CITY OF BILLINGS

CITY OF BILLINGS VISION STATEMENT:

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

AGENDA

COUNCIL CHAMBERS **September 12, 2011** **6:30 P.M.**

CALL TO ORDER – Mayor Hanel

PLEDGE OF ALLEGIANCE – Mayor Hanel

INVOCATION – Councilmember Gaghen (to be included with Proclamation)

ROLL CALL

MINUTES: August 22, 2011

COURTESIES - Police Department Citizen Recognition

PROCLAMATIONS: A Day of Service and Rememberance

ADMINISTRATOR REPORTS - TINA VOLEK

PUBLIC COMMENT on "NON-PUBLIC HEARING" Agenda Items #s 1, 2, 3, 8, 9, 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. Mayor Hanel recommends that Council confirm the following appointments:

1.

	Name	Board/Commission	Term	
			Begins	Ends
1	David Mosdal	Yellowstone County Soil Conservation District	09/12/11	06/30/14

B. Bid Awards:

1. **W.O. 10-16, 32nd Street West Two-Way Left-Turn Lane, King Avenue West to Broadwater Avenue.** (Opened 8/30/2011) Recommend HighMark Traffic Services, Inc.; $72,525.25.

2. **Three-Year Window Cleaning Services for Billings Logan International Airport Terminal Building.** (Opened 8/23/2011) Recommend Skyline Services, Inc.; $58,590.

3. **Yellowstone Family Park Improvements.** (Opened 8/9/2011) (Action delayed from 8/22/2011) Recommend Good Earth Works, Inc.; $772,149.

4. **Loader-Mounted Snowblower for Street/Traffic Division.** (Opened 8/30/11) Recommend delay of award until September 26, 2011.

C. **Professional Engineering Services Contract** for design and construction administration for W.O. 12-01, 2012 Water and Sewer Replacement Project, Schedule 2; DOWL HKM, in an amount not to exceed $XX.

D. **Contract** with State of Montana Department of Public Health and Human Services (DPHHS) to provide paratransit services; 7/1/2011-6/30/2012 with three, one-year extensions not to exceed a total of four years; approximate annual revenue - $90,000.

E. **Memoranda of Understanding** between the City of Billings and Billings Public Schools for two (2) middle school resource officers and three (3) high school resource officers (7/1/11 - 6/30/12); Billings Public Schools payment to the City of Billings - $117,832.

F. **Approval** of annual Funding Agreement with the Yellowstone County Council on Aging.

G. **Approval** of Investment Grade Audit Report (IGAR) as presented by McKinstry Essention, Inc.

H. **Approval** of Report for Pledged Collateral for First Interstate Bank Certificates of Deposit and US Bank Certificates of Deposit.

I. **Approval of Semi Annual Investment Report.**

J. **Acknowledging Receipt of Petition to Annex #11-03:** 14.87 acres located west of Highway 87 and north of the existing commercial development that includes American Pharmaceuticals in the Billings Heights, legally described as Tract 2D of C/S 2776, Amended; Wayne Laufer, petitioner, and setting a public hearing date for 9/26/11.

K. **Street Closures:**

1. Inland Truck Parts Company Car Show; September 16, 2011; 9 a.m. to 6 p.m.; North 16th Street between 1st and 2nd Avenues North.

2. Chase Hawks Memorial Association Race for Chase 5K and 10K Run; October 2, 2011; 7 a.m. to 11 a.m.; combined start just west of Sportman's Warehouse parking lot proceeding on Shiloh, Neibauer, 56th St. W, Hesper & Shiloh Roundabout, finishing at the entrance of Zoo Montana.

3. Cadillac Jax Sports Bar Grand Opening; September 17, 2011; 3:00 p.m. until 10:30 p.m.; 18th Street West from Grand Avenue south to the alley.

4. Skyview High School Homecoming Parade; October 7, 2011; Noon until 2:00 pm; starting from Skyview's parking lot, east on Wicks to Babcock, returning to Skyview's parking lot.

5. Skyview High School 5K Fun Run/Walk; October 2, 2011; Noon to 2:00 p.m.; starting at Skyview High School on High Sierra Blvd, west on Wicks Lane, east on Matador Ave., south on Vesca Way, east on Sierra Grande Blvd, south on Fantan, west on Wicks Lane, back to High Sierra Blvd ending on Skyview High School track.

L. **Second/Final 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. Approval of the zone change and adoption of the determinations of the 12 criteria.

M. **Resolution** allocating up to $10,000 of Council Contingency Funds to the President's Reception at the Montana League of Cities and Towns 2011 Annual Conference to be held in Billings October 5-7, 2011.

N. **Approval** of extension of preliminary plat approval for two years for North Pointe Square Subdivision, 2nd Filling; setting new expiration date of October 14, 2013.

O. **Final Plats**

1. **River Rock Estates Subdivision**

2. **Montana Sapphire Subdivision, Amended Lot 9-A, Block 1**

P. **Bills and Payroll:**

1. **August 5, 2011**

2. **August 12, 2011**

3. **August 19, 2011**

REGULAR AGENDA:

2. **TEAMSTER LOCAL 190 7/1/2011 - 6/30/2013 UNION CONTRACT.** Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

3. **RECOMMENDATION** to the Policy Coordinating Committee (PCC) for approval of the Draft 2012 Unified Planning Work Program (UPWP). Staff recommends making recommendation of approval to the PCC. (Action: approval or disapproval of staff recommendation.)

4. **CONTINUANCE OF PUBLIC HEARING FOR 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. (Continued from 8/22/2011). Zoning Commission recommends denial. (Action: approval or disapproval of Zoning Commission recommendation.)

5. **PUBLIC HEARING AND RESOLUTION FOR ANNEXATION #11-02:** Property described as 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. Staff recommends conditional approval. (Action: approval or disapproval of staff recommendation.)

6. **PUBLIC HEARING AND RESOLUTION** assessing annual fee for encumbrances, obstructions, or encroachments on, over, across or above the streets, avenues, sidewalks, or alleys of the City of Billings. Staff recommends approval. (Action: approval or disapproval of staff recommendation).

7. **PUBLIC HEARINGS AND RESOLUTIONS regarding the re-spread of assessments in the following Special Improvement Districts.**

   A. **SID 1387 :** Zimmerman Trail Subdivision Sanitary Sewer Improvements. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

   B. **SID 1388 :** Dorothy Lane Street and Storm Drain Improvements. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

   C. **SID 1389 :** Clubhouse Way Water, Sewer, Storm Drain, and Street Improvements. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

   D. **SID 1383 :** Cherry Hills Road Water, Sewer, Storm Drain, and Street Improvements. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

8. **RESOLUTION** approving $1,058,250 SID 1392 Bond Anticipation Notes, Series 2011, fixing the form and details and authorizing execution and delivery of the bonds. Staff recommends approval. (Action: approval of disapproval of staff recommendation.)

9. **RESOLUTION** approving $710,000 Pooled Special Improvement District Bonds, Series 2011 (SID 1369 and SID 1391) fixing the form and details and authorizing execution and delivery of the bonds. Staff recommends approval. (Action: approval of disapproval of staff recommendation.)

10. **RESOLUTION** approving $2,620,000 Special Improvement District 1360 Refunding Bonds, Series 2011, fixing the form and details and authorizing execution and delivery of the bonds. Staff recommends approval. (Action: approval of disapproval of staff recommendation.)

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: 09/12/2011
TITLE: Boards & Commissions Appointment
PRESENTED BY: Tina Volek
Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

The Mayor is requesting that the City Council confirm an appointment for a Board and Commission position that is vacant due to a term expiration.

ALTERNATIVES ANALYZED

Council may:

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

FINANCIAL IMPACT

The proposed action has no financial impact.

RECOMMENDATION

Mayor Hanel recommends that Council confirm the following appointment:

	Name	Board/Commission	Term	
			Begins	Ends
1	David Mosdal	Yellowstone County Soil Conservation District	09/12/11	06/30/14

APPROVED BY CITY ADMINISTRATOR

Consent 1. B. 1.

Regular City Council Meeting
Meeting Date: 09/12/2011
TITLE: W.O. 10-16: 32nd Street West Two-way Left-turn Lane
PRESENTED BY: David Mumford
Department: Public Works

PROBLEM/ISSUE STATEMENT

Bids were received for W.O. 10-16, 32nd Street West Two-Way Left-Turn Lane on August 30, 2011. The project includes re-signing and re-striping the street to include new bicycle lanes and a two-way left-turn lane on 32nd Street West from King Avenue West to Broadwater Avenue.

ALTERNATIVES ANALYZED

The Council may:

• Award W.O. 10-16 to HighMark Traffic Services, Inc. in the amount of $72,525.25; or
• Do not award contract for W.O. 10-16 to HighMark Traffic Services, Inc.

FINANCIAL IMPACT

Three bids were received for this project as follows:

Contractor	Amount
HighMark Traffic Services, Inc.	$72,525.25
Arrow Striping & Manufacturing, Inc.	$82,000.00
Streamline Markings, Inc.	$88,859.30
Engineer's Estimate	$101,779.72

Funding for this project is from gas tax and it is included the FY 12 budget.

RECOMMENDATION

Staff recommends that Council approve the construction contract for Work Order 10-16, 32nd Street West Two-Way Left-Turn Lane, with HighMark Traffic Services, Inc. in the amount of $72,525.25.

APPROVED BY CITY ADMINISTRATOR

Consent 1. B. 2.

Regular City Council Meeting

Meeting Date: 09/12/2011

TITLE: Approval of Three Year Window Cleaning Services for Billings Logan International Airport Terminal Building

PRESENTED BY: Tom Binford

Department: Airport

PROBLEM/ISSUE STATEMENT

The Billings Logan International Airport currently uses a contractor to provide weekly, monthly, and quarterly window cleaning services for the Airport Terminal Building. Due to the height and location of many of these windows, a professional window cleaning contractor is better equipped to handle this work and can provide this service more efficiently than can the Airport maintenance employees. The current window cleaning service agreement expires on October 31, 2011. The notice for bids for this service agreement was advertised in the *Billings Times* on August 4 and 11, 2011, and placed on the City's Web Site. On August 23, 2011, two bids were received for this contracted service. Skyline Services, Inc. bid $58,590, and Fish Window Cleaning bid $209,000. The staff estimate for this three year service agreement was $60,000. Staff has reviewed both bids and finds the low bid from Skyline Services, Inc. acceptable.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the Agreement with the low bidder for the Three Year Window Cleaning Services for Billings Logan International Airport; or
- Decline to approve the Agreement, reject both bids, and not complete the Agreement at this time.

FINANCIAL IMPACT

The total cost of the three-year Service Agreement is $58,590 or $19,530 per year. The source of funding for the first year of the contract is budgeted in the Airport's approved FY 2012 operating budget.

RECOMMENDATION

Staff recommends that the City Council award the Three Year Window Cleaning Services Agreement for the Billings Logan International Airport Terminal Building to the low bidder, Skyline Services, Inc., for the amount of $58,590.

APPROVED BY CITY ADMINISTRATOR

Consent 1. B. 3.

Regular City Council Meeting

Meeting Date: 09/12/2011

TITLE: Yellowstone Family Park Construction Contract Award

PRESENTED BY: Mike Whitaker

Department: Parks/Rec/Public Lands

PROBLEM/ISSUE STATEMENT

Staff is seeking Council approval of a construction contract to improve 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 are deducted, 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. The construction period will be for 90 days beginning on or about September 14, 2011. Bids were opened on August 9, 2011. There were 2 bidders and Good Earth Works of Billings is the apparent low bidder with a base bid of $656,584.00. At the August 22nd Council meeting, staff requested and the City Council approved delaying the contract award until this meeting. Due to favorable bids and after staff consulted with representatives of Yellowstone Club Estates and Yellowstone Ridge Subdivision, staff recommends accepting Alternate #2 (Additive) for a sidewalk in Yellowstone Ridge for $21,000.00 and Alternate #3 (additive), reconstructing the intersection at Bobby Jones and 54th Street West for $94,565.00. The total cost of construction is $772,149.00. Staff does not recommend accepting Alternate #1 (deductive) to construct only half of the basketball court.

A copy of the contract with Good Earth Works, Inc. is available for review in the City Clerk's office.

ALTERNATIVES ANALYZED

The City Council may:

1. Award the contract for Base Bid, Alternate #2 and Alternate #3 for a total cost of $772,149.00; or
2. Award the contract for Base Bid and Alternate #3 only for a total cost of $751,149.00; or
3. Award the contract for Base Bid and Alternate #2 only for a total cost of $677,584.00; or
4. Award the contract for Base Bid only for a total cost of $656,584.00; or
5. Reject all bids and do not award a contract for the park's construction.

FINANCIAL IMPACT

A Special Improvement District and a Park Maintenance District have been created to finance the construction and ongoing maintenance of Yellowstone Family Park. There will be no financial impact to the City.

RECOMMENDATION

Staff recommends that the City Council award a contract for the Base Bid, Alternate #2 and Alternate #3 for a total cost of $772,149.00 to Good Earth Works, Inc. of Billings to construct the Yellowstone Family Park.

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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Regular City Council Meeting
Meeting Date: 09/12/2011
TITLE: 2011 Loader Mounted Snowblower
PRESENTED BY: David Mumford
Department: Public Works

PROBLEM/ISSUE STATEMENT

Bids were received by the Street/Traffic Division for the Public Works Department on August 30, 2011, to purchase a Loader Mounted Snowblower. This purchase is included in the FY12 budget and was a supplemental budget request in the Equipment Replacement Plan (ERP). Due to needing additional time to review bids staff would like to delay bid award until September 26, 2011.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the purchase of the Loader Mounted Snowblower from the apparent low bidder; or
- Reject all bids and not purchase the Loader Mounted Snowblower; or
- Delay bid approvel until September 26, 2011, to allow additional time to review the bids

FINANCIAL IMPACT

The City received 2 bids for the Loader Mounted Snowblower as follows:

Vendor	Bid
Solid Waste Systems	$114,298.00
T & E	$143,021.00

RECOMMENDATION

Staff recommends delaying this bid award until September 26, 2011, to allow staff additional time to review the bids.

APPROVED BY CITY ADMINISTRATOR

Consent 1. C.

Regular City Council Meeting

Meeting Date: 09/12/2011

TITLE: Work Order 12-01, Contract for Professional Engineering Services, 2012 Water and Sewer Replacement Projects-Schedule 2

PRESENTED BY: David Mumford

Department: Public Works

PROBLEM/ISSUE STATEMENT

The City Council is asked to consider awarding a professional engineering services contract to DOWL HKM in the amount of $608,000 for design and construction administration services on Schedule 2 of the 2012 Water and Sanitary Sewer Replacement Projects. The projects include approximately 1,025 feet of water main replacement on Grand Avenue between 30th Street West and Patricia Lane; approximately 1,145 feet of sewer main replacement on Grand Avenue and in the alley south of Grand Avenue from 30th Street West to Patricia Lane; elimination of the Lloyd Mangrum Sewer Lift Station, including approximately 1,400 feet of new sewer main on or near Lloyd Mangrum Lane from the lift station site to 54th Street West; replacement of the Sam Snead Lift Station and its relocation, including approximately 300 feet of new sewer main and 150 feet of new force main; and up to 7,000 feet of sewer main replacement to be located in the area bounded by 15th Street West, 9th Street West, Poly Drive, and Avenue B.

DOWL HKM was selected based on City staff review of project proposals submitted by prequalified firms. Other firms considered for the work were Sanderson Stewart and Morrison-Maierle, Inc.

The City replaces and upgrades its water and sanitary sewer utilities as part of an annual maintenance program. As underground pipe approaches the end of its useful life, the City's maintenance costs and liability risks increase. Corroding pipe and leaking joints lead to water loss and reduced capacity. Water main breaks can cause property damage. Old sanitary sewer mains deteriorate and can become intruded by tree roots. Problems such as misalignment, leakage, loss in carrying capacity and sewer backups result.

ALTERNATIVES ANALYZED

The City Council may:

- Award the engineering contract to DOWL HKM; or
- Do not award the engineering contract to DOWL HKM.

If the projects are not constructed, the City's water distribution and sanitary sewer collection systems in these areas will continue to experience ongoing maintenance problems.

FINANCIAL IMPACT

Funding for these projects is from water and wastewater revenues and are included in the 2012 CIP. Funding is sufficient for the engineering design and construction administration portion of the project which is now under consideration, as well as for the project construction planned for bidding by contractors in April of 2012.

RECOMMENDATION

Staff recommends that Council award a professional engineering services contract for the design and construction administration portion of Schedule 2 of the 2012 Water and Sanitary Sewer Replacement Projects to DOWL HKM in the amount not to exceed $608,000.

APPROVED BY CITY ADMINISTRATOR

Attachments

WO 12-01 Final PES Contract, Sch. 2

Contract for Professional Engineering Services

City of Billings W.O. 12-01:
2012 Water & Sanitary Sewer Rehabilitation – Schedule 2

In consideration of the mutual promises herein, City of Billings and _DOWL HKM_ agree as follows. This Contract consists of:

Part I, consisting of 15 Sections of Special Provisions;

Part II, consisting of 11 Sections of General Provisions;

Appendix A consisting of _7_ pages (Basic Services of Engineer);

Appendix B consisting of _1_ page (Methods and Times of Payment);

Appendix C consisting of _1_ page (Additional Services of Engineer);

Appendix D consisting of _3_ pages (Schedule of Professional Fees);

Appendix E consisting of _1_ page (Project Schedule); and

Appendix F consisting of _4_ pages (Certificate(s) of Insurance).

PART I
SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

A. "Administrator" means the City Engineer of the Engineering Division of the Public Works Department or his designee.
B. “Billings” means the City of Billings.
C. "Engineer" means _DOWL HKM_.

Section 2. Scope of Services.

A. The Engineer shall perform professional services in accordance with Appendix A, which is attached hereto and incorporated in this Section by reference.
B. Billings shall pay the Engineer in accordance with the Schedule of Professional Fees attached as Appendix D and incorporated herein by reference for services actually performed under this Contract.
C. Billings shall not allow any claim for services other than those described in this Section. However, the Engineer may provide, at its own expense, any other services that are consistent with this Contract.

D. The Engineer shall provide two (2) sets of as-built drawings on full size paper and in digital format, as approved by the City of Billings, to the Administrator within 30 days after the project completion date. Final payment will be withheld until the as-built drawings are received by the City of Billings.
~~E. The Engineer shall provide certified construction payrolls to the Administrator stating in writing that the payrolls have been reviewed and are acceptable.~~

Section 3. Time for Performance.

A. This Contract becomes effective when signed on behalf of Billings.
B. The Engineer shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
C. This Contract shall terminate at midnight on December 31, 2013 .

Section 4. Compensation; Method of Payment.

A. Subject to the Engineer's satisfactory performance, Billings shall pay the Engineer no more than six hundred and eight thousand dollars ($608,000.00) in accordance with this Section.
B. The Engineer is not entitled to any compensation under this Contract, other than is expressly provided for in this Section.
C. As a condition of payment, the Engineer shall have paid all City taxes currently due and owing by the Engineer.

Section 5. Termination of the Engineer's Services.

The Engineer's services under Section 2 of this Part may be terminated:

A. By mutual consent of the parties.
B. For the convenience of Billings, provided that Billings notifies the Engineer in writing of its intent to terminate under this paragraph at least 10 days prior to the effective date of the termination.
C. For cause, by either party where the other party fails in any material way to perform its obligations under this Contract. Termination under this Subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefor, and the other party fails to cure the default within 30 days after receiving the notice.

Section 6. Duties Upon Termination

A. If Billings terminates the Engineer’s services for convenience, Billings shall pay the Engineer for its actual costs reasonably incurred in performing before termination and Billings shall pay for services rendered prior to termination. Payment under this Subsection shall never exceed the total compensation allowable under Section 4 of this Part. All finished and unfinished documents and materials prepared by the Engineer shall become the property of Billings.
B. If the Engineer’s services are terminated for cause, Billings shall pay the Engineer the reasonable value of the services satisfactorily rendered prior to termination,

less any damages suffered by Billings because of the Engineer's failure to perform satisfactorily. The reasonable value of the services rendered shall never exceed ninety percent (90%) of the total compensation allowable under Section 4 of this Part. Any finished or unfinished documents or materials prepared by the Engineer under this Contract shall become the property of Billings at its option.

