CITY OF BILLINGS

CITY OF BILLINGS VISION STATEMENT:

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

AGENDA (Revised)

COUNCIL CHAMBERS **August 22, 2011** **6:30 P.M.**

CALL TO ORDER – Mayor Hanel

PLEDGE OF ALLEGIANCE – Mayor Hanel

INVOCATION – Councilmember Clark

ROLL CALL

MINUTES: August 8, 2011

COURTESIES

PROCLAMATIONS

ADMINISTRATOR REPORTS - TINA VOLEK

PUBLIC COMMENT on "NON-PUBLIC HEARING" Agenda Items: #1, #2, #9 and #10 ONLY. Speaker sign-in required. (Comments offered here are limited to one (1) minute. Please sign up on the clipboard located at the podium. Comment on items listed as public hearing items will be heard ONLY during the designated public hearing time for each respective item. For Items not on this agenda, public comment will be taken at the end of the agenda.)

1. CONSENT AGENDA -- Separations:

A. Bid Awards:

1. **W.O. 10-30, Broadwater Avenue and 32nd Street West Right Turn Lane.** (Opened 8/9/2011) Recommend Riverside Sand and Gravel; $168,239.

2. **Yellowstone Family Park Improvements.** (Opened 8/9/2011) Recommend delay of bid award until September 12, 2011.

3. **W.O. 10-31, 29th Street West and Central Avenue Traffic Signal Improvements.** (Opened 8/9/2011) Recommend Ace Electric; $153,796.33.

B. **Approval** of One-Year Maintenance Agreement between the City of Billings and EF Johnson for maintenance and repair of current radio system; 152,979.61.

C. **Amendment #3,** W.O. 10-08: Water Treatment Plant Clearwell Improvements, Professional Services Contract, Morrison-Maierle, not to exceed $85,495.

D. **Approval** of 5-Year Non-Commercial Aviation Ground Lease with St. Vincent Healthcare; 9/1/2011 - 8/31/2016; revenue first year - $4,762.56; revenue subsequent years adjusted by CPI-U.

E. **Acknowledging Receipt of Petition to Annex #11-02:** 16.94 acres located on the South Frontage Road, west of the intersection of Sugar Avenue and South Frontage Road addressed as 3128 South Frontage Road. Knife River, Inc., owner; Land Use Consulting, agent; and setting a public hearing date of September 12, 2011.

F. **Street Closures:**

1. Yellowstone Art Museum Oktoberfest. Saturday, October 1, 2011, from 8:00 a.m. to 10:00 p.m.; N. 26th between 4th Ave. N. and 6th Ave. N.

2. Yellowstone Family Dental Miles of Smiles 5K/10K Race. Saturday, September 10, 2011, 8:00 a.m to 12:00 noon; 5K : starting at 1690 Rimrock Road, proceeding east on Rimrock to Park Lane, turning around and heading back on Rimrock Road, ending at 1690 Rimrock Road. 10K : starting at 1690 Rimrock Road, proceeding south on 17th St. W., west on Poly Drive, south on Elizabeth, east on Colton Boulevard, north on Nina Clare, east on Poly, north on 17th St. W., ending at 1690 Rimrock Road.

3. Holy Rosary Church, Little Flower Church, and Our Lady of Guadalupe Church Picnic/Potluck Community Builder. Saturday, September 10, 2011; noon to 10:00 p.m.; South 34th Street between 2nd Ave. South. and 3rd Ave. South.

4. Waddell & Reed and the Western Heritage Center - Honoring our History Traveling Exhibit. Friday, September 23, 2011, from 12:00 a.m. until Saturday, September 24, 2011, at 11:30 p.m.; south of Montana Avenue on North 29th Street.

G. **Acceptance of Donation** from the Yellowstone County DUI Task Force to the Police Department for purchase two new Intoxilyzer I-300's for the purpose of investigating alcohol related crimes; $1,000.

H. **Approval** of grant award to Rimrock Foundation to be used for purchase of equipment supporting the Bokashi Composting Processing Center at The Salvation Army; $100,000.

I. **Approval and acceptance** of Operation Medicine Cabinet Montana Prescription Drug Collection and Disposal Grant, $1,000.

J. **Approval** of River Rock Estates Subdivision Master Plan.

K. **Second/Final Reading Ordinance** approving the Empire Parking Garage and Northern Hotel Projects as Urban Renewal Projects in the Expanded N. 27th Street Urban Renewal District Area - 2008.

L. **Resolution** approving a Bond Anticipation Note with US Bank to provide interim financing to construct park improvements in Yellowstone Family Park (SID 1369) in anticipation of the issuance and sale of bonds in the amount of $1,260,000.

M. **Resolution** amending Resolution #11-19044 correcting the legal description for the vacations of portions of Shaw Circle in Twin Oaks Subdivision, 2nd Filing.

N. **Resolution** temporarily suspending Section 24-411, BMCC, Parking for Camping Purposes, in the Shrine Auditorium parking lot, 1125 Broadwater Avenue, during the Big Sky Polka Club's Polkafest, September 2-4, 2011.

O. **Final Plat Approval** of Twin Oaks Subdivision, 2nd Filing.

P. **Preliminary Major Plat** of Josephine Crossing Subdivision, 2nd Filing, generally located south of Elysian Road and east of Mullowney Lane; McCall Development, Inc., owner; Sanderson Stewart, agent; conditional approval and adoption of the Findings of Fact.

Q. **Preliminary Major Plat** of Whisper Ridge Subdivision generally located on the north side of Rimrock Road between Clear View Drive and 54th St. West; Aviara, Inc., owner; Sanderson Stewart, agent; conditional approval and adoption of the Findings of Fact.

R. **Preliminary Subsequent Minor Plat** of Amended Lot 4A, Block 2, Goodman Subdivision, 4th Filing, generally located on the southeast corner of Avenue C and 41st St. West, just northwest of the Shiloh Road/Grand Avenue intersection. Randall Swenson, Jeff Muri, LLC, and Bearcreek Investments, LLC, owners; EEC, Inc., agent; conditional approval and adoption of the Findings of Fact.

S. **Amended Plat of BDC Heights Subdivision** for the relocation of an access easement/driveway on Main Street.

T. **Bills and Payroll:**

1. July 22, 2011

2. July 29, 2011

REGULAR AGENDA:

2. **RESOLUTION** approving a 25-cent per month per subscriber Public Education and Government (PEG) fee to be paid by Bresnan Communications to support Channel 7 Operations. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

3. **PUBLIC HEARING AND RESOLUTION** setting mill levy rates for Public Safety Fund, General Obligation Debt Service Parks, General Obligation Debt Service Streets, and General Obligation Debt Service Series A Baseball Stadium, and General Obligation Debt Service Series B Baseball Stadium for tax year 2011. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

4. **PUBLIC HEARING AND RESOLUTION** authorizing the sale of parkland described as Parcel A - 1.012 acres, Parcel B - .122 acres, and Parcel 3 - .11 acres within the undeveloped area of the Twin Oaks Subdivision to The Oakland Companies for a total amount of $3,000. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

5. **PUBLIC HEARING AND RESOLUTION** adopting the Complete Streets Policy. Healthy By Design Advisory Committee and Ad Hoc Committee recommend approval. (Action: approval or disapproval of Healthy By Design Advisory Committee and Ad Hoc Committee recommendation.)

6. **PUBLIC HEARING AND FIRST READING ORDINANCE FOR ZONE CHANGE #878:** A zone change request from Entryway Light Industrial (ELI) to Highway Commercial (HC) on a 12.99-acre parcel of land described as Lots 3 and 5, Block 1, Montana Sapphire Subdivision and generally located in the Montana Sapphire Subdivision at 4300 Montana Sapphire Drive; Montana Sapphire, LLC, owner; Sanderson Stewart, agent. 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.)

7. **PUBLIC HEARING AND SPECIAL REVIEW #891:** A special review to allow a drive-through window for a new coffee or food kiosk in a new building in a Neighborhood Commercial (NC) zone adjacent to a Residential 9,600 (R-96) zone on Lots 6 and 7, Block 9, Central Acres Subdivision, 5th Filing, generally located on the northeast corner of the intersection of Central Avenue and 32nd Street West; Gerald Neumann, applicant. Zoning Commission recommends denial. (Action: approval or disapproval of Zoning Commission recommendation.)

8. **PUBLIC HEARING AND SPECIAL REVIEW #892:** A special review to allow the addition of one dwelling unit within an existing duplex dwelling at 721 and 723 N 16th Street in a Residential 6,000 (R-60) on a 7,000 square foot parcel of land legally described as Lots 52 and 53, Block 1, North Park Subdivision; Jonathon Kober, applicant. Zoning Commission recommends conditional approval. (Action: approval or disapproval of Zoning Commission recommendation.)

9. **RESOLUTION** setting new parameters for the SID 1360 (Gabel Road) refunding. Staff recommends approval. (Action: approval or disapproval of staff recommendation). (This item was added to the agenda at the Council meeting.)

10. **APPROVAL** of committment of $100,000 annually for three years of EBURD TIF funds as match for Community Challenge Planning Grant. Staff recommends approval. (Action: approval or disapproval of staff recommendation). (This item was added to the agenda at the Council meeting.)

PUBLIC COMMENT on Non-Agenda Items -- Speaker Sign-in required. (*Restricted to ONLY items not on this printed agenda. Comments 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.

Consent 1. A. 1.

Regular City Council Meeting
Meeting Date: 08/22/2011
TITLE: W.O. 10-30 Broadwater and 32nd Street W Bid Award
PRESENTED BY: David Mumford
Department: Public Works

PROBLEM/ISSUE STATEMENT

W.O. 10-30 is planned to add a right turn lane on the south leg of the intersection of Broadwater and 32nd Street West. The project entails rebuilding the southeast corner of the intersection as well as the east side of Broadwater Avenue for approximately 500 feet. The project was bid August 9, 2011. Two bids were received for the project. The low bidder is Riverside Sand and Gravel.

ALTERNATIVES ANALYZED

The Council may:

- Approve a contract with Riverside Sand and Gravel; or
- Reject all bids and do not approve a contract.

FINANCIAL IMPACT

There were two bids received for the project:

Engineer's Estimate	$146,650.00
Riverside Sand and Gravel	$168,239.00
Knife River - Billings	$177,261.10

The low bidder was Riverside Sand and Gravel. The funds for this project are included in the FY12 budget and are arterial funds.

RECOMMENDATION

Staff recommends that Council approve the award of W.O. 10-30 to Riverside Sand and Gravel in the amount of $168,239.00.

APPROVED BY CITY ADMINISTRATOR

Consent 1. A. 2.

Regular City Council Meeting
Meeting Date: 08/22/2011
TITLE: Yellowstone Family Park Construction Bid Award
PRESENTED BY: Mike Whitaker
Department: Parks/Rec/Public Lands

PROBLEM/ISSUE STATEMENT

On July 21, 2011, plans and specifications were available for the purpose of seeking bids for the construction of the Yellowstone Family Park located in the Yellowstone Club Estates Subdivision. The total budget for this project is $1,260,000.00. After consultant fees and SID Bond costs the remaining construction budget is $953,252.06. This project will include three levels of landscaping, irrigation and maintenance based on programming and park use. Also included are walking paths, pavilion, basketball court, land sculptures, boulder field, playground equipment, benches, picnic tables and signage as part of the base bid. The construction period will be for 90 days beginning on or about August 25th. Bids were open on August 9, 2011. There were 2 bidders, and Good Earth Works of Billings is the apparent low bidder. More time is needed to secure project financing and to allow for further bid review.

ALTERNATIVES ANALYZED

The City Council may:

1. Delay award of the bid until the September 12, 2011, Council Meeting; or
2. Do not delay award of the bid.

FINANCIAL IMPACT

There will be no financial impact to the City.

RECOMMENDATION

The Billings Parks, Recreation and Public Land Department recommends delay of awarding the bid until the September 12, 2011, Council Meeting to secure project financing and allow for further bid review.

APPROVED BY CITY ADMINISTRATOR

Attachments

Bid tab

YELLOWSTONE FAMILY PARK IMPROVEMENTS – BID SUMMARY					
	BIDDER NAME	BASE BID PRICE	ALTERNATE 1 PRICE (DEDUCTIVE)	ALTERNATE 2 PRICE	ALTERNATE 3 PRICE
1	Good Earthworks	$656,584.00	$4,500.00	$21,000.00	$94,565.00
2	A-1 Landscaping	$698,406.50	$9,000.00	$22,700.00	$85,650.00
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Consent 1. A. 3.

Regular City Council Meeting
Meeting Date: 08/22/2011
TITLE: W.O. 10-31: 29th Street West & Central Avenue Traffic Signal Improvements
PRESENTED BY: David Mumford
Department: Public Works

PROBLEM/ISSUE STATEMENT

Bids were received for W.O. 10-31 29th Street West & Central Avenue Traffic Signal on August 9th, 2011. The project includes modifying the existing street lights, traffic signal equipment, ADA ramps, and signing/striping.

ALTERNATIVES ANALYZED

The Council may:

- Award W.O. 10-31 to Ace Electric, Inc. in the amount of $153,796.33
- Do not award of contract for W.O. 10-31 to Ace Electric, Inc.

FINANCIAL IMPACT

Three bids were received for this project as follows:

Contractor	Amount
Ace Electric, Inc	$153,796.33
Midland Electric, Inc.	$154,212.00
Yellowstone Electric Company	$164,980.47
Engineer's Estimate	$155,312.70

The funding for this project is included in the FY 12 budget and is from arterial funds.

RECOMMENDATION

Staff recommends that Council approve the construction contract for Work Order 10-31, 29th Street West and Central Avenue Traffic Signal Improvements, with Ace Electric, Inc. in the amount of $153,796.33.

APPROVED BY CITY ADMINISTRATOR

Consent 1. B.

Regular City Council Meeting
Meeting Date: 08/22/2011
TITLE: EF Johnson Radio Maintenance Agreement
PRESENTED BY: Paul Dextras
Department: Fire

PROBLEM/ISSUE STATEMENT

The City's current EJ Johnson radio system will continue to provide radio communications until the Cassidian P25 digital radio system is installed. We expect that the EF Johnson system will be active through the 2nd quarter of 2012. Given the age of the EF Johnson system, it is essential that on-going maintenance and repair is provided to ensure the system remains operable during its last year of service. The purchase price for the EF Johnson Maintenance Agreement is $152,979.61.

ALTERNATIVES ANALYZED

Council may approve the purchase of a one-year radio system maintenance agreement; Council may reject the purchase of a one-year radio system maintenance agreement.

FINANCIAL IMPACT

Funds for maintenance of the city-wide radio system are available in the 800 MHz budget.

RECOMMENDATION

Staff recommends that Council approve the purchase of a one-year EF Johnson radio system maintenance agreement.

APPROVED BY CITY ADMINISTRATOR

Attachments

Agreement

AGREEMENT FOR MAINTENANCE PROGRAM
OF THE PUBLIC SAFETY TRUNKED RADIO
COMMUNICATIONS SYSTEM
 # MC110003

THIS AGREEMENT FOR A MAINTENANCE PROGRAM OF THE PUBLIC SAFETY TRUNKED RADIO COMMUNICATIONS SYSTEM is made and entered into as of the date listed above, between the CITY OF BILLINGS, a political subdivision of the State of _____ _____and E.F. Johnson Company, a Minnesota corporation.

Recitals

WHEREAS, the E.F. Johnson Company designed and constructed a Public Safety Trunked Radio Communications System for the CITY OF BILLINGS; and,

WHEREAS, the parties desire to amend said Agreement for the purpose of providing maintenance service of the Public Safety Trunked Radio Communications System.

W I T N E S S E T H

IN CONSIDERATION OF the foregoing Recitals, the mutual covenants and promises hereinafter set forth, and for other good and valuable consideration, the receipt of which are hereby acknowledged and objections to the adequacy and sufficiency of which are hereby waived, the parties agree as follows:

ARTICLE 1- DEFINITIONS

As used throughout this Agreement the terms set forth in this article shall have the meanings attributed thereto unless the context clearly indicates a different meaning. Elsewhere and throughout this Agreement, other terms are described and defined. In each such instance, each such term is set forth parenthetically adjacent to the text that describes and defines it, and as used in this Agreement shall have the meaning so defined and described.

1.1 "Agreement" shall mean this Agreement between the Contractor and CITY OF BILLINGS, including the exhibits attached hereto and the documents expressly incorporated into this Agreement by reference.

1.2 "Council" shall mean the City Council of the CITY OF BILLINGS.

1.3 "Contractor" shall mean E.F. Johnson Company, a Minnesota corporation.

1.4 "City" shall mean the CITY OF BILLINGS, a political subdivision of the State of Montana.

1.5 "Notice to Proceed" shall mean a written notification issued by the City authorizing and directing the Contractor to proceed with the implementation of the Maintenance in accordance with the Statement of Work Documentation.

1.6 "Statement of Work" shall mean the document attached to this Agreement as Exhibit A.

1.7 "Standard Maintenance Schedule" shall mean the document attached to this Agreement as Exhibit B.

1.8 "Site Maintenance Checklist" shall mean the document attached to this Agreement as Exhibit C.

1.9 "Maintenance Services" shall mean the Maintenance products and services provided to the City as described in this Agreement, including the exhibits attached hereto.

1.10 "Term" shall mean the period commencing with the start date of this Agreement and ending upon the expiration date of this Agreement.

ARTICLE 2 - SCOPE OF SERVICES

2.1 Generally and subject to the terms herein, Contractor shall provide Maintenance Services on the System, in accordance with the terms of Statement of Work

2.2 TERM

The Term for this Agreement shall be: Start Date: September 1, 2011 to Expiration Date: June 30, 2012.

2.3 The purchase price for the Maintenance Services is $152,979.61, One Hundred Fifty-Two Thousand, Nine Hundred and Seventy-Nine and 61/100 Dollars plus applicable sales taxes.

The purchase price of the contract shall be paid in full prior to the commencement of the Maintenance Services.

The City shall provide a Notice to Proceed on or before August 31st, 2011 or as soon as practical thereafter, for the Maintenance Services.

ARTICLE 3 - GENERAL PROVISIONS

3.1 EQUAL OPPORTUNITY EMPLOYMENT

All hiring by the Contractor shall be on the basis of merit and qualifications. Contractor shall not discriminate in the performance of its duties under this contract on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin. This provision shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to furnish the City with a copy of its Affirmative Action Policy upon request.

3.2 EMPLOYMENT STATUS

It is agreed and understood that the Contractor shall be employed as an Independent Contractor and not be entitled to the benefits and privileges of an employee of City under the City's Civil Service System, and it is further agreed and understood that the Contractor shall be excluded from participating in any fringe benefits not specifically enumerated herein

3.3 ASSIGNMENT

This Agreement shall not be transferable or assignable in whole or in part by either party except with the prior written consent of the other party; provided, however, that a successor in interest by merger, operation of law, purchase or otherwise of all or substantially all of the business of either party shall acquire all interest of such party hereunder without any such consent. Any prohibited assignment shall be null and void.

3.4 FORCE MAJEURE

In the event Contractor is prevented from performing hereunder due to events or circumstances beyond its control, including, without limitation, fire, flood, acts of God, inclement weather, governmental inaction (exclusive of any action or inaction on the part of the City in its administration of this Agreement), acts, orders or regulations, or prolonged shortages of parts or components not attributable to action or inaction on the part of the City, the Contractor's obligation to perform hereunder shall be suspended during the period of such disability without liability.

3.5 GOVERNING LAW; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Montana. Venue of any action or proceeding arising under this Agreement shall be in the State of Montana Thirteenth Judicial District Court, Yellowstone County.

3.6 NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by hand delivery with a signed receipt or by Federal Express or UPS overnight mail addressed to the party for whom it is intended, at the place specified in this section. Notice shall be effective upon receipt. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR THE CITY:

_____

_____

and

FOR THE CONTRACTOR:

E.F. Johnson Company
Attn: Vice President, Customer Service
1440 Corporate Drive
Irving, TX 75038

with a copy of legal notices to

E.F. Johnson Company

Attn: General Counsel
Fax: (972) 819-0201

or to such other address as any party shall specify by written notice so given.

3.7 HOLD HARMLESS PROVISION

Subject to the terms herein, Contractor shall indemnify and save harmless and defend the City, its officers, agents, servants, employees and subcontractors from and against any claim, demand or cause of action arising out of a breach of this Agreement by Contractor or a negligent act of Contractor, its agents, servants or employees in the performance of its duties under this Agreement. The obligation on the part of Contractor to defend shall include the duty to provide competent counsel selected by Contractor and to pay reasonable attorney's fees in any such claim.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL CONTRACTOR BE LIABLE (WHETHER IN CONTRACT, TORT, INDEMNIFICATION OR OTHERWISE) HEREUNDER FOR (A) LOST PROFITS, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT THAT THEY MAY BE LAWFULLY DISCLAIMED; OR (B) ANY CLAIM, DEMAND OR CAUSE OF ACTION RELATING TO OR ARISING OUT OF ANY ERROR, OMISSION OR NEGLIGENCE ON THE PART OF THE CITY, ITS OFFICERS, AGENTS, SERVANTS, CONSULTANTS, EMPLOYEES OR OTHER THIRD PARTY NOT OTHERWISE IN CONTRACTUAL PRIVITY WITH CONTRACTOR AND OVER WHICH THE CITY HAS AUTHORITY OR EXERTS CONTROL OR TO WHICH THE CITY HAS GRANTED ACCESS TO THE SYSTEM. IN NO EVENT SHALL CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION OR OTHERWISE EXCEED, IN THE AGGREGATE, THE PURCHASE PRICE OF THE MAINTENANCE SERVICES THAT FORM THE BASIS OF THE CLAIM. Contractor further agrees to maintain during the term of this Agreement such Worker’s Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory and to provide proof of such insurance coverage to the City, if requested by the City, at the time of execution of this Agreement.

3.8 DEFAULT

If a party fails to perform a material obligation under this Agreement, the other party may consider that party to be in default. The non-defaulting party shall give the defaulting party written notice of such default, and specify in writing a reasonable amount of time that is in no event less than thirty (30) days during which the defaulting party has to cure such default or provide a cure plan. The amount of time to cure specified shall take into consideration the gravity and nature of the default. If the defaulting party fails to cure the default or provide a cure plan and expeditiously implement such plan within the specified period of time, the non-defaulting party may terminate this Agreement.

3.9 SEVERABLE

If for any reason whatsoever, one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable, or invalid as applied in any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any of the other provisions of this Agreement inoperative, unenforceable, or invalid.

3.10 HEADINGS

The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. All references in this Agreement to sections, paragraphs, exhibits and schedules, unless otherwise provided, refer to sections and paragraphs hereof and exhibits and schedules attached hereto, all of which are incorporated herein by this reference.

3.11 SUBCONTRACTORS

Throughout this maintenance plan, Contractor reserves the right to subcontract maintenance plan work to qualified subcontractors. The Contractor will ensure that each subcontractor is in compliance with all articles of this contract.

3.12 COMPLIANCE WITH STATE AND FEDERAL LAW

This Agreement is subject to all state and federal laws and regulations relating to the Contractor's performance and completion of this Agreement, including but not limited to the Americans with Disabilities Act, health and safety, labor, antidiscrimination and environmental laws and regulations

3.13 CONTRACTOR'S INABILITY TO CONTRACT FOR CITY

Notwithstanding anything herein contained to the contrary, Contractor shall not have the right to make any contracts or commitments for or on behalf of the City without first obtaining written consent of City Administrator or designee.

3.14 FINDINGS CONFIDENTIAL

Any reports, information, data given to or prepared or assembled by the Contractor under this Agreement, which the City deems confidential, shall not be made available to the any individual or organization by the Contractor without the prior written approval of the City Administrator or designee.

3.15 CAMPAIGN CONTRIBUTIONS PROHIBITED

It is understood and agreed by the Parties that no portion of the Contractor's compensation to be paid under the terms of this Agreement shall be used as a campaign contribution.

3.16 GENERAL

This Agreement and the exhibits constitutes the final written expression of the agreement between the parties hereto on the subject matter covered herein, is the complete and exclusive statement of such terms and cancels and supersedes all prior agreements, documents, negotiations and discussions between the parties relating thereto. There are no other or further contracts, warranties, promises or representations, either oral or in writing, relating to the subject matter covered herein which are binding upon either party. No purchase order, letter, statement or other oral or written communications passing between the parties hereto, shall become part of or in any way modify or change this Agreement, unless such a writing is expressly declared to be an amendment to or modification of this Agreement and is signed by both parties hereto The parties acknowledge and agree that each party has participated in the drafting of this

Agreement and that the normal rules of construction to the effect that any ambiguity is to be resolved against the drafting party shall not apply to the interpretation of this Agreement. No inference in favor of, or against, any party shall be drawn by the fact that one party has drafted any portion hereof.

3.17 ORDER OF PRECEDENCE

If there is a conflict between the documents applicable to this Agreement, the order of precedence for resolving the conflict is (in descending order): (i) this Agreement; and (ii) the Exhibits of this Agreement.

The waiver by either party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.

In Witness Whereof, and intending to be legally bound thereby, the parties have entered their duly authorized signatures on the date first set forth above.

E.F. JOHNSON COMPANY	**THE CITY OF BILLINGS**
_____	_____
By: _____	**By:** _____
Title: _____	**Title:** _____
Date: _____	**Date:** _____

EXHIBIT A: MAINTENANCE AGREEMENT STATEMENT OF WORK (SOW)

Customer Name: **CITY OF BILLINGS**
Date: **9-1-2011**
Number: **MC110003**

The CITY OF BILLINGS ("CUSTOMER") operates an 800 MHz Multi-Net® trunked radio system. This system operates on a continuous basis 24 hours a day, 365 days a year, for the purpose of providing radio communications to emergency services for CITY OF BILLINGS .

1.0 DEFINITIONS:

1.1 "Customer" shall mean the Owner of the EFJohnson 800 MHz Multi-Net® Trunked Radio System Equipment.

1.2 "EFJohnson" shall mean the E.F. Johnson Company.

1.3 "Fixed Equipment" shall mean the radio communication system equipment Covered under this maintenance agreement, and may include but not be limited to the 3000 Series Switches or RNT's and modules, Call Processor/System & Subscriber Manager (CP/SSM) or System Management Module (SMM), Usage Accounting System (UAS), Remote Management Facility (RMF), Orbacom Central Processor and Dispatch Consoles, Zetron Tone Remotes, Zetron 4010 Dispatch Console, as applicable, voice logging system, network management, repeaters, combining equipment, and relevant equipment identified solely by Johnson in this statement of work.

1.4 "Site(s)" shall mean the physical location of the Fixed Equipment.

1.5 "Links" shall mean any circuits that are used for interconnection purposes of the Fixed Equipment. Circuits are commonly 4-wire audio telephone, microwave, fiber optic, or RF links.

1.6 "Subscriber Equipment" shall mean the mobile, portable, and control stations (base stations) and associated accessories.

2.0 SERVICE PROVIDER

2.1 EFJohnson may, at its discretion, use subcontractors to perform portions of its obligations under this SOW. EFJohnson elects the following Authorized EF Johnson Service Center in your area as the local service provider; however, EFJohnson reserves the right to appoint an alternative Service Center with equivalent skill and expertise upon reasonable notice provided to CUSTOMER:

Company: ACORN TECHNOLOGIES, INC.
Address: 2110 OVERLAND AVE., SUITE 118
City, State, Zip: BILLINGS, MT 59102
Phone: 406-652-1515

2.2 EFJohnson and/or its service provider will maintain a staff of radio service technicians with all necessary vehicles tools and radio maintenance equipment capable of both maintenance and repair of all system components in CUSTOMER radio system.

2.3 All measuring devices used by EFJohnson and/or its service provider for final test of any components covered by this Maintenance Agreement shall be current in calibration and traceable to the National Bureau of Standards (NBS). Copies of the calibration certificates shall be provided to the CUSTOMER on the start date of this contract and equipment shall be maintained and calibrated as required throughout the life of this contract.

3.0 EQUIPMENT NOT COVERED

3.1 EFJohnson will not maintain or service the following items under this Maintenance Statement of Work:

3.1.1 Any equipment that has suffered physical damage or abuse outside of the product normal usage
3.1.2 Radio Antennas, antenna systems
3.1.3 Batteries for Microwave System, batteries for the Orbacom Central Processor, radio batteries
3.1.4 Ancillary radio controlled devices connected to mobile and portable hand held radios

3.2 Installation or removal of any radio equipment will not be covered.

3.3 The following subscriber equipment is no longer covered:
- ⇒ 85xx Viking portables
- ⇒ 81xx Avenger portables
- ⇒ 86xx Tiger mobiles
- ⇒ 975x Summit mobiles
- ⇒ 988x mobiles

4.0 EMERGENCY RADIO SERVICES

4.1 EFJohnson will provide Emergency Service for all fixed equipment. Emergency Service is defined as all calls, 24 hours per day, 365 days per year, received from CUSTOMER requesting immediate service for the radio system. Such call outs will generally be, but not limited to, sustained failure of fixed equipment, critical system/component failure, loss of trunking, site communications link, ability to communicate to or from consoles or alarm condition reports from remote tower sites or system electronics.

4.2 All Emergency Service calls will be immediately acknowledged and a technician assigned when reported during Normal Hours. Normal Hours is defined as Monday through Friday, 8am to 4:30 pm CUSTOMER Local Time, excluding any State Government recognized holiday. All other calls received after Normal Hours will be acknowledged by telephone or radio to the dispatch center within 15 minutes of original request for emergency service. A CUSTOMER representative may accompany the technician on any call outs. EF Johnson shall provide CUSTOMER with an updated callout list of technicians throughout the life of this contract. The list shall include names, addresses and telephone numbers of personnel responsible to respond on a 24-hour / 7-day a week basis.

4.3 All Emergency Service calls will be attended on site by at least one radio service technician with necessary tools and radio maintenance equipment capable of repair of all system components in the CUSTOMER public safety radio system within two (2) hours of call notification. On site will be defined as the Dispatch Center, however, at the technician's discretion, response to another site within the radio system may be required, or corrective action may be accomplished by remote diagnostics. All repairs will be completed in a timely manner to restore full system operations.

5.0 NON-EMERGENCY RADIO SERVICE

5.1 Non-emergency Radio Service is defined as maintenance or repair of system components that have not caused a failure or emergency condition.

5.2 EFJohnson will include technician'(s) labor, parts, travel and shipping for maintenance and repair of covered components and costs for Technical Support Group calls and equipment exchange or loan.

6.0 800 MHz MULTI-NET® TRUNKED RADIO SYSTEM

6.1 CUSTOMER service calls to EFJohnson concerning 800 MHz Multi-Net® Trunked Radio System will initially be considered as emergency service calls.

6.2 This equipment will be serviced on site when practical. All sites, all components, parts and electronics, wiring/cable operational functions, software, hardware, firmware and features for existing system. Such as, but not limited to, Repeaters, RNT 3000 Switch Components, SSM/CP (UAS) equipment and Control Stations with and without remote, Lightning Protection Devices and UPS devices. EFJohnson will respond to service calls for battery related problems, however, replacement of batteries is not covered under this plan as noted in Section 3.1.3.

6.3 EFJohnson will provide routine maintenance on Net and System Manager Computers, workstations and existing software programs and printer located at the dispatch center. EFJohnson will provide a written overview of the computer equipment on a two year basis and recommend any upgrades/purchases that EFJohnson feels would be in the best interest of CUSTOMER to keep its computer equipment up to date with industry standards.

6.4 For both emergency and non-emergency service calls, EFJohnson will include technician labor, parts, travel and shipping for maintenance and repair of covered components and costs for Technical Support Group calls and equipment exchange or loan.

7.0 MOBILE RADIO SERVICE (Limited to E F Johnson 800 MHz Multi-Net® Trunked Radio System Mobile Radio Equipment.)

7.1 Mobile Radio Equipment will be serviced on site *(police/fire/ambulance)* within 48 business hours of call for service. Some conditions may require that the vehicle be taken to the service facility. Service to mobile radio equipment will be scheduled in advance during normal shop working hours *(Monday / Friday 8am-4pm* by contacting the Service provider designated in Section 2.1 of this Maintenance Statement of Work.

7.2 Radio Programming, except upon returning a repaired radio to service, is not included in this Maintenance Statement of Work.

7.3 Installation and/or removal of radios, except as required for repair or service, are not included in this Maintenance Statement of Work

8.0 TELEPHONE CIRCUITS (used to control radio equipment)

8.1 Such calls to EFJohnson will initially be considered as emergency service calls.

8.2 When a service call is made and the resulting trouble is determined to be a defective telephone circuit creating the trouble condition, the initial service call will be covered by EFJohnson at no charge. Upon determination of telephone line difficulty, the technician will be responsible for notifying the telephone company repair service. The technician will report to the Dispatch Center that the telephone company repair service has been notified and what actions are being taken to resolve the trouble condition.

8.3 Subsequent service calls relating to the same telephone circuit trouble condition, even if intermittent or if EFJohnson has to respond and work with the telephone company repair service to resolve the trouble condition, will require reimbursement to EFJohnson by CUSTOMER for labor and travel time associated with the subsequent service call(s) at a rate of $100 per hour with a minimum one hour charge. Calls after normal work hours will be charged at the rate of $150 per hour with a minimum 2 hour charge.

9.0 RADIO CONTROL STATIONS

9.1 Such calls to EFJohnson will initially be considered as emergency service calls.

9.2 All components, parts and electronics, for existing equipment are included. This equipment will be serviced on site when practical.

9.3 For both emergency and non-emergency service calls, EFJohnson will include technician labor, parts, travel and shipping for maintenance and repair of covered components and costs for Technical Support Group calls and equipment exchange or loan.

10.0 DISPATCH CONSOLE SYSTEMS

10.1 Such calls to EFJohnson concerning dispatch console systems will initially be considered as emergency service calls.

10.2 All components, parts and electronics for existing systems, to include all wiring and current operational functions, software/hardware firmware and features are included. This equipment will be serviced on site when practical.

10.3 For both emergency and non-emergency service calls, EFJohnson will include technician labor, parts, travel and shipping for maintenance and repair of covered components and costs for Technical Support Group calls and equipment exchange or loan.

11.0 MICROWAVE SYSTEM

11.1 CUSTOMER service calls to EFJohnson concerning the Microwave System will initially be considered as emergency service calls.

11.2 The microwave system equipment will be serviced on site semi-annually in accordance with the Microwave Checklist in Appendix B. Manufactured discontinued equipment will be serviced on a best effort basis. Any equipment that cannot be serviced or repaired will replaced at CUSTOMER expense. EFJohnson will be required to deliver to CUSTOMER a detailed report indicating the reasons why equipment cannot be serviced or replaced and options available to rectify any loss of critical infrastructure.

11.3 For both emergency and non-emergency service calls, EFJohnson will include technician labor, parts, travel and shipping for maintenance and repair of covered components and costs for Technical Support Group calls and equipment exchange or loan.

12.0 TOWER STRUCTURES:

12.1 CUSTOMER service calls concerning the tower and antenna system will initially be considered as emergency service calls.

12.2 EFJohnson will not provide any maintenance or repair of the tower. When necessary, EFJohnson will assist CUSTOMER in obtaining service and repair for tower.

12.3 EFJohnson will provide contact information for tower and antenna system maintenance contractors that would be capable of responding to a tower related service call within 24 hours for CUSTOMER. CUSTOMER will be responsible for the associated tower maintenance contractor costs.

13.0 SPARE PARTS

13.1 EFJohnson will maintain a sufficient supply of critical spare parts for repair to system components, except where manufactured discontinued items are no longer available.

13.2 For both emergency and non-emergency service calls, EFJohnson will include technician labor, parts, travel and shipping for maintenance and repair of covered components and costs for Technical Support Group calls and equipment exchange or loan.

14.0 PREVENTIVE MAINTENANCE PLAN

14.1 EFJohnson can conduct an annual Performance Renewal Program (PRP) **(Exhibit D)**. The cost for this service is as stated in the Maintenance Agreement, paragraph 2.2. The PRP is designed to return all infrastructure equipment in the radio system to factory specifications. This will include routine maintenance on Net and System Manager Computers and workstation and existing software programs located at the dispatch center. A prescribed set of preventive maintenance checks, (quarterly and semi-annually), will be accomplished through the maintenance provider through an agreed upon schedule with CUSTOMER (**Exhibits B & C**).

15.0 LIGHTNING PROTECTION / GROUNDING SYSTEMS:

15.1 EFJohnson will examine existing lightning protection devices and grounding systems at all sites on an annual basis as part of the Performance Renewal Program. The cost to repair and/or replace any lightning protection devices will be the responsibility of CUSTOMER.

16.0 REPAIRS AND REPLACEMENT:

16.1 In order to ensure that the radio system is always operating at factory specifications, EFJohnson, when deemed necessary, will maintain, repair or replace defective equipment or components covered in the maintenance agreement at no additional charge to include labor, shipping and travel. Repair of items not manufactured by EFJohnson will be provided on a best effort basis. However, if these items cannot be repaired, replacement will be the responsibility of the CUSTOMER if it is outside the scope of warranty. The following conditions are specifically excluded from this Maintenance Statement of Work:

16.1.1 Vandalism or Sabotage.

16.1.2 Fire damage unless covered component is determined to have caused fire damage. Failure or damage due to user negligence, accidents, misuse, abuse or unauthorized modification, AC power surges.

16.1.3 Act of God, severe weather events, ice/snow, flooding, lightning strike or other extraordinary circumstances beyond the control of EFJohnson.

16.1.4 Service on radio or microwave equipment installed by a vendor other than EFJohnson or approved subcontractor.

16.1.5 Installation or removal of new radio equipment, in new vehicles, or removal from vehicles going out of service.

16.1.6 All parts and material used will be OEM new, OEM reconditioned or factory manufacture approved, or newer version may be used if such will not create compatibility problems.

16.1.7 Any equipment that leaves a site for repair shall be documented on a traceable work order by description and full serial number.

16.1.8 Any equipment removed from a site due to a maintenance issue shall be documented on a traceable work order by description and full serial number and restored back into its original location. All equipment is to be returned to its site within 7 work days following the completion of repair.

17.0 MAINTENANCE RECORDS:

17.1 EFJohnson will maintain records of all maintenance and repair activity. Records will contain the following information: (1) date/time, (2) job number, (3) action taken, (4) what was repaired or replaced, and: (5) the name of technician who performed work.

18.0 SECURITY AND SITE ACCESS:

18.1 EFJohnson understands the need for security with the radio system. Access keys, passwords, telephone numbers and computer software utilized for remote diagnostics and radio programming shall be treated as confidential and shall only be released to CUSTOMER'S authorized personnel. CUSTOMER will provide EFJohnson a list of such authorized persons. Site access is restricted to EFJohnson, its employees, and its authorized subcontractors. All other persons EFJohnson may deem necessary to be on site will require permission in advance from CUSTOMER's designated representative.

APPENDIX A: COVERED EQUIPMENT

Item	Qty	Description
1	15	Repeaters
2	1	RNT Switch [1]
3	1	SSM/CP (Switch Computer) [2]
4	1	Console System (CPP) (Orbacom Switch Cabinet) [3]
5	6	Console Positions [4]
6	3	Voter Modules
7	1	Simulcast Controller
8	1	Simulcast Host Computer
9	3	Station Site Controller
10	4	Spectracom GPS
11	1	Microwave
12	2	Channel Banks
13	0	Base Station
14	0	Control Station
15	0	Remotes
16	302	Mobiles
17	579	Portables

[1] This is the cabinet that controls the repeaters and interfaces to the Dispatch Console system. Includes the RNT Switch Cabinet, power supplies in the cabinet and all the cards in the cabinet.

[2] This is the computer that controls the switch and handles the subscriber management and reporting. Includes the computer, monitor, keyboard and mouse. Includes repair (if possible), but not replacement of the computer/monitor upon catastrophic failure.

[3] This is the cabinet that controls the Dispatch Console positions. Includes the cabinet, power supplies in the cabinet and all the cards in the cabinet.

[4] These are the computers that are used to dispatch calls. Includes the computers, monitors, keyboards, mouse and Console Interface Position (CIP) trays. Includes repair (if possible), but not replacement upon catastrophic failure.

21.0 SPECIAL PROVISIONS

21.1 The following special provisions are hereby incorporated into this Maintenance Agreement:

21.1.1 EFJohnson shall invoice the CUSTOMER for 100% of the purchase price 30 days prior to the first day of each Term in advance of commencement of services.

21.1.1.1 Impacts of 800 MHz Rebanding. CUSTOMER has entered into a Rebanding Agreement with EFJohnson, through which EFJohnson will replace CUSTOMER'S subscriber radios as defined in a Frequency Reconfiguration Agreement (FRA) between CUSTOMER and Sprint Nextel. This will impact the subscriber equipment covered by this Agreement. Replacement subscriber radios will not be deployed at a single point in time. The quantity of existing radios and replacement radios will therefore be constantly changing, and exact timing cannot be predicted at this time. The Parties therefore agree as follows:

21.1.1.2 For each month of this Agreement, in which replacement radios are deployed, EFJohnson will identify a maintenance credit to CUSTOMER for units that have been replaced. This credit will

be applied against future Maintenance Agreements, and calculated as follows - $2.83 per radio replaced in previous months, plus $1.44 per radio replaced in the current month.

EXHIBIT B: STANDARD MAINTENANCE SCHEDULE

Every site will be visited every quarter. This maintenance plan is perpetual in nature, and the cycle repeats as follows:

Month 1	
Month 2	
Month 3	**A**
Month 4	
Month 5	
Month 6	**A/B**
Month 7	
Month 8	
Month 9	**A**
Month 10	
Month 11	
Month 12	**A/B/C**

Maintenance schedule "A" - this schedule is performed on a **quarterly** basis at all sites. Repeater data and deviation tests are performed on all repeaters. This procedure includes complete visual inspection inside and out, a checklist of alarms and operational parameter indicators.

Maintenance schedule "B" - this is the **semi-annual** procedure. System sensitivity and System squelch tests are performed on all repeaters.

Maintenance schedule "C" - this is the **annual** PRP procedure. Please see PRP Statement of Work (Exhibit **D)** for detailed information.

Data from each visit shall be recorded on the Site Maintenance Checklists. See Exhibit **C**.

EXHIBIT C: SITE MAINTENANCE CHECKLIST

Customer: _____

Site Name: _____

Date: _____

Tech: _____

Maintenance Schedule A

1. Site Visual Checks

Fence/Gate	☐	Temp/Humidity	☐
Bulkhead	☐	Bulkhead/RF	☐
Coax/Gnd	☐	Wire/Cable	☐
Tower	☐	OCXO	☐
Site Log	☐	GPS	☐
Other	_____	Mux	☐

2. Repeater Checks (All items are Pass/Fail)

Rptr	Alarms	1PPS	TX IAC	TX SMC*	TX Temp	Audio	10sUpdate
1							
2							
3							
4							
5							
6							
7							
8							

* Simulcast only

Rptr #	Rpt Data		Re-TX Deviation	
	TX(1)	RX(2)	@ 1.5kHz	@ 2.5kHz
Repeater 1				
Repeater 2				
Repeater 3				
Repeater 4				
Repeater 5				
Repeater 6				
Repeater 7				
Repeater 8				

Specifications

(1) 800 MHz = 1 KHz, 900MHz = 800 Hz

(2) 340 milli-volts

3. ☐ Cold Reboot, Win NT site computer

Maintenance Schedule B

Repeater #	System Sensitivity(1)	System Squelch(2)
Repeater 01		
Repeater 02		
Repeater 03		
Repeater 04		
Repeater 05		
Repeater 06		
Repeater 07		
Repeater 08		

Specifications
(1) < .35µv @ 12 dB SINAD
(2) Unsquelch @ 6 dB

Perform corrective action as necessary on failed items to return to specification. Indicate corrective action performed in the Notes section.

Notes:

EXHIBIT D: PERFORMANCE RENEWAL PROGRAM (PRP)
STATEMENT OF WORK

1.0 GENERAL

1.1 This Statement of Work (SOW) is used in conjunction with the EFJohnson Performance Renewal Program (PRP).

1.2 Definitions:

a) "Customer" shall mean the Owner of the Equipment and/or the Buyer of the PRP service.

b) "EFJohnson" shall mean the E.F. Johnson Company.

c) "Fixed Equipment" shall mean the radio communication system equipment to be evaluated under the PRP to include the 3000 Series Switch and modules, System & Subscriber Manager (SSM) or System Management Module (SMM), Usage Accounting System (UAS), Remote Management Facility (RMF), as applicable, voice logging system, network management, dispatch consoles, repeaters, combining equipment, and relevant equipment agreed to by EFJohnson and CUSTOMER.

d) "Site(s)" shall mean the physical location of the Fixed Equipment.

e) "Links" shall mean any circuits that are used for interconnection purposes of the Fixed Equipment. Circuits are commonly 4 wire audio telephone, microwave, fiber optic, or RF links.

f) "Subscriber Equipment" shall mean the mobile, portable, and control stations (base stations) and associated accessories.

1.3 Working hours, working conditions, access to work sites, and, if required, local transportation shall be arranged for and clearly defined. EFJohnson's workday is defined as a ten (10) hour day. Arrival and departure dates for EFJohnson personnel shall be clearly communicated between Customer and EFJohnson, prior to departure of EFJohnson personnel.

1.4 This SOW does not change, or alter in any way, the previous equipment warranty.

1.5 EFJohnson will upgrade system software and firmware to latest releases as applicable and necessary to optimize performance and meet factory specifications. (Does not include upgrades to mobiles and portables.) A one-year Programming and Flash software subscription has been included in the purchase of this PRP at no additional charge.

2.0 EQUIPMENT AND SITE INFORMATION

2.1 The Fixed Equipment will be located at the Sites as outlined in EFJohnson documentation (e.g. drawing packages, data base).

2.2 The Equipment included for service within the guidelines of this SOW will be what is identified in EFJohnson documentation. If additional equipment is to be included in the services, it must be identified by the Customer in advance. There may be an additional charge to the Customer.

2.3 Subscriber Equipment is not serviced during a PRP and is not a part of this SOW.

3.0 EFJOHNSON'S RESPONSIBILITIES

3.1 EFJohnson shall designate a contact person(s) to coordinate EFJohnson's responsibilities.

3.2 EFJohnson shall adjust the Fixed Equipment for optimum performance within factory specifications. This will include Switch (RNT) power supplies, all cards within the switch (RNT), associated levels across links (see Customer link responsibilities), repeaters, logging equipment, consoles, as applicable.

3.3 EFJohnson shall inspect, and adjust as applicable, the combining equipment, computer-based elements, and other relevant Equipment.

3.4 EFJohnson shall update all relevant software and firmware in the switch (RNT) Modules, SSM (or SMM, UAS, RMF, as applicable), consoles, and other pertinent Fixed Equipment to the latest version when prudent and when performance improvements can be realized.

3.5 EFJohnson shall perform field updates to pertinent Fixed Equipment when prudent and performance improvements can be realized.

3.6 EFJohnson will provide a ninety (90) day guarantee for all workmanship and materials in conjunction with the work performed under this Statement of Work.

4.0 CUSTOMER'S RESPONSIBILITIES

4.1 Customer shall designate a contact person(s) (e.g. Project coordinator, system manager, technician, etc.) to coordinate Customer's responsibilities as set forth in this SOW.

4.2 Customer shall provide and permit timely access to any communication towers, equipment shelters and other electrical and mechanical equipment necessary for EFJohnson to complete the PRP service.

4.3 Customer is responsible for the RF environment at the Equipment Sites (e.g. site noise, adjacent channel problems, etc.).

4.4 Customer is responsible for timely resolution of telephone circuits and leased microwave link problems noted by EFJohnson during the course of the PRP. If the telephone circuits and leased microwave links cannot be repaired during the allotted PRP time, it is the Customer’s responsibility to correct any portions of the service work that could not be performed due to the Link problem. EFJohnson will be responsible for PRP on all EFJ supplied equipment.

4.5 Customer is responsible for supplying a copy of the users Fleetmap(s) (Programming) and a minimum of two radios (preferably portables) to use for testing on the system while performing the PRP.

4.6 Customer is responsible for all tower, antenna, coax and other ancillary equipment problems.

4.7 Customer is responsible for repair or replacement of any assemblies identified by EFJohnson during the service work that are not field repairable, or are not in an EFJohnson Warranty or Maintenance Period. This will be outside of the price quotation for the PRP itself. The Customer will receive a ten (10) percent discount off any exchange modules, from the exchange/loan program’s stock, needed as a result of this service. If this is not handled through the exchange/loan program, or does not fall in the time-frame of the PRP, the Customer will assume responsibility for reinstallation of the identified Equipment if the work done is not covered by the maintenance agreement.

4.8 Customer is responsible for costs due to delays beyond the control of EFJohnson at the daily rates specified in the quotation.

4.9 Customer is responsible for the cost associated with any specialized equipment or transportation needed to reach equipment sites.

5.0 PRP CHECKLIST

Customer: _____
Date: _____
Site: _____

Item	Description	Chk'd/Set
5.1.	SWITCH/RNT	
a	Upgrade CP/SSM Software (as necessary)	
b	Upgrade remote SSM software (as necessary)	
c	Defrag Hard Disk	
d	Upgrade Switch (RNT) Firmware (as necessary)	
	DCM	
	CIM	
	WAM	
	MCM/IDM	
	CPM	
	DIM	
	NetNIM	
	SNM	
	TIM	
e	Check and set voltages on power supplies	
f	Check dips switch setting on PTM cards. (S6 and S8 position 2 should be ON in a 6 shelf RNT.)	
5.2.	FUNCTION TESTS	
a	Telco Calls	
b	Wide Area Calls	
c	Console Functions	
d	Review restart & backup procedures with customer	

Item	Description	Chk'd/Set
5.5.	VOTERS	
a	Check voter bucket level	
b	Rx Audio Level	
c	Check link levels.	
5.6.	REPEATERS	
a	Upgrade Repeater Flash	
b	Upgrade Repeater Firmware	
c	Check HSDB dipswitch settings on end MPC cards.	
d	Check HSDB dipswitch settings on center MPC cards.	
e	FCC Frequency	
f	RX Frequency	
g	Sinad 12 dB	
h	Distortion	
i	Squelch Threshold	
j	RX Data VACRMS	
k	Power Out P.A.	
l	Power Out Antenna	
m	Power Reflected (mW)	
n	Data Deviation kHz	
o	Voice Deviation kHz	
p	TX Frequency	

Consent 1. C.

Regular City Council Meeting
Meeting Date: 08/22/2011
TITLE: W.O. 10-08 Water Treatment Plant Clearwell Improvements Amendment #3
PRESENTED BY: David Mumford
Department: Public Works

PROBLEM/ISSUE STATEMENT

Staff is requesting that the City Council consider authorizing and executing a Contract Amendment for Professional Services with Morrison-Maierle to provide design and construction administration services for W.O. 10-08 WTF Clearwell Baffle Project. The original scope of the project was for the design and construction administration of baffle curtains in both clearwells and to repaint Clearwell No. 1 at the Water Treatment Facility . After taking Clearwell No. 1 out of service to begin the painting and installation of the baffle curtains of the clearwell, it was observed that the structural members of the roof were very rusted. Upon inspection of the clearwell roof by a structural engineer, it was recommended that the clearwell roof be replaced and that the existing condition of the roof is not safe. Due to the condition of the roof, the installation of the baffle curtains and the repainting of the clearwell has been stopped until the clearwell is safe to work in. This contract amendment is for the design and construction administration of the roof for Clearwell No. 1.

ALTERNATIVES ANALYZED

The Council May:

- Approve Contract Amendment No. 3 with Morrison-Maierle for design and construction administration of the roof for Clearwell No. 1; or
- Do not approve Contract Amendment No. 3 with Morrison-Maierle. Delay of the project could cause the Water Treatment Facility to fail drinking water standards during high demand periods.

FINANCIAL IMPACT

Funding for this project will be from FY 2011 Water Revenues.

Approved Funding Amount	$1,152,199.00
Original Contract	$ 47,930.00
Contract Amendment No. 1 - MMI	$ 4,200.00
Construction Contract (COP)	$ 936,852.00
Contract Amendment No. 2 - MMI	$ 27,300.00
Contract Amendment No. 3 - MMI (This memo)	$ 85,495.00
Remaining Funding	$ 50,422.00

RECOMMENDATION

Staff recommends that Council authorize the Mayor to sign Contract Amendment No. 3 with Morrison-Maierle in the amount not to exceed $85,495.00.

APPROVED BY CITY ADMINISTRATOR

Attachments

Amendment

AMENDMENT NO. 3

TO

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

W.O. 10-08

WATER TREATMENT PLANT CLEARWELL CT IMPROVEMENTS

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

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

and

Morrison-Maierle, Inc.
315 North 25th, Suite 102
Billings, Montana 59102
Hereinafter designated the Contractor

WITNESSETH:

WHEREAS, the City and Contractor have entered into a contract dated March 8, 2010, for Contractor to provide engineering services to the City for Work Order 10-08 Water Treatment Plant Clearwell CT Improvements, and;

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

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

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

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

Part I, Section 3. Time for Performance, paragraph C. is amended as follows:

This Contract shall terminate at midnight on September 1, 2013.

Appendix A – Basic Services of Engineer, Section 3 Scope of Work is amended as follows:

Add the following additional work to Section 3.1.1:

1.1 The Engineer shall perform the work outlined within this amendment that includes the completion of a preliminary engineering report, design, bidding, and construction phase services for the Water Treatment Plant Clearwell No. 1 Roof Improvements Project. Design and construction work for the City of Billings includes replacing or repairing the roof of Clearwell No. 1. In general these improvements may consist of, but not be limited to:

- Replacement, rehabilitation, or a combination of replacement and rehabilitation of the Clearwell No. 1 roof.
- Safety improvements to the Clearwell No. 1 ladder.
- Installation of a second access manway in the shell of Clearwell No. 1.

Completion of said design shall include the following tasks:

a. Preliminary Engineering Report

1. Complete one site visit and review of as-built information to identify pertinent information to be included in the project.

2. Prepare a structural analysis of the roof system using current structural code.

3. Prepare an analysis of three alternatives for roof improvements. Alternatives shall include rehabilitation of the roofing system or a combination of rehabilitation and replacement, replacement of the roof framing system only, and replacement of the entire roof structure. Costs will be developed for each alternative.

4. Prepare and submit a Preliminary Engineering Report in the form of a technical memorandum. This report shall summarize project related design parameters, present the alternatives analysis, and summarize preliminary construction costs for each alternative. Two (2) copies and an electronic version of the Preliminary Engineering Report in portable document format (pdf) will be provided to the City of Billings for review.

b. Design Engineering Services

1. Design engineering services will focus on advancing the selected roof improvements design identified in the preliminary engineering report to 70% design.

2. Project specifications and construction drawings will be prepared. The front-end or boiler plate of the project manual will be based on City of Billings standards and forms and the most current edition of the Montana Public Works Standard Specifications. Project specific modifications will be included as needed. Engineer will prepare and provide all technical specifications. Two (2) half-size plan sets and two (2) project specifications will be provided to the City of Billings for review.

3. Engineer will attend one design review meeting with the City of Billings.

c. Final Engineering Services

1. The final design package will incorporate comments received from the City of Billings after the 70% design package submittal and design review meeting is complete.

2. Engineer will finalize design services as follows:

    a. Stamp and sign all plans and specifications with seal of Professional Engineer in charge.

    b. Submit two (2) copies of the project specifications, two (2) half-size plans sets, and a letter report to Montana Department of Environmental Quality (MDEQ) for approval.

    c. Compute project construction quantities and prepare an engineer's opinion of probable construction cost.

    d. Prepare and supply all project specifications and bidding documents necessary for bidding and construction. Bid advertisement text will be provided to City of Billings for publication.

    e. Schedule and hold pre-bid meeting. Prepare and issue addenda as necessary. Conduct a pre-bid field review with contractors as necessary.

    f. Attend the bid opening, analyze bids, submit a bid tabulation, make a construction contract award recommendation, and prepare the notice of award.

    g. Prepare and provide six (6) copies of contract bidding documents to Contractor. Review contract documents and submit to City of Billings for signature.

d. Construction Services

1. Construction Observation and Testing.

    a. Coordinate appropriate testing of materials intended for incorporation into the project and require documentation of testing results. Copies of all materials testing results will be provided to the City of Billings.

    b. Provide review of construction to check the Contractor's work for compliance with the drawings, specifications, and other applicable documents, codes, or standards. Due to the nature of the project, review of work shall be made on a half-time basis while work is in progress and assumes a contract time of two (2) months. In addition, a Certified Welding Inspector will be utilized to make a visual weld inspection of the new roof base on a periodic basis of two visits a week for the duration of the project. Each review shall be documented in permanent reproducible form and kept in consecutive order with the project file. Copies of the review reports shall be furnished to the City of Billings as requested during construction. Engineer will notify City of Billings immediately of contract problems or deviation from approved plans.

2. Submittal Review and Document Preparation.

    a. Check shop drawings, samples, equipment, and other data submitted by the Contractor for compliance with drawings and specifications.

    b. Prepare change orders that do not require additional engineering design or inspection.

    c. Prepare monthly pay estimates and final pay estimates for construction and prepare contract administration forms on a monthly basis. These will be submitted in a City of Billings approved format.

    d. Issue notice to the Contractor to suspend work in whole or in part when, at the recommendation of the Engineer, it is the opinion of City of Billings that work is not being performed or cannot be performed in accordance with the contract documents and specifications.

    e. Contact City of Billings for any proposed plan or specification changes when required due to initial design and engineering deficiencies in order to complete the project in its original concept. Plan and specification changes shall be prepared by the design engineer.

f. Prepare and recommend work change directives and change orders when necessary due to conditions encountered during construction. The Engineer is not authorized to order additional work without the approval of City of Billings Task Director. Any work resulting in contract overages will be processed by approved changes orders using City of Billings standard forms.

e. Final Services

1. Prepare record drawings and furnish City of Billings with one (1) paper set for review and comment.

2. Furnish City of Billings with record drawings as follows: two (2) sets of full-size record drawings, one (1) electronic set in AutoCAD (*.dwg) format, and one (1) electronic set in portable document format (*.pdf).

3. Schedule and make final inspection with City of Billings and certify to City of Billings all construction items were constructed according to plans and specifications and are acceptable to the Engineer.

4. Schedule and make an inspection with City of Billings prior to the expiration of the construction warranty period and provide a certification of final acceptance. If any problems are found, send a list of deficiencies to City of Billings and Contractor and continue until acceptable.

Appendix B – Methods and Times of Payment, Section 1.A.2 Construction Administration is amended as follows:

Increase the not to exceed cost by $85,495.

Appendix D – Schedule of Professional Services is amended to include the following updated billing rates schedule:

(insert MMI Standard Billing Rates Schedule, page 1 of 2)

(insert MMI Standard Billing Rates Schedule, page 2 of 2)

Appendix E – Project Schedule is amended as follows:

Based on receipt of a notice to proceed from the City of Billings no later than August 25, 2011, the completion date for the Engineer's work through final design shall be:

B. Submittals and Meetings

1. Preliminary Engineering Report Submittal – September 16, 2011

2. 70% Design Submittal – 30 days after Preliminary Engineering Report review and recommendation concurrence by the City of Billings

3. 100% Design Submittal – 15 days after design review meeting with the City of Billings

All other terms and conditions of the contract to which this amendment applies shall remain in full effect.

CONSULTANT

NAME: Morrison-Maierle, Inc.

BY: _____

TITLE: Vice President

DATE: _____

CITY OF BILLINGS, MONTANA

BY: _____
City Administrator

DATE: _____

Consent 1. D.

Regular City Council Meeting
Meeting Date: 08/22/2011
TITLE: Non-Commercial Aviation Ground Lease with St. Vincent Healthcare
PRESENTED BY: Tom Binford
Department: Airport

PROBLEM/ISSUE STATEMENT

The Non-Commercial Aviation Ground Lease with St. Vincent Healthcare expires on August 31, 2011. This is the renewal of St. Vincent Healthcare's ground rental in the Executive Hangar area located on the west end of the Airport at 2461 Overlook Drive. The parcel encompasses 18,750 square feet and includes a hangar constructed by St. Vincent Healthcare. The hangar is currently occupied by Agri-Systems, Inc. in a hangar use exchange agreement, whereby St. Vincent Healthcare actually occupies Agri-System's much larger hangar located at 2400 Overlook Drive. St. Vincent Healthcare utilizes the hangar it occupies for its LifeFlight helicopters that serve the surrounding region. The new Lease is for a five (5) year term, commencing September 1, 2011 and ending on August 31, 2016. Standard indemnification and insurance requirements are included in this Lease renewal.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the renewal of the Non-Commercial Aviation Ground Lease with St. Vincent Healthcare for an additional five (5) year term, commencing September 1, 2011 and ending on August 31, 2016; or
- Not approve the renewal of the Non-Commercial Aviation Ground Lease with St. Vincent Healthcare for an additional five (5) year term, commencing September 1, 2011 and ending on August 31, 2016.

FINANCIAL IMPACT

The City will receive annual revenue for this Lease of $4,762.56 in the first year. Subsequent years will be adjusted for inflation using the Consumer Price Index for All Urban consumers (CPI-U) published by the U.S. Department of Labor.

RECOMMENDATION

Staff recommends the City Council approve this Non-Commercial Aviation Ground Lease with St. Vincent Healthcare for an additional five (5) year term, commencing September 1, 2011 and ending on August 31, 2016.

APPROVED BY CITY ADMINISTRATOR

Consent 1. E.

Regular City Council Meeting

Meeting Date: 08/22/2011

TITLE: Annexation #11-02: Acknowledge receipt of petition and set a public hearing date

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

Knife River Inc. has submitted a petition to annex land to the City of Billings under 7-2-4600 MCA. The subject property is 16.94 acres in size and is located on the South Frontage Road, west of the intersection of Sugar Avenue and South Frontage Road. The property is addressed as 3128 South Frontage Road. The parcel is currently undeveloped and has been used as a pig farm and gravel pit in the past. The property owner is requesting annexation in order to obtain City services for future development of the property. There are no plans to develop the property at this time, according to the owner's agent, Land Use Consulting. The property is located within the five year annexation area of the City's Limits of Annexation Map and appears to meet many of the City's criteria in its Annexation Policy. A detailed review and analysis of the Annexation Policy criteria will be provided in the Council's public hearing memo. The City Council's policy is to consider annexations at two separate Council meetings. At the first meeting, the Council acknowledges receipt of a petition and sets a public hearing date. At the second meeting, the Council conducts the hearing and decides if it will annex the property.

ALTERNATIVES ANALYZED

MCA, Section 7-2-4600 allows owners of more than 50% of the property to petition the city for annexation. The only alternative that is consistent with City Council policy is to acknowledge receipt of the petition and set a public hearing date.

FINANCIAL IMPACT

Analysis by City staff of how City services may be provided to this property, the potential financial implications of development of the property, and a recommendation on the annexation will be prepared and presented at the public hearing.

RECOMMENDATION

Staff recommends that the City Council acknowledge receipt of the annexation petition and schedule a public hearing for September 12, 2011 to consider annexing this property.

APPROVED BY CITY ADMINISTRATOR

Attachments

Annexation Petition

Annexation Property Information

Annexation Legal Description

Annexation Exhibit

PETITION
FOR ANNEXATION
TO THE CITY OF BILLINGS

NOTICE TO PETITIONER

This is a Petition to the City of Billings requesting the annexation of property to the City, pursuant to MCA Title 7, Chapter 2, Part 46. Procedures for annexation are governed by the Statutes of the State of Montana. This Petition requires the signatures of more than 50% of the Resident Freeholder Electors to be considered for annexation.

INSTRUCTIONS

1. All items must be completed or provided. Please type or print. You may attach additional pages if more space is needed.

2. Prepare a map drawn to a scale adequate and legible to show the property requesting annexation and all other property within one-quarter (1/4) mile.

   The map must show:

   a. The present and proposed boundaries of the municipality;

   b. The present streets, major trunk water mains and sewer mains;

   c. The zoning of the property requesting annexation and the property immediately adjacent to it.

3. The Petition should be submitted to the Planning Department, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., located on the 4th Floor of Parmly Billings Library at 510 North Broadway, Billings, Montana. Upon presentation, the Petition will be checked for completeness. Once accepted, the Petition will be routed to the following City Departments: Public Works, City-County Planning, Public Utilities, Fire Department, City Attorney, Police Department, and Finance Department. If no problems with the Petition have been noted by the departments, the City Clerk will schedule the Petition for City Council action.

4. By filing the petition for annexation, the Petitioner(s) agree that only those City services which are available to the general area shall be provided to Petitioner, and that additional services as may become available to the general area shall be made available to Petitioner(s) in the same manner as said services are made available to other residents of the City. Petitioner(s) specifically waive the right to the report and plans for extension of services as provided in MCA Title 7, Chapter 2, Part 47.

5. A description of the territory to be annexed to the City is legally described on a document attached hereto.

RESIDENT FREEHOLDER ELECTORS

Date	Print Name	Name Signature	Address
6.2.11	DAVID C. ZINKE		4014 HESPER RD BILLINGS, MT. 59106

(continued on separate page)

Tax Codes

Tract 1, COS 1591 : D01859

Tract 1, COS 1596 : D201860

(Should be completed prior to obtaining signatures of resident freeholder electors)

DESCRIPTION OF THE TERRITORY TO BE ANNEXED TO THE CITY OF BILLINGS

Legal Description	Tax Code	Address of General Location	Use of Property	Legal Property Owners	Address	Phone
Tract 1 COS 1591		3628 S. Frontage	Industrial	Knife River	4014 Hesper Rd	
Tract 1 COS 1596		" "	Industrial	Knife River	Billings, MT 59108	651-2485
of Government Lot 2, Section 15 Township 1 South, Range 26 East, PMM.						

ALL ITEMS BELOW SHALL BE COMPLETED BY STAFF

Date Submitted: 7/15/11 Received By: LAF Petition Number: 11-02

Fee Paid: $960.00

Revised 6/99

SHUMOCKER ANNEXATION REQUEST

PROPOSAL

Knife River Corporation owns property legally described as Tract 1 of COS 1591 and Tract 1 of COS 1596 of Government Lot 2, Section 15, Township 1 South, Range 26 East, PMM. The property shall herein be referred to as the Shumocker Pit and is proposed for annexation into the City of Billings, Montana.

BASIC PROPERTY INFORMATION

Property Owner
Knife River, Inc.
4014 Hesper Road
Billings, Montana 59108

Representative
Elaine Hawk
Land Use Planner
pLAND Land Use Consulting
1000 Stephens Avenue |Suite 3
Missoula, Montana 59801
406.214.7475

Legal Description
Tract 1 of COS 1591 and Tract 1 of COS 1596 of Government Lot 2 Section 15, Township 1 South, Range 26 East, PMM

Parcel Size
COS 1591 Tract 1: 10.20 acres
COS 1596 Tract 1: 6.74 acres
Total: 16.94 acres

Property Address
3128 South Frontage Road

Historic Use of Property
Pig Farm
Gravel Pit

Zoning
CI – Controlled Industrial

Growth Policy Designation
Highway Commercial – Controlled Industrial
Yellowstone County - City of Billings
2008 Growth Policy Update (Map Attached)

Access
Frontage Road
- Functional Classification: Arterial
- Paved
- Public
- Abuts Northern Perimeter of Property

Services
No services currently available on site.
City services in close proximity to the site:
Municipal Sewer & Water
Gas
Electric
Telephone

General Property Notes
Property is undeveloped.
There are no plans for improvements to the property or other development of the property at this time.
Property is currently listed for sale.

EXHIBIT A

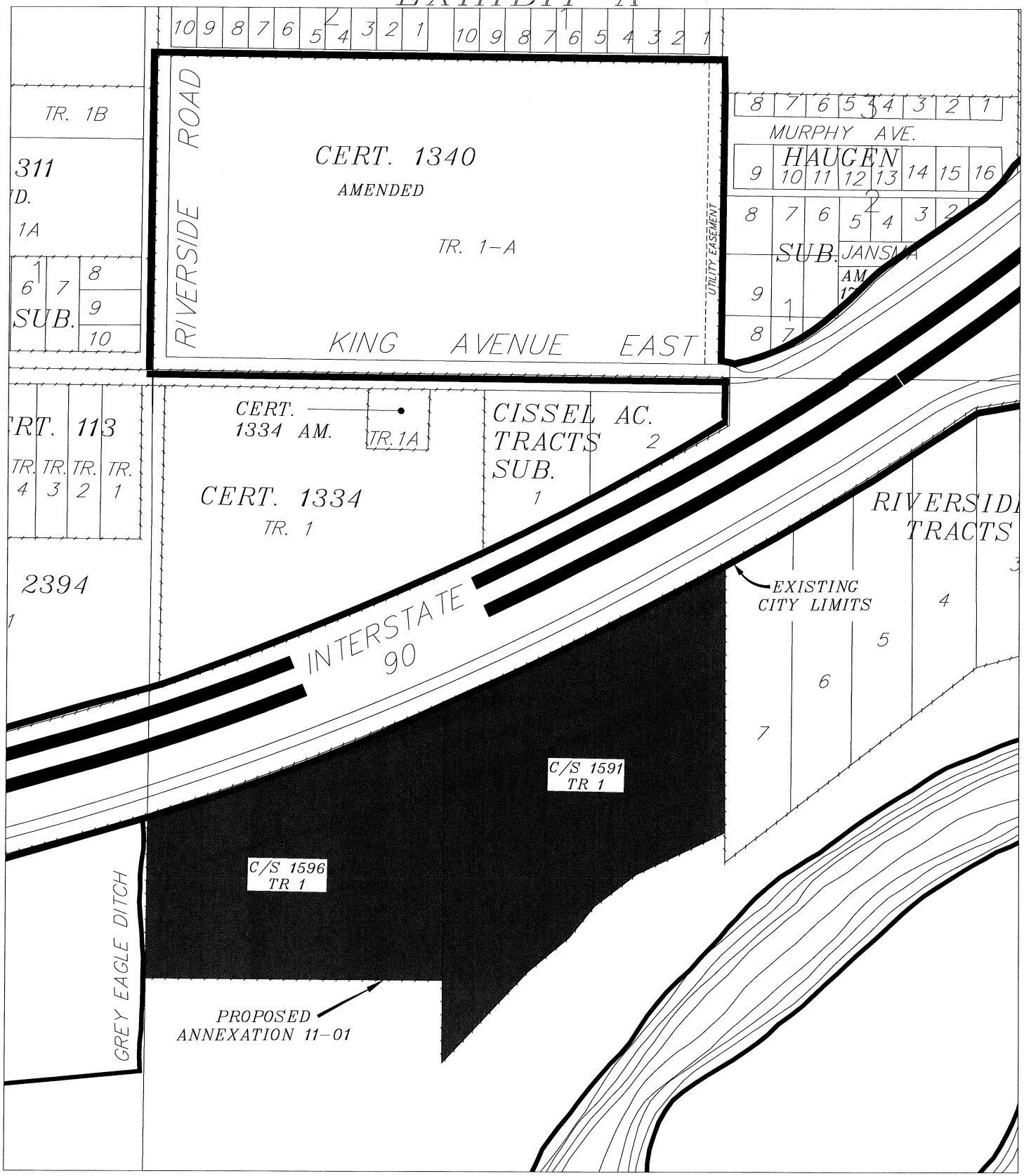
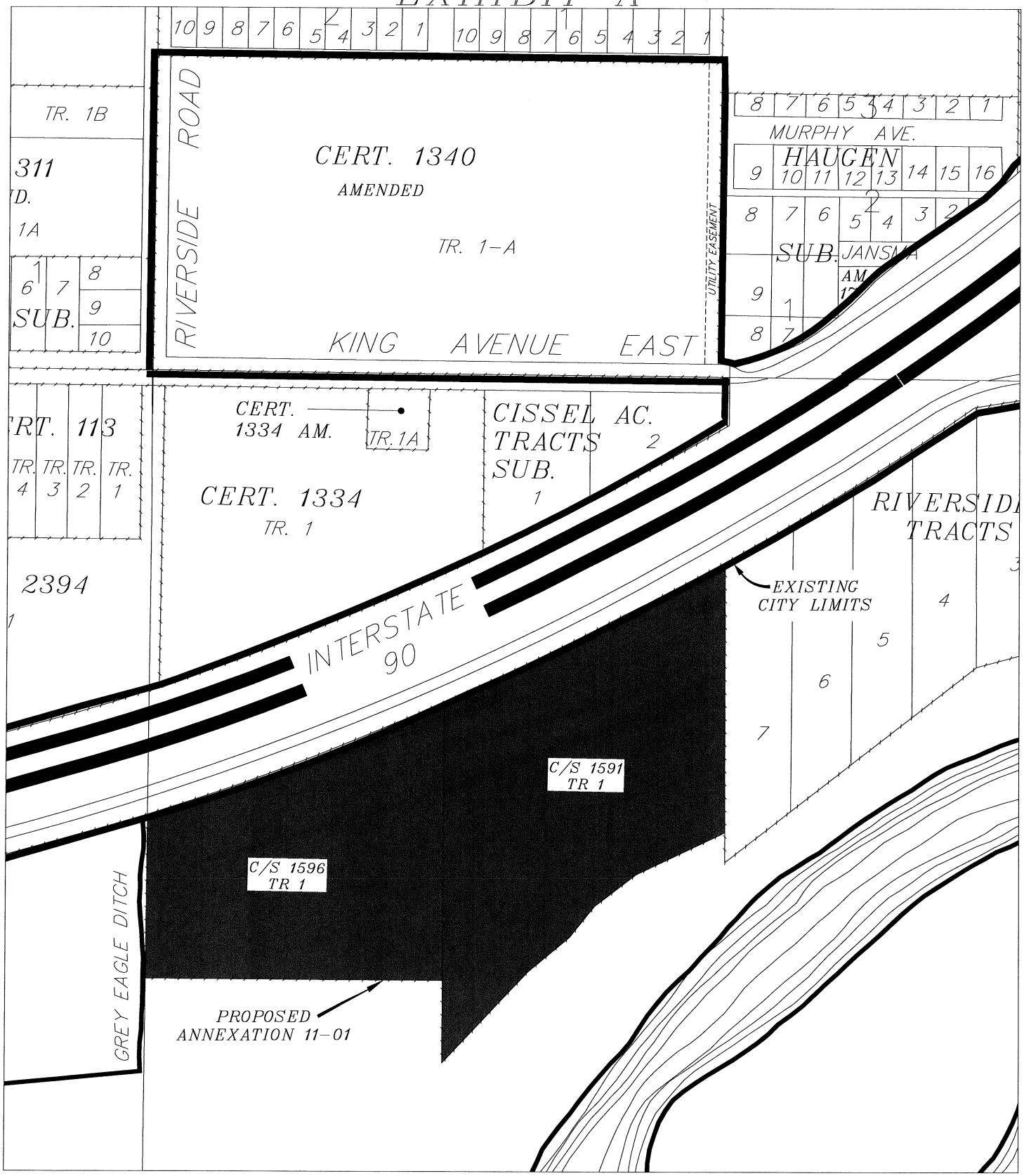

RIVERSIDE ROAD
CERT. 1340
AMENDED
TR. 1-A
UTILITY EASEMENT
KING AVENUE EAST
MURPHY AVE.
HAUGEN
SUB.
TR. 1B
311
1A
SUB.
CERT. 1334 AM.
TR. 1A
CERT. 1334
TR. 1
CISSEL AC. TRACTS
SUB.
2
1
TR. 4
TR. 3
TR. 2
TR. 1
2394
INTERSTATE 90
EXISTING CITY LIMITS
RIVERSIDE TRACTS
C/S 1591 TR 1
C/S 1596 TR 1
GREY EAGLE DITCH
PROPOSED ANNEXATION 11-01

EXHIBIT A


RIVERSIDE ROAD
CERT. 1340
AMENDED
TR. 1-A
UTILITY EASEMENT
KING AVENUE EAST
MURPHY AVE.
HAUGEN
SUB.
TR. 1B
311
1A
SUB.
CERT. 1334 AM.
TR. 1A
CERT. 1334
TR. 1
CISSEL AC. TRACTS
SUB.
2
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TR. 4
TR. 3
TR. 2
TR. 1
2394
INTERSTATE 90
EXISTING CITY LIMITS
RIVERSIDE TRACTS
C/S 1591 TR 1
C/S 1596 TR 1
GREY EAGLE DITCH
PROPOSED ANNEXATION 11-01

Consent 1. F. 1.

