EXHIBIT A Scope of Work

**Project Description:** The City of Billings (Contractor) will provide project management services to accomplish conversion of 2<sup>nd</sup> and 3<sup>rd</sup> Avenues North, between North 13<sup>th</sup> Street and North 22<sup>nd</sup> Street, to two-way traffic. Services may include all administrative and engineering functions which may include preparation of design, bid documents, construction administration, and preparation of project cost reimbursement documentation, project and financial reporting. Services shall be performed in a manner as to comply with Federal regulations and requirements contained in Exhibit B attached hereto. Contractor is responsible to incorporate appropriate public input and to accomplish a formal local adoption process as necessary for completion of the project. The Contractor may use consultant/subcontractor support as appropriate. If it is determined that a third party design firm will do the engineering work, the City will manage the procurement and design of the services.

**Project Deliverable:** Bid documents and administration through construction of signing, striping, bike lanes and traffic control devices that allow two-way travel on 2<sup>nd</sup> and 3<sup>rd</sup> Avenues North (between North 13<sup>th</sup> Street and North 22<sup>nd</sup> Street) in Billings, Montana, as recommended in the East Billings Urban Renewal District Master Plan, and in compliance with U.S. Dept. of Housing and Urban Development (HUD) guidelines and budget.

**Work Program: The Contractor shall perform the following tasks:**

### **Task 1: Coordination**

Coordinate throughout the street conversion process with applicable agencies, governing bodies, property owners, the public and neighboring jurisdictions.

*Deliverable:* Documentation of contacts and public meetings/hearings.

### **Task 2: Project Design and Cost Estimate**

Complete design work necessary to accomplish the project in accordance with HUD regulations and budget. Provide cost estimate.

*Deliverable:* Construction drawings and cost estimate.

### **Task 3: Secure qualified subcontractor services, if necessary**

Prepare a detailed scope of work for subcontractor services for design consistent with the HUD-approved budget and scope of work, follow applicable procurement procedures, review potential subcontractors with BSEDA, and enter into a contract with the selected subcontractor/s.

*Deliverables:*

1. Documentation of procurement procedures.
2. Final executed contract/s.

### **Task 4: Construction Contract Administration**

Prepare bid documents, bid services and contract preparation for construction contract between BSEDA and selected construction contractor.

*Deliverable:* Construction contract.

### **Task 5: Project Oversight**

Maintain oversight to assure compliance with HUD requirements as contained in Exhibit B, *Agreement*, and keep BSEDA informed of timelines and milestones.

*Deliverable:* Monthly Project Progress Reports

### **Task 6: Project Inspection**

Inspect completed project work and document compliance with applicable standards.

*Deliverable:* Copies of inspection reports and/or other documentation.

### **Task 7: Budget Oversight**

Oversee expenditures to maintain compliance with the HUD-approved budget (Exhibit C). Submit approved invoices monthly to Big Sky EDA's controller, Jim Tevlin, by email to: [tevlin@bigskyeda.org](mailto:tevlin@bigskyeda.org) or by hard copy to Jim Tevlin, Big Sky EDA, 222 North 32<sup>nd</sup> Street, Billings, MT 59101-1948.

*Deliverables:*

1. Approved invoices
2. Documentation of Project Management time for City of Billings staff

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
WASHINGTON, D.C. 20410-1000**

OFFICE OF COMMUNITY PLANNING

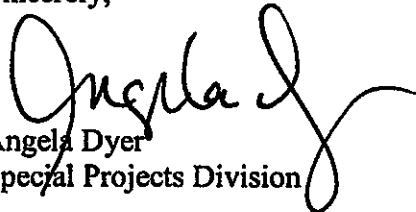
March 4, 2010

Dear Grantee:

I am returning a signed copy of your grant agreement and the HUD 1044 for your records. Your financial documents have been sent for processing. Please allow 14 business days from the date of this letter to initiate your first drawdown. Please let me know if I can be of further assistance. I may be reached at (202) 708-3773, ext. 7111, fax (202)-708-7543, or [Angela.M.Dyer@hud.gov](mailto:Angela.M.Dyer@hud.gov).

We look forward to your successful completion of the project.

Sincerely,

  
Angela Dyer  
Special Projects Division

**FY 2009 EDI-SPECIAL PROJECT NO. B-09-SP-MT-0034**

**GRANT AGREEMENT**

This Grant Agreement between the Department of Housing and Urban Development (HUD) and Big Sky Economic Development Authority (the Grantee) is made pursuant to the authority of Public Law 111-8 (Department of Housing and Urban Development Appropriations Act, 2009) and a listing of certain specific Economic Development Initiative Special Projects specified in the Committee Print of the Committee on Appropriations U.S. House of Representatives, March 2009. The Grantee's application, as may be amended by the provisions of this Grant Agreement, is hereby incorporated into this Agreement.

In reliance upon and in consideration of the mutual representations and obligations hereunder, HUD and the Grantee agree as follows:

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$308,750 available to the Grantee.

The Grantee agrees to abide by the following:

**ARTICLE I. HUD Requirements.**

The Grantee agrees to comply with the following requirements for which HUD has enforcement responsibility.

A. The grant funds will only be used for activities described in the application, which is incorporated by reference and made part of this Agreement as may be modified by Article VII (A) of this Grant Agreement.

**B. EQUAL OPPORTUNITY REQUIREMENTS**

The grant funds must be made available in accordance with the following:

1. For projects involving housing, the requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR Part 100; Executive Order 11063 (Equal Opportunity in Housing) and implementing regulations at 24 CFR Part 107.
2. The requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR Part 1.
3. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR Part 146, and the prohibitions against discrimination against handicapped individuals under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8.

4. The requirements of 24 CFR 5.105(a) regarding equal opportunity as well as the requirements of Executive Order 11246 (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR Chapter 60.
5. For those grants funding construction covered by 24 CFR 135, the requirements of section 3 of the Housing and Urban Development Act of 1968, (12 U.S.C. 1701u) which requires that economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be given to low- and very low-income persons and to businesses that provide economic opportunities for these persons.
6. The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 concerning Women's Business Enterprise). Consistent with HUD's responsibilities under these Orders, the Grantee must make efforts to encourage the use of minority and women's business enterprises in connection with grant funded activities. See 24 CFR Part 85.36(e), which describes actions to be taken by the Grantee to assure that minority business enterprises and women business enterprises are used when possible in the procurement of property and services.
7. Where applicable, Grantee shall maintain records of its efforts to comply with the requirements cited in Paragraphs 5 and 6 above.

#### C. ENVIRONMENTAL REVIEW REQUIREMENTS.

1. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee agrees to assume all of the responsibilities for environmental review and decision-making and actions, as specified and required in regulations issued by the Secretary pursuant to the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.
2. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital, or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe, or Alaskan Native Village, within which the project is located and which exercises land use responsibility, to assume all of the responsibilities for environmental review and decision-making as specified in paragraph C.1 above, and the Grantee shall carry out all of the responsibilities of a recipient under 24 CFR Part 58.

- D. Administrative requirements of OMB Circular A-133 "Audits of States, Local governments and Non-Profit Organizations."
- E. For State and Local Governments, the Administrative requirements of 24 CFR Part 85, including the procurement requirements of 24 CFR Part 85.36, and the requirements of OMB Circular A-87 regarding Cost Principles for State and Local Governments. For Non-Profits, the Administrative requirements of 24 CFR Part 84, including the procurement requirements of 24 CFR Part 84.40, and OMB Circular A-122 regarding Cost Principles for Non-Profit Institutions. For Institutions of Higher Education the applicable OMB Circular regarding Cost Principles is A-21.
- F. The regulations at 24 CFR Part 87, related to lobbying, including the requirement that the Grantee obtain certifications and disclosures from all covered persons.
- G. The regulations at 24 CFR Part 21, regarding requirements for Drug- Free Workplace.
- H. The Uniform Relocation Act as implemented by regulations at 49 CFR Part 24.
- I. The Grantee will comply with all accessibility requirements under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8, where applicable.
- J. The regulations at 24 CFR Part 35, where applicable, regarding Lead-Based Paint Poisoning Prevention in Certain Residential Structures.
- K. The regulations at 24 CFR Part 5.109, where applicable, regarding Equal Participation of Religious Organizations in HUD Programs and Activities.

#### ARTICLE II. Conditions Precedent to Draw Down.

The Grantee may not draw down grant funds until the following actions have taken place:

- A. The Grantee has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying.
- B. Any other conditions listed in Article VII (C) of this Grant Agreement.

#### ARTICLE III. Draw Downs.

- A. A request by the Grantee to draw down grant funds under the Voice Response Access system or any other payment system constitutes a representation by the Grantee that it and all participating parties are complying with the terms of this Grant Agreement.

- B. The Grantee will be paid on an advance basis provided that the Grantee minimizes the time elapsing between transfer of the grant funds and disbursement for project purposes and otherwise follows the requirements of 24 CFR Part 85 or Part 84 and Treasury Circular 1075 (31 CFR Part 205).
- C. Before the Grant Agreement is signed, the Grantee may incur cost for activities which are exempt from environmental review under 24 CFR Part 58 and may charge the costs to the grant.

#### ARTICLE IV. Progress Reports.

- A. The Grantee shall submit to the Grant Officer a progress report every six months after the effective date of the Grant Agreement. Progress reports shall consist of (1) a narrative of work accomplished during the reporting period and (2) a completed Financial Status Report - Form 269 A.

HUD may require additional information or increased frequency of reporting as described in Article VII ( C ).

- B. The performance reports must contain the information required under 24 CFR Part 85.40(b) (2) or 24 CFR Part 84.51(a), as applicable including a comparison of actual accomplishment to the objectives indicated in the approved application, the reasons for slippage if established objectives were not met, and additional pertinent information including explanation of significant cost overruns.
- C. No grant drawdowns will be approved for projects with overdue progress reports.

#### ARTICLE V. Project Close-out.

- A. The grantee shall submit to the Grant Officer a written request to close-out the grant 30 days after the grantee has drawn down all funds and completed the activities described in the application, as may be amended. The final report shall consist of (1) a narrative of all work accomplished during the project period and (2) a completed Financial Status Report - Form 269 A covering the entire project period.

HUD will then send the Close-out Agreement and Close-out Certification to the Grantee. At HUD's option, the Grantee may delay initiation of project close-out until the resolution of any HUD monitoring findings. If HUD exercises this option the Grantee must promptly resolve the findings.

- B. The Grantee recognizes that the close-out process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any review in any way possible, including making available records requested by HUD and the project for on-site HUD inspection.

- C. The Grantee shall provide to HUD the following documentation:
1. A Certification of Project Completion.
  2. A Grant Close-out Agreement.
  3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability requirements of OMB Circular A-122, A-87 or A-21 as applicable, including the "necessary and reasonable" standard); a certification of the costs; and the amounts and sources of other project funds.
  4. A final performance report providing a comparison of actual accomplishments with each of the project commitments and objectives in the approved application, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
- D. The Grantee agrees that the grant funds are allowable only to the extent that the project costs, meeting the standard of OMB Circular A-122, A-87 or A-21 as applicable, equal the grant amount plus other sources of project funds provided.
- E. When HUD has determined that the grant funds are allowable, the activities were completed as described by the Grant Agreement, and all Federal requirements were satisfied, HUD and the Grantee will sign the Close-out Agreement and Close-out Certificate.
- F. The Close-out Agreement will include the Grantee's Agreement to abide by any continuing federal requirements.

#### ARTICLE VI. Default.

A default under this Grant Agreement shall consist of using grant funds for a purpose other than as authorized by this Agreement, any noncompliance with legislative, regulatory, or other requirements applicable to the Agreement, any other material breach of this Agreement, or any material misrepresentation in the application submissions.


#### ARTICLE VII. Additional Provisions.

- A. **Project Description.** The project is as described in the application with the following changes:
- B. **Changes or Clarification to the Application Related to Participating Parties:**  
The Administrative Agent if any:
- C. **Special Conditions:**  
The 2009 HUD Appropriations Act provides that no funds made available under the Act may be used to support any Federal, State or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For purposes of this provision, public use shall not be construed to include economic development that primarily benefits private entities.

U.S. Department of Housing  
and Urban Development

Big Sky Economic Development  
Authority  
Mr. Steve Arveschoug

  
Authorized Signature

  
Authorized Signature

Robert Duncan  
Associate Deputy Assistant Secretary  
for Economic Development

*Executive Director*  
Title

*1/22/2010*  
Date

*1-7-10*  
Date

Assistance Award/Amendment

U.S. Department of Housing and Urban Development  
Office of Administration

1. Assistance Instrument Cooperative Agreement <input type="checkbox"/> Grant <input checked="" type="checkbox"/>		2. Type of Action Award <input checked="" type="checkbox"/> Amendment <input type="checkbox"/>																			
3. Instrument Number B-09-SP-MT-0034	4. Amendment Number	5. Effective Date of this Action	6. Control Number																		
7. Name and Address of Recipient Big Sky Economic Development Authority 222 North 32nd Street, Suite 200 Billings, MT 59101 EIN: 81-0465162		8. HUD Administering Office CPD, EDI Special Project Division 451 7th Street, SW, Rm 7146 Washington, DC 20410-7000																			
10. Recipient Project Manager Steve Arveschoug		8a. Name of Administrator Angela Dyer	8b. Telephone Number 202-402-7111																		
11. Assistance Arrangement <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Cost Sharing <input checked="" type="checkbox"/> Fixed Price		12. Payment Method <input type="checkbox"/> Treasury Check Reimbursement <input type="checkbox"/> Advance Check <input checked="" type="checkbox"/> Automated Clearinghouse																			
13. HUD Payment Office Chief Financial Officer		9. HUD Government Technical Representative Angela Dyer 202-402-7111																			
14. Assistance Amount		15. HUD Accounting and Appropriation Data																			
<table border="1"> <tr><td>Previous HUD Amount</td><td></td></tr> <tr><td>HUD Amount this Action</td><td>\$308,750.00</td></tr> <tr><td>Total HUD Amount</td><td>\$308,750.00</td></tr> <tr><td>Recipient Amount</td><td></td></tr> <tr><td>Total Instrument Amount</td><td>\$308,750.00</td></tr> </table>		Previous HUD Amount		HUD Amount this Action	\$308,750.00	Total HUD Amount	\$308,750.00	Recipient Amount		Total Instrument Amount	\$308,750.00	<table border="1"> <tr><td>15a. Appropriation Number</td><td>15b. Reservation Number EID 09</td></tr> <tr><td>Amount Previously Obligated</td><td></td></tr> <tr><td>Obligation by this Action</td><td>\$308,750.00</td></tr> <tr><td>Total Obligation</td><td>\$308,750.00</td></tr> </table>		15a. Appropriation Number	15b. Reservation Number EID 09	Amount Previously Obligated		Obligation by this Action	\$308,750.00	Total Obligation	\$308,750.00
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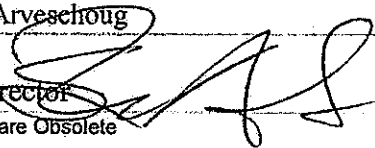

16. Description  
by the Big Sky Econ. Dev. Authority, Billings, MT for development and urban renewal in East Downtown Billings

This Award consists of the following items which are appended to and hereby made part of this Award:

- (A) Cover Page - HUD 1044
- (B) Grant Agreement

**Special Conditions:**

Please contact David Rigirozzi - HUD Area Environmental Officer at 303-672-5016, David.W.Rigirozzi@hud.gov concerning environmental review. NO FUNDS may be committed to the project or drawn down prior to environmental release of funds approval.

17. <input checked="" type="checkbox"/> Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office.	18. <input type="checkbox"/> Recipient is not required to sign this document.
19. Recipient (By Name): Mr. Steve Arveschoug	20. HUD (By Name): Robert Duncan
Signature & Title:  Executive Director	Signature and Title:  ADAS for Economic Development
Date: 1-7-10	Date: 1/22/2010

Previous Editions are Obsolete

## BUDGET

HUD EDI  
 Special Project  
 Grant #B-09-SP-MT-0034

Project: Big Sky EDA  
 Development and Urban Renewal  
 East Downtown Billings

<u>ITEM</u>		<u>AMOUNT</u>
<b><u>ADMINISTRATION ACTIVITIES</u></b>		
Project Administration/Grant Reporting: (Big Sky EDA)		
Salaries	\$11,520	
Benefits @ 26%	\$2,995	
Legal/Accounting	<u>\$1,000</u>	
		\$15,515
Project Management (City of Billings)	\$15,000	
Project Design	<u>\$23,613</u>	
		<u>\$38,613</u>
<i>Total Administration Activities = 17.5% of Grant Budget</i>		\$54,128
<b><u>HARD COST ACTIVITIES</u></b>		
<i>Conversion of 2nd &amp; 3rd Avenues North from One-Way to Two-Way Streets:</i>		
Existing lane line obliteration, chip seal - 59,200 SF @ \$.15	\$8,880	
Striping, double-yellow centerline - 11,840 LF @ \$.50	\$5,920	
Remove existing signs - 232 @ \$20 each	\$4,640	
Railroad crossing cantilever relocation - 2 @ \$70,000	\$140,000	
Striping, 6" white bike lane - 11,840 LF @ \$.60	\$7,104	
Striping, 4" white parking lane - 11,840 LF @ \$.50	\$5,920	
Striping, bike lane symbols - 72 @ \$75	\$5,400	
New bike lane signs - 72 @ \$250	<u>\$18,000</u>	
Hard cost subtotal	<u>\$195,864</u>	
Contingency @ 10%	\$19,586	
Traffic control, Taxes-Bonds-Insurance, Mobilization @ 20%	<u>\$39,172</u>	
<i>Total Hard Cost Activities = 82.5% of Grant Budget</i>		<u>\$254,622</u>
<b><u>TOTAL GRANT BUDGET:</u></b>		<u><u>\$308,750</u></u>

**Regular City Council Meeting**

**Meeting Date:** 07/25/2011

**TITLE:** Signal Emergency Response Agreement Between the City of Billings and the Montana Department of Transportation

**PRESENTED BY:** David Mumford

**Department:** Public Works

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**Information**

**PROBLEM/ISSUE STATEMENT**

The maintenance contract with the Montana Department of Transportation (MDT) will not be renewed for Fiscal Years 2012 and 2013 for the state routes in the City Of Billings. In the interest of public safety, MDT has asked the City to enter into an agreement for emergency traffic signal response. This is a similar agreement that the City Council approved for Fiscal Year 2011. The signal emergency response agreement allows staff from the Public Works Department to provide emergency work on the traffic signals for MDT on the state routes within the City of Billings and to be compensated for that work. The state will perform routine maintenance on the signals on these routes.

**ALTERNATIVES ANALYZED**

1. Approve the Signal Emergency Response Agreement (term is through June 30, 2013)
2. Do not approve the agreement and the State would be required to perform emergency signal work on their routes within the Billings city limits

**FINANCIAL IMPACT**

The State of Montana will reimburse the City of Billings for this work based on labor, materials and equipment as specified in the agreement.

**RECOMMENDATION**

Staff recommends that the City Council approve the Signal Emergency Response Agreement between the City of Billings and the Montana Department of Transportation.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Agreement

## SIGNAL EMERGENCY RESPONSE AGREEMENT

This agreement is between the City of Billings (City) and the Montana Department of Transportation (MDT) to define the signal emergency response responsibilities of the City and MDT in accordance with State Law which allows MDT to enter into an agreement with local governments to provide emergency response on state routes with provision for full reimbursement. The term of this agreement shall be from the date of approval by both parties and will end June 30, 2013.

**LIMITS OF AGREEMENT:** The listing of streets and intersections attached as Appendix A is a full and complete listing of the signals and flashers covered by this agreement. During the term of this agreement, additional areas may be added by written agreement of the parties.

**SCOPE OF AGREEMENT:** This agreement covers all activities ordinarily associated with emergency response signal maintenance.

**ITEMS COVERED:** Payment to the City for this agreement shall be for the following:

- A) MDT will continue to provide power for signals presently billed to MDT by Northwestern Energy (Utility).
- B) City will provide all emergency response necessary for the Signal System, MDT will reimburse City in accordance with Appendix B for the proper emergency response of the Signal System. At MDT's option, Signal materials and parts will be provided by MDT or MDT will reimburse the City on an actual cost basis. This will be in addition to the payment detailed in Appendix B.
- C) For purposes of this agreement, the Signal System includes all items covered Part IV-of the Manual on Uniform Traffic Control Devices, dated 1988 with revisions thereto.
- D) Street lighting facilities, except as specifically noted, on these routes are not covered by this Agreement and will remain the responsibility of MDT.
- E) The City will assist MDT in locating underground electrical lines for the Signal System; MDT will reimburse City in accordance with Appendix B.

**COSTS:** The costs associated with this agreement shall be shown in Appendix B and shall be paid to the City on a monthly basis based on the reimbursement breakdown shown in Appendix B.

**RECORDS:** The labor, equipment and materials used under this agreement shall be assigned a special budget category by the City. No recordkeeping shall be attempted to break contractual costs against individual streets that are covered in this agreement. All City records concerning this project are open for review and/or audit by representatives of MDT or the Legislative Auditor at any reasonable time.

**PAYMENT:** The City shall submit a monthly billing and a narrative summary of the work done in the preceding month on or before the 10<sup>th</sup> of the current month. MDT agrees to make payment within 20 calendar days of receipt of the billings.

**TERMINATION:** This agreement may be terminated upon sixty (60) days written notice, delivered by certified mail, return receipt requested, by either party.

## SIGNAL EMERGENCY RESPONSE AGREEMENT

**QUARTERLY MEETING:** There shall, as a minimum, be one meeting per calendar quarter to assess the effectiveness of this program and to ensure that budgeting restraints are met. Either party to this agreement may have any staff present.

**COMPENSATED DAMAGES:** It is understood that any damages caused by third parties that can be collected from third parties will be repaired by the City, and a billing for these repairs shall be sent to MDT along with any documentation which the City has available to help MDT in making the collection. MDT shall pay the City for these repairs on an actual documented cost. Payment under this provision shall be in addition to the payment detailed in Appendix B.

**PRIORITIES FOR CONSTRUCTION OR RECONSTRUCTION:** City will rate all potential improvements using a uniform set of criteria. No special or different criteria will be used on the streets covered in this Agreement.

**CONTROLS OF ACCESS AND UTILITIES:** The control of access and utilities within these streets remains with MDT.

**HOLD HARMLESS/INDEMNIFICATION:** The State agrees to hold harmless and/or indemnify the City for damages resulting from the construction or design done by the State of the streets and areas covered by this Agreement. This hold harmless /indemnification clause shall not cover damages which are caused either directly or indirectly by the work done by the City pursuant to this agreement. The City will defend, protect, indemnify and hold harmless the State, its elected and appointed officials, and MDT from any and all claims, losses, damage or causes of action arising from or due to, or allegedly arising from or due to the acts, omissions or manner of performance of any of the services or duties under this agreement to be performed by the City or its contractor or subcontractor, including any claims by employees or third persons, except that the City is not responsible for any liability arising from the negligence of MDT.

**LAW AND VENUE:** This agreement is governed by the laws of Montana. The parties agree that, in the event of any dispute concerning this agreement, any litigation must be brought in the First Judicial District, in and for Lewis & Clark County

**CIVIL RIGHTS COMPLIANCE:** City must comply with all applicable Federal and State laws including, but not limited to, prevailing wage laws and those laws referred to in the two-page notice attached hereto, which is made a part of this agreement by its reference.

**ENTIRE AGREEMENT:** This document, with its appendixes and the notice, contains the entire agreement between the parties, and no statements, promises or inducements made by either party or its agents which in any way modifies, alters or changes the contents of this document is binding. Any subsequent modification must be done by a separate written document.

**RESPONSE PROCEDURE:** City will respond to emergency signal work based on contacts received from the public to the city and on emergency work deemed necessary by city staff without first contacting MDT for approval for that work. City will also respond to emergency signal work based on contact from MDT.

SIGNAL EMERGENCY RESPONSE AGREEMENT

IN WITNESS THEREOF, the parties hereto caused this agreement to be executed in duplicate by their duly authorized officers.

STATE OF MONTANA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_ Date: \_\_\_\_\_  
District Administrator

Approved as to Legal Content: \_\_\_\_\_  
MDT Legal Services

CITY OF BILLINGS

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Thomas W. Hanel, Mayor

ATTEST:  
\_\_\_\_\_

Enclosures:  
NONDISCRIMINATION NOTICE  
APPENDIX A Location of Traffic Signals/flashers covered by this agreement.

# SIGNAL EMERGENCY RESPONSE AGREEMENT

## NON-DISCRIMINATION NOTICE

During the performance of this Agreement, the City of Helena (hereafter in this Section “the Party”), for itself, its assignees and successors in interest, agrees as follows:

- A) **COMPLIANCE WITH TITL VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS**
- (1) Compliance with Regulations: The Party shall comply with all Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, 49 Code of Federal Regulations, Part 21, as they may be amended (hereafter referred to as the Regulations), which are incorporated by reference and made a part of this Agreement, even if only state funding is here involved.
  - (2) Nondiscrimination: The Party, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of sex, race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Party shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5.
  - (3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, whether by competitive bidding or negotiation by the Party for work to be performed under a subcontract, including procurement of materials or leases of equipment, any potential subcontractor or supplier shall be notified by the Party of the Party’s obligations under this Agreement and the Regulations relative to nondiscrimination.
  - (4) Information and Reports: The Party will provide all reports and information required by the Regulations, or directives issued pursuant thereto, and permit access to its books, records, accounts, other sources of information and its facilities as may be determined by State or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with Regulations or directives. Where any information required of the Party is in the exclusive possession of another who fails or refuses to furnish this information, the Party shall so certify to the Department or the FHWA as requested, setting forth what efforts it has made to obtain the information.
  - (5) Sanctions for Noncompliance: In the event of the Party’s noncompliance with the nondiscrimination provision of this Agreement, State may impose sanctions as it or the FHWA determines appropriate, including, but not limited to,
    - (a) Withholding payments to the Party under the Agreement until the Party complies, and/or
    - (b) Cancellation, termination or suspension of the Agreement, in whole or in part.
  - (6) Incorporation of Provisions: The Party will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Party will take such actions with respect to any subcontracts or procurement as the State or the FHWA may direct to enforce such provisions including sanctions for noncompliance: Provided, however, that

## SIGNAL EMERGENCY RESPONSE AGREEMENT

in the event the Party is sued or is threatened with litigation by a subcontractor or supplier as a result of such direction, the Party may request the State to enter into the litigation to protect the interests of the State, and, in addition, the

Party or the State may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

- (1) The Party will comply with all regulations relative to implementation of the AMERICANS WITH DISABILITIES ACT.
- (2) The Party will incorporate or communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs: **“The Party will provide reasonable accommodations for any known disability that may interfere with a person in participating in any service, program or activity offered by the Party. In the case of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the Party.”**
- (3) All video recordings produced and created under contract and/or agreement will be closed captioned.

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

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

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

## SIGNAL EMERGENCY RESPONSE AGREEMENT

### **APPENDIX "A"- Location of Traffic Signals/flashers covered by this agreement**

1	1st Ave S and State Ave	Signal
2	1st Ave S and 29th St	Signal
3	1st Ave S and 28th St	Signal
4	1st Ave S and 27th St	Signal
5	Montana Ave and 27th St	Signal
6	1st Ave N and Main St	Signal
7	1st Ave N and 13th St	Signal
8	1st Ave N and 25th St	Signal
9	1st Ave N and 26th St	Signal
10	1st Ave N and 27th St	Signal
11	1st Ave N and 28th St	Signal
12	1st Ave N and 29th St	Signal
13	1st Ave N and 30th St	Signal
14	1st Ave N and 31th St	Signal
15	1st Ave N and 32nd St	Signal
16	1st Ave N and Division	Signal
17	2nd Ave N and 27th St	Signal
18	11th Ave N and 27th St	Signal
19	3rd Ave N and 27th St	Signal
20	4th Ave N and 27th St	Signal
21	4th Ave N and 13th St	Signal
22	4th N and Main St	Signal
23	6th N and Main St	Signal
24	6th Ave N and 27th St	Signal
25	9th Ave N and 27th St	Signal
26	King Ave W and 20th St	Signal
27	King Ave W and 24th St	Signal
28	Poly Dr and 27th St	Signal
29	Main St and Highway 318	Signal
30	Main St and Lake Elmo	Signal
31	Main St and Hilltop	Signal
32	Main St and Milton	Signal
33	Main St and Logan	Signal
34	Main St and Wicks	Signal
35	Main St and Pemberton	Signal
36	State Ave and Orchard	Signal
37	State Ave and Underpass	Signal
38	Laurel Road and Moore Lane	Signal
39	Lockwood and Frontage Rd	Signal
40	Lockwood and Interchange	Signal
41	King Ave W & ShopKo	Signal
42	South Billings Blvd & I-90 North	Signal

## SIGNAL EMERGENCY RESPONSE AGREEMENT

### **APPENDIX "A"- Location of Traffic Signals/flashers covered by this agreement (con't)**

43	South Billings Blvd & I-90 South	Signal
44	King Ave & Laurel Rd	Signal
45	King Ave W & I-90	Signal
46	State and 27th	Signal
47	Muldowney and Midland	Signal
48	Laurel Rd and Parkway Lane	Signal
49	Zoo Dr and Gable Road.	Signal
50	Johnson Lane and I-90	Signal
51	Hwy 312 and Hwy 89	Flasher
52	Zoo Dr and S. Frontage Road	Signal
53	Zoo Dr and N. On/Off Ramp I-90	Signal
54	Zoo Dr and S. On/Off Ramp I-90	Signal

## SIGNAL EMERGENCY RESPONSE AGREEMENT

### **APPENDIX "B" - Reimbursement Breakdown.**

1. Labor – Salary plus 37% Payroll Additive
2. Materials – Actual invoice cost
3. Overhead – Overhead percentage of 14% applied to Labor & Materials

#### Equipment

1. Service/Bucket truck - \$64/hour
2. Conflict Monitor - \$150 per test
3. Compressor - \$24/hour

Other Equipment charged at prevailing local rental rates.

**Regular City Council Meeting**

**Meeting Date:** 07/25/2011

**TITLE:** Approval of Amendment Seventeen with Morrison-Maierle, Inc., for Engineering Services for the Airport's Storm Water Master Plan

**PRESENTED BY:** Tom Binford

**Department:** Airport

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**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 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, and Amendment Seventeen, for \$176,038 includes all of the design services for the Airport Storm Water Master Plan Update project for Billings Logan International Airport. The Scope of Work and associated engineering fees have been reviewed and negotiated by Airport staff and approved by the FAA. The existing Storm Water Master Plan has not been fully updated since 1996 and the recent heavy rainfall has exposed several areas that need to be evaluated. The Master Plan Update will include data collection and review of the current system, geotechnical investigation, review of current design criteria, current runoff values, and recommendations and options for both on and off site improvements.

**ALTERNATIVES ANALYZED**

The City Council may:

- Approve Amendment Seventeen with Morrison-Maierle, Inc., for Engineering Services for the Airport's Storm Water Master Plan Update: or
- Decline to approve Amendment Seventeen, delaying the Airport's Storm Water Master Plan Update.

**FINANCIAL IMPACT**

The total cost of Amendment Seventeen to the five-year engineering contract with Morrison-Maierle, Inc. is \$176,038. This project is included in the 2012 budget, and funds are budgeted and available in the Airport's Capital account.

**RECOMMENDATION**

Staff recommends the City Council approve Amendment Seventeen with Morrison-Maierle, Inc., for the Engineering Design Services for the Airport's Storm Water Master Plan Update.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 07/25/2011

**TITLE:** Sidewalk Easement for Lot 4 Block 3 Weil Subdivision

**PRESENTED BY:** David Mumford

**Department:** Public Works

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**Information**

**PROBLEM/ISSUE STATEMENT**

The property owner of Lot 4, Block 3 of Weil Subdivision is currently constructing a new commercial building. It was determined that construction of sidewalk along Weil Street is required for the construction of the new building. To match existing sidewalk directly to the north of the property, the owner is electing to construct boulevard-style walk. However, there is not wide enough right of way to accomplish this. The owner is granting the city a sidewalk easement where the boulevard-style walk will be constructed.

**ALTERNATIVES ANALYZED**

Council may:

- Approve the sidewalk easement; or
- Do not approve the sidewalk, which would require the developer to construct curbside.

**FINANCIAL IMPACT**

There is no significant financial impact with acceptance of this sidewalk easement.

**RECOMMENDATION**

Staff recommends that council approve a sidewalk easement for the property located on Lot 4, Block 3 of Weil Subdivision.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Sidewalk Easement

Return to  
The City of Billings  
P.O. Box 1178  
Billings, MT 59103

## DECLARATION OF EASEMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned, (the "Owner"), does hereby create as written below a perpetual easement across, over and through certain real property located in the SW ¼ of Section 17, T. 1 S., R. 26 E., P.M.M., in the City of Billings, Yellowstone County, Montana, more particularly described as follows, to wit:

An easement five feet in width being the westerly five feet of Lot 4 in Block 3 of Weil Subdivision, as recorded in the office of the Clerk and Recorder of Yellowstone County, Montana under Document No 1088656, and as shown and described on the attached EXHIBIT A as "5' WIDE SIDEWALK EASEMENT".

The Owner does hereby create this perpetual easement for the purpose of constructing, reconstructing, maintaining, operating, repairing, improving, replacing and using a public sidewalk and any necessary fixtures and appurtenances over, across and upon said real property.

This perpetual easement is created for the benefit of the City of Billings, Montana, shall run with the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, executors, successors, administrators and assignees, and shall bind each owner thereof.

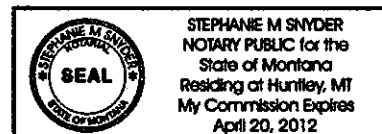
TNC DEVELOPMENT, LLC

By: Natalie Carson  
Title: Member

STATE OF MONTANA )  
County of ~~Gallatin~~ Yellowstone )

This instrument was acknowledged before me on June 23, 2011,  
by Natalie Carson as Member of  
TNC Development, LLC.

Stephanie M. Snyder  
Notary Public in and for the State of Montana  
Printed Name Stephanie M. Snyder  
Residing at Huntley, MT  
My commission expires April 20, 2012



GRANTEE

This Easement interest is hereby accepted and the terms set forth herein are agreed to.

CITY OF BILLINGS

By: \_\_\_\_\_  
Thomas W. Hanel, Mayor

Attest: \_\_\_\_\_  
Cari Martin, City Clerk

STATE OF MONTANA     )  
  :SS  
County of Yellowstone     )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ , before me, the undersigned Notary Public for the State of Montana, personally appeared Thomas W. Hanel and Cari Martin , known to me to be the persons who signed the forgoing instrument as Mayor and City Clerk, respectively, of The City of Billings, Montana, and acknowledged to me that they executed the same. Witness my hand and seal the day and year herein above written.