C. If the Engineer receives payments exceeding the amount to which it is entitled under Subsections A or B of this Section, he shall remit the excess to the Administrator within 30 days of receiving notice to do so.
D. The Engineer shall not be entitled to any compensation under this Section until the Engineer has delivered to the Administrator all documents, records, Work product, materials and equipment owned by Billings and requested by the Administrator.
E. If the Engineer's services are terminated for whatever reason the Engineer shall not claim any compensation under this Contract, other than that allowed under this Section.
F. If a final audit has not been performed before the Engineer's services are terminated, Billings may recover any payments for costs disallowed as a result of the final audit.
G. Except as provided in this Section, termination of the Engineer's services under Section 5 of this Part does not affect any other right or obligation of a party under this Contract.

Section 7. Insurance.

A. The Engineer shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Contract, the Engineer shall furnish the Administrator with proof of insurance in accordance with Subsection B of this Section.
B. The Engineer shall provide the following insurance:

    1. Workers' compensation and employer's liability coverage as required by Montana law.
    2. Commercial general liability, including contractual and personal injury coverage's -- $1,500,000 per occurrence.
    3. Commercial automobile liability -- $1,500,000 per accident.
    4. Professional liability in the amount of $1,500,000 per occurrence.

C. Each policy of insurance required by this Section shall provide for no less than 30 days' advance notice to Billings prior to cancellation.
D. Billings SHALL be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies. In addition, all policies except Professional Liability and Worker's Compensation shall contain a waiver of subrogation against Billings.

Section 8. Assignments.

Unless otherwise allowed by this Contract or in writing by the Administrator, any assignment by the Engineer of its interest in any part of this Contract or any delegation of duties under this Contract shall be void, and an attempt by the Engineer to assign any part of

its interest or delegate duties under this Contract shall give Billings the right immediately to terminate this Contract without any liability for Work performed.

Section 9. Ownership; Publication, Reproduction and Use of Material.

A. Except as otherwise provided herein, all data, documents and materials produced by the Engineer under this Contract shall be the property of Billings, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents, or other materials. Exclusive rights shall not be attributed to portions of such materials presently in the public domain or which are not subject to copyright. Engineer shall retain rights to pre-existing proprietary property including but not limited to interactive models. The Engineer shall have the right to include photographic or artistic representations of the design and construction of the Project among the Engineer's promotional and professional materials. The Engineer's materials shall not include Billings' confidential or proprietary information regardless of whether Billings has previously advised the Engineer in writing of the specific information considered by Billings to be confidential and proprietary.
B. Equipment purchased by the Engineer with Contract funds: See Appendix A, Section 3. Scope of Work.
C. Should Billings elect to reuse Work products provided under this Contract for other than the original project and/or purpose, Billings will indemnify and hold harmless the Engineer from any and all claims, demands and causes of action of any kind or character arising as a result of reusing the documents developed under this contract. Additionally, any reuse of design drawings or specifications provided under this Contract must be limited to conceptual or preliminary use for adaptation, and the original Engineer's or subconsultant's signature, professional seals and dates removed. Such reuse of drawings and specifications, which require professional seals and dates removed, will be signed, sealed, and dated by the professional who is in direct supervisory control and responsible for adaptation.

Section 10. Notices.

Any notice required pertaining to the subject matter of this Contract shall be either sent via facsimile (FAX) or mailed by prepaid first class registered or certified mail, return receipt requested to the following addresses:

Billings: Debi Meling, City Engineer
City of Billings
Public Works Department
2224 Montana Avenue
Billings, Montana 59101 FAX: (406) 237-6291 / PH: (406) 657-3097

Engineer: DOWL HKM
Karen B. Fagg, Vice President
222 North 32nd Street, Suite 700
Billings, Montana 59101 FAX: (406) 656-6398 / PH: (406) 656-6399

Notices are effective upon the earlier of receipt, proof of good transmission (facsimiles only), or 5 days after proof of proper posting.

Section 11. Contract Budget.

In connection with its performance under this Contract, the Engineer shall not make expenditures other than as provided in line items in the Contract budget.

Section 12. Force Majeure.

A. Any failure to perform by either party due to force majeure shall not be deemed a violation or breach hereof.
B. As used in this Contract, force majeure is an act or event of substantial magnitude, beyond the control of the delayed party, which delays the completion of this Contract, including without limitation:

    1. Any interruption, suspension or interference resulting solely from the act of Billings or neglect of Billings not otherwise governed by the terms of this Contract.
    2. Strikes or Work stoppages.
    3. Any interruption, suspension or interference with the project caused by acts of God, or acts of a public enemy, wars, blockades, insurrections, riots, arrests or restraints of governments and people, civil disturbances or similar occurrences.
    4. Order of court, administrative agencies or governmental officers other than Billings.

Section 13. Financial Management System.

The Engineer shall establish and maintain a financial management system that:

A. Provides accurate, current, and complete disclosure of all financial transactions relating to the Contract;
B. Maintains separate accounts by source of funds for all revenues and expenditures and identifies the source and application of funds for the Engineer's performance under this Contract, including information pertaining to subcontracts, obligations, unobligated balances, assets, liabilities, outlays and income;
C. Effectively controls and accounts for all municipal funds and Contract property;
D. Compares actual expenditures with budgeted amounts and relates financial information to performance or productivity data including unit cost information where applicable;
E. Allocates administrative costs to direct service delivery units;
F. Minimizes the time between receipt of funds from Billings and their disbursement by the Engineer;
G. Provides accounting records supported by source documentation; and
H. Provides a systematic method assuring the timely and appropriate resolution of audit findings and recommendations.

Section 14. Funding Requirements.

In the event that any funding source for this Contract should impose additional requirements upon Billings for the use of those funds, the Engineer agrees to abide by those additional requirements immediately upon receipt of written notice thereof from Billings.

Section 15. Subcontracts.

The Engineer may enter into subcontracts for the purchase of goods and services necessary for the performance of this Contract, provided:

A. Every subcontract shall be reduced to writing and contain a precise description of the services or goods to be provided and the nature of the consideration paid therefor.
B. Every subcontract under which the Engineer delegates the provision of services shall be subject to review and approval by the Administrator before it is executed by the Engineer.
C. Every subcontract in an amount exceeding $1,000 shall require reasonable access to business records of the subconsultant relating to the purchase of goods or services pursuant to the subcontract.

PART II
GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

The Engineer shall perform its obligations hereunder as an independent Engineer of Billings. Billings may administer the Contract and monitor the Engineer's compliance with its obligations hereunder. Billings shall not supervise or direct the Engineer other than a provided in this Section.

Section 2. Nondiscrimination.

A. The Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). The Engineer will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical impairment/disability. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Engineer agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
B. The Engineer shall state, in all solicitations or advertisements for employees to Work on Contract jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.
C. The Engineer shall comply with any and all reporting requirements that may apply to it which the City of Billings may establish by regulation.
D. The Engineer shall include the provisions of Subsections A through C of this Section in every subcontract or purchase order under this Contract, so as to be binding upon every such subconsultant or vendor of the Engineer under this Contract.
E. The Engineer shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.

Section 3. Permits, Laws, and Taxes.

The Engineer shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this Contract. All actions taken by the Engineer under this Contract shall comply with all applicable statutes, ordinances, rules and regulations. The Engineer shall pay all taxes pertaining to its performance under this Contract.

Section 4. Nonwaiver.

The failure of either party at any time to enforce a provision of this Contract shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Contract or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

Section 5. Amendment.

A. This Contract shall only be amended, modified or changed by writing, executed by authorized representatives of the parties, with the same formality as this Contract was executed.
B. For the purposes of any amendment modification or change to the terms and conditions of this Contract, the only authorized representatives of the parties are:

Engineer: _Karen B. Fagg, Vice President_
(title of position)

Billings: City Council or Authorized Designee

C. Any attempt to amend, modify, or change this Contract by either an unauthorized representative or unauthorized means shall be void.

Section 6. Jurisdiction; Choice of Law.

Any civil action rising from this Contract shall be brought in the District Court for the Thirteenth Judicial District of the State of Montana, Billings. The law of the State of Montana shall govern the rights and obligations of the parties under this Contract.

Section 7. Severability.

Any provision of this Contract decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the Contract.

Section 8. Integration.

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto.

Section 9. Liability.

The Engineer shall indemnify, defend, save, and hold Billings harmless from any and all claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including reasonable attorneys' fees and costs, arising from any wrongful or negligent act, error or omission of the Engineer or any agent, employee or subconsultant as a result of the Engineer's or any subconsultant's performance pursuant to this Contract.

A. The Engineer shall not indemnify, defend, save and hold Billings harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful or negligent acts, error or omission solely of Billings occurring during the course of or as a result of the performance of the Contract.
B. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both Billings and the Engineer, the Engineer shall indemnify, defend, save, and hold Billings harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from the Engineer's or any subconsultant's wrongful or negligent acts occurring as a result from the Engineer's performance pursuant to this Contract.

Section 10. Inspection and Retention of Records.

The Engineer shall, at any time during normal business hours and as often as Billings may deem necessary, make available to Billings, for examination, all of its records with respect to all matters covered by this Contract for a period ending three years after the date the Engineer is to complete performance in accordance with Section 2 of the Special Provisions. Upon request, and within a reasonable time, the Engineer shall submit such other information and reports relating to its activities under this Contract, to Billings, in such form and at such times as Billings may reasonably require. The Engineer shall permit Billings to audit, examine and make copies of such records, and to make audits of all invoices, materials, payrolls, records of personnel, and other data relating to all matters covered by this Contract. Billings may, at its option, permit the Engineer to submit its records to Billings in lieu of the retention requirements of this Section.

Section 11. Availability of Funds.

Payments under this Contract may require funds from future appropriations. If sufficient funds are not appropriated for payments required under this Contract, this Contract shall terminate without penalty to Billings; and Billings shall not be obligated to make payments under this Contract beyond those which have previously been appropriated.

IN WITNESS WHEREOF, the parties have executed this Contract on the date and at the place shown below.

City of Billings

_____
City Council or Designee

Date:_____

ATTEST:

_____
City Clerk

Date:_____

Engineer – DOWL HKM

_____

Name:_____
Title:_____
Date:_____

IRS Tax ID #_____

APPROVED AS TO FORM:

By_____
BRENT BROOKS, City Attorney

STATE OF MONTANA)
:ss.
COUNTY OF YELLOWSTONE)

On this _____ day of _____, 2004, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the _____ of _____, and acknowledged to me that they executed the foregoing instrument on behalf of said corporation having first been authorized to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

_____
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires:_____

Note: Final contract documents will require the Engineer's signature to be notarized.

Appendix A

Basic Services of Engineer

Section 1. Engineer's Rights and Duties.

1. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the Engineer's portion of the project as defined in the scope of work and to prepare and deliver to Billings all plans, specifications, bid documents, and other material as designated herein.

2. Ascertain such information as may have a bearing on the work from local units of government, utility companies, and private organizations and shall be authorized to procure information from other authorities besides Billings, but shall keep Billings advised as to the extent of these contacts and the results thereof.

3. Prepare and present such information as may be pertinent and necessary in order for Billings to pass critical judgment on the features of the work. The Engineer shall make changes, amendments or revisions in the detail of the work as may be required by Billings. When alternates are being considered, Billings shall have the right of selection.

4. Engineer's work shall be in accordance with the standards of sound engineering and present City, State, and National standards and policies currently in use.

5. Conform to the requirements of the Montana Code Annotated Title 18 "Public Contracts" and more particularly Sections 18-2-121 and 18-2-122, and all other codes of the State of Montana applicable to providing professional services including codes and standards nationally recognized.

6. The Engineer shall certify with the submission of final plans that the plans are in conformance with applicable sections of Title 69, Chapter 4, Part 5, of the Montana Code Annotated as pertaining to existing utilities.

7. To perform professional services in connection with the project and will serve as Billings' representative in those phases of the project to which this agreement applies.

8. Where Federal funds are involved, the necessary provisions to meet all requirements will be complied with and documents secured and placed in the bidding documents.

9. Submit an estimated progress schedule as to time and costs at the beginning of the work, and monthly progress reports thereafter until complete. The reports will include any problems, potential problems, and delays as foreseen by the Engineer. Reports will be submitted in a timely manner to permit prompt resolution of problems.

10. ~~Contract administration duties will include review of contractor certified payrolls for wage rate compliance. Discrepancies in certified payrolls will be resolved with the~~

~~Contractor. A signed Engineer's Payroll Check Sheet (included in the Standard Modifications to MPWSS) will be submitted as proof of this review with one copy of each payroll.~~

11. Name a Task Director who shall be the liaison between Billings and the Engineer. For this project the Task Director designated for the Engineer is _Paul Swenson, PE_ working under the Principal-in-Charge, _Ray Armstrong, PE_.

Section 2. Billings Rights and Duties.

1. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete Billings' portion of the project as designated in the scope of work.

2. Name a Task Director who shall be the liaison between the Engineer and Billings. For this project, the Task Director designated is _Randy Straus, PE_ working under the City Engineer, _Debi Meling, PE_.

Section 3. Scope of Work.

The project consists of design, bidding, and construction phase services for the *City of Billings W.O. 12-01: 2012 Water & Sanitary Sewer Rehabilitation – Schedule 2* project. The project includes approximately 1,025 LF of water main replacement on Grand Avenue between 30th Street West and Patricia Lane; approximately 1,145 LF of sewer main replacement on Grand Avenue and the alley south of Grand Avenue from 30th Street West to Patricia Lane; elimination of the Lloyd Mangrum Lift Station, including approximately 1,400 LF of new sewer main on or near Lloyd Mangrum Lane from the lift station site to 54th Street West; replacement of the Sam Snead Lift Station and its relocation, including approximately 300 LF of new sewer main and 150 LF of new force main; and up to 7,000 LF of sewer main replacement of a location yet to be determined, but assumed for this scope of work to be located in the area bounded by 15th Street West, 9th Street West, Poly Drive, and Avenue B.

Professional services generally include design of replacement (and new, where required) water and sewer mains, design surveys, geotechnical investigations and report preparation, traffic control design, preparation of contract plans and specifications, assistance with competitive bidding, administration of the construction contract, construction oversight, field staking, and closeout services. Engineer will coordinate work efforts with other related or unrelated improvement projects expected to be completed concurrently in the project areas.

The scope of work covered by this Contract shall include the following tasks:

A. Preliminary Design Phase

1. Assist City with finalizing sewer replacement project areas. Conduct a field walk-though of final project areas with City staff to review routes and project objectives.
2. Conduct field design surveys within the project limits. Data collection shall include establishment of permanent horizontal and vertical control, topographic features, existing utilities, measure-downs, and existing property pins. Utilize the One-Call service to locate and demarcate buried utilities for survey. Field

survey data will be used by Engineer to develop preliminary project base mapping.

3. Perform research to verify existing right-of-way locations utilizing platted information, ownership records, and found property pins. Incorporate information into base mapping. Determine locations where additional right-of-way or easements must be secured by the City.
4. Perform geotechnical engineering tasks, including field bore hole explorations, groundwater monitoring well installations, shallow asphalt cores, sampling, and laboratory testing to determine appropriate pavement section designs, subgrade treatment, groundwater conditions, utility foundations, and pipe material selections. Perform literature review of documented environmental issues directly adjacent to project areas; no additional drilling, sampling, or testing is included in this environmental review. Prepare a geotechnical report with recommendations to be incorporated into the construction specifications.
5. Collect from City and review available utility as-builts, service line records, CCTV inspections, and other information and studies as applicable. Incorporate available information into design drawings and specifications.
6. Design utility alignments, profiles, and sections for water and sewer mains. Confirm appropriate utility sizing within the project limits with City staff and Master Plan document. No system modeling, field flow metering, or other sizing studies are included in this scope.
7. Evaluate project segments for the feasibility of utilizing trenchless utility replacement methods. Design trenchless alternatives as applicable.
8. Prepare preliminary plans, specifications, and opinion of probable cost using all data gathered.
9. Obtain existing records, develop design criteria, and prepare design of a replacement Sam Snead Lift Station. It is assumed from City input that the new lift station will be a pre-engineered package system with a duplex submersible pump arrangement. Controls, alarms, telemetry, and SCADA integration shall comply with City standards. Coordinate new location and site layout with City.
10. Coordinate with City staff, adjacent property owners, and other private and public stakeholders in the development of utility improvements. Plan and facilitate one (1) public informational meeting.
11. Coordinate the identification and evaluation of potential private utility conflicts, including overhead and underground power, cable TV, natural gas, telephone and communications. Send preliminary construction plans to private utilities for review and comment. Plan and facilitate one (1) utility coordination meeting.
12. Create preliminary traffic control plans for project areas. Coordinate with other City construction projects as applicable. Traffic control plans will be a combination of specific layouts for arterial and collector streets and generic layouts for residential streets and alleys.
13. Identify potential construction staging areas, disruptions to private access and parking, and other site constraints and issues relating to construction. Coordinate zone construction work hours, work sequencing, and other related construction scheduling issues with City. Incorporate appropriate Special Provisions into the project specifications.
14. Attend 30% design review, 70% design review, traffic control design review, and other necessary design review and coordination meetings with City staff.

15. Provide project management and internal quality assurance throughout this phase.
16. Deliverables for this phase include:
    a. 30% design drawings (base mapping and preliminary plan alignments only); 5 sets; 11"x17" format
    b. 70% design drawings (complete preliminary plan & profile drawings); 5 sets; 11"x17" format, or full size drawings upon request
    c. Preliminary specifications; 2 copies
    d. Preliminary geotechnical report; 2 copies
    e. Preliminary traffic control plans; 2 copies
    f. Preliminary opinion of probable cost; email transmission

B. Final Design and Bidding Phase

1. Compile property owner and occupant information for adjacent parcels and create address database. Prepare and send up to two (2) information mailings to all database entries. The first mailing shall include general project information and notification of the public meeting. The second mailing shall include general construction information and notification of the construction phase informational website and email list.
2. Prepare final plans and specifications using all input received during preliminary design. Plans and specifications will be prepared in accordance with MPWSS and City of Billings Standard Modifications, latest editions. Stamp and sign all plans and specifications with the seal of a Professional Engineer.
3. Finalize geotechnical report and traffic control plans.
4. Tabulate project quantities and create bid schedule. Finalize the Engineer's opinion of probable cost based on final quantities.
5. Prepare design report for the City, and as required for Montana Department of Environmental Quality approval.
6. Apply for all permits, licenses, and approvals necessary to construct the project, including approvals from the Montana Department of Environmental Quality. All permit and licensing fees will be paid by the City. Construction stormwater permits shall be the responsibility of the construction contractor and are excluded from this scope; Engineer will only prepare erosion and sedimentation control plans for inclusion in the project specifications.
7. Supply all bidding documents necessary for bidding and construction. Provide bid advertisement text to the City for publication. Schedule and conduct a pre-bid conference, publish meeting minutes, answer bid questions, and prepare any necessary addenda. Conduct a pre-bid field review with bidders as necessary.
8. Attend the bid opening, analyze the bids, prepare and distribute a bid tabulation, and make a construction contract award recommendation.
9. Assist the City in procurement of the final contract agreement, review bonds and insurance provided by the contractor, assemble and distribute conforming copies of contract documents, and issue a notice to proceed for construction.
10. Provide project management and internal quality assurance throughout this phase.
11. Deliverables for this phase include:
    a. 95% design drawings for final review; 5 sets; 11"x17" format
    b. 100% design drawings and specifications for approval and bidding
    c. Design report

d. Final geotechnical report
e. Final opinion of probable cost
f. Bid advertisement
g. Pre-bid meeting minutes
h. Addenda, as required
i. Bid tabulation
j. Recommendation of Award letter
k. Conforming copies of the construction contract; 5 sets total
l. Notice to proceed
m. Contractor's construction plans and specifications; up to 10 sets; 11"x17" format (2 full-size plan sets upon request)

C. Construction Administration and Services Phase

1. This scope and the associated professional fee assume:
   a. A single construction contract for this Schedule 2, and a construction contract duration of 140 days.
   b. Engineer shall consult with the City and act as representative for the City as defined in the construction contract documents, which will incorporate the MPWSS, and specifically the General Conditions contained therein as modified by the City of Billings Standard Modifications, latest edition.
   c. The extent and limitation of the duties, responsibilities, and authority of the Engineer will be as assigned in the construction contract documents and shall not be modified, except as Engineer may otherwise agree in writing.
2. Schedule and conduct a pre-construction conference, publish meeting minutes, and answer contractor questions. Conduct a pre-construction field review with contractors as necessary.
3. Take pre-construction photos and videos of the project areas.
4. Provide full-time construction observation utilizing a Resident Project Representative (RPR) to assist Engineer in observing progress, quality of work, and conformance to the contract documents and other applicable codes and standards. Up to two (2) full-time RPRs will be provided for the duration of the construction contract. Inspection activities shall include review of all major work items, including traffic control set-ups and sediment and erosion control plans. RPRs will prepare daily inspection reports, daily quantity summaries, weekly progress reports, weekly workforce and equipment reports, and other reports as required. RPR responsibilities are further defined in the General Conditions contained in the City of Billings Standard Modifications, latest edition.
5. Develop and implement a quality assurance testing plan for materials testing in accordance with the City of Billings Standard Modifications, latest edition. Conduct a pre-construction testing meeting with RPRs, field testing personnel, and lab manager to coordinate testing requirements. Provide qualified personnel, equipment, and supplies for field testing of materials throughout construction.
6. Monitor and collect results from contractor's separate quality control materials testing program.
7. Provide personnel, equipment, and supplies for field staking of principal elements of the construction layout to give the contractor measurements, lines, locations, and grade necessary for construction. The contractor will be responsible for any detailed layouts, such as laser and/or other line and grade

establishment techniques for laying sewer lines between Engineer's staking intervals.