Regular City Council Meeting
Meeting Date: 08/22/2011
TITLE: Yellowstone Art Museum Oktoberfest
PRESENTED BY: David Mumford
Department: Public Works

PROBLEM/ISSUE STATEMENT

A street closure has been requested for the following event:

Who: Yellowstone Art Museum
Event: Oktoberfest
Date and Time: Saturday October 1 from 8:00 am to 10:00 pm
Where: N. 26th between 4th Ave N and 6th Ave N

Recommended conditions of approval include Yellowstone Art Museum: 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. Contact all businesses/residents affected and make them aware of the event 5. 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 streets 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 Yellowstone Art Museum

RECOMMENDATION

Staff recommends that Council approve the street closure named above for the annual Yellowstone Art Museum Oktoberfest event.

APPROVED BY CITY ADMINISTRATOR

Attachments

YAM Oktoberfest

City of Billings
RIGHT-OF-WAY ACTIVITY PERMIT

Please check the type of activity you are applying for:

[ ] Parade [ ] Run/Walk/Procession [X] 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 Kimberly Sapone

ORGANIZATION MAKING APPLICATION Yellowstone Art Museum

PHONE (406) 256-6804

ADDRESS 401 North 27th St., Billings, MT 59101
(CITY, STATE, ZIP)

EMAIL ADDRESS development@artmuseum.org

APPROXIMATE TIME EVENT WILL:

Assemble 10/1/11 @ 8AM Start 4pm Disband 10pm- event over Midnight (cleanup)

DATE OF EVENT October 1, 2011

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

Oktoberfest - beer around the region. Live bands. German food. raise Money for Yellowstone Art Museum.

* goes between Museum & Visable Vault @ 26th St.

Museum owns Parking Cones to Block Streets.

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

Close N. 26 between 4th & 6th Ave N

BLOCK PARTY STREET LOCATION (IF APPLICABLE): 26th St. between 4th & 6th downtown (btwn museum & visible vault)

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

Yellowstone Art Museum will be Responsible for All Street Clean-up: Debris, trash etc. Clean-up Services performed by YAM staff & Volunteers

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

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

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

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

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

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

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

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

APPLICANT SIGNATURE _____ **DATE** 3/18/11

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

Client#: 1233 YELLARTM

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/06/2011

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

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

PRODUCER	CONTACT NAME:	
Hoiness LaBar Insurance A Member of Payne Financial Group P.O. Box 30638 Billings, MT 59107-0638	PHONE (A/C, No, Ext): -	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Cincinnati Insurance Company	
INSURED Yellowstone Art Museum 401 N 27th Street Billings, MT 59101	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		CPP0810539	07/01/2010	07/01/2011	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	X POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
	Liquor Liability	X		CPP0810539	07/01/2010	07/01/2011	1,000,000 / occurrence 2,000,000 / aggregate	

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

Additional Insured per Form GA227 (10/01)

RE: Oktoberfest; 10/01/11

CERTIFICATE HOLDER	CANCELLATION
City of Billings Public Works Dept PO Box 1178 Billings, MT 59103	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE David Purcell

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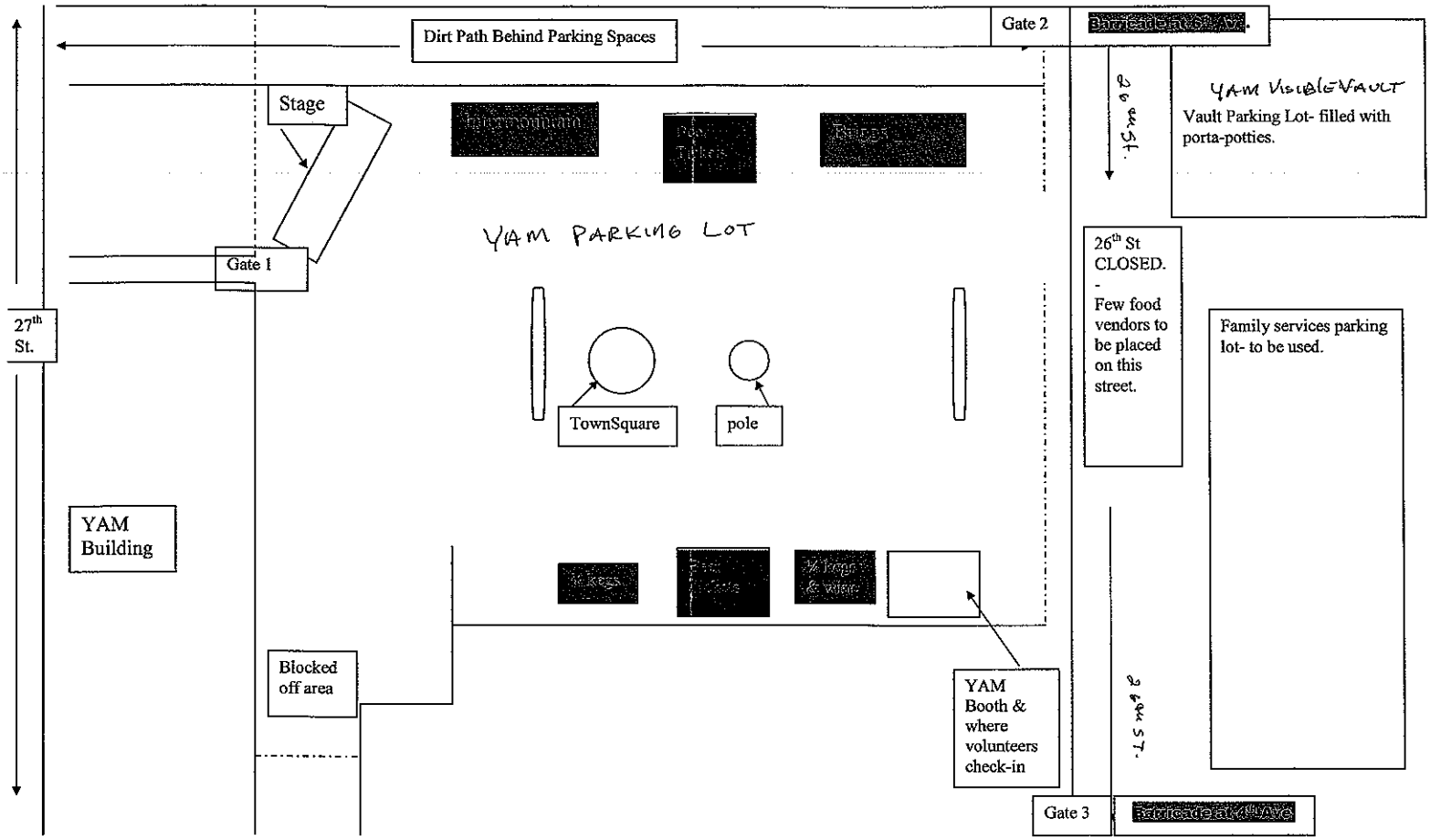
MKT1


Dirt Path Behind Parking Spaces
Gate 2
Barricade at 26th Ave.
Stage
Information
Port-a-Potties
Barricade
YAM PARKING LOT
Gate 1
27th St.
TownSquare
pole
YAM Building
Blocked off area
Water
First Aid
Keys & Water
YAM Booth & where volunteers check-in
25th St.
YAM VisibleVault
Vault Parking Lot- filled with porta-potties.
26th St CLOSED.
-
Few food vendors to be placed on this street.
Family services parking lot- to be used.
Gate 3
Barricade at 27th Ave

yam

yellowstone art museum

April 21, 2011

City of Billings
Public Works Office
2815 2nd Avenue North
Billings, MT 59101

To Whom It May Concern:

Please find enclosed our Right-of-Way Activity Permit Application along with a check for $100, insurance certificate, and event map.

We are requesting a street closure on October 1, 2011 to conduct a fundraising event to benefit the Yellowstone Art Museum. At this time we are not requesting barricades as the museum currently owns a sufficient supply of parking cones that, combined with gate canopies, should prove sufficient in preventing traffic from entering the street.

This event, Oktoberfest, is in its second year as a fundraiser for the YAM. It was such a successful first year event that we outgrew our existing space, resulting in our request to you to expand the area for our event this year. Our plan is to close 26th Street between 4th and 6th Avenues so that we may be able to expand and connect the event to the Visible Vault on 26th Street, also owned by the Yellowstone Art Museum.

Thank you for your consideration. Please don't hesitate to contact me directly should you have any questions or concerns.

Sincerely,

Kimberly Sapone
Development Director
(406) 256-6804 x225
development@artmuseum.org

401 N. 27th Street
Billings, MT 59101-1290
p 406.256.6804
f 406.256.6817
artinfo@artmuseum.org
www.artmuseum.org

Consent 1. F. 2.

Regular City Council Meeting
Meeting Date: 08/22/2011
TITLE: Yellowstone Family Dental Miles of Smiles
PRESENTED BY: David Mumford
Department: Public Works

PROBLEM/ISSUE STATEMENT

A race route has been requested for the following event.

Who: Yellowstone Family Dental
Event: Miles of Smiles 5K/10K Race
Date and Time: September 10, 2011 8:00 am to 12:00pm
Where: Starts and ends at 1690 Rimrock Road 5K goes to Virginia Lane to Park Lane then back to Rimrock Rd 10K goes to 17th St. W to Poly Dr. to Elizabeth, Nina Clare back to Poly then back to Rimrock Rd.

Recommended conditions of approval include Yellowstone Family Dental:
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 for the described race route 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 Yellowstone Family Dental.

RECOMMENDATION

Staff recommends that Council approve the race route described above for the annual Yellowstone Family Dental Miles of Smiles Run event.

APPROVED BY CITY ADMINISTRATOR

Attachments

Miles of Smiles

City of Billings
RIGHT-OF-WAY ACTIVITY PERMIT

Please check the type of activity you are applying for:

[ ] Parade [M] 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 Teresa Larsen

ORGANIZATION MAKING APPLICATION Yellowstone Family Dental

PHONE (406) 245-7026 / (Kathy)

ADDRESS 1690 Rimrock Rd, Ste F Billings, MT 59102
(CITY, STATE, ZIP)

EMAIL ADDRESS yellowstonefamilydental@gmail.com

APPROXIMATE TIME EVENT WILL:

Assemble 8:00 Start 9:00 Disband 12:00

DATE OF EVENT 9/10/11

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

5K / 10K Race - Miles of Smiles
Open to all
Snacks & juice, water
Games & activities
Prizes & Awards

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

[redacted] / www.runningmap.com/?id=273632
See attached / www.runningmap.com/?id=273628

BLOCK PARTY STREET LOCATION (IF APPLICABLE):

1690 Rimrock Rd. (end & start of race)

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

Restore area to how we found it.
Services we will provide.

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

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

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

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

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 Teresa Larsen **DATE** 5/4/11

APPLICATION APPROVED _____ **DATE** _____

APPLICATION DENIED _____ **DATE** _____

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

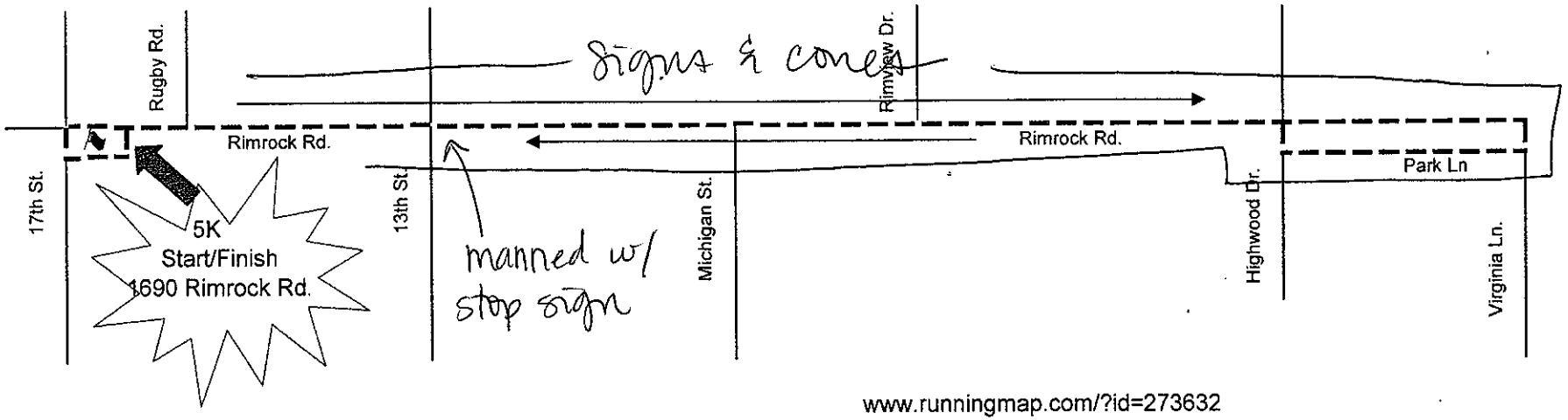
FOR CITY USE ONLY

FEE: $100.00

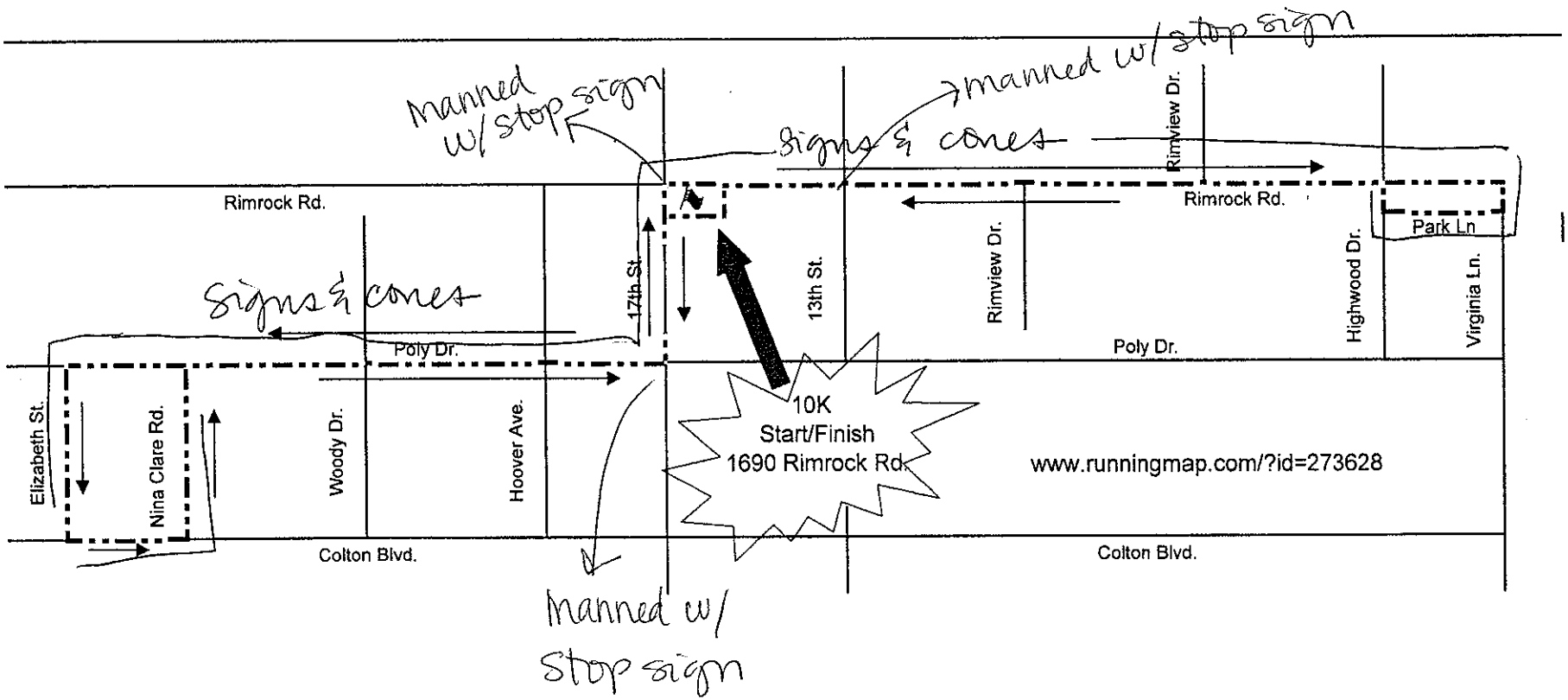
PAID: _____

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



www.runningmap.com/?id=273632



ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/19/2010

PRODUCER
Joinass LaBar Insurance
A Member of Payne Financial Group
P.O. Box 30638
Billings, MT 59107-0638

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

INSURED
Yellowstone Family Dentistry LLC
1690 Rimrock Road, Suite F
Billings, MT 59102

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A. Cincinnati Insurance Company	
INSURER B.	
INSURER C.	
INSURER D.	
INSURER E.	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	EDN0041945	07/01/10	07/01/11	EACH OCCURRENCE	$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
						MED EXP (Any one person)	$5,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
						PRODUCTS - COMP/OP AGG	$2,000,000
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
A		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $	EDN0041945	08/17/10	07/01/11	EACH OCCURRENCE	$1,000,000
						AGGREGATE	$1,000,000
							$
							$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Re: 5k Run sponsored by the insured being held 10/16/10.
Certificate holder is an additional insured as per form GA429.

CERTIFICATE HOLDER

City of Billings
P.O. Box 1178
Billings, MT 59103

CANCELLATION 10 Days for Non-Payment

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

AUTHORIZED REPRESENTATIVE
Martha Allie

 © ACORD CORPORATION 1988

Consent 1. F. 3.

Regular City Council Meeting
Meeting Date: 08/22/2011
TITLE: Holy Rosary, Little Flower, Our Lady of Guadalupe Picnic
PRESENTED BY: David Mumford
Department: Public Works

PROBLEM/ISSUE STATEMENT

A street closure has been requested for the following event:

Who: Holy Rosary, Little Flower, and Our Lady of Guadalupe Churches
Event: Picnic and Potluck/community builder
Date and Time: Saturday, September 10, 2011 from Noon until 10:00 pm
Where: South 34th Street between 2nd Ave S. and 3rd Ave S

Recommended conditions of approval include Cluster of Churches :
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. Contact all businesses/residents affected and make them aware of the event.
5. 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 Holy Rosary, Little Flower, and Our Lady of Guadalupe.

RECOMMENDATION

Staff recommends that Council approve the street closure named above for the Picnic/Potluck community builder event.

APPROVED BY CITY ADMINISTRATOR

Attachments

Cluster of Churches Picnic

City of Billings
RIGHT-OF-WAY ACTIVITY PERMIT

Please check the type of activity you are applying for:

[ ] Parade [ ] Run/Walk/Procession [X] 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 Celest Kessler, Accountant

ORGANIZATION MAKING APPLICATION Billings Catholic Cluster of Churches
Holy Rosary, Little Flower, Our Lady of Guadalupe

PHONE 406-259-7611

ADDRESS 521 Custer Avenue Billings MT 59101
(CITY STATE ZIP)

EMAIL ADDRESS CKessler@billingscatholiccluster.org

APPROXIMATE TIME EVENT WILL:

Assemble Noon (setup) Start 4pm Disband 10 pm

DATE OF EVENT 9-10-2011

PURPOSE/DESCRIPTION OF EVENT: (Description and detail of the event.)
Three Churches picnic and community builder. The days events include Mass on the lawn, picnic & potluck meal, Children's games, music with street dance in the proposed street closure area. Non-alcohol event.

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

BLOCK PARTY STREET LOCATION (IF APPLICABLE):

South 34th Street between 2nd Ave South & 3rd Avenue South

CLEAN UP IMPLEMENTATION: (Company contracted or services you will provide)
All clean up will be performed and completed by Church event workers/volunteers

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

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

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

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

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

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

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

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

APPLICANT SIGNATURE Celest Kessler **DATE** _____

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

Certificate of Coverage

Date: 8/5/2011

Certificate Holder
The Roman Catholic Bishop of Great Falls
A Corporation Sole, Chancery Office
P O Box 1399
Great Falls, MT 59403

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

Company Affording Coverage
THE CATHOLIC MUTUAL RELIEF
SOCIETY OF AMERICA
10843 OLD MILL RD
OMAHA, NE 68154

Covered Location
Holy Rosary Church
521 Custer Avenue
Billings, MT 59102

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate 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 coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
	Property				Real & Personal Property	
	General Liability ☑ Occurrence ☐ Claims Made	8560	7/1/2011	7/1/2012	Each Occurrence	1,500,000
					General Aggregate	
					Products-Comp/OP Agg	
					Personal & Adv Injury	
					Fire Damage (Any one fire)	
					Med Exp (Any one person)	
	Excess Liability				Each Occurrence	
					Annual Aggregrate	
	Other				Each Occurrence	
					Claims Made	
					Annual Aggregrate	
					Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items **(the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)**

Coverage only extends for claims arising out of Holy Rosary Church, Little Flower and Our Lady of Guadalupe holding their Combined Parish Picnic and Community Builder on September 10, 2011, from 12:00 PM to 10:00 PM. Street location South 34th Street between 2nd Avenue South and 3rd Avenue South

Holder of Certificate

Additional Protected Person(s)

City of Billings, Montana

0069000338

Cancellation

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

Authorized Representative

Joseph T. Zwerneger

ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement 9/10/2011 Charge _____ Credit _____
Cancellation Date of Endorsement 9/11/2011
Certificate Holder The Roman Catholic Bishop of Great Falls
A Corporation Sole, Chancery Office
P O Box 1399
Great Falls, MT 59403

Certificate No. 8560 of The Catholic Mutual Relief Society is amended as follows:

SECTION II - ADDITIONAL PROTECTED PERSON(S)

It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability, Coverage F - Medical Payments to Others and Coverage H - Counseling Errors and Omissions) is amended to include as an Additional Protected Person(s) members of the organizations shown in the schedule, but only with respect to their liability for the Protected Person(s) activities or activities they perform on behalf of the Protected Person(s).

It is further understood and agreed that coverage extended under this endorsement is limited to and applies only with respect to liability assumed by contract or agreement; and this extension of coverage shall not enlarge the scope of coverage provided under this certificate or increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the Additional Protected Person(s) will not precede the effective date of this certificate of coverage endorsement or extend beyond the cancellation date.

Schedule - ADDITIONAL PROTECTED PERSON(S)
City of Billings, Montana

Remarks (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language) :

Coverage only extends for claims arising out of Holy Rosary Church, Little Flower and Our Lady of Guadalupe holding their Combined Parish Picnic and Community Builder on September 10, 2011, from 12:00 PM to 10:00 PM. Street location South 34th Street between 2nd Avenue South and 3rd Avenue South

Joseph T. Zuccolo
Authorized Representative

PKS-122 (1-99)

mapquest

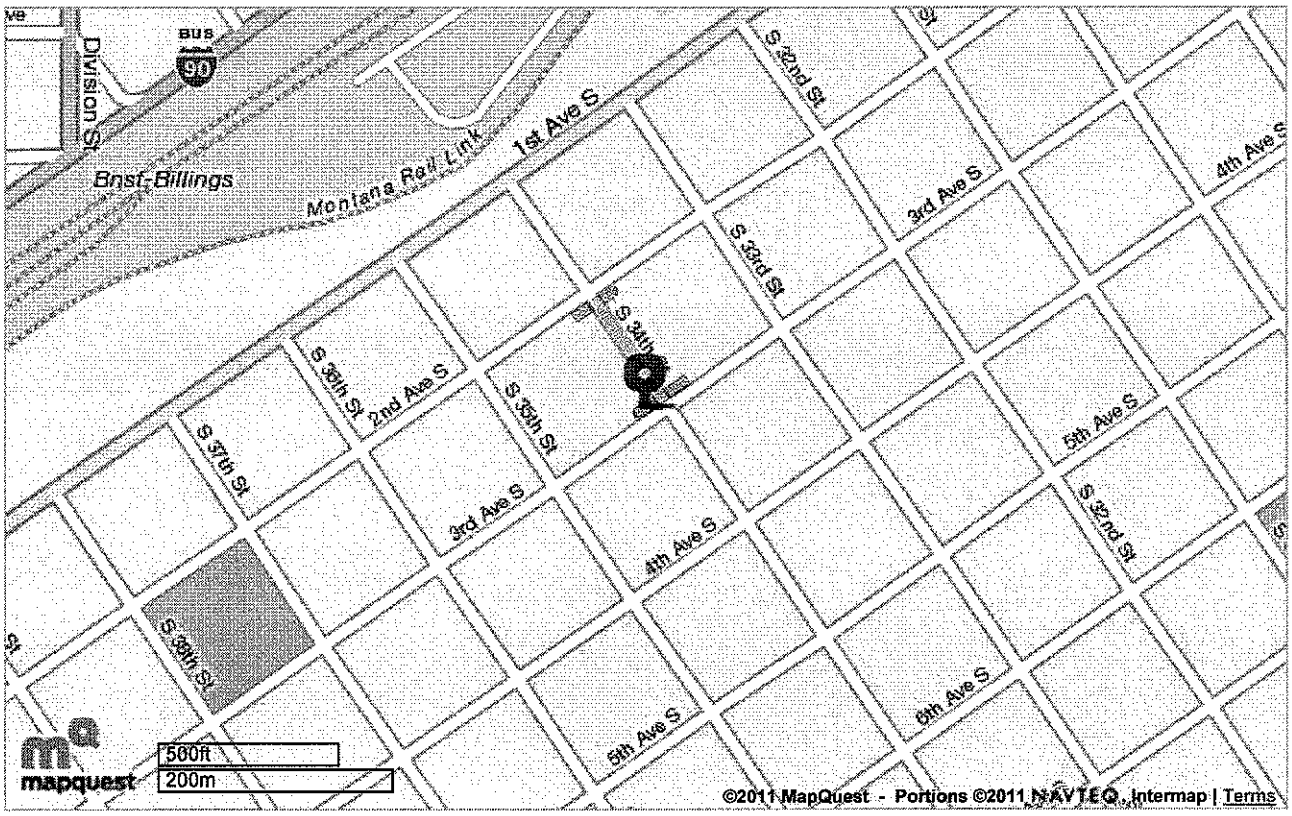
Map of:

3411 3rd Ave S
Billings, MT 59101

Notes

Billings Catholic Cluster of Churches
Holy Rosary, Little Flower, Our Lady of Guadalupe

Parish Picnic and Community Builder
September 10, 2011



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. View Terms of Use

= proposed closed street
S. 34th Street between
2nd Ave. South & 3rd Ave. South

Consent 1. F. 4.

Regular City Council Meeting
Meeting Date: 08/22/2011
TITLE: Honoring our History and Western Heritage Center Street Closure
PRESENTED BY: David Mumford
Department: Public Works

PROBLEM/ISSUE STATEMENT

A street closure has been requested for the following event:

Who: Waddell & Reed and the Western Heritage Center
Event: Honoring our History Traveling Exhibit
Date and Time: Friday, September 23, 2011 at 12:00 am until Saturday, September 24, 2011 at 11:30 pm
Where: South of Montana Avenue on North 29th Street.

Recommended conditions of approval include Waddell & Reed and Western Heritage Center:
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. Contact all businesses/residents affected and make them aware of the event.
5. 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 a portion of 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 Waddell & Reed and the Western Heritage Center.

RECOMMENDATION

Staff recommends that Council approve the street closure named above for the Honoring our History and the Western Heritage Center event.

APPROVED BY CITY ADMINISTRATOR

Attachments

Honoring our History

City of Billings
RIGHT – OF – WAY ACTIVITY PERMIT

Please check the type of activity you are applying for:

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

Submit this application with attachments to either: The Public Works office – 2224 Montana Ave. or Downtown Billings office – 2815 2nd 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 Greg A. Krueger

ORGANIZATION MAKING APPLICATION Honoring Our History and Western Heritage Center

ADDRESS _____ City _____ State ___ Zip _____

EMAIL ADDRESS gregk@downtownbillings.com or jdial@ywhc.org

APPROXIMATE TIME EVENT WILL:

Assemble 12:00 am Friday 23rd Start 5:30 am Friday 23rd Disband 11:30 pm Sat. 24th

DATE OF EVENT Friday, September 23, 2011 and Saturday, September 24, 2011

PURPOSE OF EVENT: (Description and detail of plans)

A travelling exhibit will set up south of Montana Ave. on N. 29th Street (see attached documentation) and be open to the public via the Western Heritage Center.

EVENT ROUTE DESIRED (IF APPLICABLE) – Please attach map

Stationary display - no route required

BLOCK PARTY STREET LOCATION (IF APPLICABLE)

N/A

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

Downtown B.I.D. will assist with clean up along with WHC volunteers.

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

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

FOR DOWNTOWN EVENTS: YOU OR THE ORGANIZATION YOU REPRESENT MUST "ASSIGN" THE FIRST TWO BLOCKS OF THE DOWNTOWN EVEN ROUTE FOR NO PARKING TWO HOURS PRIOR TO YOU EVENT USING THE ROUTE SIGNS PROVIDED BY THE CITY. IT IS YOUR RESPONIBILITY 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 "waiver hold harmless agreements" from all participants in its activity, protecting the City of Billings from all losses arising out of its activity, including damages of any kind or nature.

APPLICANT SIGNATURE _____ DATE 8/5/2011

APPLICANT APPROVED _____ DATE _____

APPLICANT DENIED _____ DATE _____

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

FOR CITY USE ONLY

FEE: _____

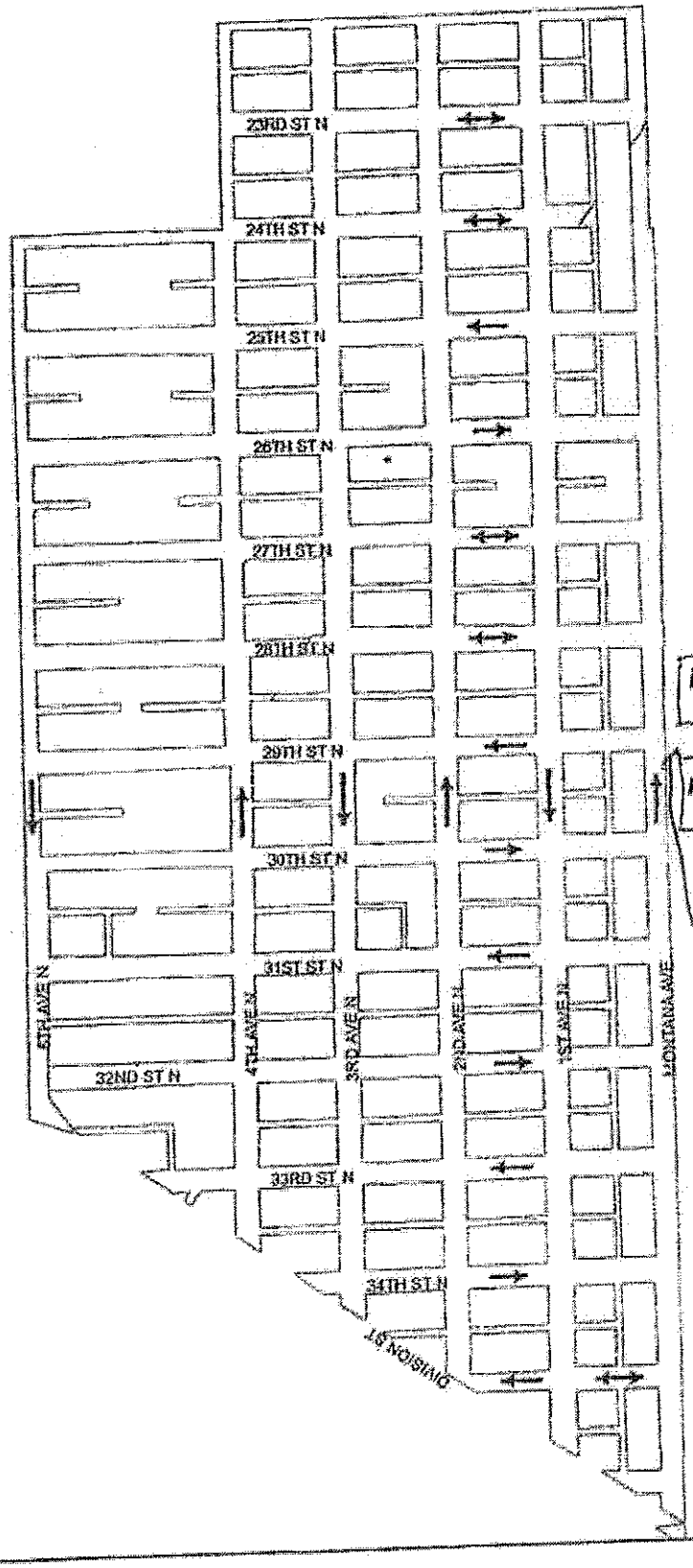
APPLICANT NOTIFIED BY: _____

DATE: _____

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

Honoring our History Sept 23-24

Downtown Billings Street Direction Map



CERTIFICATE OF LIABILITY INSURANCE 8/1/2012

DATE (MM/DD/YYYY) 8/5/2011

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

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

PRODUCER Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Property Casualty Co of America	25674
INSURED 13294 WADDELL & REED FINANCIAL, INC 6300 LAMAR SHAWNEE MISSION KS 66202	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES WADRE03 ZC **CERTIFICATE NUMBER:** 11375038 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	Y	N	GJ6305418C293TIL11	8/1/2011	8/1/2012	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							AGGREGATE	$ XXXXXXX
								$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	NOT APPLICABLE			WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ XXXXXXX
							E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CITY OF BILLINGS MONTANA IS AN ADDITIONAL INSURED AS RESPECTS WADDELL & REED HONORING OUR HISTORY TOUR LOCATED AT 2822 MONTANA AVENUE (WESTERN HERITAGE MUSEUM), BILLINGS, MT 59101.

CERTIFICATE HOLDER

11375038
CITY OF BILLINGS MONTANA
210 N. 27TH STREET
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

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EVENT APPLICATION – WITH STREET CLOSURE
Permit Application

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

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

-Date(s) of Event: September 23-24, 2011

-Does this event require any Street Closure? X **Yes** _____ **No**

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

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

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

N 29th Street between Montana Ave. and the north side of the MRL/BNSF railroad track right of way.

Briefly Describe Your Event Activity/Participants:

See attached documentation. Static display honoring WW1 - open to the public.

-Specify the exact date and TIME the blocks noted above will be CLOSED: 12:00 am 9/23/2011
-Specify the exact date and TIME the blocks noted above will be REOPENED: ~~11:30 pm 9/24/20~~11

-Indicate your traffic re-route plan: ***BE SPECIFIC…SEE EXAMPLE***
(Example if closing the 200 Block of N. Broadway…Northbound traffic on N. 28th would be diverted west at 1st Ave. North then resume northbound at N. 29th & southbound traffic on N. 28th would be diverted east at 2nd Ave. North then resume southbound at N. 27th)

Complete barricade closure of N. 29th at Montana Ave. (south side of Montana Ave.) No Right turn allowed from Montana Ave. at N. 29th St. Barricades will also be placed on Minnesota Avenue at N. 29th Street to divert traffic east on Minnesota Ave. to the N. 28th St. railroad crossing. N. 29th is a northbound one-way street north of Montana Ave. and will not require signage nor barricades.

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

BUSINESS NAME:	ADDRESS:	SIGNATURE:
1. Western Heritage Center	Montana and 29th St. N.	on file
2. BNSF	Montana and 29th St. N.	on file
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		

Use an additional sheet if needed

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

Submit to:

Downtown Billings
Attn: Lisa Harmon
2815 2nd Ave N.
Billings, MT 59101
Email: lharmon@downtownbillings.com

Phone: 406-294-5060
Fax: 406-294-5061

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

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

Business Improvement District (BID)
Attn: Lisa Harmon
2815 Second Avenue North
Billings, MT 59101

Phone: 406-294-5060
Fax: 406-294-5061
Email: lharmon@downtownbillings.com

Consent 1. G.

Regular City Council Meeting

Meeting Date: 08/22/2011

TITLE: Acceptance of $1,000 Donation from the Yellowstone County DUI Task Force

PRESENTED BY: Rich St. John

Department: Police

PROBLEM/ISSUE STATEMENT

The Yellowstone County DUI Task Force wishes to donate $1,000 to the Billings Police Department to purchase two new Intoxilyzer I-300's to be used by officers for the purpose of investigating alcohol related crimes. Council policy requires that any donation of more than $500 to the City must be approved by the City Council. A donation verification form has been signed and will be forwarded to the City Clerk. City Council is being asked to accept the $1,000 donation from the Yellowstone County DUI Task Force.

ALTERNATIVES ANALYZED

The City Council may:

- Accept the $1,000 donation from the Yellowstone County DUI Task Force; or
- Not accept the $1,000 donation.

FINANCIAL IMPACT

The donation from the Yellowstone County DUI Task Force will allow the The Police Department to purchase two new Intoxilyzer I-300's thus improving efficiency for the Department.

RECOMMENDATION

Staff recommends that the City Council accept the $1,000 donation from the Yellowstone County DUI Task Force to purchase two Intoxilyzer I-300's.

APPROVED BY CITY ADMINISTRATOR

Consent 1. H.

Regular City Council Meeting

Meeting Date: 08/22/2011

TITLE: Business Consortium Project: The Salvation Army grant transfer to Rimrock Foundation

PRESENTED BY: Brenda Beckett

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

On December 13, 2010, the City Council held a public hearing and approved grants totaling $300,000 to further a Business Consortium Project: $100,000 to The Salvation Army for equipment purchase to implement a social-enterprise business; and $200,000 to Rimrock Foundation to acquire and rehabilitate housing to serve the homeless (Council memo attached). Funding was awarded to the City via the U.S. Department of Housing and Urban Development (HUD) for an Economic Development Initiative (EDI).

On June 14, 2011, City staff became aware of issues regarding the final execution of The Salvation Army's Subrecipient Agreement and began working with the involved organizations toward resolution. On June 28, 2011, the Community Development Division received an official letter from The Salvation Army (attached) explaining a delay encountered by the organization to process a necessary 501c3 sub-incorporation status change in order to accept the funding to purchase equipment to utilize the grant.

The Salvation Army is not able to accept the grant as approved by the City Council and recommends the $100,000 grant be transferred to Rimrock Foundation to purchase a bobcat and grinder to implement the project.

On July 18, 2011, the Community Development Division received a Letter of Agreement (attached) executed between The Salvation Army and Rimrock Foundation outlining the continued partnership as established in a submitted Request for Proposals response to implement the project in light of a proposed transfer of grant funds to Rimrock Foundation for equipment purchase.

The HUD EDI funding can only be used to acquire / rehabilitate housing units for the homeless and to purchase needed large equipment, specifically a bobcat and grinder, as proposed in the City's grant application and executed grant agreements with HUD. Rimrock Foundation has purchased a housing unit as proposed.

ALTERNATIVES ANALYZED

1) Transfer award of $100,000 to Rimrock Foundation to purchase equipment to provide training and economic opportunities for the homeless. This transfer will not adversely affect the City's grant agreement with HUD.

2) Not award funding to Rimrock Foundation and return the HUD Economic Development Initiative funding.

FINANCIAL IMPACT

The City of Billings is not required to provide match funding for this project, but is required to implement the project as proposed to HUD.

RECOMMENDATION

Staff recommends the City Council approve a grant award of $100,000 to Rimrock Foundation for equipment purchase to support the Bokashi Composting Processing Center at The Salvation Army.

APPROVED BY CITY ADMINISTRATOR

Attachments

Council Memo - December 13 2011
Salvation Army Letter - June 2011
Letter of Agreement - July 2011
Subrecipient Agreement - Rimrock

Regular 4.

Regular City Council Meeting
Meeting Date: 12/13/2010
TITLE: Business Consortium Project: $300,000 Public Hearing & Grant Award
PRESENTED BY: Brenda Beckett
Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

The Community Development Division received one proposal in response to a Request for Proposals (RFP) for $300,000 in funding for a Business Consortium project, which is designed as a combined housing and social-enterprise business / employment project. Financing for this project was provided through a special federal appropriation through the U.S. Department of Housing and Urban Development (HUD) as an Economic Development Initiative. Funding needs to be allocated to a specific project site in order for staff to complete an Environmental Review and finalize the project in order to secure the funding with HUD by their deadline, December 31, 2010.

A joint proposal was submitted by The Salvation Army and Rimrock Foundation by the RFP deadline, 5:00pm on October 1, 2010. The proposal includes treatment, housing and employment opportunities for the chronically homeless in compliance with strategies identified by the City's ten-year plan to impact homelessness, Welcome Home Billings (www.ci.billings.mt.us/homeless).

Staff is requesting that the City Council hold a public hearing and approve committing $300,000 towards this project: $100,000 to The Salvation Army for equipment purchase to manage a social-enterprise business; $200,000 to Rimrock Foundation to acquire and rehabilitate housing to serve the homeless.

ALTERNATIVES ANALYZED

1) Award of $100,000 to The Salvation Army and $200,000 to Rimrock Foundation to purchase equipment and housing to provide opportunities for the homeless;

2) Not award funding to the proposing organizations and return the HUD Economic Development Initiative funding.

FINANCIAL IMPACT

The City of Billings is not required to provide match funding for this project. The total allocation from HUD is $323,000, of which $23,000 in administration funding is planned for use by City staff to assist in meeting federal requirements for implementation. The Community Development Division also has an additional allocation of approximately $6,500 in homeless project administration funding which may be utilized to facilitate relocation of current tenants.

According to Welcome Home Billings, the cost to serve one chronically homeless individual locally averages $115,690 (pages 23-24). Allocating $300,000 to these organizations could save the public nearly $700,000 during the first year of operation. A thorough cost-benefit analysis will be completed during the period of affordability for both the business and housing units.

BACKGROUND

The Community Development Division's objective with this project is to encourage the development of housing projects for occupancy by individuals and / or families currently experiencing homelessness, with a preference for serving the chronically homeless. The project is expected to assist in determining the cost-benefit of housing homeless individuals who frequently utilize high-cost services such as emergency room

care, hospitalization, incarceration in jail / prison, substance abuse detoxification and ambulance services. The cost of serving these individuals and / or families is expected to decrease if housing is provided first, followed by comprehensive services including (but not limited to) case management, addiction treatment, workforce development, mental health treatment, medication management, etc. Data requirements include basic demographic information as well as the cost / type of services utilized for a twelve-month period prior to and post placement in housing. Other performance measurements are required and all data are subject to federal privacy regulations.

Approximately $300,000 is available for the project and the funds can be used for acquisition, new construction / rehabilitation and equipment purchase. The project was initially proposed as multi-family, although single-family or group care projects could have been considered. The project could have been designed to be transitional or permanent housing and could be developed at one site or include multiple sites. Initial occupancy of the rental units must be one-year leases. Housing proposed must be comparable in value, design and amenities with the surrounding neighborhood. All of the units must be occupied by individuals / families considered “homeless” as established by the Mayor’s Committee on Homelessness.

The population to be served with this project must present with high-cost needs which are expected to be reduced over time with housing placement and subsequent service delivery. Methods for determining the population to be served are specific to the specialties of agencies providing housing and services and are flexible for the purposes of this project.

PROJECT DESIGN

Business: The proposed “green” business, The Salvation Army Bokashi Composting Processing Center, would be located at 10 South 30th Street. $100,000 in funds would be used to purchase a bobcat and a horizontal grinder to assist in business start-up. Bokashi composting is a low-maintenance, cold composting method that uses anaerobic microorganisms to turn kitchen scraps into nutrient-rich composte through fermentation. Bokashi requires little maintenance and has the potential to be a large-scale business. The business is designed to include “work therapy” concepts, including addiction treatment, counseling, assistance in the development of vocational skills, etc. Formerly homeless individuals would run the operation, including constructing the Bokashi boxes, collecting compostable kitchen waste from downtown businesses, managing the composting processes, marketing and selling the final product.

The Salvation Army owns the buildings on this property and has been leasing the land from Montana Rail Link for the past 15 years. Zoning for this property is Controlled Industrial and the proposed use appears to be appropriate with zoning code under the 515 Farm Product Raw Materials Wholesale / Retail category. The Salvation Army also proposes to manage another business, The Recycling Center, at the same location. Operations from The Recycling Center will subsidize the operating costs of the site lease and utilities, and will not duplicate other recycling businesses offered in the community. Zoning for recycling is appropriate only if fully enclosed at the site.

Housing: The project’s proposed location, 116 South 30th Street, contains two housing units in a duplex and would provide housing for six individuals. $200,000 would be used for acquisition (approximately $168,500) and small-scale rehabilitation (up to $31,500). No other loans would be required to acquire the property and Rimrock Foundation has committed to provide an additional $50,000 to rehabilitate the property if needed.

Should the location of the housing project change, staff would complete an additional Environmental Review Record prior to the final commitment of funds. Rimrock Foundation has committed to any additional funding

amounts for the acquisition / rehabilitation of other units identified. Proximity to the business is paramount to the project.

Target Population: A person is considered chronically homeless when he / she is disabled and has either been continuously homeless for a year or more, or has had at least four episodes of homelessness in the past three years. The chronically homeless were targeted as a preferred service group for this RFP at the recent Housing First Project, completed in January 2010 by Interfaith Hospitality Network. Targeting chronically homeless individuals would allow the City to gather data to perform cost-benefit analyses on investments to serve both types of homeless populations for future opportunities.

Prospective tenants are chronically homeless individuals who have recently completed precursory addiction treatment and who are actively working on a plan of supervised recovery. Rimrock Foundation will provide a sober-living environment, case management services, 24-hour access to medical unit staff, and consistent support through a Sober Living Coordinator.

RANKING & RECOMMENDATION

A total of six individuals reviewed and ranked the proposal, including staff from the City's Community Development Division, the Planning Division, and members of the Mayor's Committee on Homelessness. Reviewers were asked to sign a "non-conflict of interest certification", and average ranking score was 68.25 out of 100 possible points. Following extensive proposal review, staff recommends funding the proposal as follows:

- $100,000 to The Salvation Army for equipment purchase, including a bobcat and horizontal grinder.

- $200,000 to Rimrock Foundation for acquisition and rehabilitation of housing units.

The project has been proposed as a conditional grant product based on the following factors:

- Project has been proposed by two separate organizations with long-term service to the Billings community (The Salvation Army - 113 years, Rimrock Foundation - 40 years). Limitations on business and housing components should match as much as possible, including the time period the project is monitored and recommended funding mechanisms.

- The Salvation Army is prohibited from entering into loan agreements for assets by their corporate office, therefore, the project was proposed as a grant.

- Rimrock Foundation's mission includes the provision for affordable housing for individuals / families in recovery. With this investment, the City can be assured of a commitment to provide affordable housing in perpetuity.

City staff recommends offering the following terms for financing:

- $100,000 in financing to The Salvation Army to purchase equipment, including a bobcat and horizontal grinder, which will fully depreciate after seven years. The Grant Agreement for financing will include equipment management and disposition requirements, stipulating sale of equipment prior to the expiration of full depreciation requires full repayment of proceeds to the City. The agreement would also require submittal of an annual use / ownership statement, confirming ownership and continued equipment use for the approved purpose.

- $200,000 in financing to Rimrock Foundation as a zero interest, deferred payment loan, forgivable after seven years of operation, secured via Trust Indenture. In addition to the Trust Indenture, other agreements include a Development Agreement and Deed Restriction Agreement. These documents outline requirements such as historic review, lead-based paint, procurement, tenant rents and lease requirements.

Determining factors for the proposal review team included the following:

- Level of difficulty to respond to the RFP as designed, with both housing / employment requirements with preference of serving the chronically homeless.

- Chronically homeless individuals would be placed into housing directly from homelessness, immediately ending homelessness for some of the community's highest-cost individuals.

- Residents would have supported employment opportunities for vocational training, job coaching, equipment certifications, and would be contributing to the tax base. Employment would also establish a positive work history for future employment.

- New affordable housing units were proposed to expand the capacity of Billings' affordable housing base, specifically designated to serve the chronically homeless.

- Supportive housing is proposed, with a complete system of support in recovery.

- Residents would be required to pay rent, establishing positive rental history.

- Housing units are sustainable, and the ongoing financing structure for the seven-year period of affordability is stable.

- Longevity of the organizations in service to the Billings community.

- Innovative partnership between two organizations willing to work with this very difficult population.

PROCEDURAL TIMELINE

• *February 13-14, 2008:* Social Enterprise Conference was held, featuring Pioneer Human Services as a Social Enterprise business model. Over 130 individuals representing local businesses and non-profit organizations attended.

• *March - July, 2008:* Community Development staff facilitated meetings for the Business Consortium for Social Change, furthering momentum generated from the Social Enterprise Conference. The group decided to separate from the Mayor's Committee on Homelessness by December 2008, due to the desire to work on a specific business plan with proprietary information.

• *December 2008:* Community Development staff proposed the Business Consortium Project through a federal appropriation, which is supported by the City Council. This proposal was not funded.

• *July 2009 - June 2010:* Community Development staff secured an AmeriCorps*VISTA member to further the initiative through Social Enterprise and Elevate the Workplace strategies.

• *December 2009:* Community Development staff proposes the Business Consortium project for a federal appropriation, which is supported by the City Council.

• *March 29, 2010:* The Community Development Division received official application / award materials for the Business Consortium Project through the U.S. Department of Housing and Urban Development, totaling $323,000.

• *August 5, 2010:* Public notifications were published through the Billings Times for the Request for Proposals on August 5, 19 and September 2, 2010. Deadline for the proposals was October 1, 2010.

• *October 1, 2010:* One joint proposal from The Salvation Army and Rimrock Foundation is received by City staff.

• *October 20, 2010:* Deadline for rankings from internal review team.

• Oc*tober 26, 2010:* Staff memo and recommendation is forwarded to the Mayor's Committee on Homelessness for review.

• *November 4, 2010:* Recommendation to the City Council to fund the project is received from the Mayor's Committee on Homelessness.

• *December 6, 2010:* Community Development staff presents the project during the Council Work Session.

• *December 13, 2010:* Public Hearing and action through the City Council meeting.

• *December 31, 2010:* Required submittal for federal appropriation and completed environmental review.

STAKEHOLDERS

Stakeholders include the following:

• Homeless individuals

• Twenty organizations and individuals comprising the Mayor's Committee on Homelessness

• Residents of the City of Billings

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

This project meets all of the strategies in the City's Consolidated Plan for HUD funding (adopted April 2010):

• Promote the preservation of the existing supply of affordable housing in the community.

• Promote new affordable housing opportunities.

• Actively partner with non-profits to address housing and community development needs specific to lower income and special needs households, including the homeless.

• Promote the preservation and revitalization of the community's older neighborhoods where the affordable housing stock is located.

• Provide assistance to agencies serving lower income and special needs populations, particularly the homeless, the elderly, minorities and those with disabilities.

This project meets the following strategies outlined in Welcome Home Billings (adopted October 2009):

• Housing: increasing supportive housing units for those in recovery; building local service provider capacity for affordable housing development, management and rehabilitation; decreasing barriers to obtain housing; facilitate collaborative grant / loan applications for affordable housing development to serve the homeless.

• Services: Facilitate application streamlining to access services, transportation, housing and employment; increasing the availability and capacity of health care, mental health, substance abuse services, medication assistance and access to legal assistance; establish one-stop shop to access all services.

• Assets: Supporting asset development, job training and employment opportunities for the homeless; promoting fair wage and competitive bidding through the expansion of social enterprise efforts and increase financial management services for those in need.

RECOMMENDATION

Staff recommends the City Council conduct a public hearing and approve an award of $100,000 to The Salvation Army for equipment purchase to support the Bokashi Composting Processing Center and $200,000 to the Rimrock Foundation to acquire / rehabilitate housing units, and to allow staff to finalize agreements for the project. Both financing packages will be secured via agreements for a period of seven years.

APPROVED BY CITY ADMINISTRATOR

Attachments

Salvation Army Subrecipient Agreement - DRAFT
Rimrock Development Agreement - DRAFT
Rimrock Deed Restriction Agreement - DRAFT
Rimrock Trust Indenture - DRAFT
Rimrock Promissory Note - DRAFT

DOING THE MOST GOOD℠

THE SALVATION ARMY
2100 6th Ave North | Billings, MT | 59101
PO Box 1903 | Billings, MT | 59103-1903
PH 406.245.4659 | FX 406.245.0854
Majors Kevin and Linda Jackson | Corps Officers

June 28, 2011

Brenda Beckett
City of Billings
Community Development Manager
P.O. Box 1178
Billings, MT 59103

RE: Community Development Division – Business Consortium Project
The Salvation Army – Billings, Montana and Rimrock Foundation

Dear Ms. Beckett:

This letter is to inform the City of Billings that due to delays on the part of The Salvation Army Western Territorial Headquarters in the processing of a necessary 501c3 subincorporation status for The Salvation Army Billings Corps, we are unable to accept the funding for the Business Consortium Project at this time.

The Salvation Army is committed to the partnership as outlined in the agreement with the Rimrock Foundation and respectfully requests that the equipment proposed in this consortium project be allocated directly to the Rimrock Foundation to assist both The Salvation Army and the Rimrock Foundation in the job-training processes outlined in the Business Consortium Project proposal.

We appreciate the support of the City of Billings in the changing landscape of the services provided by The Salvation Army to the residents of Billings and looks forward to continuing this venture and initiating other partnerships throughout the community to better serve the citizens and the community of Billings as a whole.

Sincerely,

Linda M Jackson

Linda M. Jackson, Major
Corps Officer

LETTER OF AGREEMENT

This Letter of Agreement is made this 15 day of July, 2011, by and between RIMROCK FOUNDATION, a Montana Non-Profit Corporation, and THE SALVATION ARMY, a Non-Profit Corporation.

Reference is made to that certain City of Billings-Community Development Division-Business Consortium Project submitted by The Salvation Army, of 2100 Sixth Avenue North, Billings, Montana, on October 1, 2010 (hereafter the "Project").

The Salvation Army (hereafter sometimes referred to as the "Army") and Rimrock Foundation (hereafter sometimes referred to as "Rimrock") have agreed to the following agreements in order to implement the Project.

1. Army will lease certain property located at 10 South 30th Street, Billings, Montana, to Rimrock for purposes of acquiring and setting up machinery for use in the Project. Such property will be provided pursuant to a certain "Agreement for Use of Salvation Army Property" attached hereto and by this reference incorporated herein.

2. Rimrock will purchase the equipment needed for the Project which consists of a Bobcat and compost grinder. Money allocated under the Project for acquisition of this equipment will be disbursed to Rimrock for acquisition of this equipment. Rimrock will keep the equipment in good repair. Rimrock will keep the equipment insured with casualty and liability coverage with limits of not less than $1,000,000.00 as to each person and $1,000,000.00 for each occurrence for personal injury and $1,000,000.00 for property damage. Said insurance shall be kept in full force and effect at all times during the term of this Letter of Agreement. Army shall be entitled to use the equipment for an annual fee of $25.00 per year. Army will provide fuel and normal maintenance for the equipment. Army shall be entitled to use the equipment for a period of one year, commencing on July 1, 2011, and ending on June 30, 2012, with the understanding between the parties that such equipment usage may be extended annually for up to a seven year period, as necessary for the Project.

3. Duties.

1. Army will provide:

- Job placement and vocational training in The Salvation Army recycling center

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JUL 18 2011
COM. DEV. DIV.

program.

- Participation in all components of established Salvation Army Work Therapy programs.
- Case Management for all participants throughout the term of program participation and following graduation.
- Transportation to and from the job site/to the placement of residence in the form of bus passes and direct transportation using program vehicles.
- Any necessary childcare for residents during work hours.
- Food for residents under the auspices of the Community Table program and the Root Cellar program throughout the duration of the participant's stay.
- Stipends and financial incentives as approved by the residential program rules of the Rimrock Foundation residential program.
- Training and classes in financial management, asset development, job placement and training, nutrition and health living to enable the program participants to transition to successful independent living situations at the conclusion of the program.

b. Rimrock will provide:

- Identification of candidates ready to transition into sober living who are actively working on a plan of recovery from addiction after having completed precursory treatment.
- A safe, drug-free, affordable, residential environment in which healing and recovery can occur for tenants.
- Encouragement and further development of life skills, including vocational planning to enhance the tenant's lifestyle and recovery.
- A Sober Living Coordinator to meet weekly/regularly with the tenants, to assist with problems or issues, and generally assure the safety and security of their living environment.
- Case Management services to assist program participants with their recovery plan in any necessary capacity, including access to the outpatient or intensive outpatient programs at Rimrock Foundation.
- 24 hours accessibility to Medical Unit Staff with a direct phone line in each

residence in case of emergency.

- A comprehensive resident handbook for program participants defining the expectations and compliance requirements to maintain residency, as well as a contractual agreement to be signed.

4. Army and Rimrock agree to collaborate fully to cover any other needs/resources (financially or otherwise) to insure the success and longevity of the Project.

5. The Enterprise Manager shall be an employee of Army and shall be covered by worker's compensation insurance. Program participants will be covered by Army liability coverage until such point as they either leave or become employees. If program participants become employees of Army, Army will provide worker's compensation insurance when such participants become employees of Army.

- This Letter of Agreement is made in order to fully implement the Project submitted by Army on October 1, 2010.

THE SALVATION ARMY,
a California corporation

Date: 7/15/11 By: Linda Jackson

RIMROCK FOUNDATION,
a Montana corporation

Date: 7/15/11 By: CEO

mb30940.001

AGREEMENT FOR USE OF SALVATION ARMY PROPERTY

PERMISSION IS HEREBY GRANTED TO Rimrock Foundation HEREIN CALLED "THE GRANTEE" FOR THE USE OF designated property at 10 S. 30th Street – Billings, MT. FOR property usage and storage DURING THE PERIOD COMMENCING ON July 1, 2011 TO AND INCLUDING June 30, 2012
PROVIDED THAT THE SALVATION ARMY RESERVES THE RIGHT TO TERMINATE THE PERMITTED USE AT ANY TIME UPON WRITTEN NOTICE TO THE GRANTEE.

GRANTEE AGREES TO PAY A ONE-TIME PROGRAM SERVICE FEE OF $ 25 per ~~month~~ year WHICH WILL INCLUDE UTILITIES AND PROGRAM SPACE. CUSTODIAL SERVICE FOR GRANTEE WILL BE PROVIDED BY GRANTEE.

IN CONSIDERATION OF THE PERMISSION HEREIN GRANTED, THE GRANTEE AGREES TO INDEMNIFY THE SALVATION ARMY, A CALIFORNIA CORPORATION, AND EACH AND EVERY ONE OF ITS OFFICERS AND EMPLOYEES, AND TO HOLD IT AND THEM HARMLESS FROM AND AGAINST ALL CLAIMS, ACTIONS AND SUITES AND ALL LIABILITIES, LOSSES, DAMAGES, COSTS, ATTORNEY'S FEES AND OTHER EXPENSES OF EVERY NATURE AND CHARACTER ARISING FROM THE USE OF THE PREMISES BY THE GRANTEE, AND GRANTEE AGREES TO DEFEND ANY ACTION BROUGHT AGAINST THE SALVATION ARMY OR ANY OF ITS OFFICERS OR EMPLOYEES ARISING FROM THE CLAIMS, LIABILITES, LOSSES OR DAMAGES IN CONNECTION WITH THE USE OF THE PREMISES BY THE GRANTEE.

THE GRANTEE SHALL FURNISH EVIDENCE OF LIABILITY INSURANCE WITH LIMITS OF NOT LESS THAN $1,000,000 AS TO EACH PERSON AND $1,000,000 FOR EACH OCCURRENCE FOR PERSONAL INJURY AND $1,000,000 FOR PROPERTY DAMAGE, SAID INSURANCE TO BE KEPT IN FULL FORCE AND EFFECT AT ALL TIMES DURING THE TERMS OF THIS AGREEMENT AND SHALL NAME THE SALVATION ARMY, A CALIFORNIA CORPORATION, ITS OFFICERS AND EMPLOYEES AS ADDITIONAL INSUREDS. THE GRANTEE SHALL ALSO FURNISH EVIDENCE OF AN AGREEMENT BY THE INSURANCE CARRIER THAT THE POLICY SHALL NOT BE CANCELED OR COVERAGE REDUCED WITHOUT FIRST GIVING THIRTY (30) DAYS WRITTEN NOTICE THEREOF TO THE RISK MANAGEMENT DEPARTMENT OF THE SALVATION ARMY, 180 E. OCEAN AVENUE, LONG BEACH CA 90802-4709.

THE SALVATION ARMY
A CALIFORNIA CORPORATION

DATED: 7/11/15 BY: Linda Jackson

DATED: _____ BY: _____

RIMROCK FOUNDATION
(NAME OF GRANTEE)

CITY OF BILLINGS

COMMUNITY DEVELOPMENT DIVISION - BUSINESS CONSORTIUM PROJECT
SUBRECIPIENT AGREEMENT

This Agreement is entered into by the City of Billings, (City),
and
Rimrock Foundation (Subrecipient)
on this date:
August 22, 2011

WHEREAS, the Subrecipient desires to work with the City of Billings to further a social-enterprise business in the City of Billings, Yellowstone County, Montana;

WHEREAS the City has concurrently received notification of Economic Development Initiative funding via the Consolidated Appropriations Act, 2010 (PL 111-117) as provided through the U.S. Department of Housing and Urban Development;

WHEREBY the City will receive and administer these federal moneys to provide financing, in part, for a social-enterprise project to be undertaken by the Subrecipient;

WHEREAS, the Subrecipient is desirous of obtaining such financing to participate in the Business Consortium Project in Billings and is willing to assume obligations to the City under the above stated contracts on the terms and conditions, as provided herein; AND

WHEREAS, the Subrecipient desires to acquire equipment to offer employment opportunities to the homeless, and the Subrecipient desires to use $100,000 in federal funds from sources noted above for equipment purchase.

WITNESSETH THAT the City and the Subrecipient mutually agree as follows:

1. PURPOSE

The purpose of this Agreement is to provide funding for the purchase a bobcat and grinder to assist in social-enterprise business start-up to provide training and employment opportunities to individuals who have experienced homelessness.

2. RESPONSE TO REQUEST FOR PROPOSALS INCORPORATED BY REFERENCE

The Subrecipient's proposal submitted on October 1, 2010 for financial assistance is incorporated into this Agreement by this reference and the representations made in the application are binding upon the Subrecipient.

3. ACCEPTANCE OF LOCAL, STATE AND FEDERAL REQUIREMENTS

The Subrecipient will comply with all applicable local, state and federal requirements, laws, administrative directives and procedures, and local ordinances and resolutions. This includes compliance with Uniform Administrative Requirements as described in 24 CFR 570.502. The Subrecipient will provide necessary documentation to the City of the Subrecipient's compliance with all requirements.

The Subrecipient expressly agrees to repay to the City any funds provided to the Subrecipient under this Agreement which the Subrecipient, its subcontractors or subrecipient entities, or any public or private agent or agency to which it delegates authority to carry out portions of this Agreement expends in violation of the terms of this Agreement or the Federal and State statutes and regulations governing the Program.

The Subrecipient agrees to comply with all appropriate federal, state, and local laws applicable to the funding awarded to complete approved activities undertaken through this Agreement, including:

A. All program requirements which regulate and restrict the use of state and federal funds under the U.S. Department of Housing and Urban Development. This includes the regulations issued there under, now or hereafter, including but not limited to 24 CFR, and the regulations, policies, guidelines, and requirements as they relate to the Request for Proposals response submitted by the Subrecipient, acceptance, and use of state and federal funds for this program;

B. Subrecipient's project application statements included in a response to the City's Request for Proposals on October 1, 2010. The response included: certifications of compliance; organization identification and mission; capacity and experience; project design and soundness of approach; financial structure and project implementation;

C. Federal Office of Management and Budget (OMB) Circular A-122, "Cost principles Non-Profit Organizations" and the provisions of OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" concerning the use of state and federal funds provided under this Agreement, which includes conformity to the City's procurement policy for the purposes of purchasing equipment;

Amount	***Written Quotes***	***Sealed Bids***	***Request for Proposals***
$5,000 - $50,000	**X**		
> $50,000 for Equipment		**X**	**X**

D. Montana Human Rights Act (MCA § 49-2-101 (2002) et seq.);

E. Governmental Code of Fair Practices (MCA § 49-3-101 (2002) et seq.);

F. Federal Civil Rights Act of 1964 (42 USC 2000d, et seq.);

G. Federal Age Discrimination Act of 1975 (42 USC 6101 et seq.);

H. Uniform Relocation Act of 1973;

I. Federal Americans with Disabilities Act of 1990 (42 USC 12101, et seq.);

J. Federal Labor Standards set forth in 24 CFR 570-605;

K. Environmental Review Procedures as outlined in 24 CFR Part 58; AND

L. Property purchased with federal funding must be purchased, managed and disposed of in accordance with pertinent provisions at 45 CFR § 74 and § 92.

4. EFFECTIVE DATE AND TIME OF PERFORMANCE

This Agreement takes effect on August 22, 2011 and will terminate upon completion of the final project closeout by the City, a period of seven (7) years after the first date of full employment opportunity for six residents of the Business Consortium Project as provided by the Subrecipient.

5. SCOPE OF SERVICES

The Subrecipient will engage in the activities set forth in the Subrecipient's application for grant assistance. The major components of the project include:

Purchase of equipment to be used to implement a social-enterprise business, providing employment opportunities to six previously homeless individuals served by the Business Consortium Project - Housing Component through the Subrecipient.

6. BUDGET

A. The total amount of this Agreement will not exceed $100,000.

B. Budget adjustments must be approved in advance by the City, and funding shall not exceed $100,000.

C. The Subrecipient will record receipt and expenditure of program income as part of the financial transactions involving purchased equipment. If the Subrecipient anticipates program income after project closeout, a program income plan must be developed and submitted for review and written approval by the City at the time of closeout. At the time of closeout, the City will specify the conditions and requirements that will apply to program income received by the Subrecipient after project closeout.

7. LEVELS OF ACCOMPLISHMENT – GOALS AND PERFORMANCE MEASURES

Unless amended by mutual written agreement by the Subrecipient and the City, the Subrecipient will perform the described tasks as outlined below:

Activity / Timeline	Units per Month	Total Units / Year
Provision of employment opportunities.	4 - 6	6
Provide definition of Units of Service here (households assisted, units rehabbed, etc.):		
Number of Individuals Employed.		

8. STAFFING

The Subrecipient shall assign the following staff as Key Personnel to this project:

Staff Member / Title	General Project Duties
Mona Sumner / COO	Oversight of procurement process to purchase equipment according to the City's procurement procedures.

9. PERFORMANCE MONITORING

The City will monitor the performance of the Subrecipient against goals and performance standards as stated in this Agreement, including data reporting on a quarterly and annual basis. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, Agreement suspension or termination procedures will be initiated.

10. AMOUNT OF GRANT AND METHOD OF REIMBURSEMENT

A. The City will authorize the Subrecipient to request the total award amount against the funding reserved for it by the City on a reimbursement basis.

B. The City will reimburse all eligible expenses incurred in furtherance of this Agreement as provided in this Agreement and upon approval by the City of the Subrecipient's request for Payment. The City agrees to reimburse the Subrecipient for successfully completing the activities set forth in SCOPE OF ACTIVITIES, as the Subrecipient incurs project costs.

C. The City will reimburse the Subrecipient for approved, eligible and necessary expenses according to the documentation submitted by the Subrecipient to support the expenditures. The City will not reimburse the Subrecipient for any expenses not included in the approved budget or not clearly and accurately supported by the Subrecipient's records. Any authorized funds not expended under this grant will revert to the City and will be used to finance other eligible projects.

D. The reimbursement of eligible costs incurred is contingent upon SPECIAL PROJECT START UP CONDITIONS. **In the event the Subrecipient is unable to comply with the terms and the conditions of this Agreement, any costs incurred will be the Subrecipient's sole responsibility.**

E. If the actual total cost of completing the project is less than has been projected by the Subrecipient, the City may, at its discretion, reduce the amount to be provided under this Agreement in proportion to the overall savings.

F. If the City determines that the Subrecipient has failed to satisfactorily carry out its responsibilities under this Agreement, the City may revoke the Subrecipient's authority to request reimbursement approved under this Agreement until the City and the Subrecipient agree on a plan to remedy the deficiency.

G. Funding allocated for this project must be expended within one (1) year after the project was approved for funding. Funding not expended within one (1) shall be considered un-programmed funds and made available for allocation to new projects.

11. LIAISON

City	Subrecipient
Brenda Beckett Community Development Manager City of Billings PO Box 1178 Billings, MT 59103 Phone: 406-657-8286 Fax: 406-657-8327 Email: beckettb@ci.billings.mt.us	Mona Sumner Chief Operating Officer Rimrock Foundation 1231 North 29th Street Billings, MT 59101 Phone: (406) 248-3175 Email: monasumner@aol.com

12. OWNERSHIP AND PUBLICATION OF MATERIALS

All reports, information, data, and other materials prepared by any Contractor or subcontractor pursuant to this Agreement are to be the property of the City and the Subrecipient which have exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part, information relating thereto. No material produced in whole or part under this Agreement may be copyrighted or patented in the United States or in any other country without the City's prior written approval.