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

# EXHIBIT A SIDEWALK EASEMENT

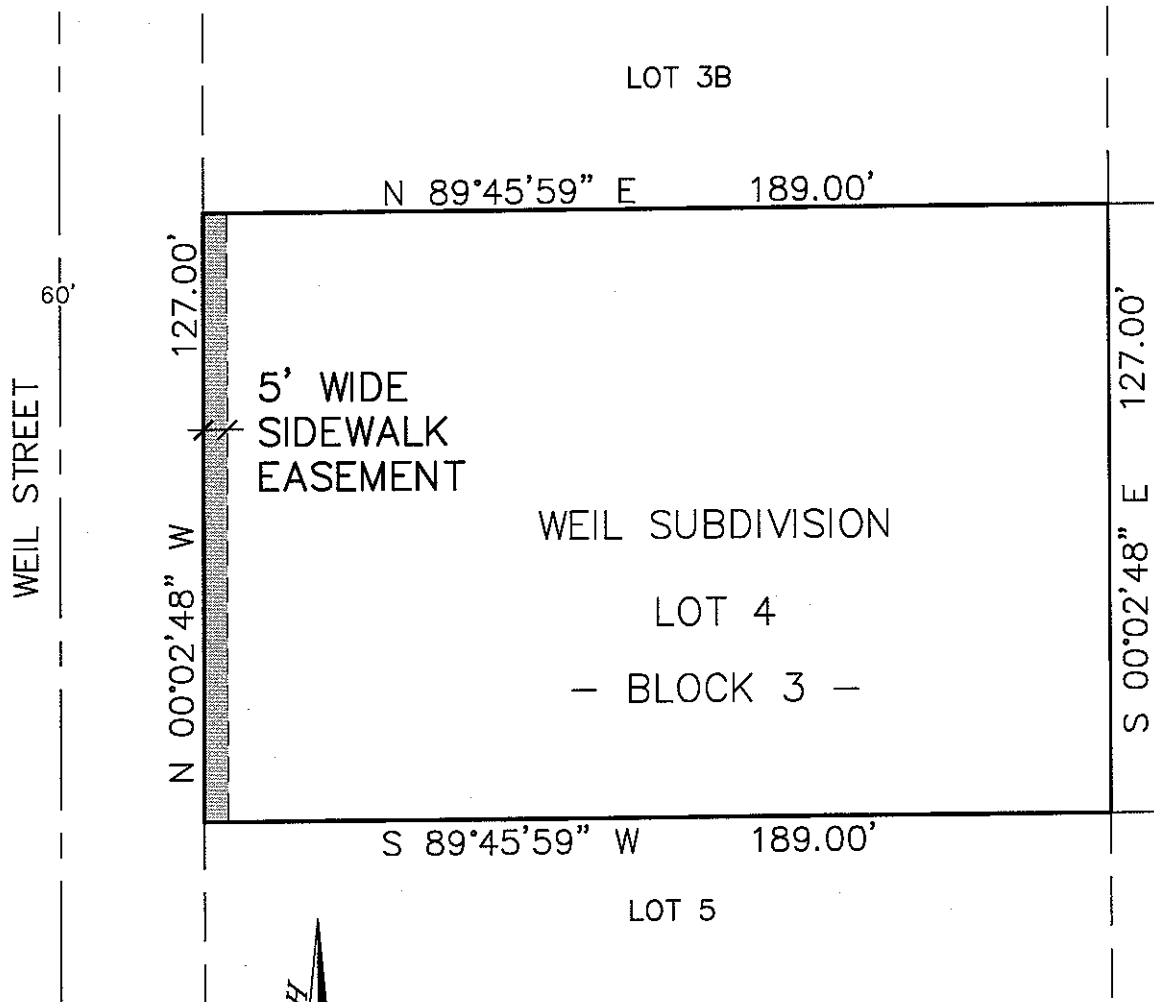
WITHIN  
LOT 4, BLOCK 3, WEIL SUBDIVISION

PREPARED FOR : TNC DEVELOPMENT, LLC

JUNE 2011

PREPARED BY : SANDERSON STEWART 

BILLINGS, MONTANA



20 0 20 40

SCALE: 1" = 40'

WEIL-L4-B3.DWG

75052.69

06/23/11 BEG

**Regular City Council Meeting**

**Meeting Date:** 07/25/2011

**TITLE:** Quality of Life Run

**PRESENTED BY:** David Mumford

**Department:** Public Works

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**Information**

**PROBLEM/ISSUE STATEMENT**

A race route has been requested for the following event.

Who: Billings Association of Realtors

Event: 5 mile and 2 mile runs

Date and Time: Saturday, August 20th from 7:00 am to 11:00 am

Where: Race starts at Masterson Circle, along Airport Road to N. 27th, on Rimrock Rd to Virginia Lane, to Parkhill Dr., through Pioneer Park and back to Parkhill, along 32nd Street and finishing in the Transwestern Parking Lot north of 6th Ave N. The 2 mile run is on the same route but starts along Rimrock Road.

Recommended conditions of approval include Billings Association of Realtors:

1. Provide a certificate of insurance with required liability amounts naming the City of Billings as additional insured
2. All course guards (flaggers) shall wear proper 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 the 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. Any Police assistance, traffic control, and litter removal are to be paid for by Billings Association of Realtors.

**RECOMMENDATION**

Staff recommends that Council approve the use of the streets listed above for the annual Quality of Life Run event.

**APPROVED BY CITY ADMINISTRATOR**

---

**Attachments**

Quality of Life Run 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 Amber Gundsted

ORGANIZATION MAKING APPLICATION Billings Association of Realtors

PHONE 406.248.7145

ADDRESS 1643 Lewis Ave, Ste 12, Billings, MT 59102

EMAIL ADDRESS amber@billings.org

APPROXIMATE TIME EVENT WILL:  
Assemble 7a.m. Start 8a.m. Disband 11a.m.

DATE OF EVENT Saturday, August 20, 2011

PURPOSE/DESCRIPTION OF EVENT: (Description and detail of the event.)  
The quality of life Run benefits non-profits that improve quality of life in our community. This year's proceeds benefit First Tee Montana. The run includes a 5-mile and 2-mile event and will attract approximately 500 participants.

EVENT ROUTE DESIRED (IF APPLICABLE): (Please attach map.)  
The run will have two starting locations -- one atop The Rims and one at the base of The Rims. The run winds through Pioneer Park and ends in the central business district at Transwestern parking lot.

BLOCK PARTY STREET LOCATION (IF APPLICABLE):  
\_\_\_\_\_

CLEAN UP IMPLEMENTATION: (Company contracted or services you will provide)  
Volunteers from the Association provide cleanup at the start points, race route and finish line. Cones and barricades also are promptly removed from the race route. (cleanup plan attached)

**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.

**COORDINATORS 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 *Handsted* DATE June 16, 2011  
APPLICATION APPROVED \_\_\_\_\_ DATE \_\_\_\_\_  
APPLICATION DENIED \_\_\_\_\_ DATE \_\_\_\_\_

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

**FOR CITY USE ONLY**

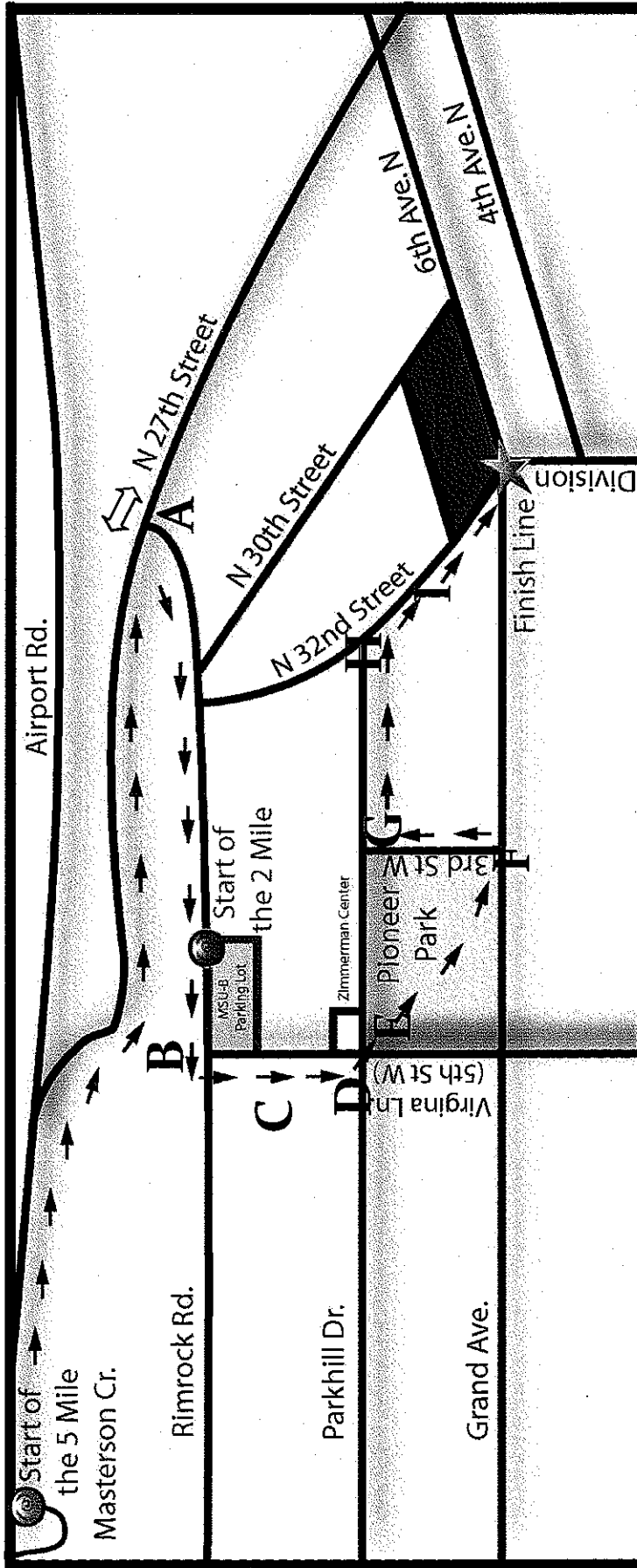
FEE: \$100.00

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

# Road Guard and Water Station Placement



## Road Guards:

- A. One way turn onto Rimrock from 27<sup>th</sup>
- B. Rimrock and Virginia Lane intersection
- C. Virginia Lane and Poly intersection
- D. Virginia Lane and Parkhill intersection
- E. Virginia Lane to Pioneer Park turnoff
- F. 3<sup>rd</sup> Street and Pioneer Park
- G. 3<sup>rd</sup> Street and Parkhill
- H. Avenue E and North 32<sup>nd</sup>
- I. Avenue C and 9<sup>th</sup> Avenue N. off 32<sup>nd</sup> Street

## Water Station:

- 2-mile Start



Barricade Location

## Quality of Life Run Cleanup Plan

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1. Cleanup crews will be provided along the entire race route and at the finish line.
2. Volunteers man one water station at the beginning of the two-mile race. Once all runners have passed, the volunteers disassemble the water station and provide cleanup.
3. The finish line and Transwestern Parking Lot are cleaned up immediately following the end of the awards ceremony.
4. The one barricade used during the race is removed once all runners have passed. Additionally, all cones are picked up immediately following the awards ceremony.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/8/2011

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

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

<b>PRODUCER</b> STAR Insurance - Fort Wayne Office 2130 East DuPont Road  Fort Wayne IN 46825		<b>CONTACT NAME:</b> Janice Rountt <b>PHONE (A/C, No. Ext):</b> (260) 467-5690 <b>FAX (A/C, No.):</b> (260) 467-5691 <b>E-MAIL ADDRESS:</b> janice.rountt@starfinancial.com <b>PRODUCER CUSTOMER ID #:</b> 00057125	
<b>INSURED</b> ROAD RUNNERS OF AMERICA/2011 AND ITS MEMBER 7410 SKYLINE DRIVE  FREDERICK MD 21702-3652		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		<b>INSURER A:</b> NATIONAL CASUALTY COMPANY	11991
		<b>INSURER B:</b> NATIONWIDE LIFE INSURANCE CO.	66896
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 2 MILLION A.T. **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.

INGR LTR	TYPE OF INSURANCE	ADDL SUBR INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR		XRO00000001300700	12/31/2010	12/31/2011	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input checked="" type="checkbox"/> LEGAL LIAB. TO PARTIC.			12:01 A.M.	12:01 A.M.	MED EXP (Any one person) \$ 5,000
	\$2,000,000					PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ NONE
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC		A&M AGGREGATE \$5,000,000			PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO					ABUSE & MOLESTATION \$ 500,000
	<input type="checkbox"/> ALL OWNED AUTOS		XRO00000001300700	12/31/2010	12/31/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> HIRED AUTOS			12:01 A.M.	12:00 A.M.	BODILY INJURY (Per person) \$
<input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$	
						PROPERTY DAMAGE (Per accident) \$
						\$
						\$
						\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			OTHER \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
B	EXCESS MEDICAL & ACCIDENT (\$250 DEDUCTIBLE/CLAIM)		SPX-00000039016-00	12/31/2010	12/31/2011	E.L. DISEASE - EA EMPLOYEE \$
				12:01 A.M.	12:01 A.M.	E.L. DISEASE - POLICY LIMIT \$
						EXCESS MEDICAL \$10,000
						AD & SPECIFIC LOSS \$2,500

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

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED.

DATE & EVENT: 08/20/11 Quality of Life Run  
Avenue, Suite 12, Billings, MT 59102

INSURED CLUB: Quality of Life, attn: Amber Sundsted; 1643 Lewis

### CERTIFICATE HOLDER

### CANCELLATION

08/20/11 City of Billings, Department of Parks & Recreation  
Attn: Mike Whitaker  
390 N. 23rd Street  
Billings, MT 59101

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

AUTHORIZED REPRESENTATIVE

John Lefever/JWE.

ACORD 25 (2009/09)  
INS025 (200909)

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/6/2010

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

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

<b>PRODUCER</b> <b>STAR Insurance - Fort Wayne Office</b> <b>2130 East DuPont Road</b>  <b>Fort Wayne IN 46825</b>		<b>CONTACT NAME:</b> Janice Routt <b>PHONE (A/C, No, Ext):</b> (260) 467-5690 <b>FAX (A/C, No):</b> (260) 467-5691 <b>E-MAIL ADDRESS:</b> janice.routt@starfinancial.com <b>PRODUCER CUSTOMER ID#:</b> 00050950	
<b>INSURED</b>  <b>ROAD RUNNERS CLUB OF AMERICA/2011</b> <b>&amp; ITS MEMBER CLUBS</b> <b>7410 SKYLINE DRIVE</b> <b>FREDERICK MD 21702-3652</b>		<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> <b>INSURER A: NATIONAL CASUALTY COMPANY</b> <b>11991</b> <b>INSURER B: NATIONWIDE LIFE INSURANCE CO.</b> <b>66869</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER: 2010 MEMBER CLUB**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			KRO 0000000130070	12/31/2010	12/31/2011	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> LEGAL LIAB. TO PARTIC. \$1,000,000						PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ NONE
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			A&M AGGREGATE \$5,000,000			PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			KRO 0000000130070	12/31/2010	12/31/2011	ABUSE & MOLESTATION \$ 500,000
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB						\$
	EXCESS LIAB						EACH OCCURRENCE \$
	DEDUCTIBLE						AGGREGATE \$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$
B	EXCESS MEDICAL & ACCIDENT (\$250 DEDUCTIBLE/CLAIM)			SPX 00000039016-00	12/31/2010	12/31/2011	E.L. DISEASE - EA EMPLOYEE \$
					12:01 A.M.	12:01 A.M.	E.L. DISEASE - POLICY LIMIT \$
							EXCESS MEDICAL \$10,000
							AD & SPECIFIC LOSS \$2,500

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

**CERTIFICATE HOLDER**      **CANCELLATION**

<b>Quality of Life</b> <b>Attn: Amber Sundsted</b> <b>1643 Lewis Avenue, Suite 12</b> <b>Billings, MT 59102</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  John Lefever/JWE
--	--



1643 Lewis Avenue, Suite 12 ♦ Billings, Montana 59102  
Phone: 406.248.7145 ♦ Fax: 406.248.7478  
www.Billings.org ♦ BoardOffice@Billings.org

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June 16, 2011

Susan Wellbrook  
Public Works Department – Engineering Division  
2224 Montana Ave  
Billings, MT 59101

Dear Susan,

Please find enclosed a Right-of-Way Activity permit application and fee for the *Quality of Life* Run organized by the Billings Association of REALTORS®.

This is an annual event aimed at raising money for non-profits in our community. This year, the proceeds will benefit The First Tee Montana.

The *Quality of Life* Run is slated for Saturday, August 20, 2011, beginning at 8 a.m., with all activities concluded by 10 a.m. The race includes two starting points, one for the 5-mile run and another for a 2-mile walk/run. The 5-mile begins atop the Rims near Masterson Circle while the 2-mile starts near MSU-Billings.

The racing path – down the Rims via Airport Road, through the Pioneer Park area and ending at the Transwestern Parking Lot – will be marked with orange cones, but will not obstruct traffic. A barricade will be in place to prohibit traffic from entering Rimrock Road off of Airport Road until all runners have passed that point.

Thank you for your consideration of this permit. If you have any questions, please contact me at 248-7145 or by email at [amber@billings.org](mailto:amber@billings.org).

Sincerely,

A handwritten signature in black ink that reads "Amber Sundsted".

Amber Sundsted  
Government Affairs Director



**Regular City Council Meeting**

**Meeting Date:** 07/25/2011

**TITLE:** Burn the Point

**PRESENTED BY:** David Mumford

**Department:** Public Works

---

**Information**

**PROBLEM/ISSUE STATEMENT**

A street closure/parade route has been requested for the following event:

**Who:** Chase Hawks Memorial Association

**Event:** Burn the Point/Street Dance

**Date and Time:** September 2nd starting 5:30 pm until 12:30 am

**Where:** Established downtown parade route and N. 28th between 1st and 2nd Ave N.

Recommended conditions of approval include Chase Hawks Memorial Association:

1. Provide a certificate of insurance with required liability amounts naming the City of Billings as additional insured
2. Provide and install adequate traffic barricades directing motorists around closure
3. Contact all businesses/residents affected and make them aware of the event
4. Clean the area to be used and provide waste cans during the event
5. A minimum 10' wide unobstructed lane on the closed street to provide access for emergency vehicles

**ALTERNATIVES ANALYZED**

The Council may:

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

**FINANCIAL IMPACT**

Administrative time to process the permit is offset by the application fee. Any Police assistance, traffic control, and litter removal are the responsibility of the Chase Hawks Memorial Association.

**RECOMMENDATION**

Staff recommends that Council approve the street closure and parade route named above for the annual Burn the Point and Street Dance.

**APPROVED BY CITY ADMINISTRATOR**

---

**Attachments**

Burn the Point Attach



**City of Billings**  
**RIGHT - OF - WAY ACTIVITY**

**Please check the type of activity you are applying for:**

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

Submit this application with attachments to either: The Public Works office – 2224 Montana Ave. or Downtown Billings office – 2815 2<sup>nd</sup> Ave. N. (both – Billings, MT 59101) Application packet should be turned in at least 60 days prior to the date of the proposed event for approval.

PERSON MAKING APPLICATION   Sylvia Gusick  
ORGANIZATION MAKING APPLICATION   Chase Hawks Memorial Association  
ADDRESS   P O Box 31333   City Billings   State MT Zip 59107  
EMAIL ADDRESS   www.chasehawks.com

APPROXIMATE TIME EVENT WILL:

Assemble 5:30 PM   Start 7:00 PM   Disband 12:30 AM

DATE OF EVENT   September 2, 2011

PURPOSE OF EVENT: (Description and detail of plans)

Burn the Point Car Parade/Dance is a fund-raising event for the Chase Hawks Community Crisis Fund. The parade of classic cars will be followed by a street dance on September 2, 2011.

EVENT ROUTE DESIRED (IF APPLICABLE) – Please attach map

The parade will follow the established downtown parade route. The parade of classic cars is estimated at 500 vehicles.

BLOCK PARTY STREET LOCATION (IF APPLICABLE)

CLEAN UP IMPLEMENTATION: (Company contracted or services you will provide)  
The Solid Waste Division of the City of Billings brings us 20 large garbage cans, which we distribute along the parade route. Following the parade we patrol the parade route and the street areas for any garbage.

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

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

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

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

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

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

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

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

APPLICANT SIGNATURE Sybil Gurdick DATE 5-16-11

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

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

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

**FOR CITY USE ONLY**

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

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

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

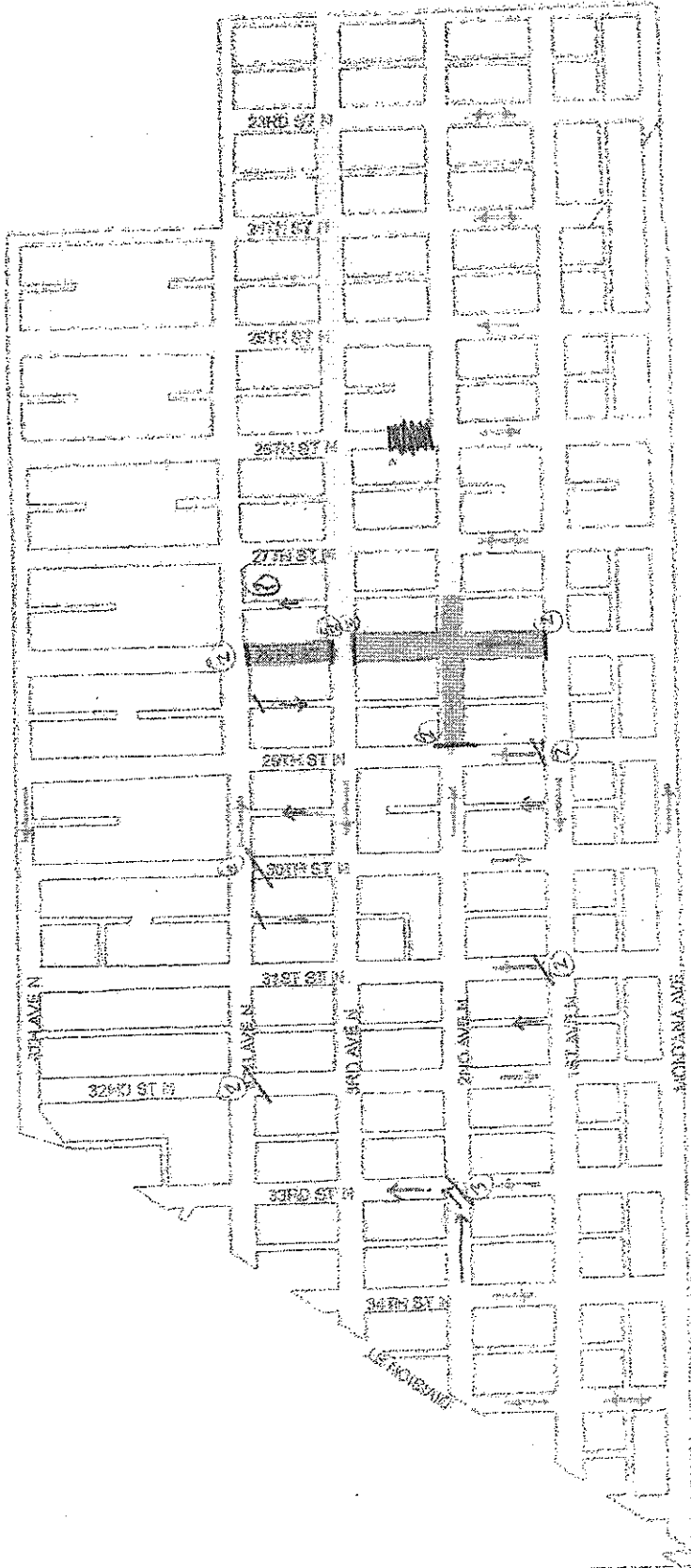
**COPIES TO:**

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

# Downtown Billings Street Direction Map

POST PARADE CLOSURE

PARADE CLOSURE



List All of the Business impacted by the closure and have them 'sign off' on the event:

BUSINESS NAME	ADDRESS	SIGNATURE
Rock Creek Coffee Roasters	124 North Broadway	<i>[Signature]</i>
Jimmy John's Gourmet Sandwiches	122 North Broadway	<i>[Signature]</i>
Cline Fine Art	120 North Broadway	<i>[Signature]</i>
Z Pizza	116 North Broadway	<i>[Signature]</i>
Vacant	114 North Broadway	N/A
Jackets & Company	112 - 110 North Broadway	<i>[Signature]</i>
In Step	108 North Broadway	<i>[Signature]</i>
The Soup Place	106 North Broadway	<i>[Signature]</i>
Apartments Entrance	104 North Broadway	N/A
Rocke Gear	102 North Broadway	<i>[Signature]</i>
Marcasa Clothing	100 North Broadway	<i>[Signature]</i>
Crystal Lounge	101 North Broadway	<i>[Signature]</i>
Vacant	103 North Broadway	N/A
Advertising Design	105 North Broadway	<i>[Signature]</i>
Hooligans FC Sports Bar	109 North Broadway	<i>[Signature]</i>
Hooligans Casino	111 North Broadway	<i>[Signature]</i>
Montana Brewing Company	113 North Broadway	<i>[Signature]</i>
Electric Building	115 North Broadway	<i>[Signature]</i>
Homesite Designers	117 North Broadway	<i>[Signature]</i>
Bin 119	119 North Broadway	<i>[Signature]</i>
MT Landco	121 North Broadway	CLOSE AT 5:00pm
Lou Tauberts	123 North Broadway	<i>[Signature]</i>
Buchanan Capital	201 North Broadway	<i>[Signature]</i>
Indian Nations Trading	207 North Broadway, #130	<i>[Signature]</i>
Valley Federal Credit Union	207 North Broadway	<i>[Signature]</i>
Edward Jones Investments	213 North Broadway	CLOSE AT 4:00pm
Belleza Salon	217 North Broadway	<i>[Signature]</i>
Vacant	219 North Broadway	N/A
Billings Felony & Misdemeanor Court	221 North Broadway	N/A
Prairie Blossoms	225 North Broadway	<i>[Signature]</i>
US Bank	303 North Broadway	CLOSE AT 4:00 pm
Travel Cafe + Broadway Deli + Cafe	313 North Broadway	<i>[Signature]</i>
First United Methodist Church	2800 4 <sup>th</sup> Avenue North	N/A
Alberta Bair Theater	2801 3 <sup>rd</sup> Avenue North	<i>[Signature]</i>
MSUB	224 North Broadway	Signed other side

Rowdies Bar 222 North Broadway

Taste of India 216 North Broadway

MSUB 214 North Broadway

D A Davidson & Company 208 North Broadway

*[Handwritten signatures and scribbles]*

Client#: 6090 CHASEHAW  
**ACORD CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
 05/02/11

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 <b>Hoiness LaBar Insurance</b> A Member of Payne Financial Group P.O. Box 30638 Billings, MT 59107-0638	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A: <b>National Casualty Co.</b> INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED <b>Chase Hawks Memorial Association, Inc.</b> P.O. Box 31333 Billings, MT 59107		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		KKO0000001304500	12/01/2010	12/01/2011	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$5,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$		XKO0000001305300	12/01/2010	12/01/2011	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				IWC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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)  
**\*\* Supplemental Name \*\***  
 First Supplemental Name applies to all policies - Chase Hawks Memorial Association, Inc.  
 (See Attached Descriptions)

CERTIFICATE HOLDER City of Billings Attn: Gail Linnell 390 North 23rd 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 
--	---

**Regular City Council Meeting**

**Meeting Date:** 07/25/2011

**TITLE:** Billings Public Schools Opening Day for Teachers

**PRESENTED BY:** David Mumford

**Department:** Public Works

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**Information**

**PROBLEM/ISSUE STATEMENT**

A street closure has been requested for the following event:

**Who:** Billings Public Schools

**Event:** Opening day for teachers and administrators

**Date and Time:** August 23rd from 7:15 AM to 11:30 AM

**Where:** Alberta Bair Theatre will be used for a guest speaker and the closure will be N. 28th between 3rd & 4th Ave N for tables so they can check in and meet and greet

Recommended conditions of approval include Billings Public Schools:

1. Provide a certificate of insurance with required liability amounts naming the City of Billings as additional insured
2. Provide and install adequate traffic barricades directing motorists around closure
3. Provide a ten foot wide unobstructed lane on the closed streets to provide access for emergency vehicles
4. Due to limited parking downtown and the expected attendance of personnel, busses will be used to accommodate transportation to and from Alberta Bair
5. Contact all businesses/residents affected and make them aware of the event
6. Clean the area to be used after the event and provide and empty waste cans

**ALTERNATIVES ANALYZED**

The Council may:

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

**FINANCIAL IMPACT**

Administrative time to process the permit is offset by the application fee. Any Police assistance, traffic control, and litter removal are the responsibility of the Billings Public Schools.

**RECOMMENDATION**

Staff recommends that Council approve the street closure named above for the opening day event for Billings School District 2 teachers and administrative personnel.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Billings Public Schools Attach



**Division of Teaching and Learning Support**  
Billings Public Schools  
415 North 30<sup>th</sup> Street  
Billings, Montana 59101-1298  
Phone: (406) 281-5067 Fax: (406) 281-618

June 15, 2011

Public Work Office  
2815 2<sup>nd</sup> Avenue North  
Billings, MT 59101

To Whom It May Concern:

Billings Public Schools is pleased to bring our opening day activities to the Alberta Bair Theatre on August 23, 2011. This event will bring our staff of 1200 teachers and administrators to the downtown area to hear our opening day speaker.

We are requesting that 28<sup>th</sup> Street North between 3<sup>rd</sup> and 4<sup>th</sup> Avenue North (between Travel Café and Alberta Bair Theatre) be blocked off beginning at 7:15 AM and ending at 11:30 AM. This area will be used to set up tables designated by school name where teachers may check in. It will provide an area for teachers to greet each other after their summer break before heading into the theatre for the presentation. We are also setting up coffee so teachers may treat themselves to a cup of coffee.

This is traditionally a great time of celebration. The beginning of each school year is full of excitement. We are thrilled to have Alberta Bair Theatre as our location. If you have any further questions, please don't hesitate to contact me at 281.5067. Thanks in advance for your time and expertise in making this a positive event for Billings Public Schools. I look forward to hearing back from you.

Sincerely,

Gail Surwill  
Assistant Superintendent  
Billings Public Schools



**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 Gail Surwill

ORGANIZATION MAKING APPLICATION Billings Public Schools

PHONE 406.281.5067

ADDRESS 415 N. 30<sup>th</sup> Billings MT 59102  
CITY STATE ZIP

EMAIL ADDRESS surwillg@billingschools.org

APPROXIMATE TIME EVENT WILL:

Assemble 7:15 AM Start 8:00 AM Disband 11:30 AM

DATE OF EVENT August 23, 2011

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

opening day for Billings Public Schools at Alberta Bair Theatre.  
We would like 28<sup>th</sup> St. N between 3<sup>rd</sup> + 4<sup>th</sup> Ave. N to be  
blocked off.

This will allow for 1200 teachers to check in and meet and  
greet each other

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

Map show road to be blocked

BLOCK PARTY STREET LOCATION (IF APPLICABLE):

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

Billings Public Schools facilities department will clean up

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

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

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

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

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

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

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

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

APPLICANT SIGNATURE Paul Surwell DATE 6-15-11  
APPLICATION APPROVED \_\_\_\_\_ DATE \_\_\_\_\_  
APPLICATION DENIED \_\_\_\_\_ DATE \_\_\_\_\_

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

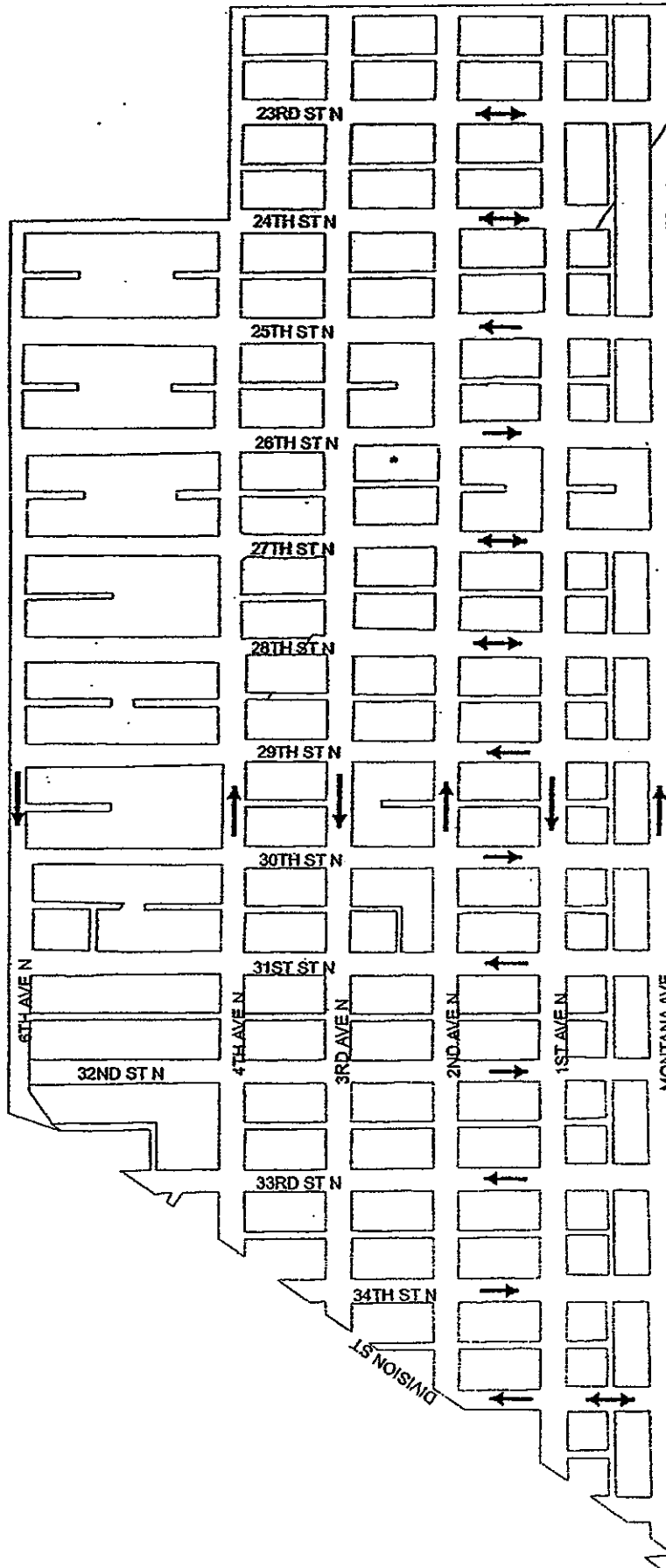
**FOR CITY USE ONLY**

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

# Downtown Billings Street Direction Map

(If Applicable) or your own map



Block in front of Alberta Bear 28<sup>th</sup> between 3<sup>rd</sup> & 4<sup>th</sup>



**Regular City Council Meeting**

**Meeting Date:** 07/25/2011

**TITLE:** General Fund Loan to the N 27th Street Tax Increment Fund

**PRESENTED BY:** Patrick M. Weber

**Department:** City Hall Administration

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**Information**

**PROBLEM/ISSUE STATEMENT**

The N 27th Street Tax Increment Fund requires a loan as it will have a negative cash balance of \$800,000 as of July 31, 2011. State Law requires all funds have a positive cash balance at the close of each month end. The details of why the loan is necessary were reviewed at the July 5th work session.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve the loan;
- Not approve the loan;

**FINANCIAL IMPACT**

The General Fund can provide the loan without any adverse effects. The loan will have an interest rate of 1.47%. Repayment will be made from the N 27th Street tax increment revenue received in December of 2011 and June of 2012. The loan may also be paid by proceeds received from the sale of property acquired for the Park V Parking Garage.

**RECOMMENDATION**

Staff recommends City Council approve the \$800,000 loan from the General Fund to the N 27th Street Tax Increment Fund.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 07/25/2011

**TITLE:** 2011 JAG Application and Acceptance of Award in the amount of \$71,253

**PRESENTED BY:** Rich St. John

**Department:** Police

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**Information**

**PROBLEM/ISSUE STATEMENT**

The City has been notified that funding for the 2011 Justice Assistance Grant (JAG) has been posted on line. This \$71,253 grant is a joint application between the Billings Police Department and the Yellowstone County Sheriff's office, with the Billings Police Department acting as administrator of the grant. The City will receive \$71,253 from the annual 2011 JAG Grant. The City will share \$12,928 of the allocation with the Yellowstone County Sheriff's Office (YCSO) for purchase of a River Rescue Raft, duty weapon holsters, in car cameras, and a mobile two-way radio.