8. Review contractor's submittals, such as shop drawings, samples, equipment, mix designs, aggregates, and other data, for conformance to the contract documents. This review does not include review of any dewatering plans and shall not extend to contractor's means, methods, techniques, sequences, procedures, or safety programs.
9. Attend and conduct a weekly construction meeting with the City and contractor. Following the weekly meeting, attend and conduct a local business/resident "tailgate" meeting or conduct individual business/resident outreach walk-throughs of the current or upcoming work areas, as appropriate. Allow up to 3 hours per week for the weekly construction meeting and these follow-up activities.
10. Respond to contractor requests for information. Issue necessary clarifications and interpretations of the contract documents. Notify the City immediately of any contract problems or deviations from the approved contract documents. Issue notices as required by the construction contract. Recommend and prepare Work Change Directives and Change Orders for the City as necessary. Change orders that require additional design or construction services by Engineer will be considered Additional Services and compensated in accordance with the provisions of this Contract.
11. Receive, review, and transmit to City all contractor requests for City staff involvement and approvals, such as valve and hydrant operation requests, water quality sampling requests, traffic control reviews, etc. Assure required advance notice requirements are being met by contractor for all requests to the City for reviews, inspections, operations, and testing.
12. Prepare weekly website and email informational update content, including current project maps and work descriptions. The City will host and maintain the website, with content provided by the Engineer. The Engineer will collect email addresses from mailing and meeting responses, and disseminate the same content to the email list.
13. Make visits to the site at intervals appropriate to various stages of construction to observe, as an experienced and qualified design professional, the progress of the contractor's work. Visits by the Engineer shall be limited to spot checking and similar methods of general observation of the work as assisted by the RPR.
14. Review and recommend monthly contractor payment requests. Provide the City with a breakdown of water and sewer components of each payment for internal funds tracking.
15. Conduct substantial completion and final inspections with City and contractor. Prepare and monitor punchlist items required for completion of the work by contractor.
16. Maintain documentation of all field installations, including the location of all underground utilities encountered during construction, for assistance with preparation of project record drawings. Prepare record drawings by incorporating all field modifications to the construction drawings. Allow review by City of record drawings prior to issuing final record drawings. Record drawings will include, at a minimum:
    a. Offset distances measured from the right-of-way to all public water mains and sanitary sewers
    b. Invert elevations marked for each manhole, structure, and each connection thereto, as well as the end of each stubbed main or service line.

c. Locations of water and sewer services based on measurements from property lines.
d. Elevations indicating the depth of bury of all public water mains and sanitary sewers. These elevations shall be shown at each street or right-of-way intersection and at such intervals along these utilities as may be deemed appropriate by the City Engineer.
e. Permanent bench marks shown.

17. Conduct a one-year anniversary inspection of the project. Identify deficiencies and warranty items requiring correction, and provide notification to contractor.
18. Provide project management and internal quality assurance throughout this phase.
19. Deliverables for this phase include:
    a. Pre-construction meeting minutes
    b. Pre-construction photos
    c. Contractor submittals; one copy to City
    d. Weekly RPR inspection reports, upon request
    e. Monthly quality assurance materials testing reports and charts
    f. Miscellaneous construction forms, as required
    g. Review set of record drawings; 2 copies; 11"x17" format
    h. Final record drawings, as described in Part I, Section 2, Article D of this Contract, and as required by Montana Department of Environmental Quality

Appendix B

Methods and Times of Payment

Section 1. Payments for Basic Services.

Billings shall authorize payment to the Engineer for services performed under Appendix A of this Agreement. Partial payment shall be due the Engineer upon receipt of the Engineer's pay estimate, said estimate being proportioned to the work completed by the Engineer.

Billings shall deduct five percent (5%) from each monthly pay estimate to be held until the completion of the final scope of work. The final payment shall be made only after acceptance of final documents by Billings, and determination that the scope of work has been satisfactorily completed.

A. For services rendered, Appendix A, the Engineer shall be paid based upon actual time accrued, but not to exceed six hundred and eight thousand dollars ($608,000.00) , based on the following tasks:

1.	Preliminary Design Phase	$172,000.00
2.	Final Design and Bidding Phase	$88,000.00
3.	Construction Administration and Services Phase	$348,000.00

B. Final payment shall be the above stated basic fee less all previous payments.

Section 2. Payments for Extra Services when Authorized by Billings.

Requests made or conditions identified by interested groups which are beyond the scope and intent of this Contract shall be paid for on an hourly basis at the applicable fees in Appendix D.

Section 3. Corrections.

Costs of Billings's work that is required for corrections to the Engineer's work which requires redoing by Billings shall be deducted from any payments due the Engineer, if the Engineer fails to make the required corrections.

Section 4. Fee Increases

For contracts and services that are expected to require more than one (1) year to complete, the above stated basic services payments may be reviewed and adjusted annually by mutual agreement of the parties, based upon documented evidence that the Engineer's costs and hourly rates as shown in Appendix D have increased for all comparable clients.

Appendix C

Additional Services of Engineer

Extra Services of the Engineer will be paid only with written prior authorization by Billings.

A. Requests made or conditions identified by interested groups which are beyond the scope and intent of this Contract.

Appendix D

Schedule of Professional Fees

Current agreements for engineering services stipulate that the standard hourly rates are subject to review and adjustments. Hourly rates for services effective on the date of this Agreement are included below.

The itemized schedule attached includes direct labor costs, normal payroll and overhead costs, transportation, furnishing equipment and materials normally required for performance of the work and reasonable profit. Direct project costs not itemized herein shall be paid for at actual cost.

Rate changes may be made to the fee schedule by the Engineer to reflect increased salaries and other business costs. Engineer shall submit a revised rate schedule at the time of the change if requested by the Owner. Rate schedule changes made by the Engineer during the term of this Contract shall not alter the maximum project professional fee set forth in the Contract. Changes that alter the maximum project professional fee are covered in Appendix B.

The cost of Professional Liability Insurance coverage is included in the hourly rates of personnel.

DOWL HKM

MONTANA FEE SCHEDULE

Personnel Billing Rates

Senior Manager	$180.00
Engineer VI	$150.00
Engineer V	$135.00
Engineer IV	$115.00
Engineer III	$95.00
Engineer II	$85.00
Engineer I	$72.00
Engineering Technician IV*	$90.00
Engineering Technician III *	$85.00
Engineering Technician II *	$70.00
Engineering Technician I *	$50.00
Geologist III	$115.00
Geologist II	$95.00
Laboratory Manager	$85.00
Laboratory Technician *	$60.00
Inspector *	$85.00
Professional Land Surveyor *	$95.00
Crew Chief *	$70.00
Survey Technician *	$50.00
Accounting Technician *	$70.00
Marketing Assistant *	$60.00
Administrative Assistant *	$55.00

**Subject to overtime at 1.5 times above rates.*

Equipment, Materials, & Supplies

ATVs	=	$150.00/day		
Boat/Trailer	=	$150.00/day		
		DAY	WEEK	MONTH
2 GPS Receivers (Survey Quality)		$400.00	$1,600.00	$4,800.00
Single/Each Additional Receiver		$200.00	$800.00	$2,400.00

Travel, Mileage, & Miscellaneous

Per diem will be billed after 6 hours in the field and when more than 50 miles from the office at ¼ rate for every 6 hours or portion of a quarter day greater than 3 hours. For the day of departure, the day begins at time of departure. For the day of return, the day ends when employee arrives at authorized point of destination (office, home, etc.).

Per diem (per person, per day Montana)	=	$51.00/day
Lodging	=	cost per night
Airfare	=	cost
Vehicle Usage – Automobiles	=	0.75/mile
Vehicle Usage – Pickups, Suburban	=	1.00/mile
Printing/Supplies/Phone/Fax/Postage	=	Note 2
Specialized Software/Hardware	=	Note 3
Subcontractors	=	Cost + 10%

Laboratory Analysis	=	Cost + 10%
Other/Miscellaneous	=	Cost + 10%

Notes

1. DOWL HKM's Professional Fee Services Fee Schedule is subject to adjustment each year (May 1st) or at the end of a contract period, whichever is appropriate. Should adjustments be anticipated or required, such adjustments will not affect existing contracts without prior agreement between Customer and DOWL HKM.
2. Costs included in overhead rates for reasonable requests. Requests beyond those considered reasonable by the project manager billed at Cost + Agreed Upon Mark-up.
3. Specialized computer software or hardware necessary for a unique application for will be billed at a negotiated rate or unit cost.

Appendix E

Project Schedule

Based on a notice to proceed by Billings date no later than _September 12, 2011_, the completion date for the Engineer's work through final design shall be:

A. Preliminary Engineering Services (30% Design): _December 2, 2011_

B. Preliminary Engineering Services (70% Design): _January 13, 2012_

C. Final Engineering Services (100% Design): _March 2, 2012_

Delays affecting the completion of the work within the time specified of more than ninety (90) days, not attributable to or caused by the Parties hereto, may be considered as cause for the renegotiation or termination of this Contract.

If the Engineer is behind on this Contract due to no fault of Billings, then the Engineer hereby acknowledges the right of Billings to withhold future Contracts to the Engineer in addition to any other remedy until this Contract is brought back on schedule or otherwise resolved.

Appendix F

Certificate(s) of Insurance

(Attach Certificate(s) of Insurance)

Terra Insurance Company
(A Risk Retention Group)
Two Fifer Avenue, Suite 100
Corte Madera CA 94925

CERTIFICATE OF INSURANCE

DATE
08/25/11

NAME AND ADDRESS OF INSURED

DOWL, LLC operating as
DOWL HKM
222 North 32nd Street
Billings, MT 59101

This certifies that the "claims made" insurance policy (described below by policy number) written on forms in use by the Company has been issued. This certificate is not a policy or a binder of insurance and is issued as a matter of information only, and confers no rights upon the certificate holder. This certificate does not alter, amend or extend the coverage afforded by this policy.

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.

TYPE OF INSURANCE Professional Liability

POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
211089	01/01/11	12/31/11

LIMITS OF LIABILITY
$2,000,000 EACH CLAIM
$2,000,000 ANNUAL AGGREGATE

PROJECT DESCRIPTION

2012 Billings Water/Sewer Replacement
DOWL HKM's Project Number: 4028.20267.01

CANCELLATION If the described policy is cancelled by the Company before its expiration date, the Company will mail written notice to the certificate holder thirty (30) days in advance, or ten (10) days in advance for non-payment of premium. If the described policy is cancelled by the insured before its expiration date, the Company will mail written notice to the certificate holder within thirty (30) days of the notice to the Company from the insured.

CERTIFICATE HOLDER

City of Billings Montana
222 Montana Ave.
Billings, MT 59101

ISSUING COMPANY:
TERRA INSURANCE COMPANY
(A Risk Retention Group)

President

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/25/2011

PRODUCER (907)561-1250 FAX: (907)561-4315
Alaska USA Insurance Brokers
P.O. Box 196530
Anchorage AK 99519-6530

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
DOWL LLC operating as DOWL HKM
222 North 32nd Street
Suite 700
Billings MT 59102

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Firemans Fund Insurance Co.	
INSURER B: The American Insurance Co.	21857
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/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR [X] Includes XCU GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC	MXX80925948	12/1/2010	12/1/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	X	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	MXX80925948	12/1/2010	12/1/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
B		EXCESS / UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $ - 0 -	XAE57527657	12/1/2010	12/1/2011	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ $ $ $ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) 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

DOWL HKM Project No. 4028.20267.01, 2012 Billings Water/Sewer Replacement
The City of Billings is an Additional Insured on the General Liability policy, but only with respect to the project described herein or as required by written contract. Coverage provides Waiver of Subrogation. Subject to the policy terms, conditions and exclusions.

CERTIFICATE HOLDER

City of Billings Montana
222 Montana Avenue
Billings, MT 59101

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Jan Martinson/JULIEM Janette M Martinson

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NAN18280

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/25/2011

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

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

PRODUCER	Commercial Lines - (206) 892-9200 CAL# 0D08408 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 601 Union Street, Suite 1300 Seattle, WA 98101-1371	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : ACE American Insurance Company	22667
INSURED	DOWL LLC operating as DOWL HKM (MT) 222 North 32nd Street, Suite 700, Billings, MT 59107	INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 3153361 **REVISION NUMBER:** See below

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	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	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 $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLRC46458138	05/01/11	05/01/12	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		USL&H & Jones Act Coverage			E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

WC 00 03 13 11 05 RE: 2012 BILLINGS WATER/SEWER REPLACEMENT PROJECT, DOWL HKM PROJECT NUMBER 4028.20267.01.

WAIVER OF SUBROGATION APPLIES PER THE ATTACHED ENDORSEMENT.
EVIDENCE OF INSURANCE. DJT

CERTIFICATE HOLDER

City of Billings, Montana
222 Montana Avenue
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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Workers' Compensation and Employers' Liability Policy

Named Insured NANA REGIONAL CORPORATION, INC. 1001 E. BENSON BLVD. ANCHORAGE AK 99508	Endorsement Number Policy Number Symbol: WLR Number: WLRC46458138
Policy Period 05/01/11 **TO** 05/01/12	Effective Date of Endorsement 05-01-2009
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

Authorized Agent

Copyright 1982-83, National Council on Compensation Insurance

Consent 1. D.

Regular City Council Meeting

Meeting Date: 09/12/2011

TITLE: Approval of Contract with the State of Montana Department of Public Health and Human Services - Development Disabilities Division

PRESENTED BY: Thomas H.Binford

Department: Transit

PROBLEM/ISSUE STATEMENT

Since July 1997, the State of Montana Department of Public Health and Human Services (DPHHS) - Developmental Disabilities Division (DD) has contracted with MET Transit to provide specialized transportation for developmentally disabled individuals to and from their home or group home and their respective DD Division day/work programs. MET Transit provides, on average, 2,100 rides for approximately 62 individuals each month. The service MET Special Transit provides helps improve the quality of life for these individuals. The contract payments for this service are based on a per-person, per-mile ridership.

This contract will provide Paratransit with approximately $90,000 of revenue for FY 11/12. The term of this contract is from July 1, 2011, through June 30, 2012. This contract contains a clause which allows service to be extended for three (3) additional one-year periods, not to exceed a total contract term of four (4) years. This contract is available for viewing in the City Clerk's office.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the contract; or
- Not approve the contract.

FINANCIAL IMPACT

Through this contract, the City's Transit Division may receive up to $90,000 in revenue for FY 11/12 for the services provided.

RECOMMENDATION

Staff recommends that Council approve this contract and authorize the Mayor to execute the transportation contract between the City's MET Transit Division and the State of Montana DPHHS-DD.

APPROVED BY CITY ADMINISTRATOR

Consent 1. E.

Regular City Council Meeting

Meeting Date: 09/12/2011

TITLE: Memorandums of Understanding for Middle School and High School School Resource Officers (SROs)

PRESENTED BY: Rich St. John

Department: Police

PROBLEM/ISSUE STATEMENT

The City of Billings and the Billings Public Schools have enjoyed a 16 year history with the School Resource Officer (SRO) Program in the middle schools and the high schools. The attached Memoranda of Understanding make provisions for program objectives, guidelines, financial consideration and for terminating the agreements. The MOUs are for the period of July 1, 2011 to June 30, 2012. The School Board approved both MOUs at their meeting of August 26, 2011. The School Resource Officer Program is a collaborative effort by certified law enforcement officers, educators, students, parents, and the community, to offer a liaison program in both the middle and high schools to reduce crime, drug abuse, violence, and provide a safe school environment. The Program also provides networking, public relations, and relationship building between the City, Police Department, the School District and the community. City Council is being asked to approve the MOUs for the middle schools and high schools in the amount of $117,832.

ALTERNATIVES ANALYZED

Council may:

- Approve the MOUs for the SRO Program in the middle and high schools; or
- Not approve the MOUs for the SRO Program in the middle and high schools. The effect would be that the City would have to supply the $117,832 that the Billings Public Schools contributes to the program or modify/reduce the program.

FINANCIAL IMPACT

The approximate total cost for the two officers in the middle school SRO positions and the three officers in the high school SRO positions is $357,311.08. The Billings Public Schools provide a payment of $117,832 ($53,560 for the middle schools and $64,272 for the high schools) to help defray some of the salary and benefit costs for the five officers.

RECOMMENDATION

Staff recommends Council approve the School Resource Officer Program Memoranda of Understanding with the Billings Public Schools in the amount of $117,832 effective July 1, 2011 to June 30, 2012.

APPROVED BY CITY ADMINISTRATOR

Consent 1. F.

Regular City Council Meeting

Meeting Date: 09/12/2011

TITLE: Yellowstone County Council on Aging Funding Agreement Renewal

PRESENTED BY: Robin Grinsteiner

Department: Parks/Rec/Public Lands

PROBLEM/ISSUE STATEMENT

The City of Billings receives county mill levy funding annually through the Yellowstone County Council on Aging (YCCOA) in support of the senior programs at the Billings Community and Senior Center. This funding agreement is renewed each year and establishes the terms under which the City will receive the funding. The funding allocation for 2011-2012 from the YCCOA will remain at $26,000; however, this year's funding agreement indicates that due to several county tax appeals, 5.2% of the allocation will be withheld until those taxes are paid to the county, which will in turn be passed along to the YCCOA. It is noted in the document that the YCCOA will pass on whatever percentage they receive after county expenses but they do not anticipate it will be the full amount. Final result: Allocation $26,000; 5.2% hold-back: $1,352; Expected receipt: $24,648.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the Funding Agreement; or,
- Not approve the Funding Agreement.

FINANCIAL IMPACT

This funding source comprises approximately 11% of the Community and Senior Center's total budget.

RECOMMENDATION

Staff recommends that Council approve the Funding Agreement.