13. ACCESS TO RECORDS, RECORDS RETENTION AND PROJECT MONITORING

A. The Subrecipient will maintain adequate and reasonable records of its performance under this Agreement for at **least five years following project closeout** and will allow access to these records at any time during normal business hours by the City, the U.S. Department of Housing and Urban Development, the Comptroller General and, when required by law, the Montana Legislative Auditor. These records will be kept in the Subrecipient's offices in Billings, Montana, located at the address listed above.

B. The City or its agents may monitor and inspect all phases and aspects of the Subrecipient's performance to determine compliance with the Scope of Work, and other technical and administrative requirements, including the adequacy of the Subrecipient's records and accounts. The City will advise the Subrecipient of any specific areas of concern and provide the Subrecipient opportunity to propose corrective actions acceptable to the City.

14. PROJECT PROGRESS REPORTING

A. During the term of this Agreement, the Subrecipient will submit progress reports to the City **with each request for reimbursement.** This report will describe the status of the project with respect to each implementation objective including, at a minimum, the percentage of the project which has been completed, costs incurred, funds remaining and anticipated completion date. The report must also describe any significant problems encountered and any necessary modification of the project scope or implementation schedule being requested. **A project narrative for each payment is a mandatory requirement.**

B. The City will not honor claims for reimbursement until the required progress report has been submitted to and approved by the City.

15. EQUAL EMPLOYMENT OPPORTUNITY

Any hiring of employees by the Subrecipient as a result of this Agreement will be on the basis of merit and qualification, and the Subrecipient will not discriminate against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin. As used herein, "qualifications" means qualification as are generally related to competent performance of the particular occupational task.

16. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1) Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2) Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment due to race, color, creed, religion, ancestry, national origin, sex, disability, or other handicap, age, marital / familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure all employment practices are free from such discrimination. The Subrecipient agrees to comply with the non-discrimination in employment and Contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279.

3) Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action / Section 3

1) Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 USC 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

2) Access to Records

The Subrecipient shall furnish and cause each of its own Subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

3) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement / Section 3

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer. The Subrecipient will also, to the greatest extent feasible, direct all employment, contract, and training opportunities to low- and very-low income persons and businesses, including seasonal and temporary employment opportunities. This includes recruitment of potential employees residing in lower-income areas and those residing in public or federally-assisted housing.

4) Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

C. Employment Restrictions

1) Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

17. AVOIDANCE OF CONFLICT OF INTEREST

The Subrecipient will comply with the provisions of the applicable HUD regulations of 24 CFR 570.611 Subpart J; and with sections 2-2-201, 7-3-4367, 7-5-2106, and 7-5-4109, MCA, (as applicable) regarding the avoidance of conflict of interest. As the City provided technical assistance to the Subrecipient during the Request for Proposals process, positions offered as a result from receipt of this grant will be advertised and open for competitive application.

18. MODIFICATION AND ASSIGNABILITY OF AGREEMENT

This Agreement contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in or authorized by this written Agreement, are valid or binding. This Agreement may not be enlarged, modified, or altered except upon written agreement, and does not imply any continuing commitment by the City of Billings beyond the termination date noted in the Agreement. The Subrecipient accepts responsibility for the adherence to the terms of this Agreement by subcontractor of Subrecipient entities and by public or private agents or agencies to which it

delegates authority to carry out portions of this Agreement.

19. SPECIAL PROJECT START UP CONDITIONS

The Subrecipient will not obligate or utilize funds for any activities provided for by this Agreement until:

A. An Environmental Review Record (ERR) is completed. The ERR has been completed by the City as of November 23, 2010.

B. The Subrecipient submits to the City evidence of the firm commitment of the other resources necessary for the completion of the project.

C. The City will not release any funds to the Subrecipient until the Subrecipient has obtained firm commitments for all non- resources to be involved in the project. The Subrecipient may not expend or obligate any funds, until the City determines that this condition has been satisfied.

20. VENUE

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

21. CITY RECOGNITION

The Subrecipient shall ensure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

22. INDEMNIFICATION

A. The Subrecipient waives any and all claims and recourse against the City, including the right of contribution, for loss or damage to persons or property arising from, growing out of, or in a any way connected with or incidental to the Subrecipient's or any Subrecipient's performance under this Agreement.

B. Further, the Subrecipient will indemnify, hold harmless, and defend the City and the State of Montana against any and all claims, demands, damages, costs, expenses, or liability arising out of the Subrecipient's or any Subrecipient's performance of this Agreement. In the event that the City is named as a codefendant in any action relating to activities to be performed by the Subrecipient or a Subrecipient under this Agreement, the Subrecipient will notify the City of the action and will represent the City in the action unless the City undertakes to represent itself as a codefendant, in which case the City will bear its own litigation costs, expenses, and attorneys' fees.

C. Further, the City will indemnify, hold harmless, and defend the Subrecipient against any and all claims, demands, damages, costs, expenses, or liability arising out of the City's performance of this Agreement. In the event that the Subrecipient is named as a codefendant in any action relating to activities to be performed by the City under this Agreement, the City will notify the Subrecipient of the action and will represent the Subrecipient in the action unless the Subrecipient undertakes to represent itself as a codefendant, in which case the Subrecipient will bear its own litigation costs, expenses, and attorneys' fees.

23. AGREEMENT AMENDMENT

The Subrecipient may request that this Agreement be amended. However, the City will allow an amendment only if the Subrecipient clearly demonstrates that the modification is justified and will enhance the overall impact of the original project.

24. PROPERTY MANAGEMENT

Title to real property or equipment acquired under a grant will vest upon acquisition in the City or Subrecipient. The City or Subrecipient will use, manage, and dispose of this property or equipment in accordance with the requirements set out in 24 CFR Part 85, Subpart C and 24 CFR Part 570, Subpart J.

25. REVERSION OF ASSETS

Upon this Agreement's expiration, **seven (7) years post commencement of employment of six tenants served by the Business Consortium Project**, the Subrecipient shall transfer to the City any funds on hand and any accounts receivable attributable to the use of funds. Any real property under the Subrecipient's control that was acquired or improved in whole or in part with funds in excess of $25,000 must adhere to the following:

A. Used to meet one of the national objectives in 24 CFR 570.208 until five years after the expiration of the agreement or for such longer period of time as determined to be appropriate by the recipient; or

B. If not used to meet objectives outlined herein, the Subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non- funds for the acquisition of, or improvement to, the property. The payment shall be treated as program income by the City. No payment back to the City would be required if property is sold five years after the termination of this Agreement.

26. INDEPENDENT SUBRECIPIENT

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

The Subrecipient must maintain appropriate workers compensation and unemployment insurance coverage. The Subrecipient is solely responsible for and must meet all labor and tax law requirements pertaining to employment and contracting services, inclusive of insurance premiums, tax deductions, tax withholding, overtime wages and other employment obligations that may be legally required with respect to the Subrecipient's organization.

27. TERMINATION OF AGREEMENT

This Agreement may be terminated as follows:

A. Termination and Modification Due Loss of Funding. If, for any reason, federal financial resources required by the City to fund the Subrecipient's projects are withdrawn from the City, the City may unilaterally terminate or modify the terms of this Agreement to reflect the loss of funding. If a termination or modification is required, the City will, to the extent permitted by available funding, compensate the Subrecipient for eligible expenses incurred by the Subrecipient as of the revised termination date. The City will give the Subrecipient written notice of the effective date of the modification or termination of this Agreement and, if a reduction in funding is required, the Subrecipient will provide the City with a modified project budget.

B. Termination Due to Noncompliance with Agreement Terms. If the City determines that the Subrecipient has failed to comply with the general terms and conditions of this Agreement, the project schedule, or any special conditions, and if upon notification of the defect the Subrecipient does not remedy the deficiency within a reasonable period to be specified in the notice, the City may terminate this Agreement in whole or in part at any time before the date of completion. The City will promptly notify the Subrecipient in writing of the decision to terminate, the reasons for the termination, and the effective date of the termination.

C. Termination Due to Adverse Environmental Impact. This Agreement will terminate at the conclusion of the environmental review process if the City or Subrecipient determines that the project would have a significant adverse impact on the quality of the human environment and that this impact cannot be avoided or sufficiently mitigated by reasonable, cost-effective means.

D. Effect of Termination. In the event of termination due to the Subrecipient's failure to comply with the terms of this Agreement or the project's adverse environmental impact, any cost incurred will be the responsibility of the Subrecipient. However, at its discretion, the City may approve request by the Subrecipient for reimbursement of expenses incurred. The City's decision to authorize payment of these costs or to recover expended funding will be based on a consideration of the extent to which the expenditure of those funds represented a good faith effort of the Subrecipient to comply with the terms of this Agreement and on whether any failure to comply with the terms of this Agreement was the result of circumstances beyond the Subrecipient's control.

IN WITNESS OF THE TERMS SET OUT ABOVE, the parties have executed this Agreement.

CITY

_____
Thomas W. Hanel, Mayor
City of Billings

_____
Date

SUBRECIPIENT

By:_____
Authorized Official

_____
Date

_____
Print Name

_____
Mailing Address

_____
Phone and Fax Number

_____
E-mail address

Consent 1. l.

Regular City Council Meeting

Meeting Date: 08/22/2011

TITLE: Approval of Operation Medicine Cabinet Montana Prescription Drug Collection and Disposal Grant in the Amount of $1,000.00

PRESENTED BY: Rich St. John

Department: Police

PROBLEM/ISSUE STATEMENT

The Montana Department of Justice has awarded the City of Billings a one-time grant titled Operation Medicine Cabinet Montana Prescription Drug Collection and Disposal in the amount of $1,000. The grant purpose is to establish permanent drug drop locations. This funding can be used for: collection boxes, signage, evidence handling, disposal, advertising or associated expenses.

ALTERNATIVES ANALYZED

The City Council may:

- Accept the Operation Medicine Cabinet Montana Prescription Drug Collection and Disposal grant of $1,000; or
- Not accept the grant of $1,000.

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 Operation Medicine Cabinet Montana Prescription Drug Collection and Disposal grant in the amount of $1,000.

APPROVED BY CITY ADMINISTRATOR

Consent 1. J.

Regular City Council Meeting
Meeting Date: 08/22/2011
TITLE: River Rock Park Master Plan
PRESENTED BY: Mike Whitaker
Department: Parks/Rec/Public Lands

PROBLEM/ISSUE STATEMENT

River Rock Estates is a new subdivision South of Rimrock Road and west of 46th Street West next to Rimrock West Subdivision that is seeking final plat approval. On September 24, 2007, the Billings City Council conditionally approved the preliminary plat of River Rock Estates Subdivision to provide the following prior to final plat approval: "To minimize effects on local services, a detailed Park Master Plan shall be prepared by the developer and reviewed and approved by the Parks, Recreation and Public Lands Department and City Council prior to final plat approval." This Park is adjacent to the west of the existing Rimrock West Park. The intention of locating River Rock Park next to Rimrock West Park is to combine both parks in a seamless fashion for both subdivisions to utilize all the park land.

The Developer Retained a Landscape Architectural firm to develop the master plan. Two public meetings were held on May 26th and June 21st, 2011, at Arrowhead Elementary School. The meetings were legally advertised and all property owners in the Rimrock West Subdivision were notified for each meeting by postcard sent to their addresses. At the first meeting preliminary alternatives were presented and public comment received. At the second meeting a draft master plan was presented incorporating comments received in the first meeting. New comments received at the second meeting.

The final draft of the master plan was presented at the July meeting of the Parks, Recreation and Cemetery Board meeting. The Board recommended approval of the River Rock Park Master Plan in its present form with an additional recommendation that it be stated in the Subdivision Improvement Agreement (SIA) documents for the Certificate of Survey 3295 (currently known as Silver Creek Subdivision), that upon 60% of the building permits having been pulled, a re-evaluation of the River Rock and Rimrock West Parks Master Plans will be triggered. The Board unanimously approved the master plan. The purpose of this recommendation is to provide a way for the Certificate of Survey 3295 tract of land to participate in future development of these two parks since property owners that will reside in this tract will utilize these two parks as parkland for their subdivision.

ALTERNATIVES ANALYZED

The following alternatives were analyzed: 1. Approve the River Rock Park Master Plan as recommended by Staff and the Parks, Recreation and Cemetery Board with the additional recommendation from the Board that it be stated in the Subdivision Improvements Agreement (SIA) documents for the Certificate of Survey 3295 (currently known as Silver Creek Subdivision), that upon 60% of the building permits pulled, a re-evaluation of the River Rock and Rimrock West Parks Master Plans will be triggered for the purpose of including future property owners that will reside in the Certificate of Survey 3295 tract of land to participate in the future development of these two parks. 2. Not approve River Rock Park Master Plan.

FINANCIAL IMPACT

The park master plan was funded by the developer. The development of the park will be funded by a Special Improvement District and maintained by a Park Maintenance District that will be assessed to the property owners of River Rock Estates. There will be no impact to the City.

RECOMMENDATION

Staff and the Parks, Recreation and Cemetery Board recommends approval of the River Rock Park Master Plan with the additional recommendation from the Board that it be stated in the Subdivision Improvement Agreement (SIA) documents for the Certificate of Survey 3295 (currently known as Silver Creek Subdivision), that upon 60% of the building permits pulled, a re-evaluation of the River Rock and Rimrock West Parks Master Plans will be triggered for the purpose of including future property owners that will reside in the Certificate of Survey 3295 tract of land to participate in the future development of these two parks.

APPROVED BY CITY ADMINISTRATOR

Attachments

River Rock Park Master Plan Final

July 2011

RIVER ROCK PARK MASTER PLAN

PREPARED FOR: CITY OF BILLINGS
PARKS, RECREATION & PUBLIC LANDS
390 North 23rd Street
Billings, Montana 59101

SUBMITTED BY: BOYER LAND, LLC
2810 Central Ave., Unit C
Billings, Montana 59102

PREPARED BY: PEAKS TO PLAINS DESIGN PC
404 North 31st Street, Suite 405
Billings, Montana 59101

PARKS AND BILLINGS RECREATION

RIVER ROCK PARK

ABOUT THE PARK

River Rock Park consists of two tracts of land totaling 6.02 acres located within the proposed River Rock Estates Subdivision generally located south of the High Ditch and north of the Big Ditch on the west side of 46th Street West in Billings, Montana. This park is also adjacent to the existing Rimrock West Park.

The developer has donated two tracts of park land, one consisting of 0.54 acres (23,491 square feet), runs along the High Ditch on the north border, generally dedicated for purposes of the Heritage Trail. The second tract consists of 5.48 acres (238,599 square feet) and is located in the southeast corner of the subdivision, immediately west of Rimrock West Park.

The River Rock Park master plan will guide development of the park to provide unique amenities to the area, compliment Rimrock West Park, and be a recreational resource to the River Rock Estates Subdivision.

ADJACENT PARK – RIMROCK WEST PARK

Rimrock West Park consists of approximately 10 acres and is located immediately east of River Rock Park. Rimrock West Park was developed in 2005 and consists of large unprogrammed open space, a playground, off-street parking, multi-purpose trail and a storm water detention pond. Currently, Rimrock West Park is well used by the neighborhood residents and its greater open space is used for Little Guy Football and soccer practices.

OVERALL GOALS OF THE RIVER ROCK PARK MASTER PLAN

The master plan is an overall guiding document for the future development of River Rock Park. There are several circumstances unique to the park site this plan will address including:

- The final configuration of the detention basin and the percentage the maximum pool will occupy.
- How nuisance flows will be handled.
- Pedestrian circulation and park amenities.
- Illustrate how River Rock Park will be integrated with Rimrock West Park to provide a seamless transition between the two parks.
- Provide a detailed opinion of probable cost of improvements with factors adjusting for inflation for five years.

MASTER PLAN PROCESS

The master plan process was guided by the policy provided by the City of Billings Parks, Recreation and Public Lands Department (PRPL). The procedure included the hiring of a consultant by the developer, who is responsible for the creation or compilation of base data, review of legal requirements, meeting with staff, facilitating public meetings and preparing the plan for approval.

PUBLIC MEETINGS

Two public meetings were held on May 26, 2011 and June 21, 2011 at Arrowhead Elementary School. The meetings were legally advertised and property owners within the Rimrock West Subdivision were notified of each meeting by postcard sent to the property owner's address.

The first public meeting included a review of the planning process, overview of the proposed subdivision, a presentation of a preliminary design concept and opportunity for Q&A as well as an opportunity for written feedback regarding elements of the plan and general comments. Thirteen people signed in at the first meeting. Returned comments are included in the appendix.

The second public meeting reviewed the purpose of the process, presentation of the comments received from the public, an explanation on how the design addressed those comments, a presentation of the proposed draft design, review of implementation of the park elements and approval schedule. Ten people signed in for the second meeting. Returned comments are included in the appendix.

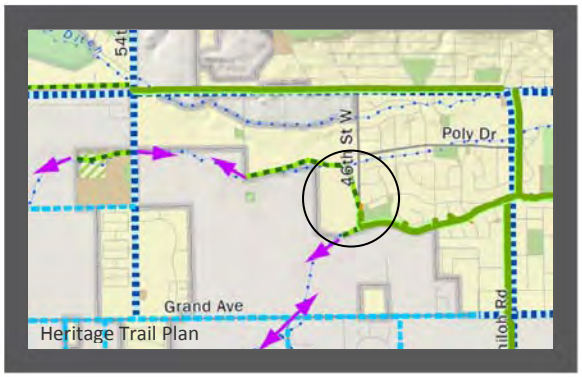
PARK LAND ELEMENTS

HI-LINE DITCH TRAIL

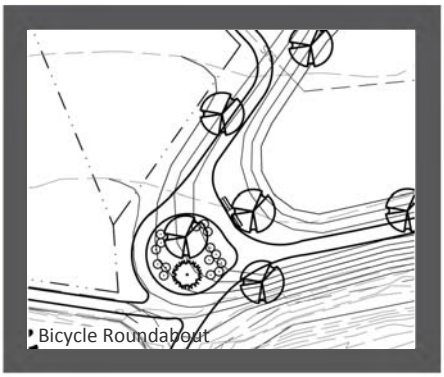
In the Heritage Trail Plan, the Hi-Line Ditch and the Big Ditch are shown as designated trail routes. A 20-foot wide dedicated linear park will be provided along the south side of the Hi-Line Ditch which a 10-foot pedestrian trail may be constructed. The park land to accommodate the Hi-Line Ditch trail consists of 0.54 acres specifically for this purpose.

BIG DITCH TRAIL

An existing multi-use trail runs along the south side of Rimrock West Park and ends approximately 10 feet short of the west property line. As part of this plan, provisions are made to extend the trail along the south edge of the park and traverse along the the top of the berm separating the detention pond and the Big Ditch. At the southwest corner of the park, near lot 10 and 11, a bike roundabout is suggested due to the fact that the trail has the potential to "branch" in three directions. The trail can continue to run south, following the Big Ditch; it may continue west following an old drainage ditch to the subdivision's west property line; and it may continue north to tie into South Stone Creek Trail road, between lots 11 and 12.



Heritage Trail Plan


Bicycle Roundabout

PEDESTRIAN CIRCULATION

In addition to the two trail corridors defined above, additional pedestrian circulation has been addressed within and around the park. Additional street right-of-way is being provided along 46th Street West. Although this 24 feet of right-of-way is *not* park land, it will contain a meandering 5-foot wide sidewalk that runs from the north side of Rangeview Drive to the north boundary of the River Rock Estates Subdivision. This sidewalk will connect the two trail corridors identified above.

On the south side of Rangeview Drive, this sidewalk will connect on the west side of the intersection of Rangeview Drive and 46th Street West, continue to the south for approximately 125 feet, then connect to the existing trail extension that connects to the Big Ditch Trail.

Pedestrians can utilize the sidewalks and trails in both parks, and a loop connecting the sidewalks and trails is approximately one-half mile.

DETENTION BASIN

The storm drainage system for River Rock Estates Subdivision consists of a series of surface sheet and gutter flow, underground piping, a detention pond and discharge into the Big Ditch. The storm drainage system has been sized by an engineer to accommodate the 2-year and 10-year storm events as dictated by the City of Billings Stormwater Management Manual (SWMM), dated February 2003.

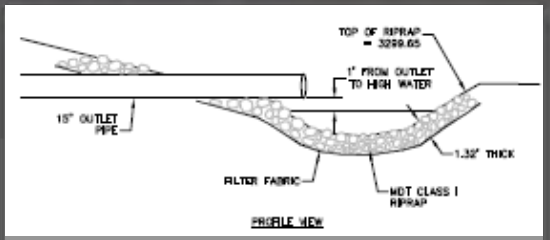
A detention pond is located on the south side of River Rock Park. The configuration of the pond allows for unprogrammed open space activities during non-storm events. The surface area of the detention pond is 1.5 acres, or 25 percent of the dedicated park land area. However, the detention pond is designed to drain completely within 24 hours of a 100-year storm event to the Big Ditch. The storm water calculations include up to 5 cubic feet per second of flow from the eastern two-thirds of the future subdivision to the north of River Rock Estates.

A stormwater discharge agreement has been entered into between the subdivider and the Big Ditch Company. The stormwater flows from the River Rock Estates subdivision are permitted to discharge to the pre-development rate as outlined in the SWMM or the DEQ Circular 8, whichever is more restrictive.

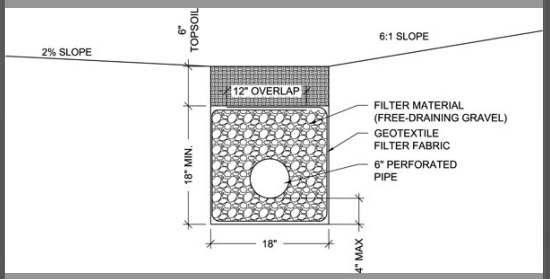
A 15-inch outlet pipe transports the water in the detention pond to the Big Ditch. The invert out elevation of the pipe is set at one-foot higher than the high water mark in the ditch, preventing water from the ditch to back up into the pond.

Nuisance flows will be handled through an under drain system that picks up outflows from the 12-inch pipe on the west side of the park, and transport those flows underground to the storm drain outlet structure located at the east end of the park.

On the south edge, a berm with 4:1 slopes to the ditch and 6:1 slopes to the pond creates the south edge of the basin. A spillway crest is centered on the berm, which the trail will traverse over the spillway.



Outlet pipe to the Big Ditch



Underdrain detail

UNPROGRAMMED OPEN SPACE

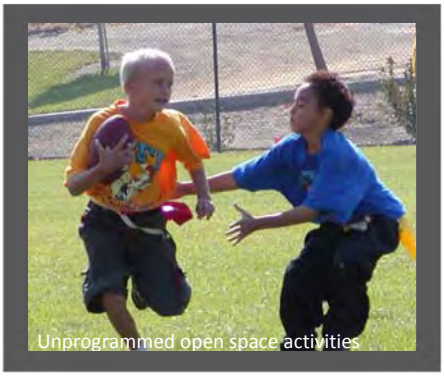
Unprogrammed open space is a vital component of the Billings' park systems. These spaces consist of large open areas, graded near 2 percent or less and are clear of built elements or vegetation. The demand for these types of spaces is high. Rimrock West Park is heavily used by organized groups for sports practices and gatherings. River Rock Park contains almost 3 acres of this type of space. The spatial dimensions of the layout and grading accommodate at least one regulation-sized junior high soccer field.

The open space will be bordered on the east and west sides by deciduous and evergreen trees. The unprogrammed open space will consist of a low water turf-type seed mix and will be irrigated. The fence line currently along the east boundary of River Rock Park will be removed. No visible boundaries will be set between the two parks at this location. The east side of the park will blend into the west side of Rimrock West Park, creating a seamless transition between the two parks.

LAWNS AND NATIVE LAWN AREAS

The unprogrammed open space areas will receive a seed mix that is conducive to heavy foot traffic, responds well to weekly mowing and is appropriate for the soil conditions. The final seed mix may vary due to improvements in varieties between the adoption of this master plan and actual implementation. However, this seed mix provides a guideline for the master plan.

Example of native grass along trail


Unprogrammed open space activities

Irrigated Lawn Mix:
20 percent Grande II Tall Fescue
20 percent Spyder LS Tall Fescue
20 percent SR 8650 Tall Fescue
20 percent Titanium Tall Fescue
10 percent Champion Perennial Ryegrass
10 percent Moonlight SLT Kentucky Bluegrass

A native lawn mix is recommended for the steep slopes along side the Big Ditch Trail, reducing the amount of lawn area required for irrigation and weekly maintenance. Note that a native mix takes approximately two years for proper establishment. During the establishment period, weed control and possibly reseeding for erosion control may be necessary.

Native Lawn Mix
30 percent Hard Fescue
20 percent Canada Bluegrass
15 percent Fairway Crested Wheatgrass
15 percent Sheep Fescue
10 percent Sodar Streambank Wheatgrass
10 percent Perennial Ryegrass

IRRIGATION SYSTEM

The large, open space in the main park area will have an automatic irrigation system. The irrigation system shall comply with the City of Billings PRPL standards and requirements for Maxicom Central Controls. The irrigation system is usually the most expensive piece of infrastructure located within a park.

There are four possible water sources to supply the irrigation system at River Rock Park. Domestic, potable water is available at the north end of the park, in a water main line below Ridgeview Drive. However, utilizing a new potable water source will increase construction costs due to the system development fees.

Another option is to utilize the existing potable water connection in Rimrock West Park. This water connection currently has a 4-inch service line with a 2-inch meter. Upsizing the meter from a 2-inch to a 3-inch meter would provide an additional 190 gallons per minute for the system in River Rock Park, plus the system development fees would be the difference of cost from a 2-inch to 3-inch meter. If this water source is selected, a new irrigation controller would be necessary for River Rock Park.

An exempt well could be drilled to supply the water for the irrigation. Under current State law, the maximum production out of the well can only be 35 gallons per minute or 10-acre feet per year, whichever is less without going through the water rights process. These limitations are constantly under scrutiny from the State Legislature, and may change at any time. However, pursuing a groundwater right is an option in this area.

The agreement with the Big Ditch Company to allow stormwater discharge specifically states that shares purchased under the stormwater agreement do not constitute an agreement or right to remove water from the ditch for any purpose. However, a separate purchase of shares could be considered for purposes of irrigating the park. The result would be the placement of a pump station to filter and provide the necessary capability to do such work.

PARKING LOT

As part of the platting process, an off-street parking area is required immediately east of Lot 2, Block 6. Six parking stalls are required with a 10 foot landscape buffer on the west side.

PICNIC SHELTER

Through the master plan process, staff and meeting attendees indicated a need for a picnic shelter and/or additional picnic tables to be placed in the most active areas of River Rock Park. The picnic shelter is depicted on the master plan immediately south of the parking area for ease of loading/unloading, garbage control and views to the playground in Rimrock West Park. The diagram depicts a 16-foot by 24-foot shelter, which would cover two tables; however, during implementation, the actual size and design would be decided.

PLAYGROUND

During the public process, several meeting attendees cited the need for additional playground area to compliment the existing structures at River Rock Park. It was suggested that a smaller, preschool-aged playground be placed within the vicinity of the picnic shelter. A 660 square foot playground area is depicted on the master plan. During implementation, the actual size and configuration would be determined.

Example of a pres-school play apparatus

Example of a 2-table shelter

SITE FURNITURE & ADDITIONAL AMENITIES

Miscellaneous site furniture such as picnic tables, benches, interpretative signs and trash receptacles are additional amenities that could be provided in this neighborhood park.

Trees and some shrubs are depicted on the plan for graphical representation. The actual tree species will be determined at the time of implementation and placed appropriately within the site conditions. However, in general, the intent is to keep as much of the unprogrammed open space as open as possible, and place the trees in these areas along the perimeter of the park. In addition, staff requested that trees be concentrated around the parking lot, shelter and playground area for microclimate control.

IMPLEMENTATION

SPECIAL IMPROVEMENT DISTRICT

A Special Improvement District (SID) will be created when building permits are issued for 60% of all the lots in River Rock Estates. This assessment will fund the park improvements detailed in the approved park master plan. At the time of the creation of the SID, the City of Billings will engage in a public process to determine to what extent the improvements are paid for through the SID. At a minimum, the SID will cover any remaining grading and earthwork, the irrigation system and water source, the seeding of turf and native grasses and trees.

Additional improvements of this master plan may include the picnic shelter, Heritage Trail extensions, sidewalks, parking lot, playgrounds and site furniture. These are considered to be optional improvements. The property owners, through a public process, will have the opportunity to decide if these improvements are appropriate for the initial phase of implementation.

DEVELOPER REQUIREMENTS

The developer is required to implement the necessary grading for the stormwater detention pond, storm drain pipe, seeding of disturbed soils, the under drain and the sidewalk along 46th Street West.

PARK MAINTENANCE DISTRICT

Immediately upon approval of the Final Plat, the lots associated with River Rock Estates Subdivision will form a park maintenance district (PMD) to fund the on-going operational and maintenance expenses associated with the park. After the park is developed, the PMD will be re-evaluated to see if cost savings can be achieved through combining area PMDs.

Opinion of Probable Costs (2011 dollars)

Required improvements paid through the SID	$254,248
Optional improvements at the discretion of the property owners	$319,594
TOTAL	**$573,842**

Average cost per acre at total build out: $95,323

Note that optional improvements may be funded through other means such as grants, private fund raising, donations, etc.

A breakdown of costs and inflation projections is included in the Appendix.

APPENDIX

Master Plan Graphics
Opinion of Probable Cost
Comments Received from Public Meetings
Stormwater Design Report
Stormwater Engineering Plans
Stormwater Discharge Agreement

MASTER PLAN

RIVER ROCK PARK

TRACT 1-A
C.O.S. No. 3362

High Bitch

Park
23,491 sqft

Heritage Trail

PARK

NORTH HOLLOW BROOK DRIVE

WEST HOLLOW BROOK DRIVE

STONE CREEK TRAIL

PINE CREEK TRAIL

SOUTH STONE CREEK TRAIL

RANGEVIEW DRIVE

46th STREET WEST

SWAN LANE

RIMROCK WEST ESTATES
BLOCK 9

RIMROCK WEST ESTATES
BLOCK 14

Lot 1
24,691 sqft

Lot 2
15,488 sqft

Lot 3
13,396 sqft

Lot 4
12,782 sqft

Lot 5
12,094 sqft

Lot 6
14,562 sqft

Lot 7
15,727 sqft

Lot 8
12,406 sqft

Lot 9
12,868 sqft

Lot 7
12,381 sqft

Lot 6
12,929 sqft

Lot 5
13,456 sqft

Lot 4
13,057 sqft

Lot 3
13,269 sqft

Lot 2
13,922 sqft

Lot 1
18,599 sqft

Lot 1
14,984 sqft

Lot 12
14,193 sqft

Lot 2
12,282 sqft

Lot 11
11,556 sqft

Lot 3
12,489 sqft

Lot 10
12,081 sqft

Lot 4
12,921 sqft

Lot 9
12,552 sqft

Lot 5
11,514 sqft

Lot 8
13,258 sqft

Lot 6
14,666 sqft

Lot 7
15,009 sqft

Lot 1
14,215 sqft

Lot 12
14,981 sqft

Lot 2
13,034 sqft

Lot 11
11,115 sqft

Lot 3
11,655 sqft

Lot 10
11,947 sqft

Lot 4
11,273 sqft

Lot 9
12,054 sqft

Lot 5
10,380 sqft

Lot 8
11,262 sqft

Lot 6
15,229 sqft

Lot 7
12,861 sqft

Lot 1
16,113 sqft

Lot 2
11,912 sqft

Lot 3
12,001 sqft

Lot 4
12,002 sqft

Lot 5
12,528 sqft

Lot 6
14,927 sqft

Lot 1
14,193 sqft

Lot 1
14,550 sqft

Lot 4
16,899 sqft

Lot 3
15,580 sqft

Lot 2
15,134 sqft

Lot 2
13,113 sqft

Lot 3
12,791 sqft

Lot 5
16,063 sqft

Lot 4
21,980 sqft

Lot 6
16,589 sqft

Lot 7
13,719 sqft

Lot 8
22,218 sqft

Lot 9
22,218 sqft

Lot 10
26,223 sqft

Lot 11
22,477 sqft

Lot 12
22,308 sqft

Lot 15
17,604 sqft

Lot 1
22,075 sqft

Lot 2
22,076 sqft

Lot 14
26,308 sqft

Lot 13
22,797 sqft

Park
238,599 sqft

off Street Parking

Picnic Shelter

Preschool Playground

Unprogrammed Open Space

Extents of Detention Pond

Native Vegetation

Multi-use Trail

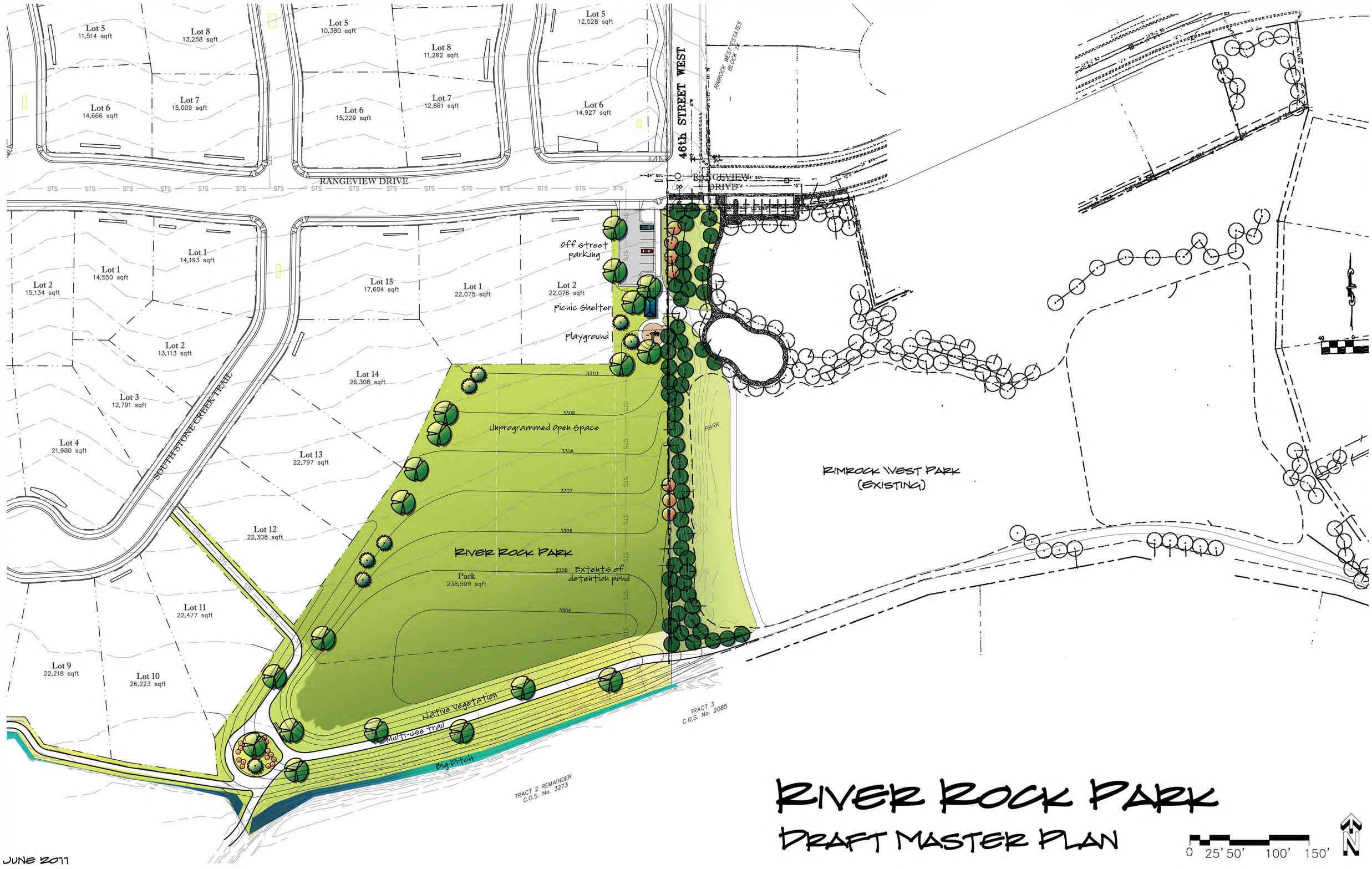
Big Bitch

Trail connector to future neighborhood

TRACT 3
C.O.S. No. 2085

TRACT 2 REMAINDER
C.O.S. No. 3273

0 25' 50' 100' 150'



RIVER ROCK PARK

DRAFT MASTER PLAN

0 25' 50' 100' 150'

JUNE 2017

OPINION OF PROBABLE COST

Project: River Rock Park
Phase: Master Plan
Date: July 13, 2011
Prepared By: Peaks to Plains Design, PC

REQUIRED IMPROVEMENTS PAID THROUGH A SID	TOTAL	Year 1 Inflation at 2.4%*	Year 2 Inflation at 2.4%	Year 3 Inflation at 2.4%	Year 4 Inflation at 2.4%	Year 5 Inflation at 2.4%
Irrigation System & Water Source	$ 109,825	$ 112,461	$ 115,160	$ 117,924	$ 120,754	$ 123,652
Earthwork	$ 35,344	$ 36,192	$ 37,061	$ 37,950	$ 38,861	$ 39,794
Seeding	$ 23,852	$ 24,424	$ 25,011	$ 25,611	$ 26,226	$ 26,855
Trees	$ 5,750	$ 5,888	$ 6,029	$ 6,174	$ 6,322	$ 6,474
General Overhead, Fees & Contingency	$ 79,477	$ 81,384	$ 83,338	$ 85,338	$ 87,386	$ 89,483
TOTAL	**$ 254,248**	**$ 260,350**	**$ 266,599**	**$ 272,997**	**$ 279,549**	**$ 286,258**
OPTIONAL IMPROVEMENTS AT THE DISCRETION OF THE PROPERTY OWNERS AT THE TIME OF IMPLEMENTATION						
Picnic Shelter & Concrete Pad	$ 38,550	$ 39,475	$ 40,423	$ 41,393	$ 42,386	$ 43,403
Non-Heritage Trail Sidewalks	$ 7,740	$ 7,926	$ 8,116	$ 8,311	$ 8,510	$ 8,714
Playground	$ 35,263	$ 36,109	$ 36,976	$ 37,863	$ 38,772	$ 39,703
Site Furniture	$ 5,819	$ 5,959	$ 6,102	$ 6,248	$ 6,398	$ 6,552
Parking Lot	$ 32,034	$ 32,803	$ 33,590	$ 34,396	$ 35,222	$ 36,067
Hi Ditch Trail	$ 78,819	$ 80,711	$ 82,648	$ 84,631	$ 86,662	$ 88,742
Big Ditch Trail and Connection to future subdivision to the west	$ 121,369	$ 124,282	$ 127,265	$ 130,319	$ 133,447	$ 136,649
TOTAL	**$ 319,594**	**$ 327,264**	**$ 335,119**	**$ 343,161**	**$ 351,397**	**$ 359,831**
TOTAL ALL IMPROVEMENTS	**$ 573,842**	**$ 587,614**	**$ 601,717**	**$ 616,158**	**$ 630,946**	**$ 646,089**
Cost per acre (6.02 acres)	*$ 95,323*	*$ 97,610*	*$ 99,953*	*$ 102,352*	*$ 104,808*	*$ 107,324*

*Average annual inflation 2001-2010 was 2.38%. Source: http://www.usinflationcalculator.com/inflation/historical-inflation-rates/

River Rock Estates Subdivision
River Rock Park Master Plan
Public Meeting #1
May 26, 2011

Thank you for taking the time to attend tonight's meeting. We are interested to read about your thoughts regarding the following questions. If you have additional comments, please send them to Mark Jarvis, Parks Planner; City of Billings Parks, 390 N. 23rd St., Billings, MT 59101 or (406) 657-8367 or jarvism@ci.billings.mt.us.

1. What type of activities do you think would take place in River Rock Park? How often do you think those activities would occur?

- Neighborhood activities
- Sports practice (soccer - little guy football)

2. What types of amenities do you think are important to both subdivisions and/or parks?

(1) Picnic shelter (2) Play ground equipment for pre school kids.
→ Add to existing in Rimrock

3. Should a formal path or sidewalk connect the proposed parking lot to the unprogrammed open space? Why or why not?

If it will keep down ~~weeds~~ dust on grass, mud etc.

4. A proposed picnic shelter with room for two tables is proposed south of the parking lot and west of the Rimrock West playground. Is the proximity of the shelter appropriate to other features of both parks? Is the proposed size (for two tables) appropriate?

Yes

5. Do you feel if it is appropriate to leave part of River Rock Park natural (with native grasses) in order to reduce maintenance costs?

Yes - Keep down ~~keep~~ as natural
- Irrigate around the play field

Please provide any other comments regarding the River Rock Park Master Plan on the back.

Combine with Rimrock West

EJ Wadsworth

Poly Drive was made wide - Why isn't the new subdiv. hooking up with Poly instead of Rangeview - which is curvy & narrow

River Rock Estates Subdivision
River Rock Park Master Plan
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1. What type of activities do you think would take place in River Rock Park? How often do you think those activities would occur? The entire city uses the park now - Kids use it for senior parties - Ironwood, Arrowhead, Grand Ave. etc. all use this park. YCC

2. What types of amenities do you think are important to both subdivisions and/or parks?
Playground equipment.

3. Should a formal path or sidewalk connect the proposed parking lot to the unprogrammed open space? Why or why not? yes

4. A proposed picnic shelter with room for two tables is proposed south of the parking lot and west of the Rimrock West playground. Is the proximity of the shelter appropriate to other features of both parks? Is the proposed size (for two tables) appropriate? no

5. Do you feel if it is appropriate to leave part of River Rock Park natural (with native grasses) in order to reduce maintenance costs? no

Please provide any other comments regarding the River Rock Park Master Plan on the back.

Are the construction trucks going to use 46th instead of Rangeview?
Why isn't Poly an access since it is wider than Rangeview? Poly is straight!

River Rock Estates Subdivision
River Rock Park Master Plan
Public Meeting #1
May 26, 2011

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1. What type of activities do you think would take place in River Rock Park? How often do you think those activities would occur? - picnic tables yes - playground for ages 2-5 to share with playground @ Rimrock West.

2. What types of amenities do you think are important to both subdivisions and/or parks? - proper drainage - water drainage

3. Should a formal path or sidewalk connect the proposed parking lot to the unprogrammed open space? Why or why not? ?

4. A proposed picnic shelter with room for two tables is proposed south of the parking lot and west of the Rimrock West playground. Is the proximity of the shelter appropriate to other features of both parks? Is the proposed size (for two tables) appropriate?

more tables and shelter
4 tables

5. Do you feel if it is appropriate to leave part of River Rock Park natural (with native grasses) in order to reduce maintenance costs? no

Please provide any other comments regarding the River Rock Park Master Plan on the back.

Shelly & Bill Bernhard

River Rock Estates Subdivision
River Rock Park Master Plan
Public Meeting #1
May 26, 2011

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1. What type of activities do you think would take place in River Rock Park? How often do you think those activities would occur?

SOCCER, FOOTBALL, ETC. PRACTICE - 3 X A WEEK
FAMILY PICNICS, KIDS ACTIVITIES - DAILY

2. What types of amenities do you think are important to both subdivisions and/or parks?

PLAY GROUND EQUIPMENT FOR CHILDREN OF ALL AGES.
PICNIC AREAS FOR LARGE GROUPS.
LOTS OF TREES

3. Should a formal path or sidewalk connect the proposed parking lot to the unprogrammed open space? Why or why not?

NO. A WASTE OF MONEY

4. A proposed picnic shelter with room for two tables is proposed south of the parking lot and west of the Rimrock West playground. Is the proximity of the shelter appropriate to other features of both parks? Is the proposed size (for two tables) appropriate?

1ST OFF, THE PARK NEEDS MORE TABLES. TWO TABLES IS CERTAINLY NOT ENOUGH. RIMROCK WEST DOESN'T REALLY HAVE MUCH FOR FEATURES. IT DOESN'T LOOK LIKE RIVER ROCK WILL EITHER

5. Do you feel if it is appropriate to leave part of River Rock Park natural (with native grasses) in order to reduce maintenance costs?

THE PARK ISN'T NEEDED TO BEGIN WITH. NATIVE GRASSES ARE FOR THE PRAIRIE.

Please provide any other comments regarding the River Rock Park Master Plan on the back.

SEE BACK

HAVING A PARK FOR EVERY NEW DEVELOPMENT IS A WASTE OF MONEY. RIMROCK WEST, IF IT WERE FURTHER DEVELOPED WOULD SERVE BOTH SUBDIVISIONS. RIMROCK WEST IS REALLY JUST A STORM DRAIN AREA WITH THE PARK AS A AFTERTHOUGT.

IF THE CITY REALLY THINKS THAT ALL SUBDIVISIONS NEED A PARK THEN PLACE THE PARK IN THE MIDDLE OF THE SUBDIVISION NOT IN THE AREAS THAT DEVELOPERS KNOW THEY CAN'T BUILD HOUSES.

LASTLY THE DEVELOPER SHOULD PAY FOR AND DEVELOP THE PARK IN THE BEGINNING, NOT HAVE THE NEW HOME OWNERS PAY FOR IT.

River Rock Estates Subdivision
River Rock Park Master Plan
Public Meeting #1
May 26, 2011

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1. What type of activities do you think would take place in River Rock Park? How often do you think those activities would occur? Family play - sports year round

2. What types of amenities do you think are important to both subdivisions and/or parks?
Small children play equipment ages 2 - 6
Picnic tables

3. Should a formal path or sidewalk connect the proposed parking lot to the unprogrammed open space? Why or why not? I don't see a need unless the planned soccer area would interfere.

4. A proposed picnic shelter with room for two tables is proposed south of the parking lot and west of the Rimrock West playground. Is the proximity of the shelter appropriate to other features of both parks? Is the proposed size (for two tables) appropriate?
Location is fine - more than 2 tables is needed

5. Do you feel if it is appropriate to leave part of River Rock Park natural (with native grasses) in order to reduce maintenance costs?
If natural grass renders it unusable whats the point - a park needs to be more than grass.

Please provide any other comments regarding the River Rock Park Master Plan on the back.
15 acres - (2 parks combined) of grass seems quite silly to me. Play areas, picnic, equipment is what makes sense. Maintenance should be left separate.

Jeannette Englehart

River Rock Estates Subdivision
River Rock Park Master Plan
Public Meeting #1
May 2011

The problem with the current proposal is the amenities at the new portion of the park (River Rock) will pale in comparison to that of those currently paid for and maintained by Rim Rock. And if the plan is for a seamless park, then River Rock and Silver Creek should pay to establish the River Rock portion of the park with all three subdivisions (Rim Rock, River Rock & Silver Creek) to pay equally for maintenance of the combined park.

From the sound of the proposal, Silver Creek would have no SID or maintenance fees AND will have a lower than required financial contribution being some of the land being donated for River Rocks development will benefit Silver Creek.

The questions you have about the park:

1. The activity and frequency of use of the park **totally** depends upon the facilities available.

2. Amenities for the park should include **pre-school** play equipment and a shelter with adequate seating for the demand anticipated at the park. Please also consider other painted play area like hopscotch, 4 square etc. I would hope the city has templates that parks and schools can use where it would be an inexpensive addition to a path by the play or picnic area.

3. If there is a path to the open space, it should loop to connect to somewhere so it can be used as a walk/run/bike path. If not it should have a bench at the end of the path.

4. The proposed area for picnic shelter is good but seriously inadequate . There should be enough seating for families to picnic or sports teams, like soccer, to have snacks. There should be at least 4-6 picnic tables, preferably room for 8 to 10 to accommodate multiple groups.

5. It is important to keep maintenance cost to a minimum, but it appears the city is willing to accept lots of useless land: area planned for native grass and the water retention area which will be a swap for mosquitoes. By observing Rim Rock Parks water drainage area, the areas in both parks will be useless with Rim Rocks being worse if it is to be a water retention area. As someone at the meeting pointed out at times, like these, the drainage ditch is already full and I fear that trying to add more water to it will cause damaging floods somewhere. Especially with the increase in severe weather the country including this area have come to experience in recent time. Although no one can predict the future, we can be wisely prepared for what is reasonable to expect in this tumultuous climate.

Other comments:

After attending the River Rock Park public meeting, my biggest concern is in the fundamentals of the plotting, in that some of the land donated will be in exchange for allowing Silver Creek subdivision to be developed - at an unspecified time. The people entering the agreement now (city council members and current land owner/developer) may not be the ones having to finalize/settle the agreement. Laws and topography might change between now and when the land is requested to be plotted for development, leaving the city in a compromised position. It should be all or nothing at the time of plotting. If ANY land donation for Silver Creek development is to be accepted, then ALL plotting of Silver Creek should be done at this time. It would be unethical to not have a complete legal agreement between the city and developer for Silver Creek. The only way to do that is remove any allowances (laws might change between now and when it is developed) for Silver Creek or include plotting of Silver Creek with River Rock and the land donation/financial settlement as required by law. The current proposal also leads to a problem of Silver Creek **not** paying for development or maintenance fees for their local park.

River Rock Estates Subdivision
River Rock Park Master Plan
Public Meeting #2
June 21, 2011

Thank you for taking the time to attend tonight's meeting. The purpose of tonight's meeting is to present the draft master plan and receive feedback on your opinion about the design of River Rock Park. If you have additional comments, please send them to Mark Jarvis, Parks Planner; City of Billings Parks, 390 N. 23rd St., Billings, MT 59101 or (406) 657-8367 or jarvism@ci.billings.mt.us.

Comments or suggestions regarding the draft master plan for River Rock Park:

I'm concerned about the lack of enough parking spaces. When there are organized activities such as Soccer, etc, there is a definite lack of parking in the existing Bernrock West subdivision. With the number of allotted spaces (proposed) I'm concerned there will be overflow parking on the residential streets. It becomes a parking problem for the homeowners.

Kim Pkll

River Rock Estates Subdivision
River Rock Park Master Plan
Public Meeting #2
June 21, 2011

Thank you for taking the time to attend tonight's meeting. The purpose of tonight's meeting is to present the draft master plan and receive feedback on your opinion about the design of River Rock Park. If you have additional comments, please send them to Mark Jarvis, Parks Planner; City of Billings Parks, 390 N. 23rd St., Billings, MT 59101 or (406) 657-8367 or jarvism@ci.billings.mt.us.

Comments or suggestions regarding the draft master plan for River Rock Park:

① Good public outreach; inform ahead of development / SID

② Ensure homeowners are aware of SID. Posting master plans on web & "SAMPLE / EXAMPLE" of what a 'done' park plan & Companion SID assessment to more inform —

③ SUGGEST: one option should include developed Heritage Trail System through River Rock (along both ditches to west until Subdivision ends)

④ Keep it Simple.
Make productive use of Berms (shedding / rolling) but also incorp. large rocks on berms for "jumping" spaces (Country Manor Park).

⑤ At 10'l. } re-do these meetings / or regulars
30'l. } inform so it is anticipated not
50'l. } negative.

⑥ Don't lock-in development @ 60'l. Sooner if wanted sooner.

River Rock Estates Subdivision
River Rock Park Master Plan
Public Meeting #2
June 21, 2011

Thank you for taking the time to attend tonight's meeting. The purpose of tonight's meeting is to present the draft master plan and receive feedback on your opinion about the design of River Rock Park. If you have additional comments, please send them to Mark Jarvis, Parks Planner; City of Billings Parks, 390 N. 23rd St., Billings, MT 59101 or (406) 657-8367 or jarvism@ci.billings.mt.us.

Comments or suggestions regarding the draft master plan for River Rock Park:

Rimrock West has a great deal of open grass practice space, which is used by the entire city. What is lacking is more playground space, tables, benches, walking paths, trees & shelter. It appears that this master plan will only give us more grass to water & maintain.

STORMWATER DESIGN REPORT

FOR

RIVER ROCK ESTATES SUBDIVISION

BILLINGS, MONTANA

INTRODUCTION

River Rock Estates Subdivision is generally located between Poly Drive and Rangeview Drive, on the western side of 46th Street West in Billings, MT. This report details the necessary stormwater management facilities required for this project site. The design conforms to the City of Billings Stormwater Management Manual (SWMM), dated February 2003.

GENERAL INFORMATION

The proposed storm drainage system for this project consists of a series of surface sheet and gutter flow, underground piping, a detention pond, and discharge into an existing irrigation ditch which runs along the southern edge of the property. The underground system is comprised of 12-, 18-, 24-, and 27-inch pipe and 48- and 60-inch diameter concrete manholes, with curb inlets at appropriate locations around the site. The total surface area contributing to stormwater flow is approximately 36 acres and the existing slopes on-site range up to 2.5%, generally sloping to the south. The storm drainage system has been sized to accommodate the 2-year and 10-year storm events. This system has also been designed to convey up to 5 cfs from the future Silvercreek Subdivision to the north.

CALCULATION PARAMETERS

The following calculations are based on the design procedures documented in the SWMM for the City of Billings, Sixth Edition, dated February 2003.

The estimated post-development area flowing to each stormwater inlet is displayed on the stormwater exhibit (Figure 1). For each of these areas, weighted "CN" values were determined based on the respective ratios of lot area to street area. This area lies in the Wanetta soil group (Group "B"), which results in a "CN" value of 72 for the lots and 90.2 for street right-of-ways. For the SCS method, the direct runoff is reported in Table 2-8 of the City of Billings Stormwater Management Manual (SWMM). The flow calculations for each basin can be found in the Appendix.

INLET CALCULATIONS

SWMM states the 2-year and 10-year storms must not overtop the curb. The maximum allowable flow depth is then 0.46 feet, which equals the vertical distance from the flow line to the top of curb. All inlets on this site are sag inlets with the exception of two on-grade inlets along North River Rock. To be conservative, it was assumed that all of the flow bypassed these on-grade inlets and continued to the next sag inlet.

SWMM Chapter 4 allows a sag inlet operate as a weir up to a depth of 0.40 feet. Since the allowable depth is 0.46 feet, the weir equation and the orifice equation were compared at that depth. It was determined that the weir equation provided a more conservative constraint. Calculating the flow for the inlets using the weir equation at a depth of 0.46 feet gives:

$Q = 3.0 * P * d^{1.5}$

Where, P = perimeter of inlet excluding curb side = 4.92 feet
d = depth = 0.46 feet

$Q = 3.0 * 4.92 * 0.46^{1.5}$ = **4.60 cfs**

Since the maximum flow is less than 4.60 cfs to each inlet (highest flow to a single inlet is 3.72 cfs), no additional inlets will be needed at the sag curves.

UNDERGROUND PIPE CAPACITY

Pipe sizing was based on the SCS Method as outlined within SWMM. The 2-year storm event's total flow was found to be 6.32 cfs for River Rock Estates Subdivision alone. The pipe network of River Rock, however, must also accommodate a portion of the flow, up to 5 cfs, from the eastern two-thirds of the future Silvercreek subdivision. The proposed pipe capacities are found by utilizing Manning's formula:

$Q = (1.49/n) * A * R^{2/3} * S^{1/2}$ where all variables are as defined in the SWMM.

The following table summarizes each proposed pipe run and its slope, calculated capacity, contributing basins, and the total flow it will need to carry.

Pipe Size (inches)	Slope (%)	Capacity (cfs)	Contributing Basins	Total Flow (cfs)
12	0.50	2.52	Basins 13 and 14	0.73
18	0.50	7.46	Silvercreek	5.00
18	2.00	14.92	Basins 3,4, and 10	1.70
24	0.50	16.04	Silvercreek, 1, 2, & 5	6.54
27	0.25	21.89	Silvercreek + Combined River Rock	11.32

The SWMM also specifies that the 100-year storm flow shall not exceed a depth of 18 inches over the gutter. Using the same parameters described above, the 100-year flow rate for Basin 9 (the largest) is found to be 8.83 cfs. For this case, the maximum depth allows for the use of the orifice equation:

> $Q = 5.37 * A * d^{1/2}$ where all variables are as defined in SWMM and A is assumed to be 60% of the total inlet area.

Holding the depth constant at 1.5 feet, the capacity of the grate inlet serving Basin 9 is found to be 11.35 cfs and is therefore sufficient to prevent a ponding depth greater than 1.5' over the gutter.

To account for head loss, the system was modeled with the *Hydraflow "Storm Sewers"* program. This program graphically displays the hydraulic grade line versus finished ground. For the 2-year storm, finished ground needed to be higher than the hydraulic grade line. In the case of a 10-year storm, however, the hydraulic grade line could be up to 0.46' higher than the finished ground line, due to the allowable spread in the gutter. This model indicated the inlet and pipe system was capable of handling all of the flow from River Rock and the eastern two-thirds of Silvercreek during the 2-year storm event. For the 10-year storm event, however, only 5 cfs of the total 21.04 cfs from Silvercreek could be handled by the pipe system without over-topping the curb. To verify that the remaining 16.04 cfs could surface flow to a detention basin in Silvercreek and not over-top the curb, Manning's equation was applied to the typical cross-section of a local street. This calculation showed surface flow could be as high as 31.10 cfs.

The City of Billings SWMM states that during the 100-year storm event, water may reach a depth of 1.5' over the gutter. Since none of the sag vertical curves is deeper than 1.5', all stormwater could overtop the road high points and reach the retention pond in the park via the parking lot. Manning's equation was used to find the maximum surface flow with a cross-section that extended 1.5' above the gutter flow line. This calculation yielded a result of 647.17 cfs. Since this flow is greater than the total 100-year flow from both subdivisions, it indicates that the inlet and pipe system can accommodate the 100-year storm event without exceeding a water depth of 1.5' over the gutter.

CONCLUSIONS

The above calculations illustrate that the proposed storm drainage facilities are capable of accommodating the required 2-year and 100-year flow conditions as specified in the City of Billings SWMM.

06-169 River Rock Estates Subdivision
Stormwater Calculations
9/12/2008

Determining Direct Runoff Depth (R) from 2-8

Basin	Residential Area (sq. mi.)	Residential CN	Street Area (sq. mi.)	Street CN	Composite CN	R (2-yr)	R (10-yr)	R (100-yr)
1	0.0043	72.0	0.0009	90.2	75	0.142	0.483	1.218
2	0.0003	72.0	0.0003	90.2	81	0.280	0.740	1.620
3	0.0036	72.0	0.0010	90.2	76	0.160	0.520	1.270
4	0.0048	72.0	0.0009	90.2	75	0.142	0.483	1.218
5	0.0008	72.0	0.0011	90.2	83	0.340	0.860	1.780
6	0.0004	72.0	0.0006	90.2	83	0.340	0.860	1.780
7	0.0043	72.0	0.0003	90.2	73	0.110	0.410	1.110
8	0.0004	72.0	0.0006	90.2	83	0.340	0.860	1.780
9	0.0039	72.0	0.0028	90.2	80	0.180	0.560	1.330
10	0.0003	72.0	0.0006	90.2	84	0.370	0.900	1.830
11	0.0001	72.0	0.0006	90.2	88	0.540	1.120	2.170
12	0.0000	72.0	0.0004	90.2	90	0.629	1.266	2.336
13	0.0005	72.0	0.0007	90.2	83	0.340	0.860	1.780
14	0.0006	72.0	0.0006	90.2	81	0.280	0.740	1.620

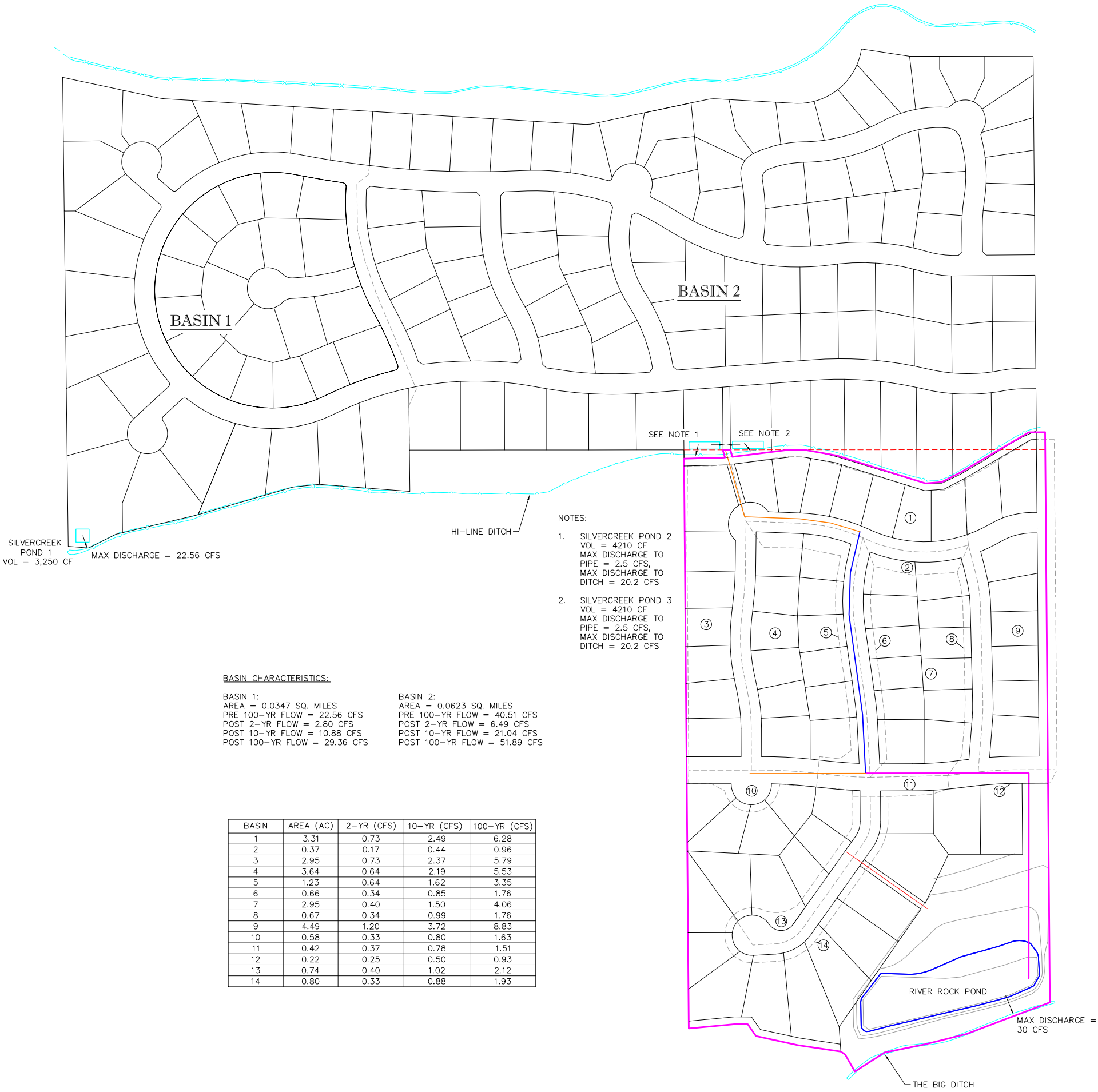
Time of Concentration

Basin	Lot Length (ft)	Lot Slope (%)	Lot Vel. (fps)	Gutter Length (ft)	Gutter Slope (%)	Gutter Vel. (fps)	Time of Conc. (min)	Hydrograph Used
1	100	1.5	0.7	460	1.0	2.0	6.21	0.1
2	30	1.7	0.8	115	1.3	2.3	1.46	0.1
3	165	1.0	0.7	665	2.5	3.1	7.50	0.1
4	645	2.5	1.1	145	0.7	1.7	11.19	0.2
5	40	1.8	1.0	830	2.2	3.0	5.28	0.1
6	20	1.5	0.9	565	2.4	3.1	3.41	0.1
7	610	2.4	1.1	70	0.8	1.9	9.86	0.2
8	20	8.0	2.0	510	2.4	3.1	2.91	0.1
9	240	1.4	0.8	550	2.4	3.1	7.96	0.1
10	0	1.0	1.0	340	0.7	1.7	3.33	0.1
11	0	1.0	1.0	230	1.2	2.2	1.74	0.1
12	0	1.0	1.0	240	1.1	2.1	1.90	0.1
13	20	8.0	2.0	400	0.5	1.4	4.93	0.1
14	20	8.0	2.0	500	0.5	1.4	6.12	0.1

Peak Runoff = qPxRxA

Basin	qP	2-yr R (cfs)	10-yr R (cfs)	100-yr R (cfs)
1	991	0.73	2.49	6.28
2	991	0.17	0.44	0.96
3	991	0.73	2.37	5.79
4	796	0.64	2.19	5.53
5	991	0.64	1.62	3.35
6	991	0.34	0.85	1.76
7	796	0.40	1.50	4.06
8	991	0.34	0.99	1.76
9	991	1.20	3.72	8.83
10	991	0.33	0.80	1.63
11	991	0.37	0.78	1.51
12	991	0.25	0.50	0.93
13	991	0.40	1.02	2.12
14	991	0.33	0.88	1.93
		6.88	20.16	46.44

Hour	qP
0.10	991
0.20	796
0.30	658
0.40	575
0.50	496
0.75	388
1.00	316
1.25	271
1.50	236
2.00	192



NOTES:

1. SILVERCREEK POND 2
   VOL = 4210 CF
   MAX DISCHARGE TO PIPE = 2.5 CFS,
   MAX DISCHARGE TO DITCH = 20.2 CFS
2. SILVERCREEK POND 3
   VOL = 4210 CF
   MAX DISCHARGE TO PIPE = 2.5 CFS,
   MAX DISCHARGE TO DITCH = 20.2 CFS

BASIN CHARACTERISTICS:

BASIN 1:
AREA = 0.0347 SQ. MILES
PRE 100-YR FLOW = 22.56 CFS
POST 2-YR FLOW = 2.80 CFS
POST 10-YR FLOW = 10.88 CFS
POST 100-YR FLOW = 29.36 CFS

BASIN 2:
AREA = 0.0623 SQ. MILES
PRE 100-YR FLOW = 40.51 CFS
POST 2-YR FLOW = 6.49 CFS
POST 10-YR FLOW = 21.04 CFS
POST 100-YR FLOW = 51.89 CFS

BASIN	AREA (AC)	2-YR (CFS)	10-YR (CFS)	100-YR (CFS)
1	3.31	0.73	2.49	6.28
2	0.37	0.17	0.44	0.96
3	2.95	0.73	2.37	5.79
4	3.64	0.64	2.19	5.53
5	1.23	0.64	1.62	3.35
6	0.66	0.34	0.85	1.76
7	2.95	0.40	1.50	4.06
8	0.67	0.34	0.99	1.76
9	4.49	1.20	3.72	8.83
10	0.58	0.33	0.80	1.63
11	0.42	0.37	0.78	1.51
12	0.22	0.25	0.50	0.93
13	0.74	0.40	1.02	2.12
14	0.80	0.33	0.88	1.93

LEGEND

- 27" STORM MAIN
- 24" STORM MAIN
- 18" STORM MAIN
- 12" STORM MAIN
- DITCH
- DRAINAGE BASIN

N

0 150 300 450

SCALE (FEET)

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RIVER ROCK SUBDIVISION
RIVER ROCK & SILVERCREEK STORM EXHIBIT
BILLINGS, MONTANA

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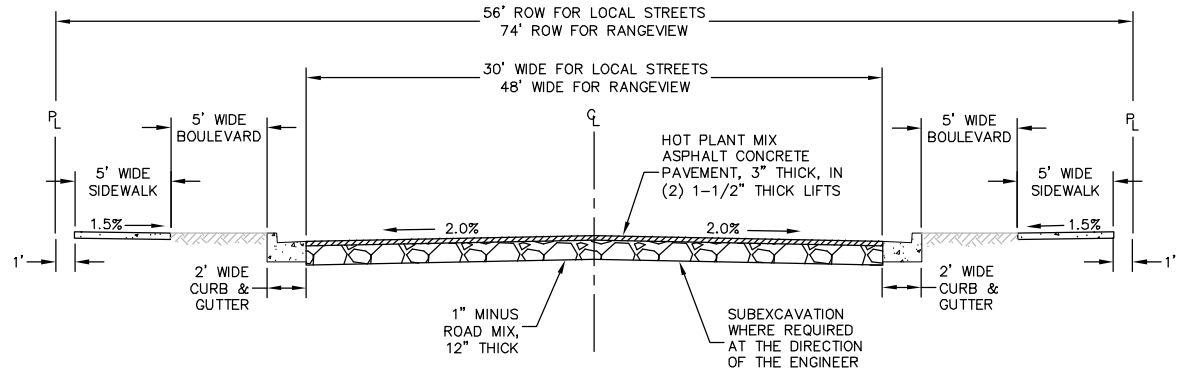
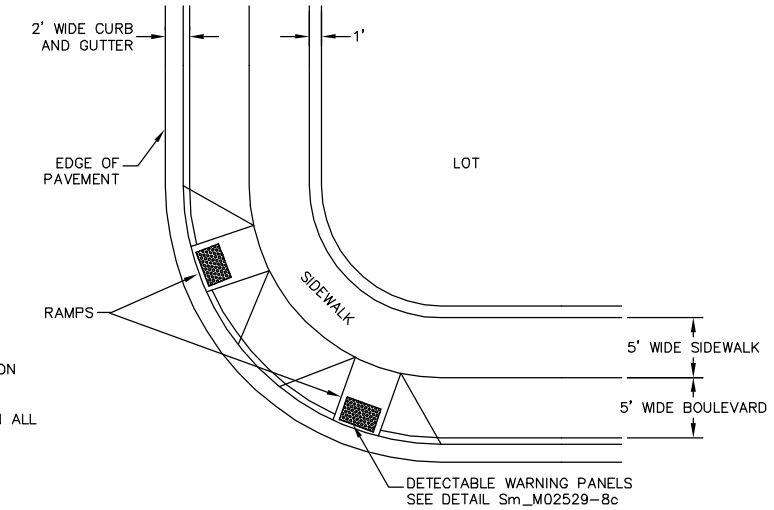
PROJECT #: 06-169	FIGURE 1
DATE: 09/12/08	
PROJECT ENGINEER: JDB	
DRAWN BY: JAJ	
REVIEWED BY: JDB	



1 / C2-4 - 7 **SECTION**
TYPICAL ROAD CROSS SECTION

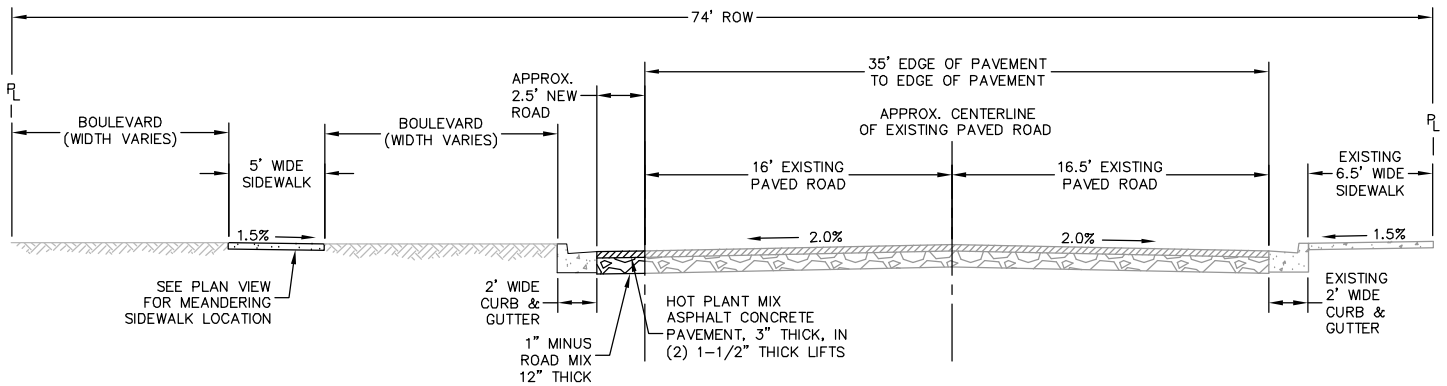
0 5 10 15
SCALE (FEET)



NOTES:

1. DOWEL WALK TO CURB AND GUTTER WITH 2' MAX. ON CENTER, EPOXY COATED #4 REBAR, 1' IN LENGTH.
2. DETECTABLE WARNING PANELS TO BE INSTALLED ON ALL RAMPS.