The Police Department plans on purchasing interior patrol car equipment, patrol rifle ammunition, 1 MDT, 3 radar units, Tasers, steel range targets, and stop sticks. Volunteer patrol uniforms and supplies, promotional materials and honor guard and patrol bike uniforms will also be purchased.

The attached Interlocal Agreement has been approved by the County Commissioners. The Interlocal Agreement is part of the application submittal. Staff is requesting Council approval to submit the application, accept the \$71,253 grant award, approve the interlocal agreement with Yellowstone County and authorize the Mayor to sign the award documents when they are received.

**ALTERNATIVES ANALYZED**

Council may:

- Approve the application and acceptance of award of the 2011 JAG Grant in the amount of \$71,253; or
- Not approve the application and acceptance of award of the 2011 JAG Grant in the amount of \$71,253.

**FINANCIAL IMPACT**

There will be no cost to the City as no match is required.

**RECOMMENDATION**

Staff recommends Council approve the 2011 JAG application submission in the amount of \$71,253, accept the grant award, approve the interlocal agreement with Yellowstone County and authorize the Mayor to sign the award documents when they are received.

**APPROVED BY CITY ADMINISTRATOR**

---

**Attachments**

2011 Interlocal Agreement

**THE STATE OF MONTANA, COUNTY OF YELLOWSTONE  
INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF BILLINGS, AND YELLOWSTONE COUNTY  
2011 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD  
\$71,253**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, between the City of Billings (CITY) acting through its Mayor, and Yellowstone County (COUNTY) acting through its Chairman of the Board of County Commissioners.

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party, and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the City agrees to provide the County \$12,928.00 from the JAG award.

WHEREAS, the CITY and the COUNTY will file a joint application with the CITY serving as applicant/fiscal agent for the JAG funds.

WHEREAS, the CITY and the COUNTY believe it to be in their best interests and the best interests of both of them to reallocate the JAG funds in this matter so as to continue to qualify for future JAG awards and in order to maximize the benefit from this 2011 JAG award.

NOW THEREFORE, the CITY and COUNTY agree as follows:

The purpose of this agreement is to provide a binding promise by the City of Billings to share the proceeds of a \$71,253.00 JAG award with the County of Yellowstone.

This agreement shall commence on the date the Justice Assistance Grant (JAG) is funded by the U.S. Department of Justice, and the funds are received by the City, and it shall terminate on September 30, 2013, unless the parties mutually agree, in writing, to an earlier termination date. This cooperative undertaking shall be financed exclusively from the JAG proceeds. CITY agrees to pay the COUNTY a total of \$12,928.00 of JAG funds. The COUNTY agrees to use \$12,928.00 for the program between the date of this agreement and September 30, 2014, the last day on which these funds may be spent, according the terms of the JAG.

Nothing in the performance of this Agreement shall impose any liability for claims against the CITY or COUNTY. Each party to this agreement will be responsible for its own actions in providing services under this Agreement and will save the other party harmless from and defend and indemnify them for any claims that arise due to or on account of any activities that are funded in whole or in part by JAG proceeds, and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement. No separate legal entity shall be created by this contract. The accounting for funds received by each of the local governing bodies shall be done by the City of Billings Finance Department and the County of Yellowstone Sheriff's Office, respectively. The City of Billings Financial Services Manager shall administer the disbursement of JAG proceeds in cooperation with the County of Yellowstone Sheriff's Office. No personnel costs will be funded from these proceeds by either party so neither party will be required to file reports or make payments of retirement system contributions pursuant to §19-2-506, MCA.

In the event that any payment that is expected to be made pursuant to this JAG is not received by the City of Billings, or in the event that either party violates the terms of this Interlocal Agreement, either party may terminate this agreement by giving written notice to the mayor (for notice to the City) or to the commission chair

(for notice to the County) of the manner in which the other party has violated the provisions hereof. If a party so notified does not remedy the default within fifteen (15) days of receipt of the notice of the violation, then the party giving notice of the violation is released and discharged from any further obligation under this agreement and the agreement is of no further legal effect.

By entering into the Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

City of Billings, Montana

County of Yellowstone

\_\_\_\_\_  
/s/ Thomas W. Hanel, Mayor

\_\_\_\_\_  
/s/ Bill Kennedy, Chairman  
Yellowstone County Commissioners

APPROVED AS TO FORM:

\_\_\_\_\_  
/s/ Kelly Addy  
City Attorney's Office

\_\_\_\_\_  
/s/ Kevin Gillen  
Yellowstone County Attorney's Office

**Regular City Council Meeting**

**Meeting Date:** 07/25/2011

**TITLE:** Approval of Enforcing Underage Drinking Laws Grant in the Amount of \$18,760.00

**PRESENTED BY:** Rich St. John

**Department:** Police

---

**Information**

**PROBLEM/ISSUE STATEMENT**

United Way of Yellowstone County has awarded the City of Billings a grant for Enforcing Underage Drinking Laws (EUDL) in the amount of \$18,760. The goals of the EUDL grant are to enforce underage drinking through patrol, alcohol retail sale trainings, reverse stings and compliance checks. The grant will fund overtime for the officers involved in these details. The grant begins July 1, 2011, and ends December 31, 2012.

**ALTERNATIVES ANALYZED**

The City Council may:

- Accept the EUDL grant of \$18,760; or
- Not accept the EUDL grant of \$18,760.

**FINANCIAL IMPACT**

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

**RECOMMENDATION**

Staff recommends City Council approve and accept the United Way grant for Enforcing Underage Drinking Laws (EUDL) in the amount of \$18,760. for the period of July 1, 2011, to December 31, 2012.

**APPROVED BY CITY ADMINISTRATOR**

---

**Regular City Council Meeting**

**Meeting Date:** 07/25/2011

**TITLE:** Resolution Authorizing the Issuance and Private Negotiated Sale for Refunding Special Improvement District 1360 Bonds

**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 (Gabel Road). These bonds were issued in 2003 with a net effective interest rate of 5.63%.

Based on preliminary analysis, the City could achieve debt savings by refunding the SID 1360 bonds. These savings would be passed on to the property owners in the district.

The proposed resolution authorizes the Financial Services Manager to proceed with the refunding of the bonds in a negotiated sale.

**ALTERNATIVES ANALYZED**

The Council may:

- Approve the resolution; or
- Not approve resolution.

**FINANCIAL IMPACT**

The Refunding Bonds are being issued to reduce future interest costs. The estimated savings is \$150,000.

**RECOMMENDATION**

Staff recommends that the City Council approve the attached resolution authorizing a negotiated bond sale for SID 1360 and set a public hearing date for August 8, 2011.

**APPROVED BY CITY ADMINISTRATOR**

---

**Attachments**

Resolution

CERTIFICATE AS TO RESOLUTION AND VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. \_\_\_\_\_, entitled: "RESOLUTION RELATING TO SPECIAL IMPROVEMENT DISTRICT NO. 1360 REFUNDING BONDS, SERIES 2011; AUTHORIZING THE ISSUANCE AND PRIVATE NEGOTIATED SALE THEREOF AND AUTHORIZING THE PLEDGE OF THE REVOLVING FUND TO THE SECURITY THEREFOR; AND CALLING A PUBLIC HEARING THEREON" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a meeting on July 25, 2011, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

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

WITNESS my hand officially this 25th day of July, 2011.

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

RESOLUTION NO. \_\_\_\_\_

RESOLUTION RELATING TO SPECIAL IMPROVEMENT  
DISTRICT NO. 1360 REFUNDING BONDS, SERIES 2011;  
AUTHORIZING THE ISSUANCE AND PRIVATE  
NEGOTIATED SALE THEREOF AND AUTHORIZING THE  
PLEDGE OF THE REVOLVING FUND TO THE SECURITY  
THEREFOR; AND CALLING A PUBLIC HEARING THEREON

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

Section 1. Recitals and Statutory Authorization.

1.01. The City, pursuant to Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended (the “Act”), has issued its special improvement district bonds (the “Outstanding Bonds”) drawn against the funds of, and to finance the costs of improvements in or for the benefit of, Special Improvement District No. 1360 of the City (the “District”). All of the improvements financed from the proceeds of the Outstanding Bonds have been completed and all proceeds of the Outstanding Bonds and investment income thereon to be applied to costs of the improvements have been so applied or have been applied to the partial redemption of the Outstanding Bonds drawn on the District, except for certain proceeds of the Outstanding Bonds on deposit in the Special Improvement District Revolving Fund of the City (the “Revolving Fund”).

1.02. Montana Code Annotated, Section 7-12-4194 authorizes the issuance of special improvement district bonds under the Act to provide money needed to pay principal of and interest on outstanding bonds if the rate of interest on the refunding bonds is not less than one-half of one percent (0.50%) a year less than the rate of interest on the bonds to be refunded.

1.03. Pursuant to Montana Code Annotated, Section 7-12-4194, it is necessary that the Council conduct a public hearing on the desirability of issuing the bonds if the bonds are proposed to be issued in an amount greater than the amount of outstanding bonds to be refunded.

Section 2. Findings. Pursuant to Montana Code Annotated, Section 7-12-4194, this Council hereby determines that it is in the best interests of the City and the owners of property in the District for the City to sell its special improvement district refunding bonds in order to provide funds to be used to refund the Outstanding Bonds in advance of their stated maturities. Such bonds shall be denominated “Special Improvement District No. 1360 Refunding Bonds, Series 2011” (the “Bonds”), and shall be issued in the maximum aggregate principal amount of \$2,620,000. The Bonds will be issued to achieve debt service savings for the District, estimated on a net present value basis (using the yield of the Bonds as the discount factor) calculated over the term of the Outstanding Bonds, to be \$180,000. The savings will benefit the District and the owners of property therein by reducing the total cost of the improvements financed therein.

Section 3. Sale of Bonds. Subject to the public hearing called for herein and pursuant to Section 7-12-4194(3)(a) of the Act, this Council hereby determines that it is in the

best interests of the City to sell the Bonds at a private negotiated sale to Piper Jaffray & Co., of Helena, Montana and Denver, Colorado (the “Purchaser”), in consultation with Springsted Incorporated, financial consultant to the City in respect of the Bonds. The Bonds shall be sold to the Purchaser on terms and at a purchase price within the following limitations: (1) the principal amount of the Bonds, exclusive of original issue premium or discount, shall not exceed \$2,620,000; (2) the purchase price of the Bonds shall not be less than 98.5% of the original principal amount of the Bonds, exclusive of original issue discount or premium, and the compensation to be paid to the Purchaser, realizable from underwriter’s discount or net original issue premium, shall not exceed 1.5% of the original principal amount of the Bonds; (3) the interest rates on the Bonds are such that the net present value of the of the debt service savings to be achieved by the refunding is not less than 7.0% of the principal amount of the Outstanding Bonds using the yield of the Bonds as the discount factor, calculated over the term of the Outstanding Bonds; and (4) the final stated maturity of the Bonds shall not be later than the final stated maturity of the Outstanding Bonds.

The minimum purchase price for the Bonds will enable the Purchaser to sell the Bonds more efficiently based on actual market conditions without adjusting the interest rates thereon to provide compensation for its purchase of the Bonds. This procedure will facilitate the sale of the Bonds at the lowest interest rates, which is in the best interests of the District and the City.

Section 4. Bond Purchase Agreement. The City Administrator and City Finance Director in consultation with Springsted Incorporated, are hereby authorized and directed to approve the final principal amount of the Bonds, purchase price, maturity dates, principal amounts, interest rates and redemption provisions of the Bonds, subject to the limitations contained in the preceding paragraphs and the Act. Upon approving such terms, the City Administrator and City Finance Director are hereby authorized and directed to approve, execute and deliver to the Purchaser a bond purchase agreement (the “Bond Purchase Agreement”), containing the agreement of the City to sell, and the agreement of the Purchaser to purchase, the Bonds on the terms so approved, and containing such other provisions as such officers shall deem necessary and appropriate. In the event of the absence or disability of the City Administrator and City Finance Director, the Mayor or Deputy City Administrator shall make such approvals and execute and deliver the Bond Purchase Agreement. The execution and delivery by appropriate officers of the City of the Bond Purchase Agreement shall be conclusive as to the approval of such officers of the terms of the Bonds and the agreement of the City to sell the Bonds on such terms in accordance with the provisions thereof.

The form of the Bonds and the final terms and conditions thereof shall be prescribed by a subsequent resolution to be adopted by this Council.

Section 5. Pledge of Revolving Fund. In the resolution of intention to create the District, this Council found that it was in the public interest, and in the best interest of the City and the District, to secure payment of the principal of and interest on the Outstanding Bonds by the Revolving Fund, on the basis of factors required to be considered under Section 7-12-4225 of the Act. It is hereby found, determined and declared that it is in the public interest and in the best interest of the City and the District, to secure payment of the principal of and interest on the Bonds by the Revolving Fund, and the findings made in the resolution of intention in respect of the pledge of the Revolving Fund for the District are hereby ratified and confirmed; no material

adverse condition relevant to the pledge of the Revolving Fund in the District having occurred since the Outstanding Bonds were issued.

Section 6. Official Statement. The City Finance Director with the Springsted Incorporated and Dorsey & Whitney LLP, the City's bond counsel, are authorized to prepare on behalf of the City an Official Statement, to be distributed by the Purchaser to prospective purchasers of the Bonds, if necessary for the sale of the Bonds. The Official Statement shall contain such information as shall be advisable and necessary to describe accurately the City, the security for, and the terms and conditions of, the Bonds. The City Administrator and City Finance Director are authorized on behalf of the Council to deem the Official Statement near "final" as of its date, in accordance with Rule 15c2-12(b)(1) under the Securities Exchange Act of 1934.

Section 7. Notice of Redemption. The City Finance Director is hereby authorized to give notice of redemption of the Outstanding Bonds with stated maturities after July 1, 2012, in accordance with the resolution authorizing issuance of the Outstanding Bonds, subject to the condition that such notice is subject to revocation by the City in the event the Bonds are not theretofore sold to the Purchaser or for some other reason deemed to be in the best interest of the City by the City Finance Director.

Section 8. Public Hearing; Notice of Resolution. A public hearing is hereby called and shall be held on August 8, 2011 at 6:30 p.m. in the Council Chambers on the second floor of the Police Facility, 220 N. 27th Street, Billings, Montana. The Council hereby authorizes and confirms the authority of the City Clerk to publish or cause to be published a notice of public hearing in the *Billings Gazette*, a newspaper of general circulation in the county on July 21 and July 28, 2011 and to mail or cause to be mailed a copy of said notice to every person, firm, corporation, or the agent of such person, firm, or corporation having real property within the District listed in his or her name upon the last completed assessment roll for state, county, and school district taxes, at his last-known address, on or before the same day such notice is first published.

PASSED AND APPROVED by the City Council of the City of Billings, Montana, this 25th day of July, 2011.

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Mayor

Attest: \_\_\_\_\_  
City Clerk

(SEAL)

**Regular City Council Meeting**

**Meeting Date:** 07/25/2011

**TITLE:** Skyview Ridge Subdivision, 1st Filing: Preliminary Plat Approval Extension Request

**PRESENTED BY:** Candi Beaudry

**Department:** Planning & Community Services

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**Information**

**PROBLEM/ISSUE STATEMENT**

Skyview Ridge Subdivision, 1st Filing is a proposed subdivision that would create 15 lots on approximately 63 acres of land, south of Wicks Lane, west of Governor's Boulevard, and north of Constitution and Kootenai Avenues in the Heights. The property is part of a larger master planned area (288 acres in total) owned by the Montana Department of Natural Resources and Conservation (DNRC) and managed as school trust land. City Council granted conditional approval of the preliminary plat of Skyview Ridge Subdivision, 1st Filing, on August 13, 2007. Section 23-302(13) of the City Subdivision Regulations stipulates that the conditional approval of preliminary plats shall be in force for not more than three years, unless a request for a one-year extension is received and approved by City Council. The three year preliminary plat approval period was to expire August 13, 2010. At its meeting on July 12, 2010, City Council granted the DNRC request for a one year extension of the preliminary plat approval period to August 13, 2011.

During the 2011 State legislative session, House Bill 522 (see attachment) was introduced to amend Section 76-3-610, MCA to allow the governing body to extend the preliminary plat approval period to a "mutually agreed upon period of time" by the developer and the governing body. This bill removed the 3 + 1 year time limitation for preliminary plat approval. House Bill 522 was passed and signed into law by the Governor on April 21, 2011, effective immediately. In late June of 2011, the DNRC requested a second extension to the preliminary approval period, for two additional years, in anticipation of better market conditions (see attachment). The owner has completed many of the conditions of approval for the final plat, including a Park Master Plan for the entire master plan area, and would like to keep the application active. The owner feels starting the preliminary plat period over again would not be beneficial for them or the City.

**ALTERNATIVES ANALYZED**

The City council may approve or deny the request to extend the preliminary plat approval for two more years.

**FINANCIAL IMPACT**

Platting of 15 lots that are currently tax exempt and reselling them to private individuals would increase the tax revenues for the City. Allowing the subdivider up to two more years to prepare the final plat documents for approval and recording should not have any direct financial impact to the City.

**RECOMMENDATION**

Planning staff recommends that the City Council approve the request for an extension of the preliminary plat approval date for Skyview Ridge Subdivision, 1st Filing for two years, and set the new expiration date to August 13, 2013.

**APPROVED BY CITY ADMINISTRATOR**

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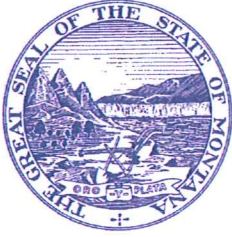
**Attachments**

prelim plat approval extension request

preliminary plat

House Bill 522

DEPARTMENT OF NATURAL RESOURCES  
AND CONSERVATION



BRIAN SCHWEITZER, GOVERNOR

SOUTHERN LAND OFFICE

STATE OF MONTANA

PHONE: (406) 247-4400  
FAX: (406) 247-4410

AIRPORT BUSINESS PARK  
1371 RIMTOP DRIVE  
BILLINGS, MT 59105-1978

27 June 2011

Juliet Spalding, AICP, Planner II  
Planning & Community Services Department  
510 North Broadway, 4<sup>th</sup> Floor  
Billings, MT 59101

Dear Ms. Spalding:

This letter is written regarding Skyview Ridge Subdivision, 1<sup>st</sup> Filing which was granted preliminary plat approval by the Billings City Council on 13 August 2007. Since that time, the Department of Natural Resources & Conservation (DNRC) completed a Park Master Plan for the subdivision, which was approved by the Council. The Park Master Plan encompassed the entire Trust parcel, including future filings. This fulfilled one of the conditions of preliminary plat approval.

On 12 July 2010, the City Council approved a one year extension of the preliminary plat approval to 13 August 2011. The DNRC is waiting for an improvement in market conditions before filing the final plat. The current intent of DNRC is to sell the single-family residential areas for development by a private developer and retain the commercial and multi-family areas and offer them for development them through a ground lease.

Based on the approval of House Bill 522 by the 2011 Legislature, the DNRC is requesting that the preliminary plat approval be extended for two additional years, until 13 August 2013.

If you have any questions, please feel free to contact me at [jbollman@mt.gov](mailto:jbollman@mt.gov) or 247-4404.

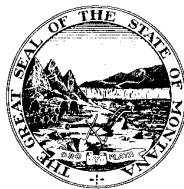
Cordially,

A handwritten signature in black ink, appearing to read "JB", written over a horizontal line.

Jeff Bollman, AICP  
Area Planner

Cc: Dennis Randall, Sanderson Stewart





AN ACT GENERALLY REVISING LAWS REGARDING THE LOCAL REGULATION OF SUBDIVISIONS; AUTHORIZING A GOVERNING BODY TO EXTEND THE APPROVAL OF A SUBDIVISION APPLICATION AND PRELIMINARY PLAT FOR A MUTUALLY AGREED-UPON PERIOD OF TIME; REQUIRING THE AGREEMENT FOR THE EXTENSION TO BE IN WRITING; PROVIDING THAT A GOVERNING BODY MAY ISSUE MORE THAN ONE EXTENSION; AND AMENDING SECTION 76-3-610.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MONTANA:

**Section 1.** Section 76-3-610, MCA, is amended to read:

**"76-3-610. Effect of approval of application and preliminary plat.** (1) Upon approving or conditionally approving an application and preliminary plat, the governing body shall provide the subdivider with a dated and signed statement of approval. This approval must be in force for not more than 3 calendar years or less than 1 calendar year. At the end of this period the governing body may, at the request of the subdivider, extend its approval for a mutually agreed-upon period of time no more than 1 calendar year, except that the governing body may extend its approval for a period of more than 1 year if that approval period is included as a specific condition of a written agreement between the governing body and the subdivider, according to 76-3-507. Any mutually agreed-upon extension must be in writing and dated and signed by the members of the governing body and the subdivider or subdivider's agent. The governing body may issue more than one extension.

(2) Except as provided in 76-3-507, after the application and preliminary plat are approved, the governing body and its subdivisions may not impose any additional conditions as a prerequisite to final plat approval if the approval is obtained within the original or extended approval period as provided in subsection (1)."

**Section 2. Applicability.** [This act] applies to subdivision applications and preliminary plats approved prior to [the effective date of this act] and to those approved on or after [the effective date of this act].

- END -

**Regular City Council Meeting**

**Meeting Date:** 07/25/2011

**TITLE:** Preliminary Subsequent Minor Plat, Sheldon Wolf Subdivision

**PRESENTED BY:** Candi Beaudry

**Department:** Planning & Community Services

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**Information**

**PROBLEM/ISSUE STATEMENT**

On June 15, 2011, the Planning Division received an application for preliminary plat approval for Sheldon Wolf Subdivision. The plat contains two lots on approximately 0.5 acre of land on the south side of Pemberton Lane in the Heights. The lot is zoned Residential-6000 and is currently vacant. Two duplex residences are proposed. The owners are Sheldon and Nickala Wolf. 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 August 4, 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 will further develop, resulting in additional tax revenues.

**BACKGROUND**

General location: South side of Pemberton Lane, just east of Lake Elmo Drive

Legal Description: Lot 16C, Block 1, Pemberton Subdivision

Owner/Subdivider: Sheldon and Nickala Wolf

Engineer and Surveyor: Sanderson Stewart

Existing Zoning: Residential-6000 (R-60)

Existing land use: Vacant

Proposed land use: two duplex residences

Gross/net area: 0.45 acres

Proposed number of lots: 2

Lot size: Max: 12,217 square feet

Min.: 7,303 square feet

Parkland requirements: A parkland dedication is not required, as this subdivision is creating only one additional lot

## **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 (see Attachment).

## **RECOMMENDATION**

Staff recommends conditional approval of the preliminary subsequent minor plat of Sheldon Wolf 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 mitigate impacts on the natural environment, the following note shall be added to Section V. of the final Subdivision Improvements Agreement (SIA): "Best Management Practices for both temporary and permanent stormwater management shall be used as defined within Section 28-201, BMCC, and detailed in the Billings Stormwater Management Manual, dated February 2011."
2. 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.
3. 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**

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### **Attachments**

Preliminary Plat

Findings of Fact

Mayor's Approval Letter

Site Photos

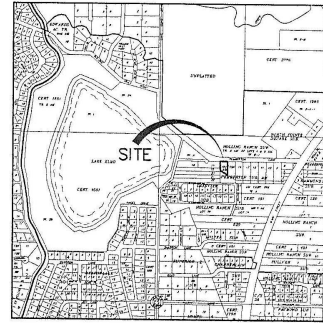
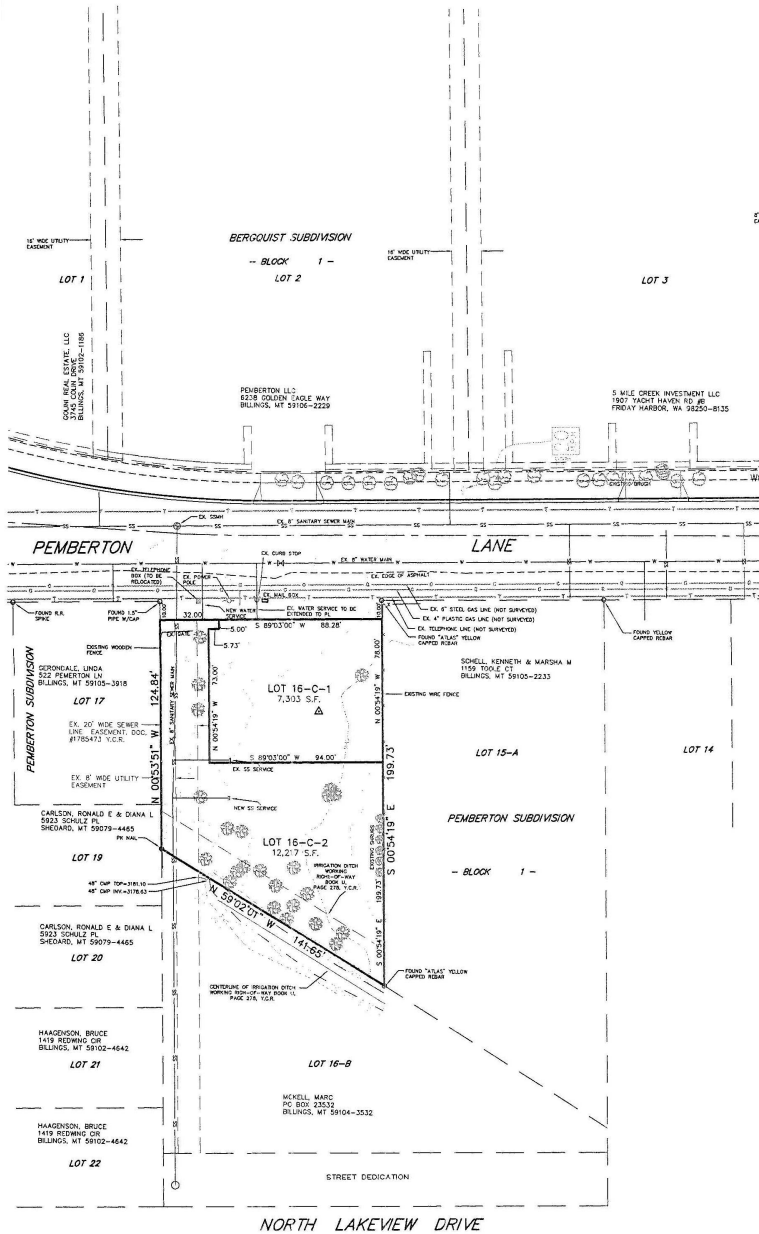
PRELIMINARY PLAT OF LOT 16C, BLOCK 1, PEMBERTON SUBDIVISION  
**SHELDON WOLF SUBDIVISION**  
 LOCATED IN THE N1/2 NE1/4 SECTION 15, T.1N., R.26E., P.M.M.  
 IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : SHELDON WOLF

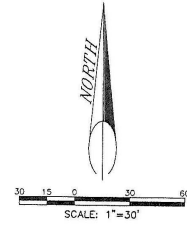
JUNE, 2011

PREPARED BY : SANDERSON STEWART 

BILLINGS, MONTANA



VICINITY MAP  
 NOT TO SCALE



BASIS OF BEARING:

- FOUND SURVEY MONUMENT, AS NOTED
  - SET 5/8" X 18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART"
- SET INTERSECTION MONUMENT, 5/8"x18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART". WILL BE REPLACED WITH BRASS CAP MONUMENT BOX UPON COMPLETION OF STREET IMPROVEMENTS.

PLAT DATA

GROSS AREA	=	0.448 ACRES
NET AREA	=	0.448 ACRES
NUMBER OF LOTS	=	2
MINIMUM LOT SIZE	=	7,303 SF
MAXIMUM LOT SIZE	=	12,277 SF
LINEAL FEET OF STREETS	=	0
PARKLAND REQUIREMENT	=	N/A
PARKLAND DEDICATION	=	N/A
EXISTING ZONING	=	RESIDENTIAL-6000
SURROUNDING ZONING:		
NORTH	=	COMMUNITY COMMERCIAL
SOUTH	=	RESIDENTIAL-6000
EAST	=	RESIDENTIAL-6000
WEST	=	RESIDENTIAL - MAN. HOMES
EXISTING LAND USE	=	VACANT
PROPOSED LAND USE	=	RESIDENTIAL

## Sheldon Wolf Subdivision Findings of Fact

Staff is forwarding the recommended Findings of Fact for Sheldon Wolf 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 previously used for residential uses and has been cleared for redevelopment. The BBWA ditch is located on the south side of the property within a previously prescribed easement as shown on the plat. The subject property does not have water rights to the ditch but must preserve the easement as it exists on proposed Lot 16-C-2. 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 8-inch main located in Pemberton Lane. One service line already exists and will be used by Lot 16-C-1. A new service line will be created for Lot 16-C-2.

Sewer services are to be provided from an existing 8-inch main located on the west side of Lot 16-C-2. This main is preserved within an existing 20-foot wide sewer line easement. One service exists and will be used by Lot 16-C-1; a new service will be created for Lot 16-C-2.

Private utilities such as electric and gas are currently available to the lots. The property is served by Yellowstone Valley Electric Cooperative, and Montana Dakota Utilities.

- 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 not be required, but Best Management Practices will be required at the time of lot development to mitigate any construction related storm water pollution. It is recommended that a note be added to Section V. Storm Drainage, of the final SIA (**Condition #1**).
- 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** – Pemberton Lane fronts the north side of the subject property. It is identified as a Collector street on the Billings Urban Area Functional Classification Map, for which a minimum of 74 feet of right-of-way is required. The right-of-way width at this location is

80 feet, so no additional dedication is needed with this plat. The north side of Pemberton Lane is fully developed with curb, gutter, and boulevard sidewalk. However, the south side fronting the subject property has not yet been improved. City Engineering staff indicates that this side will be improved as part of a larger improvement project funded by a Special Improvements District (SID) in the future, and recommends that the developer sign a waiver of rights to protest SIDs in order to insure participation in this future project. Notes to this effect are included in the SIA, and a Waiver will be signed with the final plat documents.

- e. **Emergency services** - The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The nearest fire station is located at the corner of Wicks Lane and St. Andrews (Station #6) and fire hydrants are adjacent to the property on Pemberton Lane. The subdivision is located within the ambulance service area of American Medical Response.
- f. **Schools** –Schools serving the property are Beartooth Elementary, Castle Rock Middle, and Skyview High. No comments were received from the schools at the time that this report was written, but the addition of two duplexes should have a minimal effect on schools.
- g. **Parks and Recreation** - A parkland dedication is not required, as this subdivision is creating only one additional lot (23-1008.E., BMCC).
- h. **Mail Delivery** - The United States Postal Service already serves the lot. The location of any new mailboxes shall be reviewed and approved by the post office at the time of installation.

### **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 subject property is not within a 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. All building codes will be reviewed for compliance at the time of lot development. 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: More housing and business choices within each neighborhood (p. 6).**
- d. **Goal: Adequate affordable housing and living wage options for all citizens (p. 16).**

**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 Pemberton Lane as an on-street bike route. No new improvements will be required with this subdivision to meet the Trail Plan recommendations, however, a bike lane will be considered if/when improvements are made to this street in the future.

**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 R-60 zoning district and the proposed lots and future uses will comply 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. A twenty-foot wide utility corridor exists along the west side of Lot 16-C-2, which can be used to provide new services to this lot.

**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 Pemberton Lane. An existing approach will be used for Lot 16-C-1 and a new approach would be permitted for Lot 16-C-2, as reviewed and approved by City Engineering during the site development.

**CONCLUSIONS OF FINDING OF FACT**

- The preliminary plat of Sheldon Wolf 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, July 25, 2011.

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Thomas W. Hanel, Mayor

## Mayor's Approval Letter

July 26, 2011

Sheldon and Nickala Wolf  
1410 Oklahoma Star Trail  
Billings, MT 59105

Dear Applicants:

On July 25, 2011, the Billings City Council conditionally approved the preliminary plat of Sheldon Wolf Subdivision, subject to the following conditions of approval:

1. To mitigate impacts on the natural environment, the following note shall be added to Section V. of the final Subdivision Improvements Agreement (SIA): “Best Management Practices for both temporary and permanent stormwater management shall be used as defined within Section 28-201, BMCC, and detailed in the Billings Stormwater Management Manual, dated February 2011.”
2. 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.
3. 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](mailto:spaldingj@ci.billings.mt.us) .

Sincerely,

---

Thomas W. Hanel, Mayor

Pc: Will Ralph, PE, Sanderson Stewart

## Sheldon Wolf Subdivision site photos



Looking south  
across  
Pemberton Lane  
at subject  
property.



From Jasmine  
Court (directly  
across the street  
from the subject  
property) looking  
east up  
Pemberton Lane.



From Jasmine Court looking southwest across Pemberton Lane at adjacent properties to west.



From Jasmine Court looking west up Pemberton Lane towards Lake Elmo Drive.

**Regular City Council Meeting**

**Meeting Date:** 07/25/2011

**TITLE:** Payment of Claims June 30, 2011.

**PRESENTED BY:** Pat M. Weber, Financial Services Manager

**Department:** City Hall Administration

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**Information**

**PROBLEM/ISSUE STATEMENT**

Claims in the amount of \$3,907,199.90 have been audited and are presented for your approval for payment. A complete listing of the claims dated June 30, 2011, is available in the Finance Department.

**ALTERNATIVES ANALYZED**

The Council may:

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

**FINANCIAL IMPACT**

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

**RECOMMENDATION**

Staff recommends that Council approve Payment of Claims.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

List of claims greater than \$2500.