APPROVED BY CITY ADMINISTRATOR

Attachments

Agreement

AGREEMENT

This AGREEMENT between the Yellowstone County Council on Aging, Inc (YCCOA) and the City of Billings, is for the provision of the services for persons 60 years of age or older and their spouses according to the following terms.

SECTION 1 GENERAL TERMS

1.1 This agreement will be effective from July 1, 2011 through June 30, 2012. Prior to the completion date, the contract will be reviewed for renewal by YCCOA upon submission of a budget and funding request to YCCOA for the upcoming year by the City of Billings.

1.2 This agreement is for Yellowstone County Senior Mil Levy funding which comes to the Yellowstone County Council on Aging and is distributed to senior service providers by the YCCOA with approval by the County Commissioners. As such, these funds are available to match Federal funds or other grants.

1.3 The allocation for this time period will be $26,000. Payments will be made in four equal amounts. This amount includes $2,400 that is considered rent for the kitchen and dining room space for the Senior Dinner Program meal site. The remainder of the funds will be used to support the Senior Center program expenses. It is understood that YCCOA will pay for ½ of the repairs to the kitchen equipment that it uses provided there is notification of necessary repairs before they are made. YCCOA will also pay for the ice used by the Senior Dinner Program semi annually.

1.4 This agreement may be modified by a written amendment signed by an authorized representative of both parties, and attached to the original of this contract.

1.5 Either party, without cause, may terminate this agreement by written notice sixty (60) days in advance.

1.6 Due to several county tax appeals, 5.2% of the allocation will be withheld until those taxes are paid to the County and then passed on to YCCOA. We will pass on whatever the percentage is that we receive after the county expenses and do not anticipate that it will be the full amount.

1.7 Allocation: $26,000 5.2% Holdback: $1,352 Will Receive: $24,648

SECTION 2 REPORTS AND RECORDS

2.1 All financial and supporting documents regarding the use of these funds shall be available at anytime to the YCCOA upon request from the YCCOA auditor.

2.2 A monthly report of individual participants at the senior center will be submitted to the YCCOA office no later than 10 working days into the next month. This will include name and birthdate of each participant.

SECTION 3 REPRESENTATIVE

3.1 The YCCOA representative shall be Bea Ann Melichar, YCCOA Executive Director or her representative. The City of Billings representative shall be the Parks, Recreation and Public Lands Director or his representative.

SECTION 4 SENIOR NEWS

4.1 The monthly YCCOA publication, "Senior News", shall be available to all participants of the center and is not subject to their membership in any organization. News specific to the Billings Community Center shall be included in the publication each month and will follow guidelines established by YCCOA for setup, font size and content with upcoming events, activities and speakers featured. News is subject to review and editing by the YCCOA Executive Director and or her designee. Refer to the schedule sent out the first of each year for the date of submittal of the information. There will be a charge for additional space in the Senior News.

SECTION 5 TRAINING/PLANNING MEETINGS

5.1 A representative of the Billings Community Center will attend planning or training meetings as necessary in relationship to these funds, provided there is adequate notification of such meetings.

SECTION 6 IDENTIFICATION ON PUBLICATIONS

6.1 Any written materials the Billings Community Center produces that lists the sources of funding for their program shall also include the Yellowstone County Council on Aging.

This AGREEMENT is hereby signed and entered into by both parties:

Bea Ann Melichar Date 7/12/11
Bea Ann Melichar, Executive Director

_____ Date _____
City of Billings Representative

Consent 1. G.

Regular City Council Meeting

Meeting Date: 09/12/2011

TITLE: Approval of City Facilities Investment Grade Audit Report Provided by McKinstry Essention, Inc.

PRESENTED BY: Tina Volek

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

On March 22, 2010, the City Council approved a contract with McKinstry Essention, Inc. to proceed with an Investment Grade Audit Report (IGAR) of the City's facilities. The IGAR was paid for with American Recovery and Reinvestment Act (ARRA) funds. This process started with a Preliminary Facility Assessment in which McKinstry, with the assistance of staff members from each department, evaluated the energy usage and energy savings potential for over 100 buildings and approximately 1.9 million square feet of the City's building spaces. This Preliminary Facility Assessment identified approximately 160 Facility Improvement Measures (FIMS). Staff and McKinstry then worked to trim the list of FIMS down to reflect projects that could show a reasonable energy payback, and included some items that were very much in need of being replaced and could benefit from the larger energy savings of other projects to help offset the installation costs. In the end, 61 FIMS were put through the Investment Grade Audit. The IGAR includes the individual project designs to upgrade the identified FIMS, construction estimates, and guaranteed energy savings calculations.

Council is being asked to approve the Investment Grade Audit findings as presented by McKinstry. Approval will allow McKinstry and the various City departments to begin putting together an Energy Performance Contract that will allow McKinstry to proceed with making the facility improvements and subsequently guaranteeing that the identified energy savings will be realized for each project over the 15 year payback period. Staff will bring each of the Energy Performance Contracts to Council for approval. For those departments that cannot or do not want to enter into an Energy Performance contract, the IGAR provides a very good road map for future capital projects that can be implemented to reduce the City's overall energy consumption.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the findings of the IGAR as presented by McKinstry Essention, Inc.; or
- Not approve the findings of the IGAR as presented by McKinstry Essention, Inc.

FINANCIAL IMPACT

While the acceptance of the IGAR has no immediate financial impact to the City, the projects identified within the report could result in numerous capital expenditures to improve the energy consumption at a number of the City's facilities and that could ultimately lead to lower energy costs over the long term.

RECOMMENDATION

Staff recommends that the City Council approve the IGAR as presented by McKinstry Essention, Inc.

APPROVED BY CITY ADMINISTRATOR

Consent 1. H.

Regular City Council Meeting
Meeting Date: 09/12/2011
TITLE: Pledged Collateral Report
PRESENTED BY: Patrick M Weber
Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

Deposit-type securities (i.e., certificates of deposit) shall be collateralized according to Montana Code Annotated Section 7-6-207.

On June 30, 2011, the City had certificates of deposits at First Interstate Bank for $2,562,976; and $10,000,000 at US Bank, Billings.

Because First Interstate Bank and US Bank's net worth to total assets ratios are over 6%, the City is required to have a minimum of 50% of the deposits covered by pledged securities. First Interstate Bank has collateralized the City's deposits with 97.5% in pledged securities. US Bank has collateralized the certificates of deposit with 120% in pledged securities.

ALTERNATIVES ANALYZED

The Council may:

- Approve the report for pledged collateral; or
- Not approve the report for pledged collateral

FINANCIAL IMPACT

There is no financial impact to the City.

RECOMMENDATION

Staff recommends that Council approve the pledged collateral report.

APPROVED BY CITY ADMINISTRATOR

Consent 1. I.

Regular City Council Meeting
Meeting Date: 09/12/2011
TITLE: Semi Annual Investment Report
PRESENTED BY: Patrick M Weber
Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

The City of Billings Investment Policy states the Finance Division shall submit an investment report semi-annually, describing investments in terms of type and interest rate. On June 30, 2011, the City had the following amounts invested:

Montanan Short Term Investment Pool	$ 6,262
US Government and Agency	$ 65,200,000
Certificates of Deposit	$ 12,562,976
Total Investments	$ 77,769,238

ALTERNATIVES ANALYZED

The Council may:

- Approve the semi annual investment report; or
- Not approve the semi annual investment report.

FINANCIAL IMPACT

The investment portfolio for the City is designed to maintain the safety of investments while obtaining a market average rate of return throughout budgetary and economic cycles. As of June 30,2011 the average yield to maturity was .85%.

RECOMMENDATION

Staff recommends that the City Council approve the investment report.

APPROVED BY CITY ADMINISTRATOR

Consent 1. J.

Regular City Council Meeting

Meeting Date: 09/12/2011

TITLE: Annexation #11-03: Acknowledge receipt of petition and set a public hearing date

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

Wayne Laufer has submitted a petition to annex land to the City of Billings under 7-2-4600 MCA. The subject property is 14.87 acres in size and is located west of Highway 87 and north of the existing commercial development that includes American Pharmaceuticals in the Billings Heights. The property is legally described as Tract 2D of C/S 2776, Amended. The parcel is currently undeveloped and is bordered by Five Mile Creek on its north side. The property owner is requesting annexation in order to obtain City services for future development of the property. The property was included in the five year annexation area of the City's Limits of Annexation Map when it was updated by the City Council on May 23, 2011, 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 26, 2011, to consider annexing this property.

APPROVED BY CITY ADMINISTRATOR

Attachments

Annexation Petition

Annexation Legal Description

Annexation Exhibit

AN11-03
(11-488)

PETITION FOR ANNEXATION TO THE CITY OF BILLINGS

RECEIVED
AUG -4 2011

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 may 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
6/29/11	Wayne L. Laufer	Wayne L Laufer	~~1907B~~ Yacht Haven Rd. Friday Harbor, WA 98250

(continued on separate page)

(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
COS 2776 Amended, Tract 2D	D05006A	US Hwy 87, ¼ mile north of Main Street	Irrigated farm	5 Mile Creek Investments, LLC. (Wayne L. Laufer)	1907B Yacht Haven Rd. Friday Harbor, WA 98250	(360) 378-4839

ALL ITEMS BELOW SHALL BE COMPLETED BY STAFF

Date Submitted: 5/4/11 Received By: T. Deem Petition Number: AN11-03

Proj # 11-401

Fee Paid:

V67940

P:09051_03_Petition.doc

(08/09/06) dml

Revised 6/99

CC - Com Comm
Com Dist 2 D05006A

ANNEXATION # 11-03

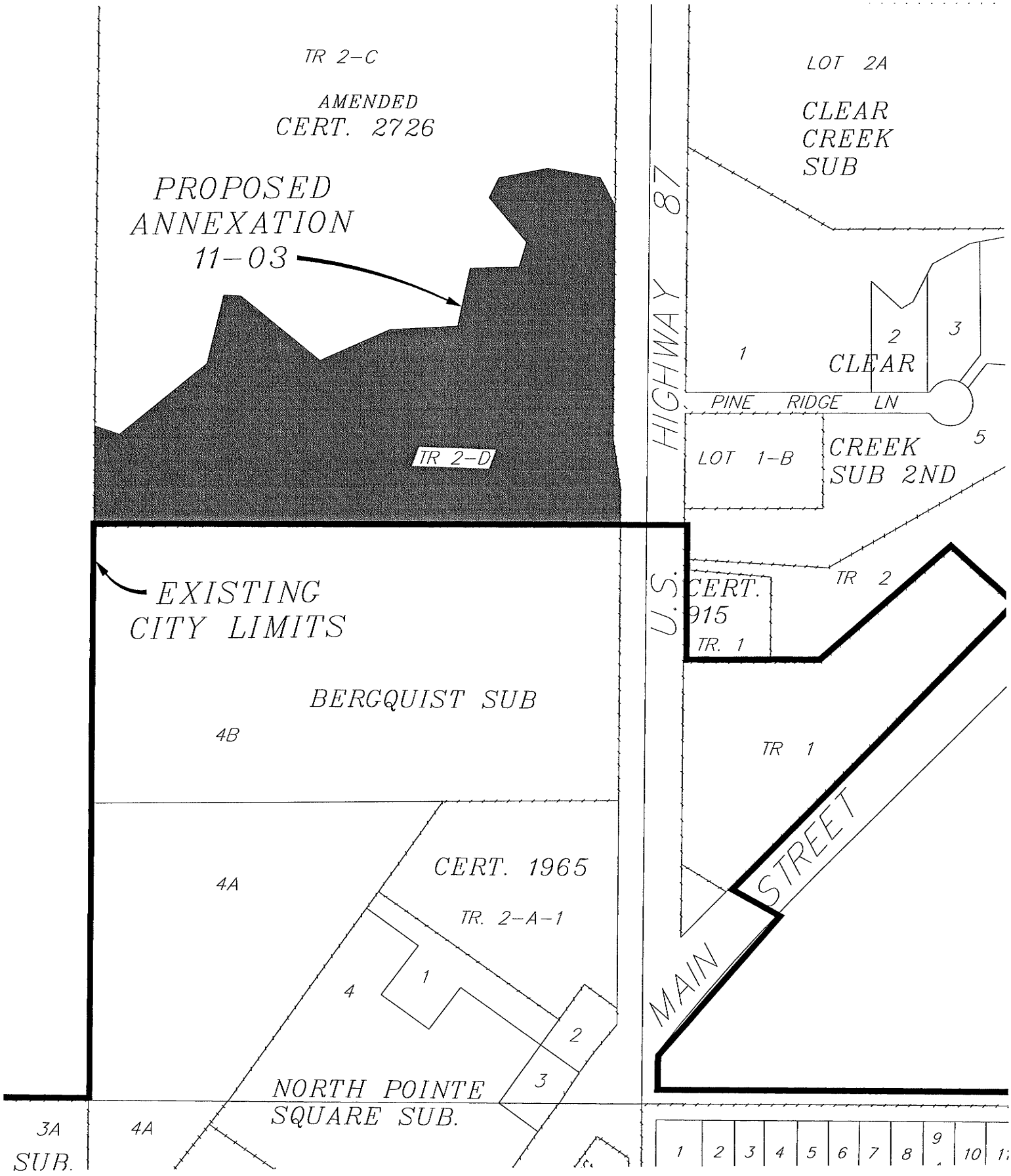
Legal Description of Property to be annexed

Tract of land situated in the SE1/4 of Section 10, T.1N., R.26E., P.M.M., Yellowstone County, Montana, more particularly described as:

Being Tract 2-D of Certificate of Survey Number 2776, Recorded September 28, 2009, under Document No. 3525526, Records of Yellowstone County;

Containing 14.875 gross and net acres.
(# 11-03) See Exhibit “A” Attached

EXHIBIT A


TR 2-C
AMENDED
CERT. 2726
PROPOSED
ANNEXATION
11-03
TR 2-D
EXISTING
CITY LIMITS
LOT 2A
CLEAR
CREEK
SUB
HIGHWAY 87
1
2
3
CLEAR
PINE RIDGE LN
5
LOT 1-B
CREEK
SUB 2ND
U.S.
CERT.
915
TR. 1
TR 2
BERGQUIST SUB
4B
TR 1
4A
CERT. 1965
TR. 2-A-1
4
1
2
3
MAIN
STREET
NORTH POINTE
SQUARE SUB.
3A
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Consent 1. K. 1.

Regular City Council Meeting
Meeting Date: 09/12/2011
TITLE: Inland Truck Car Show
PRESENTED BY: David Mumford
Department: Public Works

PROBLEM/ISSUE STATEMENT

A street closure has been requested for the following event:

Who: Inland Truck Parts Company
Event: Car Show
Date and Time: Friday, September 16, 2011 from 9:00 am to 6:00 pm.
Where: N. 16th Street between 1st Ave N and 2nd Ave N

Recommended conditions of approval include Inland Truck Parts Company:
1. Provide a certificate of insurance with required liability amount 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 Inland Truck Parts Company.

RECOMMENDATION

Staff recommends that Council approve the street closure named above for the Inland Truck Parts Company.

APPROVED BY CITY ADMINISTRATOR

Attachments

Inland Truck Show

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 Don Linder

ORGANIZATION MAKING APPLICATION Inland Truck Parts Co.

PHONE 406-248-7349

ADDRESS 115 N 4th 16th Street Billings 59101
(CITY STATE ZIP)

EMAIL ADDRESS donl@inlandtruck.com

APPROXIMATE TIME EVENT WILL:

Assemble 9:00 Am Start 11:00 am Disband 6:00pm

DATE OF EVENT Sept. 16th

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

Off Road Truck Show & BBQ

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

Close N. 16th Street between 1st Ave N. and 2nd Ave N.

BLOCK PARTY STREET LOCATION (IF APPLICABLE):

N/A

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

I/T/P.

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** 6-8-11

APPLICATION APPROVED _____ **DATE** _____

APPLICATION DENIED _____ **DATE** _____

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

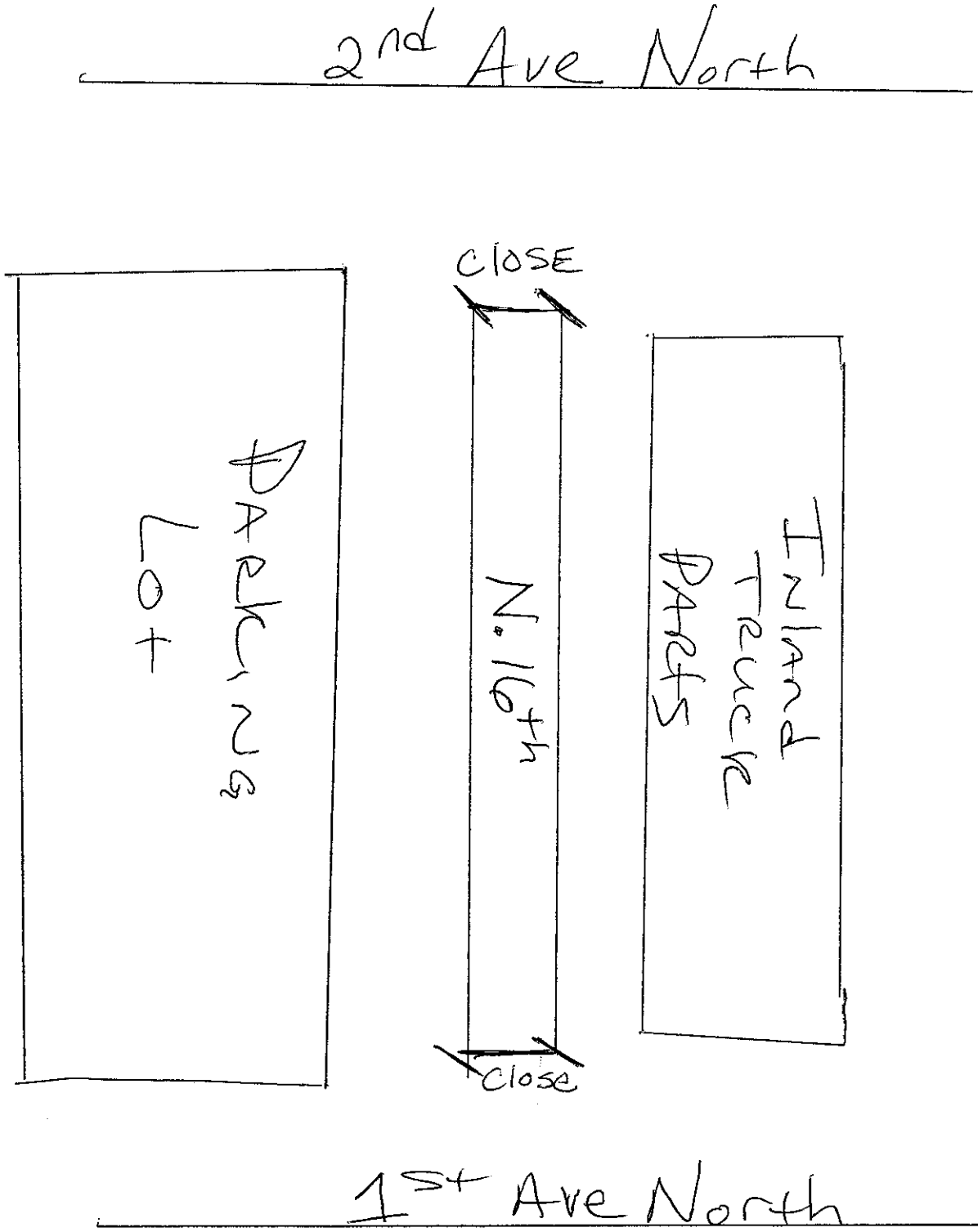
FOR CITY USE ONLY

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


2nd Ave North
CLOSE
PARKING LOT
N. 16th
Inland Truck Parts
Close
1st Ave North

CERTIFICATE OF LIABILITY INSURANCE 7/1/2012

DATE (MM/DD/YYYY): 8/9/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING 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 : St. Paul Travelers Companies	24767
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1007798
INLAND TRUCK PARTS COMPANY
ATTN: CHERYL FLOYD
4400 COLLEGE BLVD., SUITE 145
OVERLAND PARK KS 66211-2326

COVERAGES INLTR01 IC CERTIFICATE NUMBER: 11377531 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	Y-630-283D0673	7/1/2011	7/1/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 10,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X GKLL-$1,000,000	N	N	Y-810-283D0673	7/1/2011	7/1/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	N	YSM-CUP-283D0673	7/1/2011	7/1/2012	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	YN-UB-283D0673	7/1/2011	7/1/2012	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	PROPERTY	N	N	Y-630-283D0673	7/1/2011	7/1/2012	BUILDING $56,810,665; BPP-$32,092,953 DED $25K RENTED EQUIPMENT INCLUDED	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
THE CITY OF BILLINGS, MONTANA IS ADDITIONAL INSURED AS REQUIRED BY CONTRACT SUBJECT TO POILCY TERMS AND CONDITIONS.