1 / ALL **DETAIL**
ACCESSIBILITY RAMP DETAIL
NTS



2 / C2-8 **SECTION**
46th ST. WEST CROSS SECTION

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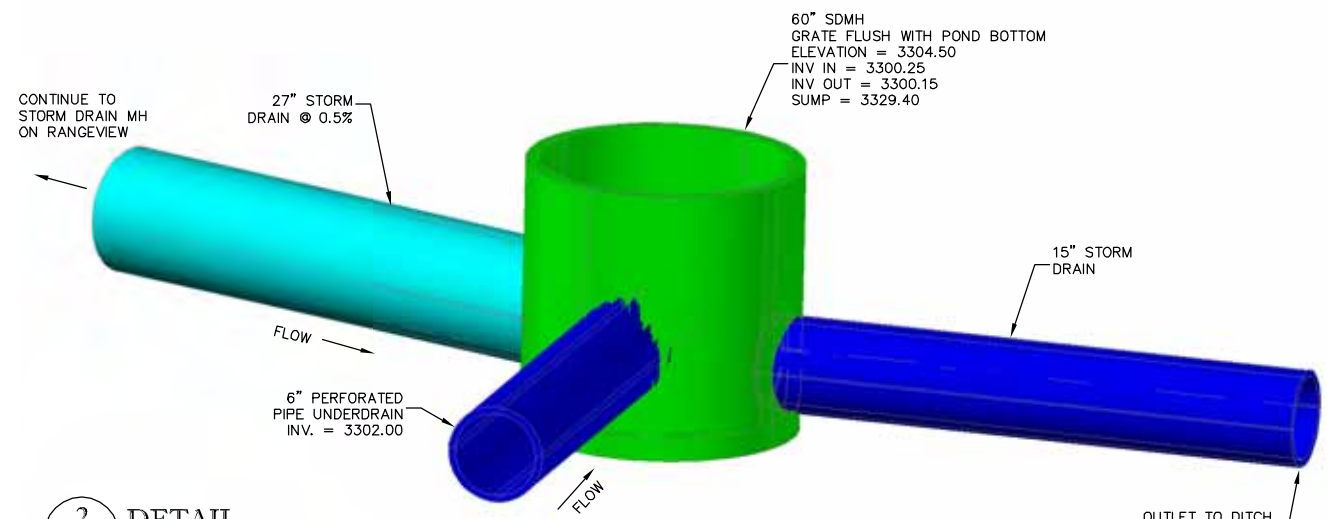
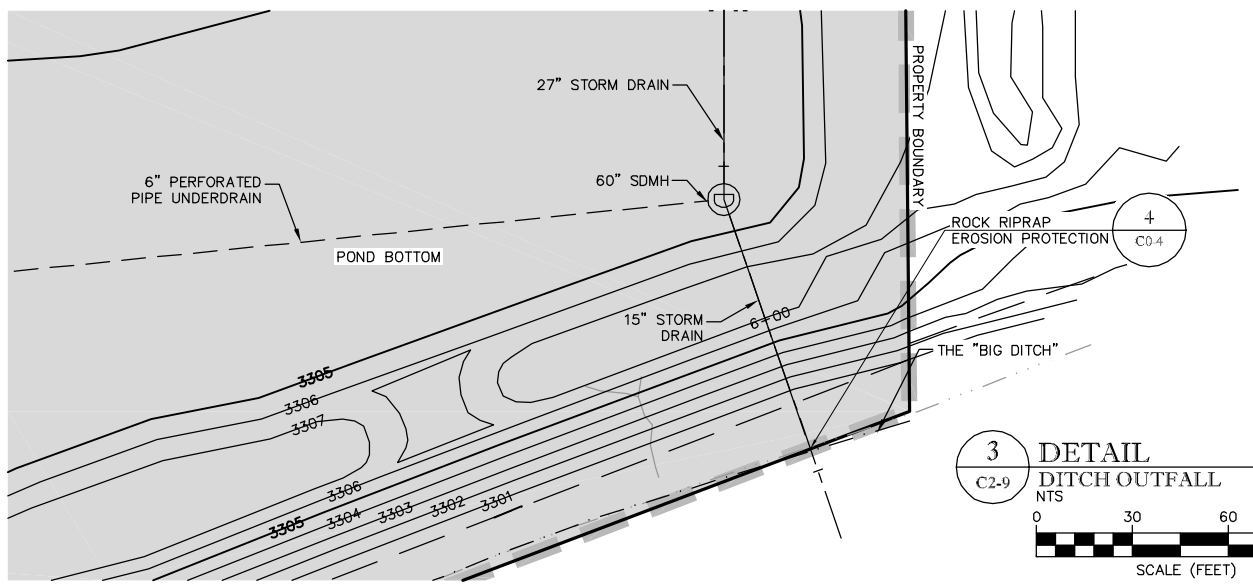
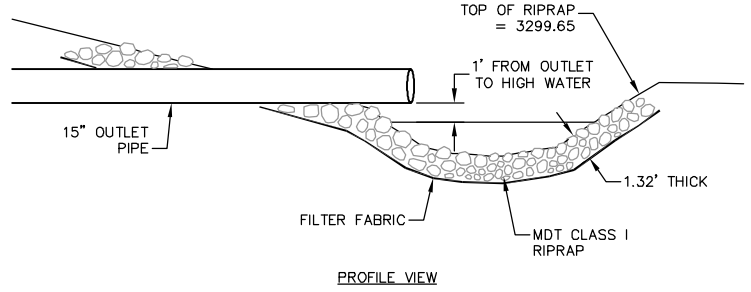


2 / C2-9 **DETAIL**
STORM DRAIN OUTLET STRUCTURE
NTS

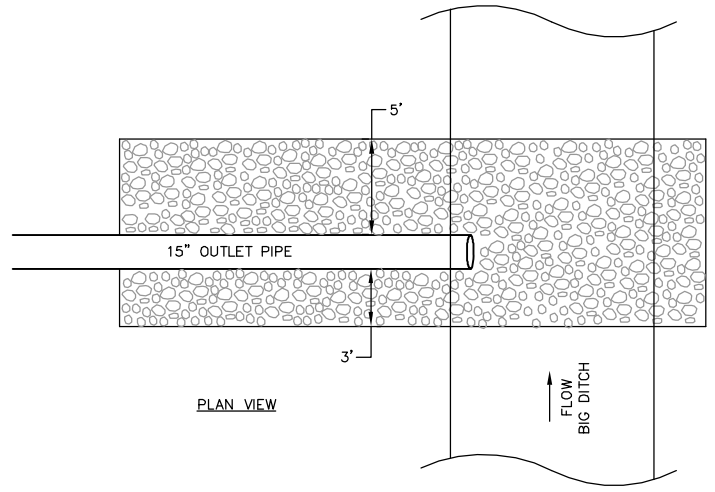


3 / C2-9 **DETAIL**
DITCH OUTFALL
NTS

0 30 60 90
SCALE (FEET)



PROFILE VIEW



PLAN VIEW

4 / C0-4 **DETAIL**
ROCK RIPRAP EROSION PROTECTION
NTS

0 5 10 15
SCALE (FEET)

100% PLANS FOR CITY REVIEW - NOT FOR CONSTRUCTION

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NO.	REVISIONS	DRAWN BY	DATE

SCALE AS NOTED

PROJECT ENGINEER: JAJ	DRAWN BY: JAJ
DESIGNED BY: JAJ	REVIEWED BY: PJS

RIVER ROCK SUBDIVISION - PHASE I
DETAILS AND CROSS-SECTIONS
BILLINGS, MONTANA

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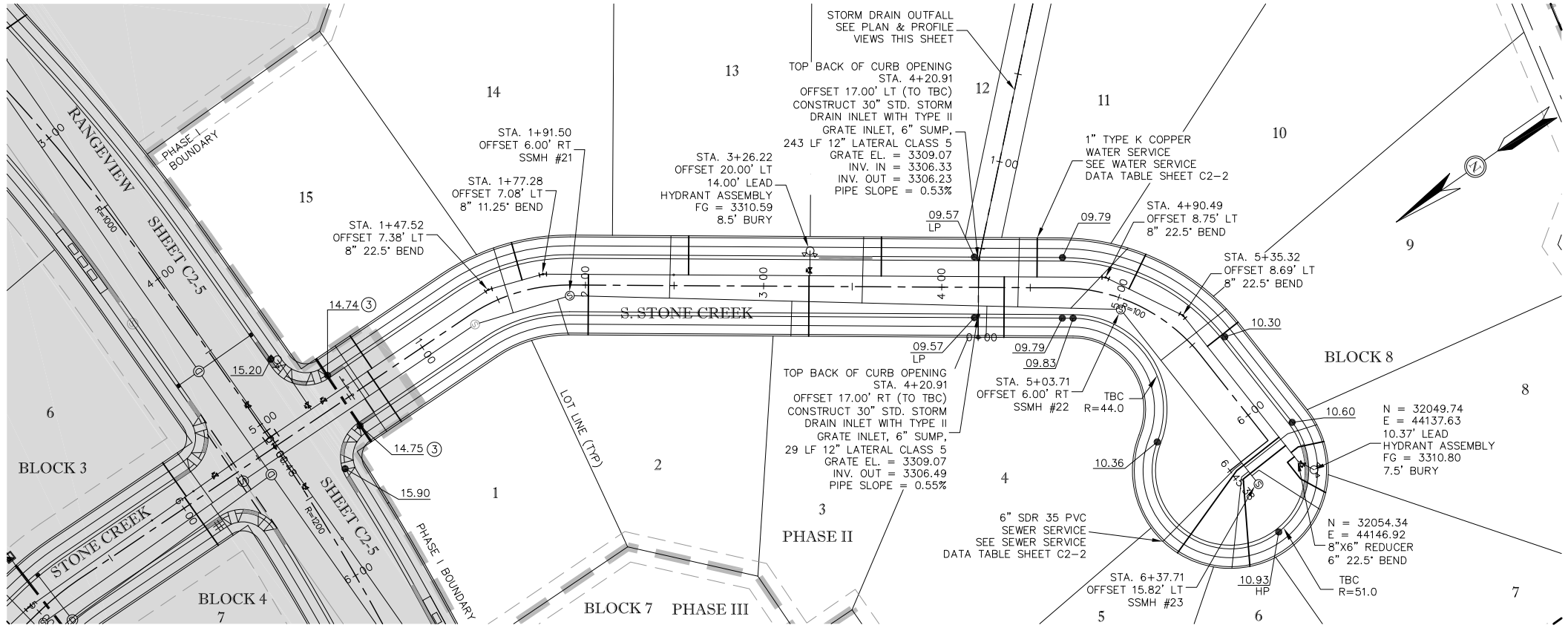
PROJECT #: 06-169
DATE: 04/18/11

SHEET
C0-4

RIVER ROCK SUBDIVISION
DETAILS & CROSS-SECTIONS



PLAN VIEW - SOUTH STONE CREEK

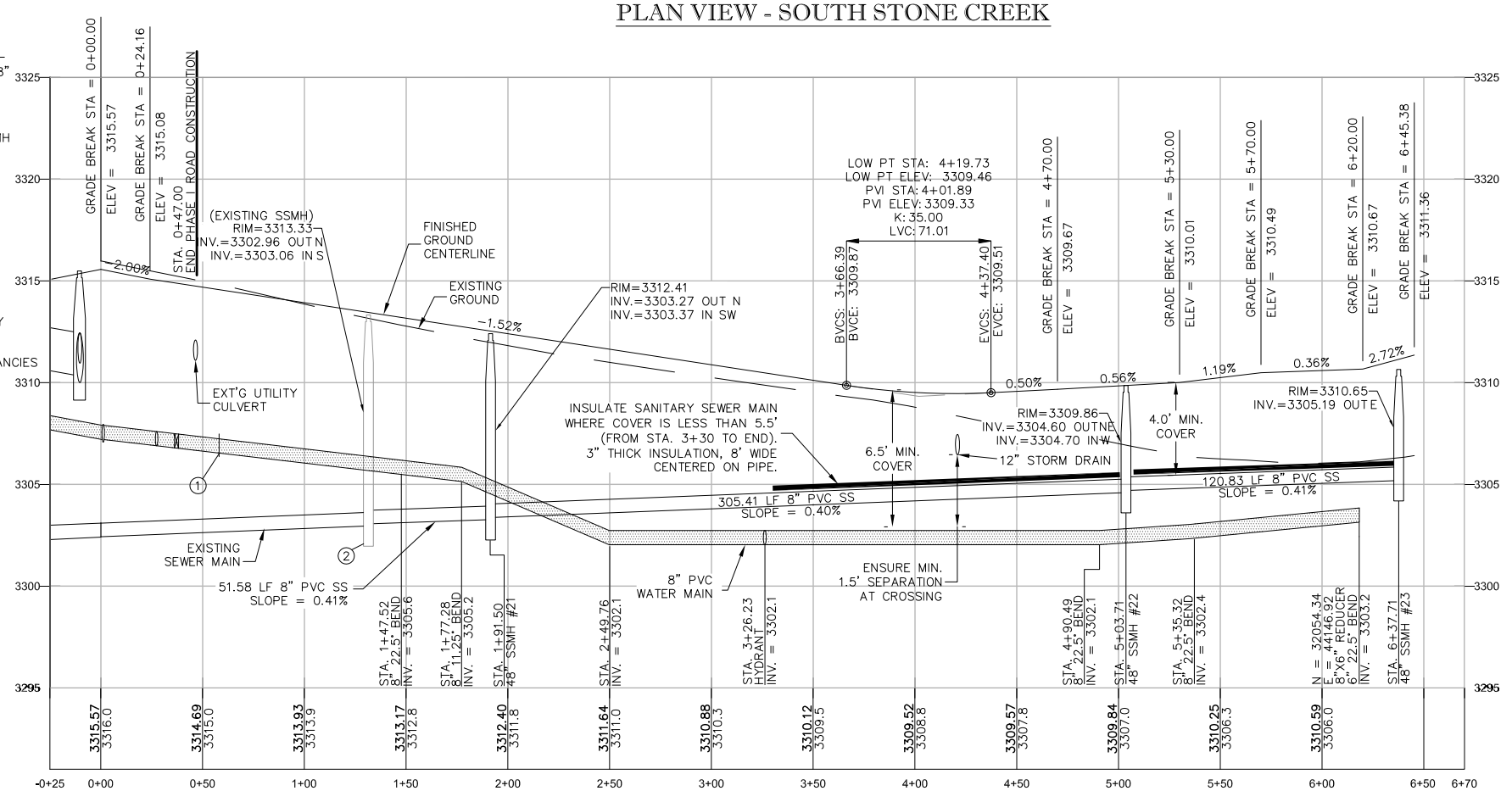
PLAN VIEW - STORM DRAIN OUTFALL

① REMOVE AND DISPOSE OF EXISTING END CAP – CONNECT TO EXISTING 8" INV. ELEV. = 3306.5±*

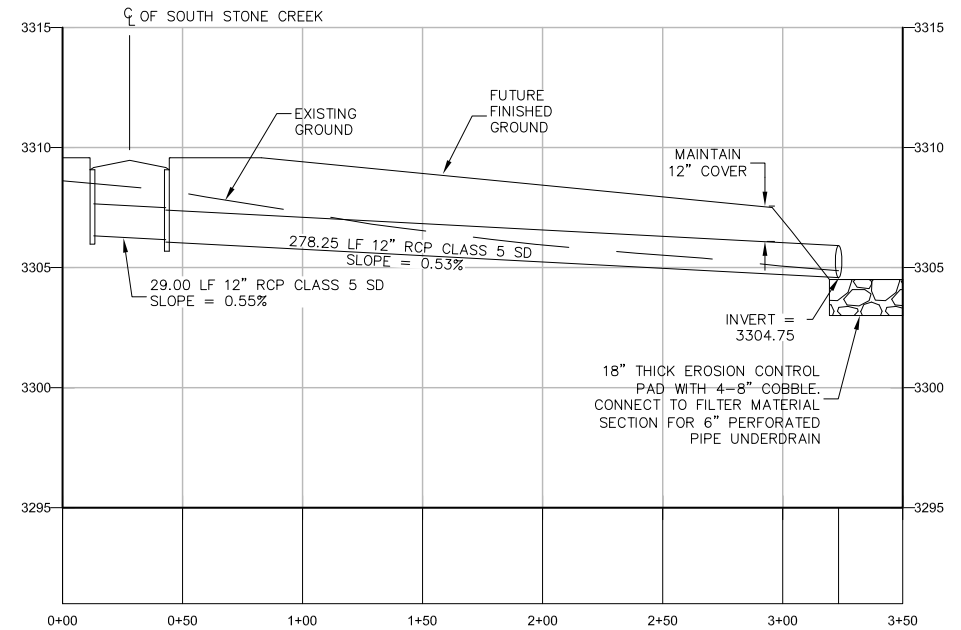
② REMOVE PLUG – CONNECT TO EXT'G SSMH INV. ELEV. = 3303.1±*

③ CARRY NORMAL CROWN OF SIDE STREET TO CURB RETURN

*CONTRACTOR SHALL VERIFY ELEVATIONS OF EXISTING INSTALLATIONS AND NOTIFY ENGINEER OF ANY DISCREPANCIES GREATER THAN 0.1'.



PROFILE VIEW - SOUTH STONE CREEK



PROFILE VIEW - STORM DRAIN OUTFALL

100% PLANS FOR CITY REVIEW - NOT FOR CONSTRUCTION

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NO.	REVISIONS	DRAWN BY	DATE

HORIZONTAL SCALE FEET 0 40 80
VERTICAL SCALE FEET 0 4 8

PROJECT ENGINEER: JAJ | DRAWN BY: JAJ
DESIGNED BY: JAJ | REVIEWED BY: PJS

RIVER ROCK SUBDIVISION - PHASES II AND III
SOUTH STONE CREEK STA. 0+00 TO 6+45
BILLINGS, MONTANA

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PROJECT #: 06-169
DATE: 04/18/11

SHEET C2-5

RIVER ROCK SUB.
SOUTH STONE CREEK

NOTE:
SEED PARK AND POND WITH
PERMANENT SEED MIX SPECIFIED
IN PARK MASTER PLAN.

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RIVER ROCK ESTATES SUBDIVISION
PARK AND POND GRADING
BILLINGS, MONTANA

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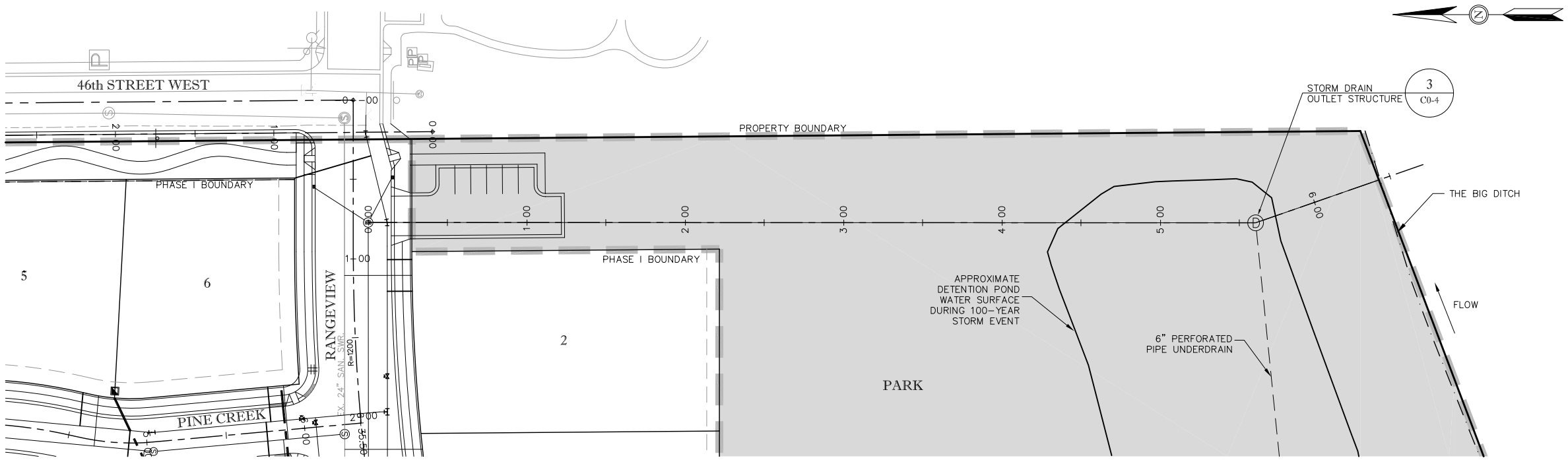
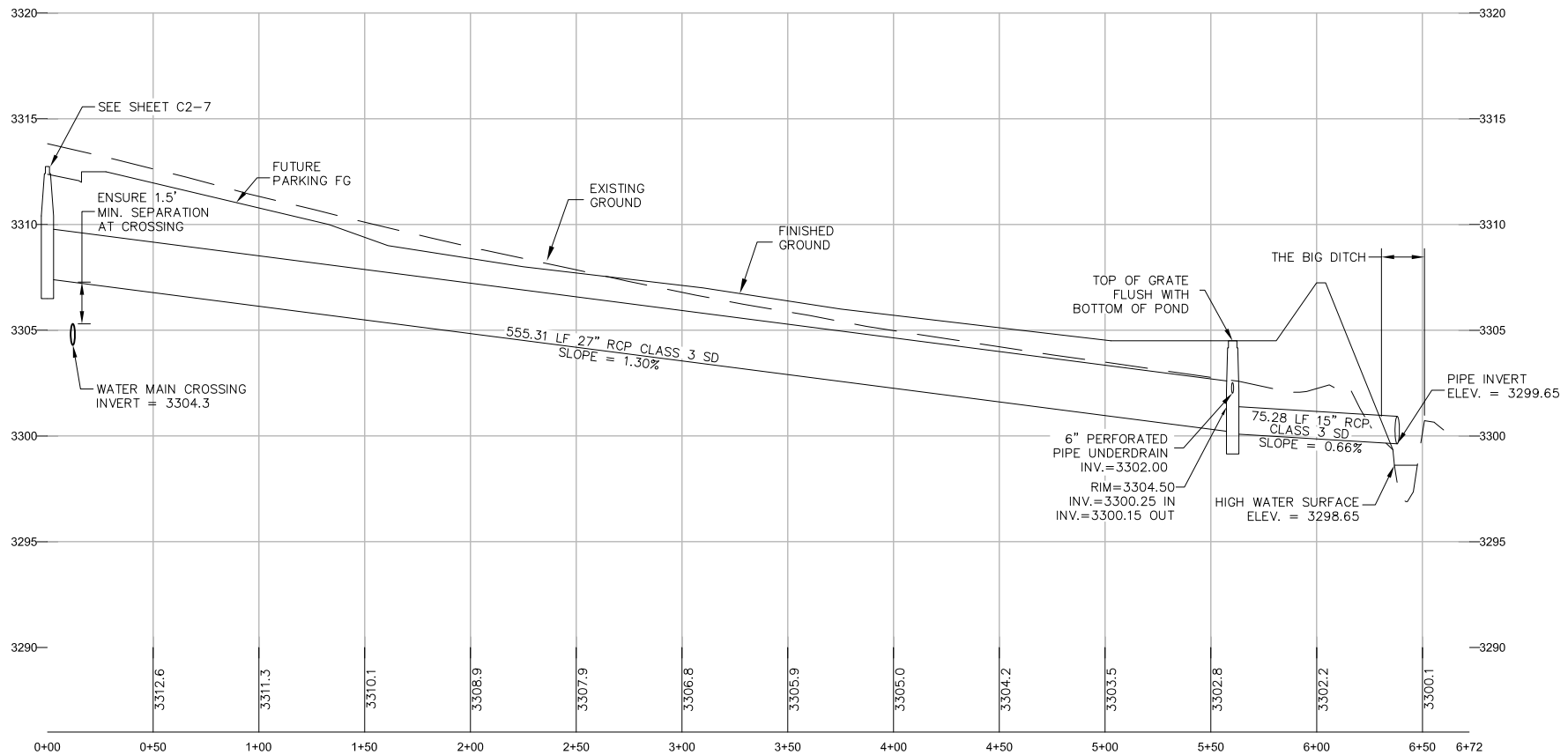
PROJECT #: 06-169	FIGURE 1
DATE: 06/23/11	
PROJECT ENGINEER: GF	
DRAWN BY: JAJ	
REVIEWED BY:	



PLAN VIEW - STORM DRAIN OUTFALL



PROFILE VIEW - STORM DRAIN OUTFALL

100% PLANS FOR CITY REVIEW - NOT FOR CONSTRUCTION

NO.	REVISIONS	DRAWN BY	DATE

HORIZONTAL SCALE FEET 0 40 80

VERTICAL SCALE FEET 0 4 8

PROJECT ENGINEER: JAJ | DRAWN BY: JAJ

DESIGNED BY: JAJ | REVIEWED BY: PJS

RIVER ROCK SUBDIVISION - PHASE I
STORM DRAIN OUTFALL TO DITCH
BILLINGS, MONTANA

32 DISCOVERY DRIVE
BOZEMAN, MT 59718
PHONE (406) 582-0221
FAX (406) 582-5770
www.alliedengineering.com

Civil Engineering
Geotechnical Engineering
Land Surveying

ALLIED ENGINEERING SERVICES, INC. Diverse Projects Solutions that Last

PROJECT #: 06-169
DATE: 04/18/11

SHEET C2-9

RIVER ROCK SUBDIVISION
STORM OUTFALL TO DITCH

L:\2006\06-169 Design Builders Sub Review\dwg\River Rock - AES\Utility Sheets-Phase I Final.dwg

Return to:
Allied Engineering
32 Discovery Drive
Bozeman, MT 59718

STORMWATER DISCHARGE AGREEMENT

RIVER ROCK ESTATES SUBDIVISION

This agreement is made and entered into this 22nd day of July, 2008, by and between **BOYER LAND, LLC**, whose address for the purpose of this agreement is 2810 Central Avenue, Unit C; Billings, Montana 59102, hereinafter referred to as "Subdivider," and the **BIG DITCH COMPANY**, hereinafter referred to as "Irrigator".

WITNESSETH:

WHEREAS, Subdivider proposes to utilize a portion of the "Big Ditch" to accept stormwater runoff from the River Rock Estates subdivision; and

WHEREAS, Irrigator maintains the right to maintain the Big Ditch and have control over all inflows and outflows to the ditch; and

WHEREAS, the City of Billings, as one of the conditions of River Rock Estates subdivision plat approval, requires the Subdivider and Irrigator to enter into an agreement whereby said stormwater flows may be permitted into the Big Ditch in so long as the Association pays the required fees and the ditch is in operation;

THEREFORE, THE PARTIES TO THIS AGREEMENT, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows:

1. Stormwater flows from the River Rock Estates subdivision Via a retention pond in the River Rock Estates Park shall be permitted to discharge to the pre-development rate as outlined in the City of Billings Stormwater Management Manual or Department of Environmental Quality Circular 8, whichever is more restrictive.

2. Any discharge to the Big Ditch shall be limited to less than or equal to the pre-development rate of runoff of the area encompassed by the River Rock Estates subdivision.

3. Subdivider agrees to pay a one-time fee of $2,500.00 to Irrigator to discharge to the Irrigator, which shall be contemporaneously with the execution of this agreement.

4. Subdivider agrees to purchase five (5) shares of the Big Ditch Company at a cost of $20.00 per share to permit discharge into the Big Ditch. Subdivider may assign and transfer the shares to the River Rock Homeowner's Association.

5. Subdivider agrees to pay occasional dues as may be specified by the Irrigator in proportion to the number of shares owned. Upon transfer of shares from the Subdivider to the Homeowners' Association (under the provisions of the River Rock Estates Subdivision Improvements Agreement), Subdivider shall be relieved of any responsibility or obligation to pay future assessments or dues and all future assessments and dues shall be paid by the Association and the dues shall become the obligation of the Homeowner's Association.

6. Subdivider agrees that the ownership of the ditch shares does not constitute an agreement or right to remove water from the ditch for any purpose. Subdivider also agrees to include appropriate provisions in homeowners' documents and covenants that explicitly prohibit the removal of water from any ditch on or adjacent to the property.

7. Irrigator agrees to allow discharge of stormwater runoff from the River Rock Estates subdivision to the Big Ditch pursuant to the Storm Water Management Plan.

8. Subdivider agrees to form a Homeowners' Association or other entity that will be responsible for common maintenance and upkeep of the subdivisions (the "Association"). Subdivider agrees to transfer ownership of the shares at a suitable time, as specified in the subdivision covenants, to the Association(s). The Homeowners' Association will be responsible for common maintenance and upkeep of the subdivision. Subdivider agrees that a one-time $25.00 transfer fee will be payable at the time of the ownership change of the shares.

9. Subdivider agrees to include appropriate provisions in the Association documents or covenants that require the Association to collect a fee of $25.00 per residence per year, for each residence for which an Occupancy Permit has

been issued by the City of Billings. For this purpose, the aforementioned fees shall be collected by the Association and submitted to Irrigator annually in a lump sum payments by the Association in January of each year. The Association shall provide Irrigator a contact person's name, address and phone number for this purpose.

10. Subdivider also agrees to include appropriate provisions in homeowners' documents and covenants that explicitly prohibit the homeowners from dumping garbage, grass clippings or any other items into the ditches at any time.

11. Subdivider agrees to include appropriate provisions in the Declaration of Restrictive Covenants for the subdivision that requires property owners abutting the ditch to maintain the ditch bank. If the abutting Lot Owner fails to maintain the ditch bank, the ditch company may burn the weeds on the ditch bank. In such event, the ditch company shall not be liable to Lot Owners for any damage to or destruction of their fences.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date first above written.

"SUBDIVIDER"

BOYER LAND LLC

By: James Boyer

Its: president

AMY LYNN MACKAY
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
October 25, 2011

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 22nd day of July, 2008, before me, a Notary Public in and for the State of Montana, personally appeared James Boyer, known to me to be the President of **BOYER LAND LLC**, who executed the foregoing instrument and acknowledged to me that he/she executed the same.

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

Amy Lynn Mackay

Notary Public in and for the State of Montana
Printed name: Amy Lynn MacKay
Residing at Billings, Montana
My commission expires: October 25, 2011

"IRRIGATOR"
BIG DITCH COMPANY

BILLINGS, MONTANA

By: Dick Hardt
OFFICER'S NAME

Its: President
POSITION

AMY LYNN MACKAY
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
October 25, 2011

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 22nd day of July, 2008, before me, a Notary Public in and for the State of Montana, personally appeared Dick Hardt, known to me to be the President of **BIG DITCH COMPANY**, who executed the foregoing instrument and acknowledged to me that he/she executed the same.

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

Amy Lynn Mackay
Notary Public in and for the State of Montana
Printed name: Amy Lynn Mackay
Residing at: Billings, Montana
My commission expires: October 25, 2011

Peaks to Plains Design PC

LANDSCAPE ARCHITECTURE / PLANNING / ENVIRONMENTAL DESIGN

404 North 31 Street, Suite 405, Billings, Montana 59101 | Phone: 406.294.9499 | Fax: 406.294.9670
studio@peakstoplains.com | www.peakstoplains.com

Consent 1. K.

Regular City Council Meeting

Meeting Date: 08/22/2011

TITLE: 2nd & Final Reading Naming Empire Parking Garage & Northern Hotel Projects as Urban Renewal Projects

PRESENTED BY: Bruce McCandless, Asst. City Administrator

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

Earlier this year the Council agreed to purchase property on Montana Avenue for constructing a new parking garage. In order to use tax increment finance bonds for the garage, the City's bond counsel advises that the project be specifically named as an urban renewal project and that tax increment finance may be used for the bond debt. On June 27, the Council opened a public hearing, continued it until 7/11/2011 and closed the public hearing, and postponed action until 8/8/2011. On August 8th, Council passed an ordinance on first reading to declare the Empire Parking Garage and the Northern Hotel as urban renewal projects and that tax increment financing may be used to fund the projects. At this meeting, the Council will consider adopting the ordinance on second reading.

ALTERNATIVES ANALYZED

The City Council may approve or not approve the ordinance on second reading. Approving the ordinance allows the City's bond counsel and financial advisor to continue working on financing for the project.

FINANCIAL IMPACT

There is no direct financial impact from adopting the ordinance, but it would allow the City to issue $10 million - $15 million of project bonds to finance the project. Tax increment would be used to repay the bondholders.

RECOMMENDATION

Staff recommends that the City Council adopt the ordinance on second reading that names the Empire Parking Garage and Northern Hotel Project as Expanded N. 27th Street Urban Renewal Area projects and authorize tax increment financing to pay for them.

APPROVED BY CITY ADMINISTRATOR

Attachments

Ordinance

ORDINANCE NO. _____

ORDINANCE APPROVING THE EMPIRE PARKING GARAGE AND NORTHERN HOTEL PROJECT AS URBAN RENEWAL PROJECTS IN THE EXPANDED NORTH 27TH STREET URBAN RENEWAL AREA - 2008; AUTHORIZING THE FINANCING THEREOF WITH TAX INCREMENT REVENUES; AND DETERMINING THAT THE DISPOSITION OF PARKING SPACES AND RETAIL SPACES AS SET FORTH IN CERTAIN REAL ESTATE DOCUMENTS IS REASONABLE AND FAIR WITHIN THE MEANING OF MONTANA CODE ANNOTATED, SECTION 7-15-4263

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

Section 1. Recitals.

1.01. On July 11, 2005, the City Council adopted Ordinance No. 05-5333, which created the North 27th Street District Urban Renewal Area as an urban renewal district and approved the North 27 Street Urban Renewal Plan (the "North 27th Street Plan") containing a tax increment financing provision. On November 13, 2006 and December 8, 2008, the City Council adopted Ordinance Nos. 06-5394 and 08-5483, respectively, which expanded the boundaries of the North 27th Street Urban Renewal Area and amended the North 27th Street Plan to create the Expanded North 27th Street Urban Renewal Area – 2008 (the "District").

1.02. In adopting the North 27th Street Plan, the City noted the need for additional public parking in the District, and the North 27th Street Plan contemplates the development of additional parking in the District. The North 27th Street Plan determined it necessary to use tax increment financing to encourage private reinvestment within the District, and provided for the segregation of the tax increment; and the North 27th Street Plan further contemplates the use of tax increment received in the District to finance the costs of development projects approved by the Council, including issuing bonds secured by the tax increment, as a way of encouraging private investment, and development and redevelopment in the District.

1.03. The Council on June 27, 2011, conducted a public hearing on a proposal to undertake urban renewal projects in the District, to finance the costs thereof with tax increment revenues and to provide for the sale of parking spaces and retail space to certain private persons, all as authorized by Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended (the "Act").

1.04. Pursuant to the Act and the procedures contained in the North 27th Street Plan, and Resolution No. 11-19060, adopted June 13, 2011, the City has set forth its intention to use tax increment in an amount sufficient to finance all or a portion of certain urban renewal projects and has undertaken to designate and approve the following urban renewal projects (the "Projects"):

(a) Empire Parking Garage. The Downtown Billings Partnership has proposed that the City build a 505-car parking garage and 18,000-square-foot retail space on the corner of North 27th Street and Montana Avenue (the "Empire Parking Garage"). The Empire Parking Garage is proposed to be built on the site of the Northern Hotel's current parking structure, the Windsor Court office building, and the parking lot that was once the site of the Empire Bar. It is necessary for the City to acquire such property from the respective owners. The total estimated costs of designing, acquiring land for, and the construction of the Empire Parking Garage is $21,000,000. To pay a portion of the costs of Empire Parking Garage, the City proposes to issue tax increment revenue bonds in the estimated amount of $15,000,000 (the "Bonds"). Costs of the Empire Parking Garage in excess of the proceeds of the Bonds will be paid from tax increment funds on hand, City parking funds, proceeds from the sale of the Park IV Parking Garage, if any, and proceeds from the sale of parking spaces and the retail space in the Empire Parking Garage to the Sellers (as hereinafter defined). The Bonds proposed to be issued would be payable from the tax increment revenue generated in the District.

(b) Northern Hotel Project. Zootist Hospitality, LLC, a Montana limited liability company, owns and plans to rehabilitate and redevelop the Northern Hotel in the District and has requested that the City reimburse it for the costs of certain qualified improvements from tax increment of the District (the "Northern Hotel Project"). It is proposed that the City will reimburse Zootist Hospitality, LLC from tax increment revenues in the District, on a subordinate lien basis and on other terms and conditions set forth in the Development Agreement (as hereinafter defined), the costs of the following improvements to the Northern Hotel Project (collectively, the "Qualified Improvements").

new sewer and storm sewer connections,

new water service;

irrigation improvements on streetscape;

sidewalk demolition;

asbestos demolition and abatement;

general demolition of dilapidated/outdated structures;

new energy efficient windows;

repair of exterior masonry;

landscaping and site work;

upgrade and replace exterior doors;

hoisting services – equipment rental; and

concrete work and rebar - exterior.

The estimated cost of the Qualified Improvements is $2,180,827. The City's obligation to reimburse Zootist Hospitality, LLC shall be dependent upon completion of the Northern Hotel Project and completion of the Qualified Improvements and is limited to the actual costs of the Qualified Improvements, not to exceed $2,180,827 or the Maximum Reimbursement Amount. The Maximum Reimbursement Amount is calculated based on 33% of the difference between $2,110,130 (the 2010 assessed value of the Northern Hotel located in Billings Original Townsite 613, Block 109, Lots 8-12) and the assessed value of the same property including improvements thereon in the first full tax year following completion of the Northern Hotel Project.

1.05. The Council approved and the City has entered the following agreements (collectively, the "Real Estate Documents") with respect to the Projects:

(a) Real Estate Purchase Agreement dated as of May 4, 2011 with Alley Cat Investments, LLC ("Alley Cat") pursuant to which the City agreed to purchase seven of the lots necessary for the construction of the Empire Parking Garage at a purchase price of $1,635,000 (the "Alley Cat Purchase Agreement").

(b) Sale and Purchase Agreement dated as of May 31, 2011 with Zootist Garage, LLC pursuant to which the City agreed to purchase the five other lots necessary for the construction of the Empire Parking Garage at a purchase price of $810,000 (the "Zootist Purchase Agreement"). The current Northern Hotel parking garage is located on such property.

(c) Development Agreement dated as of May 31, 2011 with Zootist Hotel, LLC (the "Development Agreement") pursuant to which the City agreed to reimburse Zootist Hotel, LLC from tax increment revenues of the District for the costs of the Qualified Improvements.

(d) Lease Agreement dated as of May 4, 2011 with Alley Cat (the "Alley Cat Lease") to lease back to Alley Cat for $1.00 a portion of the property acquired from it for continued use as a parking lot until the City is ready to commence construction of the Empire Parking Garage.

(e) Lease Agreement dated as of May 31, 2011 with Zootist Hospitality, LLC (the "Zootist Lease"), pursuant to which the City leases back to Zootist Hospitality, LLC for $1.00 the current Northern Hotel parking garage until the City is ready to commence construction of the Empire Parking Garage.

(f) Empire Garage Option Agreement, dated May 4, 2011 (the "Alley Cat Option Agreement") pursuant to which the City has granted Alley Cat an irrevocable option and right of first refusal to purchase first floor retail space in the Empire Parking Garage for fair market value and a right to purchase a minimum of 25 first floor ground level parking spaces in the Empire Parking Garage as replacement parking for a purchase price of $4,331.55 per space. Pursuant to the Alley Cat Option Agreement, the City also

granted Alley Cat a right to repurchase the property sold to the City pursuant to Alley Cat Purchase Agreement if the City terminates its plan to build the Empire Parking Garage.

(g) Empire Garage Option Agreement, dated May 31, 2011 (the "Zootist Option Agreement"), with Zootist Garage, LLC and Zootist Hospitality, LLC (collectively, "Zootist") pursuant to which the City granted Zootist an irrevocable option and right of first refusal to purchase first floor retail space in the Empire Parking Garage for fair market value and the right to purchase 187 contiguous parking spaces in the Empire Parking Garage chosen by Zootist as replacement parking for a purchase price of $4,331.55 per space, which equals the purchase price for the property sold to the City pursuant to the Zootist Purchase Agreement. Pursuant to the Zootist Option Agreement, the City also agreed to provide Zootist with alternative parking for up to 100 construction workers renovating and rehabilitating the Northern Hotel, granted Zootist a right to approve the design plans for the Empire Parking Garage and granted Zootist a right to repurchase the property sold to the City pursuant to the Zootist Purchase Agreement if the City terminates its plan to build the Empire Parking Garage. If at the time of terminating its plan to build the Empire Parking Garage the City has demolished any part of the current Northern Hotel parking garage, the City will be obligated to compensate Zootist for any amounts necessary to complete the demolition and rebuild 187 parking spaces.

1.06. Pursuant to Resolution No. 11-19060, a public hearing was duly noticed and held on June 27, 2011, at which all persons wishing to speak were given the opportunity to address the Council with respect to approval of the Projects as urban renewal projects, to finance the costs thereof with tax increment revenues and to provide for the sale of parking spaces and retail space in the Empire Parking Garage to the Sellers.

Section 2. Findings. The Council hereby finds, with respect to each of the Projects described in Section 1.04, as follows:

(a) a workable and feasible plan exists for making available adequate housing for any persons who may be displaced by the Projects;

(b) the Plan and the Projects conform to the comprehensive plan or parts thereof for the City as a whole;

(c) the Plan and the Projects will afford maximum opportunity, consistent with the needs of the City as a whole, for the rehabilitation or redevelopment of the District by private enterprise;

(d) based on the findings and recommendations of Springsted, Inc., the City's financial advisor, using estimated annual tax increment receipts of $1,900,000 per year from the District, the City can issue and pay annual debt service on approximately $15,000,000 of Bonds. The proceeds of the Bonds and the other funds identified in Section 1.04 hereof will be adequate to cover the costs of the Empire Parking Garage. Thus, there is a workable plan of financing for the Empire Parking Garage based on construction estimates as of the date of this Ordinance;

(e) based on tax increment receipts of $1,900,000 a year, the City estimates there will be adequate tax increment revenue remaining each year after the payment of the estimated

annual debt service on the Bonds to reimburse Zootist Hospitality, LLC for the Qualified Improvements in accordance with the provisions of the Development Agreement. Thus there is a workable plan of financing for the Northern Hotel Project, based on construction estimates as of the date of this Ordinance; and

(f) each of the Projects constitutes an urban renewal project within the meaning of the Act and the Plan.

Section 3. Approval of Projects and Financing.

3.01. The Projects are hereby approved as urban renewal projects.

3.02. The Council approves the use of tax increment revenues to finance a portion of the Empire Parking Garage and sets forth its intention to issue Bonds in the estimated principal amount of $15,000,000.

3.03. The Council approves the use of tax increment revenues to reimburse the costs of the Qualified Improvements in connection with the Northern Hotel pursuant to the Development Agreement.

Section 4. Procedure for Disposition of Tax Increment Financed Property. The disposition of parking spaces and retail spaces as set forth in the certain real estate documents as set forth in Section 1.05 hereof is reasonable and fair within the meaning of Montana Code Annotated, Section 7-15-4263.

Section 5. Effective Date. This Ordinance shall take effect from and after 30 days of its passage by the City Council and approval by the Mayor.

[Balance of page intentionally left blank]

PASSED AND APPROVED by the City Council of the City of Billings, Montana, on the second reading this 22nd day of August, 2011.

_____
Mayor

Attest: _____
City Clerk

[Signature page to Ordinance Approving
the Empire Parking Garage and Northern Hotel Project as Urban Renewal Projects]

Consent 1. L.

Regular City Council Meeting

Meeting Date: 08/22/2011

TITLE: Financing for Special Improvement District 1392

PRESENTED BY: Patrick M Weber

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

On April 25th, the Council approved the creation of Special Improvement District (SID) 1392. SID 1392 will construct park improvements to Yellowstone Family Park within Yellowstone Country Club. This will be done in two phases and there is not enough time to sell bonds and put on tax rolls. The City wishes to execute a six month Bond Anticipation Note (BAN) with US Bank and do a negotiated bond sale at a later date.
This is similar to what the City did for SIDs 1369 and 1391 setting up a BAN through the State's Intercap Loan Program. However, $1,260,000 exceeds the Intercap Loan maximum for SIDs.

ALTERNATIVES ANALYZED

The Council may:

- Approve the resolution; or
- Not approve resolution.

FINANCIAL IMPACT

The BAN of $1,058,250 will be a variable rate which provides for monthly draws which will reduce the amount of interest charges. The BAN will be paid off when bonds are sold after January 1, 2012. The interest cost incurred will not increase the $1,260,000 bond amount approved in the resolution of intent to create the district.

RECOMMENDATION

Staff recommends that City Council approve the parameters resolution for BAN with US Bank.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution

08/11/2011

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. _____, entitled: "RESOLUTION RELATING TO UP TO $1,260,000 SPECIAL IMPROVEMENT DISTRICT NO. 1392 BONDS AND BOND ANTICIPATION NOTES; AUTHORIZING THE ISSUANCE AND PRIVATE NEGOTIATED SALE THEREOF AND DESCRIBING THE SECURITY THEREFOR" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a regular meeting on August 22, 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 22nd day of August, 2011.

_____
City Clerk

RESOLUTION NO. _____

RESOLUTION RELATING TO UP TO $1,260,000 SPECIAL IMPROVEMENT DISTRICT NO. 1392 BONDS AND BOND ANTICIPATION NOTES; AUTHORIZING THE ISSUANCE AND PRIVATE NEGOTIATED SALE THEREOF AND THE SECURITY THEREFOR

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. Prior Acts. This Council has duly and validly created and established in the City under Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended (the "Act"), a special improvement district, designated as Special Improvement District No. 1392 ("District"), for the purpose of financing costs of making improvements to the Yellowstone Family Park, formerly known as Byron Nelson Park, located in the Yellowstone Country Club, including, but not limited to, landscaping, trees, shrubs, turf grass, native vegetation, trails, sidewalk, irrigation system, playground and equipment, which is of special benefit to the properties within the District (the "Improvements") and paying costs incidental thereto (the "Incidental Costs"), including costs associated with the sale and the security of special improvement district bonds of the City drawn on the District, the creation and administration of the District, and the funding of a deposit to the City's Special Improvement District Revolving Fund (the "Revolving Fund").

1.02. Proposed Bond Issuance. The City proposes to issue special improvement district bonds drawn against the District in the maximum estimated principal amount of $1,260,000 to pay the costs of the Improvements and Incidental Costs (the "Bonds"). The Bonds are to be payable primarily from special assessments to be levied against property in the District, which property will be specially benefited by the Improvements. Assessments will be levied against the property in the District in an amount not less than the principal amount of the Bonds to be issued.

The costs of the Improvements and Incidental Costs anticipated to be paid from the Bonds are currently estimated as follows:

Construction	$953,252.06
Administration Costs	103,991.13
City Finance Fee	31,500.00
Engineering Fee	44,100.00
Revolving Fund Deposit	63,000.00
Underwriter's Discount	25,200.00
Bank Fees	1,000.00
Costs of Issuance	37,800.00
Rounding	156.81
Total	$1,260,000.00

1.03. Bond Anticipation Notes. In anticipation of the issuance of the Bonds, and in order to provide interim financing for the construction of the Improvements, the City proposes to issue up to $1,058,250 in aggregate principal amount of Special Improvement District No. 1392 Bond Anticipation Notes, Series 2011 (the "Notes"), to be repaid at or prior to maturity with proceeds of the Bonds.

1.04. Negotiated Sale. Pursuant to House Bill 538, the City may sell the Bonds and the Notes at a public or a private negotiated sale as the governing body shall determine. The City is further authorized by House Bill 538 to sell the Bonds and the Notes at a price not less than 97% of the principal amount thereof, but including interest thereon to the date of delivery, if this Council determines that such sale is in the best interests of the District and the City.

Section 2. Sale and Terms.

2.01. Principal Amount. Pursuant to the authority described in Section 1, this Council hereby determines that it is in the best interests of the City and the District to issue and sell the Bonds in the maximum principal amount of $1,260,000.

In anticipation of the issuance of the Bonds, and in order to provide interim financing for the construction of the Improvements, this Council hereby determines that it is in the best interests of the City and the District to issue and sell Notes in the maximum principal amount of $1,058,250, to be repaid at or prior to maturity with proceeds of the Bonds.

2.02. Revolving Fund. The Bonds shall be secured by the City's Revolving Fund.

2.03. Selection of Purchaser and Negotiation of Sale. Pursuant to House Bill 538 and Montana Code Annotated, Section 7-12-4204, as amended by House Bill 538, this Council also hereby determines that it is in the best interests of the City to sell the Bonds and Notes at a private negotiated sale at a price not less than 97% of the principal amount thereof. The City Finance Director is authorized to select one or more purchasers (the "Purchasers") for the Bonds and the Notes and to negotiate the sale thereof, subject to section 2.03.

2.04. Pricing and Terms. The Bonds shall be sold to one or more Purchasers on the terms and at a purchase price subject to the following limitations and conditions: (1) the aggregate principal amount of the Bonds shall not exceed $1,260,000; (2) the interest rate on the Bonds shall not exceed 6.50% per annum; (3) the term of the Bonds shall not extend beyond July 1, **[2023]**; (4) the Bonds shall be payable from special assessments to be levied against property in the District; and (5) the Bonds shall be callable from the prepayment of special assessments.

The Notes shall be sold to one or more Purchasers on the terms and at a purchase price subject to the following limitations and conditions: (1) the aggregate principal amount of the Notes shall not exceed $1,058,250; (2) the interest rate on the Notes shall not exceed 6.50% per annum; (3) the term of the Notes shall not extend beyond July 1, **[2013]**; (4) the Notes shall be payable from special assessments to be levied against property in the District; (5) the Notes shall be callable at any time at the option of the City; and (6) the Revolving Fund is not pledged to the repayment of the Notes.

All costs of issuing the Bonds and the Notes (including, without limitation, the fees and expenses of bond counsel, the City's Financial Advisor, the fees of the Paying Agent and Registrar, and the costs of printing the Preliminary Official Statement, the Official Statement and the Bonds and the Notes, if any) shall be paid by the City as part of the financing from proceeds of the Bonds, the Notes or other available sources.

2.05. Purchase Agreement. The City Administrator and City Finance Director in consultation with Springsted Incorporated, the City's Financial Advisor, are hereby authorized and directed to approve the final principal amount of the Bonds and the Notes, dated date, the amount of the serial maturities, interest rates, and redemption provisions thereof, 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 Purchasers one or more purchase agreements (the "Purchase Agreements"), containing the agreement of the City to sell, and the agreement of the Purchaser to purchase, the Bonds or the Notes, as the case may be, 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 Purchase Agreements. The execution and delivery by appropriate officers of the City of the Purchase Agreements shall be conclusive as to the approval of such officers of the terms of the Bonds and the Notes, as applicable, and the agreement of the City to sell the Bonds and the Notes, respectively, on such terms in accordance with the provisions thereof.

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

Section 3. Official Statement. The City Finance Director, in consultation with 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 and the Notes, if necessary for the sale thereof. The Official Statement shall contain such information as shall be advisable and necessary to describe accurately the City and the security for, and the terms and conditions of, the Bonds or the Notes, as applicable. The City Administrator and City Finance Director are authorized on behalf of the Council to deem the Preliminary Official Statement near "final" as of its date, in accordance with Rule 15c2-12(b)(1) under the Securities Exchange Act of 1934.PASSED AND APPROVED by the City Council of the City of Billings, Montana, this 22nd day of August, 2011.

_____
Mayor

Attest: _____
City Clerk

Consent 1. M.

Regular City Council Meeting

Meeting Date: 08/22/2011

TITLE: Resolution Amending Resolution #11-19044 Vacating Shaw Circle in Twin Oaks Subdivision

PRESENTED BY: David Mumford

Department: Public Works

PROBLEM/ISSUE STATEMENT

Council approved the vacation of portions of Shaw Circle within Twin Oaks Subdivision at the March 28th, 2011 City Council Meeting. The legal description of the right of way to be vacated within the resolution was written incorrectly. Therefore, it becomes necessary to approve a corrected resolution amending the legal description of the right of way to be vacated. Twin Oaks Corporation, the property owner of Twin Oaks Subdivision, is replatting portions of the subdivision. With the new plat, portions of the internal streets will be realigned. This requires portions of the street right of way to be vacated and new right of way to be dedicated. None of these streets have been constructed. Twin Oaks Corporation is the original developer, therefore, the right of way to be vacated is done at no cost to the developer. The vacation of the rights of way is necessary for the approval of the Twin Oaks Subdivision 2nd Filing plat, also being considered at this council meeting.

ALTERNATIVES ANALYZED

The Council may:

- Approve the corrected resolution amending the legal description of the vacation of portions of Shaw Circle within Twin Oaks Subdivision; or
- Do not approve the corrected resolution.

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends that Council approve the corrected resolution amending the legal description of vacation of portions of right of way within Twin Oaks Subdivision.

APPROVED BY CITY ADMINISTRATOR

Attachments

Corrected Resolution

RESOLUTION NO. 11-_____

A RESOLUTION OF THE CITY OF BILLINGS, MONTANA, AMENDING AND SUPERCEDING RES. NO. 11-19044 DISCONTINUING AND VACATING **portions of Right of Way within Twin Oaks Subdivision.**

WHEREAS, on March 31, 2011, the Billings City Council approved Resolution No. 11-19044 discontinuing and vacating portions of Right of Way within Twin Oaks Subdivision; and

WHEREAS, the description on Resolution No. 11-19044 was incorrectly described as follows:

Right-of-way vacations within Twin Oaks Subdivision, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 3464652; said vacations being more particularly described as follows, to-wit:

R.O.W. VACATION #1:

Beginning at a point witch is the northwest corner of Lot 29, Block 1 of Twin Oaks Subdivision; thence S37°00'00"W, 3.19 feet; thence along a curve to the right with a radius of 328.00 feet for a length of 52.35 feet (Chord N68°15'18"W, Chord Length 52.29 feet); thence along a curve to the left with a radius of 147.00 feet for a length of 241.69 feet (Chord Bearing S69°12'58""W, Chord Length 215.37 feet); thence S22°06'55"W, 102.45 feet; thence along a curve to the right with a radius of 225.00 feet for a length of 11.35 feet (Chord Bearing S23°33'38"W, Chord Length 11.35 feet); thence along a non-tangent curve to the right with a radius of 275.00 feet for a length of 11.94 feet (Chord Bearing N39°53'03"E, Chord Length 11.94 feet); thence along a curve to the left with a radius of 425.00 feet for a length of 124.61 feet (Chord Bearing N32°43'44"E, Chord Length 124.16 feet); thence along a curve to the right with a radius of 135.00 feet for a length of 177.61 feet (Chord Bearing N62°01'09"E, Chord Length 165.07 feet); thence along a curve to the right with a radius of 147.00 feet for a length of 25.68 feet (Chord Bearing S68°41'18"E, Chord Length 25.65 feet); thence along a curve to the left with a radius of 328.00 feet for a

length of 52.35 feet (Chord Bearing S68°15’18”E, Chord Length 52.29 feet); thence N37°00’00”E, 3.19 feet to the Point of Beginning; said described vacation having an area of 4517.81 square feet and being more described on Exhibit B, attached.

R.O.W. VACATION #2:

Beginning at a point witch is the northwest corner of Lot 29, Block 1 of Twin Oaks Subdivision; thence S37°00’00”W, 3.19 feet; thence along a curve to the right with a radius of 328.00 feet for a length of 52.35 feet (Chord N68°15’18”W, Chord Length 52.29 feet); thence along a curve to the left with a radius of 147.00 feet for a length of 241.69 feet (Chord Bearing S69°12’58”W, Chord Length 215.37 feet); thence S22°06’55”W, 102.45 feet; thence along a curve to the right with a radius of 225.00 feet for a length of 11.35 feet (Chord Bearing S23°33’38”W, Chord Length 11.35 feet); thence along a curve to the left with a radius of 275.00 feet for a length of 30.42 feet (Chord Bearing S35°28’16”W, Chord Length 30.41 feet); thence along a curve to the left with a radius of 89.00 feet for a length of 84.63 feet (Chord Bearing S5°03’39”W, Chord Length 81.48 feet); thence along a curve to the right with a radius of 76.00 feet for a length of 203.34 feet (Chord Bearing S54°24’33”W, Chord Length 147.89 feet); thence N38°35’47”E, 37.07 feet; thence along a non-tangent curve to the left with a radius of 39.00 feet for a length of 105.94 feet (Chord Bearing N55°34’45”E, Chord Length 76.24 feet); thence along a curve to the right with a radius of 126.00 feet for a length of 27.37 feet (Chord Bearing N16°00’59”W, Chord Length 27.32 feet); thence N38°35’47”E, 23.86 feet; thence along a curve to the right with a radius of 10.00 feet for a length of 15.71 feet (Chord Bearing N83°35’47”E, Chord Length 14.14 feet); thence S51°24’13”E, 8.33 feet; thence along a non-tangent curve to the right with a radius of 89.00 feet for a length of 56.43 feet (Chord Bearing N14°08’17”E, Chord Length 55.49 feet); thence along a curve to the right with a radius of 275.00 feet for a length of 30.42 feet (Chord Bearing N35°28’16”E, Chord Length 30.41 feet); thence along a curve to the left with a radius of 225.00 feet for a length of 11.35 feet (Chord Bearing N23°33’38”E, Chord Length 11.35 feet); thence N22°06’55”E, 102.45 feet; thence along a curve to the right with a radius of 147.00 feet for a length of 241.69 feet (Chord Bearing N69°12’58”E, Chord Length 215.37 feet); thence along a curve to the left with a radius of 328.00 feet for a length of 52.35 feet (Chord Bearing S68°15’18”E, Chord Bearing 52.29 feet); thence N37°00’00”E, 3.19 feet to the Point of Beginning; said described vacation having an area of 7036.82 square feet and being more described on Exhibit B, attached.

R.O.W. VACATION #3:

Beginning at a point witch is the southwest corner of Lot 1, Block 1 of Twin Oaks Subdivision; thence S9°10’52”W, 3.08 feet; thence along a curve to the right with a radius of 272.00 feet for a length of 18.24 feet (Chord Bearing N65°36’14”W, Chord Length 18.23 feet); thence along a curve to the left with a radius of 203.00 feet for a length of 55.04 feet (Chord Bearing S80°58’48”W, Chord Length 55.04 feet); thence S22°06’55”W, 102.45 feet; thence along a curve to the right with a radius of 169.00 feet for a length of 25.70 feet (Chord Bearing S34°14’25”W, Chord Length 25.67 feet); thence S38°35’47”W, 159.31 feet; thence along a non-tangent curve to the right with a radius of 76.00 feet for a length of 92.90 feet (Chord Bearing N34°51’31”E, Chord Length 87.23 feet); thence N38°35’47”E, 61.24 feet; thence

along a curve to the left with a radius of 169.00 feet for a length of 25.70 feet (Chord Bearing N34°14'25"E, Chord Length 25.67 feet); thence N22°06'55"E, 102.45 feet; thence along a curve to the right with a radius of 203.00 feet for a length of 55.04 feet (Chord Bearing N80°58'48"E, Chord Length 55.75 feet); thence along a curve to the left with a radius of 272.00 feet for a length of 18.24 feet (Chord Bearing S65°36'14"E, Chord Length 18.23 feet); thence N9°10'52"E, 3.08 feet to the Point of Beginning; said described vacation having an area of 1092.88square feet and being more described on Exhibit B, attached.

WHEREAS, it is the desire of the City Council and the intent of this resolution to correct the error in the legal description, and

WHEREAS, no other sections or parts of Resolution No. 11-19044 are being amended.

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

1. DISCONTINUANCE AND VACATION. Pursuant of Sections 7-14,4114 and 7-14-4115, M.C.A., **portions of Right of Way within Twin Oaks Subdivision** more particularly described as follows;

Right-of-way vacation within Twin Oaks Subdivision, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 3464652; said vacation being more particularly described as follows:

All of Shaw Circle right-of-way beginning at the southwest corner of Lot 1 and the northwest corner of Lot 29, Block 1; thence in a westerly and southwesterly direction wholly surrounded by Lot 2, Park land and Lot 17 all within Block 1 of said Twin Oaks Subdivision.

2. PUBLIC INTEREST. The discontinuance, vacation and abandonment of the above described **portions of Right of Way within Twin Oaks Subdivision**is in the best interest of the public and can be done without any public detriment.

PASSED by the City Council and APPROVED this 22nd day of August 2011.

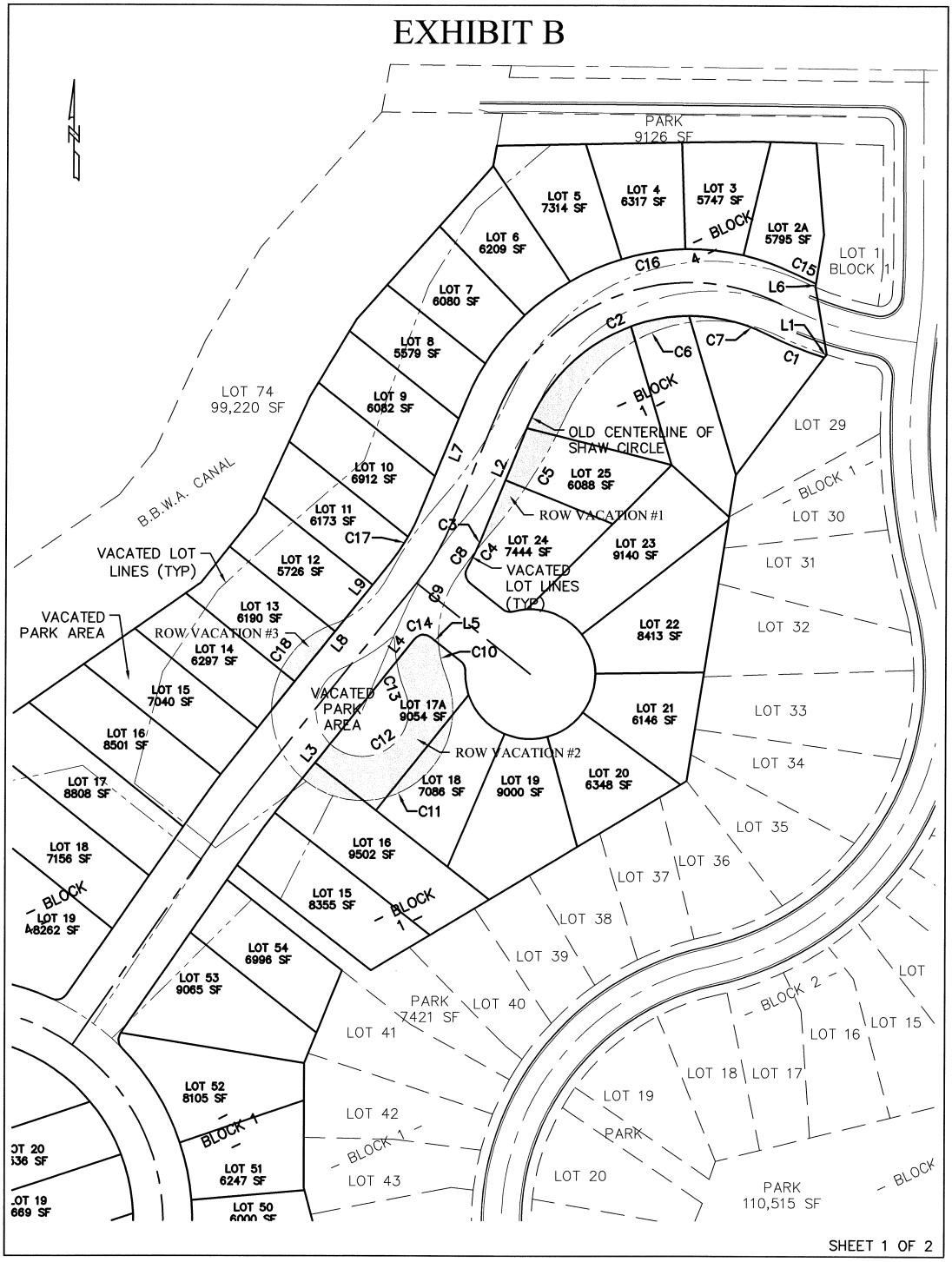
THE CITY OF BILLINGS:

BY:_____
Thomas W. Hanel MAYOR

ATTEST:

BY:_____
Cari Martin CITY CLERK

EXHIBIT B



SHEET 1 OF 2

EXHIBIT B

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	3.19	S37°00'00"W
L2	47.24	S22°06'55"W
L3	37.07	N38°35'47"E
L4	23.86	N38°35'47"E
L5	8.33	S51°24'13"E
L6	3.08	N9°10'52"E
L7	52.14	S22°06'55"W
L8	159.31	S38°35'47"W
L9	61.24	N38°35'47"E

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	52.35	328.00	9.14	N68°15'18"W	52.35
C2	241.69	147.00	94.20	S69°12'58"W	241.69
C3	11.35	225.00	2.89	S23°33'38"W	11.35
C4	11.94	275.00	2.49	N39°53'03"E	11.94
C5	124.61	425.00	16.80	N32°43'44"E	124.61
C6	177.61	135.00	75.38	N62°01'09"E	177.61
C7	25.68	147.00	10.01	N68°41'18"W	25.68
C8	30.42	275.00	6.34	S35°28'16"W	30.42
C9	56.43	89.00	36.33	S14°08'17"W	56.43
C10	28.20	89.00	18.15	S13°06'10"E	28.20
C11	203.34	76.00	153.30	S54°24'33"W	203.34
C12	105.94	39.00	155.64	N55°34'45"E	105.94
C13	27.37	126.00	12.45	N16°00'59"W	27.37
C14	15.71	10.00	90.00	N83°35'47"E	15.71
C15	18.24	272.00	3.84	N65°36'14"W	18.24
C16	55.04	203.00	15.53	S80°58'48"W	55.04
C17	25.70	169.00	8.71	S34°14'25"W	25.70
C18	92.90	76.00	70.04	N34°51'31"E	92.90

SHEET 2 OF 2

Consent 1. N.

Regular City Council Meeting
Meeting Date: 08/22/2011
TITLE: Polka Festival Parking Exemption
PRESENTED BY: Tina Volek
Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

The Big Sky Polka Club of Billings is requesting City Council approval of a resolution allowing recreational vehicle (RV) parking at the Shrine Auditorium parking lot, 1125 Broadwater Ave., for its annual polka festival event to be held Sept. 2-4. About 14-18 RV owners are expected at the event.

MCA 24.411 Parking for Camping Purposes, limits parking in non-campground areas for more than 10 hours, unless the City Council approves a resolution allowing the use. RVs then may arrive up to 48 hours before an event begins and depart up to 48 hours after the event ends.

This resolution has been adopted for the club in past years and the Shrine lot has been used by the club without incident.

A simple majority of Council votes is needed for approval.

ALTERNATIVES ANALYZED

The Council may:

- Adopt the resolution to allow the parking; or
- Modify the resolution; or
- Deny the resolution, requiring the RV owners to park in nearby campgrounds.

FINANCIAL IMPACT

There is no known financial impact on the City from approving the resolution.

RECOMMENDATION

Approve the resolution as presented.

APPROVED BY CITY ADMINISTRATOR

Attachments

Polka Fest Resolution

Attachment A

RESOLUTION 11-___

A RESOLUTION OF THE BILLINGS CITY COUNCIL TEMPORARILY SUSPENDING BMCC 24-411 TO ALLOW CAMPING IN THE SHRINE AUDITORIUM PARKING LOT FOR THE 2011 BIG SKY POLKA FESTIVAL.

WHEREAS, BMCC 24-411. Parking for Camping Purposes. prohibits parking for camping in the City of Billings in anything but authorized tourist parks, but allows a temporary suspension 48 hours before and after special events held within the City if a resolution is obtained from the City Council; and

WHEREAS, the Big Sky Polka Club, Inc., will hold its annual Big Sky Polka Festival from Sept. 2-4, 2011, at the Shrine Auditorium, 1125 Broadwater Avenue; and

WHEREAS, the owners of 14-18 recreational vehicles and campers are expected to attend the event, and the Big Sky Polka Club has asked that they be allowed to park their vehicles at the event site.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA that BMCC 24-411 is hereby temporarily suspended for a period of 48 hours on either side of September 2-4, 2011, at the Shrine Auditorium, 1125 Broadwater, for the Big Sky Polka Festival.

PASSED AND APPROVED by the City Council this 22nd day of August. 2011.

THE CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Cari Martin, CITY CLERK

Consent 1. O.

Regular City Council Meeting
Meeting Date: 08/22/2011
TITLE: Final Plat of Twin Oaks Subdivision, 2nd Filing
PRESENTED BY: Candi Beaudry
Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

The final plat for Twin Oaks Subdivision, 2nd Filing is being presented to Council for approval. On March 14, 2011, City Council conditionally approved the preliminary plat for this 55-lot subdivision. The proposed subdivision re-plats five large lots into 53 lots for single-family residential uses and preserves two large lots for development in the future, likely as a 3rd Filing. The subject property is located on the south side of Wicks Lane, west of Lake Elmo Road. The property is zoned Residential-5,000 (R-50) and Residential-6,000 (R-60). The subdivider is Twin Oaks, Corporation, and the agent is Blueline Engineering. Upon City Council approval, these documents are appropriate as to form for filing with the Clerk and Recorder.

ALTERNATIVES ANALYZED

The City Council may approve or deny the final plat of Twin Oaks Subdivision, 2nd Filing. If the City Council chooses to deny the final plat, it must base the denial on the criteria outlined in MCA 76-3-611 and BMCC Section 23-307.

FINANCIAL IMPACT

Should the City Council approve the final plat, the creation of 53 additional residential lots will result in an increase in property tax revenues as the homes are built.

RECOMMENDATION

Staff recommends that the City Council approve the final plat of Twin Oaks Subdivision, 2nd Filing.

APPROVED BY CITY ADMINISTRATOR

Attachments

Final Plat pg. 1
Final Plat pg. 2

VICINITY MAP
NOT TO SCALE

SUBDIVISION DETAILS:

Gross Area	=	16.076 ACRES
Net Area	=	13.093 ACRES
Road Area	=	2.983 ACRES
Zoning	=	R-5000 & R-6000

● = Set 5/8 Rebar with YPC 11289LS

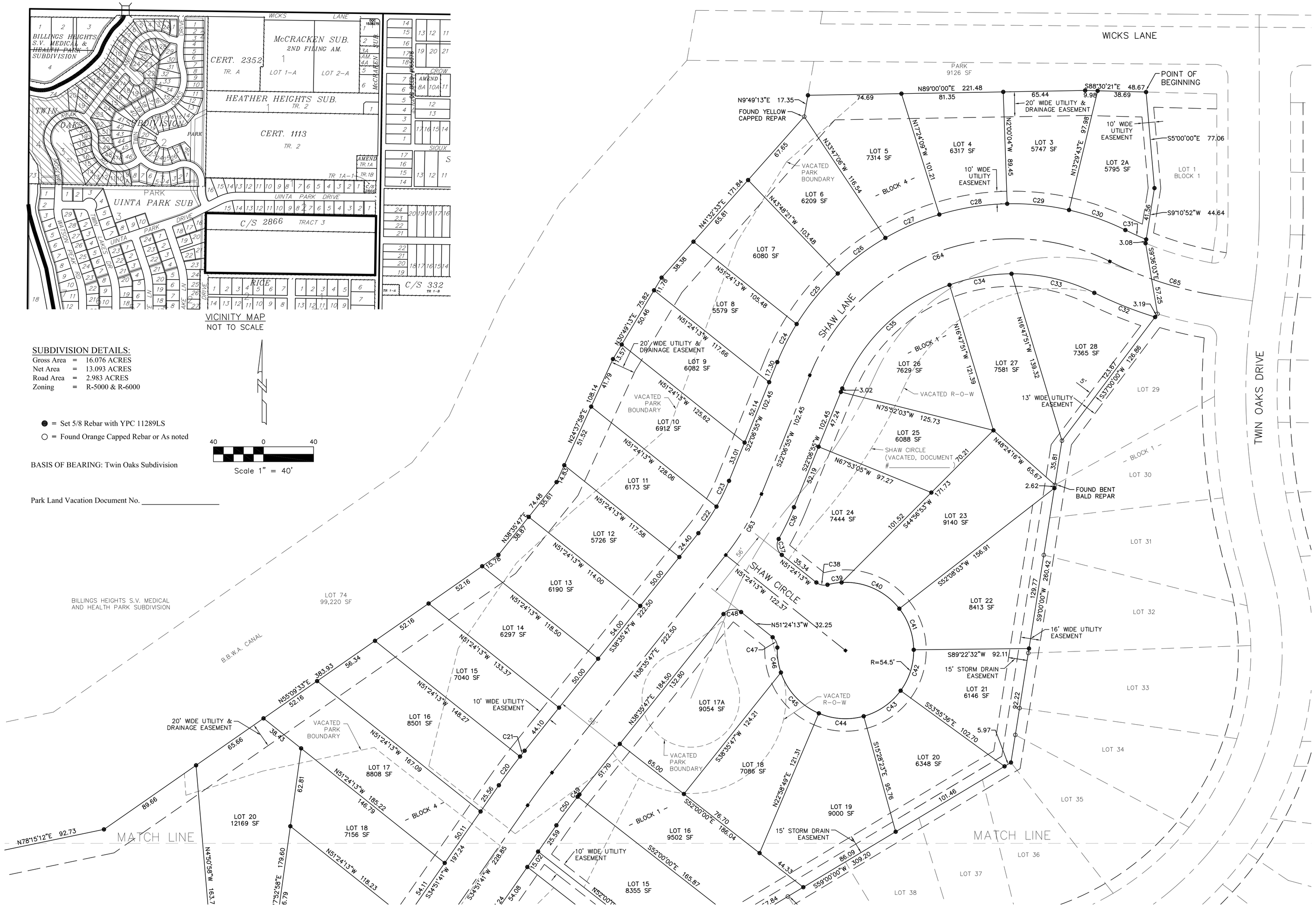
○ = Found Orange Capped Rebar or As noted

BASIS OF BEARING: Twin Oaks Subdivision

Park Land Vacation Document No. _____

40 0 40

Scale 1" = 40'



CERTIFICATE OF APPROVAL BY CITY ENGINEER'S OFFICE

STATE OF MONTANA)
:ss
County of Yellowstone)

I hereby certify that the annexed and forgoing subdivision plat conforms with Section 76-4-125(2)(d), MCA "divisions located within jurisdictional areas that have adopted growth policies pursuant to chapter 1 or within first-class or second-class municipalities for which the governing body certifies, pursuant to 76-4-127, that adequate storm water drainage and adequate municipal facilities will be provided.