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
06/30/2011	745800	ACE ELECTRIC INC	40			132,636.28	
202-1503-466.79-73	06/24/2011	WO0925 DWNTWN SIGNALS	8	276288	12/2011	68,998.27	
205-3131-433.93-10	06/24/2011	WO0925 DWNTWN SIGNALS	8	276288	12/2011	63,638.01	
06/30/2011	745803	ACTIVE TRANSPORTATION ALTERNAT	20644			5,667.00	
240-4301-419.35-60	06/27/2011	ALT MODES JUNE 11	AL MODES JUN11	285198	12/2011	5,667.00	
06/30/2011	745820	AQUATIC RENOVATION SYSTEMS INC	21783			32,185.79	
490-5161-452.39-90	06/29/2011	PAYMENT 1	3578-001	285372	12/2011	4,535.09	
491-5162-451.39-90	06/29/2011	PAYMENT 1	3578-001	285372	12/2011	27,650.70	
06/30/2011	745821	ARCHIE COCHRANE	800			22,598.81	
640-6591-465.94-40	06/20/2011	FORD FUSION	81326	282733	12/2011	18,390.00	
150-2112-421.23-20	06/20/2011	MP	5053664	284987	12/2011	325.04	
296-6501-463.23-20	06/21/2011	MP	5053498	285039	12/2011	33.90	
630-1753-485.73-10	06/22/2011	MISC SERVICES	809935/1	285063	12/2011	1,082.00	
670-3141-489.23-20	06/24/2011	MP	5053859	285173	12/2011	18.74	
670-3141-489.23-20	06/24/2011	MP	5053868	285173	12/2011	18.74	
541-3123-435.23-20	06/28/2011	MP	5053319	285220	12/2011	16.49	
150-2112-421.23-20	06/28/2011	MP	5053325	285220	12/2011	4.00	
150-2112-421.23-20	06/28/2011	MP	5053395	285220	12/2011	473.47	
150-2112-421.23-20	06/28/2011	MP	5053588	285220	12/2011	56.37	
150-2112-421.23-20	06/28/2011	MP	5053867	285220	12/2011	11.72	
150-2112-421.23-20	06/28/2011	MP	5054224	285220	12/2011	269.34	
601-1550-481.29-25	06/29/2011	MP	33617	285370	12/2011	1,899.00	
06/30/2011	745823	ARROW STRIPING & MANUFACTURING	9617			4,200.00	
211-3132-433.23-40	06/20/2011	MISC SERVICES	22338	284991	12/2011	4,200.00	
06/30/2011	745824	ASSOC OF MONTANA HIGHWAY PATRO	12672			3,750.00	
150-2150-421.32-10	06/23/2011	MISC SERVICES	MONTANA	285108	12/2011	3,750.00	
06/30/2011	745828	BALCO UNIFORM CO INC	6003			3,390.00	
150-2112-421.22-60	06/27/2011	PRIOR YEAR ENCUMBRANCES	71177	284273	12/2011	3,390.00	
06/30/2011	745842	BILLINGS CLINIC	20390			4,800.00	
150-2120-421.79-10	06/27/2011	MISC SERVICES	SANE	285159	12/2011	4,800.00	
06/30/2011	745844	BILLINGS DEPOT INC	11948			12,666.67	
660-3110-431.53-11	06/23/2011	JULY RENT	711	285016	12/2011	5,066.67	
670-3141-489.53-11	06/23/2011	JULY RENT	711	285016	12/2011	7,600.00	
06/30/2011	745850	BILLINGS TOURISM	19895			387,836.00	
779-1576-415.76-79	06/21/2011	MISC SERVICES	JUNE2011	285027	12/2011	387,836.00	
06/30/2011	745852	BLACK BOX NETWORK SERVICES	19541			15,658.98	
606-1931-484.94-80	06/27/2011	MISC SERVICES	LVG67035	285146	12/2011	15,658.98	
06/30/2011	745861	BROCKWHITE COMPANY LLC	12556			2,883.44	
561-7113-711.36-50	06/27/2011	INVOICE #12097549-00	12097549-00	F13034	12/2011	2,883.44	

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06/30/2011	745863	BROWN AND CALDWELL	18626				6,103.78
503-0000-201.10-00	06/24/2011	WO0816 SCADA	RET RELEASE	265225	12/2011		6,103.78
06/30/2011	745868	BUSINESS TAX SECTION	2449				14,106.01
513-0000-201.10-00	06/24/2011	WO1001 WTR/SWR REPLC SCH1	RET RELEASE	274056	12/2011		103.02
437-0000-201.10-00	06/24/2011	WO0902 2009 MISC DEVELOPR	RET RELEASE	274944	12/2011		21.35
840-0000-201.10-00	06/24/2011	WO0902 2009 MISC DEVELOPR	RET RELEASE	274944	12/2011		1.22
840-0000-201.10-00	06/24/2011	WO0902 2009 MISC DEVELOPR	RET RELEASE	274944	12/2011		3.18
205-0000-201.10-00	06/24/2011	WO0902 2009 MISC DEVELOPR	RET RELEASE	274944	12/2011		25.48
845-3186-431.93-10	06/24/2011	WO0917 24TH ST WEST	CO#2	269602	12/2011		72.91-
845-3186-431.93-10	06/24/2011	WO0917 24TH ST W	CO#2	269602	12/2011		72.91
513-8591-625.93-40	06/24/2011	WO1001 2010 WTR/SWR SCH1	CO#4	274056	12/2011		490.70-
513-8591-625.93-40	06/24/2011	WO1001 2010WTR/SWR SCH1	CO#4	274056	12/2011		490.70
513-8591-625.93-40	06/24/2011	WO1001 WTR&SWR REPLACEMENT	7-FINAL	274056	12/2011		218.16
205-3131-433.93-10	06/24/2011	WO0902 2009 MISC DEVELOPER	9	274944	12/2011		49.00
437-3165-431.93-11	06/24/2011	WO0902 2009 MISC DEVELOPER	9	274944	12/2011		32.42
202-1503-466.79-73	06/24/2011	WO0925 DWNWTWN SIGNALS	8/25107	276289	12/2011		696.95
205-3131-433.93-10	06/24/2011	WO0925 DWNWTWN SIGNALS	8/25107	276289	12/2011		642.81
205-3131-433.95-40	06/24/2011	WO1103 2011 ST MAINT	FUND TRANSFER	282179	12/2011		358.79-
205-3131-433.95-40	06/24/2011	WO1103 2011 ST MAINT	FUND TRANSFER	282179	12/2011		358.79
205-3131-433.93-90	06/24/2011	WO1103 2011 STREET MAINT	1	282179	12/2011		127.47
205-3131-433.95-40	06/24/2011	WO1103 2011 STREET MAINT	1	282179	12/2011		2,727.27
840-3184-431.93-10	06/24/2011	WO0515 HOWARD HEIGHTS PRK	1	282472	12/2011		446.82
421-8493-623.92-20	06/24/2011	WO1106 WWTP FLOTATION BLD	1-FINAL	283592	12/2011		303.00
205-3131-433.93-90	06/24/2011	WO1103 2011 STREET MAINT	1	284452	12/2011		2,055.56
416-7493-603.93-40	06/24/2011	WO0910 HEIGHTS BSTR STATN	06-20-2011	285069	12/2011		112.25
601-1550-481.92-50	06/27/2011	MP	574502-000-B	283462	12/2011		108.98
202-1503-466.79-72	06/28/2011	WO0620 DOWNTOWN SIGNAGE	4 - FINAL	248609	12/2011		102.95
544-3123-435.93-90	06/28/2011	WO0827 LANDFILL PHSE 2	3	282182	12/2011		1,564.21
406-7119-711.92-90	06/29/2011	MISC SERVICES	278674-8	278674	12/2011		4,353.80
502-7500-609.36-80	06/29/2011	MISC SERVICES	061511	285329	12/2011		85.00
490-5161-452.39-90	06/29/2011	BUSINESS TAX	PAYMENT 1-ARS	285373	12/2011		45.81
491-5162-451.39-90	06/29/2011	BUSINESS TAX	PAYMENT 1-ARS	285373	12/2011		279.30
06/30/2011	745871	CAPITAL ENTERPRISE &	7301				5,132.82
211-3132-433.24-30	06/27/2011	MISC SERVICES	2009188	284816	12/2011		2,742.82
211-3132-433.24-30	06/29/2011	MISC SERVICES	2009192	285157	12/2011		2,390.00
06/30/2011	745881	COP CONSTRUCTION CO	865				154,856.55
544-3123-435.93-90	06/28/2011	WO0827 LANDFILL PHSE 2	3	282181	12/2011		154,856.55
06/30/2011	745884	CRETEX CONCRETE PRODUCTS WEST	17285				4,301.07
211-3132-433.23-80	06/20/2011	MISC SERVICES	312509	284543	12/2011		4,301.07
06/30/2011	745886	CUMMINS ROCKY MOUNTAIN LLC	924				2,514.81
541-3122-435.23-20	06/21/2011	MP	004-24531	285021	12/2011		219.42
541-3122-435.23-20	06/21/2011	MP	004-24531	285021	12/2011		37.30
571-7144-713.23-20	06/21/2011	MP	950-15456	285041	12/2011		615.00
571-7144-713.23-20	06/22/2011	MP	004-24298	285062	12/2011		765.79

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541-3122-435.23-20	06/24/2011	MP	004-25501	285175 12/2011 137.21
541-3122-435.23-20	06/28/2011	MP	004-25171	285212 12/2011 106.51
541-3122-435.23-20	06/28/2011	MP	004-25171	285212 12/2011 18.11
541-3122-435.23-20	06/28/2011	MP	004-24720	285231 12/2011 395.27
541-3122-435.23-20	06/28/2011	MP	004-24978	285231 12/2011 29.49
541-3122-435.23-20	06/28/2011	MP	004-24989	285231 12/2011 7.51
541-3122-435.23-20	06/28/2011	MP	004-25014	285231 12/2011 4.39
541-3122-435.23-20	06/28/2011	MP	004-25360	285231 12/2011 178.81
06/30/2011	745899	DOWNTOWN BILLINGS BID, INC.	19065	
780-1575-415.76-80	06/21/2011	MISC SERVICES	JUNE2011	285028 12/2011 67,722.65
06/30/2011	745900	DRM CONSTRUCTION INC	21168	
296-6554-463.72-75	06/20/2011	MHR-3848 SANDPIPER LN	061411	284977 12/2011 5,000.00
06/30/2011	745904	EBMS	20398	
627-1752-417.35-12	06/22/2011		ADMIN FEES	12/2011 16,213.00
627-1752-417.35-15	06/22/2011		SPECIFIC PREM	12/2011 34,649.43
627-1752-417.51-61	06/22/2011		CARE LINK FEE	12/2011 7,014.60
627-1752-417.35-11	06/22/2011		FLEX ADMIN FEE	12/2011 2,090.00
627-1752-417.35-15	06/22/2011		PRO FEE	12/2011 3,342.50
627-1752-417.35-13	06/22/2011		SCRIPTS	12/2011 1,322.25
06/30/2011	745906	EDGE CONSTRUCTION SUPPLY	19808	
512-8400-623.53-33	06/16/2011	MISC SERVICES	E40520	284943 12/2011 315.00
512-8400-623.24-50	06/16/2011	MISC SERVICES	532087	284943 12/2011 531.59
502-7500-609.22-60	06/16/2011	MISC SERVICES	532111	284943 12/2011 619.97
512-8500-625.22-60	06/16/2011	MISC SERVICES	532111	284943 12/2011 619.98
502-7500-609.24-10	06/16/2011	MISC SERVICES	532254	284943 12/2011 179.00
512-8500-625.21-20	06/20/2011	MISC SERVICES	532765	282941 12/2011 363.49
502-0000-141.00-00	06/29/2011	WATER PARTS AND SUPPLIES	534705	12/2011 294.10
06/30/2011	745909	EPCON SIGN COMPANY	1205	
202-1503-466.79-72	06/28/2011	WO0620 DOWNTWN SIGNAGE	4 - FINAL	246547 12/2011 8,537.05
06/30/2011	745922	FIRST INTERSTATE BANK	1303	
723-6595-465.62-00	06/21/2011	MISC SERVICES	1100216095	285029 12/2011 5,216.40
06/30/2011	745923	FIRSTLINE LLC	14302	
150-2229-422.26-90	06/27/2011	FIRE:EMS GLOVES NITRILE	29618 EMS GLVES	284316 12/2011 3,230.00
06/30/2011	745931	GOOD EARTH WORKS CO INC THE	16260	
840-3184-431.93-10	06/24/2011	WO0515 HOWARD HEIGHTS	1	282471 12/2011 44,235.57
06/30/2011	745936	GREAT WEST ENGINEERING	18016	
544-3123-435.93-90	06/28/2011	WO0827 LANDFILL PHSE 4	24	263194 12/2011 12,968.67
06/30/2011	745939	HACH COMPANY	1554	
512-8400-623.22-23	06/14/2011	MISC SERVICES	7268871	283726 12/2011 1,377.65
513-8491-623.94-80	06/16/2011	MISC SERVICES	7283275	284953 12/2011 6,612.15

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
06/30/2011	745943	HDR INC	1544			21,511.55	
416-7493-603.92-20	06/24/2011	WO0426 ZONE 4/5 PUMP STAT	52/298263-H	247294	12/2011	9,712.40	
421-8493-623.93-40	06/24/2011	WO0822 WWTP DISINFEC SYS	28/298271-H	263835	12/2011	6,799.15	
513-0000-201.10-00	06/28/2011	SID1379 KING/31ST TOSHILO	RET RELEASE	252781	12/2011	5,000.00	
06/30/2011	745946	HELENA CHEMICAL COMPANY	15126			2,673.00	
561-7113-711.36-50	06/20/2011	INVOICE #43678378	43678378	F13000	12/2011	2,673.00	
06/30/2011	745948	HIGH TECH CONSTRUCTION	1679			29,997.00	
421-8493-623.92-20	06/24/2011	WO1106 WWTP FLOTATION BLD	1-FINAL	283591	12/2011	29,997.00	
06/30/2011	745950	IBM CORPORATION	17251			3,848.00	
502-7311-602.36-30	06/17/2011	MISC SERVICES	6956232	284499	12/2011	600.00	
512-8311-622.36-30	06/17/2011	MISC SERVICES	6956232	284499	12/2011	399.00	
620-1911-482.53-70	06/17/2011	MISC SERVICES	6956232	284499	12/2011	2,849.00	
06/30/2011	745959	INGRAM BOOK COMPANY	1820			8,853.59	
260-5519-455.79-30	06/16/2011	PUBLICATIONS/AUDIOVISUAL	59175546	282946	12/2011	15.34	
260-5519-455.32-26	06/16/2011	PUBLICATIONS/AUDIOVISUAL	59175547	282946	12/2011	9.59	
260-5519-455.32-26	06/16/2011	PUBLICATIONS/AUDIOVISUAL	59175548	282946	12/2011	23.58	
260-5519-455.32-26	06/16/2011	PUBLICATIONS/AUDIOVISUAL	59175549	282946	12/2011	117.24	
260-5519-455.32-27	06/16/2011	PUBLICATIONS/AUDIOVISUAL	59175549	282946	12/2011	112.09	
260-5519-455.32-55	06/16/2011	PUBLICATIONS/AUDIOVISUAL	59175549	282946	12/2011	41.35	
260-5519-455.33-34	06/16/2011	PUBLICATIONS/AUDIOVISUAL	59175549	282946	12/2011	827.38	
260-5519-455.79-30	06/16/2011	PUBLICATIONS/AUDIOVISUAL	59175549	282946	12/2011	42.05	
260-5519-455.33-33	06/16/2011	PUBLICATIONS/AUDIOVISUAL	59175550	282946	12/2011	10.02	
260-5519-455.32-26	06/16/2011	PUBLICATIONS/AUDIOVISUAL	59175551	282946	12/2011	8.37	
260-5519-455.79-30	06/16/2011	PUBLICATIONS/AUDIOVISUAL	59175551	282946	12/2011	32.15	
260-5519-455.32-42	06/16/2011	PUBLICATIONS/AUDIOVISUAL	59175552	282946	12/2011	21.99	
260-5519-455.33-82	06/16/2011	PUBLICATIONS/AUDIOVISUAL	59175553	282946	12/2011	10.79	
260-5519-455.32-26	06/16/2011	PUBLICATIONS/AUDIOVISUAL	59175554	282946	12/2011	14.74	
260-5519-455.32-42	06/16/2011	PUBLICATIONS/AUDIOVISUAL	59183143	282946	12/2011	32.98	
260-5519-455.32-23	06/16/2011	PUBLICATIONS/AUDIOVISUAL	59183144	282946	12/2011	22.00	
260-5519-455.32-55	06/16/2011	PUBLICATIONS/AUDIOVISUAL	59192025	282946	12/2011	10.59	
260-5519-455.33-33	06/16/2011	PUBLICATIONS/AUDIOVISUAL	59192026	282946	12/2011	27.20	
260-5519-455.33-34	06/16/2011	PUBLICATIONS/AUDIOVISUAL	59192026	282946	12/2011	5.49	
260-5519-455.32-26	06/16/2011	PUBLICATIONS/AUDIOVISUAL	59192027	282946	12/2011	26.95	
260-5519-455.32-27	06/16/2011	PUBLICATIONS/AUDIOVISUAL	59192027	282946	12/2011	27.45	
260-5519-455.32-26	06/16/2011	PUBLICATIONS/AUDIOVISUAL	59192028	282946	12/2011	37.62	
260-5519-455.32-55	06/16/2011	PUBLICATIONS/AUDIOVISUAL	59192028	282946	12/2011	7.77	
260-5519-455.33-33	06/16/2011	PUBLICATIONS/AUDIOVISUAL	59192028	282946	12/2011	312.85	
260-5519-455.33-34	06/16/2011	PUBLICATIONS/AUDIOVISUAL	59192028	282946	12/2011	84.61	
260-5519-455.32-41	06/16/2011	PUBLICATIONS/AUDIOVISUAL	59228477	282946	12/2011	9.58	
260-5519-455.32-42	06/16/2011	PUBLICATIONS/AUDIOVISUAL	59228477	282946	12/2011	16.49	
260-5519-455.32-26	06/16/2011	PUBLICATIONS/AUDIOVISUAL	59228478	282946	12/2011	52.45	
260-5519-455.33-33	06/16/2011	PUBLICATIONS/AUDIOVISUAL	59228479	282946	12/2011	19.01	
260-5519-455.32-26	06/16/2011	PUBLICATIONS/AUDIOVISUAL	59228480	282946	12/2011	93.40	
260-5519-455.32-55	06/16/2011	PUBLICATIONS/AUDIOVISUAL	59228480	282946	12/2011	10.61	
260-5519-455.33-33	06/16/2011	PUBLICATIONS/AUDIOVISUAL	59228481	282946	12/2011	39.49	

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260-5519-455.32-41	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59228482	282946	12/2011	297.60
260-5519-455.32-26	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59228483	282946	12/2011	15.92
260-5519-455.32-26	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59228484	282946	12/2011	15.33
260-5519-455.32-26	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59228485	282946	12/2011	14.16
260-5519-455.32-26	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59228486	282946	12/2011	14.72
260-5519-455.32-55	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59228487	282946	12/2011	10.61
260-5519-455.33-82	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59228487	282946	12/2011	10.79
260-5519-455.32-42	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59228488	282946	12/2011	8.22
260-5519-455.32-26	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59228489	282946	12/2011	326.40
260-5519-455.32-42	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59228489	282946	12/2011	8.22
260-5519-455.32-42	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59258271	282946	12/2011	19.24
260-5519-455.32-55	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59258272	282946	12/2011	7.77
260-5519-455.32-26	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59258273	282946	12/2011	15.31
260-5519-455.32-26	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59258274	282946	12/2011	408.54
260-5519-455.32-27	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59258274	282946	12/2011	236.17
260-5519-455.32-41	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59258274	282946	12/2011	12.97
260-5519-455.32-55	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59258274	282946	12/2011	11.80
260-5519-455.32-26	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59258275	282946	12/2011	15.33
260-5519-455.32-26	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59258276	282946	12/2011	11.77
260-5519-455.33-33	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59269235	282946	12/2011	19.37
260-5519-455.32-41	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59269534	282946	12/2011	24.99
260-5519-455.32-41	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59269536	282946	12/2011	16.76
260-5519-455.32-42	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59269537	282946	12/2011	52.75
260-5519-455.32-41	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59280297	282946	12/2011	63.98
260-5519-455.32-26	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59280298	282946	12/2011	88.88
260-5519-455.32-23	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59280299	282946	12/2011	22.00
260-5519-455.32-26	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59280299	282946	12/2011	109.59
260-5519-455.32-26	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59280300	282946	12/2011	8.97
260-5519-455.33-33	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59280300	282946	12/2011	47.15
260-5519-455.32-42	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59280301	282946	12/2011	626.57
260-5519-455.32-26	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59280302	282946	12/2011	9.60
260-5519-455.32-26	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59280303	282946	12/2011	30.66
260-5519-455.32-23	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59280304	282946	12/2011	19.24
260-5519-455.32-26	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59280305	282946	12/2011	30.66
260-5519-455.32-42	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59280305	282946	12/2011	43.56
260-5519-455.33-82	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59280306	282946	12/2011	16.51
260-5519-455.32-26	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59280307	282946	12/2011	120.90
260-5519-455.32-41	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59288791	282946	12/2011	26.94
260-5519-455.32-26	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59288792	282946	12/2011	31.49
260-5519-455.32-27	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59288792	282946	12/2011	47.62
260-5519-455.32-26	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59328531	282946	12/2011	11.79
260-5519-455.32-26	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59328532	282946	12/2011	14.75
260-5519-455.33-34	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59328533	282946	12/2011	8.24
260-5519-455.32-26	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59328534	282946	12/2011	14.74
260-5519-455.33-33	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59328535	282946	12/2011	19.45
260-5519-455.79-30	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59328535	282946	12/2011	16.51
260-5519-455.33-33	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59328536	282946	12/2011	32.47
260-5519-455.33-34	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59328536	282946	12/2011	559.95
260-5519-455.32-26	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59328537	282946	12/2011	9.59
260-5519-455.32-26	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59328538	282946	12/2011	44.22

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260-5519-455.32-41	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59344467	282946	12/2011	4.59
260-5519-455.32-26	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59344468	282946	12/2011	3.81
260-5519-455.32-41	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59344468	282946	12/2011	4.59
260-5519-455.32-26	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59344469	282946	12/2011	126.67
260-5519-455.33-34	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59344470	282946	12/2011	51.69
260-5519-455.32-27	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59344471	282946	12/2011	157.78
260-5519-455.32-42	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59344472	282946	12/2011	460.23
260-5519-455.32-33	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59344473	282946	12/2011	15.98
260-5519-455.33-34	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59344473	282946	12/2011	120.36
260-5519-455.32-26	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59367932	282946	12/2011	7.08
260-5519-455.33-82	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59367932	282946	12/2011	31.99
260-5519-455.32-26	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59380479	282946	12/2011	14.74
260-5519-455.32-26	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59380480	282946	12/2011	17.97
260-5519-455.33-33	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59380481	282946	12/2011	21.84
260-5519-455.33-34	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59380481	282946	12/2011	8.24
260-5519-455.32-27	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59380482	282946	12/2011	30.65
260-5519-455.33-33	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59380482	282946	12/2011	10.02
260-5519-455.33-34	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59380482	282946	12/2011	16.50
260-5519-455.32-26	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59380483	282946	12/2011	8.39
260-5519-455.32-23	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59380484	282946	12/2011	604.70
260-5519-455.32-27	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59380484	282946	12/2011	82.46
260-5519-455.32-26	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59380485	282946	12/2011	15.33
260-5519-455.32-26	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59380486	282946	12/2011	14.74
260-5519-455.32-42	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59380487	282946	12/2011	21.99
260-5519-455.32-26	06/17/2011	PUBLICATIONS/AUDIOVISUAL	59380488	282946	12/2011	108.47
260-5519-455.32-23	06/23/2011	PUBLICATIONS/AUDIOVISUAL	59415844	282946	12/2011	20.97
260-5519-455.32-41	06/23/2011	PUBLICATIONS/AUDIOVISUAL	59535739	282946	12/2011	12.97
260-5519-455.32-26	06/23/2011	PUBLICATIONS/AUDIOVISUAL	59535740	282946	12/2011	90.88
260-5519-455.33-33	06/23/2011	PUBLICATIONS/AUDIOVISUAL	59535741	282946	12/2011	4.19
260-5519-455.79-30	06/23/2011	PUBLICATIONS/AUDIOVISUAL	59535742	282946	12/2011	13.77
260-5519-455.32-26	06/23/2011	PUBLICATIONS/AUDIOVISUAL	59535743	282946	12/2011	76.69
260-5519-455.32-27	06/23/2011	PUBLICATIONS/AUDIOVISUAL	59535743	282946	12/2011	10.17
260-5519-455.32-26	06/23/2011	PUBLICATIONS/AUDIOVISUAL	59535744	282946	12/2011	66.08
260-5519-455.33-33	06/23/2011	PUBLICATIONS/AUDIOVISUAL	59535745	282946	12/2011	40.64
260-5519-455.32-41	06/23/2011	PUBLICATIONS/AUDIOVISUAL	59535746	282946	12/2011	46.00
260-5519-455.32-26	06/23/2011	PUBLICATIONS/AUDIOVISUAL	59535747	282946	12/2011	30.67
260-5519-455.32-42	06/23/2011	PUBLICATIONS/AUDIOVISUAL	59535748	282946	12/2011	19.24
260-5519-455.32-23	06/23/2011	PUBLICATIONS/AUDIOVISUAL	59535749	282946	12/2011	17.60
260-5519-455.32-42	06/27/2011	PUBLICATIONS/AUDIOVISUAL	59535750	282946	12/2011	57.19
260-5519-455.32-26	06/27/2011	PUBLICATIONS/AUDIOVISUAL	59535751	282946	12/2011	30.68
260-5519-455.32-26	06/27/2011	PUBLICATIONS/AUDIOVISUAL	59535752	282946	12/2011	14.74
260-5519-455.33-82	06/27/2011	PUBLICATIONS/AUDIOVISUAL	59535752	282946	12/2011	33.60
260-5519-455.32-42	06/27/2011	PUBLICATIONS/AUDIOVISUAL	59535753	282946	12/2011	37.38
260-5519-455.32-41	06/27/2011	PUBLICATIONS/AUDIOVISUAL	59535754	282946	12/2011	33.99
260-5519-455.32-26	06/27/2011	PUBLICATIONS/AUDIOVISUAL	59535755	282946	12/2011	318.38
260-5519-455.32-26	06/27/2011	PUBLICATIONS/AUDIOVISUAL	59553351	282946	12/2011	14.15
260-5519-455.33-33	06/27/2011	PUBLICATIONS/AUDIOVISUAL	59553352	282946	12/2011	17.68
260-5519-455.32-26	06/27/2011	PUBLICATIONS/AUDIOVISUAL	59553353	282946	12/2011	13.56
260-5519-455.32-26	06/27/2011	PUBLICATIONS/AUDIOVISUAL	59553354	282946	12/2011	66.04
260-5519-455.33-82	06/27/2011	PUBLICATIONS/AUDIOVISUAL	59553355	282946	12/2011	16.19

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260-5519-455.79-30	06/27/2011	PUBLICATIONS/AUDIOVISUAL	59553356	282946	12/2011	15.34	
06/30/2011	745961	INTEGRATED INFORMATION SOLUTIO	13770			5,595.00	
10-1414-414.94-80	06/17/2011	MISC SERVICES	64623	282101	12/2011	3,500.00	
620-1911-482.53-70	06/17/2011	MISC SERVICES	64610	284964	12/2011	2,095.00	
06/30/2011	745962	INTERMOUNTAIN DISTRIBUTING	9993141			56,154.99	
416-7293-601.78-60	06/16/2011	SYSTEM DEV FEE'S WATER	WTR SDF REFUND		12/2011	13,276.17	
421-8293-621.78-60	06/16/2011	SYSTEM DEV FEE SEWER	SWR SDF REFUND		12/2011	42,878.82	
06/30/2011	745964	INTERSTATE ENGINEERING INC	7958			4,600.00	
491-5162-451.39-90	06/29/2011	BID SPECS FOR POOL LINER	6848	285369	12/2011	4,600.00	
06/30/2011	745965	INTERSTATE POWERSYSTEMS	17926			16,344.24	
512-8400-623.24-50	06/14/2011	MISC SERVICES	C008019927.01	284839	12/2011	3,012.24	
571-7144-713.23-20	06/21/2011	MP	24686.01	285043	12/2011	1,659.49	
601-0000-141.71-41	06/22/2011	MP	7017905.02		12/2011	35.33	
571-7144-713.23-20	06/22/2011	MP	7017855.01	285003	12/2011	7,706.95	
150-2226-422.23-20	06/23/2011	MP	7014966.01-B	284983	12/2011	3,930.23	
06/30/2011	745968	J & J CONCRETE	15244			21,544.93	
437-0000-201.10-00	06/24/2011	WO0902 2009 MISC DEVELOPR	RET RELEASE	274943	12/2011	2,111.76	
840-0000-201.10-00	06/24/2011	WO0902 2009 MISC DEVELOPR	RET RELEASE	274943	12/2011	120.50	
840-0000-201.10-00	06/24/2011	WO0902 2009 MISC DEVELOPR	RET RELEASE	274943	12/2011	314.83	
205-0000-201.10-00	06/24/2011	WO0902 2009 MISC DEVELOPR	RET RELEASE	274943	12/2011	2,522.61	
205-3131-433.93-10	06/24/2011	WO0902 2009 MISC. DEVLPER	9	274943	12/2011	4,850.77	
437-3165-431.93-11	06/24/2011	WO0902 2009 MISC. DEVLPER	9	274943	12/2011	3,209.46	
502-7500-609.36-80	06/29/2011	MISC SERVICES	061511	285328	12/2011	8,415.00	
06/30/2011	745970	JACKSON CONTRACTOR GROUP INC	21359			431,025.94	
406-7119-711.92-90	06/28/2011	MISC SERVICES	278672-8	278672	12/2011	431,025.94	
06/30/2011	745973	JBT AERO TECH, JETWAY SYSTEMS	20116			3,585.00	
561-7112-711.36-60	06/20/2011	INVOICE #2281905	2281905	F13001	12/2011	3,585.00	
06/30/2011	745979	JTL GROUP INC DBA KNIFE RIVER	2417			211,730.54	
211-3132-433.47-10	06/20/2011	ROAD AND HIGHWAY MATERIAL	245009	284988	12/2011	303.80	
211-3132-433.47-10	06/20/2011	ROAD AND HIGHWAY MATERIAL	245446	284988	12/2011	1,704.22	
211-3132-433.45-20	06/20/2011	ROAD/HIGHWAY MATERIAL	245656	284988	12/2011	31.78	
211-3132-433.47-10	06/20/2011	ROAD AND HIGHWAY MATERIAL	245659	284988	12/2011	2,543.59	
205-3131-433.93-90	06/24/2011	WO1103 2011 STREET MAINT	1	284451	12/2011	203,500.64	
211-3132-433.45-20	06/27/2011	ROAD/HIGHWAY MATERIAL	246097	285136	12/2011	199.28	
211-3132-433.47-10	06/27/2011	ROAD AND HIGHWAY MATERIAL	246102	285136	12/2011	289.59	
211-3132-433.45-20	06/27/2011	ROAD/HIGHWAY MATERIAL	246147	285136	12/2011	94.20	
211-3132-433.47-10	06/27/2011	ROAD AND HIGHWAY MATERIAL	246156	285136	12/2011	343.00	
502-7500-609.36-80	06/29/2011	MISC SERVICES	247118	283721	12/2011	20.00	
211-3132-433.45-20	06/29/2011	ROAD/HIGHWAY MATERIAL	246384	285269	12/2011	33.49	
211-3132-433.45-20	06/29/2011	ROAD/HIGHWAY MATERIAL	246393	285269	12/2011	137.99	
211-3132-433.47-10	06/29/2011	ROAD AND HIGHWAY MATERIAL	246402	285269	12/2011	651.70	
211-3132-433.45-20	06/29/2011	ROAD/HIGHWAY MATERIAL	246470	285269	12/2011	124.94	

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211-3132-433.47-10	06/29/2011	ROAD AND HIGHWAY MATERIAL	246489	285269	12/2011	716.38	
211-3132-433.45-20	06/29/2011	ROAD/HIGHWAY MATERIAL	246711	285269	12/2011	140.22	
211-3132-433.47-10	06/29/2011	ROAD AND HIGHWAY MATERIAL	246733	285269	12/2011	895.72	
06/30/2011	745988	LABOR READY INC	13199			2,777.14	
541-3123-435.35-81	06/20/2011	LABOR AT LF	76321115	284633	12/2011	683.38	
541-3123-435.35-81	06/28/2011	PAPER PICKERS FOR LANDFIL	76851115	284648	12/2011	2,093.76	
06/30/2011	745989	LAND DESIGN INC	15918			10,185.21	
845-3186-431.35-90	06/20/2011	27TH/RIMROCK RD ISLAND	3/2011-47	283607	12/2011	10,185.21	
06/30/2011	746001	MACON SUPPLY INC	2258			3,115.00	
211-3132-433.23-80	06/20/2011	MISC SERVICES	456485	284938	12/2011	520.00	
211-3132-433.29-20	06/27/2011	MISC SERVICES	457168	285042	12/2011	2,595.00	
06/30/2011	746016	MIDLAND WEST MANUFACTURING CO	2421			9,290.00	
541-3122-435.23-20	06/17/2011	MP	14326	284965	12/2011	1,400.00	
211-3132-433.35-90	06/20/2011	MISC SERVICES	14330	284985	12/2011	7,890.00	
06/30/2011	746026	MONTANA DAKOTA UTILITIES CO	2492			19,566.05	
502-7400-603.34-40	06/27/2011	PUD	07162021		12/2011	10.40	
502-7400-603.34-40	06/27/2011	PUD	07342023		12/2011	22.05	
502-7400-603.34-40	06/27/2011	PUD	07365822	50%	12/2011	6.24	
502-7400-603.34-40	06/27/2011	PUD	07365822	50%	12/2011	6.25	
561-7113-711.34-40	06/27/2011	AIRPORT	07385922		12/2011	251.98	
561-7112-711.34-40	06/27/2011	AIRPORT	07387221		12/2011	4,805.94	
561-7117-711.34-40	06/27/2011	AIRPORT	07388722		12/2011	659.58	
561-7117-711.34-40	06/27/2011	AIRPORT	07388824		12/2011	10.40	
512-8400-623.34-40	06/27/2011	PUD	07555321	25%	12/2011	1,322.37	
512-8400-623.34-40	06/27/2011	PUD	07555321	50%	12/2011	2,644.74	
512-8400-623.34-40	06/27/2011	PUD	07555321	25%	12/2011	1,322.37	
10-5127-451.34-40	06/27/2011	REC	07586821		12/2011	86.35	
650-1567-487.34-40	06/27/2011	FACILITIES	07610421		12/2011	1,159.84	
260-5512-455.34-40	06/27/2011	LIBRARY	07617521		12/2011	57.58	
521-1595-493.34-40	06/27/2011	PARKING 2906 N 3RD AVE	07624629		12/2011	48.02	
521-1595-493.34-40	06/27/2011	PARKING 2910 N 3RD AVE	07624725		12/2011	17.37	
521-1595-493.34-40	06/27/2011	PARK 1 LEASE	07624823		12/2011	20.86	
571-7143-713.34-40	06/27/2011	TRANSIT	07647023		12/2011	761.30	
150-2221-422.34-40	06/27/2011	FIRE	07676421		12/2011	234.57	
150-2171-441.34-40	06/27/2011	ANIMAL SHELTER	32062801		12/2011	589.91	
512-8500-625.34-40	06/27/2011	PUD	32739201		12/2011	23.44	
512-8500-625.34-40	06/27/2011	PUD LIFT STATION	33154101		12/2011	25.54	
521-1592-493.34-40	06/27/2011	PARK II	34941902		12/2011	13.89	
512-8500-625.34-40	06/27/2011	PUD	35059801		12/2011	24.84	
150-2221-422.34-40	06/27/2011	FIRE STATION #7	35322001		12/2011	129.35	
660-3110-431.34-40	06/27/2011	2224 MONTANA AVE	37667401	40%	12/2011	59.26	
670-3141-489.34-40	06/27/2011	2224 MONTANA AVE	37667401	60%	12/2011	88.91	
561-7113-711.34-40	06/27/2011		31454301		12/2011	125.36	
561-7113-711.34-40	06/27/2011		31454401		12/2011	45.93	
561-7113-711.34-40	06/27/2011		31454601		12/2011	176.73	