CERTIFICATE HOLDER

11377531
CITY OF BILLINGS, MONTANA

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

Ronald J Foster

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Consent 1. K. 2.

Regular City Council Meeting
Meeting Date: 09/12/2011
TITLE: Race for Chase 5K and 10K
PRESENTED BY: David Mumford
Department: Public Works

PROBLEM/ISSUE STATEMENT

A running race route has been requested for the following event.

Who: Chase Hawks Memorial Association
Event: Race for Chase 5K Run & 10K Run
Date and Time: Sunday, October 2, 2011, 7:00 am to 11:00 am
Where: Race starts in the Sportsman's Warehouse parking lot and goes west to Shiloh, Neibauer, 56th St. W, Hesper & Shiloh Roundabout, finishing at the entrance of Zoo Montana

Recommended conditions of approval include Chase Hawks Memorial Association:
1. Provide a certificate of insurance with required liability amounts naming the City of Billings as additional insured
2. 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. A Certified Traffic Controller will be required to train the rest of the course guards
4. A separate meeting wil be required with the Engineering staff to determine the exact locations of flaggers and vehicles with the overhead flashers that will be needed
5. Provide adequate signage and barricades to notify motorists of the event
5. Notify area residents affected by the route
6. Clean the area to be used

*This race enters County jurisdiction (south and west of Shiloh), State jurisdiction (King Avenue, west of Shiloh), and private property (Montant Sapphire Drive is a private road). The City can only approve the portion of the course within City limits.

ALTERNATIVES ANALYZED

The Council may:

- Approve the request to use the above race route for the 5K & 10K run 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 Chase Hawks Memorial Association.

RECOMMENDATION

Staff recommends that Council approve the use of the race route listed above for the Race for Chase 5K and 10K race event.

APPROVED BY CITY ADMINISTRATOR

Attachments

Race for Chase 5K & 10K Run

PO BOX 31333
BILLINGS, MT 59107

PHONE
(406) 248-9295
(800) 736-5312

FAX
(406) 248-1019

OFFICERS

John Roberts
President

Lynn Sandvick
Vice President

Heather Lewis
Secretary

Brenda Moseley
Treasurer

Scott Chesarek
Past President

DIRECTORS

Jack Bell

Sarah Blackburn

Kevin Gustainis

Brad Kimball

Jody Lamp

Howard Hawks

Rick Lennick

Robert Llana

Christa Ryan

Mike Wilson

KIDS 'N COWBOYS PROGRAM

Tim Crowley
Administrator

IRS Status: 501(c) (3)
TAX ID 81-0499653

CHASE HAWKS MEMORIAL ASSOCIATION, INC.

August 15, 2011

RE: Program/Event Description

To Whom It May Concern:

The Chase Hawks Memorial Association is a Montana Non-profit Corporation raising money in Montana, Wyoming and the Dakotas to disburse to families in crisis. The Association awards grants, organizes volunteer efforts and labor, and co-sponsors fund-raising benefits for families facing crisis situations that fall outside traditional sources of aid. Funds are distributed on a non-discrimination basis, with priority given to requests from within the communities where funds are raised.

The Association has become a viable source of help for families needing short-term assistance or help with travel, facilities, and local benefits that are not addressed by larger charities or insurance because of immediacy or circumstances. The Association has been able to effectively pull together volunteer efforts from the community at large and provide media focus and corporate cooperation at an unprecedented level. This is primarily due to the universal appeal of a community crisis fund and the fact that the organization is a volunteer effort.

I am pleased to announce the addition of the Race for Chase to the Chase Hawks Memorial Association calendar of events. The Race for Chase will consist of a timed run/walk road race, taking place on October 2, 2011. In an effort to appeal to both avid runners and walkers alike, this fundraiser will offer a 10k and a 5k.

The race will begin at 8:00 a.m. with a combined start just west of the Sportsman's Warehouse parking lot. Racers will begin running south toward Pierce Parkway onto which they will turn right. The 5k participants will utilize the trail system, turning right and heading north on Shiloh. They will pass the Zoo Drive and Hesper Roundabouts, where there will be crossing guards. They will turn left and cross Shiloh at MT Sapphire Drive, where they will loop around to the opposite side of Shiloh and head south. They will continue on Shiloh until reaching the finish line at the entrance of Zoo Montana. The 10k participants will turn left onto Shiloh, running southwest where Shiloh eventually turns into Neibauer. They will remain on Neibauer until reaching 56th St, at which point turning right and running north on 56th. They continue on 56th until reaching Hesper, at which point turning right onto Hesper. They will remain on Hesper until reaching Shiloh. They will turn right, utilizing the trail system on Shiloh, and continuing south to the finish line at the entrance of Zoo Montana.

Thanks in advance for your consideration.

Sincerely,

Christa Ryan, Event Chairperson



City of Billings
RIGHT-OF-WAY ACTIVITY PERMIT

Please check the type of activity you are applying for:

[ ] Parade [✓] Run/Walk/Procession [ ] Street/Alley Closure [ ] Block Party

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

PERSON MAKING APPLICATION Christa Ryan 671-5209

ORGANIZATION MAKING APPLICATION Chase Hawks Memorial Assoc

PHONE 248-9295

ADDRESS 122 N. 30th Billings MT 5910
(CITY) (STATE) (ZIP)

EMAIL ADDRESS Christa@chasehawks.com

APPROXIMATE TIME EVENT WILL:

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

DATE OF EVENT October 2, 2011

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

Organized 10K, 5K Run/Walk - proceeds to benefit the Chase Hawks Community Crisis Fund.

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

Starting point: Sportsman's Warehouse parking lot - runners to take right onto Pierce Pkwy. *5K right on Shiloh on pathway through 700 Dr. & Hesper Roundabouts, loop around at MT Sapphire Dr. South on Shiloh (pathway) - finish at 700 Montana. *10K left on Shiloh/Nibauer, rt. onto 56th St., rt. on to Hesper, rt. onto Shiloh - finish line at 700 Montana.

BLOCK PARTY STREET LOCATION (IF APPLICABLE):

N/A

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

Volunteer-based, food and drink container disposal, disassembly of any items and equipment used as well as removal.

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 Christa Ryan **DATE** 10-21-11

APPLICATION APPROVED _____ **DATE** _____

APPLICATION DENIED _____ **DATE** _____

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

FOR CITY USE ONLY

FEE: $100.00

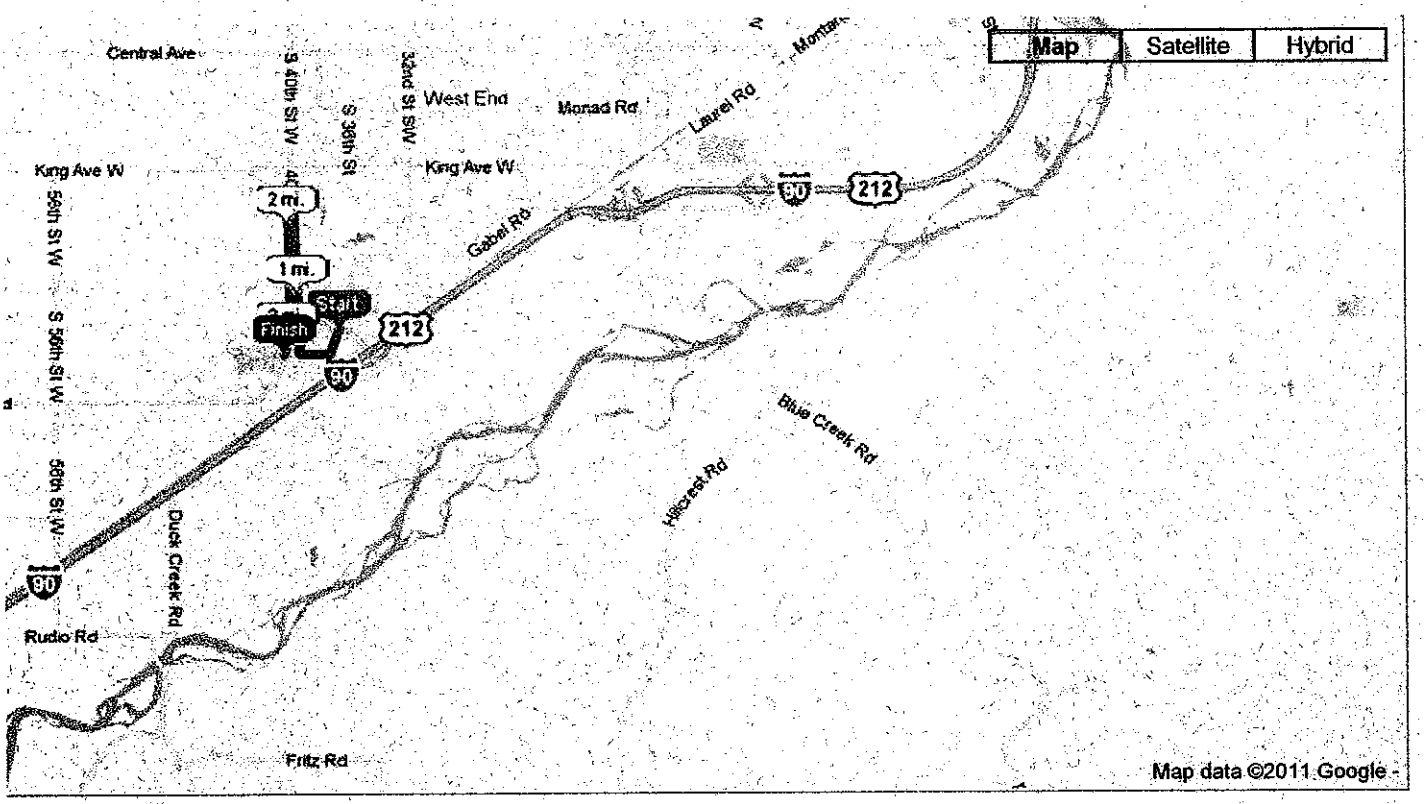
PAID: _____

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

5K

LOGIN | Become a member



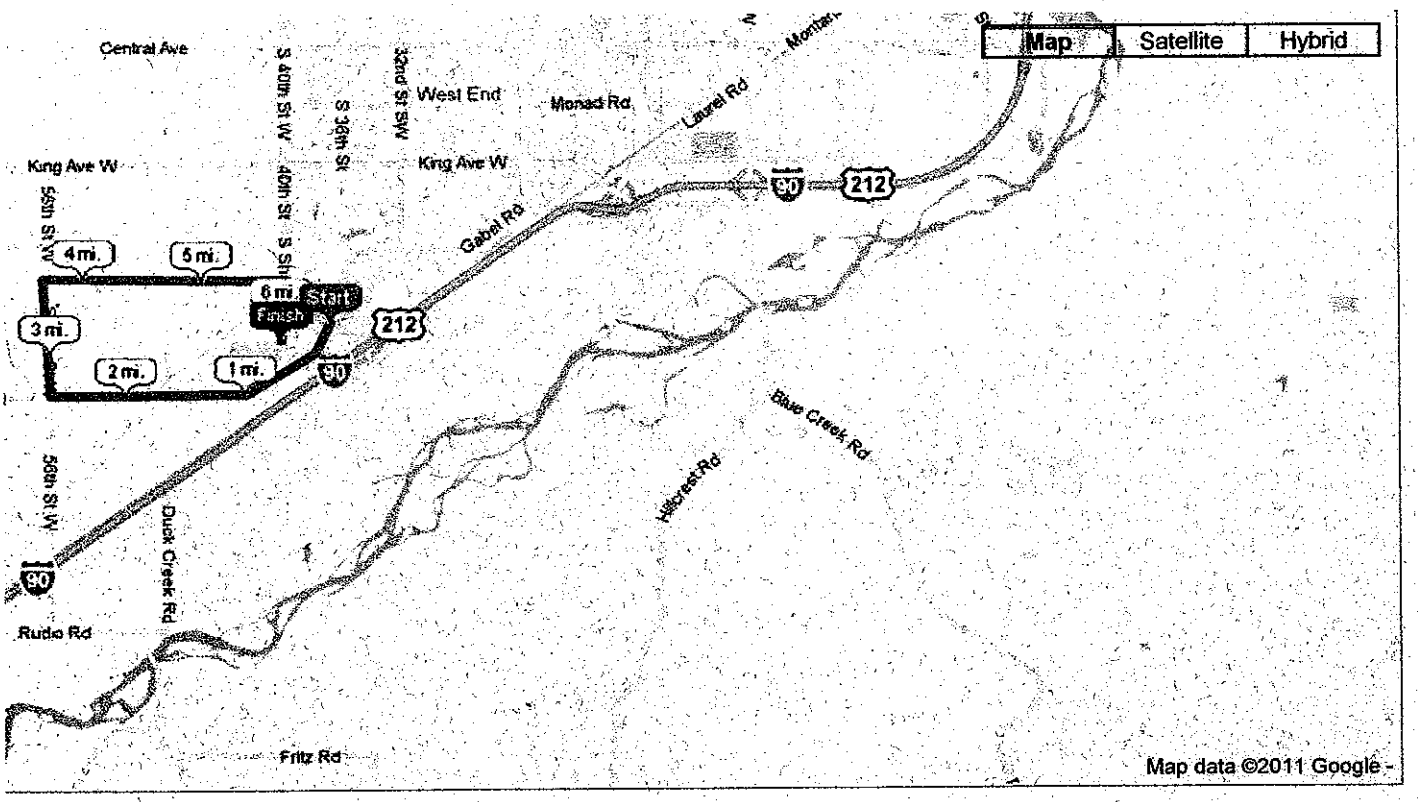
VISA

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HERSHEY'S

LOGIN | Become a member

10K



VISA

fitness

HERSHEY'S

Client#: 6090 CHASEHAW

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/21/11

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

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

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		KKO0000001304500	12/01/2010	12/01/2011	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$5,000,000
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
A	UMBRELLA LIAB OCCUR			XKO0000001305300	12/01/2010	12/01/2011	EACH OCCURRENCE	$1,000,000
	EXCESS LIAB X CLAIMS-MADE						AGGREGATE	$1,000,000
	DEDUCTIBLE							$
	RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Certificate Holder is Additional Insured.

CERTIFICATE HOLDER

City of Billings
Attn: Gail Linnell
390 North 23rd
Billings, MT 59101

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Sherry Brophy

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Consent 1. K. 3.

Regular City Council Meeting
Meeting Date: 09/12/2011
TITLE: Cadillac Jax Grand Opening Street Closure
PRESENTED BY: David Mumford
Department: Public Works

PROBLEM/ISSUE STATEMENT

A street closure has been requested for the following event:

Who: Cadillac Jax Sports Bar
Event: Grand Opening
Date and Time: Saturday, September 17, 2011, from 3:00 pm until 10:30 pm
Where: 18th Street West from Grand Avenue south to the alley

Recommended conditions of approval include Cadillac Jax
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 property owners 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 section 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 Cadillac Jax Sports Bar.

RECOMMENDATION

Staff recommends that Council approve the street closure named above for the Cadillac Jax Sports Bar Grand Opening event.

APPROVED BY CITY ADMINISTRATOR

Attachments

Cadillac Jax Grand Opening

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 Gary Larson Pat McDonald

ORGANIZATION MAKING APPLICATION Cadillac Jax

PHONE 406-839-2352 *CONTACT: 406-656-5103 *

ADDRESS 1744 Grand Ave Billings MT 59102
(CITY / STATE / ZIP)

EMAIL ADDRESS garylars@hotmail.com

APPROXIMATE TIME EVENT WILL:

Assemble 3:00 PM Start 5:30 PM Disband 10:30 PM

DATE OF EVENT 09/17/2011

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

GRAND OPENING EVENT
LIVE MUSIC UTILIZING EXISTING
PARKING LOT AND ONLY A SHORT
SECTION OF 18th ST W.

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

N/A

BLOCK PARTY STREET LOCATION (IF APPLICABLE):

18th ST. W SEE MAP
ONLY SHORT SECTION OF 18th ST W
FROM ALLEY

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

√SECURITY STAFF HIRED
√CLEAN-UP CREW HIRED TO
INSURE ALL ADJACENT PROPERTIES ARE
FREE OF ANY DEBRIS

CERTIFICATION OF INSURANCE WHICH MUST SHOW: (1) The limits of liability coverage for the period of this agreement as a minimum of $750,000 per claim/ $1.5 million per occurrence general liability, and (2) the City of Billings named on the Certificate of Insurance as the additional insured. (Refer to the sample insurance copy. Please note a certificate of insurance *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** 7-28-11

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: 100.00

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

Cadillac Jax Grand Opening Event

On September 17th 2011 Cadillac Jax Sports Bar will conduct a Grand Opening Event located at 1744 Grand Avenue in Billings, MT.

The event will begin at 5:30 PM and will close at 10:30 PM. Temporary closure on 18th Street West which is located North to South on the West side of the main property line will be utilized. Only a short section of the street will be closed that runs from the alley behind the property line to Grand Ave. The alley will be kept open for traffic if needed. All neighboring business have been contacted. Security staff has been hired and a clean up crew to insure all trash has been accounted for in all areas surrounding the event. A noise ordinance permit and been obtained and the event is properly insured.