IN WITNESS WHEREOF, I have executed this Certificate of Approval, this ___ day of _____, 2011

_____
City Engineer's Office

CERTIFICATE OF CITY COUNCIL APPROVAL

STATE OF MONTANA)
:ss
County of Yellowstone)

We hereby certify that we have examined the annexed and foregoing plat of Twin Oaks Subdivision, 2nd Filing, to the City of Billings and find that said amended plat conforms with the requirements of the laws of the State of Montana and the requirements from the Yellowstone County Planning Board. It is therefore approved and the dedication of the public use of any land shown as dedicated to such use is accepted.

By: _____
Mayor

Attest:_____
City Clerk

PLAT OF

TWIN OAKS SUBDIVISION, 2ND FILING,

Being Lots 2, 17, 47 & 55, Block 1, Lot 9, Block 3 and
Including Portions of Vacated Right of Way Within Twin Oaks Subdivision, Document No. _____,
Situated in the NW1/4 of Section 22, T1N, R26E, PMM.
City of Billings, Yellowstone County, Montana

Prepared for: Twin Oaks Corporation
By: North Star Land Services, P.C. May 2011
Blueline Engineering LLC

LEGAL DESCRIPTION, PROPERTY OWNERS CERTIFICATIONS & DEDICATION AND VACATED PORTIONS OF SHAW CIRCLE, AND PORTIONS OF PARKLAND

We, the undersigned property owners, hereby certify that we have caused to be surveyed a tract of land, Amending Lots 2, 17 & 55, Block 1, and Lot 9, Block 3, as shown on Twin Oaks Subdivision, including portion of vacated Right of Way within Twin Oaks Subdivision, Document No. _____, being located in the NW 1/4 of Section 22, T1N, R26E, PMM, City of Billings, Yellowstone County, Montana,

Beginning at the northwest corner of Lot 1, Block 1, Twin Oaks Subdivision, thence S5°00'00"E, 77.06 feet; thence S9°10'52"W, 44.64 feet; thence S9°36'03"E, 57.25 feet; thence S37°00'00"W, 126.86 feet; thence S9°00'00"W, 260.42 feet; thence S59°00'00"W, 309.20 feet; thence N52°00'00"W, 143.04 feet; thence S34°51'41"W, 15.02 feet; thence S52°00'00"E, 123.30 feet; thence S22°00'00"W, 83.70 feet; thence South 104.08 feet; thence S15°00'00"E, 91.52 feet; thence S40°00'00"E, 41.70 feet; thence S78°00'00"E, 22.19 feet; thence S11°00'00"E, 95.54 feet; thence S52°52'47"E, 61.05 feet; thence S12°37'04"E, 98.57 feet; thence S0°27'09"W, 28.06 feet; thence N89°32'51"W, 699.06 feet; thence N0°51'02"W, 84.68 feet; thence N10°14'43"W, 58.09 feet; thence N32°40'52"W, 108.01 feet; thence N0°22'04"W, 431.69 feet; thence S79°37'18"E, 118.42 feet; thence N78°15'12"E, 92.73 feet; thence N55°09'33"E, 383.93 feet; thence N38°35'47"E, 74.48 feet; thence N24°37'58"E, 108.14 feet; thence N30°49'13"E, 75.82 feet; thence N41°32'33"E, 171.84 feet; thence N9°49'13"E, 17.35 feet; thence N89°00'00"E, 221.48 feet; thence S88°30'21"E, 48.67 feet to the point of beginning and containing a gross area of 16.076 acres and a net area of 13.093 acres along with and subject to all existing easements and/or right-of-way of record, apparent on the ground or reserved on this survey.

The above described tract of land is to be known as "Twin Oaks Subdivision, 2nd Filing". The undersigned hereby grants into each and every person, firm, corporation, whether public or private, providing or offering to provide telephone, telegraph, electric power, gas, television, water or sewer service to the public, the right to joint use of any easement for the construction, maintenance, repair and removal o their lines and other facilities, in, over, under and across designated on this plat as "Utility Easement" to have and to hold forever. The lands included in all streets, avenues, and parks as shown on the annexed plat are hereby granted and donated to the use of the public forever. The vacated portions of Shaw Right-of-Way and the Park areas within Twin Oaks Subdivision, 2nd Filing were approved by the Billings City Council.

_____ _____
Officer of Twin Oaks Corporation Date

STATE OF MONTANA)
:ss
County of _____)

On this _____ day of _____, 2011 before me a Notary Public for the State of Montana, personally appeared _____, as Officer of Twin Oaks Corporation whose name is subscribed to the within instrument and acknowledges to me that he executed the same.

_____
Print
_____
Sign

Notary Public in and for the State of Montana
Residing at _____
My commission expires_____

CERTIFICATION OF COUNTY TREASURERS

I hereby certify, pursuant to section 76-3-611(1)(b), M.C.A., that all real property taxes and special assessments assessed and levied on the land described below and encompassed by this survey have bee paid.

_____ _____
Yellowstone County Treasurer Date

CITY ATTORNEY'S STATEMENT

This document has been reviewed by the City Attorney's office and is acceptable as to form.
Dated this _____ day of _____, 2011

Reviewed by:_____
City Attorney

CERTIFICATE OF APPROVAL BY CITY ENGINEER'S OFFICE
FOR ERRORS AND OMISSIONS

STATE OF MONTANA)
:ss
County of Yellowstone)

I hereby certify that I have examined the here to annexed plat of Twin Oaks Subdivision, 2nd Filing, to the City of Billings and find that said plat conforms with the requirements of the laws of the State of Montana and said plat conforms to the adjoining additions and plats of the City of Billings already platted as nearly as circumstances will permit, and I have reviewed said plat for errors and/or omissions in calculation and drafting.

IN WITNESS WHEREOF, I have executed the Certificate of Approval by the City Engineer's Office this _____ day of _____, 2011

_____
Examining Land Surveyor for the City of Billings

PLAT OF

TWIN OAKS SUBDIVISION, 2ND FILING,

Being Lots 2, 17, 47 & 55, Block 1, Lot 9, Block 3 and
Including Portions of Vacated Right of Way Within Twin Oaks Subdivision, Document No. _____,
Situated in the NW1/4 of Section 22, T1N, R26E, PMM.
City of Billings, Yellowstone County, Montana

Prepared for: Twin Oaks Corporation
By: North Star Land Services, P.C. May 2011
Blueline Engineering LLC

NOTICE OF PLANNING BOARD APPROVAL

STATE OF MONTANA)
:ss
County of Yellowstone)

This amended plat has been approved by the Yellowstone County Board of Planning and conforms to the requirements of that board.
Dated this ____ day of _____ , 2011

_____
President

_____
Executive Secretary

CERTIFICATE OF SURVEYOR

STATE OF MONTANA)
:ss
County of Yellowstone)

Thomas G. Kelly, a Registered Land Surveyor in the State of Montana, do hereby certify that I have performed the survey shown on this Plat/Certificate of Survey and that such survey was made in May 2011; that said survey is true and complete as shown and the monuments found and set are of the character and occupy the positions shown theron.

Dated this _____ day of _____, 2011

_____
Thomas G. Kelly
Registration Number 11289 LS
33 Centennial Road
Columbus, MT 59019

STATE OF MONTANA)
:ss
County of Yellowstone)

On this _____ day of _____, 2011, before me a Notary Public for the State of Montana, personally appeared Thomas G. Kelly, whose name is subscribed to the within instrument and acknowledges to me that he executed the same.

_____
Print

_____
Sign

Notary Public in and for the State of Montana
Residing at _____
My commission expires_____

SUBDIVISION DETAILS:

Gross Area = 16.076 ACRES
Net Area = 13.093 ACRES
Road Area = 2.983 ACRES
Zoning = R-5000 & R-6000

● = Set 5/8 Rebar with YPC 11289LS
○ = Found Orange Capped Rebar or As noted

BASIS OF BEARING: Twin Oaks Subdivision

Park Land Vacation Document No. _____

N
40 0 40
Scale 1" = 40'

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	49.08	205.00	13°43'05"	N73°45'26"E	48.96
C2	46.85	205.00	13°05'34"	N87°09'46"E	46.74
C3	40.50	205.00	11°19'11"	S80°37'52"E	40.44
C4	38.21	205.00	10°40'42"	S69°37'55"E	38.15
C5	46.44	205.00	12°58'50"	S57°48'09"E	46.34
C6	40.92	205.00	11°26'17"	S45°35'35"E	40.86
C7	33.58	205.00	9°23'10"	S35°10'52"E	33.54
C8	50.34	205.00	14°04'06"	S23°27'14"E	50.21
C9	50.74	205.00	14°10'51"	S9°19'46"E	50.61
C10	29.96	205.00	8°22'23"	S1°56'51"W	29.93
C11	23.34	155.00	8°37'38"	S1°49'14"W	23.32
C12	50.54	155.00	18°40'51"	S11°50'00"E	50.31
C13	51.44	155.00	19°00'55"	S30°40'53"E	51.21
C14	459.30	155.00	169°46'48"	S54°55'16"W	308.77

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C15	282.23	531.55	30°25'19"	N14°45'29"W	3198.94
C16	255.69	481.55	30°25'19"	N14°45'29"W	252.69
C17	45.56	205.00	12°43'57"	N88°29'00"W	45.46
C18	60.10	205.00	16°47'54"	N73°43'05"W	59.89
C19	13.93	10.00	79°49'11"	N74°46'17"E	12.83
C20	28.52	528.00	3°05'40"	S36°24'31"W	28.51
C21	5.90	528.00	0°38'25"	S38°16'34"W	5.90
C22	25.70	169.00	8°42'44"	S34°14'25"W	25.67
C23	22.92	169.00	7°46'08"	N25°59'59"E	22.90
C24	34.15	203.00	9°38'24"	S26°56'07"W	34.11
C25	52.19	203.00	14°43'48"	S39°07'13"W	52.05
C26	47.61	203.00	13°26'20"	S53°12'18"W	47.51
C27	47.08	203.00	13°17'18"	S66°34'07"W	46.98
C28	55.04	203.00	15°32'04"	S80°58'48"W	54.87

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C29	49.79	203.00	14°03'14"	N84°13'33"W	49.67
C30	47.89	203.00	13°30'56"	N70°26'27"W	47.78
C31	18.24	272.00	3°50'31"	S65°36'14"E	2966.72
C32	52.35	328.00	9°08'38"	S68°15'18"E	3187.19
C33	68.47	147.00	26°41'09"	N77°01'34"W	67.85
C34	50.58	147.00	19°42'52"	S79°46'26"W	50.33
C35	122.64	147.00	47°48'05"	S46°00'57"W	119.11
C36	28.18	225.00	7°10'31"	N25°42'11"E	28.16
C37	14.08	10.00	80°41'39"	S11°03'23"E	12.95
C38	9.41	10.00	53°54'13"	S78°21'19"E	9.06
C39	11.44	54.50	12°01'36"	S80°42'22"W	11.42
C40	52.71	54.50	55°24'52"	N65°34'24"W	50.68
C41	35.42	54.50	37°14'29"	N19°14'43"W	34.80
C42	34.91	54.50	36°41'52"	N17°43'28"E	34.31

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C43	36.58	54.50	38°27'13"	N55°18'00"E	35.89
C44	36.58	54.50	38°27'13"	S86°14'47"E	35.89
C45	45.87	54.50	48°13'22"	S42°54'30"E	44.53
C46	20.26	54.50	21°17'48"	S8°08'55"E	20.14
C47	9.41	10.00	53°54'13"	N24°27'07"W	9.06
C48	15.71	10.00	90°00'00"	S83°35'47"W	14.14
C49	2.30	472.00	0°16'46"	S38°27'24"W	2.31
C50	28.47	472.00	3°27'19"	S36°35'21"W	28.46
C51	13.93	10.00	79°49'11"	S5°02'54"E	12.83
C52	93.89	205.00	26°14'31"	N31°50'15"W	93.07
C53	47.46	205.00	13°15'51"	N12°05'04"W	47.35
C54	41.46	205.00	11°35'11"	N0°20'27"E	41.38
C55	10.19	155.00	3°46'07"	S4°15'00"W	10.19
C56	91.39	155.00	33°46'59"	S14°31'33"E	90.07

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C57	98.26	155.00	36°19'15"	S49°34'41"E	96.62
C58	92.20	155.00	34°04'58"	S84°46'47"E	90.85
C59	426.65	180.00	135°48'30"	S61°46'12"E	333.56
C60	192.49	180.00	61°16'22"	N24°30'08"W	183.45
C61	486.41	180.00	154°49'49"	S47°26'47"W	351.35
C62	268.95	506.55	30°25'17"	N14°45'29"W	265.81
C63	56.67	197.00	16°28'52"	N30°21'21"E	56.47
C64	287.72	175.00	94°12'06"	S69°12'58"W	256.39
C65	93.63	300.00	17°52'53"	S72°37'26"E	93.25

Consent 1. P.

Regular City Council Meeting
Meeting Date: 08/22/2011
TITLE: Josephine Crossing Subdivision, 2nd Filing -- Preliminary Major Plat
PRESENTED BY: Candi Beaudry
Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

On June 1, 2011, owner, McCall Development, Inc., applied for preliminary major plat approval for Josephine Crossing Subdivision, 2nd Filing. The proposed subdivision creates 34 new lots for residential and neighborhood commercial development, a large private park lot, and one large remainder lot for future development. The subject property is generally located south of Elysian Road, and east of Mullowney Lane, adjacent to the existing Josephine Crossing Subdivision. The property is zoned Planned Development (PD) and the proposed lots would be developed in substantial compliance with the previously approved Planned Development Master Plan.
The Yellowstone County Board of Planning conducted a public hearing on July 26, 2011. The representing agent is Sanderson Stewart.

ALTERNATIVES ANALYZED

In accordance with state law, the City Council has 60 working days to act upon this major preliminary plat; the 60 working day review period for the proposed plat ends on August 24, 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 60 day review period, the City Council is required to:

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

FINANCIAL IMPACT

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

BACKGROUND

General location: South of Elysian Road, and east of Mullowney Lane in Josephine Crossing Subdivision

Legal Description: Lot 19, Block 5, Josephine Crossing Subdivision

Owner/Subdivider: McCall Development, Inc.

Engineer and Surveyor: Sanderson Stewart

Existing Zoning: PD

Existing land use: Vacant

Proposed land use: Single-family residential, condominium development for attached single-family and attached live/work units, and parkland

Gross and Net area: 30.73 acres; 26.03 acres

Proposed number of lots: 36

Lot size: Max: 16.78 acres
Min.: 3,360 square feet

Parkland requirements: In accordance with 76-3-621(6)(a), MCA the overall Planned Development Master Plan provides for land permanently set aside for park and recreational uses sufficient to meet the needs of the persons who ultimately reside in the development and meets or exceeds the 11% net land area dedication requirement. Specific to this filing, 0.96 acres of private parkland are proposed to be provided AND developed.

Variance requested: No variances have been requested.

STAKEHOLDERS

A public hearing was conducted by the Yellowstone County Board of Planning on July 26, 2011. One question was offered by a member of the board of the adjacent Holy Cross Cemetery. In regard to the mixed use zoning and potential buildings, he asked what the maximum allowable height would be. The developer responded by indicating that the allowable uses and building form were controlled in the existing Planned Development Agreement and Master Plan. This area south of the proposed parkland and east of Front Street would allow up to a four story structure. The developer pointed out that this plan was reviewed and supported by the existing neighbors within the first filing during a public charette (design idea meeting) the developer held prior to submitting the preliminary plat for review. There was no other public comment during the public hearing.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

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

RECOMMENDATION

The Planning Board recommends conditional approval of the preliminary plat of Josephine Crossing Subdivision, 2nd Filing to the City Council, and adoption of the Findings of Fact as presented in the staff report.

<u>Recommended Conditions of Approval</u>
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 local services, an updated Traffic Impact Study (TIS) shall be submitted to City Engineering for review and approval prior to final plat approval. Any recommendations from the update shall be implemented for this filing.

2. To mitigate impacts on local services, the following note shall be added to Section IV of the Subdivision Improvements Agreement (SIA): “Construction of buildings made of combustible materials shall have adequate fire apparatus access roads and water supply (fire hydrants) in place to allow for fire suppression requirements. Prior to the issuance of a building permit for construction using combustible materials (i.e. lumber, plywood, wood trusses, etc.), fire apparatus access roads and water supply requirements shall be provided in accordance with the International Fire Code as adopted by the City of Billings.

At a minimum, the following is required:
• An unobstructed gravel road or gravel road base must be within 150 feet of the furthest portion of a building under construction as measured along the approved route.
• The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of twenty (20) feet wide.
• An operational fire hydrant shall be located within 600 feet of the furthest portion of a residence under construction or within 400 feet of the furthest portion of a commercial building under construction as measured along the access roads to the site.
• The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.”

3. To mitigate impacts on public health and safety, and the natural environment, the following note shall be added to the ‘Conditions that Run with the Land’ Section of the SIA: “Lot owners should be aware that the Yellowstone River Channel Migration Study sponsored by the Yellowstone River Conservation District Council and the U.S. Army Corps of Engineers has identified areas which may be susceptible to erosion by the Yellowstone River. Owners are encouraged to review the extent to which bank erosion may pose a threat to structures built in this subdivision.”

4. To ensure compliance with zoning in effect for the subject property, the subdivider shall submit any proposed minor changes in the previously approved Planned Development Agreement or Master Plan to the Zoning Coordinator for administrative review and approval.

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

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

APPROVED BY CITY ADMINISTRATOR

Attachments

Preliminary Plat pg. 1
Preliminary Plat pg. 2
Findings of Fact
Mayor's Approval Letter

PRELIMINARY PLAT OF

JOSEPHINE CROSSING SUBDIVISION, SECOND FILING

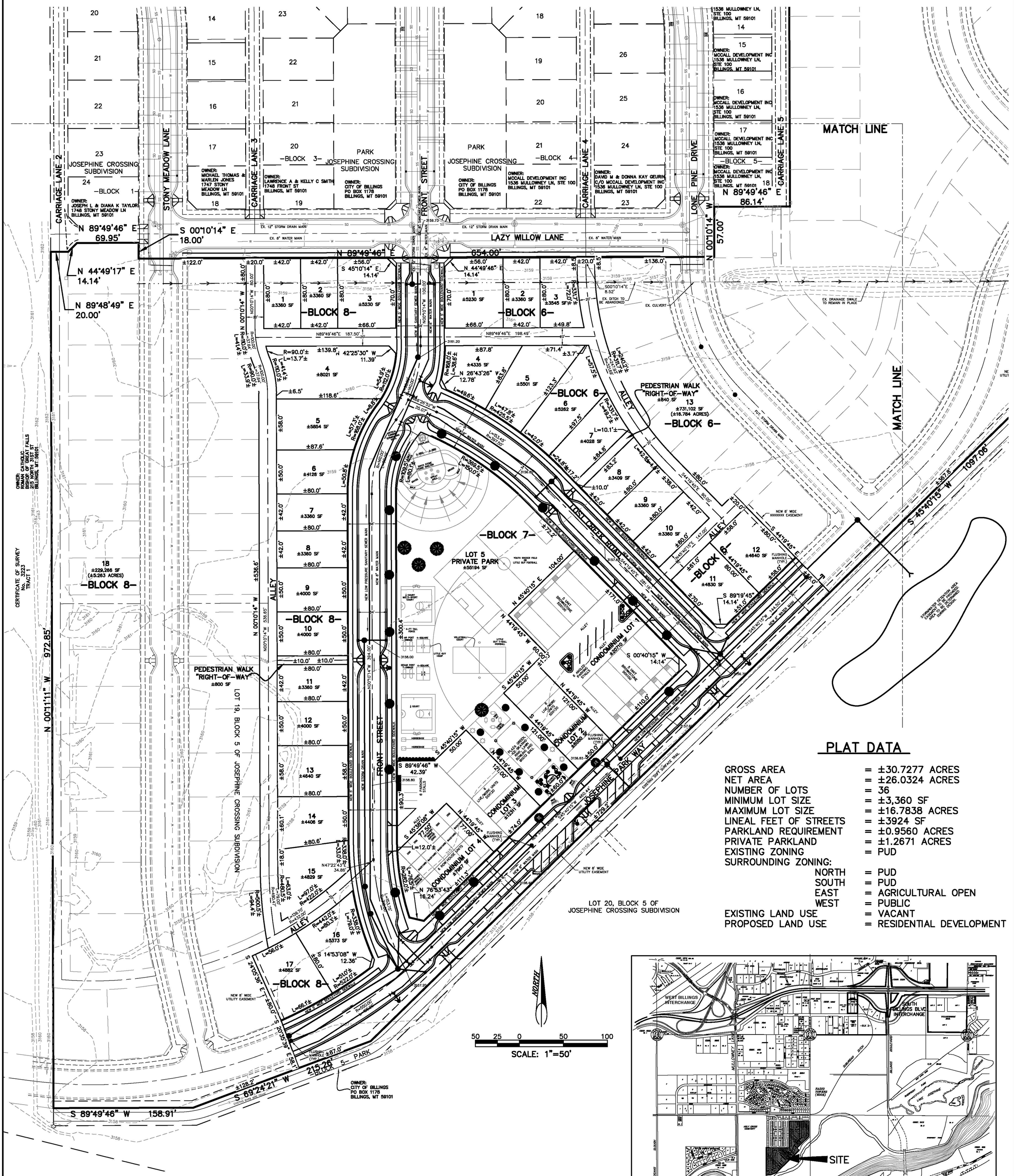
BEING LOT 19, BLOCK 5, JOSEPHINE CROSSING SUBDIVISION
SITUATED IN THE NW 1/4 OF SECTION 20, T.1S., R.26E., P.M.M.
CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : MCCALL DEVELOPMENT INC.

JUNE, 2011

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA

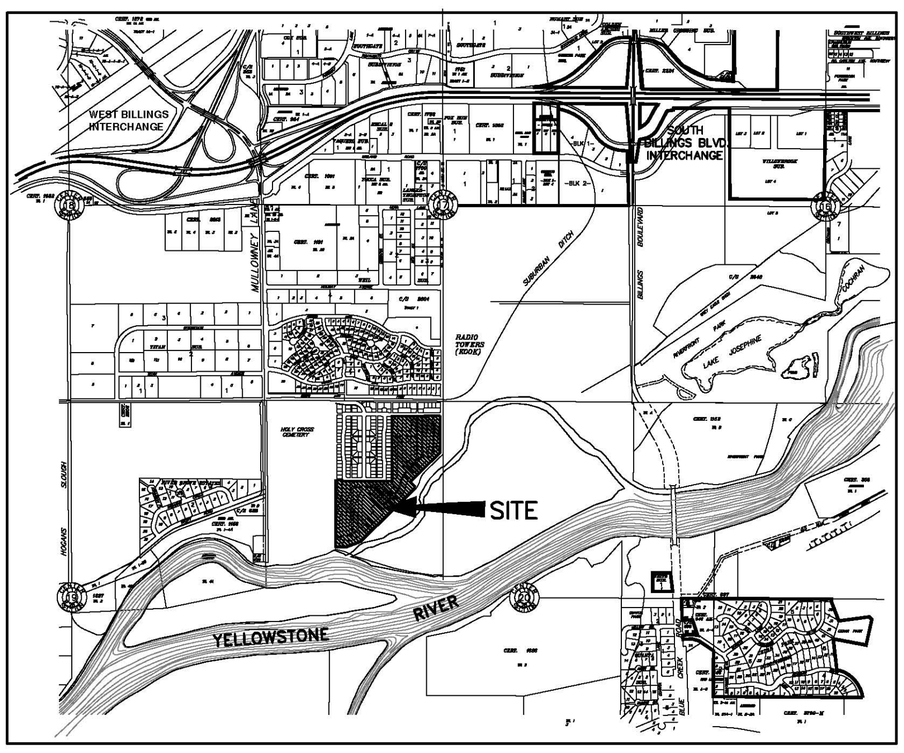


PLAT DATA

GROSS AREA	= ±30.7277 ACRES
NET AREA	= ±26.0324 ACRES
NUMBER OF LOTS	= 36
MINIMUM LOT SIZE	= ±3,360 SF
MAXIMUM LOT SIZE	= ±16.7838 ACRES
LINEAL FEET OF STREETS	= ±3924 SF
PARKLAND REQUIREMENT	= ±0.9560 ACRES
PRIVATE PARKLAND	= ±1.2671 ACRES
EXISTING ZONING	= PUD
SURROUNDING ZONING:	
NORTH	= PUD
SOUTH	= PUD
EAST	= AGRICULTURAL OPEN
WEST	= PUBLIC
EXISTING LAND USE	= VACANT
PROPOSED LAND USE	= RESIDENTIAL DEVELOPMENT

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.



VICINITY MAP

NOT TO SCALE

SHEET 1 OF 2

Josephine2nd-pp.dwg 05020_128 RESUBMITTAL 6/23/11 CMK

PRELIMINARY PLAT OF

JOSEPHINE CROSSING SUBDIVISION, SECOND FILING

BEING LOT 19, BLOCK 5, JOSEPHINE CROSSING SUBDIVISION
SITUATED IN THE NW 1/4 OF SECTION 20, T.1S., R.26E., P.M.M.
CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : MCCALL DEVELOPMENT INC.

JUNE, 2011

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA

NORTH

100 25 0 50 100

SCALE: 1"=50'

GOLDEN HOLLOW ROAD

SOUTH 12TH STREET WEST

CARRIAGE LANE 6

CARRIAGE LANE 4

CARRIAGE LANE 5

LONE PINE DRIVE

N 89°49'46" E 708.41'

N 00°11'59" W 907.35'

S 00°09'50" E 544.92'

N 89°49'46" E 86.14'

N 00°10'14" W 57.00'

S 45°40'15" W 617.33'

S 45°40'15" W 1097.06'

S00°10'14"E 8.52'

S44°19'45"E 90.00'

Δ=9°43'46"
R=290.00'
L=49.25'
CHORD
N40°48'22"E
49.19'

MATCH LINE

MATCH LINE

-BLOCK 2-

-BLOCK 5-

-BLOCK 6-

JOSEPHINE CROSSING SUBDIVISION

13
±731,102 SF
(±16.784 ACRES)
-BLOCK 6-

PEDESTRIAN WALK
"RIGHT-OF-WAY"
±840 SF

ALLEY

LOT 20, BLOCK 5 OF
JOSEPHINE CROSSING SUBDIVISION

LOT 4, BLOCK 1 OF RIVERFRONT PARK SUBDIVISION

CERTIFICATE of SURVEY No. 2649 TRACT 2

OWNER:
CITY OF BILLINGS
PO BOX 1178
BILLINGS, MT 59101

PARK

OWNER:
CITY OF BILLINGS
PO BOX 1178
BILLINGS, MT 59101

OWNER:
MCCALL DEVELOPMENT INC
1536 MULLOWNEY LN, STE 100
BILLINGS, MT 59101

OWNER:
DAVID M & DONNA KAY GEURIN
C/O MCCALL DEVELOPMENT INC
1536 MULLOWNEY LN, STE 100
BILLINGS, MT 59101

OWNER:
JOHN S & SONJA CLAYTON
1633 LONE PINE DRIVE
BILLINGS, MT 59101

OWNER:
DWIGHT & JAMIE HARLEY
1605 LONE PINE DRIVE
BILLINGS, MT 59101

OWNER:
CHAD & KELSEA SCHREINER
1609 LONE PINE DRIVE
BILLINGS, MT 59101

OWNER:
TODD J VERHASSELT & JILL MADSEN
1613 LONE PINE DRIVE
BILLINGS, MT 59101

OWNER:
POLLY L SEARL
1617 LONE PINE DRIVE
BILLINGS, MT 59101

OWNER:
LOREN J MOSTAD
C/O MCCALL DEVELOPMENT INC
1536 MULLOWNEY LN, STE 100
BILLINGS, MT 59101

OWNER:
MARION GRUMMETT
1629 LONE PINE DRIVE
BILLINGS, MT 59101

NEW 20' WIDE UTILITY EASEMENT

NEW 8' WIDE UTILITY EASEMENT

NEW 8' WIDE XXXXXXX EASEMENT

EX. 8" WATER MAIN

EX. DITCH TO BE ABANDONED

EX. CULVERT

EX. DRAINAGE SWALE TO REMAIN IN PLACE

PLT STORM DRAIN MAIN

SHEET 2 OF 2

Josephine2nd-pp.dwg

05020_128

RESUBMITTAL
6/23/11 CMK

Findings of Fact – Josephine Crossing Subdivision, 2nd Filing

The Planning staff on behalf of the Planning Board has prepared the Findings of Fact for the preliminary plat of Josephine Crossing Subdivision, 2nd Filing and has provided them for review and adoption by the City Council, as follows:

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 BMCC 23-304 (c) (1)]

1. Effect on agriculture and agricultural water user facilities

The subject property is vacant former cropland located in the City limits that has been slated for urban development since it was originally master planned in 2006. There are no irrigation facilities in this area. As such, this development should not have a negative effect on the agricultural industry.

2. Effect on local services

a. **Utilities** – Water service will be provided by the City of Billings. The developer will install new water mains in all of the new local streets, new individual services to all of the lots, and new fire hydrants in accordance with design standards, specifications, rules and regulations of the City of Billings Public Works Department, Fire Department and the Montana Department of Environmental Quality (MDEQ).

   Sanitary sewer service will be provided by connecting to the existing City of Billings' sewer mains in the subdivision. The subdivider will install new sewer mains in the local streets and individual services for each lot in accordance with design standards, specifications, rules and regulations of the City of Billings Public Works Department and MDEQ. Due to the relatively shallow pipes, and the minimum depth requirement of four feet below grade, the southern portion of this subdivision will be receiving low-pressure sewer service. This necessitates the installation of an E-1 grinder pump or similar to boost sewage disposal for each effected household. A note to this effect is included in the 'Conditions that Run with the Land' section of the SIA.

   MDU will provide gas services and NorthWestern Energy will provide electric services to the subdivision. Easements have been shown on the face of the plat that are acceptable to these utility providers. Many of the private utilities lines will go in the alleys.

b. **Storm water** – Storm water drainage for the public streets is proposed to be provided by curb and gutters that discharge into perforated storm water pipes and eventually to a detention pond south of the subdivision. Because the subsurface soils are alluvial gravels, a perforated pipe system will help disperse much of the stormwater to the groundwater prior to it reaching the off-site detention pond. These and all other drainage improvements shall satisfy the criteria set forth by the *City of Billings Stormwater Management Manual* and will be subject to review and approval by the City Engineering Department.

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** – The proposed subdivision would create a local street network off of Front Street, the main north-south street in the existing subdivision. Each local street has an alley for garage access. The streets are proposed to be built to City standards by providing a 34-foot width, curb/gutters, and boulevard sidewalks. There are mid-block crossings on Front Street and Lost Creek Road to facilitate access to the parkland between them. There is also a mid-block crossing on Josephine Park Way to connect pedestrians to and from the plaza green in the park, and the natural park area and "Norm's Island" to the south.

   A Traffic Impact Study (TIS) was completed with the original Master Plan in order to evaluate the subdivision's impact on the street network in the surrounding area. The developer has provided, and City Engineering staff is reviewing, an update to the original TIS due to slight modifications in proposed uses in this filing. With this update, they are also evaluating possible intersection control options. Any recommendations from the updated TIS shall be followed and implemented for this second filing **(Condition #1)**.

e. **Emergency services** – The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The nearest fire stations are located 476 6th St. West (Station #4) and 604 S. 24th St. West (Station #5). Fire Department staff has requested that two paragraphs be added to the SIA in order to ensure compliance with the fire code prior to construction of new structures **(Condition #2)**. The Billings Chief of Police noted in comments that "…Already in established patrol area. Continued development without increase in resources may adversely affect our ability to provide timely service." The subdivision is located within the ambulance service area of American Medical Response (AMR).

f. **Schools** –School District #23 (Elysian Elementary) provides educational services to elementary through middle school students. Responses from Elysian indicated that due to their recent increase in student body (presumably from Josephine Crossing Sub. and Riverfront Pointe Sub. to the north), the district voters recently approved a $250,000 school bond to help fund the addition of a modular unit for two more classrooms. The developers of Josephine Crossing have indicated that they are donating their time and expenses to get the site prepared for the modular unit. They are also in discussion with the school on how to deal with a nearly maxed out bussing system. Senior High School (School District #2) would serve the high school children in this subdivision. A response from principal, Dennis Holmes, indicated that Senior High is at capacity with 1,700 students. He did not suggest any remedies at this time.

g. **Parks and Recreation** – Residential subdivisions creating lots with housing densities less than one dwelling unit per ½-acre are required by State and local laws to dedicate 11% of the net land area (or provide an equivalent cash contribution) for parkland. Additional provisions in the laws allow this dedication of parkland to be waived if "the subdivision provides for a planned unit development or other development with land

permanently set aside for park and recreational uses sufficient to meet the needs of the persons who will ultimately reside in the development; and the land and any improvements set aside for park purpose equals or exceeds the area [otherwise required]." When the Josephine Crossing Master Plan was originally reviewed and the Planned Development documents were approved and adopted by the City, parkland provisions were established as an integral part of the neighborhood. Overall, more than 11% of the land area in the entire Planned Development is being provided for parkland, and the developers have improved the parkland with turf, irrigation, and numerous recreation facilities and features. Specific to this second filing of the subdivision, the developers are providing a 1.27-acre park area and are developing it with several sport courts, an amphitheater, spray park, and barbeque area. This park area will be privately owned and maintained by the very active Homeowners' Association for the subdivision. Parks Department staff is satisfied with this proposal.

h. **Mail Delivery -** The United States Postal Service will provide postal service to the subdivision and has indicated that centralized mailbox units will be required as were installed for the first filing of this subdivision. A note in the SIA acknowledges this, and indicates the developer's intent to coordinate mailbox locations with the postal service.

3. Effect on the natural environment

The subject property is dry grassland slightly sloping to the south toward the Yellowstone River. The 100-year flood plain as identified by FEMA is adjacent to the subject property, however none of it is located within the area of proposed subdivision. Properties such as this that are adjacent to the river may eventually be subject to erosion from the river. A 'Yellowstone River Channel Migration Study' sponsored by the Yellowstone River Conservation District Council and the U.S. Army Corps of Engineers was recently conducted to map the historic movement of the river, and can provide valuable information for property owners adjacent to the river. Therefore it is recommended as a condition of approval that a note shall be added to the 'Conditions that Run with the Land' Section of the SIA stating: "Lot owners should be aware that the Yellowstone River Channel Migration Study sponsored by the Yellowstone River Conservation District Council and the U.S. Army Corps of Engineers has identified areas which may be susceptible to erosion by the Yellowstone River. Owners are encouraged to review the extent to which bank erosion may pose a threat to structures built in this subdivision" **(Condition #3)**.

4. Effect on wildlife and wildlife habitat

There are no known endangered or threatened species on the property. There is a note in the SIA that warns future lot owners of the presence of deer in the area, which may cause damage to their landscaping. This subdivision should have a minimal effect on wildlife and wildlife habitat.

5. Effect on the public health, safety and welfare

There is no portion of the property within the floodplain of the river, and all public facilities will be reviewed for compliance at the time of construction. There should be little effect on public health, safety and welfare as a result of this proposal.

B. Was an Environmental Assessment required? [(MCA 76-3-603 and BMCC 23-304 (c) (1)]

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

C. Does the subdivision conform to the Yellowstone County-City of Billings 2008 Growth Policy, the Urban Area 2010 Transportation Plan Update and the Heritage Trail Plan? [BMCC 23-304 (c) (3)]

1. Yellowstone County-City of Billings 2008 Growth Policy

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

a. Goal: More housing and business choices within each neighborhood (p. 6).

b. Goal: New developments that are sensitive to and compatible with the character of adjacent City neighborhoods and County townsites (p. 6).

c. Goal: Protect and increase the availability of public access to natural areas and trails along the River (p. 10).

d. Goal: Safe, functional, and attractive streets for all users, including drivers, bicyclists and pedestrians (p. 13).

e. Goal: Healthy, safe neighborhoods and communities with sense of pride (p. 15).

2. Urban Area Transportation Plan 2009 Update

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

3. Heritage Trail Plan

The proposed subdivision lies within the jurisdiction of the Heritage Trail Plan. A trail corridor exists within parkland dedicated to the City in the first filing of this subdivision. This trail connects the subdivision to "Norm's Island" and Riverfront Park. It is presently a soft surfaced trail and no immediate plans to improve it have been proposed.

D. Does the subdivision conform to the Montana Subdivision and Platting Act and to local subdivision regulations? [MCA 76-3-608 (3) (b) and BMCC 23-304 (c) (4)]

The proposed subdivision satisfies the requirements of the Montana Subdivision and Platting Act and 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? [BMCC 23-304 (c) (5)]

The subdivision will utilize the City's water, sanitary sewer, and solid waste collection and disposal services. All services are approved and regulated by state and federal authorities.

F. Does the proposed subdivision conform to all requirements of the zoning in effect? [BMCC 23-304 (c) (6)]

The subject property is located within the Josephine Crossing Planned Development zoning district. A Master Plan and Planned Development Agreement (PDA) were established in 2006 specifying land use allowances and restrictions. This proposal substantially complies with the Master Plan and PDA. Any minor updates shall be approved administratively by the Zoning Coordinator pursuant to Section 27-1310, BMCC, prior to final plat approval **(Condition #4)**.

G. Does the proposed plat provide easements for the location and installation of any utilities? [MCA 76-3-608 (3) (c) and BMCC 23-304 9 (c) (7)]

The subdivider has provided utility easements as requested by MDU and NWE on the face of the plat.

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 BMCC 23-304 9 (c) (8)]

Legal and physical access is provided to the proposed lots from Front Street, Josephine Park Way, Lost Creek Road and several alleys.

CONCLUSIONS OF FINDINGS OF FACT

- The preliminary plat of Josephine Crossing Subdivision, 2nd Filing does not create any adverse impacts that warrant denial of the subdivision.

- The proposed subdivision conforms to several of the goals and policies of the 2008 Growth Policy Update and does not conflict with the Transportation or Heritage Trail Plans.

- 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, August 22, 2011.

_____

Thomas W. Hanel, Mayor

Mayor's Approval Letter –Josephine Crossing, 2nd Filing

August 23, 2011

McCall Development
1536 Mullowney Lane, Suite 100
Billings, MT 59101

Dear Applicant:

On August 22, 2011, the Billings City Council conditionally approved the preliminary plat of Josephine Crossing Subdivision, 2nd Filing, subject to the following conditions of approval:

1. To mitigate impacts on local services, an updated Traffic Impact Study (TIS) shall be submitted to City Engineering for review and approval prior to final plat approval. Any recommendations from the update shall be implemented for this filing.

2. To mitigate impacts on local services, the following note shall be added to Section IV of the Subdivision Improvements Agreement (SIA): "Construction of buildings made of combustible materials shall have adequate fire apparatus access roads and water supply (fire hydrants) in place to allow for fire suppression requirements. Prior to the issuance of a building permit for construction using combustible materials (i.e. lumber, plywood, wood trusses, etc.), fire apparatus access roads and water supply requirements shall be provided in accordance with the International Fire Code as adopted by the City of Billings.

   At a minimum, the following is required:
   - An unobstructed gravel road or gravel road base must be within 150 feet of the furthest portion of a building under construction as measured along the approved route.
   - The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of twenty (20) feet wide.
   - An operational fire hydrant shall be located within 600 feet of the furthest portion of a residence under construction or within 400 feet of the furthest portion of a commercial building under construction as measured along the access roads to the site.
   - The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply."

3. To mitigate impacts on public health and safety, and the natural environment, the following note shall be added to the 'Conditions that Run with the Land' Section of the SIA: "Lot owners should be aware that the Yellowstone River Channel Migration Study sponsored by the Yellowstone River Conservation District Council and the U.S. Army Corps of Engineers has identified areas which may be susceptible to erosion by the Yellowstone River. Owners are encouraged to review the extent to which bank erosion may pose a threat to structures built in this subdivision."

4. To ensure compliance with zoning in effect for the subject property, the subdivider shall submit any proposed minor changes in the previously approved Planned Development Agreement or Master Plan to the Zoning Coordinator for administrative review and approval.

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

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

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

Sincerely,

_____

Thomas W. Hanel, Mayor

Pc: Dennis Randall, PE, Sanderson Stewart

Consent 1. Q.

Regular City Council Meeting
Meeting Date: 08/22/2011
TITLE: Whisper Ridge Subdivision Preliminary Major Plat
PRESENTED BY: Candi Beaudry
Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

On June 1, 2011, owner, Aviara, Inc., applied for preliminary major plat approval for Whisper Ridge Subdivision. The proposed subdivision creates 25 new lots for single-family residential development and is generally located on the north side of Rimrock Road, between Clear View Drive and 54th St. West. The property is zoned Residential-9600 (R-96). The Yellowstone County Board of Planning conducted a public hearing on July 26, 2011. The representing agent is Sanderson Stewart.

ALTERNATIVES ANALYZED

In accordance with state law, the City Council has 60 working days to act upon this major preliminary plat; the 60 working day review period for the proposed plat ends on August 24, 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 60 day review period, the City Council is required to:

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

FINANCIAL IMPACT

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

BACKGROUND

General location: North side of Rimrock Road between Clear View Drive and Yerger Drive

Legal Description: Tract 3-C-1 of Amended Tracts 3-C and 3-D, C/S 1834, Amended

Owner/Subdivider: Aviara, Inc.; Dennis Buscher, President

Engineer and Surveyor: Sanderson Stewart

Existing Zoning: R-96

Existing land use: Vacant

Proposed land use: Single-family residential

Gross and Net area: 11.82 acres; 9.12 acres

Proposed number of lots: 25

Lot size: Max: 96,165 square feet
Min.: 10,312 square feet

Parkland requirements: Parkland dedication requirement of 0.80 acres is proposed to be met by a cash in lieu contribution

Variance requested: No variances have been requested.

STAKEHOLDERS

A public hearing was conducted by the Yellowstone County Board of Planning on July 26, 2011. Three County-resident neighbors from the south side of Rimrock Road provided testimony. They expressed two concerns about the proposed subdivision: storm water management and traffic and safety issues on Rimrock Road. With regard to storm water, these neighbors were concerned that changes to the storm water flow resulting from the subdivision would impact their down-slope lots, both in terms of surface runoff and groundwater accumulation. The storm water management proposal was explained by the applicant's Engineer, which includes collecting water in curb/gutter to street inlets and then piping it to two storm water detention ponds in the southwest corner of the proposed subdivision. The ponds will be designed to handle any stormwater increase projected due to the development, as well as the historic amounts of stormwater on the site and upslope of the site. Additionally, a small swale area will collect any stormwater from the lots along Rimrock Road that are downslope of the street inlets and piping in Audubon and Yerger Drive. It was also noted that ground water levels on this property were found to be between 25 and 30 feet below surface.

The neighbors' concerns about Rimrock Road mainly stemmed from the fact that the road improvements made a few years back ended at Clear View Drive, and west of there to 54th St. West is a two-lane road without shoulders. They indicated that traffic volumes have increased and traffic speeds tend to increase as soon as travelers crest the high point at Clear View Drive and head down toward 54th St. West. They indicated the desire to have Rimrock Road improved to 54th St. West since added ingress and egress to Rimrock from this subdivision would increase safety concerns. It was explained that Rimrock Road is a State road, and was funded with Federal funds. It is uncertain when the funds to complete it will be available. Future completion of the road segment is identified in the Billings Urban Area 2009 Transportation Plan Update as a long range project with a high priority ranking. The road improvement could be added to the City's Captial Improvement Program (CIP) and the Billings Metropolitan Planning Organization Transportation Improvement Program (TIP) for future funding and construction during annual review of the CIP and when a TIP update is contemplated. The funding sources proposed for this road segment include Federal urban system funds and City and County has tax fund. It also was explained during the public hearing discussion that the developer would be responsible for providing a cash contribution for improvements to Rimrock where it fronts the subdivision (to bring it up to a residential standard) and that money would be used to help fund the road project in the future.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

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

RECOMMENDATION

The Planning Board recommends conditional approval of the preliminary plat of Whisper Ridge Subdivision to the City Council, and adoption of the Findings of Fact as presented in the staff report.

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 minimize effects on local services, the subdivider shall coordinate with United States Postal Service (USPS) to plan for centralized delivery boxes with sufficient pullouts to accommodate mail carrier vehicles. A letter from USPS shall be submitted with the final plat indicating its plan approval.

2. To ensure legal and physical access to all lots within the subdivision, an easement document for public access across Tract 3-B, C/S 1834 shall be provided with the final plat documents for recording.

3. To ensure the provision of easements for public and private utilities, a public utility easement for the sanitary sewer service across Tract 3-D-1, C/S 1834, 2nd Amended, shall be provided with the final plat documents for recording.

4. To minimize effects on local services, the two storm water retention areas shall be platted as separate lots, and deeded to the City. Additionally, the retention area behind Lots 1-3, Block 2, shall be connected to Yerger Drive by a ten-foot wide strip of land to become part of said storm water lot, on one of the common lot lines, as approved by City Engineering.

5. Minor changes may be made in the Subdivision Improvements Agreement (SIA) and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.

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

APPROVED BY CITY ADMINISTRATOR

Attachments

Preliminary Plat
Findings of Fact
Mayor's Letter

PRELIMINARY PLAT OF

WHISPER RIDGE SUBDIVISION

BEING TRACT 3-C-1 OF AMENDED TRACTS 3-C & 3-D, CERTIFICATE OF SURVEY No. 1834, SECOND AMENDED SITUATED IN THE S1/2 OF SECTION 29, T. 1 N., R. 25 E., P.M.M., IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

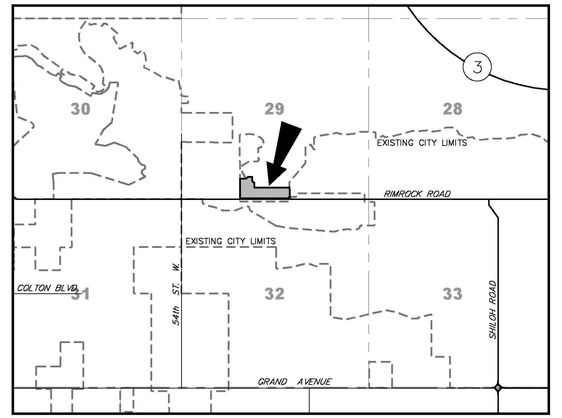
PREPARED FOR : AVIARA, INC. JUNE, 2011

PREPARED BY : SANDERSON STEWART BILLINGS, MONTANA

NORTH

50 25 0 50 100

SCALE: 1"=50'



VICINITY MAP

NOT TO SCALE

PLAT DATA

GROSS AREA	= ±11.82 AC
NET AREA	= ± 8.45 AC
NUMBER OF LOTS	= 25
MINIMUM LOT SIZE	= ±9,605 SF
MAXIMUM LOT SIZE	= ±96,165 SF
LINEAL FEET OF STREETS	= ±2,020
PARKLAND REQUIREMENT	= ±0.80 AC
PARKLAND DEDICATION	= CASH-IN-LIEU
EXISTING ZONING	= RESIDENTIAL 9600
SURROUNDING ZONING:	
NORTH	= R-9600
SOUTH	= R-9600
EAST	= R-9600
WEST	= R-9600
EXISTING LAND USE	= VACANT LAND
PROPOSED LAND USE	= RESIDENTIAL DEVELOPMENT

R-9600

N 89°53'58" E 120.90'

N 50°04'02" E 78.09'

N 89°51'30" E 158.00'

- BLOCK 4 -

1 ±15,444 SF

6 ±13,430 SF

5 ±13,746 SF

4 ±13,746 SF

3 ±9,605 SF

2 ±10,738 SF

1 ±10,875 SF

9 ±11,538 SF

10 ±10,312 SF

8 ±11,940 SF

7 ±11,880 SF

6 ±11,883 SF

5 ±11,883 SF

4 ±11,883 SF

3 ±11,883 SF

2 ±11,883 SF

1 ±11,624 SF

8 ±9,642 SF

7 ±9,660 SF

6 ±9,660 SF

5 ±9,660 SF

4 ±9,660 SF

3 ±9,660 SF

2 ±9,675 SF

1 ±96,165 SF

S 00°02'00" W 120.00'

S 44°03'38" E 83.35'

WHISPER WAY

20' WIDE GRAVEL ACCESS ROAD TO SS MANHOLE

8" SANITARY SEWER MAIN

8" WATER MAIN

20' WIDE PUBLIC UTILITY EASEMENT DOC No. _____

8' WIDE UTILITY EASEMENT

C/S 1834, 2ND AM.

TRACT 3-D-1

OWNER: EATON LAND & DEVELOPMENT PARTNERSHIP 2510 GRAND AVE BILLINGS, MT 59102

C/S 1834 AM.

TRACT 2B

OWNER: ZIMMERMAN, NED ERIC & ZIMMERMAN, VAN GUTH 541 DAISY DEAN RD WILSALL, MT 59086

S 00°08'30" E 549.87'

YERGER DRIVE

- BLOCK 1 -

- BLOCK 3 -

- BLOCK 1 -

DEAD END

60'x25' CLEAR VISION ZONE

20' WIDE PUBLIC UTILITY EASEMENT

6" SANITARY SEWER SERVICE (TYP.)

1" WATER SERVICE (TYP.)

2" LPSS SANITARY SEWER MAIN

AUDUBON WAY

S 89°53'58" W 612.13'

DEDICATED PUBLIC RIGHT-OF-WAY ±21,622 SF

1" NO VEHICULAR ACCESS STRIP

DEDICATED PUBLIC RIGHT-OF-WAY ±7,639 SF

N 89°53'58" E 1084.44'

S 89°53'58" W 685.08'

S 89°58'00" E 289.03'

DEDICATED PUBLIC RIGHT-OF-WAY

5' WIDE BOULEVARD SIDEWALK

AUDUBON WAY

8" WATER SERVICE

76' WIDE PUBLIC ACCESS EASEMENT DOC No. _____

20' WIDE PUBLIC UTILITY EASEMENT

MEDICINE LINE

8" SANITARY SEWER SERVICE

S 00°55'00" E 280.19'

CLEAR VIEW DRIVE

N 89°58'00" W 273.18'

S 00°02'00" W 30.00'

N 89°58'15" W 26.20'

ASPHALT WALK

EDGE OF ASPHALT

RIMROCK ROAD

18" CULVERT

24" CULVERT

ASPHALT PULL-OUT

1/4 CORNER, SEC. 29, T1N, R25E, PMM

OWNER: EATON LAND & DEVELOPMENT PARTNERSHIP 2510 GRAND AVE BILLINGS, MT 59102

TRACT 3-B

C/S 1834 AM. TR. 3

RIM POINT

OWNER: TEMPLE CORPORATION OF THE CHURCH OF JESUS CHRIST LDS, A UTAH CORPORATION 50 E N TEMPLE, FL 22 SLC, UT 84150

- BLOCK 1 -

SUBDIVISION

Δ=90°57'17" R=10.00' L=15.88' CHORD N44°33'17"E 14.26'

OWNER: CORPORATION OF THE PRESIDING BISHOP, THE CHURCH OF JESUS CHRIST LDS 50 E N TEMPLE, FL 12 SLC, UT 84150

RIM POINT

- BLOCK 3 -

SUBDIVISION

TELEPHONE BOX TRANSFORMER

FIBER OPTIC MARKER

GAS METER

MANHOLE RIM=3413.89 INV=3410.95

MANHOLE RIM=3412.99

EXISTING 12" WATER

R-9600

HELEN LANE

YERGER DR.

50th STREET WEST

- BLOCK 1 -

YERGER HEIGHTS SUBDIVISION

OWNER: GERTULLA, JEFFREY 2817 HELEN LN BILLINGS, MT 59106

OWNER: COLBRESE, PHILIP R & SARAH E 5132 RIMROCK RD BILLINGS, MT 59106

OWNER: PRICE, MARSHA A 2623 TERRACE DR BILLINGS, MT 59102

OWNER: RICE, BEATRICE ARMFIELD 2556 LILLIS LN BILLINGS, MT 59102

- BLOCK 2 -

YERGER HEIGHTS SUBDIVISION

OWNER: LESTER, DANIEL V 5040 RIMROCK RD BILLINGS, MT 59106

OWNER: POQUE, GARY & SHARON F 5028 RIMROCK RD BILLINGS, MT 59106

OWNER: HOLBROOK, JAMES A 5022 RIMROCK RD BILLINGS, MT 59106

OWNER: GROSHELLE, GARY R & ANN H 5016 RIMROCK RD BILLINGS, MT 59106

OWNER: CRICK, MARVIN H 5010 RIMROCK RD BILLINGS, MT 59106

OWNER: POMEROY, LYNDON F & LENORE A 5000 RIMROCK RD BILLINGS, MT 59106

OWNER: REHRIG, DENNIS C & ANN C 4924 RIMROCK RD BILLINGS, MT 59106

ZIMMERMAN ACREAGE TRACTS

OWNER: KENNEDY, DANIEL, ET AL 1519 MCMULLEN LN LAUREL, MT 59044

0108716PP.DWG 01087.16 6/23/11 MDB

Findings of Fact – Whisper Ridge Subdivision

The Planning staff, on behalf of the Planning Board, has prepared the Findings of Fact for the preliminary plat of Whisper Ridge Subdivision and has provided them for review and adoption by the City Council, as follows:

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 BMCC 23-304 (c) (1)]

1. Effect on agriculture and agricultural water user facilities

The subject property is vacant dryland pasture located in the City limits that has not been used for agriculture in many years. Additionally, there are no irrigation facilities in this area. As such, this development should not have a negative effect on the agricultural industry.

2. Effect on local services

a. **Utilities** – Water service will be provided by the City of Billings. The developer will install new water mains in all of the new local streets, new individual services to all of the lots, and new fire hydrants in accordance with design standards, specifications, rules and regulations of the City of Billings Public Works Department, Fire Department and the Montana Department of Environmental Quality (MDEQ).

   Sanitary sewer service will be provided by connecting to and extending the existing City of Billings' sewer stub at Rimrock Road, near Lot 5, Block 1. The subdivider will install new sewer mains in the local streets and individual services for each lot in accordance with design standards, specifications, rules and regulations of the City of Billings Public Works Department and MDEQ. A public utility easement through the property to the north (Tract 3-A-1, C/S 1834) is necessary to loop the sanitary sewer lines. It is recommended that this easement document be recorded with the final plat documents **(Condition #3).** Furthermore, due to the relatively shallow pipes, and the minimum depth requirement of four feet below grade, Lots 7 & 8, Block 1, Lots 1-3, Block 2, and Lots 6-8, Block 3 will be receiving low-pressure sewer service. This necessitates the installation of an E-1 grinder pump or similar to boost sewage disposal for each effected household. A note to this effect is included in the 'Conditions that Run with the Land' section of the SIA.

   MDU will provide gas services and NorthWestern Energy will provide electric services to the subdivision. Easements have been shown on the face of the plat that are acceptable to these utility providers. Many of the private utilities lines will go in the alleys.

b. **Storm water** – Storm water drainage for the public streets is proposed to be handled on-site by directing it via curb and gutters, and storm water pipes that discharge into detention ponds in the southwest corner of the subdivision. The pre-development amount of storm water will be allowed to discharge to Rimrock Road, as permitted by the *City Storm Water Management Manual*. In accordance with current City policy, the areas for the storm water management facilities will be created as a separate lot to be deeded to the

City, and will be maintained by City Public Works. In order to assure unencumbered access to the pipe leading from Yerger Drive to the pond, City Engineering has requested that a ten-foot wide strip of land be included in the deeded stormwater lot, at the final approved location of the pipe **(Condition #4)**. These and all other drainage improvements shall satisfy the *City Stormwater Management Manual* and will be subject to review and approval by the Engineering Department.

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** – The proposed subdivision would create a local street network off of Rimrock Road and Clear View Drive. Yerger Drive will be extended on the north side of Rimrock, and will connect with Clear View via the extension of Audubon Way. Whisper Way will also be constructed one block north of Audubon Way, and could be extended in the future should the property to the north undergo development. The streets are proposed to be built to City standards with a 34-foot width, curb/gutters, and boulevard sidewalks.

   Rimrock Road, a principal arterial street, does not meet City Standards at this location so it is the developer's responsibility to complete the section of Rimrock fronting this property to a residential street standard. In lieu of actual construction, City Engineering is requiring a cash contribution based on an approved cost estimate for those improvements prior to final plat approval. These requirements are detailed in the SIA. This section of Rimrock will be completed as part of a larger project in the future, and if improvements were installed now, they may need to be torn up again, thus wasting resources.

   A Traffic Impact Study (TIS) was not required for this subdivision, since only 25 residential lots are being created.

e. **Emergency services** – The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The nearest fire station, which also has a police presence, is located 54th St. West and Grand Avenue (Station #7). Both Fire Department and Police Department staff have reviewed the proposal and are satisfied with it as presented. The subdivision is also located within the ambulance service area of American Medical Response (AMR).

f. **Schools** –School District #2 provides educational services to students in this area. Current district boundaries would put future students of this subdivision at Arrowhead Elementary, Will James Middle School, and West High School. No comments from those schools or SD#2 Administration have been received as of when this report was written.

g. **Parks and Recreation** – Residential subdivisions creating lots with housing densities less than one dwelling unit per ½-acre are required by State and local laws to dedicate 11% of the net land area (or provide an equivalent cash contribution) for parkland. Based on these standards, the requirement for this subdivision would be 0.80 acres. Given the small amount of parkland required and the relatively close proximity to Cottonwood Park, trails along the rims, and other area parks, the subdivider is proposing to provide a

cash contribution for their required parkland dedication. Parks Department staff is satisfied with this proposal.

h. **Mail Delivery** - The United States Postal Service (USPS) will provide postal service and has indicated that centralized mailbox units will be required for mail delivery to the subdivision. It is a recommended condition of approval that the developer works with USPS to coordinate mailbox locations and provide written verification of such, prior to final plat approval **(Condition #1).**

3. Effect on the natural environment

The subject property is composed of dry grassland sloping to the south at an approximately 3 - 4% slope. The property is free from any floodplains as identified by FEMA. A geotechnical report was prepared with the plat application in order to identify the necessary structural building requirements based on the soils and other subsurface conditions. General recommendations are listed in the SIA. Overall, this subdivision should have a minimal effect on the natural environment.

4. Effect on wildlife and wildlife habitat

There are no known endangered or threatened species on the property. There is a note in the SIA that warns future lot owners of the presence of deer in the area, which may cause damage to their landscaping. This subdivision should have a minimal effect on wildlife and wildlife habitat.

5. Effect on the public health, safety and welfare

B. Was an Environmental Assessment required? [(MCA 76-3-603 and BMCC 23-304 (c) (1)]

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

C. Does the subdivision conform to the Yellowstone County-City of Billings 2008 Growth Policy, the Urban Area 2010 Transportation Plan Update and the Heritage Trail Plan? [BMCC 23-304 (c) (3)]

1. Yellowstone County-City of Billings 2008 Growth Policy

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

a. Goal: More housing and business choices within each neighborhood (p. 6).

b. Goal: New developments that are sensitive to and compatible with the character of adjacent City neighborhoods and County townsites (p. 6).

c. Goal: Recreation facilities (nearby) that serve the diverse recreational needs of Billings and Yellowstone County (p. 10).

d. Goal: Safe, functional, and attractive streets for all users, including drivers, bicyclists and pedestrians (p. 13).

2. Urban Area Transportation Plan 2009 Update

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

3. Heritage Trail Plan

The proposed subdivision lies within the jurisdiction of the Heritage Trail Plan. A trail corridor and paved trail exists along Rimrock Road adjacent to this subdivision. No additional trail facilities are required or proposed with this subdivision.

D. Does the subdivision conform to the Montana Subdivision and Platting Act and to local subdivision regulations? [MCA 76-3-608 (3) (b) and BMCC 23-304 (c) (4)]

The proposed subdivision satisfies the requirements of the Montana Subdivision and Platting Act and 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? [BMCC 23-304 (c) (5)]

The subdivision will utilize the City's water, sanitary sewer, and solid waste collection and disposal services. All services are approved and regulated by state and federal authorities.

F. Does the proposed subdivision conform to all requirements of the zoning in effect? [BMCC 23-304 (c) (6)]

The subject property is located within the R-96 zoning district. The proposed lot sizes comply with this district, and other specifications and land uses will be verified at the time of building permit application.

G. Does the proposed plat provide easements for the location and installation of any utilities? [MCA 76-3-608 (3) (c) and BMCC 23-304 9 (c) (7)]

The subdivider has provided utility easements as requested by MDU and NWE on the face of the plat.

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 BMCC 23-304 9 (c) (8)]

Legal and physical access is provided to the proposed lots from Yerger Drive, Audubon Way, and Whisper Way. A public access easement is proposed across a strip of private land that separates the subject property where Audubon Way extends east to Clear View Drive. It is

recommended that the easement be granted and recorded concurrently with the final plat **(Condition #2)**.

CONCLUSIONS OF FINDINGS OF FACT

- The preliminary plat of Whisper Ridge Subdivision does not create any adverse impacts that warrant denial of the subdivision.

- The proposed subdivision conforms to several of the goals and policies of the 2008 Growth Policy Update and does not conflict with the Transportation or Heritage Trail Plans.

- 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, August 22, 2011.

_____

Thomas W. Hanel, Mayor

Mayor's Approval Letter

August 23, 2011

Aviara, Inc.
Dennis Buscher
3671 Aviara Ave.
Billings, MT 59106

Dear Applicant:

On August 22, 2011, the Billings City Council conditionally approved the preliminary plat of Whisper Ridge Subdivision, subject to the following conditions of approval:

1. To minimize effects on local services, the subdivider shall coordinate with United States Postal Service (USPS) to plan for centralized delivery boxes with sufficient pullouts to accommodate mail carrier vehicles. A letter from USPS shall be submitted with the final plat indicating its plan approval.

2. To ensure legal and physical access to all lots within the subdivision, an easement document for public access across Tract 3-B, C/S 1834 shall be provided with the final plat documents for recording.

3. To ensure the provision of easements for public and private utilities, a public utility easement for the sanitary sewer service across Tract 3-D-1, C/S 1834, 2nd Amended, shall be provided with the final plat documents for recording.

4. To minimize effects on local services, the two storm water retention areas shall be platted as separate lots, and deeded to the City. Additionally, the retention area behind Lots 1-3, Block 2, shall be connected to Yerger Drive by a ten-foot wide strip of land to become part of said storm water lot, on one of the common lot lines, as approved by City Engineering.

5. Minor changes may be made in the Subdivision Improvements Agreement (SIA) and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.

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

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

Sincerely,

_____
Thomas W. Hanel, Mayor

Pc: Mac Fogelsong, PE, Sanderson Stewart

Consent 1. R.

Regular City Council Meeting

Meeting Date: 08/22/2011

TITLE: Preliminary Subsequent Minor Plat, Amended Lot 4A, Block 2, Goodman Subdivision, 4th Filing

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

On July 15, 2011, the Planning Division received an application for preliminary plat approval for Amended Lot 4-A, Block 2, Goodman Subdivision, 4th Filing. The plat contains two lots on approximately 1.5 acres of land for residential or professional office development. The proposed subdivision is located on the southeast corner of Avenue C and 41st St. West, just northwest of the Shiloh Road/Grand Avenue intersection. The lot is currently vacant. The owners are Randall Swenson, Jeff Muri, LLC, and Bearcreek Investments, LLC. The representing agent is EEC, Inc.

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 September 1, 2011. State and City subdivision regulations also require that preliminary plats be reviewed using specific criteria, as stated within this report. The City may not unreasonably restrict an owner's ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. Within the 35 day review period, the City Council is required to:

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

FINANCIAL IMPACT

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

BACKGROUND

General location: Southeast corner of Avenue C and 41st St. West

Legal Description: Lot 4-A, Block 2, Goodman Subdivision, 4th Filing

Owner/Subdivider: Randall Swenson; Jeff Muri, LLC; Bearcreek Investments, LLC

Engineer and Surveyor: EEC, Inc.

Existing Zoning: Residential Professional (RP)

Existing land use: Vacant

Proposed land use: Residential or Professional offices

Gross/net area: 1.54 acres

Proposed number of lots: 2

Lot size: Max: 33,648 square feet
Min.: 33,481 square feet

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

RECOMMENDATION

Staff recommends conditional approval of the preliminary subsequent minor plat of Amended Lot 4-A, Block 2, Goodman Subdivision, 4th Filing and adoption of the Findings of Fact as presented in the staff report to the City Council.

Recommended Conditions of Approval

1. To ensure the provision of easements, an eight-foot utility easement centered on the common lot line between Lots 4A-1 and 4A-2 shall be shown on the final plat.

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

Attachments

Preliminary Plat
Findings of Fact
Mayor's Approval Letter

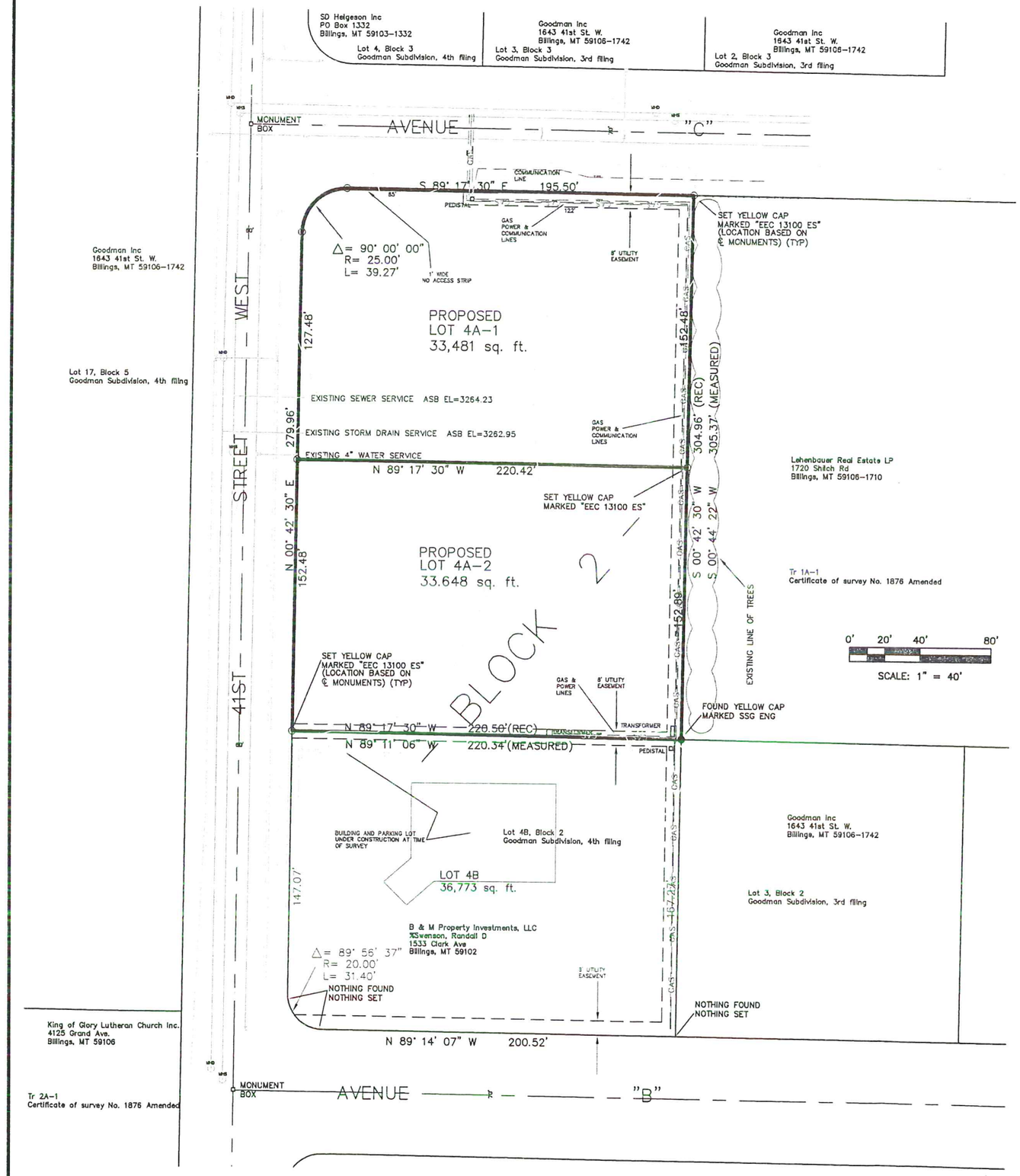
PRELIMINARY PLAT OF AMENDED PLAT OF Lot 4A, of the AMENDED PLAT OF LOT 4, BLOCK 2, GOODMAN SUBDIVISION, FOURTH FILING

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 25 EAST, P.M.M., CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

JUNE, 2011

SURVEYED FOR: *RANDALL D. SWENSON, JEFF MURI, LLC & BEARCREEK INVESTMENTS, LLC*

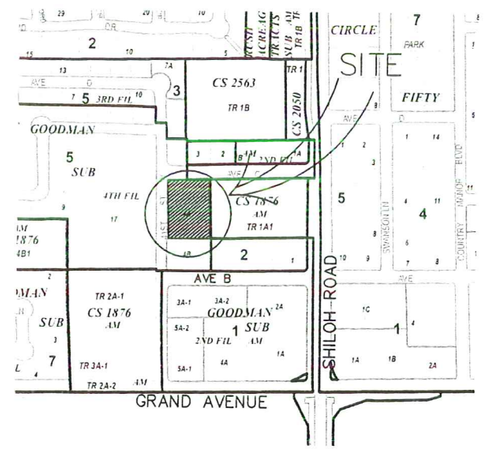
SURVEYED BY: *EGGART ENGINEERING COMPANY*



SUBDIVISION DETAILS:

GROSS AREA:	1.54 ACRES
NET AREA:	1.54 ACRES
ROAD AREA:	0.00 ACRES
NUMBER OF LOTS:	2
MAXIMUM LOT SIZE:	.77 ACRES
MINIMUM LOT SIZE:	.77 ACRES
PARK DEDICATION:	0.00 ACRES
EXISTING LAND USE:	RESIDENTIAL PROFESSIONAL
PROPOSED LAND USE:	RESIDENTIAL PROFESSIONAL
ZONING:	RESIDENTIAL PROFESSIONAL

VICINITY MAP



CLERK AND RECORDER FILING INFORMATION

Findings of Fact—Amended 4-A, Block 2, Goodman Subdivision, 4th Filing

Staff is forwarding the recommended Findings of Fact for Amended 4-A, Block 2, Goodman Subdivision, 4th Filing for review and approval by the City Council. These findings are based on the preliminary plat application and supplemental documents and address the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Billings Subdivision Regulations (Section 23-304(c), BMCC).