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561-7113-711.34-40	06/27/2011		31454701		12/2011	167.68	
561-7113-711.34-40	06/27/2011		31454801		12/2011	158.11	
561-7113-711.34-40	06/27/2011		31454902		12/2011	78.49	
10-5126-451.34-40	06/27/2011	REC	05839223		12/2011	1,185.62	
10-5122-451.34-40	06/27/2011	REC	05863221		12/2011	38.97	
150-2221-422.34-40	06/27/2011	FIRE	06637925		12/2011	81.28	
10-5112-452.34-10	06/27/2011	VETRANS PARK	37741801		12/2011	16.68	
561-7117-711.34-10	06/27/2011	073869 28	062711	F13038	12/2011	11.10	
561-7117-711.34-40	06/27/2011	073858 25	062711	F13038	12/2011	100.27	
150-2221-422.34-40	06/29/2011	FIRE	07935121		12/2011	300.05	
541-3123-435.34-40	06/29/2011	SW	08073321		12/2011	205.48	
650-1566-487.34-40	06/29/2011	ADMIN BUILDING	32577402		12/2011	750.85	
650-1566-487.34-40	06/29/2011	EVIDENCE BUILDING	32629302		12/2011	56.39	
650-1566-487.34-40	06/29/2011	PD1	32708002		12/2011	137.01	
512-8500-625.34-40	06/29/2011	PUD LIFT STATION	36738301		12/2011	24.14	
502-7400-603.34-40	06/30/2011	PUD	08156421		12/2011	95.41	
502-7400-603.34-40	06/30/2011	PUD	08156721		12/2011	38.27	
502-7400-603.34-40	06/30/2011	PUD	08156821		12/2011	11.10	
502-7314-602.34-40	06/30/2011	PUD	08157021	75%	12/2011	348.89	
512-8314-622.34-40	06/30/2011	PUD	08157021	25%	12/2011	116.30	
502-7400-603.34-40	06/30/2011	PUD	08157221		12/2011	16.68	
502-7400-603.34-40	06/30/2011	CSD	31563202		12/2011	27.82	
502-7400-603.34-40	06/30/2011	PUD	31753602		12/2011	11.79	
650-1566-487.34-40	06/30/2011	GARAGE	32781001		12/2011	304.24	
10-5126-451.34-40	06/30/2011	PARKS & REC	34329601		12/2011	532.06	
06/30/2011	746033	MORRISON MAIERLE INC	2572			95,847.57	
405-7125-711.96-93	06/22/2011	MISC SERVICES	110669/70/71	282106	12/2011	10,622.92	
405-7125-711.96-93	06/22/2011	MISC SERVICES	110669/70/71	282106	12/2011	13,576.40	
405-7125-711.96-94	06/22/2011	MISC SERVICES	110669/70/71	282106	12/2011	559.10	
405-7125-711.96-94	06/22/2011	MISC SERVICES	110669/70/71	282106	12/2011	714.54	
421-0000-201.10-00	06/24/2011	WO0814 WWTP STRMWTR MOD	RET RELEASE	273122	12/2011	2,924.33	
421-8493-623.93-40	06/24/2011	WO0814 WWTP STRMWTR MOD	10/110608	273122	12/2011	4,735.83	
503-7591-609.93-40	06/28/2011	WO1001 2010 WTR&SWR	20	268044	12/2011	2,306.12	
513-8591-625.93-40	06/28/2011	WO1001 2010 WTR&SWR	20	268044	12/2011	1,014.58	
406-7119-711.92-90	06/28/2011	MISC SERVICES	110667/668	277318	12/2011	41,210.39	
503-7591-609.93-40	06/28/2011	WO1105 CHAPPLE WTR MAIN	6/110707	279882	12/2011	18,183.36	
06/30/2011	746046	NETWORK INFORMATION SYSTEMS	16395			2,952.00	
620-1911-482.34-52	06/28/2011	MISC SERVICES	419	285207	12/2011	2,952.00	
06/30/2011	746048	NEXTX COMMUNICATIONS INC	20952			3,952.00	
260-5518-455.36-90	06/27/2011	INVOICE 939 TEENPIT PRINT	939 & 940	F13041	12/2011	1,572.00	
260-5518-455.36-90	06/27/2011	INVOICE 940 VLAN IMPLEMEN	939 & 940	F13041	12/2011	2,380.00	
06/30/2011	746050	NORMONT EQUIPMENT COMPANY	2738			10,807.86	
502-0000-141.00-00	06/17/2011	SYSTEMS	2106120		12/2011	988.33	
211-3132-433.29-20	06/20/2011	TOOLS, HAND (NOT CLASSED)	2106066	284990	12/2011	280.00	
211-3132-433.24-20	06/20/2011	MISC SERVICES	2106067	284990	12/2011	1,336.40	
211-3132-433.23-20	06/20/2011	MISC SERVICES	2106107	284990	12/2011	1,380.20	

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
211-3132-433.24-30	06/20/2011	MISC SERVICES	2106113	284990	12/2011	700.00	
211-3132-433.26-30	06/20/2011	MISC SERVICES	2106113	284990	12/2011	1,500.00	
502-0000-141.00-00	06/27/2011	SYSTEMS	2106207		12/2011	453.29	
211-3132-433.29-20	06/27/2011	MISC SERVICES	2106186	285124	12/2011	1,379.00	
211-3132-433.24-20	06/29/2011	MISC SERVICES	2106198	285259	12/2011	639.60	
211-3132-433.29-20	06/29/2011	MISC SERVICES	2106198	285259	12/2011	734.24	
211-3132-433.23-20	06/29/2011	MISC SERVICES	2106216	285259	12/2011	1,228.80	
211-3132-433.29-20	06/29/2011	MISC SERVICES	2106216	285259	12/2011	188.00	
06/30/2011	746052	NORTHWEST SCIENTIFIC INC	2760			2,918.62	
512-8400-623.22-23	06/14/2011	MISC SERVICES	5014258	284832	12/2011	387.00	
512-8400-623.22-23	06/14/2011	MISC SERVICES	5014259	284832	12/2011	134.00	
512-8400-623.22-23	06/14/2011	MISC SERVICES	5013100	284833	12/2011	957.02	
512-8400-623.22-23	06/14/2011	MISC SERVICES	5013101	284833	12/2011	670.34	
512-8400-623.22-23	06/14/2011	MISC SERVICES	5013645	284833	12/2011	191.38	
512-8400-623.22-23	06/14/2011	MISC SERVICES	5013646	284833	12/2011	298.31	
512-8400-623.22-23	06/14/2011	MISC SERVICES	5013647	284833	12/2011	180.95	
502-7400-603.22-20	06/16/2011	MISC SERVICES	5014324	284480	12/2011	76.67	
502-7400-603.22-20	06/16/2011	MISC SERVICES	5014325	284480	12/2011	22.95	
06/30/2011	746056	NORTHWESTERN ENERGY	15771			113,887.80	
512-8400-623.34-10	06/14/2011	MISC SERVICES	01005917	284860	12/2011	47,499.34	
512-8500-625.34-10	06/14/2011	MISC SERVICES	11759727	284860	12/2011	189.40	
512-8500-625.34-10	06/14/2011	MISC SERVICES	17568932	284860	12/2011	134.73	
502-7400-603.34-10	06/14/2011	MISC SERVICES	19059435	284860	12/2011	6.47	
502-7400-603.34-10	06/16/2011	MISC SERVICES	01004852	284961	12/2011	580.62	
561-7117-711.34-10	06/20/2011	1669567-8	062011	F12997	12/2011	836.94	
561-7113-711.34-10	06/20/2011	1647695-4	062011	F12997	12/2011	18.96	
561-7113-711.34-10	06/20/2011	0100483-7	062011	F12997	12/2011	2,441.66	
561-7113-711.34-10	06/20/2011	0100484-5	062011	F12997	12/2011	2,437.62	
561-7117-711.34-10	06/20/2011	1264299-7	062011	F12997	12/2011	807.14	
561-7117-711.34-10	06/20/2011	1341288-7	062011	F12997	12/2011	257.61	
561-7117-711.34-10	06/20/2011	1341289-5	062011	F12997	12/2011	60.39	
561-7117-711.34-10	06/20/2011	1341291-1	062011	F12997	12/2011	132.34	
561-7117-711.34-10	06/20/2011	1341295-2	062011	F12997	12/2011	274.90	
561-7117-711.34-10	06/23/2011	NW AVIATION/TRAN	07127921		12/2011	433.09	
561-7117-711.34-10	06/23/2011	NW AVIATION/TRAN	07127996		12/2011	15.40	
561-7117-711.34-10	06/23/2011	NW AVIATION/TRAN	07128002		12/2011	1,340.39	
561-7113-711.34-10	06/23/2011	NW AVIATION/TRAN	07128093		12/2011	7.10	
561-7117-711.34-10	06/23/2011	NW AVIATION/TRAN	07128176		12/2011	68.03	
561-7113-711.34-10	06/23/2011	NW AVIATION/TRAN	07196165		12/2011	56.70	
607-2235-486.34-10	06/23/2011	NW FIRE	07215809		12/2011	252.40	
10-5112-452.34-10	06/23/2011	NW PARK/REC/PL	07222375		12/2011	11.82	
10-5112-452.34-10	06/23/2011	NW PARK/REC/PL	07222474		12/2011	7.10	
10-5112-452.34-10	06/23/2011	NW PARK/REC/PL	07222540		12/2011	.37	
10-5112-452.34-10	06/23/2011	NW PARK/REC/PL	07222557		12/2011	88.33	
10-5112-452.34-10	06/23/2011	NW PARK/REC/PL	07222573		12/2011	29.88	
10-5112-452.34-10	06/23/2011	NW PARK/REC/PL	07222607		12/2011	14.21	
10-5112-452.34-10	06/23/2011	NW PARK/REC/PL	07222656		12/2011	1.05	
10-5112-452.34-10	06/23/2011	NW PARK/REC/PL	07222664		12/2011	49.93	

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10-5112-452.34-10	06/23/2011	NW PARK/REC/PL	07222698		12/2011	14.56	
10-5112-452.34-10	06/23/2011	NW PARK/REC/PL	07222938		12/2011	46.38	
10-5112-452.34-10	06/23/2011	NW PARK/REC/PL	07229057		12/2011	9.52	
10-5112-452.34-10	06/23/2011	NW PARK/REC/PL	07229339		12/2011	14.05	
10-5112-452.34-10	06/23/2011	NW PARK/REC/PL	07230352		12/2011	106.55	
10-5112-452.34-10	06/23/2011	NW PARK/REC/PL	07230360		12/2011	8.89	
10-5112-452.34-10	06/23/2011	NW PARK/REC/PL	07230378		12/2011	177.97	
10-5112-452.34-10	06/23/2011	NW PARK/REC/PL	07230428		12/2011	40.56	
10-5112-452.34-10	06/23/2011	NW PARK/REC/PL	07230444		12/2011	17.82	
10-5112-452.34-10	06/23/2011	NW PARK/REC/PL	07230527		12/2011	.20	
10-5112-452.34-10	06/23/2011	NW PARK/REC/PL	07230543		12/2011	44.04	
10-5112-452.34-10	06/23/2011	NW PARK/REC/PL	07230550		12/2011	7.10	
10-5112-452.34-10	06/23/2011	NW PARK/REC/PL	07230568		12/2011	13.53	
10-5112-452.34-10	06/23/2011	NW PARK/REC/PL	07230576		12/2011	7.10	
10-5112-452.34-10	06/23/2011	NW PARK/REC/PL	07230584		12/2011	17.61	
10-5112-452.34-10	06/23/2011	NW PARK/REC/PL	07230907		12/2011	8.90	
10-5112-452.34-10	06/23/2011	NW PARK/REC/PL	07231624		12/2011	7.10	
10-5112-452.34-10	06/23/2011	NW PARK/REC/PL	07236441		12/2011	7.10	
10-5112-452.34-10	06/23/2011	NW PARK/REC/PL	07236458		12/2011	7.64	
10-5112-452.34-10	06/23/2011	NW PARK/REC/PL	07894371		12/2011	20.13	
211-3132-433.34-10	06/23/2011	NW PUBLIC WORKS	08554040		12/2011	8.90	
10-5112-452.34-10	06/23/2011	NW PARK/REC/PL	09254962		12/2011	335.40	
650-1566-487.34-10	06/23/2011	NW	09758087		12/2011	346.15	
10-5112-452.34-10	06/23/2011	NW	15220957		12/2011	672.60	
150-2221-422.34-10	06/27/2011	FIRE1:JUN/ELEC/25600 KWH	0100476-1	11-06	276426	12/2011	2,292.10
660-3110-431.34-10	06/27/2011	ELECTRICITY	17413147		285130	12/2011	360.88
670-3141-489.34-10	06/27/2011	ELECTRICITY	17413147		285130	12/2011	541.31
650-1567-487.34-10	06/28/2011	FACILITES MANAGEMENT	01005073			12/2011	7,252.71
150-2221-422.34-10	06/28/2011	NW FIRE	07125370			12/2011	527.24
10-5122-451.34-10	06/28/2011	NW PARK/REC/PL	07126832			12/2011	90.97
571-7148-713.34-10	06/28/2011	NW AVIATION/TRAN	07127640			12/2011	22.78
521-1595-493.34-10	06/28/2011	NW FINANCE	07208291			12/2011	264.24
521-1592-493.34-10	06/28/2011	NW FINANCE	07208341			12/2011	3,047.26
150-2221-422.34-10	06/28/2011	NW FIRE	07208408			12/2011	298.16
502-7400-603.34-10	06/28/2011	NW PUD-WATER TREAT	07222524			12/2011	1,916.93
10-5112-452.34-10	06/28/2011	NW PARK/REC/PL	07222920			12/2011	11.31
502-7400-603.34-10	06/28/2011	NW PUD-WATER TREAT	07230436			12/2011	3,476.22
260-5512-455.34-10	06/28/2011	NW LIBRARY	07244643			12/2011	89.18
10-5112-452.34-10	06/28/2011	NW PARK/REC/PL	08317026			12/2011	7.12
872-5198-452.34-10	06/28/2011	NW PARK/REC/PL	10590933			12/2011	113.19
521-1595-493.34-10	06/28/2011	NW	13815279			12/2011	94.67
521-1592-493.34-10	06/28/2011	PARK 2 GARAGE	15942824			12/2011	1,371.42
571-7148-713.34-10	06/28/2011	MET DOWNTOWN TRANS CENTER	17847567			12/2011	139.03
10-5127-451.34-10	06/28/2011	ELECTRIC CHARGES	JUNE11		285217	12/2011	1,246.11
561-7112-711.34-10	06/27/2011	0100482-9	062711		F13039	12/2011	27,348.33
521-1594-493.34-10	06/29/2011	MISC SERVICES	1569619-8-6/11		285385	12/2011	1,482.67
521-1591-493.34-10	06/29/2011	MISC SERVICES	1569636-2-6/11		285385	12/2011	1,726.05
521-1595-493.34-10	06/29/2011	MISC SERVICES	1853486-7-6/11		285385	12/2011	31.67
521-1594-493.34-10	06/29/2011	MISC SERVICES	1853491-7-6/11		285385	12/2011	75.62
10-5141-436.34-10	06/30/2011	NW PARK/REC/PL	07125396			12/2011	51.67

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10-5141-436.34-10	06/30/2011	CEMETERY	16352890		12/2011	15.24	
06/30/2011 245-1256-331.19-44	746057 06/27/2011	OCFO/ 9991213			12/2011	4,696.39 4,696.39	
06/30/2011 211-3136-433.24-30 211-3136-433.24-30	746063 06/20/2011 06/20/2011	PACIFIC SIGNAL SUPPLY INC, LLC ELECTRICAL EQUIP & SUPPLY MISC SERVICES	18041 3485 3485	275875 275875	12/2011 12/2011	9,021.66 9,000.00 21.66	
06/30/2011 541-3123-435.35-90	746070 06/21/2011	PHILIP SERVICES CORPORATION HAZARDOUS WASTE REMOVAL	14411 22000391919	282277	12/2011	60,146.80 60,146.80	
06/30/2011 150-2226-422.92-50 150-2226-422.92-50 150-2226-422.92-50 150-2226-422.92-50	746075 06/23/2011 06/23/2011 06/23/2011 06/23/2011	PROFESSIONAL FIRE PROTECTION I FIRE1:SPRINKLER SYSTEM FIRE1:SPRINKLER SYSTEM FIRE1:SPRINKLER SYSTEM FIRE1:PRESSURE SWITCH	21738 11-208-1 FIRE1 11-208-2 FIRE1 11-208-3 FIRE1 11-208-4 FIRE1	284053 284053 284053 285004	12/2011 12/2011 12/2011 12/2011	10,880.00 7,600.00 2,422.50 527.50 330.00	
06/30/2011 805-1570-425.53-50 512-8500-625.34-20 211-3132-433.34-20 512-8400-623.34-20 872-5198-452.34-20 872-5198-452.34-20 872-5198-452.34-20 872-5198-452.34-20 10-5112-452.34-20 872-5198-452.34-20 872-5198-452.34-20 872-5198-452.34-20 872-5198-452.34-20 872-5198-452.34-20 872-5198-452.34-20 872-5198-452.34-20 872-5198-452.34-20	746077 06/27/2011 06/27/2011 06/27/2011 06/28/2011 06/28/2011 06/28/2011 06/28/2011 06/28/2011 06/28/2011 06/28/2011 06/28/2011 06/28/2011 06/28/2011 06/28/2011 06/28/2011 06/28/2011 06/28/2011	PUBLIC UTILITIES 4430 HI-LINE DR 4430 HI-LINE DR 4430 HI-LINE DR PUD - WATER BILLS PUD - WATER BILLS PUD - WATER BILLS PUD - WATER BILLS PUD - WATER BILLS PUD - WATER BILLS PUD - WATER BILLS PARK FALCON RIDGE PARK FALCON RIDGE PARK COPPER RIDGE LOOP PARKS PARK AMELIA CIR	5022 6712510003200 671274846 671294847 187212152 11498915890 11498915891 676333936 40% 676333936 60% 11828118660 13019519760 13019521993 13592326953 13592722571 13592526964		12/2011 12/2011 12/2011 12/2011 12/2011 12/2011 12/2011 12/2011 12/2011 12/2011 12/2011 12/2011 12/2011 12/2011 12/2011 12/2011 12/2011	131,216.26 126,038.76 420.23 134.33 1,136.98 84.74 60.61 25.64 38.44 2,525.14 112.34 30.76 252.74 160.60 194.95	
06/30/2011 225-2232-422.34-50 225-2232-422.34-50 225-2232-422.34-50 502-7400-603.34-50 561-7110-711.34-50 260-5512-455.34-50 150-2225-422.34-50 150-2111-421.34-50 606-1931-484.34-50 607-2235-486.34-50 607-2235-486.34-50 601-1550-481.34-50 561-7110-711.34-50 660-3110-431.34-50 670-3141-489.34-50	746080 06/09/2011 06/09/2011 06/09/2011 06/09/2011 06/09/2011 06/09/2011 06/09/2011 06/09/2011 06/09/2011 06/09/2011 06/09/2011 06/09/2011 06/09/2011 06/09/2011 06/09/2011	QWEST COMMUNICATIONS QWEST JUNE 2011 2ND PAY QWEST JUNE 2011 2ND PAY QWEST JUNE 2011 2ND PAY QWEST JUNE 2011 2ND PAY QWEST JUNE 2011 2ND PAY QWEST JUNE 2011 2ND PAY QWEST JUNE 2011 2ND PAY QWEST JUNE 2011 2ND PAY QWEST JUNE 2011 2ND PAY QWEST JUNE 2011 2ND PAY QWEST JUNE 2011 2ND PAY QWEST JUNE 2011 2ND PAY QWEST JUNE 2011 2ND PAY QWEST JUNE 2011 2ND PAY QWEST JUNE 2011 2ND PAY	6319 245-2296 245-3107 245-3108 245-3659 245-5834 245-7337 245-7469 245-7481 248-3049 248-3635 248-3636 256-5047 256-7070 259-7758 40% 259-7758 60%		12/2011 12/2011 12/2011 12/2011 12/2011 12/2011 12/2011 12/2011 12/2011 12/2011 12/2011 12/2011 12/2011 12/2011 12/2011 12/2011	13,407.70 53.40 45.65 45.65 39.44 45.66 39.44 119.32 45.66 228.20 447.26 311.26 44.66 44.16 50.92 76.39	

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
150-2225-422.34-50	06/09/2011	QWEST JUNE 2011 2ND PAY	373-3742		12/2011	118.32	
225-2232-422.34-50	06/09/2011	QWEST JUNE 2011 2ND PAY	651-0282		12/2011	43.16	
150-2111-421.34-50	06/09/2011	QWEST JUNE 2011 2ND PAY	656-1046		12/2011	43.16	
150-2111-421.34-50	06/09/2011	QWEST JUNE 2011 2ND PAY	656-3671		12/2011	192.96	
240-4301-419.72-14	06/09/2011	QWEST JUNE 2011 2ND PAY	656-9578		12/2011	28.54	
240-4301-419.72-14	06/09/2011	QWEST JUNE 2011 2ND PAY	656-9604		12/2011	28.54	
225-2232-422.34-50	06/16/2011	QWEST JUNE 2011 3RD PAY	252-1190		12/2011	7,021.72	
521-1592-493.34-50	06/16/2011	QWEST JUNE 2011 3RD PAY	252-2041		12/2011	43.16	
10-5140-436.34-50	06/16/2011	QWEST JUNE 2011 3RD PAY	652-0269		12/2011	43.16	
10-5112-452.34-50	06/16/2011	QWEST JUNE 2011 3RD PAY	652-5507		12/2011	44.16	
211-3132-433.34-50	06/16/2011	QWEST JUNE 2011 3RD PAY	652-8104		12/2011	29.34	
10-5121-451.34-50	06/16/2011	QWEST JUNE 2011 3RD PAY	652-8403		12/2011	34.68	
561-7118-711.34-50	06/23/2011	QWEST JUNE 2011 4TH PAY	245-0093		12/2011	44.38	
561-7110-711.34-50	06/23/2011	QWEST JUNE 2011 4TH PAY	245-1044		12/2011	28.54	
571-7147-713.34-50	06/23/2011	QWEST JUNE 2011 4TH PAY	245-1789		12/2011	44.38	
541-3123-435.34-50	06/23/2011	QWEST JUNE 2011 4TH PAY	245-7193		12/2011	54.93	
541-3123-435.34-50	06/23/2011	QWEST JUNE 2011 4TH PAY	245-9820		12/2011	91.85	
211-3132-433.34-50	06/23/2011	QWEST JUNE 2011 4TH PAY	245-9906		12/2011	28.54	
561-7110-711.34-50	06/23/2011	QWEST JUNE 2011 4TH PAY	248-3068		12/2011	43.16	
561-7110-711.34-50	06/23/2011	QWEST JUNE 2011 4TH PAY	252-9412		12/2011	86.32	
571-7141-713.34-50	06/23/2011	QWEST JUNE 2011 4TH PAY	254-7038		12/2011	44.38	
225-2232-422.34-50	06/23/2011	QWEST JUNE 2011 4TH PAY	255-9702		12/2011	.08	
150-2225-422.34-50	06/23/2011	QWEST JUNE 2011 4TH PAY	655-0728		12/2011	43.16	
10-5112-452.34-50	06/23/2011	QWEST JUNE 2011 4TH PAY	657-3014		12/2011	28.54	
606-1931-484.34-50	06/23/2011	QWEST JUNE 2011 4TH PAY	657-8377		12/2011	3,561.47	
06/30/2011	746082	RECORDED BOOKS	3147			6,000.00	
260-5519-455.33-81	06/27/2011	INVOICE 7031996	7031996	F13043	12/2011	6,000.00	
06/30/2011	746088	REPORTER BIG SKY OFFICE INC	3175			3,179.50	
150-2221-422.32-40	06/17/2011	FIRE ADMIN:TONER KYO PRNT	445086-0 FIRE1	284975	12/2011	191.98	
150-2225-422.32-40	06/17/2011	911: COPY PAPER LETTERSZ	445638-0 911	284975	12/2011	32.90	
150-2223-422.22-90	06/17/2011	BUREAU:STAPLE REMOVER	447552-0 FIRE1	284975	12/2011	3.00	
150-2225-422.21-90	06/22/2011	911 CTR/PENS	445638-1 911	284975	12/2011	16.30	
502-0000-141.00-00	06/24/2011	WATER PARTS AND SUPPLIES	4483080 4483081		12/2011	176.28	
512-8314-622.21-90	06/24/2011	NONSTOCKING ITEMS-P.U.D.	4483080 4483081	284049	12/2011	11.03	
150-2221-422.21-90	06/27/2011	FIRE:CREDIT RETURN 6/21	448488-0 CR FR1	284317	12/2011	35.98	
150-2221-422.32-40	06/27/2011	FIRE:KYO TONER	448594-0 FIRE	284317	12/2011	191.98	
150-2221-422.21-90	06/27/2011	FIRE:BINDERS/XEROX PAPER	448603-0 FIRE	284317	12/2011	75.36	
150-2221-422.21-90	06/27/2011	FIRE:BINDERS/XEROX PAPER	448603-0 FIRE	284317	12/2011	58.10	
150-2221-422.21-90	06/27/2011	FIRE:HANGING FOLDERS	448987-0 FIRE	284317	12/2011	17.67	
150-2221-422.32-40	06/27/2011	FIRE1:NAVIGATOR PAPER	449758-0 FIRE	284317	12/2011	215.40	
150-2225-422.21-90	06/27/2011	911:PAPER & CD ENVELOPES	449361-0 911	285206	12/2011	76.02	
150-2225-422.32-40	06/27/2011	911:PAPER & CD ENVELOPES	449361-0 911	285206	12/2011	35.90	
502-7314-602.24-50	06/29/2011	NONSTOCKING ITEMS-P.U.D.	4485980	285239	12/2011	600.04	
512-8314-622.24-50	06/29/2011	NONSTOCKING ITEMS-P.U.D.	4485980	285239	12/2011	492.13	
620-1911-482.22-90	06/29/2011	MISC SERVICES	449762	285319	12/2011	823.99	
605-1516-483.21-60	06/29/2011	MISC SERVICES	450950-0	285356	12/2011	197.40	
06/30/2011	746089	RIMROCK ENGINEERING INC	16562			4,300.00	
439-3165-431.93-11	06/24/2011	WO1102 MISC. DEVELPER	INV# 03-14554	285095	12/2011	175.00	

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
205-3131-433.95-40	06/28/2011	WO1103 CITY OVERLAY	03-14558	285186	12/2011	3,750.00	
205-3131-433.93-10	06/28/2011	WO1102 MISC DEVELPER	03-14578	285186	12/2011	75.00	
205-3131-433.93-10	06/28/2011	WO0911 RIMROCK RD	03-14579	285186	12/2011	300.00	
06/30/2011	746090	RIMROCK FOUNDATION	3210			3,500.00	
270-6711-464.21-90	05/27/2011	URA - BUSINESS CONSORTIUM	5	284995	12/2011	3,500.00	
06/30/2011	746091	RIVERSIDE SAND & GRAVEL INC	19447			282,619.39	
205-3131-433.95-40	06/24/2011	WO1103 2011 STREET MAINT	FUND TRANSFER	282178	12/2011	35,519.53-	
205-3131-433.95-40	06/24/2011	WO1103 2011 STREET MAINT	FUND TRANSFER	282178	12/2011	35,519.53	
205-3131-433.93-90	06/24/2011	WO1103 2011 STREET MAINT	1	282178	12/2011	12,619.39	
205-3131-433.95-40	06/24/2011	WO1103 2011 STREET MAINT	1	282178	12/2011	270,000.00	
06/30/2011	746096	S BAR S SUPPLY CO	3299			10,789.02	
601-1550-481.92-50	06/27/2011	MP	574502-000	283461	12/2011	10,789.02	
06/30/2011	746098	SAMS REAL ESTATE BUSINESS TRUS	9991385			75,672.00	
198-1506-466.78-40	06/21/2011		SAMS		12/2011	75,672.00	
06/30/2011	746099	SANDERSON STEWART	20446			133,689.59	
503-7591-609.93-40	06/27/2011	WO1101 2011 WTR REPLACMT	8/32534	279237	12/2011	8,024.91	
233-4370-419.93-90	06/27/2011	SWORDS PARK TR 1099 60-5	INV 5	283255	12/2011	35,665.11	
503-0000-201.10-00	06/28/2011	WO1101 2011 WTR REPLACMNT	RET CORRECTION	279237	12/2011	891.66	
503-7591-609.93-40	06/28/2011	WO1101 2011 WTR REPLACMNT	RET CORRECTION		12/2011	891.66-	
503-0000-201.10-00	06/28/2011	WO1101 2011 WTR REPLCMENT	RET RELEASE	279237	12/2011	34,198.14	
503-7591-609.93-40	06/28/2011	WO1101 2011 WTR REPLACMNT	CORRECTION	279237	12/2011	8,024.91-	
503-7591-609.93-40	06/28/2011	WO1101 2011 WTR REPLACMNT	8/32534	279237	12/2011	8,024.91	
205-3131-433.35-90	06/28/2011	WO1013 SAFE RTES TO SCHLS	6	279883	12/2011	27,096.82	
414-1519-493.35-90	06/29/2011	PRIOR YEAR ENCUMBRANCES	32513	275280	12/2011	1,425.95	
233-4370-419.93-90	06/29/2011	INV 6 SWORDS PARK	SWORDS PARK TR	283255	12/2011	27,278.66	
06/30/2011	746118	SOUTH BILLINGS CENTER LLC	9991385			91,017.00	
198-1506-466.78-40	06/21/2011		SOUTH BLGS CNTR		12/2011	91,017.00	
06/30/2011	746122	STANLEY SECURITY SOLUTIONS	21777			6,443.83	
10-5112-452.22-90	06/23/2011	LOCKS FOR PARKS	SE-461583	285080	12/2011	39.89	
10-5112-452.22-90	06/23/2011	LOCKS FOR PARKS	SE-46160	285080	12/2011	977.61	
10-5112-452.22-90	06/23/2011	LOCKS FOR PARKS	SE-461956	285080	12/2011	2,224.36	
872-5198-452.36-50	06/23/2011	LOCK FOR PARKS	SE-461956	285080	12/2011	444.87	
872-5198-452.36-50	06/23/2011	LOCKS FOR PARKS	SE-461956	285080	12/2011	136.87	
872-5198-452.36-50	06/23/2011	LOCKS FOR PARKS	SE-461956	285080	12/2011	444.87	
872-5198-452.36-50	06/23/2011	LOCKS FOR PARKS	SE-461956	285080	12/2011	136.87	
872-5198-452.36-50	06/23/2011	LOCKS FOR PARKS	SE-461956	285080	12/2011	117.31	
872-5198-452.36-50	06/23/2011	LOCKS FOR PARKS	SE-461956	285080	12/2011	444.87	
872-5198-452.36-50	06/23/2011	LOCKS FOR PARKS	SE-461956	285080	12/2011	195.52	
872-5198-452.36-50	06/23/2011	LOCKS FOR PARKS	SE-461956	285080	12/2011	444.87	
872-5198-452.36-50	06/23/2011	LOCKS FOR PARKS	SE-461956	285080	12/2011	195.52	
872-5198-452.36-50	06/23/2011	LOCKS FOR PARKS	SE-461956	285080	12/2011	444.88	
872-5198-452.36-50	06/23/2011	LOCKS FOR PARKS	SE-461956	285080	12/2011	195.52	
06/30/2011	746128	STOCKMAN BANK	15350			5,216.40	
723-6595-465.62-00	06/21/2011	MISC SERVICES	4040156102	285033	12/2011	5,216.40	

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
06/30/2011	746129	SUNDOWN SECURITY	3643			5,518.00	
561-7110-711.35-81	06/20/2011	INVOICE #37265	37265	F12996	12/2011	1,379.50	
561-7110-711.35-81	06/27/2011	INVOICE #37283	37283	F13035	12/2011	1,371.75	
561-7118-711.23-13	06/28/2011	INVOICE #37396	37396	F13046	12/2011	1,387.25	
561-7110-711.35-81	06/28/2011	INVOICE #37010	37010	F13049	12/2011	1,379.50	
06/30/2011	746130	SUNSET EXCAVATION	11477			3,750.00	
505-7515-609.36-71	06/16/2011	MISC SERVICES	159617	284944	12/2011	3,750.00	
06/30/2011	746134	T DAVIS CONSTRUCTION	15666			11,112.75	
416-7493-603.93-40	06/24/2011	WO0910 HEIGHTS BSTR STATN	06-20-2011	285067	12/2011	11,112.75	
06/30/2011	746141	TETRA TECH, INC.	19346			5,313.85	
541-3123-435.35-90	06/21/2011	GAS MONITORING	50459503	282278	12/2011	462.50	
541-3123-435.35-90	06/21/2011	STORM WATER MONITORING	50459534	282278	12/2011	4,851.35	
06/30/2011	746146	TITAN MACHINERY INC	20569			5,884.40	
541-3123-435.53-30	06/21/2011	RENTAL AT LF	QC01657	284641	12/2011	2,650.00	
541-3123-435.53-30	06/21/2011	MISC LF	QF03097	284641	12/2011	86.25	
211-3132-433.23-20	06/21/2011	MP	IC08135	285037	12/2011	425.91	
211-3132-433.23-20	06/21/2011	MP	1C08310	285037	12/2011	745.17	
211-3132-433.47-10	06/27/2011	MISC SERVICES	1C08288	285133	12/2011	896.40	
541-3123-435.36-20	06/28/2011	PUMP REPAIR	1R01172	284649	12/2011	1,080.67	
06/30/2011	746151	TOWN & COUNTRY SUPPLY ASSOCIAT	18295			140,077.32	
561-7118-711.23-13	06/20/2011	INVOICE #85316	85316/85903	F12993	12/2011	14,051.33	
561-7118-711.23-13	06/20/2011	INVOICE #85903	85316/85903	F12993	12/2011	10,679.83	
601-0000-141.71-41	06/23/2011	MP	85894		12/2011	20,948.90	
601-0000-141.00-00	06/23/2011	MP	85902		12/2011	13,793.14	
601-0000-141.00-00	06/23/2011	MP	85904		12/2011	20,237.79	
601-0000-141.71-41	06/23/2011	MP	85905		12/2011	6,863.80	
601-0000-141.00-00	06/23/2011	MP	85400		12/2011	11,679.20	
601-0000-141.00-00	06/23/2011	MP	85918		12/2011	23,749.73	
150-2226-422.23-10	06/23/2011	FIRE:FUEL DELIVERED 6/21	85441 FIRE1-6	276337	12/2011	3,401.66	
150-2226-422.23-10	06/23/2011	FIRE1:297-UL & 65-DIESEL	86564 FIRE1	276337	12/2011	1,204.50	
561-7118-711.23-13	06/23/2011	INVOICE #85919	85919	F13023	12/2011	13,467.44	
06/30/2011	746154	TRISTATE EQUIPMENT	3797			478,873.42	
601-0000-141.00-00	06/28/2011	MP	M51235		12/2011	39.28	
541-3122-435.23-20	06/28/2011	MP	M51165	285273	12/2011	346.33	
541-3123-435.23-20	06/28/2011	MP	M51338	285273	12/2011	21.81	
541-3122-435.94-20	06/29/2011	2 SIDELOADS	101551/101552	279314	12/2011	478,466.00	
06/30/2011	746158	UGRIN, ALEXANDER, ZADICK, & HIG	20866			5,769.48	
10-1611-416.35-60	06/27/2011	CONSULTANT SRVCS. WATTERS	16404	285092	12/2011	5,769.48	
06/30/2011	746162	US BANK-REVOLVING LOAN FUND	16715			5,216.40	
723-6595-465.62-00	06/21/2011	MISC SERVICES	537240497587	285034	12/2011	5,216.40	
06/30/2011	746164	VALMONT INDUSTRIES INC	14776			10,202.00	
211-0000-141.31-83	06/27/2011	STREET LIGHTS	CD14011678		12/2011	10,202.01	