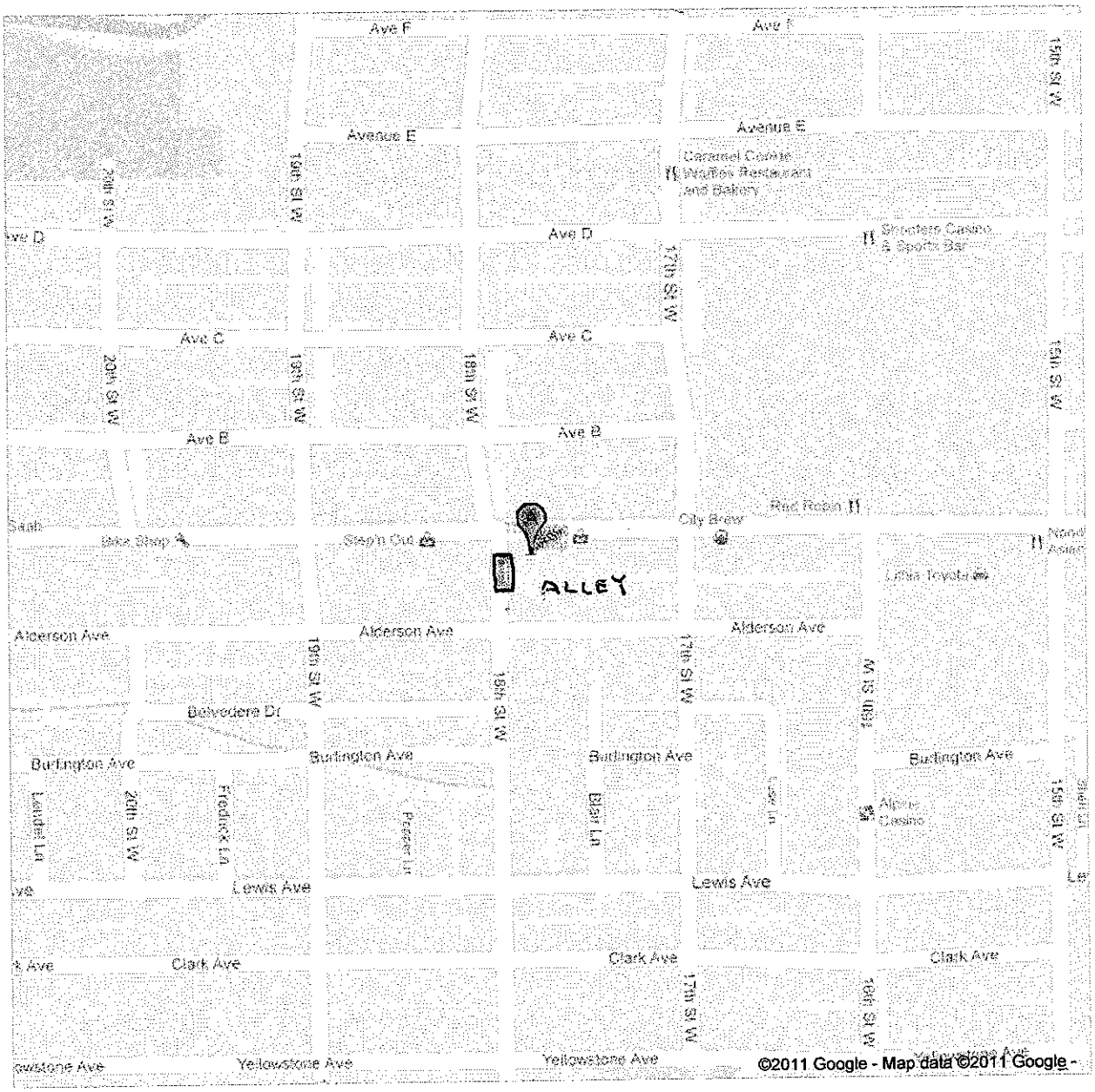
Any questions can be directed to Pat McDonald: Cell: 406-690-6575
Gary Larson: 406-656-3107 Cadillac Jax: 406-839-2352

The owner and staff of Cadillac Jax appreciate your assistance. Thank you.

Gary Larson
Gary Larson
Pat McDonald
Pat McDonald
07/25/2011

Google maps

Get Google Maps on your phone
Text the word "GMAPS" to 466453



A Cadillac Jax Bar & Grill
1744 Grand Avenue, Billings, MT
(406) 839-2352

▭ - AREA OF STREET CLOSURE

SHORT SECTION OF 18TH ST. W
ONLY TO ALLEY BEHIND PROPERTY
ALLEY WILL BE OPEN FOR TRAFFIC
AS WELL AS ALL SURROUNDING
STREETS

Client#: 52406 21RIOGRAN

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/28/2011

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

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

PRODUCER	CONTACT NAME: Kyle Thelen
Hub Int'l. Mountain States Ltd 3533 Gabel Road Billings, MT 59102 406 652-9151	PHONE (A/C, No, Ext): 406-652-9151 FAX (A/C, No): 406-652-7838 E-MAIL ADDRESS: Angela.Berthoud@hubinternational.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : AmTrust Insurance Company of Ka — 15954
INSURED R&C Entertainment Dba Rio Grand Casino Harley Taylor, Inc. Dba Cadillac Jax 1918 Grand Ave Billings, MT 59102	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	Y		SPP100687101	01/03/2011	01/03/2012	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
								$
	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? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Liquor Liability X			SPP100687101	1/3/2011	1/3/2012	$1,000,000	

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

Certificate Holder is listed as additional insured in regards to the general liability if required by written contract per form CG 2010.

CERTIFICATE HOLDER

City of Billings
PO Box 1178
Billings, MT 59103

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

Rene Kelley

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ABE1

Consent 1. K. 4.

Regular City Council Meeting
Meeting Date: 09/12/2011
TITLE: Skyview High School Homecoming Parade
PRESENTED BY: David Mumford
Department: Public Works

PROBLEM/ISSUE STATEMENT

A parade route has been requested for the following event:

Who: Skyview High School Student Council
Event: Homecoming Parade
Date and Time: Friday, October 7, 2011, from Noon until 2:00 pm
Where: Start in Skyview's parking lot, south on High Sierra, east on Wicks to Babcock, then return to Skyview's parking lot. There will not be any closures of the street but police assistance will be parked at the intersections so that traffic is aware of the parade coming through.

Recommended conditions of approval include Skyview High School:
1. Provide a certificate of insurance with required liability amounts naming the City of Billings as additional insured
2. Provide and install adequate traffic barricades directing motorists around closure
3. Contact residents and businesses affected and make them aware of the event
4. Clean the area to be used after the event

ALTERNATIVES ANALYZED

The Council may:

- Approve the request to use the above route for the parade 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 the responsibility of Skyview High School Student Council.

RECOMMENDATION

Staff recommends that Council approve the parade route for the Skyview High School Homecoming parade.

APPROVED BY CITY ADMINISTRATOR

Attachments

Skyview Homecoming

City of Billings
RIGHT-OF-WAY ACTIVITY PERMIT

Please check the type of activity you are applying for:

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

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

PERSON MAKING APPLICATION Kurt Wohler

ORGANIZATION MAKING APPLICATION Skyview High School (Student Council)

PHONE (w) 281-5271 (c) 671-7748

ADDRESS 1775 High Sierra Blvd Billings MT 59105
(CITY) (STATE) (ZIP)

EMAIL ADDRESS wohlerk@billingsschools.org

APPROXIMATE TIME EVENT WILL:

Assemble 12:00 pm Start 1:00 pm Disband 2:00 pm

DATE OF EVENT Friday October 7th, 2011

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

Skyview High School Homecoming Parade
- Starts in Skyview High school Parking lot → East on Wicks
- finishes at Wicks & Babcock → then Returns to Skyview
- Parade consists of Student made Floats along with band and flags

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

See Attached Map
* This year we are stopping the parade shorter in order to keep the street closure to a less impact. St. Andrews will now be open.

BLOCK PARTY STREET LOCATION (IF APPLICABLE): N/A

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

- Skyview Student Council, Staff, and Parents will be in charge of any necessary clean-up

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

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APPLICANT SIGNATURE _____ **DATE** 7/15/11

APPLICATION APPROVED _____ **DATE** _____

APPLICATION DENIED _____ **DATE** _____

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

FOR CITY USE ONLY

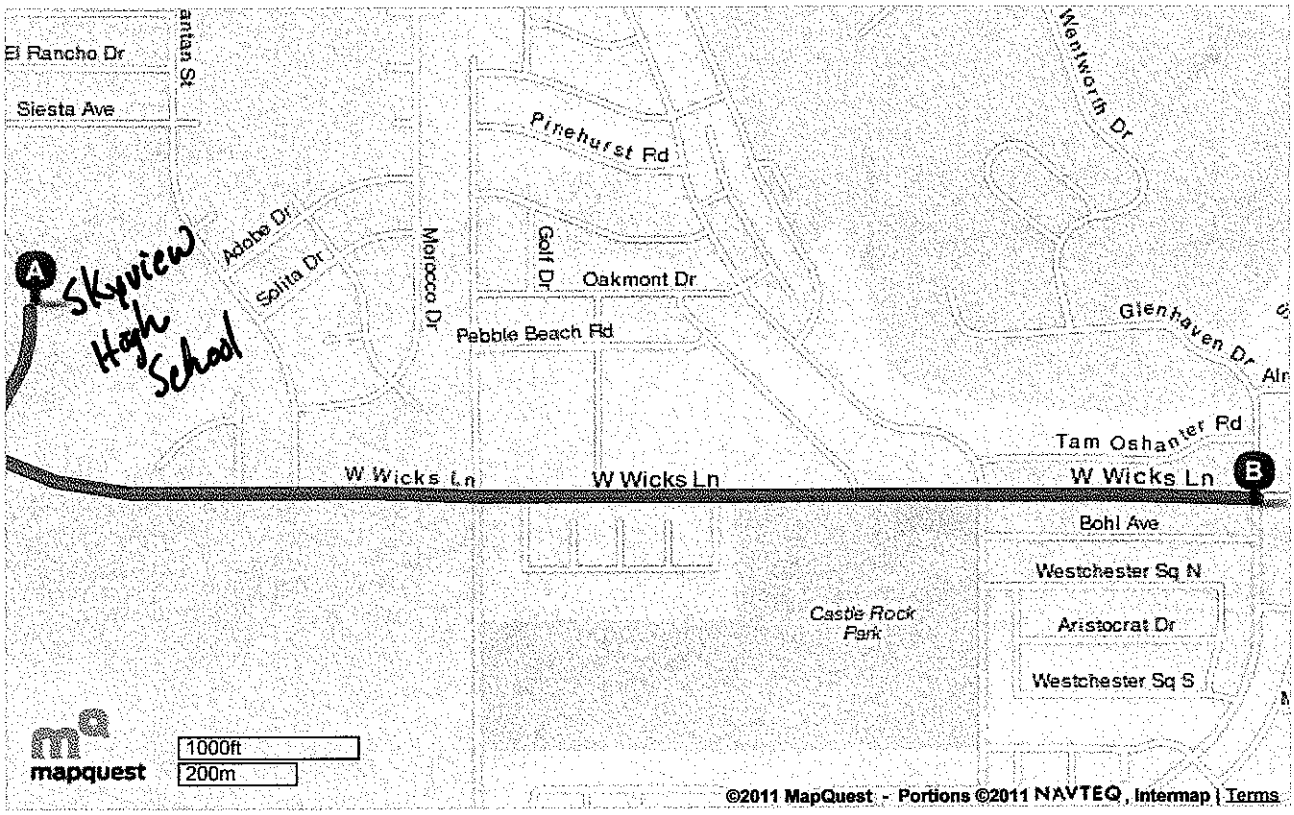
FEE: $100.00 _____

PAID: _____

DATE: _____

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

Total Travel Estimate: **1.49 miles - about 3 minutes**



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Directions and maps are informational only. We make no warranties on the accuracy of their content, road conditions or route usability or expeditiousness. You assume all risk of use. MapQuest and its suppliers shall not be liable to you for any loss or delay resulting from your use of MapQuest. Your use of MapQuest means you agree to ourTerms of Use

FREE GPS for your iPhone or Android. mobile.mapquest.com/app»

Client#: 1747 SDIST2YE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/15/2011

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.

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

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Zurich Insurance Co.	
INSURER B : American Alternative Insurance	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Billings Public Schools (dba)
School Dist #2 and High School Dist #2
415 North 30th Street
Billings, MT 59101-1298

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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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		GLA399387206	07/01/2011	07/01/2012	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)	$EXCLUDED
	X BI/PD Ded:$25,000						PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
								$
	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)	$
								$
B	X UMBRELLA LIAB X OCCUR			82A2UB000002306	07/01/2011	07/01/2012	EACH OCCURRENCE	$1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$1,000,000
	DED X RETENTION $10,000							$
	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) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)
RE: Right of Way special activity permit - Skyview Homecoming Parade, Friday, October 7, 2011.
Additional Insured form U-GL1177BCW(0207) applies.

CERTIFICATE HOLDER

City of Billings
Public Works Office; ATTN: Susan
2224 Montana Avenue
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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DO1

mapquest

Trip to:
100 W Wicks Ln
Billings, MT 59105-3540
1.49 miles
3 minutes

Notes

University of Phoenix®

Bachelor's Degrees	Master's Degrees
Business	MBA
Nursing	Education
Education	Nursing
Communications	
Criminal Justice	**Doctoral Degrees**
Health Admin.	Business Admin.
Info. Technology	Health Admin.

Online and Campus Programs. **Learn More** ▶

		Miles Per Section	Miles Driven
A	**1775 High Sierra Blvd** Billings, MT 59105-5402	**Miles Per Section**	**Miles Driven**
●	1. Start out going SOUTH on HIGH SIERRA BLVD toward ANDELE AVE.	**Go 0.2 Mi**	0.2 mi
↰	2. Turn LEFT onto W WICKS LN.	**Go 1.3 Mi**	1.5 mi
■	3. 100 W WICKS LN is on the RIGHT. *Your destination is 0.2 miles past NUTTER BLVD* *If you reach ST ANDREWS DR you've gone about 0.1 miles too far*		1.5 mi
B	**100 W Wicks Ln** Billings, MT 59105-3540	**1.5 mi**	**1.5 mi**

Consent 1. K. 5.

Regular City Council Meeting
Meeting Date: 09/12/2011
TITLE: Skyview High School 5K Fun Run/Walk
PRESENTED BY: David Mumford
Department: Public Works

PROBLEM/ISSUE STATEMENT

A run/walk race route has been requested for the following event.

Who: Skyview High School BPA
Event: 5K Run/Walk
Date and Time: Sunday, October 2, 2011, Noon to 2:00 pm
Where: Start on High Sierra Blvd, to W. Wicks Lane, west on Wicks, east on Matador, south on Fantan and finish at the Skyview Track

Recommended conditions of approval include Skyview High School BPA:
1. Provide a certificate of insurance with required liability amounts naming the City of Billings as additional insured
2. All course guards (flaggers) shall wear proper safety apparel, use approved STOP/SLOW paddles and one representative shall be a CERTIFIED TRAFFIC CONTROLLER for the event
3. Provide and install adequate signage to notify motorists of the event
4. Clean the area to be used

ALTERNATIVES ANALYZED

The Council may:

- Approve the request to use the above 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 Skyview High School BPA.

RECOMMENDATION

Staff recommends that Council approve the race route listed above for the annual Skyview High School BPA 5K Run/Walk event.

APPROVED BY CITY ADMINISTRATOR

Attachments

Skyview High BPA Fun Run

City of Billings
RIGHT-OF-WAY ACTIVITY PERMIT

Please check the type of activity you are applying for:

[ ] Parade [X] 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 Janelle Berry

ORGANIZATION MAKING APPLICATION Skyview High School BPA

PHONE 281-5220

ADDRESS 1775 High Sierra Blvd Billings, MT 59105
(CITY, STATE, ZIP)

EMAIL ADDRESS berryje@billingsschools.org

APPROXIMATE TIME EVENT WILL:

Assemble 12 noon Start 1 p.m. Disband 2 p.m.

DATE OF EVENT Sun. 10/2/2011

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

a 5k fun run/walk to promote homecoming activities at Skyview and to raise funds for students participating in regional, state, and national competitions for Business Professionals of America.

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

see attached map
- west on Wicks Finish at Skyview track
- east on Matador
- south on Fantan

BLOCK PARTY STREET LOCATION (IF APPLICABLE): n/a

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

Skyview BPA will clean up after run.

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)

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APPLICANT SIGNATURE Janelle Berry DATE 7/25/11

APPLICATION APPROVED _____ DATE _____

APPLICATION DENIED _____ DATE _____

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

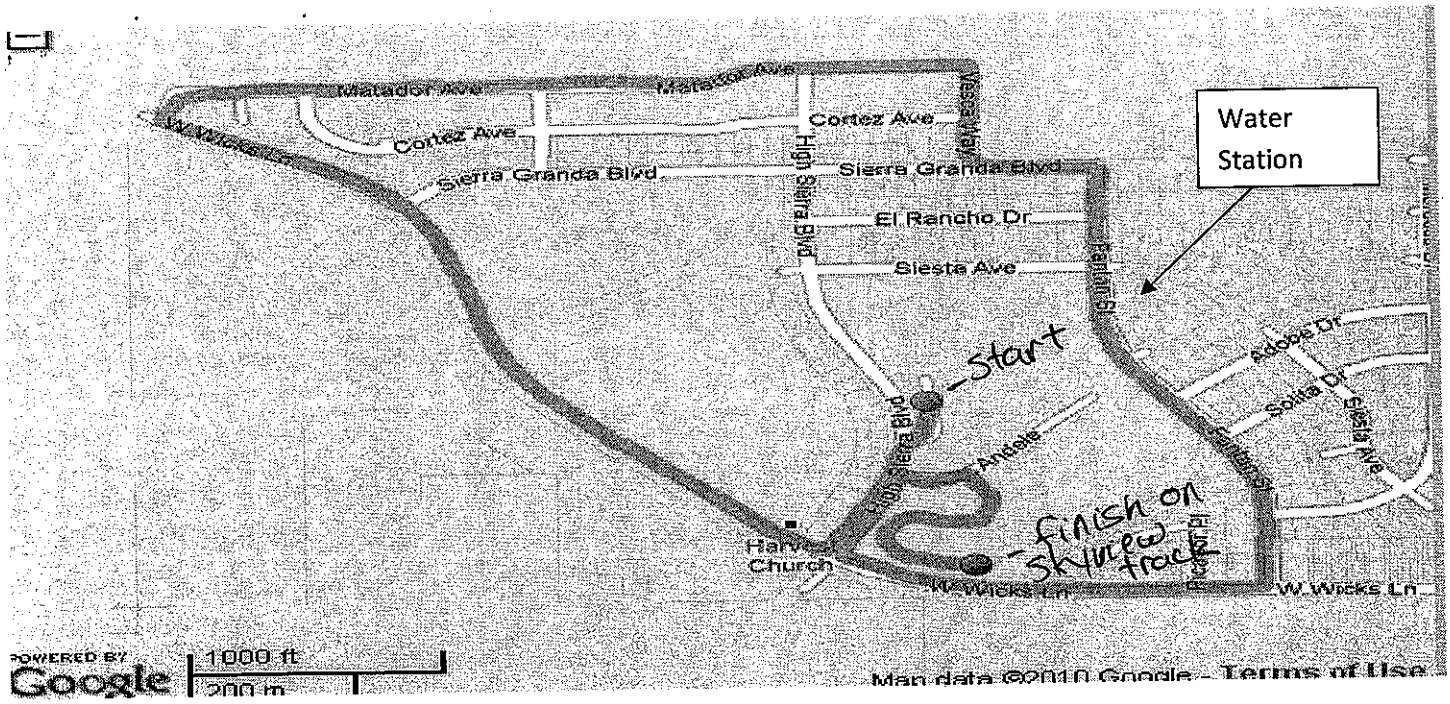
FOR CITY USE ONLY

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


Matador Ave
Cortez Ave
Sierra Granda Blvd
Meteor Ave
Cortez Ave
Vesper Way
Sierra Granda Blvd
High Sierra Blvd
El Rancho Dr
Sieste Ave
Fairway Dr
Water Station
Start
Adobe Dr
Solita Dr
Sierra Ave
Antelope
Harvest Church
Finish on skyview track
W Wicks Ln
W Wicks Ln
POWERED BY Google
1000 ft
200 m
Map data ©2010 Google - Terms of Use

Client#: 1747 SDIST2YE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/21/2011

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

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Zurich Insurance Co.	
INSURER B : American Alternative Insurance	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Billings Public Schools (dba)
School Dist #2 and High School Dist #2
415 North 30th Street
Billings, MT 59101-1299

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		GLA399367206	07/01/2011	07/01/2012	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)	$EXCLUDED
	X BI/PD Ded:$25,000						PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	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)	$
								$
B	X UMBRELLA LIAB X OCCUR			XSAPUB0000003106	07/01/2011	07/01/2012	EACH OCCURRENCE	$1,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$1,000,000
	DED X RETENTION $10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Business Professionals of America (BPA) Spirit Fun Run/Walk, October 2, 2011
North. Additional Insured form U-GL-1177-BCW(0207) applies.

CERTIFICATE HOLDER

City of Billings
ATTN: Susan Wellbrock
2224 Montana Avenue
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

Deborah S Wagner

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Consent 1. L.

Regular City Council Meeting
Meeting Date: 09/12/2011
TITLE: Zone Change #878 - 2nd 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 Zoning Commission conducted a public hearing on August 2, 2011, and forwarded a recommendation of approval on a 3-0 vote. The City Council held a public hearing on August 22, 2011, and approved the zone change on first reading.

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.

RECOMMENDATION

The Zoning Commission recommends approval and adoption of the 12 criteria for Zone Change #878.