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

1. Effect on agriculture and agricultural water user facilities

The subject property was historically used for irrigated agricultural land but has been slated for development since it was originally platted in 2004. The property is surrounded by other platted and developed lots used for a variety of commercial and residential uses. As such, development of this property should not have an impact on agriculture production or activities in the area. The subject property does not have water rights. 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 lots shall come from the existing main located in 41st Street West. There is an existing 4-inch water service serving Lot 4A-1, and a second separate service will need to be installed for Lot 4A-2, at the owner's expense at the time of lot development.

   Sewer services are to be provided from an existing sewer main in 41st Street West. As with water, there is an existing sewer service serving Lot 4A-1, and a second separate service will need to be installed for Lot 4A-2, at the owner's expense at the time of lot development.

   Private utilities such as electric and gas are available to the lots upon development. NorthWestern Energy has asked for a specific easement to be placed on the final plat on the shared lot line of the two lots **(Condition #1).** MDU has an existing gas line on the east side of the property, and does not need additional easements at this time.

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) may also be required at the time of lot development to mitigate any construction related storm water pollution.

c. **Solid waste** - The City of Billings will provide solid waste collection and disposal. The City's landfill has adequate capacity for this waste.

d. **Streets** – The subject property is located at the southeast corner of Avenue C and 41st Street West. All necessary right-of-way dedication was provided with the previous platting. Additionally, both streets are constructed to City standards. At the time of lot development, the property owner will be responsible for installing the standard five-foot wide boulevard style sidewalks.

e. **Emergency services** - The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The nearest emergency services station is located at Grand Avenue and 54th St. West (Station #7). The subdivision is located within the ambulance service area of American Medical Response. The Fire Department will review hydrant needs for new development at the time of building permit review.

f. **Schools** –Schools will be minimally affected by this subdivision as it is a commercial subdivision.

g. **Parks and Recreation** - A parkland dedication is not required, as this is a commercial subdivision creating only one additional lot.

h. **Mail Delivery -** The United States Postal Service did not respond to a request for comments by the time this report was written. The location of any new mailbox units shall be reviewed and approved by the post office.

3. Effect on the natural environment

The proposed subdivision should have only minor effects on the natural environment, as there will be short term air and noise pollution associated with construction on the property. The subdivision is located in an urban setting with storm water facilities. The subject property should not be affected, as it is outside of the flood plain.

4. Effect on wildlife and wildlife habitat

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

5. Effect on the public health, safety and welfare

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

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

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

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

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

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

a. **Goal: Predictable land use decisions that are consistent with neighborhood character and preferred land use patterns identified in neighborhood plans. (p. 6).**

b. **Goal: Contiguous development focused in and around existing population centers separated by open space (p. 6).**

c. **Goal: More housing and business choices within each neighborhood (p.6).**

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 subject property is within the jurisdiction of the Heritage Trail Plan, however, no on-street connectors or off-street trails are identified in the Plan within its boundary. No new improvements will be required with this subdivision to meet the Trail Plan recommendations.

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

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

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

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

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

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

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

All main lines for utilities are already in place so new development will just need to tap into the existing lines. In case the new service lines cross property boundaries, **Condition #1** requires a new utility easement to be shown on the final plat on the common boundary line between the two lots.

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 Avenue C and 41st Street West.

CONCLUSIONS OF FINDING OF FACT

- The preliminary plat of Amended Lot 4-A, Block 2, Goodman Subdivision, 4th Filing, 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, August 22, 2011.

_____

Thomas W. Hanel, Mayor

Mayor's Approval Letter

August 23, 2011

Randall Swenson
1533 Clark Ave.
Billings, MT 59102

Dear Applicant:

On August 22, 2011, the Billings City Council conditionally approved the preliminary plat of Amended Lot 4-A, Block 2, Goodman Subdivision, 4th Filing, subject to the following conditions of approval:

1. To ensure the provision of easements, an eight-foot utility easement centered on the common lot line between Lots 4A-1 and 4A-2 shall be shown on the final plat.

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 .

Sincerely,

_____
Thomas W. Hanel, Mayor

Pc: Scott Swanson, EEC, Inc.

Consent 1. S.

Regular City Council Meeting
Meeting Date: 08/22/2011
TITLE: BDC Heights Subdivision Plat
PRESENTED BY: David Mumford
Department: Public Works

PROBLEM/ISSUE STATEMENT

The purpose of this plat is to relocate an access easement/driveway location on Main Street. The owner of the proposed BDC Heights Subdivision is constructing a commercial building. This property is located at the corner of Main Street and Hansen Lane. There are two lot accesses; one from Hansen Lane and one from Main Street. The access on Hansen will remain in place. There is a no access strip along Main Street except where the existing access is located. The property owner would like to move the access opening further away from the corner of Hansen Lane and Main Street. The owner submitted a new plat, moving the access opening to better accommodate the site. This has been evaluated by Engineering to be sufficient and is being evaluated by the Montana Department of Transportation. A no access strip is an easement and can be altered by City Council and any approval is contingent upon approval from the Montana Department of Transportation.

ALTERNATIVES ANALYZED

The Council may:

- Approve the plat of BDC Heights Subdivision, or
- Do not approve the plat of BDC Heights Subdivision.

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends that the City Council approve BDC Heights Subdivision plat relocating the access easement/driveway.

APPROVED BY CITY ADMINISTRATOR

Attachments

BDC Heights Subdivision

PLAT OF

BDC HEIGHTS SUBDIVISION

BEING LOT 2A OF SECOND AMENDED PLAT OF LOTS 1 & 2, BLOCK 2 OF MALTESE SUBDIVISION
AND LOTS 3 & 4 OF AMENDED PLAT OF BLOCK 2 OF MALTESE SUBDIVISION
SITUATED IN THE NE1/4 OF SECTION 27, T. 1 N., R. 26 E., P.M.M.,
IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

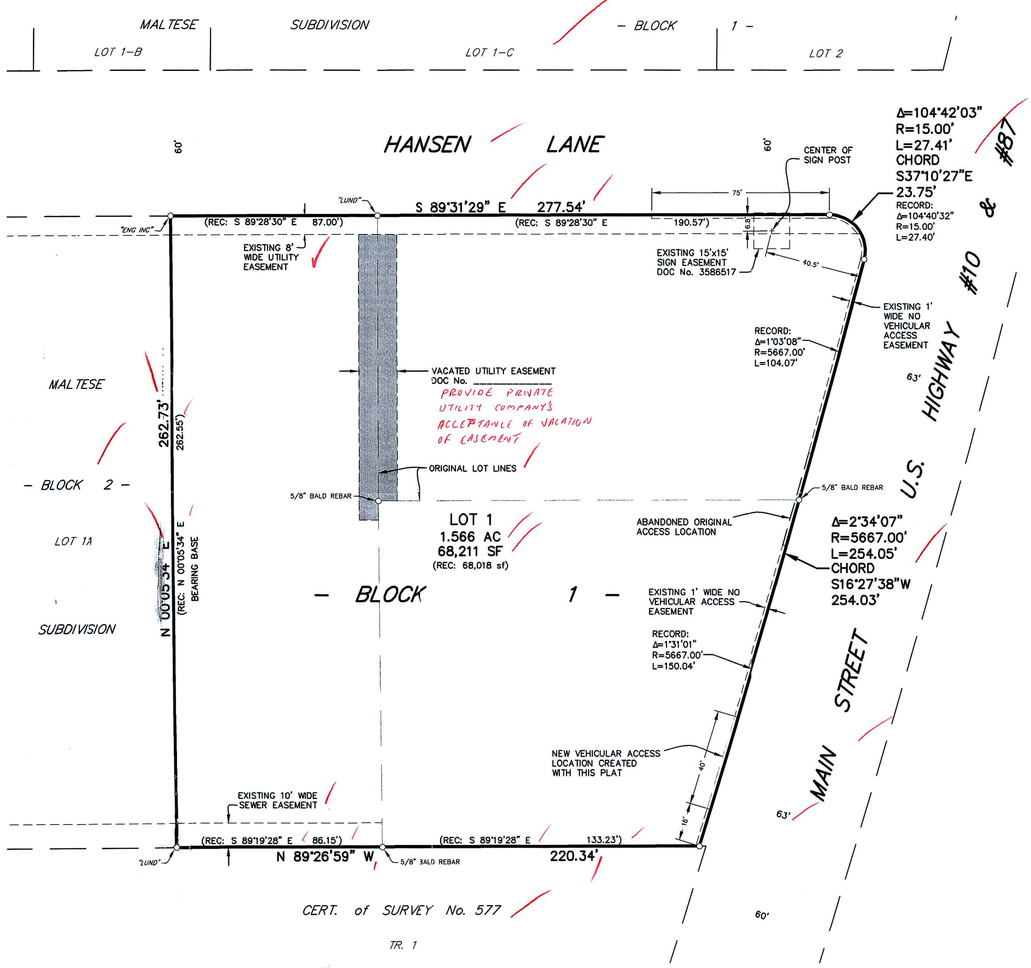
DRAFT

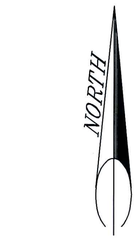
PREPARED FOR : PK PROPERTIES, LLC

PREPARED BY : SANDERSONSTEWART

JUNE, 2011

BILLINGS, MONTANA





30 15 0 30 60

SCALE: 1"=30'

BASIS OF BEARING: EAST LINE OF LOT 1A, BLOCK 2, SECOND AMENDED PLAT OF LOTS 1 & 2, BLOCK 2 OF MALTESE SUBDIVISION.

○ FOUND SURVEY MONUMENT, REBAR & CAP MARKED "S/S/G INC", OR AS NOTED.

CERTIFICATE OF SURVEYOR

CERTIFICATE OF SURVEYOR

STATE OF MONTANA)
:ss
County of Yellowstone)

The undersigned, a Montana Registered Land Surveyor, being first duly sworn, deposes and says that during the month of June, 2011, a survey was performed under his supervision of a tract of land situated in the NE1/4 of Section 27, T. 1 N., R. 26 E., P.M.M., in the City of Billings, Yellowstone County, Montana, said tract being more particularly described as follows, to wit:

Lot 2A of Second Amended Plat of Lots 1 & 2, Block 2 of Maltese Subdivision, according to the official plat on file in the Office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 3355858, and Lots 3 & 4 of Amended Plat of Block 2 of Maltese Subdivision, according to the official plat on file in the Office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 1294531; said described tract containing an area of 68,211 square feet (1.566 acres).

That the monuments found and set are of the character and occupy the positions shown hereon, that said survey and the plat hereof shows true and correct dimensions and that the plat conforms with the work on the ground.

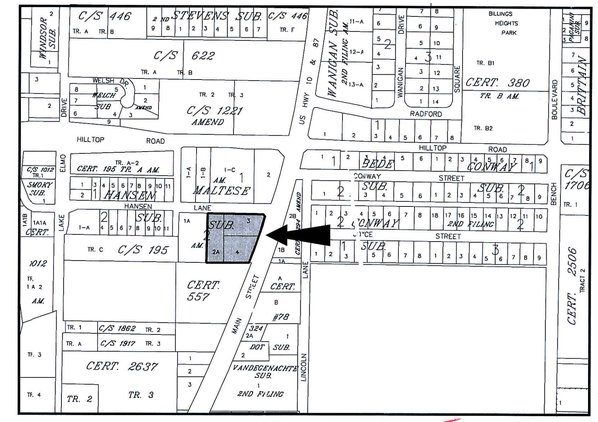
SANDERSON STEWART

By: _____

Montana Registration No. _____

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

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



VICINITY MAP

NOT TO SCALE

LANDOWNERS STATEMENT – AGGREGATE LOTS / REVISE "NO VEHICULAR ACCESS EASEMENT"

The undersigned hereby certify that the purpose of this survey is to aggregate existing lots within a platted subdivision and no additional lots are being hereby created. A restriction or requirement on the original platted lot continues to apply to those areas.

The undersigned further certifies that the "common approach for Lots 3 & 4" depicted on the Amended Plat of Block 2 of Maltese Subdivision is moved to the location shown hereon and the original location is abandoned.

Therefore this amended plat is exempt from review as a subdivision pursuant to Section 76-3-207(1)(f), M.C.A. With reference to changes to the "No Vehicular Access Strip", this amended plat has been prepared pursuant to Section 76-3-404(1)(c), M.C.A. which "discloses evidence to suggest alternate locations of lines or points".

This amended plat is not subject to review by the Department of Environmental Quality pursuant to ARM 17.36.605(2)(b)(i) & (ii) for "a parcel that has no existing facilities for water supply, wastewater disposal or solid waste disposal other than those previously approved by the reviewing authority".

PK PROPERTIES, LLC.

By: _____

Title: _____

STATE OF MONTANA)
:ss
County of Yellowstone)

On this _____ day of _____ , 20__ , before me, a Notary Public for the State of Montana, personally appeared _____ , known to me to be the persons who signed the foregoing instrument as _____ of PK PROPERTIES, LLC., and acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

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

CERTIFICATE OF COUNTY TREASURER

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

Date: _____

Yellowstone County Treasurer

By: _____
Deputy

CERTIFICATE OF CITY ATTORNEY

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

Date: _____

Reviewed by: _____

ERRORS AND OMISSIONS REVIEW

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

_____ _____
Examining Land Surveyor Date

CERTIFICATE OF CITY COUNCIL APPROVAL

STATE OF MONTANA)
:ss
County of Yellowstone)

We hereby certify that we have examined the annexed and foregoing PLAT OF BDC HEIGHTS SUBDIVISION, and find that said plat conforms with the requirements of the laws of the State of Montana, and the requirements of The Yellowstone County Board of Planning. It is therefore approved and the revision to the "No Vehicular Access Easement" is accepted.

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

CITY OF BILLINGS, MONTANA

By: _____
Mayor

Attest: _____
City Clerk

DRAFT

11-345

RECEIVED
JUL - 6 2011
PLANNING & COMMUNITY SERVICES DEPARTMENT

7910307FF.DWG 79103.07 7/05/11 MDB

Consent 1. T. 1.

Regular City Council Meeting
Meeting Date: 08/22/2011
TITLE: Payment of Claims July 22, 2011.
PRESENTED BY: Pat M. Weber, Finance Director
Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

Claims in the amount of $2,635,640.85 have been audited and are presented for your approval for payment. A complete listing of the claims dated July 22, 2011, is available in the Finance Department.

ALTERNATIVES ANALYZED

The Council may:

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

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends that Council approve Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

List of claims greater than $2500.

CHECK DATE	CHECK NUMBER	VENDOR NAME / VENDOR #	DESCRIPTION	INVOICE	PO #	PER/YEAR	CHECK AMOUNT / TRN AMOUNT
07/22/2011	746604	ACE ELECTRIC INC 40					110,821.66
205-3131-433.93-10	06/30/2011		WO0925 DOWNTWN SIGNAL	9/25187	276288	13/2011	31,663.34
205-3131-433.93-10	06/30/2011		WO0925 DOWNTWN SIGNAL	9/25187	276288	13/2011	79,158.32
07/22/2011	746612	AMERICAN ASSOC OF AIRPORT EXEC 123					3,900.00
561-7114-711.36-60	07/18/2011		INVOICE #484157	484157	F13135	01/2012	3,900.00
07/22/2011	746621	BILLINGS DEPOT INC 11948					25,333.34
660-3110-431.53-11	07/15/2011		RENT	82011	285729	01/2012	10,133.34
670-3141-489.53-11	07/15/2011		RENT	82011	285729	01/2012	15,200.00
07/22/2011	746627	BLACK BOX NETWORK SERVICES 19541					27,265.54
620-1911-482.53-70	06/30/2011		MISC SERVICES	2327365 2327377	284881	13/2011	13,429.00
606-1931-484.35-82	07/21/2011		MISC SERVICES	2327357-2327362	285938	01/2012	13,836.54
07/22/2011	746628	BOSS INC 19441					6,598.59
620-1911-482.53-15	07/14/2011		MISC SERVICES	AMNDSC1106020.	285751	01/2012	1,798.59
620-1911-482.53-70	06/30/2011		MISC SERVICES	DSCLIC1106021	285627	13/2011	4,800.00
07/22/2011	746631	BUSINESS TAX SECTION 2449					12,647.22
234-1340-465.72-91	07/18/2011		MISC SERVICES	PTI	285783	01/2012	466.03
205-3131-433.93-10	06/30/2011		WO0925 DOWNTWN SIGNAL	9/25187	276289	13/2011	799.58
210-3110-431.93-11	06/30/2011		WO0513 JACKSON ST SDWLKS	2	283737	13/2011	632.12
440-3165-431.93-11	06/30/2011		WO0513 JACKSON ST SDWLKS	2	283737	13/2011	345.14
205-3131-433.93-10	06/30/2011		WO0925 DOWNTWN SIGNAL	9/25187	276289	13/2011	319.83
513-0000-201.10-00	06/30/2011		WO 10-09 T-5 TRANSFRMR	RET RELEASE		13/2011	49.40
503-0000-201.10-00	06/30/2011		WO1011 WTP HIGH SERVICE	RET RELEASE		13/2011	420.51
406-7119-711.92-90	06/30/2011		MISC SERVICES	278674-9	278674	13/2011	7,406.45
414-1519-493.93-90	06/30/2011		PRIOR YEAR ENCUMBRANCES	1	284515	13/2011	392.25
234-1340-465.72-91	07/21/2011		PRIOR YEAR ENCUMBRANCES	072111	285760	01/2012	47.86
840-3184-431.36-60	07/21/2011		WO1114 HI-DITCH THSND OAK	1	285948	01/2012	118.90
416-7493-603.92-20	06/30/2011		WO0426 ZONE 4 RESERVOIR	21	267994	13/2011	635.03
503-7591-609.93-40	06/30/2011		WO1008 WTP CLEARWELL BAFL	5	281070	13/2011	1,014.12
07/22/2011	746634	CACHE VALLEY ELECTRIC 21126					4,641.71
620-1911-482.53-70	06/30/2011		MISC SERVICES	51-110887	284375	13/2011	4,641.71
07/22/2011	746645	COLSTRIP ELECTRIC INC 11663					4,881.17
513-0000-201.10-00	06/30/2011		WO 10-09 WWTP T-5 TRSFRMR	RET RELEASE		13/2011	4,881.17
07/22/2011	746648	COP CONSTRUCTION CO 865					100,398.37
503-7591-609.93-40	06/30/2011		WO1008 WTP CLEARWELL BFFL	5	281069	13/2011	100,398.37
07/22/2011	746650	CRETEX CONCRETE PRODUCTS WEST 17285					4,710.50
840-3184-431.22-90	07/21/2011		WO1114 HI-DITCH THSND OAK	INV#300	285946	01/2012	2,520.00
840-3184-431.22-90	07/21/2011		WO1114 HI-DITCH THSND OAK	301	285946	01/2012	2,190.50
07/22/2011	746651	CTA ARCHITECTS 920					8,618.50
563-7122-711.92-90	06/30/2011		MISC SERVICES	90076	282105	13/2011	8,618.50

CHECK DATE	CHECK NUMBER	VENDOR NAME / VENDOR #					CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR		TRN AMOUNT
07/22/2011	746657	DELL COMPUTER L P 13426					5,185.46
150-2158-421.38-70	06/30/2011	MISC SERVICES	XFD111CF6	285128	13/2011		1,325.26
10-1313-413.29-25	06/30/2011	MISC SERVICES	XFD59TWK6	285264	13/2011		1,997.51
10-1750-417.29-25	06/30/2011	MISC SERVICES	XFD683XP3	285446	13/2011		1,862.69
07/22/2011	746660	DIAL PRO NORTHWEST INC 15887					3,069.76
606-1931-484.35-82	07/18/2011	MISC SERVICES	13208	285800	01/2012		3,069.76
07/22/2011	746661	DIGITAL VIDEO SYSTEMS 18189					4,915.00
541-3123-435.29-20	07/15/2011	VIDEO CAMERA	4100	285770	01/2012		4,915.00
07/22/2011	746663	DUSTBUSTERS 15309					14,043.49
211-3132-433.45-30	07/18/2011	ROAD AND HIGHWAY MATERIAL	32012	285790	01/2012		14,043.49
07/22/2011	746674	GENERAL CONTRACTORS CONSTR 1415					38,832.94
414-1519-493.93-90	06/30/2011	PRIOR YEAR ENCUMBRANCES	PAYMENT1	284514	13/2011		38,832.94
07/22/2011	746675	GENERAL ELECTRIC CAPITAL CORP 19598					9,206.68
150-2150-421.61-00	07/20/2011	MISC SERVICES	INV	285886	01/2012		9,206.68
07/22/2011	746685	HDR INC 1544					22,345.58
502-7211-601.35-40	06/30/2011	DRINKING WTR SOURCE STUDY	35/305813-H	258046	13/2011		7,732.78
512-8211-621.35-40	06/30/2011	BILLINGS ISO EVALUATION	INV# 307704-H	285810	13/2011		1,351.49
502-7211-601.35-40	06/30/2011	WO0923 ELECTRIC MSTR PLAN	16/305811-H	269621	13/2011		200.26
512-8211-621.35-40	06/30/2011	WO0923 ELECTRIC MSTR PLAN	16/305811-H	269621	13/2011		200.26
503-7491-603.93-90	06/30/2011	WO1011 HIGH SRVC H2-1 PMP	16/305816-H	273326	13/2011		3,017.47
503-7591-609.93-40	06/30/2011	WO1012 BLGS LOW SRVC PUMP	12/305815-H	276189	13/2011		2,517.00
513-8491-623.93-90	06/30/2011	WO1029 WWTP W MECHANICAL	6/305818-H	280428	13/2011		7,326.32
07/22/2011	746689	ICL PERFORMANCE PRODUCTS LP 21257					3,552.00
150-2231-422.26-90	07/15/2011	FIRE/PHOS-CHEK WD881 FOAM	50209717 FOAM	284315	01/2012		3,552.00
07/22/2011	746690	INDUSTRIAL COMMUNICATIONS &ELE 1812					14,887.34
150-2150-421.29-25	06/30/2011	PRIOR YEAR ENCUMBRANCES	QCP	284390	13/2011		14,887.34
07/22/2011	746694	INGRAM BOOK COMPANY 1820					3,705.65
260-5519-455.33-33	07/15/2011	PUBLICATIONS/AUDIOVISUAL	59662419	285416	01/2012		6.57
260-5519-455.33-33	07/15/2011	PUBLICATIONS/AUDIOVISUAL	59662420	285416	01/2012		34.22
260-5519-455.33-33	07/15/2011	PUBLICATIONS/AUDIOVISUAL	59662421	285416	01/2012		4.79
260-5519-455.33-33	07/15/2011	PUBLICATIONS/AUDIOVISUAL	59662422	285416	01/2012		29.44
260-5519-455.33-33	07/15/2011	PUBLICATIONS/AUDIOVISUAL	59662423	285416	01/2012		16.49
260-5519-455.33-33	07/15/2011	PUBLICATIONS/AUDIOVISUAL	59680950	285416	01/2012		56.97
260-5519-455.33-33	07/15/2011	PUBLICATIONS/AUDIOVISUAL	59680951	285416	01/2012		27.59
260-5519-455.33-33	07/15/2011	PUBLICATIONS/AUDIOVISUAL	59680952	285416	01/2012		486.12
260-5519-455.33-33	07/15/2011	PUBLICATIONS/AUDIOVISUAL	59736906	285416	01/2012		237.42
260-5519-455.33-33	07/15/2011	PUBLICATIONS/AUDIOVISUAL	59752614	285416	01/2012		9.00
260-5519-455.33-33	07/15/2011	PUBLICATIONS/AUDIOVISUAL	59752615	285416	01/2012		9.58
260-5519-455.33-33	07/15/2011	PUBLICATIONS/AUDIOVISUAL	59752616	285416	01/2012		343.57
260-5519-455.33-33	07/15/2011	PUBLICATIONS/AUDIOVISUAL	59752617	285416	01/2012		14.74

CHECK DATE	CHECK NUMBER	VENDOR NAME / VENDOR #	DESCRIPTION	INVOICE	PO #	PER/YEAR	CHECK AMOUNT / TRN AMOUNT
ACCOUNT #	TRN DATE						
260-5519-455.33-33	07/15/2011		PUBLICATIONS/AUDIOVISUAL	59752618	285416	01/2012	91.35
260-5519-455.33-33	07/15/2011		PUBLICATIONS/AUDIOVISUAL	59752619	285416	01/2012	16.50
260-5519-455.33-33	07/15/2011		PUBLICATIONS/AUDIOVISUAL	59752620	285416	01/2012	10.61
260-5519-455.33-33	07/15/2011		PUBLICATIONS/AUDIOVISUAL	59752621	285416	01/2012	203.36
260-5519-455.33-33	07/15/2011		PUBLICATIONS/AUDIOVISUAL	59752622	285416	01/2012	15.34
260-5519-455.33-33	07/15/2011		PUBLICATIONS/AUDIOVISUAL	59752623	285416	01/2012	14.74
260-5519-455.33-33	07/15/2011		PUBLICATIONS/AUDIOVISUAL	59779949	285416	01/2012	31.37
260-5519-455.33-33	07/15/2011		PUBLICATIONS/AUDIOVISUAL	59853276	285416	01/2012	33.07
260-5519-455.33-33	07/15/2011		PUBLICATIONS/AUDIOVISUAL	59853277	285416	01/2012	28.32
260-5519-455.33-33	07/15/2011		PUBLICATIONS/AUDIOVISUAL	59853278	285416	01/2012	10.02
260-5519-455.33-33	07/15/2011		PUBLICATIONS/AUDIOVISUAL	59853279	285416	01/2012	373.78
260-5519-455.33-33	07/15/2011		PUBLICATIONS/AUDIOVISUAL	59853280	285416	01/2012	16.49
260-5519-455.33-33	07/15/2011		PUBLICATIONS/AUDIOVISUAL	59853281	285416	01/2012	71.82
260-5519-455.33-33	07/15/2011		PUBLICATIONS/AUDIOVISUAL	59853282	285416	01/2012	14.99
260-5519-455.33-33	07/15/2011		PUBLICATIONS/AUDIOVISUAL	59853283	285416	01/2012	42.99
260-5519-455.33-33	07/15/2011		PUBLICATIONS/AUDIOVISUAL	59853284	285416	01/2012	23.97
260-5519-455.33-33	07/15/2011		PUBLICATIONS/AUDIOVISUAL	59853285	285416	01/2012	41.30
260-5519-455.33-33	07/15/2011		PUBLICATIONS/AUDIOVISUAL	59853286	285416	01/2012	19.24
260-5519-455.33-33	07/15/2011		PUBLICATIONS/AUDIOVISUAL	59853287	285416	01/2012	8.97
260-5519-455.33-33	07/15/2011		PUBLICATIONS/AUDIOVISUAL	59884117	285416	01/2012	34.94
260-5519-455.33-33	07/15/2011		PUBLICATIONS/AUDIOVISUAL	59884118	285416	01/2012	8.99
260-5519-455.33-33	07/15/2011		PUBLICATIONS/AUDIOVISUAL	59884119	285416	01/2012	1,316.99
07/22/2011 746697	JACKSON CONTRACTOR GROUP INC	21359					733,238.58
406-7119-711.92-90	06/30/2011		MISC SERVICES	278672-9	278672	13/2011	733,238.58
07/22/2011 746704	KEMIRA WATER SOLUTIONS, INC	19163					74,176.57
502-0000-141.00-00	06/30/2011		WATER PARTS AND SUPPLIES	9017211574		13/2011	74,176.57
07/22/2011 746711	LAND DESIGN INC	15918					21,849.75
467-5163-452.93-10	07/20/2011		TASK 5 COMPLETED	YFP PAYMENT 3	284620	01/2012	21,849.75
07/22/2011 746712	LEO W O'BRIEN & CO, CPA'S	19950					2,550.00
10-1611-416.35-60	06/30/2011		MISC SERVICES	2991	285935	13/2011	2,550.00
07/22/2011 746715	LM EXCAVATING INC	21826					4,737.85
234-1340-465.72-91	07/21/2011		PRIOR YEAR ENCUMBRANCES	1	285761	01/2012	4,614.10
234-1340-465.72-91	07/21/2011		PRIOR YEAR ENCUMBRANCES	2	285761	01/2012	123.75
07/22/2011 746716	LOCAL 521	7898					41,625.00
150-2223-422.22-60	07/15/2011		FY2012/UNIFORM ALLOWANCE	CLOTHING 2012	285777	01/2012	1,875.00
150-2224-422.22-60	07/15/2011		FY2012/UNIFORM ALLOWANCE	CLOTHING 2012	285777	01/2012	375.00
150-2229-422.22-60	07/15/2011		FY2012/UNIFORM ALLOWANCE	CLOTHING 2012	285777	01/2012	39,375.00
07/22/2011 746721	MEADOW GREEN SALES	16857					20,033.33
640-5142-436.94-40	07/18/2011		WALKER UNIT#1926	1517	285816	01/2012	20,000.00
10-5142-436.23-30	06/30/2011		MOWER PARTS	1680	285813	13/2011	33.33
07/22/2011 746728	MONTANA DAKOTA UTILITIES CO	2492					3,052.57
502-7400-603.34-40	07/21/2011		PUD	05780623		01/2012	10.40

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			10-5126-451.34-40	07/21/2011	REC	05839223		01/2012	2,965.12	
			10-5122-451.34-40	07/21/2011	REC	05863221		01/2012	13.89	
			150-2221-422.34-40	07/21/2011	FIRE	06637925		01/2012	63.16	
07/22/2011	746729	MONTANA DEPARTMENT OF 17643								23,923.10
			541-3123-435.76-35	07/18/2011	LANDFILL LICENSE 113	SWP113-12	285794	01/2012	23,923.10	
07/22/2011	746730	MONTANA DEPT OF JUSTICE CJIN 2498								5,337.34
			225-2232-422.35-90	07/14/2011	CJIN:7/1/11-6/30/12 911	2012-10-25165	285720	01/2012	5,337.34	
07/22/2011	746732	MONTANA PETERBILT 20331								564,356.00
			541-3122-435.94-20	07/18/2011	3 FRONTLOAD TRUCKS	1144	279315	01/2012	564,356.00	
07/22/2011	746735	MONTANA STATE LIBRARY 2548								12,250.00
			260-5519-455.32-21	07/15/2011	ATTN: CAROL CHURCHILL MYM	PARMLY	F13131	01/2012	12,250.00	
07/22/2011	746737	MOODY'S INVESTORS SERVICE 8608								2,800.00
			561-7110-711.35-90	06/30/2011	INVOICE #F1800372-000	F1800372-000	F13160	13/2011	2,800.00	
07/22/2011	746738	MORRISON MAIERLE INC 2572								46,021.58
			406-7119-711.92-90	06/30/2011	MISC SERVICES	110798/99	277318	13/2011	44,099.14	
			513-8491-623.93-90	06/30/2011	WO0926 WWTP CLARIFIERS	10/110826	274059	13/2011	384.83	
			503-7591-609.93-40	06/30/2011	WO1008 WTP CLEARWELL CT	9/110825	274702	13/2011	1,537.61	
07/22/2011	746740	MOTOROLA 2586								15,986.88
			150-2227-422.24-81	06/30/2011	FIRE:1-7/VHF BASE RADIOS	13848160 FR1-7	284547	13/2011	15,986.88	
07/22/2011	746749	NORTHWESTERN ENERGY 15771								31,661.98
			571-7143-713.34-10	07/13/2011	ACCOUNT# 0100473-8	07012011	F13101	01/2012	2,706.82	
			10-5127-451.34-10	07/21/2011	NW PARK/REC/PL	07123870		01/2012	41.18	
			10-5122-451.34-10	07/21/2011	NW PARK/REC/PL	07125362		01/2012	193.96	
			10-5122-451.34-10	07/21/2011	NW PARK/REC/PL	07208184		01/2012	30.71	
			10-5126-451.34-10	07/21/2011	NW PARK/REC/PL	07208218		01/2012	1,971.81	
			502-7400-603.34-10	07/21/2011	NW PUD-WATER TREAT	07222649		01/2012	5,394.79	
			10-5112-452.34-10	07/21/2011	NW PARK/REC/PL	07222870		01/2012	749.26	
			502-7400-603.34-10	07/21/2011	NW PUD-WATER TREAT	07230402		01/2012	3,866.34	
			10-5112-452.34-10	07/21/2011	NW PARK/REC/PL	07230451		01/2012	572.15	
			502-7400-603.34-10	07/21/2011	NW PUD-WATER TREAT	07230592		01/2012	10.24	
			150-2221-422.34-10	07/21/2011	NW FIRE	08715468		01/2012	472.49	
			10-5112-452.34-10	07/21/2011	NW PARK/REC/PL	09254962		01/2012	362.77	
			650-1566-487.34-10	07/21/2011		09758087		01/2012	395.68	
			872-5198-452.34-10	07/21/2011	NW PARK/REC/PL	10458131		01/2012	21.48	
			502-7400-603.34-10	07/21/2011	NW PUD	11164522		01/2012	789.78	
			561-7117-711.34-10	07/21/2011	NW PUD	11389269		01/2012	58.55	
			650-1566-487.34-10	07/21/2011	ACCOUNTS PAYABLE	11608023		01/2012	1,120.59	
			650-1566-487.34-10	07/21/2011	ACCOUNTS PAYABLE	11608049		01/2012	2,766.25	
			650-1566-487.34-10	07/21/2011	NW	12693917		01/2012	4,110.52	
			211-3132-433.34-10	07/21/2011	STREETS/TRAFFIC	17403577		01/2012	.17	
			211-3132-433.34-10	07/21/2011	STREETS/TRAFFIC	17488966		01/2012	.37	
			10-5112-452.34-10	07/21/2011	PARKS	18366666		01/2012	37.20	

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE		PO #	PER/YEAR	TRN AMOUNT
561-7113-711.34-10	07/18/2011	1647695-4	071811		F13141	01/2012	17.84
561-7117-711.34-10	07/18/2011	1669567-8	071811		F13141	01/2012	954.79
561-7113-711.34-10	07/18/2011	0100483-7	071811		F13141	01/2012	1,729.82
561-7113-711.34-10	07/18/2011	0100484-5	071811		F13141	01/2012	2,093.46
561-7117-711.34-10	07/18/2011	1264299-7	071811		F13141	01/2012	592.69
561-7117-711.34-10	07/18/2011	1341288-7	071811		F13141	01/2012	292.81
561-7117-711.34-10	07/18/2011	1341289-5	071811		F13141	01/2012	29.35
561-7117-711.34-10	07/18/2011	1341291-1	071811		F13141	01/2012	53.27
561-7117-711.34-10	07/18/2011	1341295-2	071811		F13141	01/2012	224.84
07/22/2011 746759	NORTHWESTERN ENERGY	15784					140,104.58
211-3132-433.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE SIGNALS			01/2012	10,783.55
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE	0712544-6		01/2012	459.92
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE	0712545-3		01/2012	471.71
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE	0712546-1		01/2012	1,389.13
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE	0721276-4		01/2012	3,807.38
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE	0721277-2		01/2012	1,877.36
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE	0712553-7		01/2012	1,137.01
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE	0712554-5		01/2012	88.26
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE	0712556-0		01/2012	429.28
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE	0712557-8		01/2012	12,838.77
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE	0712558-6		01/2012	1,497.30
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE	0712559-4		01/2012	2,446.80
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE	0712560-2		01/2012	1,619.32
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE	0712561-0		01/2012	4,061.16
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE	0712562-8		01/2012	166.72
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE	0712563-6		01/2012	873.93
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE	0712564-4		01/2012	205.65
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE	0712565-1		01/2012	539.78
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE	0712566-9		01/2012	2,981.13
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE	0712567-7		01/2012	215.19
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE	0712568-5		01/2012	141.77
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE	0712570-1		01/2012	2,313.32
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE	0712571-9		01/2012	175.90
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE	0712572-7		01/2012	308.44
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE	0712573-5		01/2012	899.64
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE	0712574-3		01/2012	359.84
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE	0712575-0		01/2012	179.92
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE	0712576-8		01/2012	659.59
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE	0712577-6		01/2012	461.73
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE	0712578-4		01/2012	308.44
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE	0712579-2		01/2012	133.51
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE	0712580-0		01/2012	796.82
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE	0712581-8		01/2012	216.93
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE	0712582-6		01/2012	500.58
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE	0712583-4		01/2012	483.70
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE	0712584-2		01/2012	427.94
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE	0712585-9		01/2012	346.45
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE	0712586-7		01/2012	694.01
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE	0712587-5		01/2012	231.33

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712588-3		01/2012	537.12
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712589-1		01/2012	25.57
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712590-9		01/2012	439.73
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712591-7		01/2012	334.16
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712592-5		01/2012	433.05
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712593-3		01/2012	1,341.64
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712594-1		01/2012	703.57
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712595-8		01/2012	591.19
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712596-6		01/2012	4,024.25
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712597-4		01/2012	505.68
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712598-2		01/2012	1,143.30
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712599-0		01/2012	462.65
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712600-6		01/2012	857.44
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712601-4		01/2012	745.40
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712602-2		01/2012	1,014.83
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712603-0		01/2012	668.29
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712604-8		01/2012	989.37
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712605-5		01/2012	56.28
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712606-3		01/2012	608.00
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712607-1		01/2012	351.78
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712608-9		01/2012	822.51
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712609-7		01/2012	219.87
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712610-5		01/2012	527.67
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712611-3		01/2012	500.59
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712612-1		01/2012	1,099.32
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712613-9		01/2012	923.42
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712614-7		01/2012	307.80
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810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712617-0		01/2012	483.70
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712618-8		01/2012	329.80
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712619-6		01/2012	1,567.91
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712620-4		01/2012	549.65
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712621-2		01/2012	1,099.32
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712622-0		01/2012	351.78
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712623-8		01/2012	131.94
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712624-6		01/2012	568.75
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712625-3		01/2012	219.87
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712626-1		01/2012	263.83
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712627-9		01/2012	219.87
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712628-7		01/2012	1,143.30
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712629-5		01/2012	392.79
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712630-3		01/2012	285.82
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712631-1		01/2012	703.57
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712632-9		01/2012	235.36
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712633-7		01/2012	196.11
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712634-5		01/2012	63.04
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712635-2		01/2012	63.04
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712636-0		01/2012	109.94
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712637-8		01/2012	67.24

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT

ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712638-6		01/2012	461.73
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712639-4		01/2012	724.00
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712640-2		01/2012	16.82
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712641-0		01/2012	355.46
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712642-8		01/2012	32.17
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712643-6		01/2012	307.80
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712644-4		01/2012	351.78
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712645-1		01/2012	225.54
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712646-9		01/2012	505.68
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712647-7		01/2012	75.63
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712648-5		01/2012	42.04
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712649-3		01/2012	42.04
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712650-1		01/2012	25.22
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712651-9		01/2012	440.49
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712652-7		01/2012	131.94
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712653-5		01/2012	349.66
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712654-3		01/2012	205.77
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712655-0		01/2012	8.04
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712656-8		01/2012	66.40
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712657-6		01/2012	100.87
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712658-4		01/2012	1,689.72
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712659-2		01/2012	315.74
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712660-0		01/2012	270.19
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712661-8		01/2012	546.62
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712662-6		01/2012	745.40
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712663-4		01/2012	385.56
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712664-2		01/2012	899.63
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712665-9		01/2012	539.78
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712666-7		01/2012	2,339.01
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712667-5		01/2012	734.48
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712668-3		01/2012	432.84
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712669-1		01/2012	462.27
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712670-9		01/2012	147.08
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712671-7		01/2012	373.76
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712672-5		01/2012	13.75
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712673-3		01/2012	87.96
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712674-1		01/2012	353.02
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712675-8		01/2012	576.00
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712676-6		01/2012	77.11
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712677-4		01/2012	102.83
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712678-2		01/2012	79.92
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712679-0		01/2012	308.44
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712680-8		01/2012	1,074.72
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712681-6		01/2012	2,278.31
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0718734-7		01/2012	2,544.66
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 1301786-8		01/2012	11.83
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0719001-0		01/2012	178.85
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0718801-4		01/2012	3,652.59
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0719162-0		01/2012	514.08
810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0719644-7		01/2012	1,797.78

CHECK DATE	CHECK NUMBER	VENDOR NAME / VENDOR #	ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	CHECK AMOUNT
			810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0719763-5		01/2012	132.83	
			810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0720813-5		01/2012	128.91	
			810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0720360-7		01/2012	774.37	
			810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0720606-3		01/2012	2,425.01	
			810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 1301786-8		01/2012	10.91	
			810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0720810-1		01/2012	1,191.45	
			810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0720705-3		01/2012	462.65	
			810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0720937-2		01/2012	2,917.84	
			810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0720716-0		01/2012	815.93	
			810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0721427-3		01/2012	144.92	
			810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0721556-9		01/2012	325.45	
			810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0721684-9		01/2012	32.04	
			810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0833098-7		01/2012	68.65	
			810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0906944-4		01/2012	386.38	
			810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0995095-7		01/2012	928.12	
			810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0905005-5		01/2012	2,612.35	
			810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0926386-4		01/2012	187.43	
			810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0907926-0		01/2012	58.83	
			810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0961926-3		01/2012	419.66	
			810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 1058710-3		01/2012	767.37	
			810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 1087619-1		01/2012	205.93	
			810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 1124127-0		01/2012	57.09	
			810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 1045653-1		01/2012	637.40	
			810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 1079722-3		01/2012	327.68	
			810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 1172743-5		01/2012	334.32	
			810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 1206985-2		01/2012	314.75	
			810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 1296582-8		01/2012	220.90	
			810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 1246537-3		01/2012	79.25	
			810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 1303978-9		01/2012	1,659.56	
			810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 1685375-6		01/2012	309.42	
			810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 1433921-2		01/2012	90.70	
			810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 1481532-8		01/2012	565.47	
			810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 1481534-4		01/2012	219.87	
			810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 1481535-1		01/2012	439.73	
			810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 1481536-9		01/2012	102.83	
			810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 1481537-7		01/2012	1,182.19	
			810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 1481539-3		01/2012	197.86	
			810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 1481540-1		01/2012	175.90	
			810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 1662840-6		01/2012	374.45	
			810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 1687005-7		01/2012	1,670.74	
			810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 1607534-3		01/2012	153.42	
			810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 1695873-8		01/2012	662.18	
			810-3183-431.34-10	07/31/2011		NWE 1740353-6		01/2012	187.75	
			810-3183-431.34-10	07/31/2011	LIGHT MAINT TRANSFER	NWE 0712569-3		01/2012	48.69	
07/22/2011	746763	OSTERMILLER CONST 2839								97,023.89
			205-3131-433.93-10	07/19/2011	SID 1388 DOROTHY LANE	INV# 1110.12	285789	01/2012	275.00	
			210-3110-431.93-11	06/30/2011	WO0513 JACKSON ST SDWLKS	2	283736	13/2011	62,580.08	
			440-3165-431.93-11	06/30/2011	WO0513 JACKSON ST SDWLKS	2	283736	13/2011	34,168.81	
07/22/2011	746765	PACIFIC TECHNOLOGIES INC 21827								46,136.47
			234-1340-465.72-91	07/18/2011	MISC SERVICES	5285/5297	285782	01/2012	46,136.47	

CHECK DATE	CHECK NUMBER	VENDOR NAME / ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	CHECK AMOUNT / TRN AMOUNT
07/22/2011	746777	QWEST COMMUNICATIONS		18343				19,258.55
406-7119-711.92-90			06/30/2011	MISC SERVICES	A203463	283293	13/2011	4,574.36
406-7119-711.92-90			06/30/2011	MISC SERVICES	A201996	283294	13/2011	14,684.19
07/22/2011	746782	RJS SOFTWARE SYSTEMS INC		20036				2,564.70
502-7311-602.35-54			07/18/2011	MISC SERVICES	34200	285746	01/2012	60.00
512-8311-622.35-54			07/18/2011	MISC SERVICES	34200	285746	01/2012	60.00
620-1911-482.53-15			07/18/2011	MISC SERVICES	34200	285746	01/2012	2,444.70
07/22/2011	746791	STAR SERVICE INC		3553				104,498.21
503-0000-201.10-00			06/30/2011	WO1011 WTP HIGH SERVICE	RET RELEASE		13/2011	41,630.49
416-7493-603.92-20			06/30/2011	WO0426 ZONE 4 RESERVOIR	21	267993	13/2011	62,867.72
07/22/2011	746796	SYSCO FOOD SERVICES		8383				3,082.71
10-5126-451.22-30			07/15/2011	FOOD	107051096	285656	01/2012	898.26
10-5126-451.22-30			07/15/2011	FOOD	107081421	285656	01/2012	612.61
10-5126-451.22-30			07/15/2011	FOOD	107121272	285656	01/2012	853.74
10-5126-451.22-30			07/19/2011	FOOD FOR CONCESSIONS	107152751	285803	01/2012	718.10
07/22/2011	746804	TOWN & COUNTRY SUPPLY ASSOCIAT		18295				82,332.79
601-0000-141.00-00			07/18/2011	MP	85726		01/2012	13,046.16
601-0000-141.00-00			07/18/2011	MP	86122		01/2012	8,880.60
601-0000-141.71-41			07/18/2011	MP	86738		01/2012	6,673.07
10-5142-436.23-10			07/18/2011	DIESEL	85681	285815	01/2012	668.36
601-0000-141.00-00			07/19/2011	MP	86248		01/2012	11,332.80
561-7118-711.23-13			07/18/2011	INVOICE #86740	86740	F13134	01/2012	13,824.15
561-7118-711.23-13			07/18/2011	INVOICE #86094	86094/85727	F13142	01/2012	8,519.09
561-7118-711.23-13			07/18/2011	INVOICE #85727	86094/85727	F13142	01/2012	15,628.39
150-2226-422.23-10			07/21/2011	FIRE:1,3,5,6 - 7/13/11	86218 FIRE FUEL	285709	01/2012	3,760.17
07/22/2011	746810	UGRIN, ALEXANDER, ZADICK,& HIG		20866				9,861.47
10-1611-416.35-60			07/20/2011	CONS. SRVCS/WATTERS	16645	285884	01/2012	9,861.47
07/22/2011	746818	WESTERN MUNICIPAL CONSTRUCTION		11742				11,771.10
840-3184-431.36-60			07/21/2011	HI-DITCH THOUSAND OAKS	1	285947	01/2012	11,771.10

DATE RANGE TOTAL * 2,549,795.50 *

Consent 1. T. 2.

Regular City Council Meeting
Meeting Date: 08/22/2011
TITLE: Payment of Claims July 29, 2011.
PRESENTED BY: Pat M. Weber, Financial Manager
Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

Claims in the amount of $2,143,570.47 have been audited and are presented for your approval for payment. A complete listing of the claims dated July 29, 2011, is available in the Finance Department.

ALTERNATIVES ANALYZED

The Council may:

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

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends that Council approve Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

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
07/29/2011	747101	A+ ELECTRIC MOTOR REPAIR	14315				7,137.77
10-5112-452.36-90	07/27/2011	REPAIR PUMP	6017	286134	01/2012		6,764.27
10-5112-452.36-90	07/27/2011	MOTOR & PUMP REPAIR	6018	286134	01/2012		150.00
10-5112-452.39-90	07/27/2011	REBUILD PUMP	6025	286134	01/2012		223.50
07/29/2011	747102	A-1 LANDSCAPING & NURSERY	2				30,566.25
840-3184-431.93-10	06/30/2011	WO1024 RIMPOINT PARK	1	279884	13/2011		30,566.25
07/29/2011	747108	AG WEST	11186				31,426.00
211-3132-433.94-20	07/28/2011	MISC SERVICES	0337727-IN	284585	01/2012		23,569.50
211-3132-433.94-20	07/28/2011	MISC SERVICES	0338668-IN	284585	01/2012		7,856.50
07/29/2011	747109	ALFA LAVAL	15706				29,771.66
512-8400-623.24-50	07/19/2011	MISC SERVICES	10518842	284940	01/2012		29,771.66
07/29/2011	747114	AMERICAN ASSOC OF AIRPORT EXEC	123				4,800.00
561-7114-711.36-60	07/26/2011	INVOICE #485453	485453	F13176	01/2012		4,800.00
07/29/2011	747118	ARROW STRIPING & MANUFACTURING	9617				5,040.00
211-3132-433.23-40	07/22/2011	MISC SERVICES	22369	285793	01/2012		5,040.00
07/29/2011	747132	BILLINGS TOURISM	19895				2,708.28
779-1576-415.76-79	07/28/2011	MISC SERVICES	JULY11	286190	01/2012		2,708.28
07/29/2011	747135	BRUCO INC	581				12,643.38
502-7400-603.24-50	07/25/2011	MISC SERVICES	289477	286060	01/2012		17.38
562-7120-711.94-90	07/26/2011	MISC SERVICES	287742	284380	01/2012		12,626.00
07/29/2011	747137	BUSINESS TAX SECTION	2449				6,134.17
205-0000-201.10-00	06/30/2011	WO0821 LAKE ELMO	RET CORRECTION	274941	13/2011		2.64
205-3131-433.93-10	06/30/2011	WO0821 LAKE ELMO	RET CORRECTION		13/2011		2.64-
210-3110-431.93-11	06/30/2011	WO0821 LAKE ELMO	RET CORRECTION	285966	13/2011		.00
503-7591-609.93-40	07/26/2011	WO1101 REPLACEMENTS	1	284450	01/2012		461.72
840-3184-431.93-10	06/30/2011	WO1024 RIMPOINT PARK	1	279885	13/2011		308.75
503-7591-609.93-40	06/30/2011	WO1101 REPLACEMENTS	1	284450	13/2011		1,846.86
503-7591-609.93-40	06/30/2011	WO1101 REPLACEMENTS	1	284454	13/2011		2,554.27
205-3131-433.93-10	06/30/2011	WO0906 ONSTREET BIKELANES	2	276366	13/2011		45.56
210-3110-431.93-11	06/30/2011	WO0906 ONSTREET BIKELANES	2	276366	13/2011		293.91
405-7125-711.96-93	06/30/2011	MISC SERVICES	254934-1	284934	13/2011		591.95
405-7125-711.96-94	06/30/2011	MISC SERVICES	254934-1	284934	13/2011		31.15
07/29/2011	747140	CCSIU	18082				3,915.57
718-2160-421.79-10	07/28/2011	MISC SERVICES	BUY MONEY REIMB	286173	01/2012		3,915.57
07/29/2011	747145	COP CONSTRUCTION CO	865				228,549.84
503-7591-609.93-40	07/26/2011	WO1101 REPLACEMENTS	1	284449	01/2012		45,709.96
503-7591-609.93-40	06/30/2011	WO1101 REPLACEMENTS	1	284449	13/2011		182,839.88
07/29/2011	747150	CSG SYSTEMS INC	20870				12,345.75
502-7311-602.31-10	06/30/2011	MISC SERVICES	73714	285890	13/2011		5,419.78

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ACCOUNT #		TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
502-7311-602.31-11		06/30/2011	MISC SERVICES	73714	285890	13/2011	1,987.67
512-8311-622.31-10		06/30/2011	MISC SERVICES	73714	285890	13/2011	3,613.60
512-8311-622.31-11		06/30/2011	MISC SERVICES	73714	285890	13/2011	1,324.70
07/29/2011	747153	CUSTOM COMPUTER TECHNOLOGIES I	20567				2,542.00
251-2187-421.35-60		06/30/2011	DOUG OTTO COMPUTER	102002771	286143	13/2011	2,542.00
07/29/2011	747159	DEPT OF JUSTICE DCI	17163				8,407.19
252-2187-421.12-20		06/30/2011	MISC SERVICES	6/30/11 OT REIM	286006	13/2011	7,576.85
255-2146-421.12-20		06/30/2011	MAGNUSON OT-HIDTA QTR 2	HIDTA QTR 2 OT	286105	13/2011	830.34
07/29/2011	747160	DIALPRO NORTHWEST, INC	18434				3,069.76
606-1931-484.35-82		07/26/2011	MISC SERVICES	13211	286102	01/2012	3,069.76
07/29/2011	747161	DIXIE PETRO-CHEM	1055				8,378.25
502-0000-141.00-00		07/19/2011	WATER PARTS AND SUPPLIES	7270022411		01/2012	2,392.00
502-0000-141.00-00		07/19/2011	WATER PARTS AND SUPPLIES	7270022411		01/2012	2,392.00-
502-0000-141.00-00		07/20/2011	WATER PARTS AND SUPPLIES	7270022511		01/2012	2,392.00
10-5126-451.22-90		07/27/2011	CHLORINE	72700226-11	286081	01/2012	980.25
10-5126-451.22-90		07/28/2011	CHLORINE FOR POOLS	72700166-11		01/2012	1,633.75
10-5126-451.22-90		07/28/2011	CHLORINE FOR POOLS	72700167-11		01/2012	980.25
502-0000-141.00-00		07/28/2011	WATER PARTS AND SUPPLIES	7270017311		01/2012	2,392.00
07/29/2011	747164	DUSTBUSTERS	15309				13,015.97
211-3132-433.45-30		07/22/2011	ROAD AND HIGHWAY MATERIAL	32077	286023	01/2012	13,015.97
07/29/2011	747168	ELECTRONIC DATA SOLUTIONS	17117				4,210.00
620-1913-482.94-80		06/30/2011	MISC SERVICES	6838 CR 6969	285404	13/2011	4,210.00
07/29/2011	747177	FERGUSON ENTERPRISES INC	20100				4,387.21
502-0000-141.00-00		07/20/2011	SYSTEMS	0554059 0554059		01/2012	4,387.21
07/29/2011	747179	FIRST INTERSTATE BANK	1303				5,023.20
723-6595-465.62-00		07/28/2011	MISC SERVICES	1100216095	286183	01/2012	5,023.20
07/29/2011	747185	GILLIG CORPORATION	18154				3,579.01
601-0000-141.71-41		07/22/2011	MP	4734117		01/2012	1,204.61
601-0000-141.71-41		07/22/2011	MP	4735497		01/2012	302.47
601-0000-141.71-41		07/22/2011	MP	4736215		01/2012	652.62
571-7144-713.23-20		07/22/2011	MP	4734117	286020	01/2012	463.37
571-7144-713.23-20		07/22/2011	MP	4735819	286020	01/2012	545.97
571-7144-713.23-20		07/22/2011	MP	4735819	286020	01/2012	409.97
07/29/2011	747186	GRAINGER PARTS	16331				4,136.77
512-8400-623.24-50		07/19/2011	MISC SERVICES	9560888746	285830	01/2012	90.72
502-7400-603.24-50		07/19/2011	MISC SERVICES	9570065566	285830	01/2012	12.18
512-8400-623.23-60		07/19/2011	MISC SERVICES	9572146018	285830	01/2012	363.56
512-8400-623.23-60		07/19/2011	MISC SERVICES	9572146026	285830	01/2012	92.98
502-7400-603.24-50		07/19/2011	MISC SERVICES	9572146034	285830	01/2012	207.90
502-7400-603.24-50		07/19/2011	MISC SERVICES	9573256691	285830	01/2012	143.04

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			502-7400-603.24-50	07/19/2011	MISC SERVICES	9573256709	285830	01/2012	126.90
			512-8500-625.23-60	07/19/2011	MISC SERVICES	9574423134	285830	01/2012	106.25
			502-7400-603.24-50	07/19/2011	MISC SERVICES	9574423159	285830	01/2012	122.59
			502-0000-141.00-00	07/20/2011	WATER PARTS AND SUPPLIES	9567876496		01/2012	713.67
			502-7400-603.24-50	07/25/2011	MISC SERVICES	9580644772	286031	01/2012	53.52
			502-7500-609.24-10	07/25/2011	MISC SERVICES	9583492484	286031	01/2012	17.70
			502-7400-603.24-50	07/25/2011	MISC SERVICES	9583858429	286031	01/2012	111.65
			502-7400-603.24-50	07/25/2011	MISC SERVICES	9586526064	286031	01/2012	224.33
			502-7400-603.24-50	07/25/2011	MISC SERVICES	9586564719	286031	01/2012	190.38
			512-8400-623.24-50	07/25/2011	MISC SERVICES	9586564727	286031	01/2012	1,538.10
			541-3122-435.23-20	07/26/2011	MP	9583492476	286095	01/2012	21.30
07/29/2011	747190	GUARDIAN SECURITY INC 12486							5,796.00
			260-5512-455.35-74	07/15/2011	SECURITY SERVICES	995516	F13126	01/2012	5,796.00
			260-5512-455.35-74	07/21/2011	CANCEL FPO F13126	995516 CANCEL	F13170	01/2012	5,796.00-
			260-5512-455.35-74	06/30/2011	INVOICE 995516 PARMLY BIL	995516 PARMLY	F13171	13/2011	5,796.00
07/29/2011	747197	HDR INC 1544							23,738.27
			503-7491-603.93-90	06/30/2011	WO1108 WTP HSPS 2011 PUMP	2/305819-H	282927	13/2011	1,652.13
			416-7493-603.92-20	06/30/2011	WO0426 ZONE 4	305810-H	247294	13/2011	15,385.70
			421-8493-623.93-40	06/30/2011	WO0822 UV SYSTEM	29	263835	13/2011	6,700.44
07/29/2011	747199	HIGHMARK TRAFFIC SERVICES INC 21271							33,607.26
			205-3131-433.93-10	06/30/2011	WO0906 ONSTREET BIKELANES	2	276365	13/2011	4,510.10
			210-3110-431.93-11	06/30/2011	WO0906 ONSTREET BIKELANES	2	276365	13/2011	29,097.16
07/29/2011	747204	INTERMOUNTAIN TRAFFIC, LLC 18857							9,470.50
			211-3136-433.24-30	07/28/2011	ELECTRICAL EQUIP & SUPPLY	1587	275876	01/2012	9,470.50
07/29/2011	747205	INTERSTATE POWERSYSTEMS 17926							3,592.99
			512-8400-623.24-50	06/30/2011	MISC SERVICES	C008020419.01	285892	13/2011	1,301.93
			571-7144-713.23-20	07/22/2011	MP	18495.01	286013	01/2012	631.57
			571-7144-713.23-20	07/22/2011	MP	25129.01	286013	01/2012	1,659.49
07/29/2011	747206	ISTATE TRUCK CENTER 17585							459,305.33
			211-3132-433.94-20	07/22/2011	AUTO MAJOR TRANSPORTATION	V251000845	278890	01/2012	148,064.00
			211-3132-433.94-20	07/22/2011	AUTO MAJOR TRANSPORTATION	V251000846/7	279135	01/2012	311,128.00
			541-3122-435.23-20	07/26/2011	MP	90448-01	286096	01/2012	65.36
			211-3132-433.23-20	07/26/2011	MP	90047.01	286122	01/2012	47.97
07/29/2011	747212	JTL GROUP INC DBA KNIFE RIVER 2417							4,214.58
			502-7400-603.24-50	07/19/2011	MISC SERVICES	249155	285831	01/2012	334.00
			211-3132-433.45-20	07/22/2011	ROAD/HIGHWAY MATERIAL	249039	286026	01/2012	30.33
			211-3132-433.45-20	07/22/2011	ROAD/HIGHWAY MATERIAL	249083	286026	01/2012	59.98
			211-3132-433.47-10	07/22/2011	ROAD AND HIGHWAY MATERIAL	249094	286026	01/2012	352.80
			211-3132-433.45-20	07/22/2011	ROAD/HIGHWAY MATERIAL	249132	286026	01/2012	29.16
			211-3132-433.47-10	07/22/2011	ROAD AND HIGHWAY MATERIAL	249139	286026	01/2012	702.17
			211-3132-433.45-20	07/22/2011	ROAD/HIGHWAY MATERIAL	249410	286026	01/2012	61.00
			211-3132-433.47-10	07/22/2011	ROAD AND HIGHWAY MATERIAL	249417	286026	01/2012	489.02
			211-3132-433.45-20	07/22/2011	ROAD/HIGHWAY MATERIAL	249824	286026	01/2012	30.98

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211-3132-433.45-20	07/22/2011	ROAD/HIGHWAY MATERIAL	249844	286026	01/2012	58.32
211-3132-433.47-10	07/22/2011	ROAD AND HIGHWAY MATERIAL	249851	286026	01/2012	398.37
211-3132-433.47-10	07/22/2011	ROAD AND HIGHWAY MATERIAL	249914	286026	01/2012	785.47
211-3132-433.47-10	07/22/2011	ROAD AND HIGHWAY MATERIAL	250165	286026	01/2012	882.98
07/29/2011 747226	M R CONCRETE	17375				2,850.00
502-7500-609.36-80	07/19/2011	MISC SERVICES	3453	285881	01/2012	500.00
502-7500-609.36-80	07/19/2011	MISC SERVICES	3454	285881	01/2012	850.00
502-7500-609.36-80	07/19/2011	MISC SERVICES	3455	285881	01/2012	500.00
505-7515-609.36-71	07/19/2011	MISC SERVICES	3456	285881	01/2012	500.00
505-7515-609.36-71	07/19/2011	MISC SERVICES	3457	285881	01/2012	500.00
07/29/2011 747237	MIDLAND IMPLEMENT CO INC	2416				62,523.21
211-3132-433.94-20	07/22/2011	EQUIPMENT MAINT & REPAIR	631880001	284984	01/2012	16,130.00
502-7314-602.24-50	07/25/2011	MISC SERVICES	637193001	286055	01/2012	43.20
10-5111-452.94-40	06/30/2011	LAWN MOWER FOR PARK	6/15/11QUOTE	285348	13/2011	46,311.68
10-5112-452.23-20	07/28/2011	MP	637306001	286171	01/2012	38.33
07/29/2011 747244	MONTANA CONSERVATION CORPS INC	8574				4,000.00
10-5112-452.39-90	07/27/2011	DEBRIS REMOVAL	11E133	286139	01/2012	4,000.00
07/29/2011 747248	MONTANA DAKOTA UTILITIES CO	2492				3,889.32
561-7117-711.34-40	07/26/2011	073869 28	072611	F13175	01/2012	10.40
561-7117-711.34-40	07/26/2011	073858 25	072611	F13175	01/2012	27.82
502-7400-603.34-40	07/28/2011	PUD	07162021		01/2012	10.40
502-7400-603.34-40	07/28/2011	PUD	07342023		01/2012	22.05
502-7400-603.34-40	07/28/2011	PUD	07365822 50%		01/2012	6.25
502-7400-603.34-40	07/28/2011	PUD	07365822 50%		01/2012	6.24
561-7113-711.34-40	07/28/2011	AIRPORT	07385922		01/2012	80.58
561-7112-711.34-40	07/28/2011	AIRPORT	07387221		01/2012	802.42
561-7117-711.34-40	07/28/2011	AIRPORT	07388722		01/2012	138.41
561-7117-711.34-40	07/28/2011	AIRPORT	07388824		01/2012	10.40
512-8400-623.34-40	07/28/2011	PUD	07555321 25%		01/2012	304.94
512-8400-623.34-40	07/28/2011	PUD	07555321 50%		01/2012	609.88
512-8400-623.34-40	07/28/2011	PUD	07555321 25%		01/2012	304.94
10-5127-451.34-40	07/28/2011	REC	07586821		01/2012	34.80
650-1567-487.34-40	07/28/2011	FACILITIES	07610421		01/2012	54.80
260-5512-455.34-40	07/28/2011	LIBRARY	07617521		01/2012	45.04
521-1595-493.34-40	07/28/2011	PARKING 2906 N 3RD AVE	07624629		01/2012	15.29
521-1595-493.34-40	07/28/2011	PARKING 2910 N 3RD AVE	07624725		01/2012	10.40
521-1595-493.34-40	07/28/2011	PARK 1 LEASE	07624823		01/2012	10.40
571-7143-713.34-40	07/28/2011	TRANSIT	07647023		01/2012	346.04
150-2221-422.34-40	07/28/2011	FIRE	07676421		01/2012	59.67
150-2221-422.34-40	07/28/2011	FIRE	07935121		01/2012	65.25
541-3123-435.34-40	07/28/2011	SW	08073321		01/2012	15.29
502-7400-603.34-40	07/28/2011	PUD	31753602		01/2012	10.40
150-2171-441.34-40	07/28/2011	ANIMAL SHELTER	32062801		01/2012	273.57
650-1566-487.34-40	07/28/2011	ADMIN BUILDING	32577402		01/2012	169.76
650-1566-487.34-40	07/28/2011	EVIDENCE BUILDING	32629302		01/2012	10.40
650-1566-487.34-40	07/28/2011	PD1	32708002		01/2012	41.56

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		512-8500-625.34-40	07/28/2011	PUD	32739201		01/2012	22.75
		512-8500-625.34-40	07/28/2011	PUD LIFT STATION	33154101		01/2012	24.14
		521-1592-493.34-40	07/28/2011	PARK II	34941902		01/2012	14.58
		512-8500-625.34-40	07/28/2011	PUD	35059801		01/2012	26.94
		150-2221-422.34-40	07/28/2011	FIRE STATION #7	35322001		01/2012	63.16
		512-8500-625.34-40	07/28/2011	PUD LIFT STATION	36738301		01/2012	24.84
		660-3110-431.34-40	07/28/2011	2224 MONTANA AVE	37667401 40%		01/2012	27.49
		670-3141-489.34-40	07/28/2011	2224 MONTANA AVE	37667401 60%		01/2012	41.25
		10-5112-452.34-10	07/28/2011	VETRANS PARK	37741801		01/2012	15.97
		561-7113-711.34-40	07/28/2011		31454301		01/2012	10.40
		561-7113-711.34-40	07/28/2011		31454401		01/2012	10.40
		561-7113-711.34-40	07/28/2011		31454601		01/2012	22.05
		561-7113-711.34-40	07/28/2011		31454701		01/2012	39.47
		561-7113-711.34-40	07/28/2011		31454801		01/2012	25.73
		561-7113-711.34-40	07/28/2011		31454902		01/2012	22.75
07/29/2011	747252	MONTANA STATE FIREMAN'S ASSOC	20195					2,771.54
		900-0000-209.99-24	07/29/2011	PAYROLL SUMMARY	20110729		01/2012	2,771.54
07/29/2011	747255	MORRISON MAIERLE INC	2572					33,555.03
		405-7125-711.96-93	06/30/2011	MISC SERVICES	110800/801	282106	13/2011	24,515.56
		405-7125-711.96-93	06/30/2011	MISC SERVICES	110800/801	282106	13/2011	7,361.72
		405-7125-711.96-94	06/30/2011	MISC SERVICES	110800/801	282106	13/2011	1,290.29
		405-7125-711.96-94	06/30/2011	MISC SERVICES	110800/801	282106	13/2011	387.46
07/29/2011	747270	NORTHWESTERN ENERGY	15771					201,957.98
		502-7400-603.34-10	07/25/2011	MISC SERVICES	01004852 JUL11	286068	01/2012	902.33
		512-8400-623.34-10	07/25/2011	MISC SERVICES	01005917 JUL11	286068	01/2012	47,099.12
		502-7314-602.34-10	07/25/2011	MISC SERVICES	01006063 JUL11	286068	01/2012	4,368.76
		502-7400-603.34-10	07/25/2011	MISC SERVICES	01006063 JUL11	286068	01/2012	87,375.22
		502-7400-603.34-10	07/25/2011	MISC SERVICES	01006063 JUL11	286068	01/2012	23,300.06
		512-8314-622.34-10	07/25/2011	MISC SERVICES	01006063 JUL11	286068	01/2012	1,456.25
		512-8500-625.34-10	07/25/2011	MISC SERVICES	11759727 JUL11	286068	01/2012	146.59
		512-8500-625.34-10	07/25/2011	MISC SERVICES	17568932 JUL11	286068	01/2012	230.30
		502-7400-603.34-10	07/25/2011	MISC SERVICES	19059435 JUL11	286068	01/2012	6.75
		150-2221-422.34-10	07/27/2011	FIRE1:ELEC/34,240 KWH	0100476-1 11-07	285706	01/2012	3,095.07
		650-1567-487.34-10	07/28/2011	FACILITIES MANAGEMENT	01005073		01/2012	9,119.14
		150-2221-422.34-10	07/28/2011	NW FIRE	07125370		01/2012	464.40
		10-5122-451.34-10	07/28/2011	NW PARK/REC/PL	07126832		01/2012	93.02
		571-7148-713.34-10	07/28/2011	NW AVIATION/TRAN	07127640		01/2012	23.10
		561-7117-711.34-10	07/28/2011	NW AVIATION/TRAN	07127921		01/2012	356.52
		561-7117-711.34-10	07/28/2011	NW AVIATION/TRAN	07127996		01/2012	14.43
		561-7117-711.34-10	07/28/2011	NW AVIATION/TRAN	07128002		01/2012	1,321.73
		561-7113-711.34-10	07/28/2011	NW AVIATION/TRAN	07128093		01/2012	7.25
		561-7117-711.34-10	07/28/2011	NW AVIATION/TRAN	07128176		01/2012	11.37
		571-7143-713.34-10	07/28/2011	NW AVIATION/TRAN	07192255		01/2012	234.52
		561-7113-711.34-10	07/28/2011	NW AVIATION/TRAN	07196165		01/2012	57.37
		521-1595-493.34-10	07/28/2011	NW FINANCE	07208291		01/2012	322.85
		521-1592-493.34-10	07/28/2011	NW FINANCE	07208341		01/2012	3,097.12
		150-2221-422.34-10	07/28/2011	NW FIRE	07208408		01/2012	318.21

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT

ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
607-2235-486.34-10	07/28/2011	NW FIRE	07215809		01/2012	281.02
10-5112-452.34-10	07/28/2011	NW PARK/REC/PL	07222375		01/2012	13.10
10-5112-452.34-10	07/28/2011	NW PARK/REC/PL	07222474		01/2012	7.19
10-5112-452.34-10	07/28/2011	NW PARK/REC/PL	07222516		01/2012	216.16
502-7400-603.34-10	07/28/2011	NW PUD-WATER TREAT	07222524		01/2012	2,660.85
10-5112-452.34-10	07/28/2011	NW PARK/REC/PL	07222540		01/2012	.49
10-5112-452.34-10	07/28/2011	NW PARK/REC/PL	07222557		01/2012	89.12
10-5112-452.34-10	07/28/2011	NW PARK/REC/PL	07222573		01/2012	334.77
10-5112-452.34-10	07/28/2011	NW PARK/REC/PL	07222607		01/2012	217.25
10-5112-452.34-10	07/28/2011	NW PARK/REC/PL	07222615		01/2012	22.92
10-5112-452.34-10	07/28/2011	NW PARK/REC/PL	07222623		01/2012	46.91
10-5112-452.34-10	07/28/2011	NW PARK/REC/PL	07222631		01/2012	7.79
10-5112-452.34-10	07/28/2011	NW PARK/REC/PL	07222656		01/2012	74.84
10-5112-452.34-10	07/28/2011	NW PARK/REC/PL	07222664		01/2012	20.37
10-5112-452.34-10	07/28/2011	NW PARK/REC/PL	07222680		01/2012	4.54
10-5112-452.34-10	07/28/2011	NW PARK/REC/PL	07222698		01/2012	13.83
10-5112-452.34-10	07/28/2011	NW PARK/REC/PL	07222920		01/2012	11.44
10-5112-452.34-10	07/28/2011	NW PARK/REC/PL	07222938		01/2012	46.27
10-5112-452.34-10	07/28/2011	NW PARK/REC/PL	07229057		01/2012	9.27
10-5112-452.34-10	07/28/2011	NW PARK/REC/PL	07229339		01/2012	169.24
10-5112-452.34-10	07/28/2011	NW PARK/REC/PL	07230352		01/2012	228.77
10-5112-452.34-10	07/28/2011	NW PARK/REC/PL	07230360		01/2012	8.67
10-5112-452.34-10	07/28/2011	NW PARK/REC/PL	07230378		01/2012	181.76
10-5112-452.34-10	07/28/2011	NW PARK/REC/PL	07230386		01/2012	22.74
10-5112-452.34-10	07/28/2011	NW PARK/REC/PL	07230428		01/2012	36.60
502-7400-603.34-10	07/28/2011	NW PUD-WATER TREAT	07230436		01/2012	4,001.64
10-5112-452.34-10	07/28/2011	NW PARK/REC/PL	07230444		01/2012	413.35
10-5112-452.34-10	07/28/2011	NW PARK/REC/PL	07230485		01/2012	76.96
10-5112-452.34-10	07/28/2011	NW PARK/REC/PL	07230501		01/2012	308.70
10-5112-452.34-10	07/28/2011	NW PARK/REC/PL	07230519		01/2012	7.31
10-5112-452.34-10	07/28/2011	NW PARK/REC/PL	07230527		01/2012	23.32
10-5112-452.34-10	07/28/2011	NW PARK/REC/PL	07230543		01/2012	414.70
10-5112-452.34-10	07/28/2011	NW PARK/REC/PL	07230550		01/2012	7.29
10-5112-452.34-10	07/28/2011	NW PARK/REC/PL	07230568		01/2012	18.99
10-5112-452.34-10	07/28/2011	NW PARK/REC/PL	07230576		01/2012	7.18
10-5112-452.34-10	07/28/2011	NW PARK/REC/PL	07230584		01/2012	22.15
10-5112-452.34-10	07/28/2011	NW PARK/REC/PL	07230907		01/2012	9.10
10-5112-452.34-10	07/28/2011	NW PARK/REC/PL	07231624		01/2012	7.18
10-5112-452.34-10	07/28/2011	NW PARK/REC/PL	07231707		01/2012	1,935.67
10-5112-452.34-10	07/28/2011	NW PARK/REC/PL	07236441		01/2012	7.18
10-5112-452.34-10	07/28/2011	NW PARK/REC/PL	07236458		01/2012	7.70
260-5512-455.34-10	07/28/2011	NW LIBRARY	07244643		01/2012	90.26
10-5112-452.34-10	07/28/2011	NW PARK/REC/PL	07894371		01/2012	19.94
10-5112-452.34-10	07/28/2011	NW PARK/REC/PL	08317026		01/2012	7.30
211-3132-433.34-10	07/28/2011	NW PUBLIC WORKS	08554040		01/2012	9.11
872-5198-452.34-10	07/28/2011	NW PARK/REC/PL	10590933		01/2012	184.06
10-5112-452.34-10	07/28/2011	NW	15220957		01/2012	85.67
521-1592-493.34-10	07/28/2011	PARK 2 GARAGE	15942824		01/2012	1,478.46
571-7148-713.34-10	07/28/2011	MET DOWNTOWN TRANS CENTER	17847567		01/2012	122.89
660-3110-431.34-10	07/28/2011	PWA-DEPOT 2224 MONTANA	17413147 40%		01/2012	423.95