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211-3132-433.23-60	06/27/2011	MISC SERVICES	CD14011678	285134	12/2011	.01-	
06/30/2011	746168	VERIZON WIRELESS	14490			20,473.80	
150-2170-441.34-50	06/21/2011	VERIZON WSCA JUNE 2011	AN SHELTER MDT		12/2011	215.05	
717-2166-421.34-50	06/21/2011	VERIZON WSCA JUNE 2011	CCSIU CELL/PTT		12/2011	728.21	
717-2166-421.34-50	06/21/2011	VERIZON WSCA JUNE 2011	CCSIU AIR CARD		12/2011	43.01	
717-2166-421.34-50	06/21/2011	VERIZON WSCA JUNE 2011	CCSIU RAVEN		12/2011	86.02	
150-2221-422.34-50	06/21/2011	VERIZON WSCA JUNE 2011	FIRE MIFI		12/2011	43.01	
150-2221-422.34-50	06/21/2011	VERIZON WSCA JUNE 2011	FIRE MDT		12/2011	688.16	
620-1911-482.34-50	06/21/2011	VERIZON WSCA JUNE 2011	ITD AIR CARD		12/2011	86.02	
260-5517-455.34-50	06/21/2011	VERIZON WSCA JUNE 2011	LIBRARYOUTREACH		12/2011	129.03	
150-2111-421.34-50	06/21/2011	VERIZON WSCA JUNE 2011	MDT TOUGHBOOK		12/2011	3,539.30	
150-2111-421.34-50	06/21/2011	VERIZON WSCA JUNE 2011	POLICE ICAC		12/2011	44.23	
150-2111-421.34-50	06/21/2011	VERIZON WSCA JUNE 2011	POLICE USM MDT		12/2011	165.94	
10-5112-452.34-50	06/21/2011	VERIZON WSCA JUNE 2011	PARKS PMD AIR		12/2011	43.01	
209-4451-428.34-50	06/21/2011	VERIZON WSCA JUNE 2011	BUILDING AIR		12/2011	344.10	
670-3141-489.34-50	06/21/2011	VERIZON WSCA JUNE 2011	ENG AIR CARD		12/2011	43.03	
502-7500-609.34-50	06/21/2011	VERIZON WSCA JUNE 2011	PUD AIR CARD60%		12/2011	25.80	
512-8500-625.34-50	06/21/2011	VERIZON WSCA JUNE 2011	PUD AIR CARD40%		12/2011	17.21	
561-7110-711.34-50	06/21/2011	VERIZON JUNE 2011	AIRPORT		12/2011	797.87	
150-2170-441.34-50	06/21/2011	VERIZON JUNE 2011	ANIMAL SHELTER		12/2011	148.91	
717-2166-421.34-50	06/21/2011	VERIZON JUNE 2011	CCSIU		12/2011	85.42	
10-1611-416.34-50	06/21/2011	VERIZON JUNE 2011	LEGAL		12/2011	32.96	
150-2225-422.34-50	06/21/2011	VERIZON JUNE 2011	COMM CENTER 911		12/2011	54.39	
650-1565-487.34-50	06/21/2011	VERIZON JUNE 2011	FACILITIES BOC		12/2011	65.37	
650-1567-487.34-50	06/21/2011	VERIZON JUNE 2011	FACILITIES CH		12/2011	81.49	
10-1512-415.34-50	06/21/2011	VERIZON JUNE 2011	FINANCE PAT		12/2011	72.53	
150-2221-422.34-50	06/21/2011	VERIZON JUNE 2011	FIRE DEPT		12/2011	633.84	
10-1750-417.34-50	06/21/2011	VERIZON JUNE 2011	HUMAN RESOURCES		12/2011	74.71	
620-1913-482.34-50	06/21/2011	VERIZON JUNE 2011	ITD GIS		12/2011	12.97	
620-1911-482.34-50	06/21/2011	VERIZON JUNE 2011	ITD		12/2011	100.57	
260-5517-455.34-50	06/21/2011	VERIZON JUNE 2011	LIBRARYOUTREACH		12/2011	25.94	
260-5512-455.34-50	06/21/2011	VERIZON JUNE 2011	LIBRARY		12/2011	147.26	
10-1100-411.34-50	06/21/2011	VERIZON JUNE 2011	MAYOR		12/2011	42.58	
601-1550-481.34-50	06/21/2011	VERIZON JUNE 2011	MOTOR POOL		12/2011	54.06	
10-1220-412.34-50	06/21/2011	VERIZON JUNE 2011	DRUG COURT		12/2011	73.08	
10-1212-412.34-50	06/21/2011	VERIZON JUNE 2011	MUNI JUDGE		12/2011	157.92	
240-4301-419.34-50	06/21/2011	VERIZON JUNE 2011	PLANNING		12/2011	12.97	
150-2111-421.34-50	06/21/2011	VERIZON JUNE 2011	POLICE		12/2011	3,026.20	
251-2187-421.34-50	06/21/2011	VERIZON JUNE 2011	POLICE FORENSIC		12/2011	68.04	
249-2196-421.34-50	06/21/2011	VERIZON JUNE 2011	698 1391 DV		12/2011	22.99	
521-1521-493.34-50	06/21/2011	VERIZON JUNE 2011	PARKING		12/2011	353.67	
10-5110-453.34-50	06/21/2011	VERIZON JUNE 2011	PRPL ADM		12/2011	64.41	
10-5121-451.34-50	06/21/2011	VERIZON JUNE 2011	PRPL-RECREATION		12/2011	103.07	
10-5140-436.34-50	06/21/2011	VERIZON JUNE 2011	CEMETERY		12/2011	45.28	
10-5112-452.34-50	06/21/2011	VERIZON JUNE 2011	PARKS PMD		12/2011	41.55	
10-5112-452.34-50	06/21/2011	VERIZON JUNE 2011	PARKS		12/2011	1,918.12	
10-5112-452.34-50	06/21/2011	VERIZON JUNE 2011	PARKS IRRIGATION		12/2011	240.48	
10-1543-415.34-50	06/21/2011	VERIZON JUNE 2011	PURCHASING		12/2011	83.88	
660-3110-431.34-50	06/21/2011	VERIZON JUNE 2011	PW ADM		12/2011	109.08	

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
209-4451-428.34-50	06/21/2011	VERIZON JUNE 2011	BUILDING		12/2011	159.45
670-3141-489.34-50	06/21/2011	VERIZON JUNE 2011	ENGINEERING		12/2011	438.71
541-3121-435.34-50	06/21/2011	VERIZON JUNE 2011	SOLID WASTE		12/2011	45.89
211-3132-433.34-50	06/21/2011	VERIZON JUNE 2011	STREET/TRAFFIC		12/2011	357.73
541-3123-435.34-50	06/21/2011	VERIZON JUNE 2011	SW ON CALL		12/2011	70.44
502-7500-609.34-50	06/21/2011	VERIZON JUNE 2011	DIST & COLL 60%		12/2011	641.94
512-8500-625.34-50	06/21/2011	VERIZON JUNE 2011	DIST & COLL 40%		12/2011	427.96
502-7700-611.34-50	06/21/2011	VERIZON JUNE 2011	PUD ENVIRN 1/2		12/2011	19.17
512-8700-628.34-50	06/21/2011	VERIZON JUNE 2011	PUD ENVIRN 1/2		12/2011	19.18
502-7400-603.34-50	06/21/2011	VERIZON JUNE 2011	WATER TREATMENT		12/2011	802.90
502-7312-602.34-50	06/21/2011	VERIZON JUNE 2011	PWBLKNP MTRSHOP		12/2011	462.64
502-7311-602.34-50	06/21/2011	VERIZON JUNE 2011	PWBLKNP OFF 60%		12/2011	69.03
512-8311-622.34-50	06/21/2011	VERIZON JUNE 2011	PWBLKNP OFF 40%		12/2011	46.02
502-7314-602.34-50	06/21/2011	VERIZON JUNE 2011	PWBLKNP STOR75%		12/2011	86.28
512-8314-622.34-50	06/21/2011	VERIZON JUNE 2011	PWBLKNP STOR25%		12/2011	28.77
512-8400-623.34-50	06/21/2011	VERIZON JUNE 2011	WASTEWATER TREA		12/2011	1,099.04
606-1931-484.34-50	06/21/2011	VERIZON JUNE 2011	TELECOMM SYS		12/2011	23.26
571-7142-713.31-60	06/21/2011	VERIZON JUNE 2011	ON-CALL MET		12/2011	94.65
571-7141-713.34-50	06/21/2011	VERIZON JUNE 2011	MET TRANSIT		12/2011	56.72
10-4321-419.34-50	06/21/2011	VERIZON JUNE 2011	CODE ENFORCEMT		12/2011	149.33
571-7147-713.31-60	06/21/2011	INVOICE# 0983968344	0983968344	F13002	12/2011	173.85
10-5121-451.34-50	06/21/2011	VERIZON JUNE 2011	REC SEASONAL		12/2011	208.10
06/30/2011	746173	WELLS FARGO BANK-LOAN PAYMENT	16716			5,216.40
723-6595-465.62-00	06/21/2011	MISC SERVICES	1609108243	285035	12/2011	5,216.40
06/30/2011	746175	WESTERN MUNICIPAL CONSTRUCTION	11742			31,796.65
513-0000-201.10-00	06/24/2011	WO1001 WTR/SWR REPLC SCH1	RET RELEASE	274055	12/2011	10,198.81
513-8591-625.93-40	06/24/2011	WO1001 2010 WTR&SWR SCH1	CO#4	274055	12/2011	48,579.53-
513-8591-625.93-40	06/24/2011	WO1001 2010 WTR&SWR SCH1	CO#4	274055	12/2011	48,579.53
513-8591-625.93-40	06/24/2011	WO1001 WTR&SWR REPLCMNT	7-FINAL	274055	12/2011	21,597.84
06/30/2011	746176	WESTERN SECURITY BANK	16462			5,216.40
723-6595-465.62-00	06/21/2011	MISC SERVICES	2157001592	285031	12/2011	5,216.40
06/30/2011	746177	WILBUR ELLIS CO	4068			4,418.63
512-8400-623.22-10	06/20/2011	MISC SERVICES	5483292	283716	12/2011	1,181.50
502-7400-603.24-50	06/20/2011	MISC SERVICES	5520082	283716	12/2011	325.00
10-5112-452.36-50	06/23/2011	PARTS FOR PARKS DEPT	5531645	285083	12/2011	2,912.13
06/30/2011	746186	YELLOWSTONE COUNTY HEALTH DEPT	6957			9,090.00
10-1511-322.16-11	06/29/2011		MAR-JUNE2011		12/2011	9,090.00
06/30/2011	746188	YELLOWSTONE E-WASTE SOLUTIONS	21399			10,557.80
541-3123-435.35-90	06/21/2011	ELEC RECYCLE	061511010	284642	12/2011	10,557.80
06/30/2011	746189	YELLOWSTONE ELECTRIC CO	4162			4,738.00
561-7112-711.24-50	06/22/2011	INVOICE #18451	18451	F13006	12/2011	4,738.00
06/30/2011	746190	YELLOWSTONE VALLEY ANIMAL SHEL	20525			20,256.05
150-2170-441.39-90	06/22/2011	CONTRACT 5-22-11\6-21-11	11-1238	285075	12/2011	20,256.05

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
06/30/2011	746191	YELLOWSTONE VALLEY ELEC	4174			4,857.77	
502-7400-603.34-10	06/20/2011	MISC SERVICES	4179006 JUN11	282931	12/2011	753.23	
512-8400-623.34-10	06/20/2011	MISC SERVICES	4179006 JUN11	282931	12/2011	58.97	
512-8400-623.34-10	06/20/2011	MISC SERVICES	4179008 JUN11	282931	12/2011	1,176.42	
512-8500-625.34-10	06/20/2011	MISC SERVICES	4179008 JUN11	282931	12/2011	209.56	
512-8500-625.34-10	06/20/2011	MISC SERVICES	4179010 JUN11	282931	12/2011	145.64	
512-8500-625.34-10	06/20/2011	MISC SERVICES	4179011 JUN11	282931	12/2011	19.00	
541-3123-435.34-10	06/21/2011	POWER AT LF	4179000	284638	12/2011	912.62	
150-2221-422.34-10	06/22/2011	FIRE7:ELEC/5585 KWH	4179013 11-05	276368	12/2011	665.38	
607-2235-486.34-10	06/22/2011	800MHZ/LANDFILL TWR 2069	4179002 11-05	276421	12/2011	228.64	
810-3183-431.34-10	06/23/2011	SILMD 299 VINTAGE ESTATES	ACCT# 4179014	285050	12/2011	364.67	
512-8500-625.34-10	06/29/2011	MISC SERVICES	4179015 JUN11	285333	12/2011	323.64	

DATE RANGE TOTAL \* 3,770,640.75 \*

**Regular City Council Meeting**

**Meeting Date:** 07/25/2011

**TITLE:** Payment of Claims-April 2011 through June 2011

**PRESENTED BY:** Shannon Johnson

**Department:** Court

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**Information**

**PROBLEM/ISSUE STATEMENT**

Claims in the amount of \$779,335.49 have been audited and are presented for your approval for payment. A complete listing of the claims dated April 1, 2011 to June 30, 2011 is on file in the Municipal Court. Claims include payments to individual victims and businesses for restitution, disbursement of surcharges and revenues and return of bonds posted to ensure court appearance.

**ALTERNATIVES ANALYZED**

The Council may:

- Approve the payment of claims; or
- Deny payment of claims

**FINANCIAL IMPACT**

None.

**RECOMMENDATION**

Staff recommends that Council approve Payment of Claims.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

BMC Check Register

## Check Register

Bank: US BANK - Account: 150095602101

Date Range: From 04/01/2011 to 06/30/2011

All Check Types

Sorted by Check Number

Check Number	Date	Payee	Amount	Status	Cleared
12992	04/01/2011	Amber Tew	50.00	Cleared	04/30/2011
12993	04/01/2011	Andy Hunter	480.00	Cleared	04/30/2011
12994	04/01/2011	Anthony Miles Cardenas	50.00	Cleared	05/31/2011
12995	04/01/2011	Arden Salazar	295.00	Cleared	04/30/2011
12996	04/01/2011	Brad Michael Zoanni	30.00	Cleared	04/30/2011
12997	04/01/2011	Carol Mueller	1165.00	Cleared	04/30/2011
12998	04/01/2011	Christopher Zuelsdorff	600.00	Cleared	04/30/2011
12999	04/01/2011	City Treasurer	168277.03	Cleared	04/30/2011
13000	04/01/2011	Daniel A Stoltz	1000.00	Cleared	04/30/2011
13001	04/01/2011	Daniel Stoltz	1090.00	Cleared	04/30/2011
13002	04/01/2011	Don L Volk	595.00	Cleared	04/30/2011
13003	04/01/2011	Don Volk	1095.00	Cleared	04/30/2011
13004	04/01/2011	First Interstate Bank Attn: Brian Brown	12.50	Cleared	04/30/2011
13005	04/01/2011	Francisco Soto	25.00	Cleared	04/30/2011
13006	04/01/2011	Gabriela Rehard	1590.00	Cleared	04/30/2011
13007	04/01/2011	Gabriella Rehard	500.00	Cleared	04/30/2011
13008	04/01/2011	Jacob Tuka	195.00	Cleared	04/30/2011
13009	04/01/2011	Jacob M Donahue	720.00	Cleared	04/30/2011
13010	04/01/2011	James A Mautei	1220.00	Cleared	04/30/2011
13011	04/01/2011	John Marshall Cooke	870.00	Cleared	04/30/2011
13012	04/01/2011	Johnathan Corcoran	890.00	Cleared	04/30/2011
13013	04/01/2011	Kara Bennett	720.00	Cleared	04/30/2011
13014	04/01/2011	Kara Elizabeth Nave	50.00	Cleared	04/30/2011
13015	04/01/2011	Kristi Pierce	1000.00	Cleared	05/31/2011
13016	04/01/2011	Misty Ann Aguilar	20.00	Cleared	05/31/2011
13017	04/01/2011	Municipal Services Bureau	13157.72	Cleared	04/30/2011
13018	04/01/2011	Narnae Hedin	50.00	Cleared	05/31/2011
13019	04/01/2011	Susan Stanley	295.00	Cleared	04/30/2011
13020	04/01/2011	Terra Sturgill	50.00	Cleared	04/30/2011
13021	04/01/2011	Westley Fuchs	200.00	Cleared	04/30/2011
13022	04/01/2011	Yellowstone County Treasurer	13831.94	Cleared	04/30/2011
13023	04/01/2011	Yellowstone Pawn And Trade	22.60	Cleared	04/30/2011
13024	04/08/2011	Crystal Lounge	25.00	Cleared	04/30/2011
13025	04/08/2011	Walmart	25.00	Cleared	04/30/2011
13026	04/08/2011	Walmart	85.80	Cleared	04/30/2011
13027	04/08/2011	Anita Hartman	25.00	Cleared	05/31/2011

## Check Register

Bank: US BANK - Account: 150095602101

Date Range: From 04/01/2011 to 06/30/2011

All Check Types

Sorted by Check Number

Check Number	Date	Payee	Amount	Status	Cleared
13028	04/08/2011	Assurant Health	38.75	Cleared	04/30/2011
13029	04/08/2011	Billings Police Department	24.38	Cleared	04/30/2011
13030	04/08/2011	Brad Michael Zoanni	300.00	Cleared	04/30/2011
13031	04/08/2011	Christian Paradela	35.00	Cleared	04/30/2011
13032	04/08/2011	Christopher Russell Angwin	50.00	Cleared	04/30/2011
13033	04/08/2011	Dan Losoya Villareal J	5.00	Outstanding	
13034	04/08/2011	Donald Brown	670.00	Cleared	04/30/2011
13035	04/08/2011	Donna Huffman	25.00	Cleared	05/31/2011
13036	04/08/2011	Earl L Lorash	50.00	Cleared	04/30/2011
13037	04/08/2011	JME Apartments	15.00	Cleared	05/31/2011
13038	04/08/2011	James Mamman	1095.00	Cleared	04/30/2011
13039	04/08/2011	James Richard Loveridge	460.99	Cleared	04/30/2011
13040	04/08/2011	Jared Kincaid Cook	40.00	Cleared	04/30/2011
13041	04/08/2011	Jeffrey Jay Jones	1000.00	Cleared	04/30/2011
13042	04/08/2011	Justin Paul Jones	20.00	Outstanding	
13043	04/08/2011	Katie Danette Dixon	25.00	Cleared	04/30/2011
13044	04/08/2011	Katy Whitaker	195.00	Cleared	04/30/2011
13045	04/08/2011	Kyle R Markegard	75.00	Outstanding	
13046	04/08/2011	Lance Dennis Harrison	50.00	Cleared	04/30/2011
13047	04/08/2011	Natalie Culiflower	270.00	Cleared	04/30/2011
13048	04/08/2011	Northwest Pawn	101.25	Cleared	04/30/2011
13049	04/08/2011	Paul Thomas Hudak	50.00	Cleared	04/30/2011
13050	04/08/2011	Rochelle Zaremski	15.00	Cleared	04/30/2011
13051	04/08/2011	S & P Brake And Clutch Supply	38.75	Cleared	04/30/2011
13052	04/08/2011	Sharcee Renee Kleinsasser	100.00	Cleared	04/30/2011
13053	04/08/2011	Tanya Kay Ingram	440.00	Cleared	04/30/2011
13054	04/08/2011	Wendi Noelle Largent	100.00	Cleared	04/30/2011
13055	04/14/2011	Walmart	25.00	Cleared	04/30/2011
13056	04/14/2011	Amy Maureen Young	15.00	Cleared	05/31/2011
13057	04/14/2011	Barry Wilson	900.00	Cleared	04/30/2011
13058	04/14/2011	Cash King Pawn	6.25	Cleared	04/30/2011
13059	04/14/2011	Crime Victim Compensation Program	40.00	Cleared	04/30/2011
13060	04/14/2011	Danny Hernandez	50.00	Cleared	04/30/2011
13061	04/14/2011	Daralynn Wirtala	270.00	Cleared	04/30/2011
13062	04/14/2011	Donnaleen Ganskojo	420.00	Cleared	05/31/2011
13063	04/14/2011	Drew D Marsh	1165.00	Cleared	04/30/2011

## Check Register

Bank: US BANK - Account: 150095602101

Date Range: From 04/01/2011 to 06/30/2011

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Sorted by Check Number

Check Number	Date	Payee	Amount	Status	Cleared
13064	04/14/2011	Earl Bergehahl	50.00	Cleared	04/30/2011
13065	04/14/2011	First National Pawn	6.25	Cleared	04/30/2011
13066	04/14/2011	Ginnele Brenk	965.00	Cleared	04/30/2011
13067	04/14/2011	Harley Arthur Long	80.00	Cleared	04/30/2011
13068	04/14/2011	James Jones Jr	1000.00	Cleared	04/30/2011
13069	04/14/2011	James Jones Jr.	1000.00	Cleared	04/30/2011
13070	04/14/2011	James M Downam	100.00	Cleared	04/30/2011
13071	04/14/2011	Jeff Peterson	178.74	Cleared	04/30/2011
13072	04/14/2011	Jeffrey Seborg	245.00	Cleared	05/31/2011
13073	04/14/2011	Joanne Rock Above	50.00	Cleared	04/30/2011
13074	04/14/2011	Keith Harold	295.00	Cleared	04/30/2011
13075	04/14/2011	Lacey Herbst	50.00	Cleared	04/30/2011
13076	04/14/2011	Megan Voss	500.00	Cleared	04/30/2011
13077	04/14/2011	Mellisa Rose Barnes	720.00	Cleared	04/30/2011
13078	04/14/2011	Michael Jade Story	5.00	Cleared	05/31/2011
13079	04/14/2011	Michael Shawn Webb	1675.00	Cleared	04/30/2011
13080	04/14/2011	Miguel Anthony Lopez	100.00	Cleared	04/30/2011
13081	04/14/2011	Nathan Lewis Black	15.00	Cleared	04/30/2011
13082	04/14/2011	Nathan Oliver Hinebauch	6.40	Cleared	04/30/2011
13083	04/14/2011	Oriana Ontiveros	260.00	Cleared	04/30/2011
13084	04/14/2011	Payton Lein	500.00	Cleared	04/30/2011
13085	04/14/2011	Raymond G Kelso	620.00	Cleared	04/30/2011
13086	04/14/2011	Raymond G Kelso	1165.00	Cleared	04/30/2011
13087	04/14/2011	Regina Lynne Staszak	405.00	Cleared	04/30/2011
13088	04/14/2011	Riley Edward Eliason	100.00	Cleared	05/31/2011
13089	04/14/2011	Robert Young	600.00	Cleared	04/30/2011
13090	04/14/2011	Rod Olson	25.00	Outstanding	
13091	04/14/2011	Shane Farnsworth	100.00	Cleared	05/31/2011
13092	04/14/2011	Shane Marie Seminole	50.00	Cleared	04/30/2011
13093	04/14/2011	Sherwin Williams	50.00	Cleared	04/30/2011
13094	04/14/2011	Shtiptions Big R	40.00	Cleared	04/30/2011
13095	04/14/2011	Sina Owens	742.00	Cleared	04/30/2011
13096	04/14/2011	Western Pawn	15.63	Cleared	05/31/2011
13097	04/14/2011	Wynn Pippin	1000.00	Cleared	04/30/2011
13098	04/14/2011	Wynn Pippin	1960.00	Cleared	04/30/2011
13099	04/14/2011	Zachary James Haugen	15.00	Cleared	04/30/2011

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Date Range: From 04/01/2011 to 06/30/2011

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Sorted by Check Number

Check Number	Date	Payee	Amount	Status	Cleared
13100	04/22/2011	City Of Billings	1385.01	Cleared	05/31/2011
13101	04/22/2011	Ponderosa Pawn	25.00	Cleared	05/31/2011
13102	04/22/2011	Walmart	50.00	Cleared	04/30/2011
13103	04/22/2011	Best Buy	25.00	Cleared	04/30/2011
13104	04/22/2011	Candyce Brennan	13.50	Outstanding	
13105	04/22/2011	Cash King Pawn	100.00	Cleared	04/30/2011
13106	04/22/2011	Christian Utzinger	445.00	Cleared	04/30/2011
13107	04/22/2011	Cindy Mae Buckner	50.00	Cleared	04/30/2011
13108	04/22/2011	City of Billings Animal Shelter	34.17	Cleared	05/31/2011
13109	04/22/2011	Codi Jo Pedersen	25.00	Outstanding	
13110	04/22/2011	Crime Victim Compensation Program	25.00	Cleared	04/30/2011
13111	04/22/2011	Crime Victim Compensation Program	25.00	Cleared	04/30/2011
13112	04/22/2011	Crime Victim Compensation Program	50.00	Cleared	04/30/2011
13113	04/22/2011	Crime Victim Compensation Program	196.24	Cleared	04/30/2011
13114	04/22/2011	Dylan Lindauer	47.50	Cleared	05/31/2011
13115	04/22/2011	John E Dahl	90.00	Cleared	04/30/2011
13116	04/22/2011	John Davis	50.00	Cleared	04/30/2011
13117	04/22/2011	Johnny Lindell	50.00	Outstanding	
13118	04/22/2011	Karen Geraldine Zaso	20.00	Cleared	05/31/2011
13119	04/22/2011	Nancy Ruby	15.00	Cleared	04/30/2011
13120	04/22/2011	Natasha Freeman-batt	25.00	Cleared	04/30/2011
13121	04/22/2011	Nicholas Gerald Pedersen	25.00	Outstanding	
13122	04/22/2011	Nick Travis Ott	100.00	Outstanding	
13123	04/22/2011	Paula M Ryan	50.00	Outstanding	
13124	04/22/2011	Samantha Balcom	100.00	Cleared	04/30/2011
13125	04/22/2011	Sean Michael Fucci	300.00	Cleared	04/30/2011
13126	04/22/2011	Shauna Gay Kerr	15.83	Cleared	05/31/2011
13127	04/22/2011	Shrine	32.50	Cleared	04/30/2011
13128	04/22/2011	Sommer Dawn Robison	50.00	Cleared	04/30/2011
13129	04/22/2011	Stacie M Warehime	50.00	Cleared	05/31/2011
13130	04/22/2011	Timothy Dale Nelson	45.00	Cleared	04/30/2011
13131	04/22/2011	Tom Mckenna	50.00	Cleared	04/30/2011
13132	04/22/2011	Yellowstone Pawn And Trade	37.40	Cleared	04/30/2011
13133	04/29/2011	FIRST NATIONAL PAWN	25.00	Cleared	05/31/2011
13134	04/29/2011	Motel 6	162.50	Cleared	05/31/2011
13135	04/29/2011	Alternatives	100.00	Cleared	05/31/2011

## Check Register

Bank: US BANK - Account: 150095602101

Date Range: From 04/01/2011 to 06/30/2011

All Check Types

Sorted by Check Number

Check Number	Date	Payee	Amount	Status	Cleared
13136	04/29/2011	Alvin Braley	100.00	Cleared	05/31/2011
13137	04/29/2011	Angela Robinson	500.00	Cleared	05/31/2011
13138	04/29/2011	Billings Parks, Recreation and Land	25.00	Cleared	05/31/2011
13139	04/29/2011	Billings Police	25.00	Cleared	05/31/2011
13140	04/29/2011	Bryce Widner	590.00	Cleared	05/31/2011
13141	04/29/2011	Burton Bradley	250.00	Cleared	05/31/2011
13142	04/29/2011	Catherine Jane Grott	50.00	Cleared	05/31/2011
13143	04/29/2011	City Of Billings, c/o JoLynn Yerger	75.00	Cleared	05/31/2011
13144	04/29/2011	City of Billings Animal Shelter	34.17	Cleared	05/31/2011
13145	04/29/2011	Connie Goodbear	50.00	Cleared	05/31/2011
13146	04/29/2011	Crime Victim Comp Program	286.87	Cleared	05/31/2011
13147	04/29/2011	Crime Victim Compensation Program	100.00	Cleared	05/31/2011
13148	04/29/2011	Cynthia Letender Dimich	50.00	Cleared	05/31/2011
13149	04/29/2011	Francisco Chavoya Morado	195.00	Cleared	05/31/2011
13150	04/29/2011	Guy Smith	350.00	Cleared	05/31/2011
13151	04/29/2011	Jamie Lee Schoonover	13.13	Cleared	05/31/2011
13152	04/29/2011	Jason Chase Eggebrecht	620.00	Cleared	05/31/2011
13153	04/29/2011	Jennifer Avants	50.00	Cleared	05/31/2011
13154	04/29/2011	Kohl's Corporate Loss Prevention	25.00	Cleared	05/31/2011
13155	04/29/2011	Leah Marie Mccleary	90.00	Cleared	05/31/2011
13156	04/29/2011	Lindsey Sulser	315.00	Cleared	05/31/2011
13157	04/29/2011	Lindsey Sulser	500.00	Cleared	05/31/2011
13158	04/29/2011	Mandy Mackenzie	5.00	Outstanding	
13159	04/29/2011	NAPA Distribution Center Attn: Loren Zo:	50.00	Cleared	05/31/2011
13160	04/29/2011	Nancy Ruby	500.00	Cleared	05/31/2011
13161	04/29/2011	Narnae Hedin	50.00	Outstanding	
13162	04/29/2011	Roy Elmore	75.00	Cleared	05/31/2011
13163	04/29/2011	Shauna Gay Kerr	15.83	Outstanding	
13164	04/29/2011	Shawn Sotland	10.00	Cleared	05/31/2011
13165	04/29/2011	Victor Winkel	100.00	Outstanding	
13166	04/29/2011	Wendy Kumela	390.00	Cleared	05/31/2011
13167	04/29/2011	Wendy Eubank	100.00	Outstanding	
13168	05/06/2011	Anita Hartman	25.00	Outstanding	
13169	05/06/2011	Army Navy Store	25.00	Cleared	05/31/2011
13170	05/06/2011	Brent Allen Zellers	27.00	Outstanding	
13171	05/06/2011	Carrie Buckmiller Martin	40.00	Cleared	05/31/2011

## Check Register

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Date Range: From 04/01/2011 to 06/30/2011

All Check Types

Sorted by Check Number

Check Number	Date	Payee	Amount	Status	Cleared
13172	05/06/2011	Daivd M Wagner	1050.00	Cleared	05/31/2011
13173	05/06/2011	Donald Glumbik	1000.00	Cleared	05/31/2011
13174	05/06/2011	Donna Huffman	50.00	Outstanding	
13175	05/06/2011	Edward R Hawthorne	12.50	Outstanding	
13176	05/06/2011	James Campbell	50.00	Cleared	05/31/2011
13177	05/06/2011	Jana Cruz	100.00	Cleared	05/31/2011
13178	05/06/2011	Judith Fincky	100.00	Cleared	05/31/2011
13179	05/06/2011	Justin Lee Stevens	53.99	Outstanding	
13180	05/06/2011	Kara Elizabeth Nave	100.00	Cleared	05/31/2011
13181	05/06/2011	Katie Danette Dixon	50.00	Cleared	05/31/2011
13182	05/06/2011	Kmart	25.00	Cleared	05/31/2011
13183	05/06/2011	Kristy Olson	300.00	Cleared	05/31/2011
13184	05/06/2011	Luwana S. Besel	295.00	Cleared	05/31/2011
13185	05/06/2011	MSUB Housing And Residential Life	40.00	Cleared	05/31/2011
13186	05/06/2011	Melissa Dreison	720.00	Cleared	05/31/2011
13187	05/06/2011	Natasha Freeman-batt	25.00	Cleared	05/31/2011
13188	05/06/2011	Robert A Haman	50.00	Cleared	05/31/2011
13189	05/06/2011	Sean Michael Fucci	300.00	Cleared	05/31/2011
13190	05/06/2011	Vivian Delisle	72.46	Cleared	05/31/2011
13191	05/06/2011	Western Pawn	27.54	Cleared	05/31/2011
13192	05/06/2011	Westley Fuchs	200.00	Cleared	05/31/2011
13193	05/06/2011	City Treasurer	157898.89	Cleared	05/31/2011
13194	05/06/2011	Municipal Services Bureau	5194.40	Cleared	05/31/2011
13195	05/06/2011	Yellowstone County Treasurer	13703.22	Cleared	05/31/2011
13196	05/13/2011	Aibertsons	400.00	Cleared	05/31/2011
13197	05/13/2011	Crystal Lounge	25.00	Outstanding	
13198	05/13/2011	Walmart	50.00	Cleared	05/31/2011
13199	05/13/2011	1st National Pawn	10.00	Cleared	05/31/2011
13200	05/13/2011	Albert Beltran	5.00	Cleared	05/31/2011
13201	05/13/2011	Arby's	20.00	Outstanding	
13202	05/13/2011	Betty L Thompson	295.00	Cleared	05/31/2011
13203	05/13/2011	Brenda Dugas	1015.00	Cleared	05/31/2011
13204	05/13/2011	Carl Shammel	446.77	Cleared	05/31/2011
13205	05/13/2011	Chandler Charles Mccuen	15.00	Cleared	05/31/2011
13206	05/13/2011	City Of Billings	25.00	Cleared	05/31/2011
13207	05/13/2011	Crime Victim Compensation	120.00	Cleared	05/31/2011

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Date Range: From 04/01/2011 to 06/30/2011

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Sorted by Check Number

Check Number	Date	Payee	Amount	Status	Cleared
13208	05/13/2011	Crime Victim Compensation Program	50.00	Cleared	05/31/2011
13209	05/13/2011	Daniell Zahn Salcido	25.00	Outstanding	
13210	05/13/2011	Debra S Weber	1085.00	Cleared	05/31/2011
13211	05/13/2011	Doran Cerovski	5.00	Cleared	05/31/2011
13212	05/13/2011	Earl Bergehahl	95.00	Cleared	05/31/2011
13213	05/13/2011	Eric Lee Dennis	200.00	Cleared	05/31/2011
13214	05/13/2011	Francisco Soto	25.00	Cleared	05/31/2011
13215	05/13/2011	Gabriella Rehard	2310.00	Cleared	05/31/2011
13216	05/13/2011	Gary Nichols	1460.00	Cleared	05/31/2011
13217	05/13/2011	Henry Murray Dater II	125.00	Cleared	05/31/2011
13218	05/13/2011	Henry Murray Dater II	720.00	Cleared	05/31/2011
13219	05/13/2011	Jared Maloney	375.00	Cleared	05/31/2011
13220	05/13/2011	Jay Lee Delcamp	420.00	Cleared	05/31/2011
13221	05/13/2011	Jeff Malby	5.00	Outstanding	
13222	05/13/2011	Jeffrey Scott Hayden	235.00	Cleared	05/31/2011
13223	05/13/2011	Joanne Rock Above	50.00	Cleared	05/31/2011
13224	05/13/2011	Jodi Waurio	15.00	Cleared	05/31/2011
13225	05/13/2011	Johnny Lindell	50.00	Outstanding	
13226	05/13/2011	Leonard E Kenney	30.00	Cleared	05/31/2011
13227	05/13/2011	Michaela Meyers	100.00	Cleared	05/31/2011
13228	05/13/2011	Richard Doherty	1415.00	Cleared	05/31/2011
13229	05/13/2011	Sean Mahoney	620.00	Cleared	05/31/2011
13230	05/13/2011	Sommer Dawn Robison	50.00	Cleared	05/31/2011
13231	05/13/2011	Stacey Atkinson	195.00	Outstanding	
13232	05/13/2011	Tailwind Management	50.00	Outstanding	
13233	05/13/2011	Teresa Marchant	25.00	Outstanding	
13234	05/13/2011	Tracie Lutzen	50.00	Outstanding	
13235	05/13/2011	Triston William Miller	15.00	Outstanding	
13236	05/13/2011	Vernon Breece Anderson	870.00	Cleared	05/31/2011
13237	05/13/2011	Wendy Hanson	1000.00	Cleared	05/31/2011
13238	05/13/2011	Wild West Saloon	69.00	Outstanding	
13239	05/20/2011	Shopko	1.29	Outstanding	
13240	05/20/2011	Amber Leigh Heppler	993.95	Cleared	05/31/2011
13241	05/20/2011	Ashley Kirkpatrick	255.00	Cleared	05/31/2011
13242	05/20/2011	Candyce Brennan	17.50	Outstanding	
13243	05/20/2011	Cari Luhman	100.00	Cleared	05/31/2011