APPROVED BY CITY ADMINISTRATOR

Attachments

Ordinance

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

Zone Change #878 – 4300 Montana Sapphire Drive

Consent 1. M.

Regular City Council Meeting
Meeting Date: 09/12/2011
TITLE: Resolution Authorizing Council Contingency Use for the MLCT Conference
PRESENTED BY: Tina Volek
Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

The City of Billings is scheduled to host the 2011 Montana League of Cities and Towns (MLCT) Annual Conference, to be held Oct. 5-7 in downtown Billings. The event brings municipal officials and their families from throughout Montana to downtown Billings, where they will utilize local hotels and restaurants. This event is rotated annually among the major cities in the state, being held in Butte in 2010.

As part of its host duties, the City is asked to pay for the annual President's Reception held on the first night of the conference. The City Council also would like to help MLCT pay for other expenses associated with the event, including a memento for participants. The Council will seek contributions to help pay for these expenses but wishes to ensure sufficient funds are available to offset costs. No funds are budgeted at this time. At its Aug. 22 Business Session, the Council approved an initiative to put a resolution authorizing an expenditure of up to $10,000 for the conference on the Sept. 12 agenda.

A simple majority of the Council Members present is required to approve the expenditure.

ALTERNATIVES ANALYZED

The Council may:

- Approve the resolution authorizing the expenditure of up to $10,000 for the MLCT 2011 Annual Conference;
- Modify the amount of the authorized expenditure or other parts of the resolution as desired; or
- Not approve the resolution, resulting in a need to raise community financial support for all events, or reducing the number of events.

FINANCIAL IMPACT

The Council Contingency Fund is set at $65,000. An allocation of $2,500 already has been made, leaving a balance of $62,500.

RECOMMENDATION

Staff recommends approval of the allocation of up to $10,000 from the Council Contingency Fund to the President's Reception at the MLCT 2011 Annual Conference, with the understanding that the amount will be reduced to the extent possible by contributions from the community.

APPROVED BY CITY ADMINISTRATOR

Attachments

MLCT Resolution

RESOLUTION NO. 11-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, APPROVING USE OF UP TO $10,000 OF COUNCIL CONTINGRNCY FUNDS FOR PURCHASES ASSOCIATED WITH THE 2011 MONTANA LEAGUE OF CITIES AND TOWNS ANNUAL MEETING IN BILLINGS

WHEREAS, Billings, Montana is scheduled to host the 2011 Montana League of Cities and Towns (MLCT) meeting to be held October 5-7, 2011 in downtown Billings; and

WHEREAS, the meeting is expected to draw about 400 municipal officials and their families from across the State of Montana, who will spend their time and money throughout Billings, supporting local business; and

WHEREAS, the host community is asked by the MLCT to provide a President's Reception, which will be held at the Yellowstone Art Museum, and to cover other, minor expenses associated with holding the annual event; and

WHEREAS, the Billings City Council has a Council Contingency Fund that contains $65,000 for projects to be designated by the City Council, and the Council must pass a resolution to expend money from Council Contingency; and

WHEREAS, the Council Members will seek sponsors for the President's Reception and other events, but have discussed allocating up to $10,000 from Council Contingency to ensure coverage of the City's share of MLCT 2011 Annual Conference expenses.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BILLINGS MONTANA DOES HEREBY RESOLVE to allocate up to $10,000 from the Council Contingency Fund, Acct. No. 010-1110-411.79-70, for the purposes of paying for the City of Billing's share of expenses related to the MLCT 2011Annual Conference expenses; and

BE IT FURTHER RESOLVED that the City Council will seek contributions from other organizations throughout the City to offset those expenses as much as possible.

APPROVED AND ADOPTED THIS 12TH DAY OF SEPTEMBER, 2011.

Billings City Council

_____

Thomas W. Hanel, Mayor

ATTEST:

_____

Cari Martin, City Clerk

Consent 1. N.

Regular City Council Meeting

Meeting Date: 09/12/2011

TITLE: North Pointe Square Subdivision, 2nd Filing: Preliminary Plat Approval Extension Request

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

North Pointe Square Subdivision, 2nd Filing, is a proposed subdivision that would create five lots on approximately 4.8 acres of land at the northwest corner of U.S. Highway 87 and Main Street in the Heights. The property is currently vacant, but is zoned and proposed for commercial development. City Council granted conditional approval of the preliminary plat of North Pointe Square Subdivision, 2nd Filing, on October 14, 2008. Section 23-302(13) of the City Subdivision Regulations stipulates that the conditional approval of preliminary plats shall be in force for not more than three years, unless a request for an extension is received and approved by City Council.

During the 2011 State legislative session, House Bill 522 amended Section 76-3-610, MCA to allow the governing body to extend the preliminary plat approval period to a "mutually agreed upon period of time." This bill removed the previously established 1-year time limitation for extending preliminary plat approval. On August 3, 2011, the developer of North Pointe Square Subdivision, 2nd Filing, requested an extension to the preliminary plat approval period for two additional years, in order to coordinate development of required improvements with the adjacent property owners (see attachment). The developer has completed many of the conditions of approval for the final plat and would like to keep the application active. The developer feels starting the preliminary plat period over again would not be beneficial for them or the City.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the request to extend the preliminary plat approval for two more years; or
- Deny the request to extend the preliminary plat approval for two more years.

FINANCIAL IMPACT

Platting of five lots from a vacant parcel and reselling them to private individuals for commercial development would increase the tax revenues for the City. Allowing the subdivider up to two more years to prepare the final plat documents for approval and recording should not have any direct financial impact to the City.

RECOMMENDATION

Planning staff recommends that the City Council approve the request for an extension of the preliminary plat approval date for North Pointe Square Subdivision, 2nd Filing for two years, and set the new expiration date to October 14, 2013.

APPROVED BY CITY ADMINISTRATOR

Attachments

Letter Requesting Prelim Plat Approval extension
North Pointe Square 2nd Prelim Plat

Realty Services, LLC

August 3, 2011

Juliet Spalding, AICP
Planning & Community Services Department
510 North Broadway, 4th Floor
Billings, MT 59101

Dear Ms. Spalding;

This letter is being written in response to your letter of June 22, 2011 regarding the preliminary plat approval for North Pointe Square Subdivision 2nd Filing. The conditional approval of the Billings City Council is to expire on October 14, 2011.

Your letter stated that we have two options; 1) Submit the necessary final documents and receive final plat approval; or 2) request an extension of the preliminary plat.

As I discussed with you on the phone, we have been delayed in moving forward with the subdivision of our property, because we have waited for the owners of neighboring properties to finalize their plans for the development of their properties before we proceed.

Therefore, we are submitting this request for a two-year extension of our preliminary plat approval for North Pointe Square Subdivision, 2nd Filing.

Please let me know if you need additional information. Also, please keep me informed of when this request will be presented to the Billings City Council.

Sincerely,

Ernie Dutton, Manager
For the Property Owner, Vacant Land LLC

RECEIVED
AUG - 3 2011
PLANNING & COMMUNITY SERVICES DEPARTMENT

P.O. Box 20218, Billings, MT 59104 (406) 591-1290

PRELIMINARY PLAT OF

NORTH POINTE SQUARE SUBDIVISION, 2ND FILING

BEING TRACT 2-A-1 OF AMENDED TRACT 2-A OF AMENDED TRACTS 1 & 2 OF CERTIFICATE OF SURVEY No. 1965

SITUATED IN THE EAST 1/2, SOUTHEAST 1/4 OF SECTION 10, T. 1 N., R. 26 E., P.M.M.

YELLOWSTONE COUNTY, MONTANA

PREPARED FOR: ERNIE DUTTON

PREPARED BY : ENGINEERING, INC.

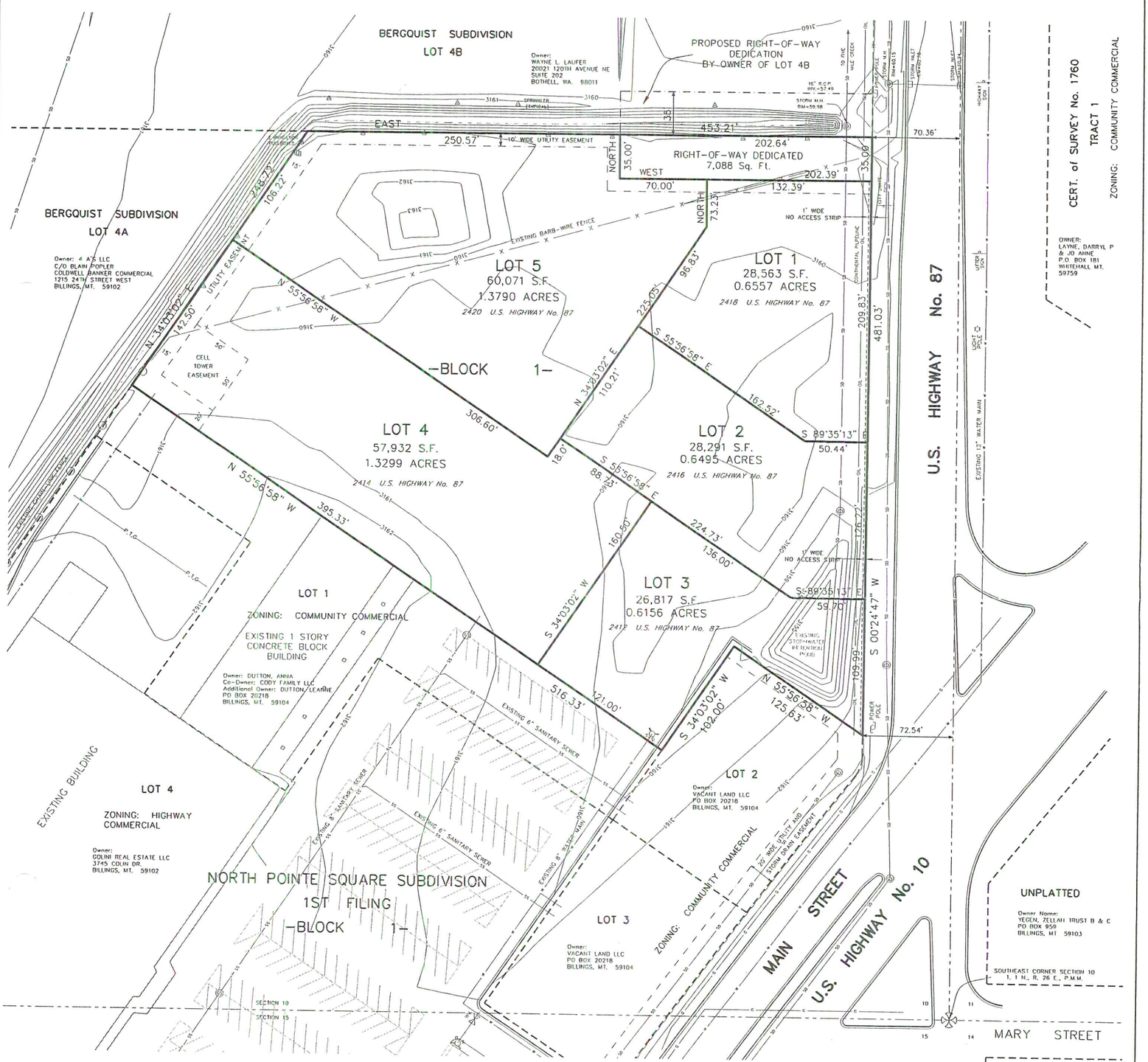
SCALE : 1" = 40'

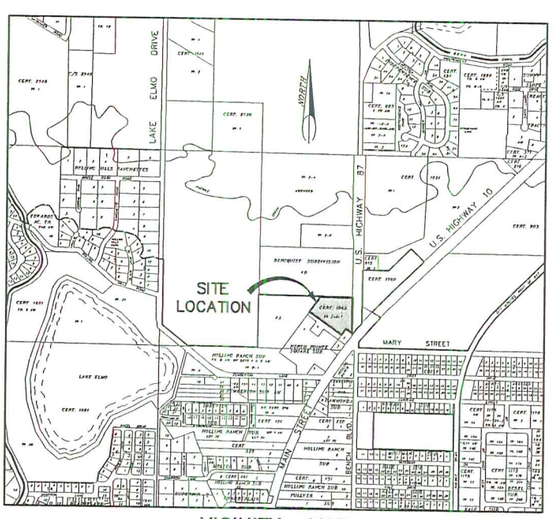
FEBRUARY, 2008

BILLINGS, MONTANA

40 20 0 40 80

NORTH





VICINITY MAP

PLAT DATA

GROSS AREA	=	4.7924 ACRES
NET AREA	=	4.6297 ACRES
NUMBER OF LOTS	=	5
MINIMUM LOT SIZE	=	0.6156 ACRES
MAXIMUM LOT SIZE	=	1.3790 ACRES
LINEAL FEET OF STREETS	=	±202 FEET
PARKLAND REQUIREMENT	=	N.A.
PARKLAND DEDICATION	=	N.A.
EXISTING ZONING	=	COMMUNITY COMMERCIAL
SURROUNDING ZONING:		
NORTH	=	COMMUNITY COMMERCIAL
SOUTH	=	COMMUNITY COMMERCIAL
EAST	=	COMMUNITY COMMERCIAL
WEST	=	COMMUNITY COMMERCIAL
EXISTING LAND USE	=	VACANT
PROPOSED LAND USE	=	RETAIL

Consent 1. O. 1.

Regular City Council Meeting
Meeting Date: 09/12/2011
TITLE: Final Plat of River Rock Estates Subdivision
PRESENTED BY: Candi Beaudry
Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

The final plat for River Rock Estates Subdivision is being presented to Council for approval. On September 24, 2007, City Council conditionally approved the preliminary plat for this 67-lot subdivision for a period of three years. The City Council later approved a one-year extension to the preliminary approval on September 13, 2010, extending the approval until September 24, 2011. The subject property is located on the west side of 46th Street West, south of Poly Drive. The property is zoned Residential-9600 (R-96) and is planned for single-family residences and proposed for development in phases. The conditions of preliminary approval have been met, including the adoption of a Park Master Plan by City Council. The subdivider is Boyer Land, LLC, and the agent is the Allied 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 River Rock Estates Subdivision. If the City Council chooses to deny the final plat, it must base the denial on the criteria outlined in 76-3-611, MCA and Section 23-307, BMCC.

FINANCIAL IMPACT

Should the City Council approve the final plat, the creation of 67 additional residential lots will result in an increase in property tax revenues.

RECOMMENDATION

Staff recommends that the City Council approve the final plat of River Rock Estates Subdivision.

APPROVED BY CITY ADMINISTRATOR

Attachments

Final plat

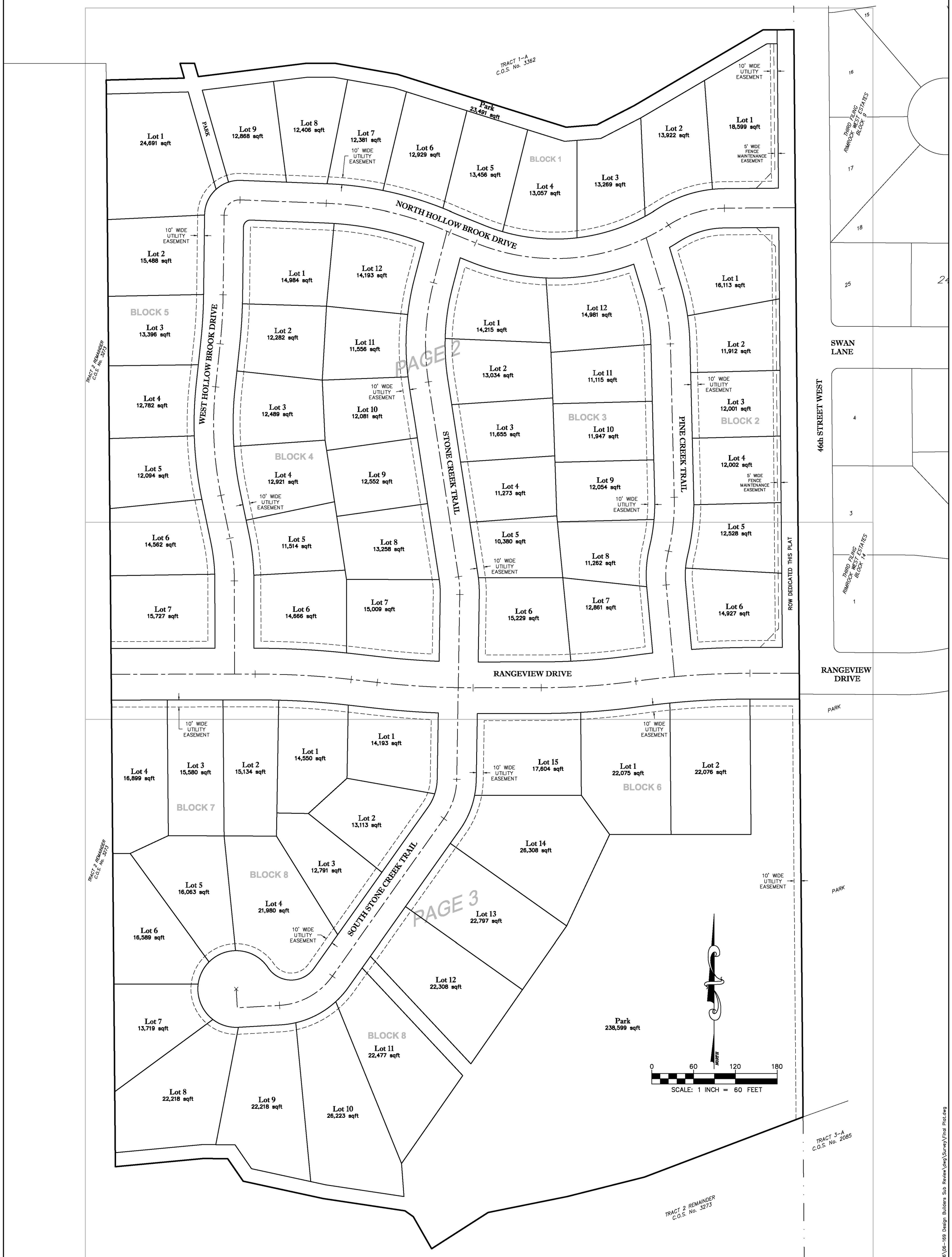
PLAT OF

RIVER ROCK ESTATES SUBDIVISION

BEING TRACT 1-B OF CERTIFICATE OF SURVEY No. 3362,
LOCATED IN THE NORTHEAST ONE-QUARTER AND THE SOUTHEAST ONE-QUARTER OF SECTION 32,
TOWNSHIP 1 NORTH, RANGE 25 EAST, PRINCIPAL MERIDIAN MONTANA,
CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

OWNER: BOYER LAND L.L.C.

PURPOSE: TO CREATE A 67 LOT RESIDENTIAL SUBDIVISION AND 2 TRACTS OF PARK LAND



1/4	Sec.	T.	R.
	32	1N	25E

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 • Solid Value that Lasts

PROJECT SURVEYOR: JRP	SHEET 2 OF 4
DRAWN BY: KWO	
REVIEWED BY: GLF	PROJECT No. 06-169.10
DATE: 08/11/11	\Survey\Final Plat.dwg

L:\2006\06-169 Design Builders Sub Review\dwg\Survey\Final Plat.dwg

Consent 1. O. 2.

Regular City Council Meeting

Meeting Date: 09/12/2011

TITLE: Final Plat of Amended Lot 9-A, Block 1, Montana Sapphire Subdivision

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

The final plat for Amended Lot 9-A, Block 1, Montana Sapphire Subdivision is being presented to Council for approval. On June 27, 2011, City Council conditionally approved the preliminary plat for this 5-lot subdivision. The subject property is located on the southwest corner of Shiloh Road and King Avenue West. The property is zoned Entryway Light Industrial (ELI) and is planned for commercial development. The subdivider is Rimrock II, LLC, and the agent is Sanderson Stewart. 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 Amended Lot 9-A, Block 1, Montana Sapphire Subdivision. If the City Council chooses to deny the final plat, it must base the denial on the criteria outlined in 76-3-611, MCA and Section 23-307, BMCC.