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
670-3141-489.34-10	07/28/2011	PWA-DEPOT 2224 MONTANA	17413147 60%		01/2012	635.93
521-1595-493.34-10	07/28/2011	PARK 1 LEASE SPACE	1381527-9		01/2012	63.89
521-1594-493.34-10	07/28/2011	PARK 4	1569619-8		01/2012	1,319.10
521-1591-493.34-10	07/28/2011	PARK 1	1569636-2		01/2012	1,838.39
521-1595-493.34-10	07/28/2011	PARK 1	1853486-7		01/2012	112.96
521-1595-493.34-10	07/28/2011	PARK 1 LEASE	1853491-7		01/2012	150.26
07/29/2011 747284	PUBLIC UTILITIES	5022				139,940.02
805-1570-425.53-50	07/28/2011	4430 HI-LINE DR	6712510003200		01/2012	126,284.45
512-8500-625.34-20	07/28/2011	4430 HI-LINE DR	671274846		01/2012	576.11
211-3132-433.34-20	07/28/2011	4430 HI-LINE DR	671294847		01/2012	160.16
512-8400-623.34-20	07/28/2011	PUD - WATER BILLS	187212152		01/2012	1,307.46
872-5198-452.34-20	07/28/2011	PUD - WATER BILLS	11498915890		01/2012	1,783.84
872-5198-452.34-20	07/28/2011	PUD - WATER BILLS	11498915891		01/2012	3,593.44
872-5198-452.34-20	07/28/2011	PUD - WATER BILLS	676333936 40%		01/2012	417.93
10-5112-452.34-20	07/28/2011	PUD - WATER BILLS	676333936 60%		01/2012	626.91
872-5198-452.34-20	07/28/2011	PUD - WATER BILLS	11828118660		01/2012	1,749.38
872-5198-452.34-20	07/28/2011	PARK FALCON RIDGE	13019519760		01/2012	1,266.82
872-5198-452.34-20	07/28/2011	PARK FALCON RIDGE	13019521993		01/2012	95.12
872-5198-452.34-20	07/28/2011	PARK COPPER RIDGE LOOP	13592326953		01/2012	464.28
872-5198-452.34-20	07/28/2011	PARKS	13592722571		01/2012	856.65
872-5198-452.34-20	07/28/2011	PARK AMELIA CIR	13592526964		01/2012	192.91
872-5198-452.34-20	07/28/2011	2100 CANYON DR SP/IR	490833852		01/2012	184.39
872-5198-452.34-20	07/28/2011	ASPEN GROV PK-393 32 WEST	8934540476600		01/2012	329.16
295-6698-463.72-75	07/28/2011	COM DEV 1128 LYNN AVE	9731511377600		01/2012	51.01
07/29/2011 747286	QWEST COMMUNICATIONS	6319				10,921.01
225-2232-422.34-50	07/21/2011	QWEST JULY 2011 3RD PAY	252-1190		01/2012	7,048.84
521-1592-493.34-50	07/21/2011	QWEST JULY 2011 3RD PAY	252-2041		01/2012	43.12
561-7110-711.34-50	07/21/2011	QWEST JULY 2011 3RD PAY	252-9412		01/2012	86.24
10-5112-452.34-50	07/21/2011	QWEST JULY 2011 3RD PAY	652-5507		01/2012	44.13
211-3132-433.34-50	07/21/2011	QWEST JULY 2011 3RD PAY	652-8104		01/2012	29.30
10-5121-451.34-50	07/21/2011	QWEST JULY 2011 3RD PAY	652-8403		01/2012	35.30
10-5112-452.34-50	07/21/2011	QWEST JULY 2011 3RD PAY	657-3014		01/2012	28.50
606-1931-484.34-50	07/21/2011	QWEST JULY 2011 3RD PAY	657-8377		01/2012	3,562.46
10-5140-436.34-50	07/21/2011	QWEST JULY 2011 3RD PAY	652-0269		01/2012	43.12
07/29/2011 747294	RIMROCK FOUNDATION	3210				2,813.25
246-1253-412.35-90	06/30/2011	EOY-BAMDC SERVICES-JUNE11	2011-13	286014	13/2011	2,813.25
07/29/2011 747295	RIVERSIDE SAND & GRAVEL INC	19447				61,686.45
205-0000-201.10-00	06/30/2011	WO0821 LAKE ELMO	RET CORRECTION	274940	13/2011	261.17
205-3131-433.93-10	06/30/2011	WO0821 LAKE ELMO	RET CORRECTION		13/2011	261.17-
210-3110-431.93-11	06/30/2011	WO0821 LAKE ELMO	RET CORRECTION	285965	13/2011	.00
405-7125-711.96-93	06/30/2011	MISC SERVICES	584931-1	284931	13/2011	58,602.12
405-7125-711.96-94	06/30/2011	MISC SERVICES	584931-1	284931	13/2011	3,084.33
07/29/2011 747296	ROCKY MOUNTAIN TURF & INDUS	12337				3,237.01
10-5112-452.23-20	07/26/2011	MP	Q38333	286093	01/2012	3,150.59
10-5112-452.23-20	07/26/2011	MP	Q38333	286093	01/2012	86.42

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR		TRN AMOUNT
07/29/2011	747297	RON HILL	9991383				6,790.47
459-3161-431.78-20	07/28/2011	Ron Hill Cash Contributio	RON HILL CONTRI		13/2011		6,790.47
07/29/2011	747298	RON HILL	9991389				10,367.88
463-3161-431.78-20	07/28/2011	RON HILL CASH CONTRIB REF	RON HILL CONTRI		01/2012		10,367.88
07/29/2011	747300	SANDERSON STEWART	20446				29,117.26
503-7591-609.93-40	06/30/2011	WO1101 REPLACEMENTS	32647	279237	13/2011		29,117.26
07/29/2011	747315	STOCKMAN BANK	15350				5,023.20
723-6595-465.62-00	07/28/2011	MISC SERVICES	4040156102	286188	01/2012		5,023.20
07/29/2011	747317	SUNSET EXCAVATION	11477				10,200.00
505-7515-609.36-71	07/19/2011	MISC SERVICES	159624	285853	01/2012		725.00
505-7515-609.36-71	07/19/2011	MISC SERVICES	159625	285853	01/2012		550.00
505-7515-609.36-71	07/19/2011	MISC SERVICES	159626	285853	01/2012		625.00
505-7515-609.36-71	07/19/2011	MISC SERVICES	159627	285853	01/2012		4,500.00
505-7515-609.36-71	07/25/2011	MISC SERVICES	159628	286067	01/2012		3,800.00
07/29/2011	747322	TITAN MACHINERY INC	20569				4,150.57
512-8500-625.23-20	07/20/2011	NONSTOCKING ITEMS-P.U.D.	1C08294 QC01710	285916	01/2012		515.47
211-3132-433.23-20	07/25/2011	MP	IC08494	286077	01/2012		2,544.25
211-3132-433.23-20	07/25/2011	MP	IC08646	286077	01/2012		962.48
211-3132-433.23-20	07/25/2011	MP	IC08646	286077	01/2012		83.70
211-3132-433.23-20	07/27/2011	MP	1C08576A	286145	01/2012		44.67
07/29/2011	747323	TOWN & COUNTRY SUPPLY ASSOCIAT	18295				129,550.09
502-0000-141.00-00	07/20/2011	WATER PARTS AND SUPPLIES	86739		01/2012		19,972.53
502-0000-141.00-00	07/20/2011	WATER PARTS AND SUPPLIES	86733		01/2012		16,971.60
502-0000-141.00-00	07/20/2011	WATER PARTS AND SUPPLIES	85547 85625 212		01/2012		1,249.66
601-0000-141.00-00	07/25/2011	MP	85747		01/2012		9,219.00
601-0000-141.00-00	07/25/2011	MP	85747-A		01/2012		18,434.93
601-0000-141.00-00	07/25/2011	MP	286041		01/2012		14,250.37
150-2226-422.23-10	07/26/2011	FIRE 1&2:FUEL 7/22/2011	76412 FIRE 1&2	285709	01/2012		3,460.73
561-7118-711.23-13	07/26/2011	INVOICE #85745	85745/85730	F13178	01/2012		13,990.40
561-7118-711.23-13	07/26/2011	INVOICE #85730	85745/85730	F13178	01/2012		10,763.10
601-0000-141.71-41	07/27/2011	MP	86135		01/2012		21,237.77
07/29/2011	747329	US BANK-REVOLVING LOAN FUND	16715				5,023.20
723-6595-465.62-00	07/28/2011	MISC SERVICES	537240497587	286186	01/2012		5,023.20
07/29/2011	747336	VERIZON WIRELESS	14490				19,465.08
571-7147-713.31-60	07/21/2011	ACCOUNT# 770599076-00001	0992879696	F13166	01/2012		173.62
150-2170-441.34-50	07/26/2011	VERIZON WSCA JULY 2011	AN SHELTER MDT		01/2012		215.05
717-2166-421.34-50	07/26/2011	VERIZON WSCA JULY 2011	CCSIU CELL/PTT		01/2012		247.86
717-2166-421.34-50	07/26/2011	VERIZON WSCA JULY 2011	CCSIU AIR CARD		01/2012		43.01
717-2166-421.34-50	07/26/2011	VERIZON WSCA JULY 2011	CCSIU RAVEN		01/2012		86.02
150-2221-422.34-50	07/26/2011	VERIZON WSCA JULY 2011	FIRE MIFI		01/2012		43.01
150-2221-422.34-50	07/26/2011	VERIZON WSCA JULY 2011	FIRE MDT		01/2012		688.16

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
620-1911-482.34-50	07/26/2011	VERIZON WSCA JULY 2011	ITD AIR CARD		01/2012	86.02
260-5517-455.34-50	07/26/2011	VERIZON WSCA JULY 2011	LIBRARYOUTREACH		01/2012	129.03
150-2111-421.34-50	07/26/2011	VERIZON WSCA JULY 2011	MDT TOUGHBOOK		01/2012	3,539.34
150-2111-421.34-50	07/26/2011	VERIZON WSCA JULY 2011	POLICE ICAC		01/2012	43.01
150-2111-421.34-50	07/26/2011	VERIZON WSCA JULY 2011	POLICE USM MDT		01/2012	165.94
10-5112-452.34-50	07/26/2011	VERIZON WSCA JULY 2011	PARKS PMD AIR		01/2012	43.05
209-4451-428.34-50	07/26/2011	VERIZON WSCA JULY 2011	BUILDING AIR		01/2012	344.08
670-3141-489.34-50	07/26/2011	VERIZON WSCA JULY 2011	ENG AIR CARD		01/2012	43.13
502-7500-609.34-50	07/26/2011	VERIZON WSCA JULY 2011	PUD AIR CARD60%		01/2012	25.80
512-8500-625.34-50	07/26/2011	VERIZON WSCA JULY 2011	PUD AIR CARD40%		01/2012	17.21
561-7110-711.34-50	07/26/2011	VERIZON JULY 2011	AIRPORT		01/2012	589.45
150-2170-441.34-50	07/26/2011	VERIZON JULY 2011	ANIMAL SHELTER		01/2012	144.50
717-2166-421.34-50	07/26/2011	VERIZON JULY 2011	CCSIU		01/2012	85.48
10-1611-416.34-50	07/26/2011	VERIZON JULY 2011	LEGAL		01/2012	33.00
150-2225-422.34-50	07/26/2011	VERIZON JULY 2011	COMM CENTER 911		01/2012	52.04
650-1565-487.34-50	07/26/2011	VERIZON JULY 2011	FACILITIES BOC		01/2012	64.16
650-1567-487.34-50	07/26/2011	VERIZON JULY 2011	FACILITIES CH		01/2012	83.51
10-1512-415.34-50	07/26/2011	VERIZON JULY 2011	FINANCE PAT		01/2012	72.56
150-2221-422.34-50	07/26/2011	VERIZON JULY 2011	FIRE DEPT		01/2012	575.82
10-1750-417.34-50	07/26/2011	VERIZON JULY 2011	HUMAN RESOURCES		01/2012	58.66
620-1913-482.34-50	07/26/2011	VERIZON JULY 2011	ITD GIS		01/2012	13.01
620-1911-482.34-50	07/26/2011	VERIZON JULY 2011	ITD		01/2012	99.62
260-5517-455.34-50	07/26/2011	VERIZON JULY 2011	LIBRARYOUTREACH		01/2012	26.02
260-5512-455.34-50	07/26/2011	VERIZON JULY 2011	LIBRARY		01/2012	159.09
10-1100-411.34-50	07/26/2011	VERIZON JULY 2011	MAYOR		01/2012	42.62
601-1550-481.34-50	07/26/2011	VERIZON JULY 2011	MOTOR POOL		01/2012	53.65
10-1220-412.34-50	07/26/2011	VERIZON JULY 2011	DRUG COURT		01/2012	67.91
10-1212-412.34-50	07/26/2011	VERIZON JULY 2011	MUNI JUDGE		01/2012	63.80
240-4301-419.34-50	07/26/2011	VERIZON JULY 2011	PLANNING		01/2012	13.01
150-2111-421.34-50	07/26/2011	VERIZON JULY 2011	POLICE		01/2012	2,122.75
251-2187-421.34-50	07/26/2011	VERIZON JULY 2011	POLICE FORENSIC		01/2012	69.40
249-2196-421.34-50	07/26/2011	VERIZON JULY 2011	698 1391 DV		01/2012	22.61
521-1521-493.34-50	07/26/2011	VERIZON JULY 2011	PARKING		01/2012	142.45-
10-5110-453.34-50	07/26/2011	VERIZON JULY 2011	PRPL ADM		01/2012	64.01
10-5121-451.34-50	07/26/2011	VERIZON JULY 2011	PRPL-RECREATION		01/2012	91.76
10-5140-436.34-50	07/26/2011	VERIZON JULY 2011	CEMETERY		01/2012	46.07
10-5112-452.34-50	07/26/2011	VERIZON JULY 2011	PARKS PMD		01/2012	43.55
10-5112-452.34-50	07/26/2011	VERIZON JULY 2011	PARKS		01/2012	1,708.82
10-5112-452.34-50	07/26/2011	VERIZON JULY 2011	PARKS IRRIGTION		01/2012	217.65
10-1543-415.34-50	07/26/2011	VERIZON JULY 2011	PURCHASING		01/2012	83.91
660-3110-431.34-50	07/26/2011	VERIZON JULY 2011	PW ADM		01/2012	111.05
209-4451-428.34-50	07/26/2011	VERIZON JULY 2011	BUILDING		01/2012	159.87
670-3141-489.34-50	07/26/2011	VERIZON JULY 2011	ENGINEERING		01/2012	433.33
541-3121-435.34-50	07/26/2011	VERIZON JULY 2011	SOLID WASTE		01/2012	46.13
211-3132-433.34-50	07/26/2011	VERIZON JULY 2011	STREET/TRAFFIC		01/2012	360.25
541-3123-435.34-50	07/26/2011	VERIZON JULY 2011	SW ON CALL		01/2012	93.73
502-7500-609.34-50	07/26/2011	VERIZON JULY 2011	DIST & COLL 60%		01/2012	644.58
512-8500-625.34-50	07/26/2011	VERIZON JULY 2011	DIST & COLL 40%		01/2012	429.72
502-7700-611.34-50	07/26/2011	VERIZON JULY 2011	PUD ENVIRN 1/2		01/2012	19.18
512-8700-628.34-50	07/26/2011	VERIZON JULY 2011	PUD ENVIRN 1/2		01/2012	19.18

CHECK DATE	CHECK NUMBER	VENDOR NAME / VENDOR #	DESCRIPTION	INVOICE	PO #	PER/YEAR	CHECK AMOUNT / TRN AMOUNT
ACCOUNT #	TRN DATE						
502-7400-603.34-50	07/26/2011		VERIZON JULY 2011	WATER TREATMENT		01/2012	789.84
502-7312-602.34-50	07/26/2011		VERIZON JULY 2011	PWBLKNP MTRSHOP		01/2012	486.20
502-7311-602.34-50	07/26/2011		VERIZON JULY 2011	PWBLKNP OFF 60%		01/2012	69.04
512-8311-622.34-50	07/26/2011		VERIZON JULY 2011	PWBLKNP OFF 40%		01/2012	46.04
502-7314-602.34-50	07/26/2011		VERIZON JULY 2011	PWBLKNP STOR75%		01/2012	86.42
512-8314-622.34-50	07/26/2011		VERIZON JULY 2011	PWBLKNP STOR25%		01/2012	28.81
512-8400-623.34-50	07/26/2011		VERIZON JULY 2011	WASTEWATER TREA		01/2012	1,380.54
606-1931-484.34-50	07/26/2011		VERIZON JULY 2011	TELECOMM SYS		01/2012	270.00
571-7142-713.31-60	07/26/2011		VERIZON JULY 2011	ON-CALL MET		01/2012	95.34
571-7141-713.34-50	07/26/2011		VERIZON JULY 2011	MET TRANSIT		01/2012	24.30
10-4321-419.34-50	07/26/2011		VERIZON JULY 2011	CODE ENFORCEMT		01/2012	149.20
150-2111-421.34-50	07/26/2011		VERIZON JULY 2011	POLICE RESOURCE		01/2012	947.74
10-5121-451.34-50	07/26/2011		VERIZON JULY 2011	PRPL-SEASONAL		01/2012	215.26
07/29/2011 747338		WASTEQUIP/MAY MANUFACTURING 15484					24,600.00
541-3122-435.42-70	07/22/2011		8 EACH, 3,4,6,8 FRONTLOAD	7112547/7112577	284624	01/2012	24,600.00
07/29/2011 747339		WATER RESEARCH FOUNDATION 20638					16,156.00
502-7211-601.33-50	07/25/2011		MISC SERVICES	RF2011-0003824	286048	01/2012	16,156.00
07/29/2011 747343		WELLS FARGO BANK-LOAN PAYMENT 16716					5,023.20
723-6595-465.62-00	07/28/2011		MISC SERVICES	1609108243	286185	01/2012	5,023.20
07/29/2011 747344		WESCO DISTRIBUTION INC 9656					6,963.96
502-7400-603.23-60	07/19/2011		MISC SERVICES	712571	285838	01/2012	349.52
502-7400-603.23-60	07/19/2011		MISC SERVICES	714706	285838	01/2012	398.60
502-7400-603.23-60	07/19/2011		MISC SERVICES	715677	285838	01/2012	147.80
502-7400-603.23-60	07/19/2011		MISC SERVICES	715679	285838	01/2012	592.48
502-7400-603.23-60	07/25/2011		MISC SERVICES	716856	286042	01/2012	253.98
502-7400-603.23-60	07/25/2011		MISC SERVICES	719117	286042	01/2012	378.79
502-7400-603.23-60	07/25/2011		MISC SERVICES	720381	286042	01/2012	2,296.38
502-7400-603.23-60	07/25/2011		MISC SERVICES	721734	286042	01/2012	1,278.76
502-7400-603.23-60	07/25/2011		MISC SERVICES	722628	286042	01/2012	292.96
502-7400-603.23-60	07/25/2011		MISC SERVICES	722976	286042	01/2012	872.64
502-7400-603.23-60	07/25/2011		MISC SERVICES	722978	286042	01/2012	102.05
07/29/2011 747346		WESTERN MUNICIPAL CONSTRUCTION 11742					252,872.53
503-7591-609.93-40	06/30/2011		WO1101 REPLACEMENTS	1	284453	13/2011	252,872.53
07/29/2011 747347		WESTERN SECURITY BANK 16462					5,023.20
723-6595-465.62-00	07/28/2011		MISC SERVICES	2157001592	286182	01/2012	5,023.20
07/29/2011 747356		YELLOWSTONE COUNTY SHERIFFS 6218					6,156.19
255-2146-421.12-20	06/30/2011		BENJAMIN & KORB OT REIMB	HIDA QTR 2 OT	286106	13/2011	5,706.19
150-2115-421.38-22	07/27/2011		SWAT RANGE USE	2NDQTR11RANGEFE	F13199	01/2012	75.00
150-2140-421.22-70	07/27/2011		NEW OFFICER & QUAL RANGE	2NDQTR11RANGEFE	F13199	01/2012	200.00
150-2140-421.38-22	07/27/2011		BIKE PATROL CLASS RANGE U	2NDQTR11RANGEFE	F13199	01/2012	25.00
150-2140-421.38-22	07/27/2011		PATROL RIFLE RANGE USE	2NDQTR11RANGEFE	F13199	01/2012	150.00
07/29/2011 747357		YELLOWSTONE VALLEY ELEC 4174					4,654.23
502-7400-603.34-10	07/25/2011		MISC SERVICES	4179006 JUL11	286049	01/2012	2,176.52

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR		TRN AMOUNT
512-8400-623.34-10	07/25/2011	MISC SERVICES	4179006 JUL11	286049	01/2012		59.02
512-8400-623.34-10	07/25/2011	MISC SERVICES	4179008 JUL11	286049	01/2012		1,857.23
512-8500-625.34-10	07/25/2011	MISC SERVICES	4179008 JUL11	286049	01/2012		157.99
512-8500-625.34-10	07/25/2011	MISC SERVICES	4179010 JUL11	286049	01/2012		128.29
512-8500-625.34-10	07/25/2011	MISC SERVICES	4179011 JUL11	286049	01/2012		19.00
512-8500-625.34-10	07/25/2011	MISC SERVICES	4179015 JUL11	286049	01/2012		256.18

DATE RANGE TOTAL * 2,042,794.84 *

Regular City Council Meeting
Meeting Date: 08/22/2011
TITLE: Resolution Approving Channel 7 PEG Fee
PRESENTED BY: Tina Volek
Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

At the Aug. 1, 2011, work session, the Community 7 Television Board submitted a letter asking the City Council to adopt a 25-cent public education and government (PEG) fee per subscriber per month to Bresnan to support the public television station. The PEG fee was authorized as part of an October 2010 agreement in which the Council approved the transfer of a non-exclusive franchise in Billings from Bresnan Broadband Holdings LLC to BBHI Holdings LLC after the two companies merged.

The transfer agreement requires the City to adopt a fee by a separate resolution on or after March 1, 2011. The charge may be passed through to subscribers as PEG fee at the cable company's option. If it is approved no later than Sept. 1, 2011, Bresnan is required to provide transport to support transmissions in multiple formats, including high definition, to and from both the City' and the Yellowstone County Courthouse PEG playback/control center.

A resolution approving the fee is attached. It requires a simple majority majority vote of the Council for approval.

ALTERNATIVES ANALYZED

The Council may:

- Approve the resolution;
- Postpone the resolution; or
- Deny the resolution.

FINANCIAL IMPACT

The fee would have no direct impact on the City, but would produce about $80,000 a year in extra revenue for Community 7. Community 7 Executive Director Lynne Turner-Fitzgerald presented information on the intended uses of the funds to the Council at the work session.

RECOMMENDATION

The staff recommends approval of the resolution.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution

RESOLUTION NO. 11-____

A RESOLUTION OF THE BILLINGS, MONTANA, CITY COUNCIL, APPROVING A 25-CENT PER MONTH PER SUBSCRIBER PEG FEE TO BE PAID BY BRESNAN COMMUNICATIONS TO SUPPORT CHANNEL 7 OPERATIONS

WHEREAS, on October 25, 2010, the City Council of Billings, Montana, approved Resolution No. 10-19015, which approved an agreement that transfers control of a non-exclusive cable television franchise in the City of Billings from Bresnan Broadband Holdings, LLC, to BBHI Holdings, LLC (the "franchisee"); and

WHEREAS, Section 2.6, PEG Support Payments, of the Transfer Agreement requires the franchisee to pay a sum equal to 25 cents per month per subscriber for the remaining term of the franchise, provided the City adopts a separate resolution authorizing such a fee on or after March 1, 2011; and

WHEREAS, the same section allows that charge to be passed through to subscribers as a PEG fee at the franchisee's option; and

WHEREAS, Section 2.7 Channel 7, of the Transfer Agreement further provides that, if the PEG fee is adopted no later than September 1, 2011, the franchisee shall, at no cost to the City, provide transport to support transmissions in multiple formats, including high definition, to and from the City to the City's PEG playback/control center, and from the Yellowstone County Courthouse to the PEG playback/control center; and

WHEREAS, the Billings Community Cable Corporation Board of Directors has petitioned the City Council of Billings, Montana, to adopt a resolution requiring the PEG fee payment in addition to any portion of the franchise fee that is collected by the City of Billings and passed on to the Billings Community Cable Corporation; and

WHEREAS, the City Council of Billings, Montana, after due and careful consideration, has agreed to require such a PEG fee;

NOW, THEREFORE, THE CITY COUNCIL OF BILLINGS, MONTANA, DOES HEREBY RESOLVE that the franchisee shall pay a PEG fee equivalent to 25 cents per month per subscriber to the City of Billings, effective Dec. 1. 2011; and

THE CITY COUNCIL OF BILLINGS, MONTANA, FURTHER RESOLVES that the PEG fee proceeds shall be passed forward to the Billings Community Cable Corporation for the purpose of providing information from and about the City of Billings to subscribers.

APPROVED AND PASSED BY THE BILLINGS CITY COUNCIL THIS 22 DAY OF AUGUST, 2011.

BY:

_____

Thomas W. Hanel, Mayor

ATTEST:

_____

Cari Martin, City Clerk

Regular City Council Meeting
Meeting Date: 08/22/2011
TITLE: Public Hearing and Resolution for Setting Mill Levy Rates
PRESENTED BY: Patrick M. Weber, Financial Services Director
Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

This resolution establishes the city property tax mill levy rates for the Public Safety Fund (50.75 mills), General Obligation Debt Service Parks (.89 mills), General Obligation Debt Service Streets (2.17 mills), and General Obligation Debt Service Series A Baseball Stadium (5.15 mills) and General Obligation Debt Service Series B Baseball Stadium (.77 mills) for the 2011 tax year. These levies are based on the certified taxable valuation from the Montana Department of Revenue.

The total mill levy rate for tax year 2011 will be 168.73, which is 2.69 mills less than tax year 2010. This decrease in the total mill levy rate is due to the increase in Certified Taxable Value.

ALTERNATIVES ANALYZED

The Council must hold a public hearing and then may:

- Approve the resolution; or
- Not approve the resolution.

FINANCIAL IMPACT

Applied to a $200,000 home, the 168.73 mills would result in a City property tax of about $457 for 2011 compared to $465 for 2010.

RECOMMENDATION

Staff recommends that the City Council hold the public hearing and approve the resolution setting the mill levy rates for tax year 2011.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution Setting Mill Levy Rates

RESOLUTION 11-_____

A RESOLUTION ESTABLISHING THE MILL LEVIES FOR PUBLIC SAFETY, GENERAL OBLIGATION DEBT FOR PARKS, STREET, AND BASEBALL STADIUM DEBT SERVICE FOR TAX YEAR 2011.

WHEREAS, pursuant to law, the City of Billings is required to make annual mill levies.

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

1. That a Public Safety Mill Levy, which voters approved in November of 2004 in the amount of $8.2 million (50.75 mills), is hereby imposed on all taxable property within the City of Billings, Montana, for the Fiscal Year **July 1, 2011 through June 30, 2012**.

2. That additional Mill Levies in the amounts stated are hereby imposed on all taxable property within the City of Billings, Montana, to provide payment for the following:

   A. .89 mills-General Obligation Debt Service Parks
   B. 2.17 mills-General Obligation Debt Service Streets
   C. 5.15 mills-General Obligation Debt Service Baseball Stadium Series A
   D. .77 mills-General Obligation Debt Service Baseball Stadium Series B

3. That when said taxes are collected, the same shall be placed in respective funds for the City and expended pursuant to the annual budget.

4. This Resolution shall be effective upon adoption.

ADOPTED and APPROVED by the City Council on the **22nd day of August, 2011**

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Cari Martin, CITY CLERK

Regular 4.

Regular City Council Meeting
Meeting Date: 08/22/2011
TITLE: Sale of Parkland in Twin Oaks Subdivision
PRESENTED BY: Mike Whitaker
Department: Parks/Rec/Public Lands

PROBLEM/ISSUE STATEMENT

On April 28, 2008 Twin Oaks Subdivision First Filing was approved by Council. With that approval, all of the developer's parkland dedication requirement was deeded to the City. Currently the subdivider is working to develop the Twin Oaks 2nd Filing. Due to decreased desirability of linear parkland that is not part of the greater Billings area trail system for both the City parks and Recreation Department and the future homeowners, as well as due to the redesign of the Shaw Circle street layout, the subdivider has proposed to re-assume that linear park area with one exception, as part of the salable lot area within Twin Oaks 2nd Filing.

The one exception will be a through block connection providing access to existing developed parkland. This connection will be improved by the subdivider during phase II of this development. There are three properties to be considered for sale to The Oakland Companies (subdivider) and described as Parcel A, 1.012 acres, Parcel B, .122 acres, and Parcel C, .11 acres (see Exhibits A and B).

Selling the property provides the City of Billings an opportunity to dispose of excess property and place the property on on the tax rolls. PRPL recommends that the City revert ownership of the three parcels totaling 1.25 acres of park property to the subdivider following the City's land vacation policy. This policy requires the subdivider to pay the fair market value of the vacated land in cash and/or parkland improvements. The subdivider has provided an appraisal by a 3rd party licensed appraiser and has arrived at a value of $3,000.00. PRPL recommends the City re-convey these dedicated park lands to the subdivider in consideration of a cash payment for the appraised value.

ALTERNATIVES ANALYZED

The following alternatives were analyzed: 1. Proceed with the sale of the three properties to The Oakland Companies (subdivider) for the appraised value of $3,000.00. 2. Do not approve the sale of the three properties.

FINANCIAL IMPACT

The City will receive $3,000.00 as proceeds from the sale of these three properties. The money will go to account number 771-5165-382.67-40 Sale of Parkland and can be used for park improvements such as replacement of water slide flumes at Rose Park Pool.

RECOMMENDATION

Staff recommends proceeding with the sale of these three properties to the Oakland Companies for the appraised value of $3,000.00.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution
Exhibit A
Exhibit B

RESOLUTION 11-_____

A RESOLUTION PURSUANT TO BILLINGS, MONTANA CITY CODE, ARTICLE 22-900; SALE, DISPOSAL, OR LEASE OF CITY PROPERTY, DESCRIBING THE PROPERTY TO BE DISPOSED, DECLARING THE INTENT OF THE CITY TO DISPOSE OF THE PROPERTY AND AUTHORIZING CITY OFFICIALS TO PROCEED.

WHEREAS, the City of Billings finds it necessary or desirable to dispose of three properties it currently owns, located within the undeveloped area of the Twin Oakes Subdivision, Billings, Yellowstone County, Montana, and herein described as Parcel A, Parcel B and Parcel C.

WHEREAS, the notice required by Section 22-902 of the Billings Montana City Code has been duly published and mailed; and

WHEREAS, the public hearing required by Section 22-902 of the Billings Montana City Code was duly held on the 22nd day of August 2011;

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

That the City staff is authorized to proceed with disposal of the three properties described as follows under the requirements of Section 2-902 of the Billings Montana City Code:

Parcel A:

Beginning at the northwest corner of Lot 2, Block 1, Twin Oaks Subdivision, according to the official plat on file and of record in the office of the Clerk and Recorder of Yellowstone County, under Document No. 3464652, thence S49°01'14"W, 82.25 feet; thence S31°42'55"W, 74.92 feet; thence S20°00'00"W, 157.35 feet; thence S49°00'00"W, 103.71 feet; thence S47°13'43"W, 60.21 feet; thence S34°18'19"W, 82.71 feet; thence S14°00'00"W, 97.05 feet; thence S52°00'00"E, 87.58 feet; thence N53°48'02"E, 99.43 feet; thence along a curve to the left with a radius of 76.00 feet for a length of 24.03 feet (Chord Bearing S47°46'55"E, Chord Length 23.93 feet); thence S26°40'30"W, 95.77 feet; thence N52°00'00"W, 46.52 feet; thence S34°51'41"W, 15.02 feet; thence S52°00'00"E, 26.88 feet; thence S45°23'42"W, 166.05 feet; thence along a curve to the left with a radius of 205.00 feet for a length of 20.00 feet (Chord Bearing N51°03'31"W, Chord Length 19.99 feet); thence N33°29'38"E, 164.85 feet; thence N52°00'00"W, 127.79 feet; thence S78°00'00"W, 91.06 feet; thence S72°32'48"W, 64.35 feet; thence N4°00'00"W, 17.47 feet; thence N55°09'33"E, 305.67 feet; thence N38°35'47"E, 74.48 feet; thence N24°37'58"E, 108.14 feet; thence N30°49'13"E, 75.82 feet; thence N41°32'33"E, 171.84 feet; thence N9°49'13"E, 17.35 feet; thence N89°00'00"E, 44.96 feet to the point of beginning and containing 1.018 acres.

Parcel B:

Starting at the center of Shaw Circle cul-de-sac, Twin Oaks Subdivision, according to the official plat on file and of record in the office of the Clerk and Recorder of Yellowstone County,

under Document No. 3464652, thence N22°54’27”E, 66.44 feet to the point of beginning; thence along a curve to the right with a radius of 1.5 feet for a length of 1.70 feet (Chord Bearing S33°38’10”E, Chord Length 1.61 feet); thence along a curve to the left with a radius of 126.00 feet for a length of 46.32 feet (Chord Bearing S11°42’32”E, Chord Length 46.05); thence along a curve to the right with a radius of 39.00 feet for a length of 182.85 feet (Chord Bearing N67°55’26”W, Chord Length 55.81); thence along a curve to the left with a radius of 156.00 feet for a length of 47.37 feet (Chord Bearing N57°41’33”E, Chord Length 47.19 feet); thence a long a curve to the right with a radius of 1.5 feet for a length of 1.7 feet (Chord Bearing N81°26’59”E, Chord Length 1.61 feet) to the point of beginning and containing 0.122 acres.

Parcel C:

Beginning at the southwest corner of Lot 8, Block 3, Twin Oaks Subdivision, according to the official plat on file and of record in the office of the Clerk and Recorder of Yellowstone County, under Document No. 3464652, thence S0°27’09”W, 28.06 feet; thence N89°32’51”W, 376.16 feet; thence N66°00’00”E, 59.97 feet; thence S83°00’00”E, 125.7 feet; thence S88°00’00”E, 165.88 feet; thence N54°54’54”E, 37.94 feet to the point of beginning and containing 0.110 acres.

See map attached as Exhibit A.

Staff is further directed to apply the proceeds of this sale to expenses incurred to develop or maintain High Sierra Park land now owned by the City of Billings.

APPROVED AND PASSED by the City Council of the City of Billings this 22nd day of August 2011.

THE CITY OF BILLINGS:

By: _____
Thomas Hanel, Mayor

ATTEST:

BY: _____
Cari Martin, City Clerk

EXHIBIT A
TWIN OAKS SUBDIVISION

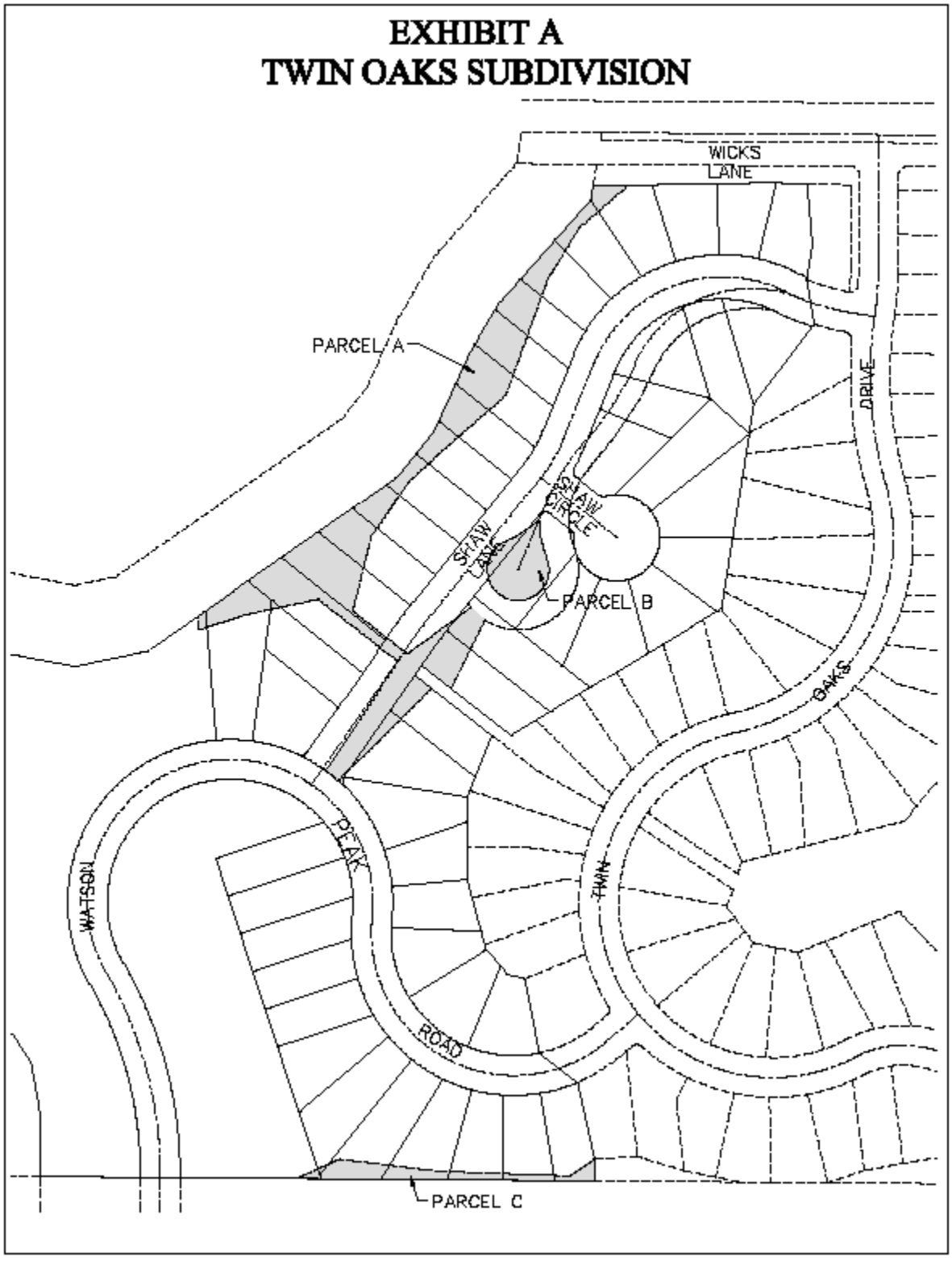

EXHIBIT A
TWIN OAKS SUBDIVISION

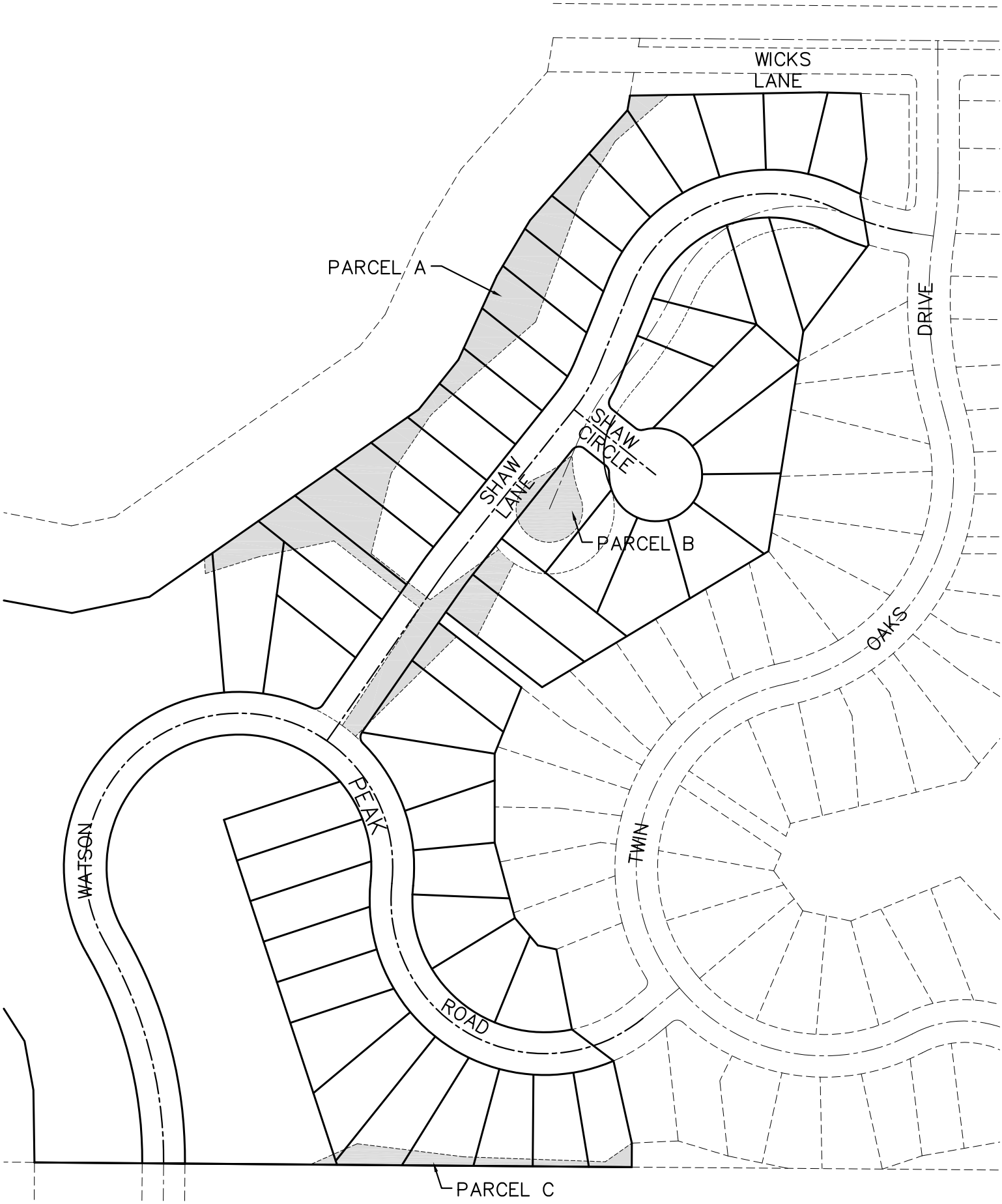

Exhibit B

Parcel A:

Beginning at the northwest corner of Lot 2, Block 1, Twin Oaks Subdivision, according to the official plat on file and of record in the office of the Clerk and Recorder of Yellowstone County, under Document No. 3464652, thence S49°01’14”W, 82.25 feet; thence S31°42’55”W, 74.92 feet; thence S20°00’00”W, 157.35 feet; thence S49°00’00”W, 103.71 feet; thence S47°13’43”W, 60.21 feet; thence S34°18’19”W, 82.71 feet; thence S14°00’00”W, 97.05 feet; thence S52°00’00”E, 87.58 feet; thence N53°48’02”E, 99.43 feet; thence along a curve to the left with a radius of 76.00 feet for a length of 24.03 feet (Chord Bearing S47°46’55”E, Chord Length 23.93 feet); thence S26°40’30”W, 95.77 feet; thence N52°00’00”W, 46.52 feet; thence S34°51’41”W, 15.02 feet; thence S52°00’00”E, 26.88 feet; thence S45°23’42”W, 166.05 feet; thence along a curve to the left with a radius of 205.00 feet for a length of 20.00 feet (Chord Bearing N51°03’31”W, Chord Length 19.99 feet); thence N33°29’38”E, 164.85 feet; thence N52°00’00”W, 127.79 feet; thence S78°00’00”W, 91.06 feet; thence S72°32’48”W, 64.35 feet; thence N4°00’00”W, 17.47 feet; thence N55°09’33”E, 305.67 feet; thence N38°35’47”E, 74.48 feet; thence N24°37’58”E, 108.14 feet; thence N30°49’13”E, 75.82 feet; thence N41°32’33”E, 171.84 feet; thence N9°49’13”E, 17.35 feet; thence N89°00’00”E, 44.96 feet to the point of beginning and containing 1.018 acres.

Parcel B:

Starting at the center of Shaw Circle cul-de-sac, Twin Oaks Subdivision, according to the official plat on file and of record in the office of the Clerk and Recorder of Yellowstone County, under Document No. 3464652, thence N22°54’27”E, 66.44 feet to the point of beginning; thence along a curve to the right with a radius of 1.5 feet for a length of 1.70 feet (Chord Bearing S33°38’10”E, Chord Length 1.61 feet); thence along a curve to the left with a radius of 126.00 feet for a length of 46.32 feet (Chord Bearing S11°42’32”E, Chord Length 46.05); thence along a curve to the right with a radius of 39.00 feet for a length of 182.85 feet (Chord Bearing N67°55’26”W, Chord Length 55.81); thence along a curve to the left with a radius of 156.00 feet for a length of 47.37 feet (Chord Bearing N57°41’33”E, Chord Length 47.19 feet); thence a long a curve to the right with a radius of 1.5 feet for a length of 1.7 feet (Chord Bearing N81°26’59”E, Chord Length 1.61 feet) to the point of beginning and containing 0.122 acres.

Parcel C:

Beginning at the southwest corner of Lot 8, Block 3, Twin Oaks Subdivision, according to the official plat on file and of record in the office of the Clerk and Recorder of Yellowstone County, under Document No. 3464652, thence S0°27’09”W, 28.06 feet; thence N89°32’51”W, 376.16 feet; thence N66°00’00”E, 59.97 feet; thence S83°00’00”E, 125.7 feet; thence S88°00’00”E, 165.88 feet; thence N54°54’54”E, 37.94 feet to the point of beginning and containing 0.110 acres.

Regular City Council Meeting

Meeting Date: 08/22/2011

TITLE: Public Hearing and Resolution to Adopt a Complete Streets Policy for the City of Billings

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

The Healthy By Design Advisory Committee is presenting the City Council with a resolution to adopt a Complete Streets Policy for the City of Billings. The Healthy By Design Advisory Committee (see Participant List attached) is part of the Healthy By Design Initiative organized by an affiliated partnership of the Chief Executive Officers from Billings Clinic, St. Vincent Healthcare, and RiverStone Health. In 2009, the Healthy By Design Advisory Committee identified the adoption of a Complete Streets policy for the City of Billings as a primary goal. The benefits of a Complete Streets policy include improved community health, economics, safety, connectivity and overall quality of life.

In April 2010, Healthy By Design hosted a Complete Streets Workshop for key stakeholders in the community, including the Mayor and City Council. As a follow-up to this workshop, Healthy By Design invited stakeholders back for a meeting in October 2010 and an Ad Hoc Committee was formed to develop a Resolution. The Committee is made up of representatives from the Chamber of Commerce, RiverStone Health, Billings Clinic, City-County Planning Division, City Public Works, MET Transit, McCall Development, Sanderson Stewart, Billings Association of Realtors, and the City Council.

The Ad Hoc Committee developed the attached resolution and policy between January and March, 2011, while simultaneously conducting educational presentations to various community groups (see Participant List attached). On April 7th, a public meeting was conducted and the resolution was made available for public comment. Comments were solicited from participants at the meeting, in writing, or via email. All comments received were reviewed by the Ad Hoc Committee and the revised resolution was presented at the July 18th City Council work session. Letters of support for the resolution are attached and include the Chamber of Commerce, Big Sky Economic Development, RiverStone Board of Health, Bicycle and Pedestrian Advisory Committee, Traffic Control Board, and the Yellowstone County Board of Planning.

ALTERNATIVES ANALYZED

The City Council must hold the advertised public hearing and then may:
1. Adopt the Resolution and Complete Street Policy;
2. Adopt the Resolution and Complete Street Policy with modifications;
3. Not adopt the Resolution and Complete Street Policy; or
4. Postpone action on the Resolution and Complete Street Policy to a date certain.

FINANCIAL IMPACT

There should be no direct financial impact from the adoption of the resolution and policy. This policy will guide the design and development of future new and retrofit street projects in the City of Billings. Funding sources for those projects will be identified and approved by the City at the time projects are considered.

RECOMMENDATION

Healthy By Design Advisory Committee and the Ad Hoc Committee recommend that the City Council conduct a public hearing, approve the Resolution, and adopt the Complete Streets Policy as presented in this memo.

APPROVED BY CITY ADMINISTRATOR

Attachments

Complete Street Resolution and Policy

Complete Streets Letters of Support

Participant List

RESOLUTION NO. 11- _____

A RESOLUTION OF THE CITY OF BILLINGS
TO ADOPT A COMPLETE STREETS POLICY

WHEREAS**,** in enacting this resolution, it is the intent of the City Council to encourage healthy, active living; reduce traffic congestion; and improve the safety and quality of life of Billings residents by providing safe, convenient, and comfortable routes for walking, bicycling, and public transportation; and

WHEREAS, the promotion of transportation improvements that are planned, designed and constructed to encourage walking, bicycling, and transit use increase the general safety, health and overall welfare of the citizens of and visitors to the City of Billings; and

WHEREAS, the Billings Urban Area Long-Range Transportation Plan 2009 Update states, as one of its Guiding Principles, "the City will develop a complete streets policy which will design and operate to enable safe access for all users including pedestrians, bicyclists, motorists, and transit riders of all ages and abilities to safely move along and across a complete street"; and

WHEREAS, the 2010 Community Investment Plan: City of Billings City Council and Staff Strategic Priorities identifies one of its goals to be the "development of a comprehensive, multi-modal transportation system" and includes "complete streets" as a priority; and

WHEREAS, 72.9% of residents are overweight or obese according to the 2010 Yellowstone County Community Health Assessment; and

WHEREAS, only 47.2% of residents meet nationally recognized physical activity recommendations according to the 2010 Yellowstone County Community Health Assessment; and

WHEREAS, Section 61-8-602 of the Montana Code Annotated (MCA) makes bicycle riders rightful road users, and Section 61-8-501, MCA, recognizes pedestrians as rightful road users; and

WHEREAS, the health, safety and welfare of the citizens of and visitors to the City of Billings will be enhanced by the adoption of a policy that promotes a complete transportation system that meets the needs and expectations of all transportation users; and

WHEREAS, the City Council of the City of Billings desires to establish a clear policy ensuring the needs of adjacent land users and all transportation users, including but not limited to pedestrians, bicyclists, transit users, people with disabilities, the elderly, emergency responders, motorists, and freight providers are considered.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL that the City of Billings adopt the following Complete Streets Policy.

COMPLETE STREETS POLICY

A complete street is comprised of many different elements that are tailored to fit the needs of Users. A complete street can vary considerably in context from rural to urban applications and the needs of Users.

1. DEFINITIONS. The following words and phrases, whenever used in this Policy shall have the meanings defined in this section unless the context clearly requires otherwise:

(a) "Complete Streets Infrastructure" means design features that contribute to a safe, convenient, or comfortable travel experience for users, including but not limited to features such as: sidewalks; shared-use paths; bicycle lanes; shared roadways; bicycle boulevards; automobile lanes; paved shoulders; street trees and landscaping; planting strips; curbs; accessible curb ramps; bulb outs; crosswalks; refuge islands; traffic signals, including pedestrian countdown signals, accessible pedestrian signals and pedestrian hybrid beacons; signage; street furniture; bicycle parking facilities; public transportation stops and facilities; transit priority signalization; traffic calming devices such as roundabouts/rotary circles, speed humps, and surface treatments such as paving blocks, textured or colored asphalt, and concrete; narrow vehicle lanes; raised medians; dedicated transit lanes; and those features identified in the Billings Area Bikeway and Trail Master Plan, and the Manual on Uniform Traffic Control Devices.

(b) "Street" means any road, public or private, open to the use of the public for vehicular travel, as well as bridges, tunnels, underpasses, overpasses and any other similar portions of the roadway network.

(c) "Street Project" means the construction, reconstruction, retrofit, maintenance, alteration, or repair of any Street, and includes the planning, design, approval, and implementation processes. "Street Project" does not include minor routine upkeep such as cleaning, sweeping, mowing, spot repair, or interim measures on detour routes.

(d) "Multi-modal Transportation Network" means all facilities, vehicles and devices designed to facilitate the mobility of people.

(e) "Users" are individuals who use the Multi-modal Transportation Network. Categories of Users include pedestrians; bicyclists; motor vehicle drivers; public transportation riders and people of all ages and abilities.

2. IMPLEMENTATION

(a) The City of Billings shall consider every Street Project an opportunity to incorporate the principles of Complete Streets.

(b) The City of Billings shall work in coordination with other organizations, agencies, and jurisdictions to achieve a safe, convenient and connected Complete Streets Infrastructure within the Multi-modal Transportation Network.

(c) This policy shall guide the City in the development of plans, design standards, procedures, rules, regulations, guidelines, programs, templates, and design manuals. As practicable, these documents and tools will be updated to reflect this Complete Streets Policy.

(d) The City will provide periodic training on how to integrate, accommodate, and balance the needs of each category of User. Training will be available to City staff, private industry, other jurisdictions, and community members.

3. DATA COLLECTION AND PROGRESS REPORTING

(a) The City will periodically collect, review and report performance data and benchmark measurements to demonstrate the effectiveness of the policy. This information could include: number of projects completed, number of projects incorporating complete streets infrastructure, actual infrastructure added, number of transit and non-motorized users, community attitudes and perceptions, and safety and health indicators.

(b) Existing advisory boards and committees such as the Technical Advisory Committee, the Traffic Control Board, the Bicycle and Pedestrian Advisory Committee, the Aviation and Transit Board, Public Works Board, Yellowstone County Board of Health and the Yellowstone County Board of Planning are

encouraged to provide ongoing feedback and act as conduit for public participation on the implementation of Complete Streets practices.

4. EXCEPTIONS. Exceptions to implementation of this policy may be considered.

(a) In considering all exceptions, alternatives shall be explored such as the use of the revised travel lane configurations, paved shoulders, signage, traffic calming, education or enforcement to accommodate pedestrians, cyclists, transit and persons with disabilities.

(b) In considering all exceptions, future project phasing and improvements should address how complete streets principles will be accommodated.

(c) Exceptions shall consider the multi-modal transportation network in the immediate vicinity.

(d) When exceptions occur, alternatives and accommodations shall be documented.

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

THE CITY OF BILLINGS:

BY: _____

Thomas W. Hanel, MAYOR

ATTEST:

BY: _____

CITY CLERK

Bicycle Pedestrian Advisory Committee

City of Billings & Yellowstone County

June 9, 2011

Dear Billings Mayor and City Council Members,

Please accept this letter on behalf of the Bike and Pedestrian Advisory Committee for the City of Billings and Yellowstone County supporting the passage of A Resolution of the City of Billings to Adopt a Complete Streets Policy.

The goals of the Bike and Pedestrian advisory Committee clearly align with the development of a Complete Streets Policy. With the passage of this resolution, Billings can join other communities around the country that have realized the importance of encouraging safe and healthy active living. The city can improve the quality of life of Billing's residents by providing safe, convenient, and comfortable modes of transportation for all users.

The Bike and Pedestrian Advisory Committee's goal is to create an environment in which all members of the community can easily access all transportation modes in their everyday lives. We believe that improving opportunities for walking and biking will make Billings and Yellowstone County a more desirable place to live as we work together to provide more transportation options that are more economical, that will reduce vehicular traffic congestion in and around our city, and that will provide for a more sustainable mode choice as we plan for the many short trips our community can make by foot or bike.

We strongly support the passage of A Resolution to Adopt a Complete Streets Policy. A Complete Streets Policy is consistent with our goal of making Yellowstone County and the City of Billings a safer place to travel by foot and bike.

Sincerely,

Kathy Aragon

Kathy Aragon
Chair, Bike and Pedestrian Advisory Committee

Committee Members: Jim Collins, Chris Cook
Doug Enderson, Brent Roberts,
Deidre Schafnitz, Don Vanica

May 25, 2011

City of Billings City Council
c/o Terry Smith, City of Billings Traffic Engineer
2224 Montana Ave
Billings, MT 59101

Dear City Council Members:

Please accept this letter on behalf of the Billings Traffic Control Board in support of the passage of A Resolution of the City of Billings to Adopt a Complete Streets Policy.

Designing streets only for automobiles reduces opportunities for safe and convenient travel choices including walking, bicycling, and using public transportation. Half of all automobile trips were three miles or less and 28% were one mile or less. Continuing to invest in incomplete streets will prevent people from using options such as walking, bicycling, or using public transportation. Networks of Complete Streets, with pedestrian and bicycle infrastructure and improved access to and efficiency of public transportation, are needed in Billings to reduce the burden of congestion on our roadways and improve travel times for all users.

With the passage of this resolution, Billings can join other communities around the country that have realized the importance of Complete Streets. The city can improve the safety and quality of life of Billings residents by providing safe, convenient, and comfortable modes of transportation that meets the needs and expectations of all users.

The Billings Traffic Control Board supports the creation of an environment in which all members of the community can easily utilize different modes of transportation and therefore we strongly support the passage of "A Resolution to Adopt a Complete Streets Policy".

Sincerely,

Steve Zeier
Chair, City of Billings Traffic Control Board

RiverStone Health

Connecting you to a better life

Dear City Council Members:

Please accept this letter on behalf of the RiverStone Board of Health in support of the passage of A Resolution of the City of Billings to Adopt a Complete Streets Policy.

The 2005 and 2010 Community Health Assessment (CHA) clearly identifies that Yellowstone County must continue work to create a healthier community. In 2010, the CHA showed that 72.9 percent of Yellowstone County residents are overweight or obese. This is a 10 percent rise in overweight and obesity in just a five-year period, an increase rate that is twice the national average. The 2010 CHA also showed that only 47.2 percent of residents meet nationally recognized physical activity recommendations.

With the passage of this resolution, Billings can join other communities around the country that have realized the importance of encouraging healthy, active living. The city can improve the safety and quality of life of Billings residents by providing safe, convenient, and comfortable modes of transportation for all users.

The RiverStone Board of Health supports the creation of an environment in which all members of the community can easily access healthy choices in their everyday lives. We believe that creating a healthy place can help improve several health indicators in the population's health, including heart disease, diabetes, physical activity and mental health.

We strongly support the passage of A Resolution to Adopt a Complete Streets Policy. Not only is it consistent with our goal of making Yellowstone County a healthier community, but our expectation is that it will contribute to elevating the community's health status.

Sincerely,

F Douglas Carr, MD

F. Douglas Carr, MD, MMM
Chairman, RiverStone Board of Health
Yellowstone County

July 1, 2011

Mayor Tom Hanel
Members of the Billings City Council

The Billings Chamber of Commerce/Convention & Visitors Bureau is pleased to support the Billings Complete Streets Resolution to City Council. Recognizing the importance to motorized and non-motorized transportation along with the community aesthetics and quality of life derived, visionary planning and investment in our multi-model forms of transportation will pay long term dividends.

One of the benefits of having this policy in place is that it will encourage development of all forms of transportation, thereby promoting alternatives that lend themselves to a much healthier lifestyle. There are a number of reports that correlate the additional use of motorized transportation with an increase in unhealthy lifestyle habits, with obesity being the most far-reaching example.

The document that you will be considering is a guiding document and gives direction to staff, developers, and the general public. It is dependent on a variety of circumstances, right-of-way available, current street configurations and transportation needs. It is not intended to be a cookie cutter approach to street design, and each review will be considered with this guiding document as a basis.

We encourage you to approve this resolution.

Sincerely,

John Brewer, CAE
President and CEO

Billings
MONTANA'S TRAILHEAD
ACCREDITED
815 South 27th Street / P.O. Box 31177 / Billings, MT 59107-1177
ph 406-245-4111 / f 406-245-7333 / www.billingschamber.com

it's BiLLiNGS
Billings Chamber of Commerce
Convention and Visitors Bureau

YELLOWSTONE COUNTY **BOARD OF PLANNING**

4TH FLOOR, LIBRARY BUILDING • 510 N. 28TH
P.O. BOX 1178 • BILLINGS, MONTANA 59103
PHONE: (406) 657-8246

Dear Mayor and City Council Members:

Please accept this letter on behalf of the Yellowstone County Board of Planning in support of the implementation of Complete Streets principles in the City of Billings.

The Planning Board reviews development proposals, neighborhood plans, transportation plans and is involved in long-range planning in the City of Billings and encourages safety, access and connectivity for people using all modes of transportation. The current City Subdivision Regulations that require boulevard sidewalks in new subdivisions has been a great step for the City in making its transportation corridors more accessible for all users and improving safety for walkers. The soon to be adopted Billings Area Bikeway and Trail Master Plan also guides the City in addressing the safety and accessibility of cyclist, roller bladers, people with strollers, and others, who benefit from hard surface trails connecting the City's neighborhoods, parks, and commercial service areas.

With the adoption of a Complete Streets Policy, the City of Billings will consistently evaluate its transportation corridors during retrofits and new construction to accommodate the users in each situation. This approach will improve the safety and quality of life of Billings residents by providing safe, convenient, and comfortable modes of transportation for all users where they need it and use it most.

The Yellowstone County Board of Planning supports the creation of an environment in which the community can easily utilize different modes of transportation and supports the City Council's adoption of a Complete Streets Policy to accomplish this goal dependent upon funding.

Sincerely,

Dennis Cook

Dennis Cook, President
Yellowstone County Board of Planning

RECEIVED
JUL 28 2011
PLANNING & COMMUNITY
SERVICES DEPARTMENT

BIG SKY
ECONOMIC DEVELOPMENT

EDA · EDC CREATING MONTANA BUSINESS OPPORTUNITIES

July 7, 2011

Mayor and City Council
City of Billings
c/o Candi Beaudry, Director of Planning

Dear Mayor and Council Members:

Please accept this letter on behalf of Big Sky Economic Development in support of the proposed resolution adopting a **Complete Streets Policy** for the City of Billings. This is an important step in the City's continued efforts to enhance the quality of place in our community, and it is supportive of our mutual work to redevelop the East Billings Urban Renewal District (EBURD).

As you know, Big Sky Economic Development and the City of Billings continue to partner with property owners to revitalize the EBURD. One of the central ideas in our Master Plan is the concept of "Complete Streets." The Master Plan suggests that "Complete Streets support economic development efforts by providing accessible and efficient connections between many key destinations." These connections are fundamental to the success of the EBURD project. Simply, this area must be—and feel connected to—the Central Business District and to Metra Park.

Currently, we are working together on the two-way street conversions on 2nd and 3rd Streets. This is one of the top projects listed in the implementation section of the Master Plan. The project is funded through a $308,000 HUD-EDI Special Projects grant secured by Big Sky Economic Development. The intent of this project is to create a **Complete Streets** corridor and transportation link that better supports business interests and invites pedestrians, cyclists, and motorists to EBURD's businesses. The impetus is to create a destination rather than a pass-through thoroughfare. In short, Complete Streets works in the EBURD. And, we believe the concept will make a positive economic impact throughout the City.

We understand that the resolution you are considering adopting is intended to guide the City as it considers future street projects. It is an attractive, non-prescriptive approach that supports our partnerships within the local business community. As well, it is our understanding that the proposed **Complete Streets Policy** is consistent with the existing requirements of the City's Subdivision Regulations. Therefore, it does not impose any added burdens on developers and business owners. These considerations are important to Big Sky Economic Development. The Complete Streets Policy, as intended and implemented by the City, will support and foster business development and private, residential subdivision development.

As such, Big Sky Economic Development respectfully encourages City Council to adopt the resolution creating a **Complete Streets Policy** for the City. It is good for business. And, it supports what we are trying to accomplish the EBURD.

Sincerely,

Steve Arveschoug
GRANITE TOWER
222 NORTH 32ND ST., SUITE 200
BILLINGS, MT 59101-1948

P 406.256.6871
F 406.256.6877

BIGSKYECONOMICDEVELOPMENT.ORG

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Complete Streets Policy Participant and Presentation List

Healthy by Design Advisory Committee

- Better Billings Foundation
- Big Sky EDA
- Big Sky State Games
- Billings Clinic
- Billings Family YMCA
- Cancer Control Coalition
- Chamber of Commerce/CVB
- City-County Planning Dept.
- community health advocates
- League of Women Voters
- McCall Development
- MET Transit
- MSU-Billings
- MSU Extension Service
- Nutrition for the Future
- RiverStone Health
- Safe Routes to School
- St. Vincent Healthcare
- School Health Advisory Committee

Complete Street Ad Hoc Committee

- Chamber of Commerce
- RiverStone Health
- Billings Clinic
- City-County Planning Department
- Public Works
- MET Transit
- McCall Development
- Sanderson Stewart
- Billings Association of Realtors
- City Council members
- Billings Bicycle-Pedestrian Advisory Committee

Public Presentations

- Neighborhood Task Forces
    - West End
    - North Elevation
    - North Park
    - Southside
    - Southwest Corridor
- The Alliance
- RiverStone Board of Health
- Billings Association of Realtors Government Affairs Committee

- Chamber of Commerce Board
- Aviation and Transit Board
- Big Sky Economic Development Board
- BikeNet
- Traffic Control Board
- Bike Pedestrian Advisory Committee
- Montana Conservation Roundtable
- City/County Planning Board
- Chamber of Commerce Trails Committee
- Schools
- Rotary
- Yellowstone County Commissioners
- Public Presentation – April 7th

Regular City Council Meeting

Meeting Date: 08/22/2011

TITLE: Zone Change #878 - 4300 Montana Sapphire Drive - Public Hearing and 1st reading

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

This is a zone change request from Entryway Light Industrial (ELI) to Highway Commercial (HC) on a parcel of land described as Lots 3 and 5, Block 1, Montana Sapphire Subdivision, a 12.99 acre parcel of land located in the Montana Sapphire Subdivision at 4300 Montana Sapphire Drive. The property is owned by Montana Sapphire, LLC and Sanderson Stewart is the agent. The owner conducted a pre-application neighborhood meeting on June 27, 2011. The pre-application meeting notes are included as Attachment C. The Zoning Commission conducted a public hearing on August 2, 2011, and is forwarding a recommendation of approval on a 3-0 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

Approval of the zone change should not have a financial impact on the city's tax base. When the property is developed, additional tax value may be added to the property.

BACKGROUND

The applicant is requesting to rezone this property on two lots within the Montana Sapphire Subdivision from ELI to HC to allow more flexibility with mixed uses or residential uses. The entryway zoning districts were applied on several properties in the area prior to the adoption of the South Shiloh Corridor Overlay District to provide increased standards for building design, site design and signage. Since the adoption of the overlay district in 2005, the Shiloh Crossing Subdivision has changed its zoning to CI and the St. Vincent Healthcare Subdivision has changed its underlying zoning to ELI and updated its Planned Development agreement to focus more on commercial and medical uses and less on higher density residential uses. Lenhardt Square Subdivision across King Avenue to the north has adopted a Planned Development agreement with underlying zoning that allows mixed uses with high density residential and multi-family and single family uses. The large lots within Montana Sapphire Subdivision are appropriate for the current zoning but the district does restrict mixed uses to special review approval. Current zoning allows a list of uses that is generally more restrictive than HC zoning districts. For example, microbreweries and restaurants with on-premise consumption of alcohol without gaming are allowed uses in the HC zone and in ELI microbreweries are not allowed and

any restaurant serving alcohol must go through special review. The proposed HC zoning allows single use developments or mixed use developments by right. There is no specific project intended for the property at this time.

Montana Sapphire Drive is a private street built to local commercial access standards. Shiloh Road and King Avenue West are principal arterial streets that have the capacity to handle any additional traffic from development within Montana Sapphire Subdivision. Shiloh Road carries approximately 8,000 vehicle trips per day at this location and King Avenue West carries 6,250 vehicles per day west of Shiloh Road.
Entryway zoning requires a greater amount of site improvements and building aesthetics than other commercial zoning such as Community Commercial (CC) or HC. Entryway zoning requires larger landscaped buffer yards with a minimum number of trees per 100 lineal feet of buffer yard. Entryway zoning also requires a minimum of a 10-foot wide buffer yard and a 6-foot tall solid fence along the property line that is adjacent to residential property. The Shiloh Corridor Overlay district supersedes the underlying zoning for site development, building design, signage, and landscaping but does not change the allowed uses in the zoning district. ELI zoning allows general commercial uses such as automobile sales, rental, and service stations, broadcasting studios (radio and television), car washes, commercial recreation uses, hotels/motels, laundry and dry cleaning, recreational vehicle sales and service, retail nurseries, signs, indoor theaters, tire sales, and wholesale uses not to exceed 250,000 square feet gross floor area but also allows heavy equipment sales, cabinet makers, and veterinary clinics. The HC zoning allows a wider range of uses, more detailed specification of uses and allows mixed uses by right.

The applicant conducted a pre-application neighborhood meeting on June 27, 2011. No surrounding property owners attended the meeting. No surrounding property owners contacted the Planning Division staff prior to the Zoning Commission public hearing.

The West Billings Neighborhood Plan adopted by the City in 2001 states the purpose of the plan is to guide the long-term growth of West Billings by achieving planned growth. A preferred land use map was developed locating neighborhood, community and regional commercial nodes at major arterial intersections. One of the intersections is Shiloh Road and King Avenue West directly adjacent to the regional commercial center from King Avenue West south to I-90. The completion of the Shiloh Road improvements last year has helped spur development along the corridor north from the interstate. The current entryway zoning was a predecessor to the overlay district and to the West Billings Neighborhood Plan. A more flexible zoning district of HC would allow the overlay district standards to stay in place while allowing a different mixture of land uses on this property. The ELI zone is tailored for very large developments that need interstate market exposure and are limited in allowed uses. The HC zone in comparison is suited for property that may not need interstate exposure but needs easy access to a high volume arterial that connects with the interstate. The HC zone is described in the zoning code as follows: “The Highway Commercial zone is intended to provide areas for commercial and service enterprises which are intended primarily to serve the needs of the tourist, traveler, recreationist or the general traveling public. Areas designated as Highway Commercial should be located in the vicinity of, and accessible from interstate interchanges, intersections on limited access highways, or adjacent to primary or secondary highways.” The ELI zone is described as follows: “The Entryway Light Industrial zone is to provide large lots located directly accessible to arterial and other transportation systems for warehousing and light manufacturing and allow for limited commercial facilities for the adjacent community and interstate travelers.”

The proposed HC zone is compatible with the zoning south, west and east of the subject property. The lots north are developed for uses more compatible with HC zone than ELI zone uses. The overlay district standards will apply to any development that may occur on the property.