## Check Register

Bank: US BANK - Account: 150095602101

Date Range: From 04/01/2011 to 06/30/2011

All Check Types

Sorted by Check Number

Check Number	Date	Payee	Amount	Status	Cleared
13244	05/20/2011	Christine Helen Baker	50.00	Cleared	05/31/2011
13245	05/20/2011	Christopher Remington	1095.00	Voided	05/31/2011
13246	05/20/2011	Cody Robert Jura	70.00	Outstanding	
13247	05/20/2011	Crime Victim Compensation Program	25.00	Outstanding	
13248	05/20/2011	Crime Victim Compensation Program	25.00	Voided	05/31/2011
13249	05/20/2011	Crime Victim Compensation Program	200.00	Voided	05/31/2011
13250	05/20/2011	Cynthia Letender Dimich	100.00	Cleared	05/31/2011
13251	05/20/2011	Dylan Lindauer	50.00	Cleared	05/31/2011
13252	05/20/2011	First National Pawn	22.00	Cleared	05/31/2011
13253	05/20/2011	Gera Ann Feist	19.00	Outstanding	
13254	05/20/2011	JME Apartments	15.00	Outstanding	
13255	05/20/2011	Jacob Robert Zeiler	44.20	Cleared	05/31/2011
13256	05/20/2011	Jacob Robert Zeiler	50.00	Cleared	05/31/2011
13257	05/20/2011	Jana Cruz	200.00	Outstanding	
13258	05/20/2011	Karen Geraldine Zaso	20.00	Cleared	05/31/2011
13259	05/20/2011	Kay Marker	1665.00	Cleared	05/31/2011
13260	05/20/2011	Lacey Herbst	50.00	Voided	05/31/2011
13261	05/20/2011	MSUB Housing And Residential Life	40.00	Outstanding	
13262	05/20/2011	Michael Robinson	295.00	Voided	05/31/2011
13263	05/20/2011	Michelle Rose Bailey	171.14	Voided	05/31/2011
13264	05/20/2011	Paul Thomas Hudak	35.00	Voided	05/31/2011
13265	05/20/2011	Paula M Ryan	50.00	Outstanding	
13266	05/20/2011	Richard Doherty	1040.00	Cleared	05/31/2011
13267	05/20/2011	S & P Brake And Clutch Supply	202.64	Voided	05/31/2011
13268	05/20/2011	Sandra Harmon	25.00	Outstanding	
13269	05/20/2011	Vivian Delisle	18.12	Outstanding	
13270	05/20/2011	Wendi Noelle Largent	100.00	Outstanding	
13271	05/20/2011	Western Pawn	6.88	Outstanding	
13272	05/20/2011	Yellowstone Pawn & Trade	25.00	Cleared	05/31/2011
13273	05/26/2011	Paul Thomas Hudak	35.00	Outstanding	05/31/2011
13274	05/26/2011	Michelle Rose Bailey	171.14	Cleared	05/31/2011
13275	05/26/2011	Michael Robinson	295.00	Outstanding	
13276	05/26/2011	Lacey Herbst	50.00	Outstanding	05/31/2011
13277	05/26/2011	Crime Victim Compensation Program	200.00	Outstanding	05/31/2011
13278	05/26/2011	Crime Victim Compensation Program	25.00	Outstanding	05/31/2011
13279	05/26/2011	Christopher Remington	1095.00	Cleared	05/31/2011

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Sorted by Check Number

Check Number	Date	Payee	Amount	Status	Cleared
13280	05/27/2011	S & P Brake And Clutch Supply	202.64	Outstanding	
13281	05/27/2011	Walmart	50.00	Outstanding	
13282	05/27/2011	Afton Harden	195.00	Voided	
13283	05/27/2011	Alvin Braley	50.00	Outstanding	
13284	05/27/2011	Amber Tew	38.53	Outstanding	
13285	05/27/2011	Barry Wilson	50.00	Outstanding	
13286	05/27/2011	Best Buy	25.00	Outstanding	
13287	05/27/2011	Big Bear	69.00	Outstanding	
13288	05/27/2011	Billings Parks, Recreation and Land	25.00	Outstanding	
13289	05/27/2011	Bryan Wallace	135.00	Outstanding	
13290	05/27/2011	Catherine Jane Grott	100.00	Cleared	05/31/2011
13291	05/27/2011	City Of Billings, c/o JoLynn Yerger	150.00	Outstanding	
13292	05/27/2011	Coral Stief Creek	50.00	Outstanding	
13293	05/27/2011	Country Inn & Suites	25.00	Cleared	05/31/2011
13294	05/27/2011	Crime Victim Comp Program	286.87	Outstanding	
13295	05/27/2011	Crime Victim Compensation Program	25.00	Outstanding	
13296	05/27/2011	Crime Victim Compensation Program	50.00	Outstanding	
13297	05/27/2011	Crime Victim Compensation Program	100.00	Outstanding	
13298	05/27/2011	David Anderson	720.00	Outstanding	
13299	05/27/2011	Donna Huffman	25.00	Outstanding	
13300	05/27/2011	Dustin Lee Flynn	50.00	Outstanding	
13301	05/27/2011	Dustin Lee Flynn	295.00	Outstanding	
13302	05/27/2011	Gregory Nicholas Letz	30.00	Outstanding	
13303	05/27/2011	Holiday Store	35.00	Cleared	05/31/2011
13304	05/27/2011	Jamie Lee Schoonover	13.13	Outstanding	
13305	05/27/2011	Jennifer Avants	50.00	Cleared	05/31/2011
13306	05/27/2011	Joseph Reyna	195.00	Outstanding	
13307	05/27/2011	Kohl's Corporate Loss Prevention	25.00	Outstanding	
13308	05/27/2011	Laurie Ashley	720.00	Outstanding	
13309	05/27/2011	Leonard E Kenney	30.00	Cleared	05/31/2011
13310	05/27/2011	Lin Lin	95.00	Cleared	05/31/2011
13311	05/27/2011	Lin Lin	590.00	Cleared	05/31/2011
13312	05/27/2011	Lucy Ann Hope	225.00	Outstanding	
13313	05/27/2011	Mary Ackerman	100.00	Cleared	05/31/2011
13314	05/27/2011	Michael Hoffman	10.00	Outstanding	
13315	05/27/2011	Moustapha Cesaire	905.00	Outstanding	

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Sorted by Check Number

Check Number	Date	Payee	Amount	Status	Cleared
13316	05/27/2011	Narnae Hedin	50.00	Outstanding	
13317	05/27/2011	Sherwin Williams	50.00	Outstanding	
13318	05/27/2011	Teresa Wegner	295.00	Outstanding	
13319	05/27/2011	Terra Moselle Sturgill	11.47	Outstanding	
13320	05/27/2011	Troy James Lawson	305.00	Cleared	05/31/2011
13321	05/27/2011	Vaclav Trnka	25.00	Outstanding	
13322	05/27/2011	Wendy Kumela	95.00	Outstanding	
13323	06/03/2011	Target	19.38	Outstanding	
13324	06/03/2011	Alternatives	50.00	Outstanding	
13325	06/03/2011	Army Navy Store	12.50	Outstanding	
13326	06/03/2011	Assurant Health	38.75	Outstanding	
13327	06/03/2011	Barbara J Herrick	1095.00	Outstanding	
13328	06/03/2011	Billings Police	25.00	Outstanding	
13329	06/03/2011	Billings Police Department	38.75	Outstanding	
13330	06/03/2011	Cindy Mae Buckner	100.00	Outstanding	
13331	06/03/2011	City Treasurer	129603.62	Outstanding	
13332	06/03/2011	Connie Goodbear	50.00	Outstanding	
13333	06/03/2011	Crime Victim Compensation Program	3038.00	Outstanding	
13334	06/03/2011	Earl L Lorash	50.00	Outstanding	
13335	06/03/2011	Ed William Apedaile	1010.00	Outstanding	
13336	06/03/2011	Katie Danette Dixon	25.00	Outstanding	
13337	06/03/2011	Kay Matthews	295.00	Outstanding	
13338	06/03/2011	Kmart	25.00	Outstanding	
13339	06/03/2011	Kristi Schaffer	1000.00	Outstanding	
13340	06/03/2011	Lacey Herbst	50.00	Outstanding	
13341	06/03/2011	MSUB Housing And Residential Life	25.00	Outstanding	
13342	06/03/2011	MSUB Housing And Residential Life	100.00	Outstanding	
13343	06/03/2011	Michele Fisher	250.00	Outstanding	
13344	06/03/2011	Municipal Services Bureau	8172.83	Outstanding	
13345	06/03/2011	NAPA Distribution Center Attn: Loren Zo	50.00	Outstanding	
13346	06/03/2011	Natasha Freeman-batt	25.00	Outstanding	
13347	06/03/2011	Retail Partners, LLC	115.00	Outstanding	
13348	06/03/2011	S & P Brake And Clutch Supply	132.66	Outstanding	
13349	06/03/2011	Sharcee Renee Kleinsasser	84.80	Outstanding	
13350	06/03/2011	Shawn Solland	84.00	Outstanding	
13351	06/03/2011	Tailwind Management	25.00	Outstanding	

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All Check Types

Sorted by Check Number

Check Number	Date	Payee	Amount	Status	Cleared
13352	06/03/2011	Thomas John Walker	190.00	Outstanding	
13353	06/03/2011	Tracey Foster	295.00	Outstanding	
13354	06/03/2011	Vivian Delisie	18.12	Outstanding	
13355	06/03/2011	Western Pawn	6.88	Outstanding	
13356	06/03/2011	Westley Fuchs	200.00	Outstanding	
13357	06/03/2011	Yellowstone County Treasurer	10691.90	Outstanding	
13358	06/10/2011	JC PENNYS	51.97	Outstanding	
13359	06/10/2011	Walmart	25.00	Outstanding	
13360	06/10/2011	1st National Pawn	10.00	Outstanding	
13361	06/10/2011	Alvin Braley	50.00	Outstanding	
13362	06/10/2011	Amy Willis	15.00	Outstanding	
13363	06/10/2011	Anita Hartman	25.00	Outstanding	
13364	06/10/2011	Billings Hotel	209.00	Outstanding	
13365	06/10/2011	Bruce Thomas	50.00	Outstanding	
13366	06/10/2011	Coral Stief Creek	50.00	Outstanding	
13367	06/10/2011	Crime Victim Compensation	35.61	Outstanding	
13368	06/10/2011	Crime Victim Compensation Program	27.47	Outstanding	
13369	06/10/2011	Crime Victim Compensation Program	45.00	Outstanding	
13370	06/10/2011	Crime Victim Compensation Program	50.00	Outstanding	
13371	06/10/2011	Debra Reger	555.00	Outstanding	
13372	06/10/2011	Earl Bergehahl	100.00	Outstanding	
13373	06/10/2011	Edward Hamilton	1015.00	Outstanding	
13374	06/10/2011	Erin Jean Clark	360.00	Outstanding	
13375	06/10/2011	Harry Garberg	790.00	Outstanding	
13376	06/10/2011	Jennifer Keeland	22.53	Outstanding	
13377	06/10/2011	Jeremiah Paul Stewart	50.00	Outstanding	
13378	06/10/2011	Justin Daniel Williams	245.00	Outstanding	
13379	06/10/2011	Kelly Dahlquist	395.00	Outstanding	
13380	06/10/2011	Leah Joelle Hoffert	375.00	Outstanding	
13381	06/10/2011	Lucas Rodenberger	1240.00	Outstanding	
13382	06/10/2011	Michael Dean Pettis	15.00	Outstanding	
13383	06/10/2011	Mitch Byrd	50.00	Outstanding	
13384	06/10/2011	Newell Robert Schaub	15.00	Outstanding	
13385	06/10/2011	Rochelle Zaremski	25.00	Outstanding	
13386	06/10/2011	Saint Vincents Hospital	84.39	Outstanding	
13387	06/10/2011	Sherwin Williams	50.00	Outstanding	

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Bank: US BANK - Account: 150095602101

Date Range: From 04/01/2011 to 06/30/2011

All Check Types

Sorted by Check Number

Check Number	Date	Payee	Amount	Status	Cleared
13388	06/10/2011	Singh Bhupinder	15.00	Outstanding	
13389	06/10/2011	Tom Mckenna	50.00	Outstanding	
13390	06/10/2011	Tom Pointer	1500.00	Outstanding	
13391	06/10/2011	William Scott Forsch	15.00	Outstanding	
13392	06/10/2011	Zach Treiber	360.00	Outstanding	
13393	06/10/2011	Zachary Bugli	870.00	Outstanding	
13394	06/13/2011	Afton Harden	195.00	Outstanding	
13395	06/17/2011	Albertsons	50.00	Outstanding	
13396	06/17/2011	FIRST NATIONAL PAWN	25.00	Outstanding	
13397	06/17/2011	Alternatives	50.00	Outstanding	
13398	06/17/2011	Barry Wilson	50.00	Outstanding	
13399	06/17/2011	Bradley Baxter	620.00	Outstanding	
13400	06/17/2011	Bradley Banks	720.00	Outstanding	
13401	06/17/2011	Catherine Jane Grott	50.00	Outstanding	
13402	06/17/2011	City of Billings Animal Shelter	51.26	Outstanding	
13403	06/17/2011	Crime Victim Compensation Program	25.00	Outstanding	
13404	06/17/2011	Crime Victim Compensation Program	25.00	Outstanding	
13405	06/17/2011	Crime Victim Compensation Program	100.00	Outstanding	
13406	06/17/2011	Crime Victim Compensation Program	100.00	Outstanding	
13407	06/17/2011	Cynthia Flores	595.00	Outstanding	
13408	06/17/2011	Darrell Rodney Walker	100.00	Outstanding	
13409	06/17/2011	David John Jones	100.00	Outstanding	
13410	06/17/2011	Donna Huffman	50.00	Outstanding	
13411	06/17/2011	Francisco Soto	50.00	Outstanding	
13412	06/17/2011	Janice J Harpold	40.00	Outstanding	
13413	06/17/2011	Jim Noble	360.00	Outstanding	
13414	06/17/2011	Joanne Rock Above	50.00	Outstanding	
13415	06/17/2011	Johnny Lindell	50.00	Outstanding	
13416	06/17/2011	Kara Elizabeth Nave	50.00	Outstanding	
13417	06/17/2011	Karen Geraldine Zaso	20.00	Outstanding	
13418	06/17/2011	Kelly Lavonne Navarro	50.00	Outstanding	
13419	06/17/2011	Kimberlee M Stump	25.00	Outstanding	
13420	06/17/2011	Leonard E Kenney	30.00	Outstanding	
13421	06/17/2011	MSUB Housing And Residential Life	50.00	Outstanding	
13422	06/17/2011	Matthew Mcclellan	141.93	Outstanding	
13423	06/17/2011	Merissa Dovel	650.00	Outstanding	

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All Check Types

Sorted by Check Number

Check Number	Date	Payee	Amount	Status	Cleared
13424	06/17/2011	Noah David Jackson	595.00	Outstanding	
13425	06/17/2011	Paula M Ryan	50.00	Outstanding	
13426	06/17/2011	Shauna Gay Kerr	23.74	Outstanding	
13427	06/17/2011	Shiptons Big R	50.00	Outstanding	
13428	06/17/2011	Sommer Dawn Robison	50.00	Outstanding	
13429	06/17/2011	Stacie M Warehime	50.00	Outstanding	
13430	06/17/2011	Steven Ryan Dorland	25.00	Outstanding	
13431	06/17/2011	Teresa Marchant	25.00	Outstanding	
13432	06/17/2011	Wendy Eubank	30.00	Outstanding	
13433	06/24/2011	Walmart	50.00	Outstanding	
13434	06/24/2011	Beth Loewen	250.00	Outstanding	
13435	06/24/2011	Billings Parks, Recreation and Land	25.00	Outstanding	
13436	06/24/2011	Billings Police	25.00	Outstanding	
13437	06/24/2011	Brandon Fox	1095.00	Outstanding	
13438	06/24/2011	Brenda Frisbie	405.00	Outstanding	
13439	06/24/2011	Christopher Remington	1095.00	Outstanding	
13440	06/24/2011	Cory Dunning	445.00	Outstanding	
13441	06/24/2011	Crime Victim Comp Program	286.87	Outstanding	
13442	06/24/2011	Crime Victim Compensation Program	35.70	Outstanding	
13443	06/24/2011	Crystal Lounge	25.00	Outstanding	
13444	06/24/2011	Daniell Zahn Salcido	25.00	Outstanding	
13445	06/24/2011	Dylan Lindauer	50.00	Outstanding	
13446	06/24/2011	Ed Doka	555.00	Outstanding	
13447	06/24/2011	JME Apartments	15.00	Outstanding	
13448	06/24/2011	Jamie Lee Schoonover	13.13	Outstanding	
13449	06/24/2011	Jared T Tuka	500.00	Outstanding	
13450	06/24/2011	Jennifer Avants	50.00	Outstanding	
13451	06/24/2011	Jennifer Keeland	29.30	Outstanding	
13452	06/24/2011	Jesse James Higareda	150.00	Outstanding	
13453	06/24/2011	Leanne Yucha	50.00	Outstanding	
13454	06/24/2011	Natasha Freeman-batt	25.00	Outstanding	
13455	06/24/2011	Nicholas Gerald Pedersen	200.00	Outstanding	
13456	06/24/2011	Paul Thomas Hudak	17.50	Outstanding	
13457	06/24/2011	Peggy Visser	395.00	Outstanding	
13458	06/24/2011	Robert Papin	1000.00	Outstanding	
13459	06/24/2011	Steve Whitman	50.00	Outstanding	

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All Check Types

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Check Number	Date	Payee	Amount	Status	Cleared
13460	06/24/2011	Tabitha Fresca	295.00	Outstanding	
13461	06/24/2011	Terri Jones Ates	25.00	Outstanding	
13462	06/24/2011	Tod Martin Allard	13.00	Outstanding	
13463	06/24/2011	Vaclav Trnka	25.00	Outstanding	
13464	06/29/2011	FIRST NATIONAL PAWN	12.50	Outstanding	
13465	06/29/2011	Holiday Station	20.02	Outstanding	
13466	06/29/2011	Best Buy	25.00	Outstanding	
13467	06/29/2011	City Of Billings, c/o JoLynn Yerger	75.00	Outstanding	
13468	06/29/2011	City Treasurer	124538.76	Outstanding	
13469	06/29/2011	Crime Victim Compensation	25.00	Outstanding	
13470	06/29/2011	Edward R Hawthorne	12.50	Outstanding	
13471	06/29/2011	Jared Kincaid Cook	300.00	Outstanding	
13472	06/29/2011	Joanna Frickle	720.00	Outstanding	
13473	06/29/2011	Kelly Weber	240.00	Outstanding	
13474	06/29/2011	Kelly Weber	240.00	Outstanding	
13475	06/29/2011	Kmart	25.00	Outstanding	
13476	06/29/2011	Maragret Romero	250.00	Outstanding	
13477	06/29/2011	Municipal Services Bureau	7187.89	Outstanding	
13478	06/29/2011	NAPA Distribution Center Attn: Loren Zo	50.00	Outstanding	
13479	06/29/2011	Narnae Hedin	50.00	Outstanding	
13480	06/29/2011	Rachel Audet	350.00	Outstanding	
13481	06/29/2011	Renee Hughey	545.00	Outstanding	
13482	06/29/2011	Ryan Joseph Jabalera	110.00	Outstanding	
13483	06/29/2011	Sandra Ann Ward	465.00	Outstanding	
13484	06/29/2011	Sandra Ann Ward	595.00	Outstanding	
13485	06/29/2011	Tammy Degele	270.00	Outstanding	
13486	06/29/2011	Warren Tanner	500.00	Outstanding	
13487	06/29/2011	Yellowstone County Treasurer	10426.33	Outstanding	
Number checks: 496			Total	<u>779335.49</u>	

**Regular City Council Meeting**

**Meeting Date:** 07/25/2011

**TITLE:** Special Review #890 - Public Hearing - Stockman Bank 1403 Grand Avenue

**PRESENTED BY:** Candi Beaudry

**Department:** Planning & Community Services

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**Information**

**PROBLEM/ISSUE STATEMENT**

This is a request for a special review to allow a drive-through service in a Community Commercial (CC) zone across the alley from a residential zone and to allow the use of property zoned Residential 6,000 (R-60) for public parking on property generally located on the northwest corner of the intersection of Grand Avenue and 14th Street West. The property with frontage on Grand Avenue is zoned Community Commercial (CC) and the property on Avenue B is zoned Residential 6,000 (R-60). The total area for the development is 49,000 square feet and is legally described as Lots 1 through 12 and 47 and 48, Block 2, Evergreen Subdivision. The Zoning Commission conducted a public hearing on July 5, 2011, and is forwarding a recommendation of conditional approval on a 4 to 0 vote.

**ALTERNATIVES ANALYZED**

The Planning Division reviewed this application and recommended conditional approval to the Zoning Commission. Before a recommendation of approval or conditional approval can be made, each special review request must demonstrate conformance with three primary criteria: 1) the application complies with all parts of the Unified Zoning Regulations, 2) the application is consistent with the objectives and purposes of the Unified Zoning Regulations and the 2008 Growth Policy, and 3) is compatible with surrounding land uses and is otherwise screened and separated from adjacent land to minimize adverse impacts. This application conforms to the first criteria, in so far, that it meets required setbacks and does not exceed maximum lot coverage. The application is conforming to the purpose of the regulations and the 2008 Growth Policy. The development will fill in an existing vacant structure in an established neighborhood in Billings. Drive-through services adjacent to residential uses and parking lots in residential zoning are both allowed with special review approval. The City Council has approved several special reviews for drive through services along Grand Avenue. The City Council also has approved parking in residential zoning districts for Grand Avenue businesses.

The application also conforms to the second and third criteria. The submitted drawing with this application appears to meet all zoning requirements for setbacks, lot coverage and building height. The development is consistent with goals of the 2008 Growth Policy, specifically the goal of encouraging in-fill and developments that are consistent with neighborhoods and adjacent land uses. The proximity to the residential neighborhood requires special attention to site development details such as signage, lighting, screening and landscaping.

The Zoning Commission concurred with the Planning staff recommendation and is forwarding conditions for this special review based on the approval criteria for special review uses. The Zoning Commission is recommending conditions below to address signage, lighting, landscaping, screening and traffic flow.

## PROPOSED CONDITIONS

1. The special review approval shall be limited to Lots 1-12, 47 and 48, Block 2, Evergreen Subdivision, generally located at 1403 – 1423 Grand Avenue and 1404 Avenue B.
2. Any expansion of the proposed building, building occupancy or parking lot greater than 10 percent of what is shown on the submitted site plan will require an additional special review approval.
3. The development of the property shall be in substantial conformance with the submitted site plan.
4. All site lighting on the buildings and in parking areas shall have full cut-off shields so lighting is projected to the ground or onto the building façade and not on to adjacent properties.
5. All outdoor mechanical equipment shall be screened including but not limited to air-conditioning units.
6. The directional signs shown at the drive approaches shall be non-illuminated. The directional signs shall be 30 inches in height or less. The new freestanding sign on Grand Avenue will require a sign permit.
7. The new 3-foot fence shown on the west property line of Lot 12, Block 2 will be matte or flat finish materials.
8. The applicant will install and continuously maintain a 6 foot sight-obscuring fence along the north side of the alley along Lots 37 through 46 of Block 2, Evergreen Subdivision. The applicant will work with the adjacent residential property owners to accommodate gates and desired materials. Matte or flat finished materials are required.
9. The applicant will install and continuously maintain a 6-foot sight-obscuring fence along the west property line of 1404 Avenue B (staff parking lot). Matte or flat finished materials are required. The fence will drop from 6 feet to 30 inches 15 feet behind the sidewalk on Avenue B.
10. All deciduous trees shown on the site plan shall be large enough at the time of planting to have all lower branches trimmed up to 8 feet above finished grade.
11. The applicant or agent(s) shall secure a demolition permit from the Building Division prior to starting demolition of the existing structures.
12. Construction or demolition activities shall not start prior to 8 am or continue after 8 pm.
13. The applicant will post “Right Turn Only” signs and pavement markings at the drive approaches/exits on to Grand Avenue.
14. The applicant will install a “Do Not Enter” sign at the alley approach from the staff parking lot on Avenue B. Any lighting installed in the staff parking lot on Avenue B shall be bollard style lighting of a maximum 44 inches in height.
15. All landscaping shall be a minimum of 75% living materials and continuously maintained. Dead plant materials shall be replaced in kind within the same growing season.
16. The applicant will pave and provide drainage for the entire width of the alley from 14th Street West to the west property lines of Lot 12 and Lot 37, Block 2 Evergreen Subdivision.
17. These conditions of special review approval shall run with the land described in this authorization and shall apply to all current and subsequent owners, operators, managers, lease holders, heirs and assigns.
18. The proposed development shall comply with all other limitations of Section 27-613 of the Unified Zoning Regulations concerning special review uses, and all other City of Billings regulations and ordinances that apply.

**\*\*NOTE\*\*** Approval of this Special Review does not constitute approval of a building permit, sign permit or fence permit. Compliance with all applicable local codes will be reviewed at the building permit level. This application is for a Special Review as noted above and no other request is being considered with this application. The Planning Division points out that the use and development of the property must be in accordance with the submitted site plan.

## **FINANCIAL IMPACT**

Approval of the special review will allow the applicant to move the project forward to the building permit application and construction process. The new development will increase property tax revenue of the lots.

## **BACKGROUND**

This is a request for a special review to allow the construction of a new Stockman Bank and drive-through in a CC zone adjacent to a residential zone and the construction of a staff parking lot in a R-60 zone on the northwest corner of the intersection of Grand Avenue and 14th Street West. The project would include the demolition of the former Movie Gallery building, 2 single family dwellings and a small office building. One of the single family dwellings is located on Grand Avenue and not suitable for residential use due to traffic volume, speed and age of the structure. The small office building is also reaching its expected building life – it was originally constructed in 1950. The second single-family dwelling is located at 1404 Avenue B and will be removed to make room for the proposed staff parking lot. The site plan indicates changes in drive approaches on Grand Avenue, landscaping, screening and new pavement in the alley. The proposed bank will be similar to other Stockman Bank buildings in Billings and will have 6 drive-through lanes.

The property to the west is the Tire Rama and is zoned CC. Property to the east is zoned CC and is a multi-tenant plaza. Property south of Grand Avenue is also zoned CC and includes a Walgreen's, O'Reilly Auto Parts and Harbor Freight Tools. Property north of the alley is zoned R-60 and some residences use the alley to access rear yards or garages. Most have fences along the alley although some are not sight-obscuring solid fences or 6 feet in height.

Grand Avenue is a principal arterial street that carries approximately 22,360 vehicle trips per day. 14th Street West is a local street and traffic counts just north of Broadwater in 2008 measured approximately 4,900 vehicle trips per day. 14th Street West and Grand Avenue is a fully signalized intersection with center turn lanes on Grand for north bound and south bound traffic movements. A traffic impact study presented by the applicant's agent recommends two actions to handle any predicted traffic increases including signing the drive approach exits onto Grand Avenue as right-turn-only and adjusting the signal timing to allow for an acceptable level of service on Grand Avenue and 14th Street West during peak-hour traffic.

## **STAKEHOLDERS**

The Zoning Commission conducted a public hearing on July 5, 2011, and received testimony from the applicant and the agent. Three surrounding property owners attended the public hearing to ask questions regarding the application but were not in opposition to the special review. Ida Gurney of 1428 Avenue B asked if the building would be a 2-story structure and whether offices would be on the second floor. Mike Tuss of CTA, architect for Stockman Bank, affirmed the 2-story architecture and that offices with windows would be on the 2nd floor. Mrs. Gurney was concerned about bank employees staring in to the residential back yards. Rich Miller of 1410 Avenue B asked about the relocation of the power poles from the south side of the alley to the north side of the alley. His concern was related to the gates giving him and his neighbor access to the alley for pulling RVs and boats out of the back yards. Mike Tuss stated they had not heard back from Northwestern Energy on the cost of relocating the poles but assured Mr. Miller the poles would not be located to block their current or future gates for accessing their backyards. Susan Peterson of 1406 Avenue B wanted to know whether the bank will replace the sidewalk and install an ADA-compliant ramp on Avenue B when they install the staff parking lot. Pat Davies, P.E., Sanderson Stewart and agent for Stockman Bank, stated this would likely be required through the building permit and site development permit issued for the new parking lot and bank. Mr. Davies stated this would only be on the frontage for the lot on Avenue B and would not include an ADA compliant ramp on the north side of Avenue B.

## **CONSISTENCY WITH ADOPTED POLICIES OR PLANS**

Please see the Alternatives Analyzed for consistency with Policies and Plans.

## **RECOMMENDATION**

The Zoning Commission is forwarding a recommendation of conditional approval of Special Review #890 on a 4 to 0 vote.

## **APPROVED BY CITY ADMINISTRATOR**

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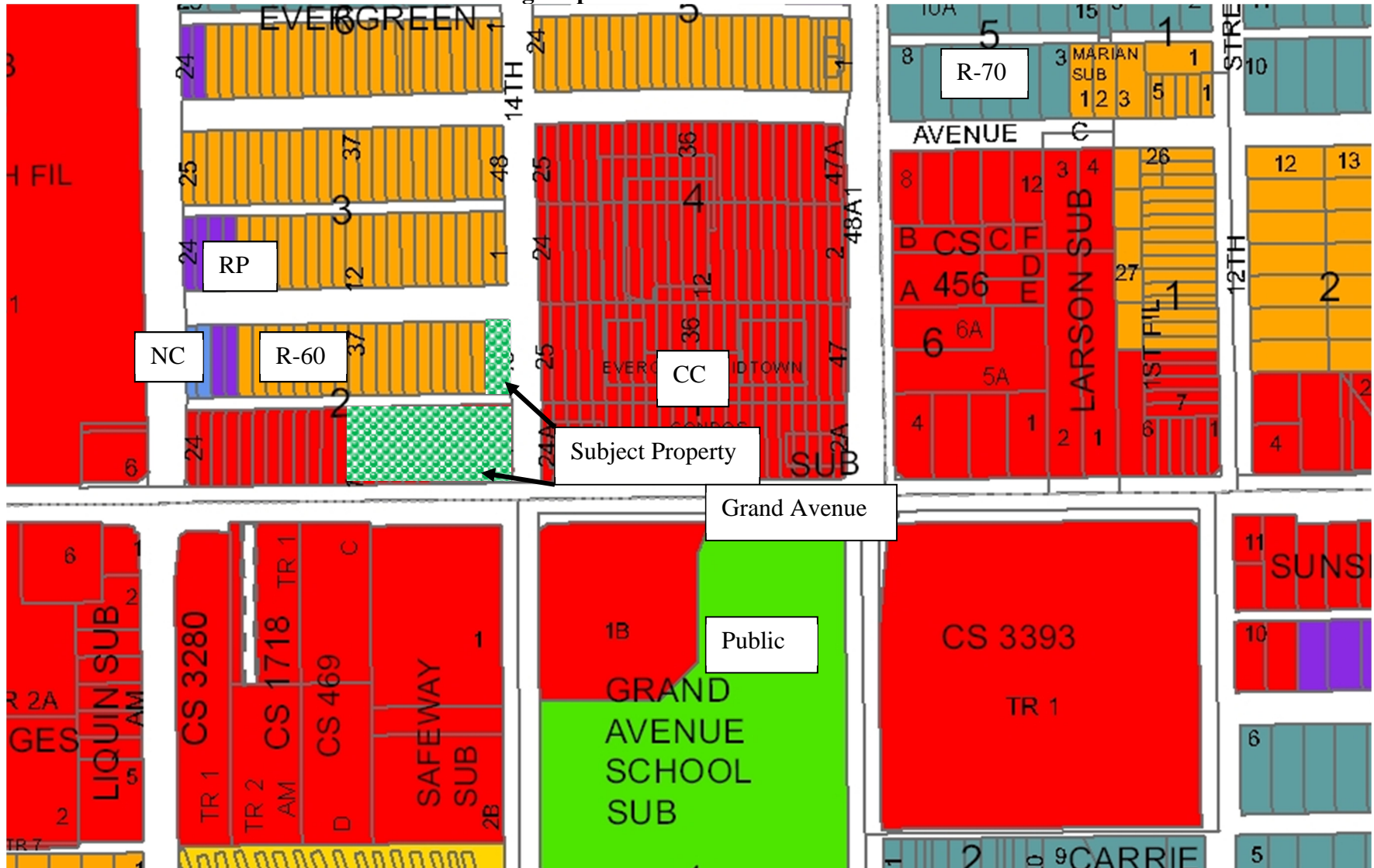
### **Attachments**

[Zoning Map](#)

[Site photos](#)

[Site Plan](#)

Attachment A  
Zoning Map – SR #890 – Stockman Bank



**Attachment B**  
**Site photos – SR #890 – Stockman Bank**



Subject property



**Attachment B, continued**  
**Site photos – SR #890- Stockman Bank**



View east at 14<sup>th</sup> St West and Grand Avenue intersection



View south west across Grand Avenue

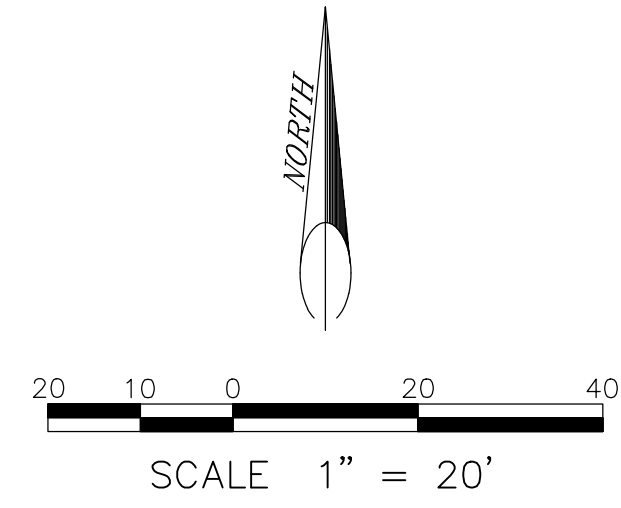
**Attachment B, continued**  
**Site photos – SR #890- Stockman Bank**



View north to alley and residential property



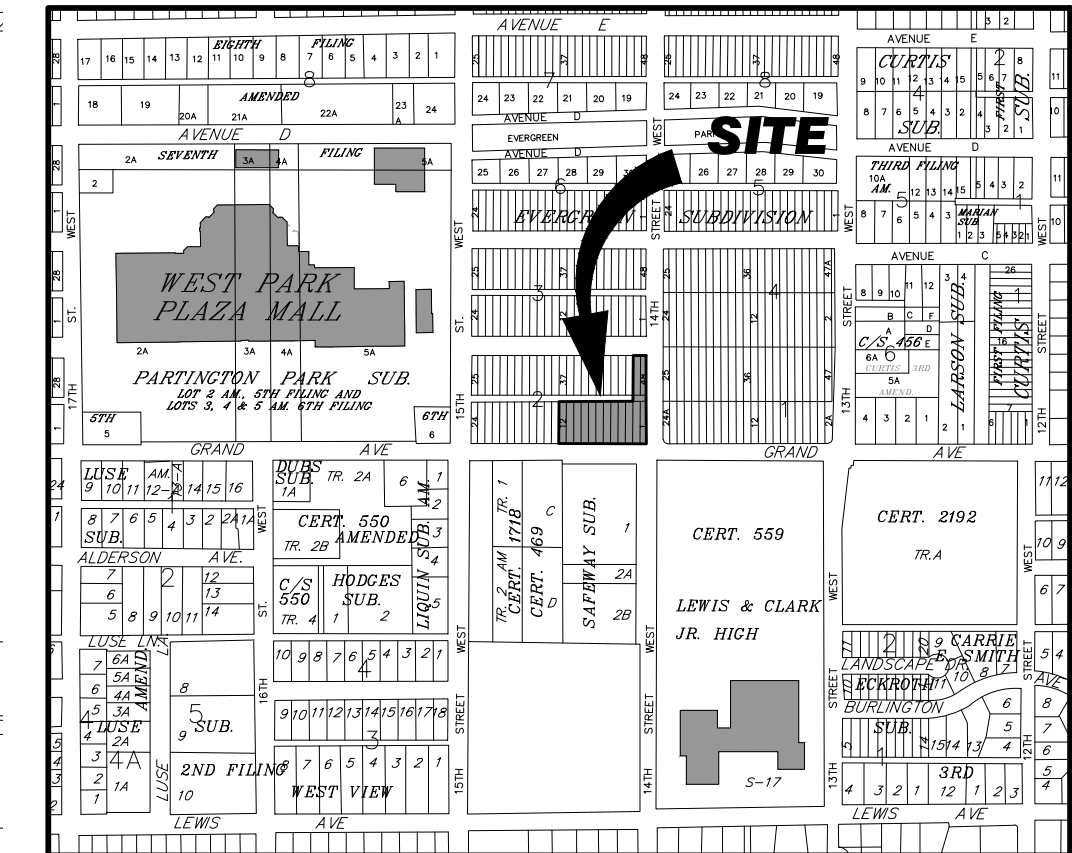
View north to alley and 1404 Avenue B



**SITE DATA**

ZONING: COMMUNITY COMMERCIAL  
FOR LOTS 1 - 12  
R 6000 FOR LOTS 47 & 48  
LOT AREA: ±48,257 Sq. Ft.  
TOTAL BUILDING AREA: ±12,000 Sq. Ft.