STAKEHOLDERS

The Zoning Commission conducted a public hearing on August 2, 2011, and received testimony from the applicant's agents, Pat Davies of Sanderson Stewart and Blaine Poppler of Coldwell Banker Real Estate. No other testimony was presented. Mr. Davies stated he concurred with the staff recommendation of approval. Mr. Poppler stated he was assisting the owner with marketing the property and the real estate market has changed since the original subdivision 10 years ago. The Shiloh Road improvements in addition to the zoning of surrounding subdivisions has made this property more suitable for mixed uses and for higher density residential. Mr. Poppler stated there has been interest and demand for market rate rental apartments in the area with the increase of employment opportunities on Shiloh Road. Mr. Poppler stated the new Lenhardt Square apartments were running at 100% occupancy. Mr. Poppler stated the ELI zoning requires mixed use when considering residential uses and any mixed use requires a special review approval. The proposed Highway Commercial zoning does not require mixed uses, but allows them by right and allows all residential multifamily uses by right as well.
The Zoning Commission considered the testimony and staff recommendation and Commission Member Ed Workman made a motion to forward a recommendation of approval. The motion was seconded by Commission Member Dan Wagner and approved on a 3-0 vote.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

The Planning Division reviewed the application and recommended approval to the Zoning Commission based on the twelve (12) criteria for zone changes. The subject property is adjacent to agricultural zoning in the county and mixed use, high density, residential uses, as well as commercial and industrial zoning in the city. The uses allowed within the proposed HC zoning are compatible with the surrounding zoning and neighborhood character. Any development of the property requires compliance with the new zoning and the ability to meet site design criteria and traffic safety standards. The 2008 Growth Policy and the West Billings Neighborhood Plan encourage 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.

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 more flexibility of land uses that are more consistent with current development in the area and with Shiloh Corridor Overlay zoning. Highway Commercial zoning is compatible with the existing uses in Montana Sapphire Subdivision, Shiloh Crossing Subdivision to the east, and Lenhardt Square and St. Vincent Healthcare Subdivision to the north.
• More housing and business choices with each neighborhood. (Land Use Element Goal, page 6)

The existing zoning is restrictive of mixed uses, and certain types of commercial uses. The proposed zoning will allow more housing and business choices in the area including mixed uses with multifamily dwellings.
• Coordinated economic development efforts that target business recruitment, retention, and expansion.(Economic Development Goal, page 6)
The proposed zoning will encourage new businesses and development within the Montana Sapphire Subdivision.

2. Is the new zoning designed to lessen congestion in the streets?
There should be no immediate effect on traffic congestion. The existing vacant land is part of an existing subdivision. Streets have been constructed and access is available to King Avenue West and Shiloh Road. Any future development may require a traffic impact analysis to ensure these existing access points continue to be functional.

3. Will the new zoning secure safety from fire, panic and other dangers?
The subject property is currently serviced by the Billings Fire Department and Billings Police Department. There should be no effect on these services.

4. Will the new zoning promote health and general welfare?
The proposed zoning would allow the owner to market the property for a greater variety of commercial uses and mixed uses. Additional development in the subdivision will promote the general welfare.

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 proposed HC zone allows 75% lot coverage and the current ELI zone allows up to 50% lot coverage. The proposed HC zone setbacks are similar to the current ELI requirements. The maximum residential density is the same for both zoning districts of 26 dwelling units per acre.

7. Will the new zoning avoid undue concentration of population?
The new zoning does avoid undue concentration of population. The existing zoning, ELI, allows single family dwellings on lots of at least 9,600 square feet and multi-family dwellings at the same density as RMF-R – 26 units per acre. The proposed HC zone has identical requirements except that single family developments can occur on lots of 6,000 square feet per dwelling unit. In the ELI zone, all residential uses or mixed uses require special review approval and these are allowed uses within the HC zone. The new zoning should avoid 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 may have some impact on the surrounding streets, and a traffic impact study may be required depending on the development that is built on the property in the future
Water and Sewer: The City will be able to provide water and sewer to the property through existing lines in the subdivision.
Schools and Parks: There should be no impact to schools from the proposed zone change.

However, a residential development in the future could affect the schools in the area.
Fire and Police: The subject property is currently served by the city Public Safety Services.

9. Does the new zoning give reasonable consideration to the character of the district?
The proposed zoning will allow the property to develop in character with the surrounding land uses.

10. Does the new zoning give consideration to peculiar suitability of the property for particular uses?
The subject property is suitable for the requested zoning district. The location is west of Shiloh Road and south of King Avenue West, both principal arterial streets. The property may be more suitable for mixed uses and similar development that does not require arterial street frontage for commercial or industrial uses.

11. Was the new zoning adopted with a view to conserving the value of buildings?
Surrounding commercial property exhibits higher taxable land value. The property is currently vacant and should increase in value when developed.

12. Will the new zoning encourage the most appropriate use of land throughout such county or municipal area?
The proposed zoning will permit more flexibility with future development. The surrounding development is compatible and this is the most appropriate use of the land.

RECOMMENDATION

The Zoning Commission is forwarding a recommendation of approval and adoption of the 12 criteria for Zone Change #878 on a 3-0 vote.

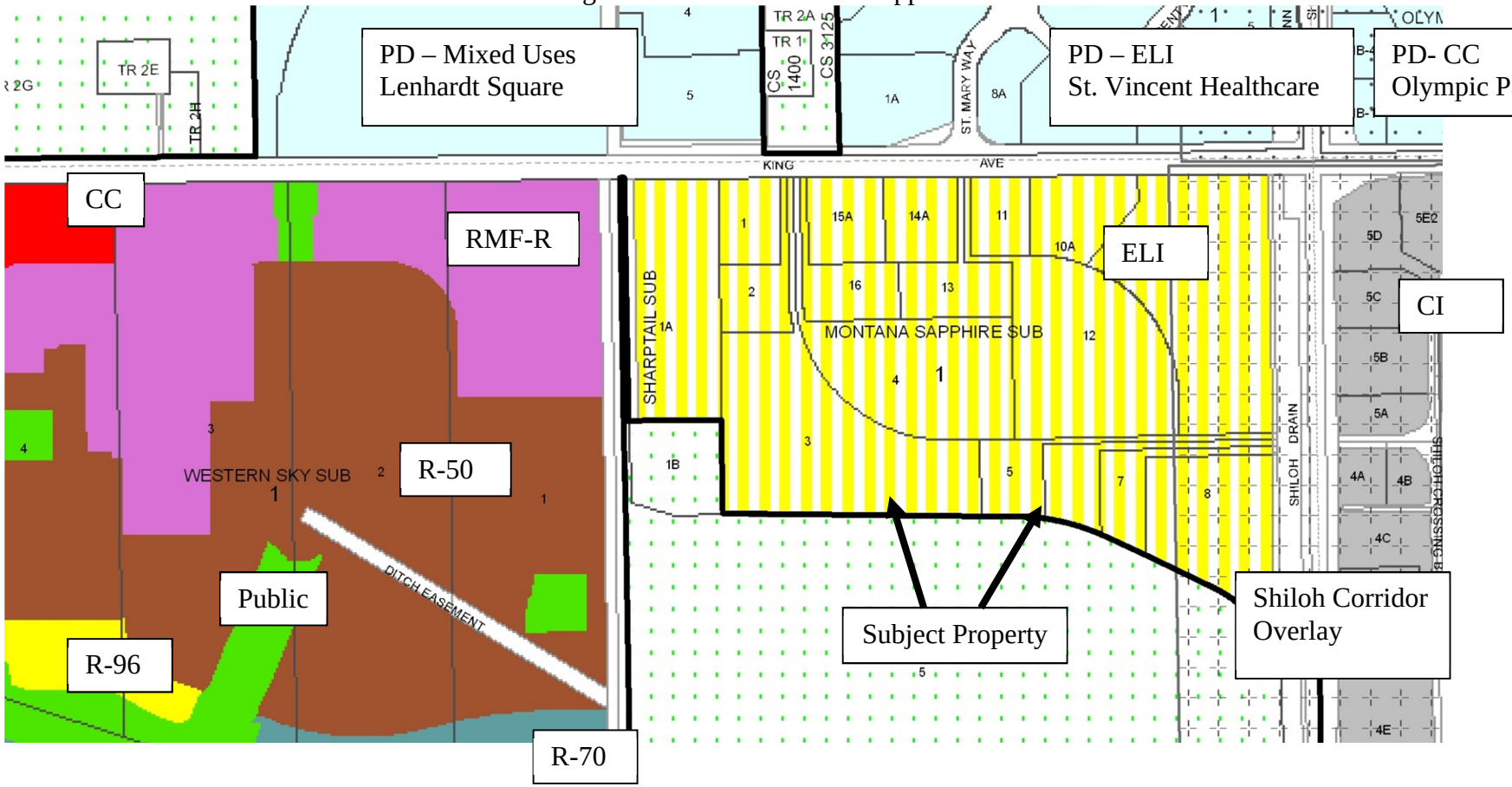
APPROVED BY CITY ADMINISTRATOR

Attachments

Zoning Map
Site photos
Applicant Letter
Ordinance

Attachment A: Surrounding Zoning

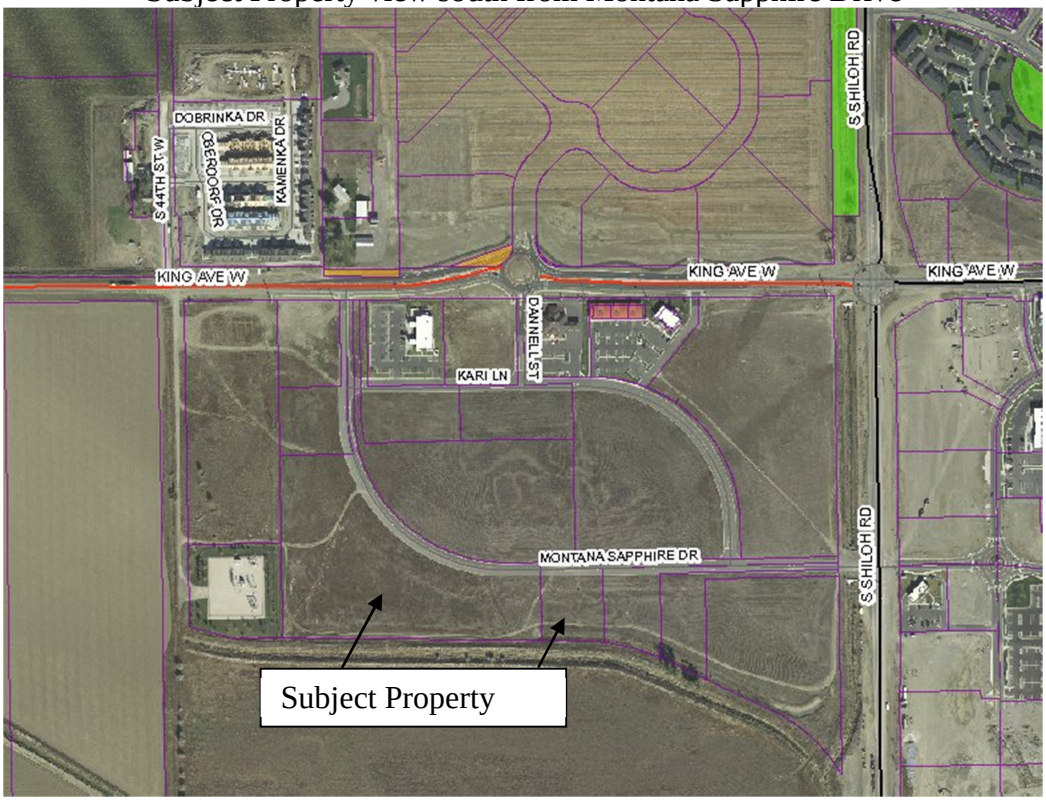
Zone Change #878 – 4300 Montana Sapphire Drive



Attachment B

Site Photographs, Zone Change #878 – 4300 Montana Sapphire Drive

Subject Property view south from Montana Sapphire Drive



Aerial Map

Attachment B, continued

Site Photographs, Zone Change #878 – 4300 Montana Sapphire Drive

View north and west along Montana Sapphire Drive

View east along Montana Sapphire Drive

Attachment B, continued

Site Photographs, Zone Change #878 – 4300 Montana Sapphire Drive

View north to King Ave West

View north and east to King Ave West and Shiloh Road intersection

Attachment C
Applicant's Letter

SANDERSON STEWART

July 5, 2011
Project No. 92077.29

LOTS 3 AND 5, BLOCK 1
MONTANA SAPPHIRE SUBDIVISION
ZONE CHANGE APPLICATION

INTRODUCTION

The attached Zone Change Application is being submitted on behalf of Montana Sapphire, LLC for a proposed zone change from Entryway Light Industrial (ELI) to Highway Commercial (HC) for Lots 3 and 5, Block 1 of Montana Sapphire Subdivision. An exhibit identifying the subject parcels is attached to this application for reference.

The following information is provided to satisfy the supplemental information requirements for the Zone Change Application.

In what way is the proposal consistent with the goals and policies of the adopted growth policy?

The proposed zone change request is consistent with the land use element goals and objectives as it is consistent with the nature of the existing neighborhood and the type of uses allowed under the proposed zoning are compatible with adjacent uses. The proposed zone change may also encourage economic development by allowing more flexibility in land use.

Explain the need for the intended zone change and why the property cannot be used under the existing zoning. Explain how the new zoning will fit in with the existing zoning and land uses of the immediate area.

The need for the zone change is to allow for more flexibility in land use than is allowed under the existing zoning. The existing adjacent zoning and land uses consist of mixed land uses including multi-family residential, planned unit development and commercial land uses. The allowed land uses under the proposed zoning is consistent with the adjacent properties.

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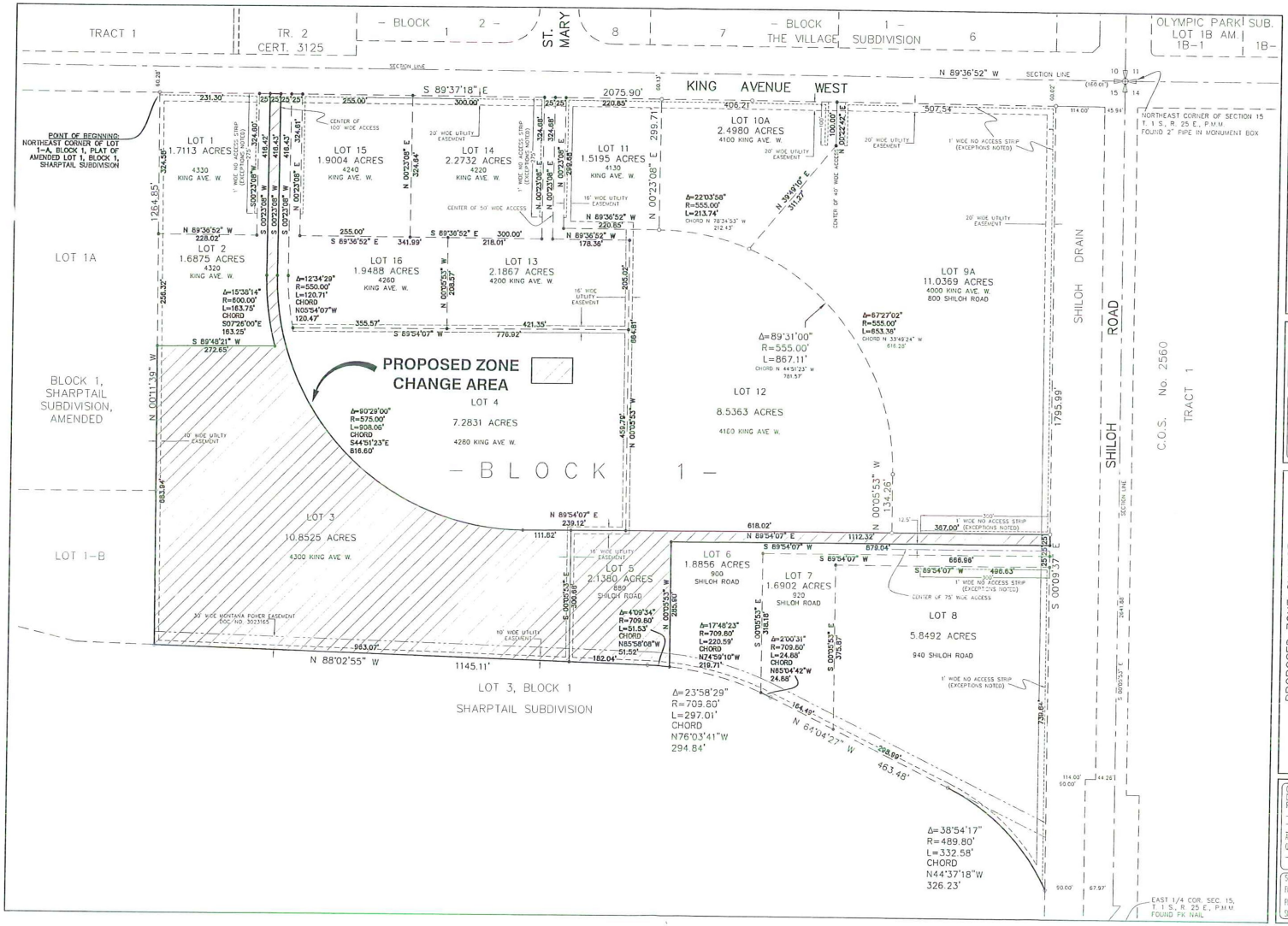
Billings, Montana 59102
Phone 406.656.5255
Fax 406.656.0967
www.sandersonstewart.com



SANDERSON STEWART
www.sandersonstewart.com

PROPOSED ZONE CHANGE
LOTS 3 & 5, BLOCK 1, MONTANA SAPPHIRE SUBDIVISION
BILLINGS, MONTANA
OVERALL SITE PLAN

CAD BEG
DATE 6/17/11
REVISIONS
APPROVED BY:
QUALITY ASSURANCE:
SCALE 1"=200'
FILE MS_TP_WITH_LBAMD
PROJECT NO. 92077.29
SHEET 1 OF 1

SANDERSON STEWART

July 5, 2011

Ms. Nicole Cromwell, AICP
Zoning Coordinator, Planner II
Code Enforcement Supervisor
Planning and Community Services Department
510 North Broadway, Fourth Floor
Billings, MT 59101

Reference: Lots 3 and 5, Block 1 of Montana Sapphire Subdivision
Pre-application Neighborhood Meeting
Project No. 92077.29

Dear Nicole:

As agent for Montana Sapphire LLC, the owner of the above-described parcels, we confirm the following:

1. A pre-application neighborhood meeting for the proposed zone change of this property was held on Monday, June 27, 2011, at the office of Sanderson Stewart.

2. The meeting was attended by the property owner's real estate agents and myself. None of the surrounding property owners or other members of the general public attended the meeting. Therefore, no presentations were made.

We have attached copies of the meeting notice and attachments along with the sign-in sheet for your review. Please contact me at your convenience with any questions you may have.

Sincerely,

Patrick Davies, PE, CDP, LEED AP
Associate/Senior Engineer

PD/tsc
c: Montana Sapphire LLC
P:92077.29_Cromwell_Zone_Change_Ltr_070511

1300 North Transtech Way
Billings, Montana 59102
Phone 406.656.5255
Fax 406.656.0967
www.sandersonstewart.com

PROPOSED ZONE CHANGE
LOTS 3 AND 5
MONTANA SAPPHIRE SUBDIVISION
JUNE 27, 2011
5:30 P.M.

NAME	ADDRESS	PHONE NUMBER
Blaine Poppler	5403 KING	671-0399
Greg A. Vanna	2608 Hightwoods DR.	855-8946
Pat Davies	800 N Third Ave Way	656-5255

ATTACHMENT D – ZC #878

ORDINANCE NO. 11-_____

AN ORDINANCE AMENDING THE ZONE CLASSIFICATION FOR Lots 3 and 5, Block 1, Montana Sapphire Subdivision, a 12.99 acre parcel of land and generally located at 4300 Montana Sapphire Drive

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

1. RECITALS. *Title 76, Chapter 2, Part 3, MCA,* and *Sections 27-302 and 27-1502, BMCC,* provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the twelve (12) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the twelve (12) criteria required by state law.

2. DESCRIPTION. Lot 3 and Lot 5, Block 1 of Montana Sapphire Subdivision are presently zoned **Entryway Light Industrial (ELI)** and is shown on the official zoning maps within this zone.

3. ZONE AMENDMENT. The official zoning map is hereby amended and the zoning for **the above described parcels** is hereby changed from **Entryway Light Industrial (ELI) to Highway Commercial (HC)** on Lots 3 and 5, Block 1, Montana Sapphire Subdivision and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Highway Commercial (HC)** as set out in the Billings, Montana City Code.

4. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

5. EFFECTIVE DATE. This ordinance shall be effective from and after final passage and as provided by law.

PASSED by the City Council on first reading August 22, 2011.

PASSED, ADOPTED AND APPROVED on second reading September 12, 2011.

CITY OF BILLINGS:

BY:_____
Thomas W. Hanel, Mayor

ATTEST:

BY: Cari Martin, City Clerk

Regular City Council Meeting

Meeting Date: 08/22/2011

TITLE: Special Review #891 - 3133 Central Avenue - Drive through service - Public Hearing

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

This is a request for a special review to allow a drive-through window for a new coffee or food kiosk in a new building in a Neighborhood Commercial (NC) zone adjacent to Residential 9,600 (R-96) zoning district, on Lots 6 and 7, Block 9, Central Acres Subdivision, 5th Filing. The property is addressed as 3133 Central Avenue and consists of a vacant lot and a single family dwelling. The property is located on the north east corner of the intersection of Central Avenue and 32nd Street West. The Zoning Commission conducted a public hearing on August 2, 2011, and is forwarding a recommendation of denial on a 3-0 vote.

ALTERNATIVES ANALYZED

The Planning Division reviewed the application and recommended conditional approval to the Zoning Commission. Planning staff recommended 9 conditions to address potential impacts to the surrounding residential uses. Planning staff believed the proposal to be an appropriate use considering the location of the property, the type of facility proposed, the character of the surrounding properties, and the existing uses in the area.

Before a recommendation of approval or conditional approval can be made by the City Council, 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, is a use allowed by special review approval and does not exceed maximum lot coverage. The application appears to be consistent with the objectives of the 2008 Growth Policy.

The Zoning Commission considered the potential impacts to the surrounding properties, the existing traffic and intersection function, the testimony received at the public hearing, and the proposed conditions of approval. The Zoning Commission found the application and its impacts on traffic could not be mitigated to the extent necessary to recommend approval to the City Council.

The Planning staff recommended conditions were as follows:
1. The special review approval for a drive through window shall be limited to Lots 6 and 7, Block 9, Central Acres Subdivision, 5th Filing as shown on the site plans submitted with this application.
2. Any new lighting within the parking lot or drive through areas shall have full cut-off shields so light is directed to the ground and not onto adjacent property. Lighting standards are limited to 15 feet in height from finished grade.
3. The drive through location shall be constructed as shown on the submitted site plan.

4. The landscaping, paving and storm water retention areas shall be installed as shown on the submitted site plan.
5. The applicant is required to install and continuously maintain a 6-foot sight-obscuring fence that runs along the north side of the alley on the property known as 3144 Lynn Avenue, Lot 8, Block 9, Central Acres Subdivision, 5th Filing. The applicant will work with the adjacent residential property owner to accommodate gates and desired materials. Matte or flat finished fence materials are required.
6. There shall be no outdoor public address system or outside announcement system of any kind. The drive through may have an outdoor private address system as standard for all drive through services.
7. The drive through service shall not operate after midnight or before 5:00 am daily.
8. No site development or construction work will occur prior to 8 am or after 8 pm daily.
9. The proposed development shall comply with all other limitations of Section 27-613 of the Unified Zoning Regulations concerning special review uses, all landscaping requirements specified on Section 27-1101, and all other City regulations that apply.

Based on the Special Review criteria, the City Council may:
-Approve of Special Review #891
-Deny Special Review #891
-Delay Action on Special Review #891 for 30 days

FINANCIAL IMPACT

Approval or denial of the application should not have a financial impact on the city.

BACKGROUND

This is a request for a special review to allow a drive-through window for a coffee or food service kiosk to be placed on a vacant lot with an access drive from Central Avenue through the existing driveway of a home and with customer access through the alley east of 32nd Street West. In 2008, the property was re-zoned from R-96 to NC. The applicant wants to place a kiosk on the property and eventually to construct a multi-tenant building and move the coffee shop in to a permanent space in this new building. Lot 7 is currently vacant and Lot 6 has a single family home that is rented. The proposed site plan shows the kiosk drive through on the vacant parcel. Traffic safety does not allow a new access driveway from Central Avenue and the applicant is proposing to use and improve the existing driveway that serves the single family dwelling. This improved driveway off Central Avenue would be a right-turn in only for both the kiosk and the single family residence. There is not a raised median in Central Avenue so left turns from east bound Central Avenue traffic could still be possible. The kiosk proposes to have two serving windows (east and west) and to use the alley for access. Traffic in the alley would be full access so left turns on to 32nd Street West would be allowed as well as exiting to the east end of the alley on to 31st Street West. The applicant will be required to pave a portion of the alley and create paved drive aisles for vehicles at the kiosk. The existing drive approach from 32nd Street West will be abandoned and the sidewalk restored. Property north across the alley is zoned R-96 and is developed. Whenever a drive through service is proposed adjacent to or across the alley from residential zoning a special review is required.

The applicant intends to develop the property to include new landscaping and retain any storm water on site. The City Traffic Engineer will not require a Traffic Accessibility Study (TAS) but will require city standard improvements within the alley including pavement and drainage. In addition, an asphalt apron will be required from Central Avenue to the existing concrete driveway on Central Avenue. A TAS may be required when a permanent development is proposed for all 5 lots zoned NC.

This property is adjacent to a residential neighborhood that started development in the 1970s. The property directly north is zoned R-96 and currently has a 5-foot chain-link fence along the alley. A sight-obscuring fence will be required to replace this chain-link fence to mitigate the impact of traffic using the alley to and from the kiosk.

Central Avenue is classified as an arterial street and is designed to carry high volumes of traffic through this area of the City. The 2010 traffic count for Central Avenue at this location is approximately 10,150 vehicle trips per day. North of Central Avenue, 32nd Street West carries 5,500 vehicle trips per day. Improvements to the traffic controlled intersection are not planned at this time, however a right-turn only lane for the west bound traffic on Central Avenue may eventually be necessary. The FY12 to FY16 Capital Improvement Program does not include arterial street improvements at this intersection.

STAKEHOLDERS

The Zoning Commission conducted a public hearing August 2, 2011, and received testimony from the applicant, Gerald Neumann, from Jerry Voto, a surrounding property owner at 3128 Lynn Avenue, and Mr. Jonathan Kober of 2213 Hyacinth Drive. Mr. Neumann stated he was co-owner fo the property with Ed Jorden and they re-zoned the property in 2008 from R-96 to NC with the intent to build an 18,000 square foot multi-tenant office and retail building. Mr. Neumann stated they were not yet financially prepared to risk this investment but have had several inquiries from coffee companies to locate a drive through kiosk on the corner. Mr. Neumann stated the kiosk would be temporary development of the property and would help them pay the property taxes and pay for half of the cost of the new sidewalk, scheduled by the city to be installed in 2012. He stated the coffee companies think they can get 150 customers per day at this location. This would not add traffic to the intersection but would capture existing traffic on Central and 32nd Street West. Mr. Neumann stated they hope to have the kiosk installed by this fall.

Commission Member Dan Wagner asked Mr. Neuman whether this would definitely be a coffee drive through or would it also include other food services. Mr. Neumann stated he does not have any company chosen at this time but would approach the 2 coffee companies that have already inquired on the location. Mr. Wagner asked how Mr. Neumann would prevent traffic from exiting on to Central Avenue. Mr. Neumann stated he would post signage but anyone could ignore the sign and use the driveway to exit on to Central. Mr. Neumann stated that traffic on 32nd Street West is not as bad as it was during the Shiloh Road Construction and a kisok would not add traffic.

Mr. Jonathan Kober of 2213 Hyacinth, testified that most coffee sales would happen in the morning hours between 8 am and 10 am.

Mr. Jerry Voto of 3128 Lynn Avenue testified against the proposed kiosk specifically concerning the traffic impacts and the use of the alley for customer access. Mr. Voto stated he represented the owners of homes at 3134 and 3144 Lynn Avenue as well in this matter. He stated he supports Mr. Neumann's efforts to develop his 5 lots with a commercial use but would not support this temporary development. He stated the city has lied to the residents about several things. First, he stated the city said no commercial use of the alley on the south of their residences would ever be allowed. Second, he said the city promised to have the Central Avenue improvements installed by the end of 2010. Central Avenue from 29th Street west to this intersection is still incomplete but handles over 10,000 vehicles a day. He state the alley is constantly used by students to by-pass the traffic light and all the vehicles go east into their neighborhood. He stated his wife never tries to turn south on 32nd Street West off of Lynn Avenue. Mr. Voto state he does make the left turn by using the center lane (the left turn queue for the signal) as a refuge and waits for the south bound traffic to clear before completing his turn. He stated the only realistic turn out of the alley would be right or north on 32nd Street West. He state the city said 32nd Street would be 25 mph speed limited and that lasted for 2 weeks and the speed limit signs changed to 35 mph overnight. He stated the vehcile trips reported by staff for 32nd Street West seemed low at 5,500 per day. He stated he talked to the owner of 3144 Lynn Avenue and she stated she would not allow her chainlink fence to be converted to a 6 foot sight obscuring fence regardless of the requirement.

Chairman Leonard Dailey asked Mr. Neumann about the fence issue with the owner at 3144 Lynn. Mr. Neumann stated he had talked to the owner about 2 years ago, and they were not completely opposed but did prefer to see through to the alley. Chairman Dailey asked Mr. Neumann about the use of the alley for customer access. Mr. Neumann stated he asked City Engineering whether he could use the existing drive approach on 32nd Street West for access to the kiosk and Engineering stated the alley would be preferrable since it is further away from the intersection. Chairman Dailey asked about potential cut-through traffic. Mr. Neumann stated he could post signage throughout the property but someone determined to avoid the traffic signal could drive through. Mr. Neumann stated the existing 6 foot wooden fence on the west property line of 3144 Lynn Avenue is in the clear vision zone. Planning staff clarified that no modification of this wooden fence would be required at this time. Staff stated if the owner replaced or repaired this fence it would have to meet the clear vision standard for an alley entrance on to a street.

Commission Member Ed Workman stated that regardless of any conditions such as signage to prevent cut-through traffice, there will be unavoidable impacts to traffic flow. He stated a right-turn only sign at the alley would not stop some people from trying to turn left on to 32nd Street West. Commission Member Dan Wagner stated he sat in traffic this morning on 32nd Street West and the southbound lane was backed up from Central Avenue north to Broadwater Avenue. He stated using the alley for customer access was not advisable given the bad traffic situtation on 32nd Street West.

Mr. Wagner made a motion to recommend denial to the City Council. The motion was seconded by Mr. Workman and the Commission voted 3-0 to forward this recommendation. Chairman Dailey stated there were no possible conditions of approval they could add or modify to mitigate the traffic impacts from the proposed use on the corner lot. Chairman Dailey stated the existing wooden fence along 32nd Street West at 3144 Lynn Avenue could not be modified to comply with clear vision regulations. Chairman Dailey stated that the existing conditions at the property were hazardous to traffic and the proposal would exacerbate the situation.

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 denial on a 3-0 vote.

APPROVED BY CITY ADMINISTRATOR

Attachments

Site photos
Zoning Map
Site Plan
Applicant Letter

Attachment A

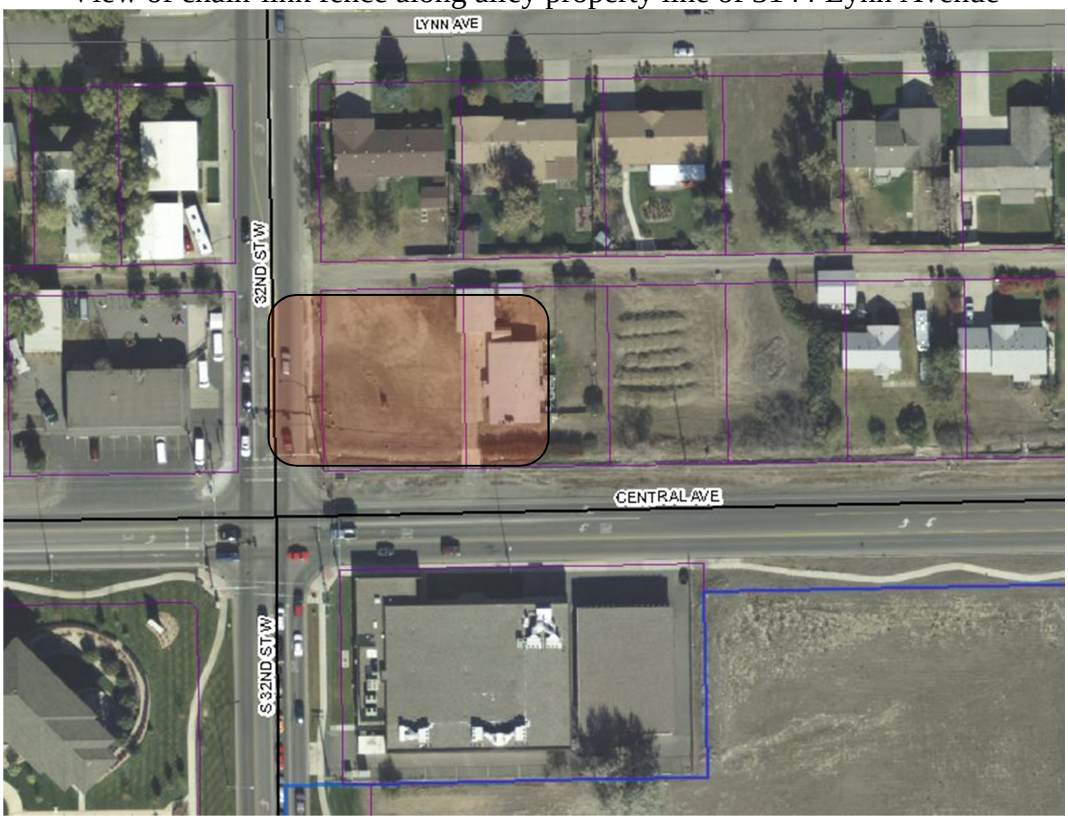
Site photos –Special Review #891

Subject property from Central Avenue

Subject Property – single family residence and view east along Central Avenue

Attachment A, continued
Site photos –Special Review #891

View of chain-link fence along alley property line of 3144 Lynn Avenue



Aerial view

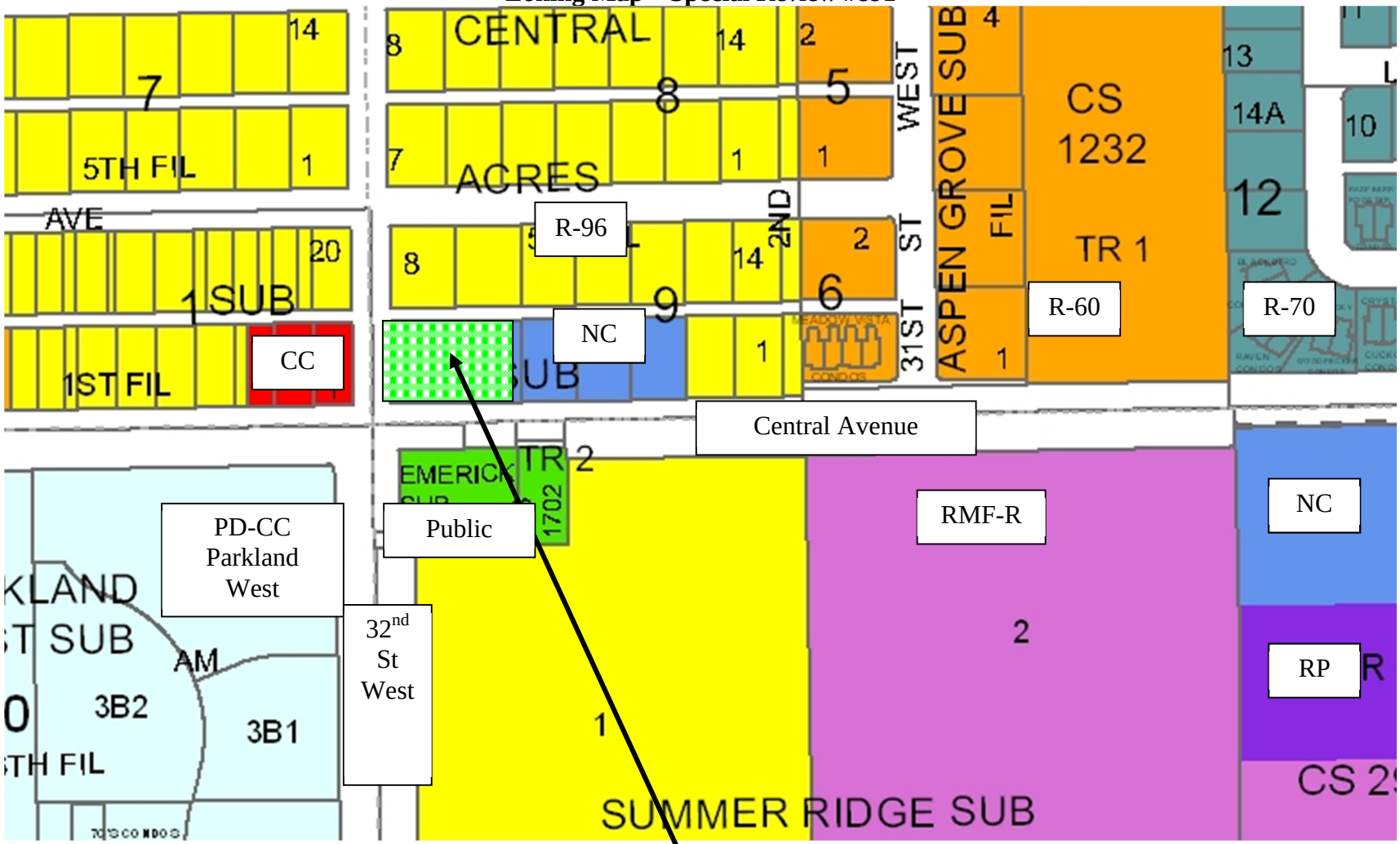
Attachment A, continued
Site photos –Special Review #891

View north along 32nd Street West

View west along Central Avenue

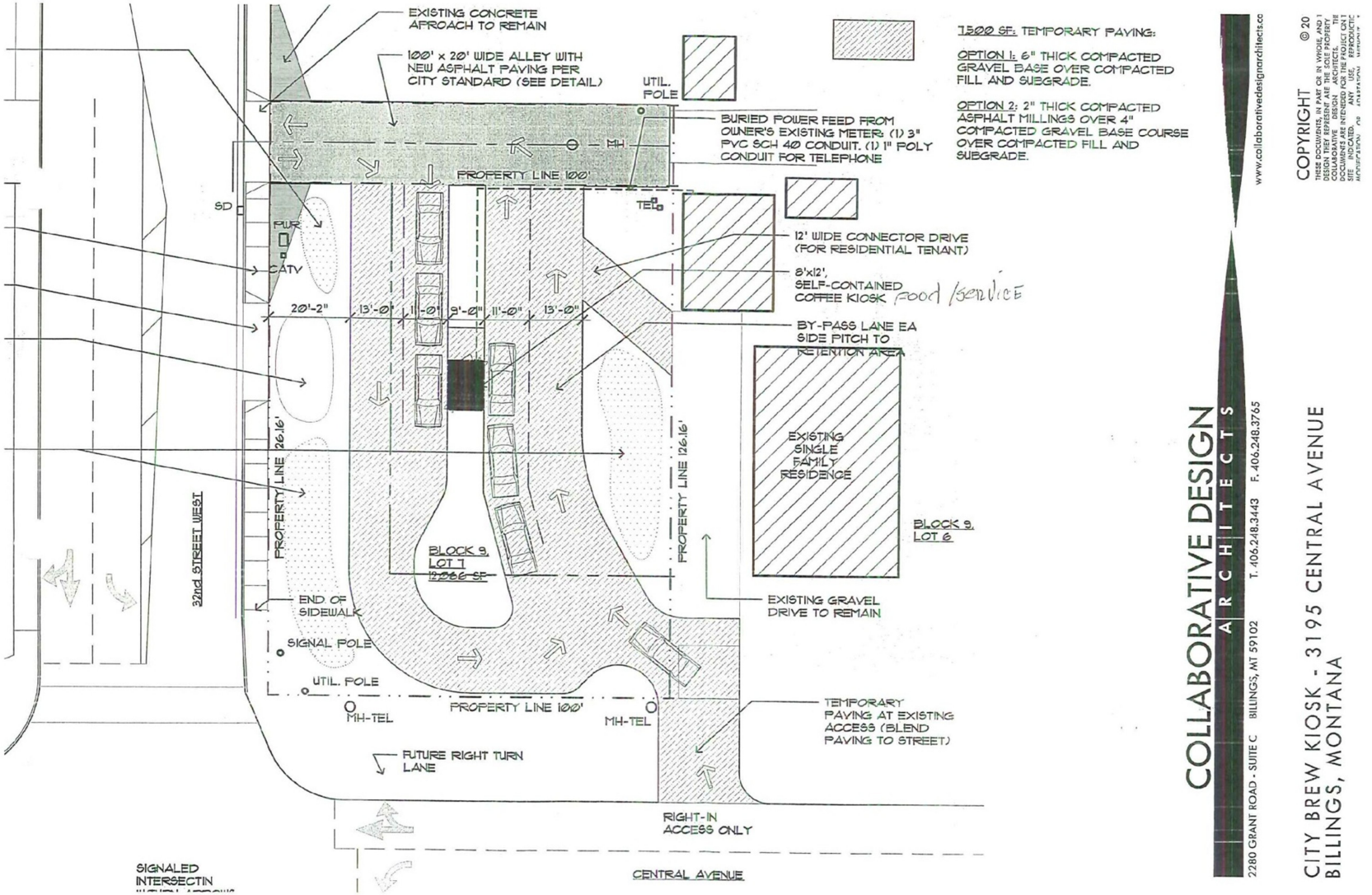
Attachment B

Zoning Map – Special Review #891



Attachment C

Site Plan –Special Review #891



COLLABORATIVE DESIGN
ARCHITECTS
2280 GRANT ROAD - SUITE C BILLINGS, MT 59102 T. 406.248.3443 F. 406.248.3765
www.collaborativedesignarchitects.ca

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CITY BREW KIOSK - 3195 CENTRAL AVENUE
BILLINGS, MONTANA

Attachment D
Applicant Letter – Special Review #891

7/10/2011

RE: Special Review

FOR LOT 6, 7 BLK 9 CENTRAL ACRES SUB

THE LOTS ARE LOCATED AT THE NORTH EAST CORNER OF 32ND STREET WEST AND CENTRAL AVE.

THE INTERSECTION IS A VERY BUSY CORNER, THE SURROUNDING AREA BEING ONE OF THE DENSEST SQUARE MILES IN THE STATE. THE LOTS WERE RECENTLY CHANGED TO NEIGHBORHOOD COMMERICAL SINCE THEY DO NOT LEND THEMSELVES TO BE DEVELOPED AS RESIDENTIAL ANYMORE. THERE IS A DEMAND FOR A COFFEE SHOP/FOOD IN THE AREA. WE WANT TO PUT A TEMPORARY COFFEE DRIVE THROUGH WITH LONG TERM PLANS TO BUILD A STRIP CENTER OF APPROXIMATE 16,000 SQ FT AND INCORPORATE A DRIVE THROUGH IN THE FINAL DEVELOPMENT WITH A SIT DOWN COFFEE/SANDWHICH PLACE WHICH IS NEEDED IN THE AREA. THERE ARE SEVERAL OFFICE AND APARTMENT DEVELOPMENTS IN THE AREA, AND THEY ARE ASKING FOR SOMETHING LIKE THIS TO BE OFFERED. FROM ALL THE FEEDBACK WE ARE GETTING EVERYONE IN THE NEIGHBORHOOD IS LOOKING FORWARD TO THIS COFFEE PLACE. BY PUTTING IN THE TEMPORARY DRIVE THROUGH WE ARE MAKING THAT FIRST STEP TO GETTING THE PROJECT OFF THE GROUND.

GERALD A. NEUMANN

Regular City Council Meeting
Meeting Date: 08/22/2011
TITLE: Special Review #892 - 721 & 723 N 16th Street - 3-plex - Public Hearing
PRESENTED BY: Candi Beaudry
Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

This is a request for a special review to allow the addition of one dwelling unit within an existing duplex dwelling at 721 and 723 N 16th Street in a Residential 6,000 (R-60) on a 7,000 square foot parcel of land. The subject property is legally described as Lots 52 and 53, Block 1, North Park Subdivision. The applicant has applied for a concurrent lot area variance to the Board of Adjustment. The Board of Adjustment will hear this application on August 3, 2011. The Board of Adjustment conditionally approved the variance on a 5-0 vote. The Zoning Commission conducted a public hearing on August 2, 2011, and is forwarding a recommendation of conditional approval on a 3-0 vote.

ALTERNATIVES ANALYZED

The Planning Division reviewed the application and recommended conditional approval to the Zoning Commission. The Zoning Commission concurred with this recommendation. 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 owner has applied for concurrent lot area variance since the lot is less than 8,500 square feet, the minimum area required for a 3-plex. The application is conforming to the purposes of the regulations and the 2008 Growth Policy and the 2008 North Park Neighborhood Plan. The development will add one dwelling to an existing duplex dwelling in an area identified in the plan as an area for housing growth and medium density. Multi-family dwellings are allowed by special review approval in the R-60 zoning district.

The application also conforms to the second and third criteria. The current duplex meets all zoning requirements for setbacks, lot coverage and building height. The exterior of the building will remain unchanged. The existing off-street parking spaces are adequate to accommodate the additional 1-bedroom apartment. There are several other multi-family dwellings in the neighborhood and this will not be out of character. The proposal is compatible and conditions are recommended to mitigate any potential adverse effects on the surrounding area. The proposal is consistent with goals of the 2008 Growth Policy and the 2008 North Park Neighborhood Plan specifically the recommendation to focused new housing in the northeast part of the neighborhood and developments that are consistent with neighborhoods and adjacent land uses.

The Zoning Commission is recommending conditions for this special review based on the approval criteria for special review uses.

1. The special review approval shall be limited to Lots 52 and 53, Block 1 of North Park Subdivision, generally located at 721 and 723 N 16th Street.
2. The special review approval is for one 3-plex multi-family dwelling in a single structure and no other use is intended or implied by this approval.
3. Any expansion of the proposed building, greater than 10 percent of what is shown on the submitted site plan will require an additional special review approval.
4. 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.
5. 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

If approved, the improvements to the existing duplex will add taxable value to the property.

BACKGROUND

This is a request for a special review to allow addition of a dwelling unit to an existing duplex dwelling at 721 and 723 N 16th Street. The existing duplex was constructed in 1997 with an unfinished basement area currently used for storage. The owner wishes to convert this basement area to a 1-bedroom apartment and create a 3-plex dwelling. Prior to 1997, the zoning regulations allowed multi-family uses by right in the R-60 zoning districts if enough lot area existed for the number of proposed dwelling units. Multi-family uses now require special review approval of the City Council. The R-60 zoning requires 7,000 square feet for a 2-family dwelling and 8,500 square feet for a 3-plex. The current lot area is 7,000 square feet. The owner has applied for a lot area variance and the Board of Adjustment will hear this request on August 3, 2011. If the Board of Adjustment denies the lot area variance, this special review application will not proceed to the City Council.

The immediate neighborhood surrounding the parcel is zoned R-60 and there are 6 duplexes and 4 multi-family dwellings within 300 feet. There is also a 9-unit manufactured home park to the southeast and several additional multi-family dwellings to the northwest. The North Park Neighborhood Plan was updated in 2008 by the City Council and recommendations in the plan include focusing any new affordable housing opportunities in the northeast area of the neighborhood. The preferred Future Land Use plan for this area was shown as “Medium Density” residential uses. The proposed 3-plex appears to meet both these recommendations in the plan.

The applicant proposes to remodel the interior of the basement – no additional expansion of the foot print is required. The lot appears to have the required number of off-street parking spaces for the proposed expansion. The existing landscaping and fencing is sufficient for the proposed development.

STAKEHOLDERS

The Zoning Commission conducted a public hearing on August 2, 2011, and received testimony from the applicant, Jonathan Kober. No other testimony was received. Mr. Kober stated the building was originally designed to hold 4 dwelling units but was constructed as a duplex in conformance with zoning in 1997. Mr. Kober stated there is an unfinished portion of the basement he would like to convert to a small 1-bedroom apartment of 736 square feet. In addition, a portion of the basement would be converted to a common laundry room that would benefit all three apartments. He stated 2 egress windows would be installed on the north side of the building.

Commission Member Dan Wagner made a motion to recommend conditional approval to the City Council. The motion was seconded by Ed Workman and the Commission voted 3-0 to forward this recommendation.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

Please see the Alternatives Analyzed section above for consistency with adopted plans.

RECOMMENDATION

The Zoning Commission is forwarding a recommendation of conditional approval for Special Review #892 on a 3-0 vote.

APPROVED BY CITY ADMINISTRATOR

Attachments

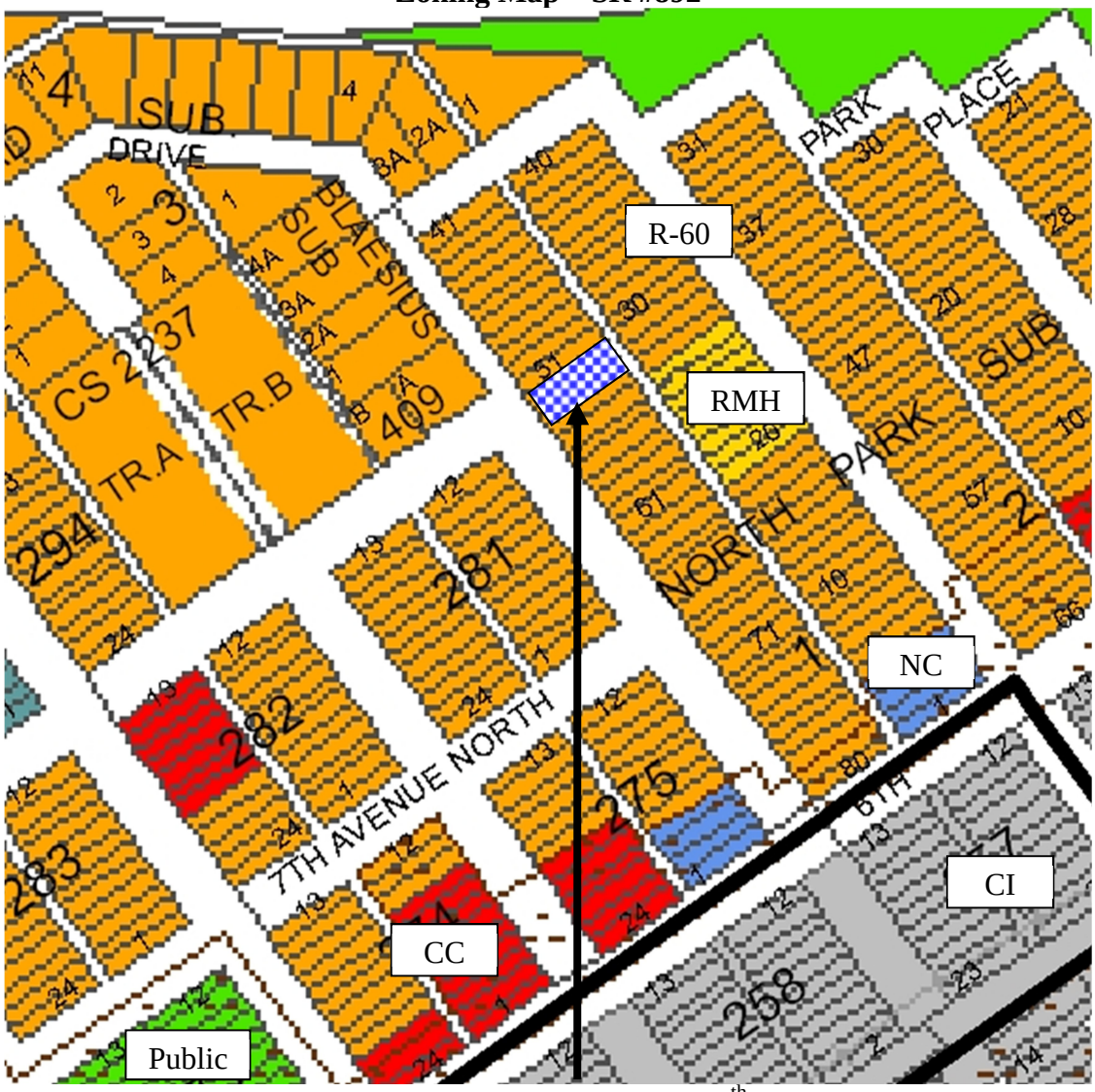
Zoning Map

Site Photos

Site Plan

Applicant Letter

Attachment A
Zoning Map – SR #892



Subject Property – 721 and 723 N 16th Street

Attachment B
Site photos – SR #892

Subject Property

Subject Property

Attachment B, continued
Site photos – SR #892

3-plex north of subject property

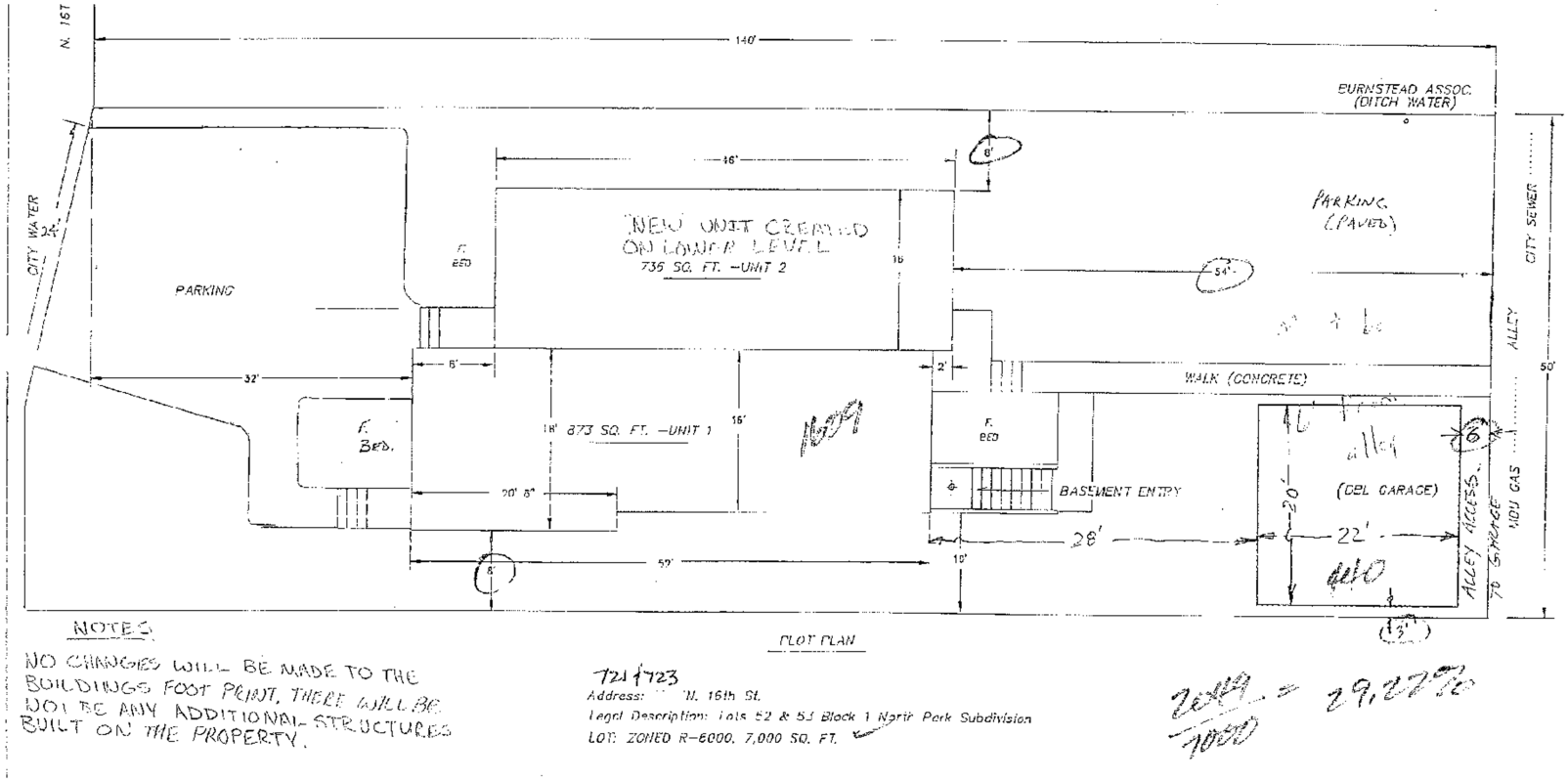
6-plex north and west of subject property

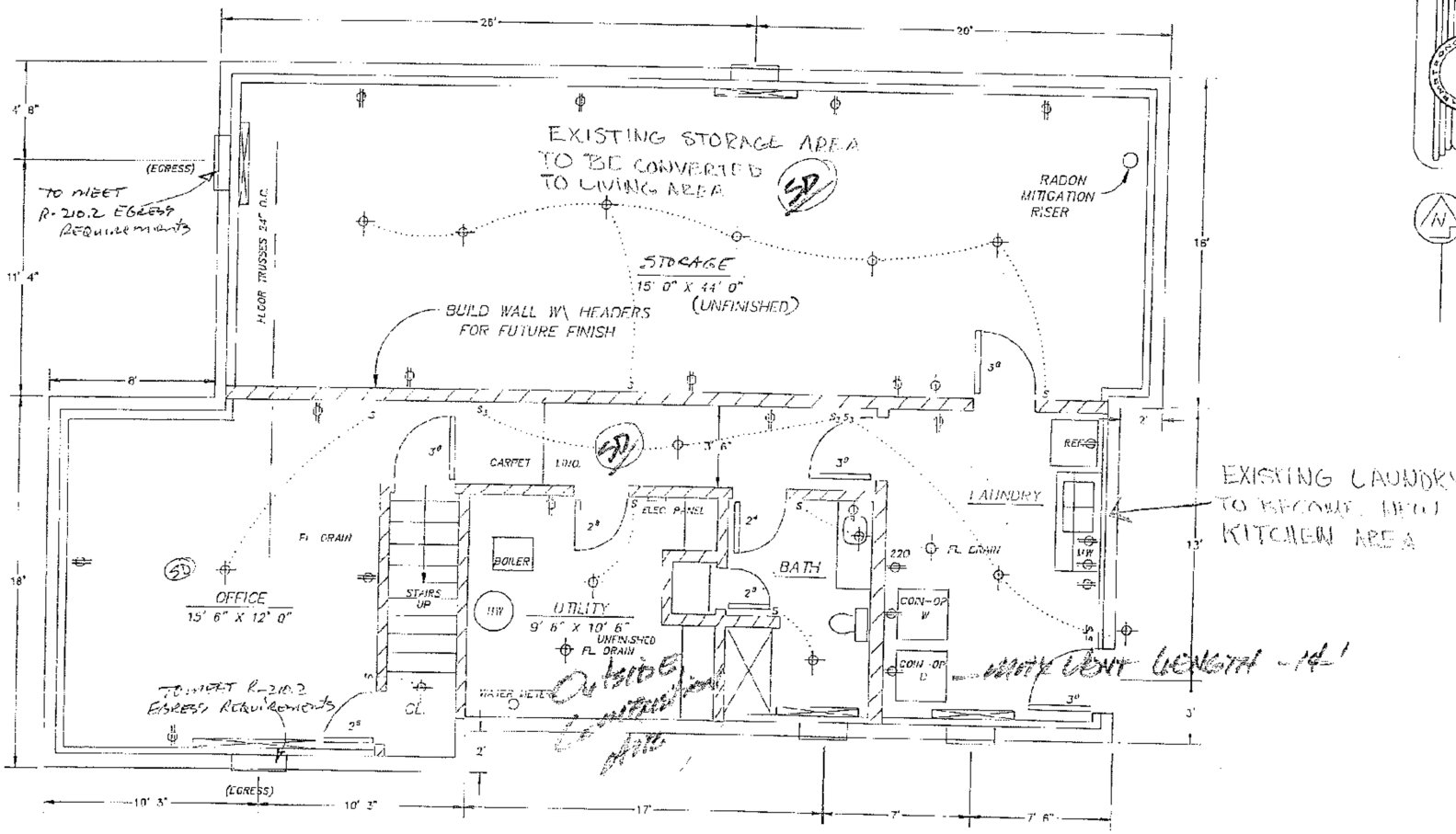
Attachment B, continued
Site photos – SR #892

Single family residence south of subject property

View south and west from subject property along N 16th Street

Attachment C
Site Plan – SR #892





LOWER LEVEL

PROPERTY OF BUILDING SERVICES
NOT TO BE REPRODUCED

N

N16ALDWG

SCALE: 3\16" = 1'

PG. 2 OF 9

DRAWN:

CHECKED:

DATE: 05-26-1997

B: N. 16TH ST.

Attachment D
Applicant Letter – SR #892

July 5, 2011

To Whom It May Concern:

I am the owner of the property located at 721 and 723 North 16th Street. This property is currently a duplex and was built approximately 10 years ago by John Armstrong, a North Park area advocate. Mr. Armstrong intended this property to be a four plex but never finished the basement entirely. It is my intent to convert this property to a 3-plex by taking the portion of the basement that is unfinished and converting it to a private entry basement home.

Its the newest (by far) structure on the 600 and 700 blocks of North 15th, North 16th, and North 17th, and could be considered one of the prime properties for this neighborhood. About half of the lower level (basement) is unfinished and without increasing the size of the house, a one bedroom apartment could easily be made from this unfinished portion.

This particular property is kept up and would be an asset to any Billings neighborhood. I have enclosed pictures to show this. I would also like to take this opportunity to point out that most of the properties on this block are multi-family dwellings. One of my biggest concerns with this or any of my properties is to keep them looking as close to perfect as I possibly can. In addition, my request to you comes at a time when there is a demand for good, clean, safe and inexpensive housing. I believe that I would be making a positive addition to the North Park neighborhood by utilizing this property to its full potential.

I hope that I have clarified any issues that will make your decision easier. Thank you for your time and consideration.

JONATHAN D KOBER

Jonathan D. Kober
2213 Hyacinth Drive
Billings, MT 59105
591-3492

RECEIVED
JUL - 6 2011
PLANNING & COMMUNITY SERVICES DEPARTMENT

Consent 9.

Regular City Council Meeting
Meeting Date: 08/22/2011
TITLE: SID 1360 Revised Parameters Resolution
PRESENTED BY: Patrick M. Weber, Finance Director
Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

Finance has been working on refunding SID 1360 (Gabel Road). Part of the task was getting Gabel Road, Lynn Ave and Moore Lane rated by Standard & Poors. Unfortunately S&P rated the bonds as non-investment grade. The decision was based mainly on the number of undeveloped parcels in Miller Crossing and Gabel Road.

The bonds for SID 1360 were issued in 2003 with a net effective interest rate of 5.63%. An analysis indicated a lower interest rate could be achieved by refinancing. City Council passed a parameters resolution for 1360 on 07/25/11 which stated that savings on the reginancing should be at least $180,000.

There still are buyers interested in refinancing the project because of the lack of bonds available on the market. Attached is a resolution that staff requests be added to the August 22nd agenda. The resolution adjusts the parameter of savings to $150,000 due to the non-investment grade rating. Staff is asking to add this item now because the interest rates for SIDs are very low and the underwriter wants to start marketing the bonds Wednesday August 24th to achieve the best possible interest rate.

Even at the new amount there are many property owners with significant savings.

A 3/4 vote of Council Members present is needed to add the item to the agenda; a simple majority is needed to approve the refunding.

ALTERNATIVES ANALYZED

The Council may:
-Approve the resolution, setting the refinancing in motion; or
-Not approve the resolution, leaving the current bonds in place.

FINANCIAL IMPACT

The anticipated financial impact would be a decrease in savings from the refunding from $180,000 to $150,000.

RECOMMENDATION

Staff recommends City Council aprove the resolution setting new paramenters for the SID 1360 (Gabel Road) refunding.

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; AMENDING THE PARAMETERS FOR THE ISSUANCE AND PRIVATE NEGOTIATED SALE THEREOF" (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 August 22, 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 22nd day of August, 2011.

_____
City Clerk

RESOLUTION NO. _____

RESOLUTION RELATING TO SPECIAL IMPROVEMENT DISTRICT NO. 1360 REFUNDING BONDS, SERIES 2011; REVISING THE PARAMETERS FOR THE ISSUANCE AND PRIVATE NEGOTIATED SALE THEREOF

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

Section 1. Recitals, Authorizations and Prior Actions.

1.01. Pursuant to Resolution No. 11-19088 (the "Parameters Resolution"), this Council determined it to be in the best interests of the City and the owners of property in the District for the City to sell its Special Improvement District No. 1360 Refunding Bonds, Series 2011" (the "Bonds"), in the maximum aggregate principal amount of $2,620,000 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 ("Springsted"), subject to the terms and limitations set forth in the Parameters Resolution. The Bonds are to be issued in order to provide funds to refund the Outstanding Bonds.

1.02. As a result of a change in circumstances due to the inability to obtain an investment grade rating for the Bonds and based on the recommendations of Springsted, the City Finance Director recommends that the Council amend and restate the terms and limitations set forth in the Parameters Resolution for the sale of the Bonds.

Section 2. Amendments. Sections 2 and 3 of the Parameters Resolution are hereby amended and restated in their entirety as follows:

"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 $150,000. The savings will benefit the District and the owners of property therein by reducing the total cost of the improvements financed from the proceeds of the Outstanding Bonds.

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 5.9% 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."

PASSED AND APPROVED by the City Council of the City of Billings, Montana, this 22nd day of August, 2011.

_____
Mayor

Attest: _____
City Clerk

(SEAL)

Consent 10.

Regular City Council Meeting

Meeting Date: 08/22/2011

TITLE: Community Challenge Planning Grant - Request for Tax Increment Finance Funds

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

Big Sky Economic Development Authority (Big Sky EDA), on behalf of the East Billings Urban Renewal District (EBURD) HUD-DOT-EPA Sustainable Communities Partnership, is asking for up to $3 million, contingent on other verified matching funds, from the Community Challenge Planning Grant program to develop and implement a Sustainable Communities Fund. The fund will be used to direct, ensure and align investments in projects that embrace the livability principles and promote long-term sustainable development in the East Billings Urban Renewal District (EBURD).

The Sustainable Communities Fund is the Partnership's strategy to create and preserve affordable housing close to job clusters in the EBURD's revitalized mixed-income, mixed-use neighborhoods. Projects funded through the Sustainable Communities Fund will mirror all of the Community Challenge Grant's criteria. Applicants must also align their projects with the aims and goals of the East Billings Urban Renewal Plan, EBURD Master Plan, Parking Overlay Zone, Exposition Gateway Plan, Form-Based (EBURD) Code, International Energy Conservation Code, and the proposed City Infill Policy. Having these crucial planning activities already in play has provided an environment conducive to sustainable development. By virtue of a Sustainable Communities Fund, the local Partnership will consider projects that plan, establish and acquire land for development, redevelopment and revitalization that reserves property for the development of affordable housing within the context of sustainable development.

The local Partnership's catalyzing project is the homeWORD-North Park Children's Center (NPCC) mixed-used, affordable housing complex. The project has been vetted through the local Partnership. homeWORD and NPCC will apply to the Sustainable Communities Fund to defray the costs of land acquisition. Other projects likely to access the Fund have been identified and will be vetted through the local Partnership.

The grant requires a 20% local match. Many of the partners are contributing in-kind contributions totaling $200,000. Staff is requesting the City contribute $100,000 of tax increment funds from the East Billings Urban Renewal District annually for three years for a total of $300,000. The grant application requires the Mayor's signature on a letter of commitment of those funds as well as a letter stating the City is a member of the East Billings Urban Renewal District (EBURD) HUD-DOT-EPA Sustainable Communities Partnership. Staff is requesting City Council vote to put these items on the August 22, regular City Council agenda and approve the commitment of $300,000 of EBURD TIF funds as match for the grant.

The grant application is due Sept. 9, before another Council meeting will be held, so the Council is being asked to add this item to the Aug. 22 agenda. The EBURD Board usually is asked to make a recommendation to the Council but cannot meet until after the Aug. 22 Council meeting. The Council could make approval of the grant application contingent on a favorable

recommendation from the EBURD Board.

A 3/4 vote of the Council Members present is needed to add the grant application to the agenda. Then a simple majority of those present is needed for approval of the item.

ALTERNATIVES ANALYZED

A 20% local match is required for the Communities Challenge Planning Grant. Tax Increment finance funds committed by the City will be used in conjunction to leverage the grant. The maximum amount that can be leveraged is $300,000.

Council first may consider whether or not to add the item to the Aug. 22 agenda. If the item is added, the Council then may:

• Approve the request to commit $100,000 of EBURD TIF funds annually for a total of $300,000. This approval may be subject to a recommendation from the EBURD Board, if the Council desires; or
• Deny the funding request; or
• Modify the funding request

FINANCIAL IMPACT

There will be approximately $331,000 of unobligated funds in the EBURD tax increment fund available in FY12. Future revenues are not committed to any projects other than the First Interstate Bank Operation Center's annual payment of approximately $93,000 and to the TIFD Coordinator position of approximately $50,000. After these obligations are met, it is anticipated approximately $188,000, at a minimum, will remain in the fund. There are sufficient funds in the EBURD TIF fund to cover the annual match.

RECOMMENDATION

Staff recommends that Council vote to put these items on the August 22, regular City Council agenda and approve the commitment of $100,000 annually for three years of EBURD TIF funds as match for the grant.

APPROVED BY CITY ADMINISTRATOR

Attachments

Letter for Match

Letter to Participate in Partnership

August 23, 2011

Sara Hudson, Economic Development Specialist
Big Sky Economic Development Authority
222 North 32nd Street
Billings, MT 59101

RE: City of Billings Commitment of Match to the Community Challenge Planning Grant

Dear Sara,

On August 22, at its regular business meeting, the Billings City Council voted to approve committing $100,000 annually for 3 years of East Billings Urban Renewal District (EBURD) tax increment funds as a match for the U.S. HUD Community Challenge Planning grant.

It is our belief that the grant funding and the City's contribution will be invaluable at furthering the goals of the EBURD Master Plan and creating a sustainable neighborhood for the businesses and residents in the EBURD. The creation of a Sustainable Communities Fund, as proposed in the grant application, will provide a vehicle to overcome a number of artificial and bureaucratic barriers to sustainable development in the EBURD. We also believe it will further collapse local silos among housing, transportation, land use, economic development and workforce development agencies; ensure that equitable affordable housing opportunities are provided in the EBURD; increase participation and decision-making by populations traditionally marginalized in public planning processes, including underserved populations; and will dramatically increase economic development in the EBURD.

We are very encouraged by all the efforts focused on the EBURD by members of the East Billings Urban Renewal District HUD-DOT-EPA Sustainable Communities Partnership. We wish you the best of luck with your application.

Sincerely,

Thomas W. Hanel
Mayor

August 23, 2011

Sara Hudson, Economic Development Specialist
Big Sky Economic Development Authority
222 North 32nd Street
Billings, MT 59101

RE: City of Billings Participation in the East Billings Urban Renewal District (EBURD) HUD-DOT-EPA Sustainable Communities Partnership and Funding Commitment

Dear Sara;

On August 22, at its regular business meeting, the Billings City Council voted to participate in the East Billings Urban Renewal District (EBURD) HUD-DOT-EPA Sustainable Communities Partnership. The City Council also approved committing $100,000 annually for 3 years of East Billings Urban Renewal District (EBURD) tax increment funds as a match for the U.S. HUD Community Challenge Planning grant.

City staff will serve on the Partnership on behalf of City Council for the duration of the grant as both an advisor and a resource. It is our understanding the Council will be kept informed and provided opportunity for input on the allocation of the Sustainable Communities Fund in so far as it affects City funds.

We appreciate the efforts the Partnership has contributed to promoting affordable housing, environmental safety, economic development and transportation options to businesses and residents of the EBURD. We wish you continuing success towards these ends.

Sincerely,

Thomas W. Hanel
Mayor