	REQUIRED	PROVIDED (MIN.)
FRONT SETBACK	20 ft.	±64 ft.
REAR SETBACK	0 ft.	±7.5 ft.
SIDE SETBACK	10 ft.	±94 ft.
SIDE ADJ. TO STREET SETBACK	10 ft.	±94 ft.
ARTERIAL SETBACK	60 ft.	±98 ft.
LOT COVERAGE	50% (MAX.)	±25%
LANDSCAPING	3,625 S.F.	±14,055 S.F.
OFF STREET PARKING	40 STALLS	42 STALLS
MAX. BUILDING HEIGHT	45 FEET	±34 FEET



VICINITY MAP

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

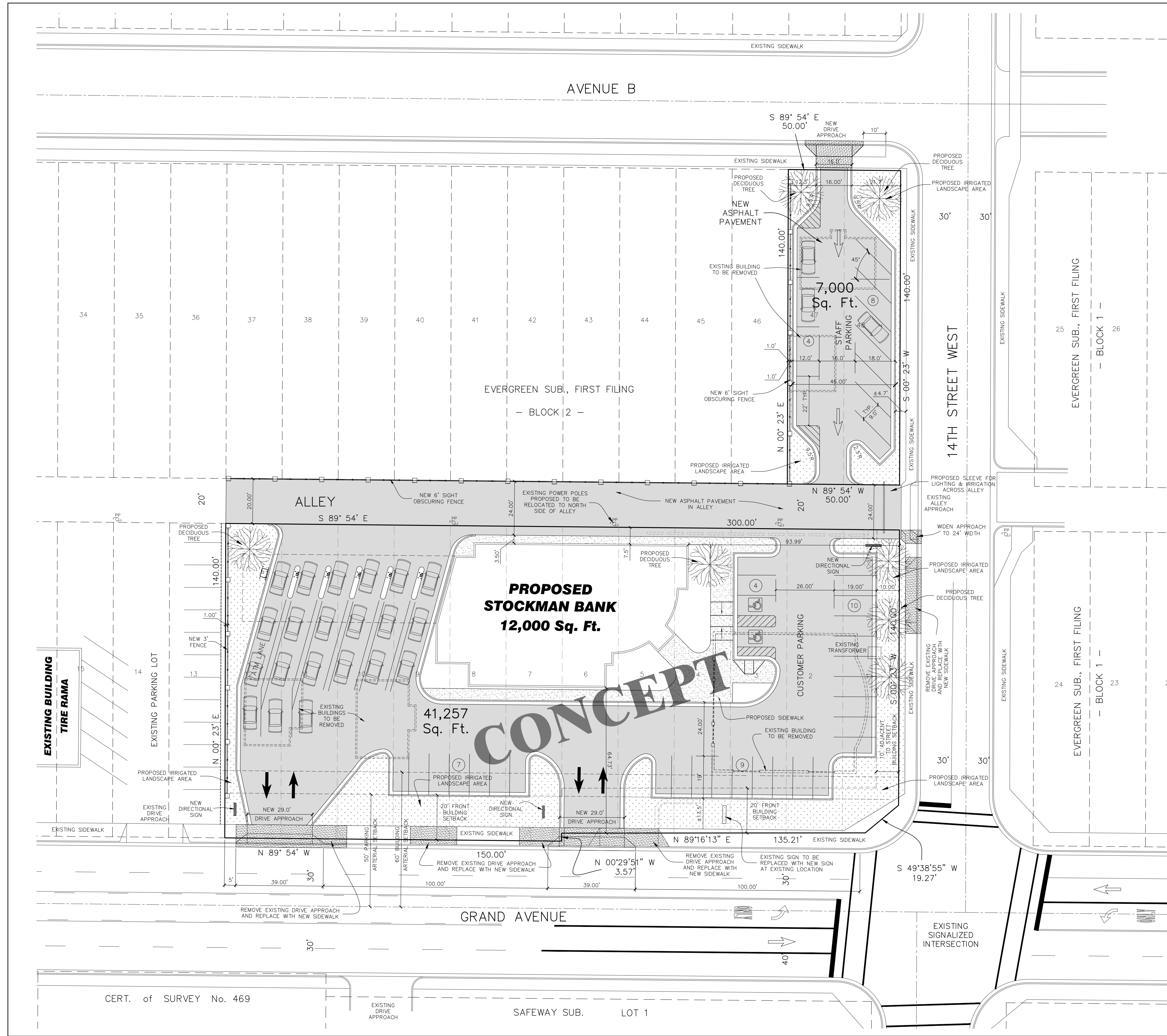
STOCKMAN BANK  
LOTS 1 - 12, 47 AND 48, BLOCK 2,  
EVERGREEN SUBDIVISION, FIRST FILING  
BILLINGS, MONTANA

PROPOSED SITE PLAN

C.A.D.: LLK  
DATE: 5/19/11  
REVISIONS: 6/6/11

APPROVED BY:  
QUALITY ASSURANCE:

SCALE: 1" = 20'  
FILE: STOCKMAN-GRAND-BASE-A1-7A  
PROJECT NO.: 78015.13  
SHEET 1 OF 1



CERT. of SURVEY No. 469

SAFeway SUB. LOT 1

P:\P\10\_14\2010\78015.13\_Stockman\_Bank\_P\PROJECTS\CD\BASE\ENR\STOCKMAN GRAND BASE-A1-7A.dwg DATE: 6/6/11 11:37 AM author: ARD G 15629 1400 miles 11.0385

**Regular City Council Meeting**

**Meeting Date:** 07/25/2011

**TITLE:** Zone Change #877 - Public Hearing and 1st reading - 3210 Henesta Drive

**PRESENTED BY:** Candi Beaudry

**Department:** Planning & Community Services

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**Information**

**PROBLEM/ISSUE STATEMENT**

This is a zone change request from Planned Development – Neighborhood Commercial to Planned Development – Neighborhood Commercial with an allowance for the on-premise sale of beer and wine without gaming and the provision of catering services. The application is for a 37,739 square foot parcel of land described as Lot 3, Block 40, Harvest Subdivision, 4th Filing located generally at 3210 Henesta Drive. The property is owned by Steel Properties, Ronald Steel, President and is represented by Siam Thai, LLC and Andrew Billstein, Billstein Law Firm. The agents and owner conducted a pre-application neighborhood meeting on May 31, 2011 and a preliminary review meeting was held by city staff on June 23, 2011. The pre-application meeting notes are included as Attachment C. The Zoning Commission held a public hearing on July 5, 2011, and is recommending approval on a 4 to 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 change the Planned Development zoning restrictions on this property in order to obtain a liquor license to serve beer and wine at the Siam Thai Restaurant at 3210 Henesta Drive. The underlying zoning district of Neighborhood Commercial (NC) does not allow on-premise consumption of beer or wine. Beer and wine is allowed to be sold for off-premise consumption. The applicant requested a zoning clarification from the Planning Division in February 2011 to determine whether beer and wine sales were allowed in a restaurant. The Planning Division provided information to the applicant at that time indicating that beer and wine sales for on premise consumption could be allowed and the business owner began the process of obtaining a beer and wine license for the restaurant. The Department of Revenue submitted a copy of the beer and wine license application for Planning Division review in April 2011. It was discovered at that time the underlying zoning of NC would not allow on-premise consumption of beer and wine. The applicant would like to move forward and obtain the license, and the Planning Division staff has suggested the owner and applicant submit the

Planned Development zone change to make this specific change for Lot 3, Block 40 of Harvest Subdivision 4th Filing. No expansion of the floor area is contemplated. Review by the City Building Division and Fire Department indicates no building improvements are required for the proposed beer and wine license. No site improvements are necessary to provide additional parking at this time.

A similar change to the underlying NC zone was approved for lots on the north side of Henesta Drive to allow for larger retail stores (over 3,000 square feet) and to allow two specific uses not otherwise allowed in the NC zone. The owner wants to remove the restrictions related to on-premise consumption of beer and wine in restaurants. The NC zoning district does not allow this use, however the Community Commercial (CC) zoning district does allow on-premise beer and wine in restaurants without a special review approval as long as the 600-foot separation distance to churches, schools and parks with playgrounds is met. This location appears to meet the required 600-foot separation to these other uses. Neighborhood Commercial does allow grocery stores and convenience stores to sell liquor for off-premise consumption.

Henesta Drive is a local street and traffic counts are variable but provides the only vehicle access for businesses on the 3200 block of the street since no vehicle access is provided on King Avenue West. King Avenue West at this location carries over 10,000 vehicles per day and 32nd Street West carries over 8,500 vehicles per day. Both streets are capable of handling the volume of traffic and this change in the PD zoning is not expected to generate any additional traffic.

Neighborhood Commercial uses range from offices to retail to services such as banks, medical clinics and similar businesses. It also includes uses such as gas stations, convenience food stores and other uses designed to provide services to larger residential neighborhoods. These uses are generally compatible with restaurants that serve beer and wine. No gaming would be allowed with the proposed beer and wine license.

The applicant conducted a pre-application neighborhood meeting on May 31, 2011 and no surrounding property owners attended the meeting. A preliminary meeting with city staff, surrounding owners and the applicant was held on June 23, 2011. No surrounding owners attended this meeting.

The Planning Division reviewed this application and recommended approval to the Zoning Commission of the proposed change to the Planned Development agreement. The Zoning Commission concurred with this recommendation. The recommendation is based on the twelve (12) criteria for zone changes. The subject property is adjacent to PD-NC zoning to the north, east and west and PD-Residential zoning across King Avenue West. There are no schools, churches or public parks with a playground or playing field within 600 feet of this location. If the zoning is approved, the applicant's request to locate a beer and wine license in the Siam Thai Restaurant would be approved through the Department of Revenue. The 2008 Growth Policy encourages predictable land use decisions that are consistent with neighborhood character and land use patterns. The existing use and proposed zoning are consistent with this neighborhood and land use pattern.

## **STAKEHOLDERS**

The Zoning Commission held a public hearing on July 5, 2011, and received testimony from the applicant and agent. No other testimony was presented from surrounding property owners.

## **CONSISTENCY WITH ADOPTED POLICIES OR PLANS**

Prior to any action to approve or disapprove, the City Council will consider the recommendation of the Zoning Commission and shall consider the following:

1. Is the new zoning designed in accordance with the Growth Policy?

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

- Predictable land use decisions that are consistent with neighborhood character and land use patterns. (Land Use Element Goal, page 6)

The proposed zoning would permit the existing restaurant to obtain a beer and wine license. The surrounding commercial uses in the Planned Development are compatible with a restaurant that has beer and wine service. Business located on or near the intersection of 32nd Street West and King Avenue West are zoned CC and many have on-premise alcohol service for restaurant patrons.

- Coordinated economic development efforts that target business recruitment, retention, and expansion. (Economic Development Goal, page 6)

The proposed zoning will encourage an existing business to stay in its current location and extend service to its customers.

- New developments that are sensitive to and compatible with the character of adjacent city neighborhoods. (Land Use Goal, page 6)

The proposed Planned Development changes will only allow a beer and wine service within a restaurant but will not allow gaming or beer and wine service without food service. The changes are sensitive to and compatible with the character of the neighborhood.

- Contiguous development focused in and around existing population centers. (Land Use Goal, page 6)

The proposed development will help keep development focused in existing areas with city services already in place.

2. Is the new zoning designed to lessen congestion in the streets?

There should be no effect on traffic congestion. The existing restaurant may expand its customer base but this should have little impact on the number of vehicles using the adjacent streets.

3. Will the new zoning secure safety from fire, panic and other dangers?

The subject property is currently serviced by all city public safety services. There should be no effect on these services.

4. Will the new zoning promote health and general welfare?

The proposed zoning would permit the existing restaurant to remain a tenant in this location. This will promote the health and general welfare of the 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.

6. Will the new zoning prevent overcrowding of land?

The proposed zoning, like all zoning districts, contains limitations on the maximum percentage of the lot area that can be covered with structures. The existing PD-NC zone allows 50% lot coverage and there are no proposed changes to this requirement.

7. Will the new zoning avoid undue concentration of population?

The new zoning does avoid undue concentration of population. The existing zoning allows single family, two-family or multi-family dwellings not to exceed the density requirements of the RMF-R zoning district. This prevents undue concentration of population.

8. Will the new zoning facilitate the adequate provisions of transportation, water, sewerage, schools, parks, fire, police, and other public requirements?

Transportation: The proposed zoning should not have any impact on the surrounding streets.

Water and Sewer: The City will be able to provide water and sewer to the property through existing lines.

Schools and Parks: There should be no impact to schools from the proposed zone change.

Fire and Police: The subject property is currently served by city fire and police.

9. Does the new zoning give reasonable consideration to the character of the district?

The proposed zoning will allow the existing restaurant to serve beer and wine to its customers.

This will allow the owner to retain and anchor tenant in the building. The surrounding uses are compatible with the proposed use. The proposed zoning is in character with the area.

10. Does the new zoning give consideration to peculiar suitability of the property for particular uses?

The subject property is suitable for the requested zoning district.

11. Was the new zoning adopted with a view to conserving the value of buildings?

The existing building value will be conserved by the proposed amendment. Vacant property and buildings have a negative effect on surrounding property value. A developed property generally improves surrounding property value. The new zoning will allow the owner to retain a long term tenant.

12. Will the new zoning encourage the most appropriate use of land throughout such county or municipal area?

The proposed zoning will permit the current development to continue. This is the most appropriate use of the lot.

## **RECOMMENDATION**

The Zoning Commission is forwarding a recommendation of approval and adoption of the 12 criteria for Zone Change #877 on a 4 to 0 vote.

## **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

Zoning Map

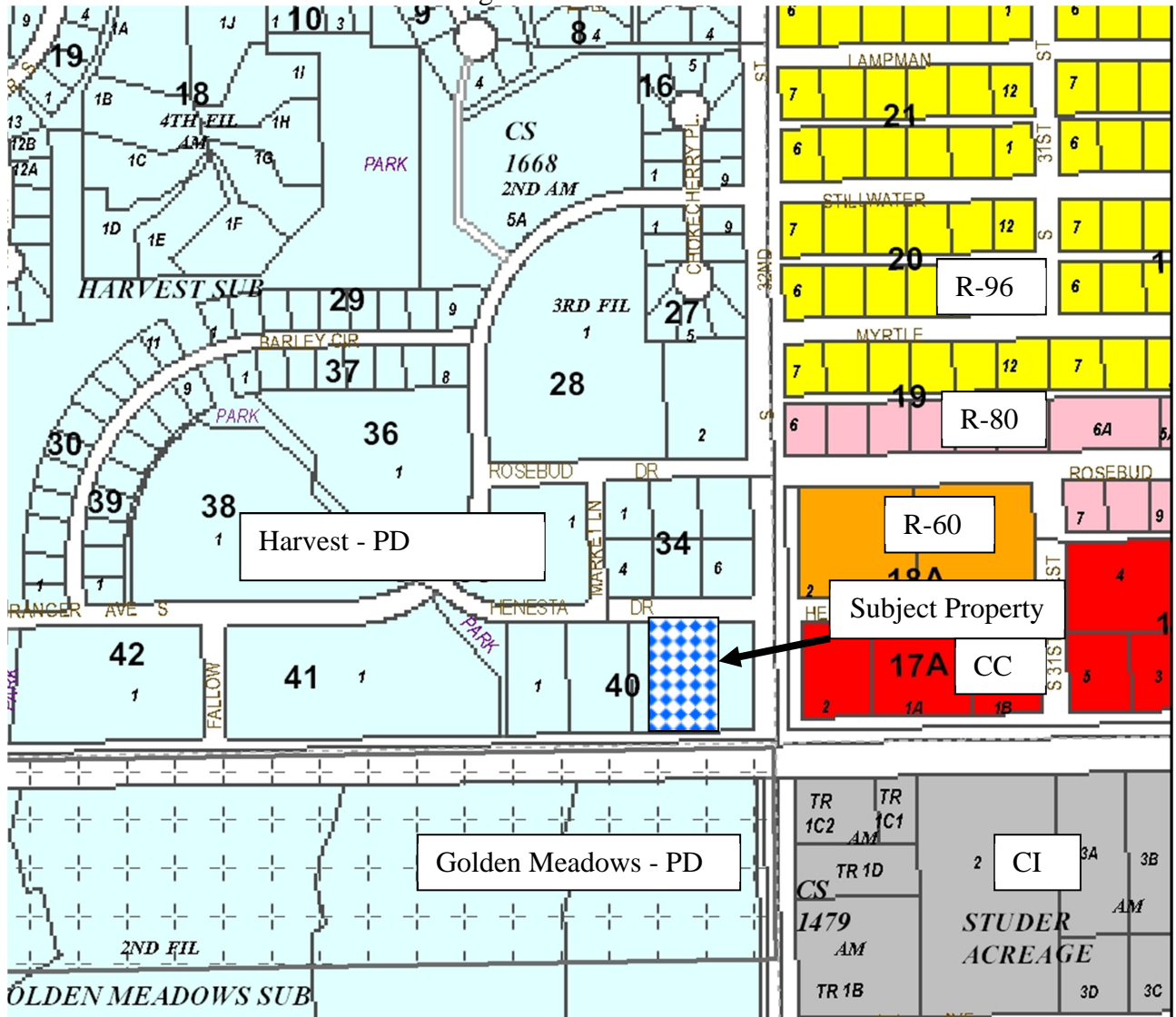
Site photos

Pre app meeting notes and applicant letter

Existing Harvest PD

Proposed PD Amendment

**Attachment A: Surrounding Zoning**  
 Zone Change #877 – 3210 Henesta Drive



**Attachment B**  
Site Photographs, Zone Change #877– 3210 Henesta Drive

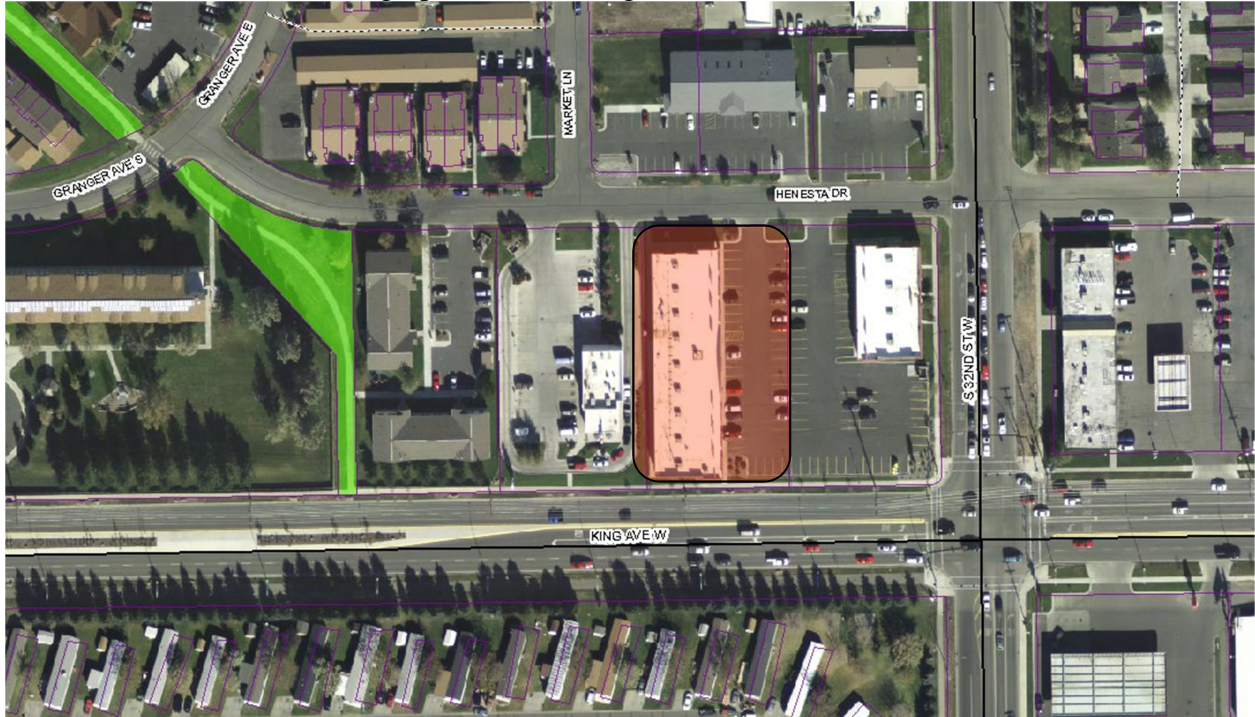


Subject Property



Siam Thai Restaurant

**Attachment B, continued**  
Site Photographs, Zone Change #877 – 3210 Henesta Drive



View west along Henesta Drive

**Attachment B, continued**  
Site Photographs, Zone Change #877- 3210 Henesta Drive



North across Henesta Drive



East along Henesta Drive to intersection of 32<sup>nd</sup> Street West

**Attachment C**  
Pre-application meeting notes and applicant's Letter

MINUTES  
OF  
SIAM THAI, LLC  
PRE-APPLICATION NEIGHBORHOOD MEETING  
HELD  
MAY 31, 2011

A pre-application neighborhood meeting, was held by Siam Thai, LLC, on March 31<sup>st</sup>, 2011, at 9:30 o'clock a.m. Mountain Daylight Time, at the Siam Thai Restaurant located at 3210 Henesta Drive, Suite G.

The meeting was called for the purpose of receiving comment from any neighbors who were entitled to notice with respect to the potential application of Steel Properties, Inc., with Siam Thai, LLC acting as agent, for an amendment to the Planned Unit Development Agreement dated May 24, 1982. Such agreement governs the zoning and land uses within the Harvest Subdivision.

Present at the meeting were Thawee Williams, the sole member of Siam Thai, LLC, Ray Williams, Thawee Williams' husband, and Andrew T. Billstein, attorney for Siam Thai, LLC. No other persons attended the meeting.

As no other persons attended the meeting, Thawee Williams declared the meeting adjourned at 10:15 a.m. Mountain Daylight Time.

DATED: June 1<sup>st</sup>, 2011.

Siam Thai, LLC



By: Thawee Williams, its sole Member

Siam Thai, LLC  
 Pre-Application Neighborhood Meeting  
 ATTENDANCE ROSTER

NAME (please print)	ADDRESS
Andrew Billstein	3860 Avenue B, suite C, Billings, MT 59102
P. Williams	3210 Homeska Dr Ste G Billings, MT 59102
P. Williams	3210 Homeska Dr Ste G Billings, MT 59102

## ATTACHMENT TO CITY ZONE CHANGE APPLICATION FORM

Siam Thai, LLC provides the following additional information with respect to that certain City Zone Change Application Form in which Steel Properties, Inc. is the owner of record.

### I. Introduction.

Siam Thai, LLC operates the Siam Thai Restaurant at Lot 3, Block 40, Harvest Subdivision, 4<sup>th</sup> Filing, commonly known as 3210 Henesta Drive. Siam Thai, LLC opened for business at that location on October 22, 2001. On March 23, 2011, Siam Thai applied to the Montana Departments of Justice and Revenue for a restaurant beer and wine license with a catering endorsement which would allow Siam Thai to serve beer and wine for on-premises consumption without gaming. Siam Thai believes that confirmation from the City of Billings to the Montana Department of Revenue that on-premises beer and wine consumption is an allowable use at 3210 Henesta Drive is the final item before a license is issued to Siam Thai.

### II. Necessity of Zone Change.

All lots located in the Harvest Subdivision, including Lot 3, Block 40 of the 4<sup>th</sup> Filing, are subject to the building and use restrictions contained in that certain Planned Unit Development Agreement dated May 24, 1982, recorded on June 9, 1982, under Document No. 1231501 (the "Agreement").

Pursuant to Section II.A.3. of the Agreement, 3210 Henesta is subject to the same restrictions that are applicable to a Neighborhood Commercial zoning district. The sale of beer and wine for on-premises consumption, whether with or without gaming, is not an authorized use in a Neighborhood Commercial zoning district. Accordingly, a restaurant beer and wine license cannot be used by Siam Thai at 3210 Henesta unless the Agreement is modified by the City of Billings.

The narrow modification of the Agreement to allow for on-premises beer and wine consumption at 3210 Henesta Drive is consistent with the existing zoning and land uses of the immediate area. First, two locations near 3210 Henesta Drive, one of which is within the Harvest Subdivision, sell beer and wine for off-premises consumption. Second, the intent of a planned development zoning district is to provide flexible land use which allows differing uses and improvements based on particular site specific situations. Harvest Subdivision is a residential/commercial mixed use development. The proposed modification will allow a neighborhood restaurant that has operated in the same location to continue operating at the same location but to also provide greater services.

### III. Growth Policy.

The narrow modification of the Agreement is consistent with the goals and objectives of the Growth Policy. First, issue 4 of the land use element of the Growth

Policy notes that urban sprawl threatens the rural character of land surrounding Billings. The modification would allow an existing business to remain in its existing urban location rather than seeking new construction. Second, issue 3 of the economic development element of the Growth Policy contains an objective to convey a business-friendly attitude. The modification would convey such an attitude. Finally, policy II of the Implementation Tools and Strategies of the Growth Policy notes several considerations in developing the character of neighborhoods which are consistent with the modification:

- Gaming and casino licenses will continue to be restricted because the modification only allows on-premises consumption without gaming.
- The modification supports mixed use development that allows a long-term neighborhood restaurant to remain in the neighborhood.
- The modification encourages special zoning for developments that provide mixed use.

Based upon the foregoing, the modification is consistent with the goals and policies of the Growth Policy by avoiding urban sprawl, conveying a business-friendly attitude and supporting special zoning of mixed use development.

#### IV. Conclusion.

The narrow modification to the Agreement is (a) a necessary change to allow a neighborhood business to continue operating in its present location and (b) consistent with the Growth Policy by retaining an urban business in its present location, supporting mixed-use development and avoiding greater sprawl.

**Attachment D**  
**Existing PD Agreement**

PLANNED UNIT DEVELOPMENT AGREEMENT

KING WEST PARTNERS

Dated: May 24, 1982

TO

Recorded: June 9, 1982

CITY OF BILLINGS

Book 1237, Page

Document #1231501

WHEREAS, the undersigned are the owners of at least 75% of all lots in Harvest Subdivision 1st, 2nd, 3rd and 4th Filings, as required by the Declaration of Restrictions to be altered or amended and being of a Planned Development as outlined within the City Zoning Ordinance;

WHEREAS, the aforesaid owners and the City of Billings desire to place building and use restrictions on the above-described premises;

NOW, THEREFORE, in consideration of the premises, the undersigned hereby establish and declare the following building restrictions which shall be applicable to all the above described real estate.

I. PERSONS BOUND BY THE PLANNED DEVELOPMENT AGREEMENT

All persons, corporations or other entities, who shall hereafter acquire any interest in and to the above described real estate shall be taken and held to agree, to conform to and observe the following building restrictions, and stipulations as to the use thereof, and as to the construction of improvements thereon.

II. BUILDING AND USE RESTRICTIONS

Unless expressly designated below all other standards or requirements of the City of Billings Zoning Ordinance shall be followed for the type of use within each area.

A. LAND USES

1. Single Family or School Area - Area #1 (R-9600)

Blocks 1, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19,  
20, 21, 22, 23, 24, 25, 26, 27, 29, 30, 31, 32, 33, 37, 39, 43,  
44, 45, & 46  
School Use Block 17

2. Residential Multi-Family or Church - Area #2 (RMF-R)

Blocks 2, 6, 18, 28, 35, 36, 38, 41 & 42  
Church Use Blocks 6 & 28

3. Neighborhood Commercial - Area #3 (NC)

Blocks 34 & 40

B. Supplemental Area, Yard and Height Requirements

1. Single Family or School - Area #1 (R-9600)

Minimum Lot Area Per One Dwelling 6,957 sq. ft.

Minimum Yard Requirements:

Front	20 ft.
Side	5 ft.
Side Adjacent to Street	10 ft.
Rear	5 ft.

Garage Entrance at Street 20 ft.

Maximum Height of all Buildings 25 ft.

Maximum Lot Coverage in Percent 40 Percent

Maximum Height all Fences:

Front	0 ft.
Rear	6 ft.

2. Residential Multi-Family or Church - Area (RMF-R)

Maximum Dwelling Units Per Block:

Block # 2 - 152 Units	Block #35 - 41 Units
Block # 6 - 48 Units	Block #36 - 71 Units
Block #18 - 215 Units	Block #38 - 102 Units
Block #28 - 102 Units	Block #41 - 83 Units
	Block #42 - 59 Units

Minimum Lot Area Per Dwelling Unit 1,900 sq. ft.

Minimum Yard Requirements

Front	20 ft.
Side: 1 story	5 ft.
2 or more stories	10 ft.
Side Adjacent to Street	10 ft.
Rear	5 ft.

Garage Entrance at Street 20 ft.

Maximum Height of all Buildings 2 Stories  
 Except Block 18 5 Stories

Maximum Lot Coverage in Percent	55 Percent
Maximum Height of all Fences	
Front	0 ft.
Rear	6 ft.
3. Neighborhood Commercial Area #3 (NC)	
Minimum Lot Area Per Site	N / A
Minimum Yard Requirement	
Front	
Side	20 ft.
Side Adjacent Street	0 ft.
Rear	10 ft.
	0 ft.
Garage Entrance at Street	20 ft.
Maximum Height of all Buildings	25 ft.
Maximum Lot Coverage Percent	50 Percent
Maximum Height of all Fences	
Front	0 ft.
Rear	6 ft.

C. Development Schedule

Phase 2

Dec. 31, 1984

See attached map for phase outline

D. Other Special Agreements

1. Building Location and Site Plan

The building location and site plan, as submitted, is not to be used to determine the size or location of building. The location and size shall be determined upon application for building permit based on all the standards outlined above and within the City of Billings Zoning Ordinance.

2. Landscape Plan

The subdivider shall cause construction and furnish the public mall parks by either private contract or SID at the time of each phase to the present day operation and maintenance standards used by the City of Billings Park Department which are:

- (a) City water used for irrigation;
- (b) Complete automatic underground irrigation systems;
- (c) Safe, sturdy, low to the ground playground equipment;
- (d) Ample litter control receptacles;
- (e) Bike rack; and
- (f) Specialized recreation areas, such as ice rinks, Little League fields, football fields, ect., will be according to present City space standards found in public parks.

Development schedule shall be as follows:

Phase 1; Parks 1 - 5	July 1982
Phase 2; Parks 6 - 8, 11 - 13 & 16	Dec. 31, 1984
Phase 3; Parks 9, 10, 14 & 15	Dec. 31, 1986

Map identifying parks is attached.

Within said Public mall parks subdivider shall construct bikeway-walkways within the parks. Said bikeway-walkways shall be in accordance with the state of art manuals and as approved by the City Engineer.

A maintenance district to include all nonpublic land within the subdivision of providing necessary funds for utilities, machinery, tools, manpower, supplies to maintain the public mall parks, sidewalks adjacent to parks located in the street right-of-ways, and all recreation facilities installed in the public mall parks within Harvest Subdivision. The City of Billings Park Department shall administer the maintenance district.

3. Drainage Swales

It should be the responsibility of the owner of the premises whereon grass swales, water courses, holding basins or other plantings within the grass swales, water courses, holding basins or other suitable structures trimmed within five (5) inches of the ground and to keep them free from debris and other obstructions.

4. Drive Approaches

Anytime the swale slope is 10 to 1 or less the drive approach shall be constructed as per "Construction Standards Swale Crossing" (see attachment).

III. PLANNED DEVELOPMENT AGREEMENT AMENDMENTS OR CHANGES

Amendments or changes in the Planned Development Agreement or other documents similarly approved and recorded shall be deemed a major change and considered the same as a new petition and reapplication shall be made in accordance with the procedures for an new application under Articale V of the City of Billings Zoning Ordinance.

IV. RIGHT TO ENFORCE

The provisions of this Planned Development Agreement Shall be enforced as provided for in Article VIII of the City of Billings Zoning Ordinance.

"Subdivider"

King West Partners

By: H. Thomas Llewellyn  
Managing General Partner

"City"

By: William B. Fox  
Mayor, City of Billings

Attest:

Bonnie J. Stark  
City Clerk, City of Billings

Acknowledged.

-0-0-0-0-0-

**Attachment E**  
**PLANNED DEVELOPMENT AGREEMENT**  
For Lot 3, Block 40, of Harvest Subdivision 4<sup>th</sup> Filing,  
in the City of Billings, Yellowstone County, Montana

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 2011, by and between STEEL PROPERTIES, LLC, a Montana corporation (hereinafter referred to as “Owner”), and the City of Billings (hereinafter referred to as “City”).

WITNESSETH

WHEREAS, the undersigned is the Owner of all of Lot 3, Block 40, of Harvest Subdivision, 4<sup>th</sup> Filing, according to the record thereof on file in the office of the Clerk and Recorder of Yellowstone County, Montana, a Planned Development affected by this Agreement, as outlined within the City Zoning Ordinance;

WHEREAS, the aforesaid Owner applied for a change of zoning for the above-described real property from Planned Development Neighborhood Commercial to Planned Development Neighborhood Commercial with a Special Agreement under Article II, Subsection D – 5;

WHEREAS, the City has approved the change of zoning to Planned Development Neighborhood Commercial with a Special Agreement under Article II, Subsection D – 5 after due and proper administrative review, notice and public hearing, all in accordance with City Ordinances and requirements;

NOW, THEREFORE, in consideration of the premises, the Owner and the City hereby establish and declare that Lot 3, Block 40, of Harvest Subdivision 4<sup>th</sup> Filing, City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County under Document #1251049 (commonly referred to as 3210 Henesta Drive, Billings, Montana 59102) is hereby zoned Planned Development Neighborhood Commercial with a Special Agreement under Article II, Subsection D – 5 effective immediately.

**I. PERSONS BOUND BY THE PLANNED DEVELOPMENT AGREEMENT.**

All persons, corporations or other entities, who now have or shall hereafter acquire any interest in and to the above-described real property shall be taken and held to agree to the zoning of the above-described real property as Planned Development Neighborhood Commercial with a Special Agreement under Article II, Subsection D – 5.

**II. Addendum to Planned Unit Development Agreement – Harvest Subdivision – Official Document on file with the office of the Clerk and Recorder #1231501**

Article II, Subsection D is amended to include the following Special Agreement:

5. The sale of beer and wine for on-premise consumption without gaming and the provision of catering services are allowable uses at Lot 3, Block 40, Harvest Subdivision, 4<sup>th</sup> Filing, in addition to other uses otherwise allowable in a Neighborhood Commercial zoning district.



On this \_\_\_\_ day of \_\_\_\_\_, 2011, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Thomas W. Hanel, known to me to be the Mayor and duly authorized agent of the City of Billings, executing the within instrument, and acknowledged to me that he executed the within instrument on behalf of said corporation, having first been authorized so to do.

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

(Notary Seal)

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public for the State of Montana  
Residing at \_\_\_\_\_, Montana  
My Commission Expires: , 20\_\_