FINANCIAL IMPACT

Should the City Council approve the final plat, the creation of five additional commercial lots will result in an increase in property tax revenues.

RECOMMENDATION

Staff recommends that the City Council approve the final plat of Amended Lot 9-A, Block 1, Montana Sapphire Subdivision.

APPROVED BY CITY ADMINISTRATOR

Attachments

final plat

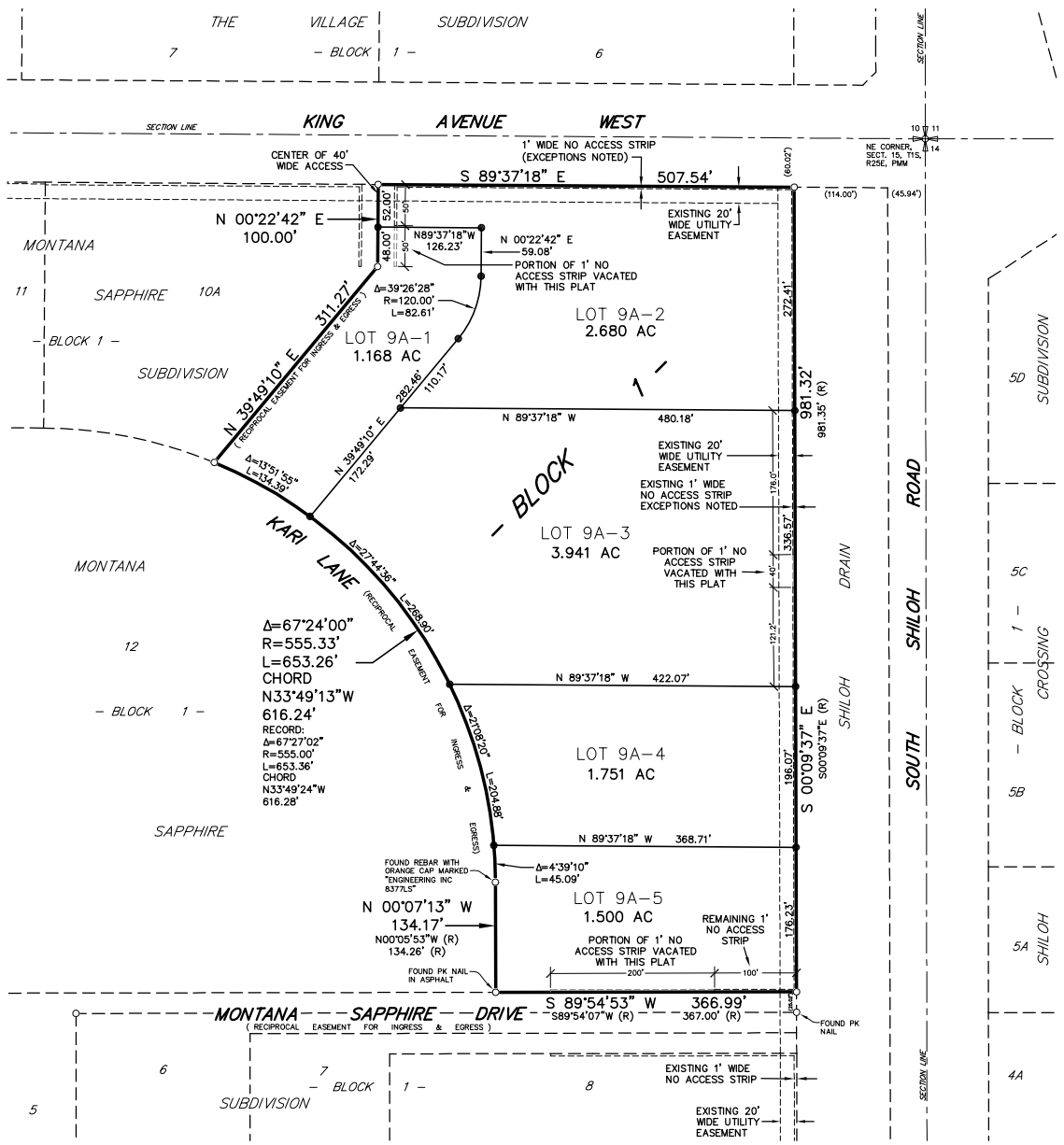
AMENDED PLAT OF LOT 9A OF AMENDED PLAT OF LOTS 9 & 10, BLOCK 1,

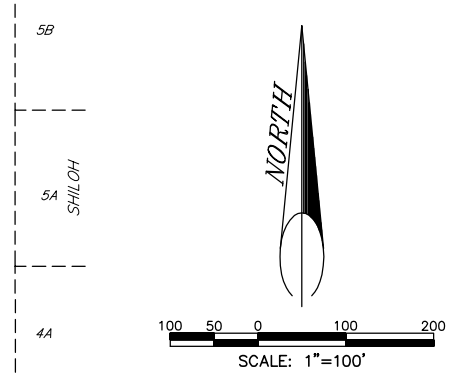
MONTANA SAPPHIRE SUBDIVISION,

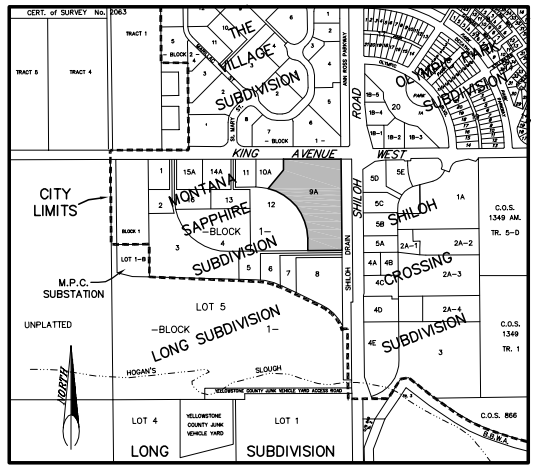
SITUATED IN THE NE1/4 OF SECTION 15, T. 1 S., R. 25 E., P.M.M.,
IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : RIMROCK II, LLC. JULY, 2011

PREPARED BY : SANDERSON STEWART BILLINGS, MONTANA







VICINITY MAP
NOT TO SCALE

BASIS OF BEARING: PLAT OF MONTANA SAPPHIRE SUBDIVISION

- ○ FOUND SURVEY MONUMENT, REBAR & CAP MARKED "SANDERSON STEWART", OR AS NOTED
- ● SET 5/8" X 18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART"

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 July, 2011, a survey was performed under his supervision of a tract of land to be known as AMENDED PLAT OF LOT 9A OF AMENDED PLAT OF LOTS 9 & 10, BLOCK 1, MONTANA SAPPHIRE SUBDIVISION, in accordance with the request of the owner thereof and in conformance with the Montana Subdivision and Platting Act; said subdivision, description of boundaries and dimensions being in accordance with the Certificate of Dedication and as shown on the annexed plat; that the monuments found and set are of the character and occupy the positions shown hereon and that the area is 11.045 acres.

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 _____

NOTICE OF APPROVAL

STATE OF MONTANA)
: ss
County of Yellowstone)

This plat has been approved for filing by the Yellowstone County Board of Planning and conforms to the recommendations of this board.

_____ _____
Date President

_____
Executive Secretary

CERTIFICATE OF DEDICATION

STATE OF MONTANA)
: ss
County of Yellowstone)

KNOW ALL MEN BY THESE PRESENTS: That RIMROCK II, LLC., the undersigned owner of the following described tract of land, does hereby certify that it has caused to be surveyed, subdivided and platted into lots, blocks and streets as shown on the annexed plat, said tract being situated in the NE1/4 of Section 15, T. 1 S., R. 25 E., P.M.M., in the City of Billings, Yellowstone County, Montana, said tract being more particularly described as follows, to–wit:

Lot 9A of Amended Plat of Lots 9 & 10, Block 1, Montana Sapphire Subdivision, according to the official plat on file in the Office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 3400745.

There is no park requirement for this non–residential subdivision.

The undersigned hereby grants unto all utility companies, as such are defined and established by Montana Law, and cable television companies, an easement for the location, maintenance, repair and removal of their lines over, under and across the areas designated on the plat as "UTILITY EASEMENT" to have and hold forever. Said tract to be known and designated as AMENDED PLAT OF LOT 9A OF AMENDED PLAT OF LOTS 9 & 10, BLOCK 1, MONTANA SAPPHIRE SUBDIVISION.

RIMROCK II, LLC

By: _____

Title: _____

STATE OF MONTANA)
: ss
County of Yellowstone)

On this _____ day of _____ , 20__ , before me, the undersigned Notary Public for the State of Montana, personally appeared _____ , known to me to be the person who signed the foregoing instrument as _____ of RIMROCK II, 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 and find that said plat conforms with the requirements of the laws of the State of Montana, and that said plat conforms to the adjoining additions and plats of the City of Billings already platted as nearly as circumstances will permit.

_____ _____
Examining Land Surveyor Date

CERTIFICATE OF CITY ENGINEER'S OFFICE

I hereby certify that annexed and foregoing plat conforms with Section 76–4–125(2)(d), M.C.A., for the removal of sanitary restrictions since the plat is inside a master planning area and said lots will be provided with municipal facilities for the supply of water and the disposal of sewage and solid waste.

IN WITNESS WHEREOF, I have executed this CERTIFICATE OF APPROVAL this ____ day of _____, 20__.

_____
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 AMENDED PLAT OF LOT 9A OF AMENDED PLAT OF LOTS 9 & 10, BLOCK 1, MONTANA SAPPHIRE 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 dedication to public use of any and all lands shown on this plat as being dedicated to such use are 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

CONSENT TO PLATTING

Document No. _____

CONSENT TO PLATTING

Document No. _____

SUBDIVISION IMPROVEMENTS AGREEMENT

Document No. _____

RESERVED FOR CLERK AND RECORDER

P:\PROJ_MANAGEMENT\92077_25_MT_Sapphire_Pinnrock_Auto_MP_Plat_PM\CADD\3D\BASE_DWG\9207725FP.dwg, 24:36 PLAT, 8/10/2011 4:38:21 PM, mbertram, 1:2.16832

Regular City Council Meeting
Meeting Date: 09/12/2011
TITLE: Payment of Claims August 5, 2011.
PRESENTED BY: Pat M. Weber, Financial Director
Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

Claims in the amount of $2,786,802.94 have been audited and are presented for your approval for payment. A complete listing of the claims dated August 5, 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
08/05/2011	747361	A-1 LANDSCAPING & NURSERY 2					17,164.12
840-3184-431.93-10		08/02/2011	WO1024 RIMPOINT PARK	2	279884	02/2012	17,164.12
08/05/2011	747362	ACCENT PRINT SHOP 39					3,309.58
571-7141-713.32-10		07/28/2011	INVOICE# 19821	19821	F13201	01/2012	167.00
571-7146-713.32-10		07/28/2011	INVOICE# 19832	19821	F13201	01/2012	3,308.58
150-2150-421.32-10		08/01/2011	INVOICE 19859 DATED 7/28/	19859	F13209	02/2012	72.00
571-7141-713.32-10		08/01/2011	INVOICE# 19821	19821A	F13217	02/2012	167.00-
571-7146-713.32-10		08/01/2011	INVOICE# 19832	19821A	F13217	02/2012	3,308.58-
571-7141-713.32-10		08/01/2011	INVOCE# 19821	19832	F13218	02/2012	167.00
571-7146-713.32-10		08/01/2011	INVOICE# 19832	19832	F13218	02/2012	3,070.58
08/05/2011	747364	ACORN TECHNOLOGIES LLC 821					16,247.64
607-2235-486.35-82		08/04/2011	MISC SERVICES	110804005AU	286478	02/2012	8,123.82
607-2235-486.35-82		08/04/2011	MISC SERVICES	110804005JY	286478	02/2012	8,123.82
08/05/2011	747370	AMERICAN TITLE & ESCROW 159					10,000.00
280-6581-464.72-77		08/03/2011	1ST TIME HOMEBUYER	SEIDLER/POLK	286420	02/2012	10,000.00
08/05/2011	747371	AMERICAN TITLE & ESCROW 159					10,000.00
296-6680-463.72-75		08/03/2011	1ST TIME HB, LORE SMITH	LORE SMITH	286421	02/2012	8,671.00
297-6680-463.72-75		08/03/2011	1ST TIME HB, LORE SMITH	LORE SMITH	286421	02/2012	1,329.00
08/05/2011	747372	AMERICAN TITLE & ESCROW 159					10,000.00
280-6581-464.72-77		08/03/2011	1ST TIME HB, TRAVER	AMANDA TRAVER	286425	02/2012	10,000.00
08/05/2011	747386	BIG SKY LINEN SUPPLY 387					2,516.89
502-7312-602.22-60		08/04/2011	MISC SERVICES	JULY 2011	286353	02/2012	346.31
502-7314-602.22-60		08/04/2011	MISC SERVICES	JULY 2011	286353	02/2012	53.11
502-7400-603.22-60		08/04/2011	MISC SERVICES	JULY 2011	286353	02/2012	664.46
502-7500-609.22-60		08/04/2011	MISC SERVICES	JULY 2011	286353	02/2012	528.80
512-8314-622.22-60		08/04/2011	MISC SERVICES	JULY 2011	286353	02/2012	17.62
512-8400-623.22-60		08/04/2011	MISC SERVICES	JULY 2011	286353	02/2012	553.97
512-8500-625.22-60		08/04/2011	MISC SERVICES	JULY 2011	286353	02/2012	352.62
08/05/2011	747406	BUSINESS TAX SECTION 2449					11,848.82
840-3184-431.93-10		08/02/2011	WO1024 RIMPOINT PARK	2	279885	02/2012	173.37
205-3131-433.93-10		08/02/2011	WO1102 2011 MISC DEVELOP	2	283739	02/2012	398.88
439-3165-431.93-11		08/02/2011	WO1102 2011 MISC DEVELOP	2	283739	02/2012	272.52
840-3184-431.93-10		08/02/2011	WO1102 2011 MISC DEVELOP	2	283739	02/2012	261.86
414-1519-493.93-90		08/04/2011	PRIOR YEAR ENCUMBRANCES	2	284515	02/2012	542.27
405-7125-711.96-93		08/04/2011	MISC SERVICES	284934-2	284934	02/2012	3,969.94
405-7125-711.96-93		08/04/2011	MISC SERVICES	284934-2	284934	02/2012	5,719.99
405-7125-711.96-94		08/04/2011	MISC SERVICES	284934-2	284934	02/2012	208.94
405-7125-711.96-94		08/04/2011	MISC SERVICES	284934-2	284934	02/2012	301.05
08/05/2011	747411	CASSIDIAN COMMUNICATIONS INC 21831					871,000.00
225-2232-422.94-90		08/02/2011	MISC SERVICES	FY12PAYMENT	286250	02/2012	168,364.00
607-2235-486.94-50		08/02/2011	MISC SERVICES	FY12PAYMENT	286250	02/2012	702,636.00

CHECK DATE	CHECK NUMBER	VENDOR NAME / VENDOR #	DESCRIPTION	INVOICE	PO #	PER/YEAR	CHECK AMOUNT / TRN AMOUNT
ACCOUNT #	TRN DATE						
607-2235-486.94-50	08/03/2011		MISC SERVICES	RADIOS	286413	02/2012	702,636.00
225-2232-422.94-90	08/03/2011		MISC SERVICES	911 SYSTEM	286413	02/2012	168,364.00
225-2232-422.94-90	08/03/2011		MISC SERVICES	CORRECTION	286414	02/2012	168,364.00-
607-2235-486.94-50	08/03/2011		MISC SERVICES	CORRECTION	286414	02/2012	702,636.00-
08/05/2011	747412	CHICAGO TITLE INSURANCE CO	754				15,000.00
280-6581-464.72-77	08/03/2011		1ST TIME HB, WARREN	TERESA WARREN	286422	02/2012	8,711.00
289-6581-464.72-77	08/03/2011		1ST TIME HB, WARREN	TERESA WARREN	286422	02/2012	6,289.00
08/05/2011	747418	COUNTY WATER DISTRICT OF	881				26,982.76
150-2221-422.34-20	08/01/2011		FIRE6:WATER/138,450 GALS	16118-00 11-07	285699	02/2012	379.79
805-1570-425.53-50	08/02/2011		MISC SERVICES	1478	286331	02/2012	19,719.36
10-5112-452.34-20	08/03/2011		WATER CHARGES	JULY11 CW	286307	02/2012	2,944.23
872-5198-452.34-20	08/03/2011		WATER CHARGES	JULY11 CW	286307	02/2012	752.80
872-5198-452.34-20	08/03/2011		WATER CHARGES	JULY11 CW	286307	02/2012	361.51
872-5198-452.34-20	08/03/2011		WATER CHARGES	JULY11 CW	286307	02/2012	822.88
872-5198-452.36-50	08/03/2011		WATER CHARGES	JULY11 CW	286307	02/2012	778.98
872-5198-452.36-50	08/03/2011		WATER CHARGES	JULY11 CW	286307	02/2012	919.18
512-8500-625.34-20	08/04/2011		MISC SERVICES	1603500 JUL11	286406	02/2012	304.03
08/05/2011	747421	CTA ARCHITECTS	920				3,546.24
234-1340-465.72-91	07/29/2011		MISC SERVICES	90211	286220	01/2012	2,495.38
414-1519-493.93-90	06/30/2011		PRIOR YEAR ENCUMBRANCES	90020	278908	13/2011	1,050.86
08/05/2011	747430	DIXIE PETRO-CHEM	1055				4,784.00
502-0000-141.00-00	07/29/2011		WATER PARTS AND SUPPLIES	7270023911		01/2012	2,392.00
502-0000-141.00-00	07/29/2011		WATER PARTS AND SUPPLIES	7270024511		01/2012	2,392.00
08/05/2011	747432	DUSTBUSTERS	15309				12,893.88
211-3132-433.45-30	07/29/2011		ROAD AND HIGHWAY MATERIAL	32148	286166	01/2012	12,893.88
08/05/2011	747434	EBMS	20398				64,593.96
627-1752-417.35-12	07/29/2011			ADMIN FEES		02/2012	16,184.50
627-1752-417.35-15	07/29/2011			SPECIFIC PREM		02/2012	34,529.81
627-1752-417.51-61	07/29/2011			CARE LINK FEE		02/2012	6,999.90
627-1752-417.35-11	07/29/2011			FLEX ADMIN FEE		02/2012	2,075.00
627-1752-417.35-15	07/29/2011			PRO FEE		02/2012	3,335.50
627-1752-417.35-13	07/29/2011			SCRIPTS		02/2012	1,356.75
10-1750-417.21-10	07/29/2011		MISC SERVICES	42028	286231	01/2012	112.50
08/05/2011	747439	EVERGREEN PAINT INC	21810				3,707.00
150-2112-421.35-90	06/30/2011		MISC SERVICES	1185 & 1203	286334	13/2011	3,707.00
08/05/2011	747447	FIRST MONTANA TITLE CO	1304				15,000.00
280-6581-464.72-77	08/03/2011		1ST TIME HB, EDWARDS	MARTHA EDWARDS	286427	02/2012	15,000.00
08/05/2011	747448	FIRST MONTANA TITLE CO	1304				10,000.00
280-6581-464.72-77	08/03/2011		1ST TIME HB, PUTMAN	CASSIDY PUTMAN	286428	02/2012	10,000.00
08/05/2011	747449	FISHER SAND & GRAVEL CO	14596				8,932.25
502-0000-141.00-00	08/02/2011		SYSTEMS	86822		02/2012	8,932.25

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION		INVOICE	PO #	PER/YEAR	TRN AMOUNT
08/05/2011	747451	GALLAGHER BENEFIT SERVICES INC	15815				34,375.00
627-1752-417.35-60	07/29/2011	MISC SERVICES		8406	286223	01/2012	23,875.00
627-1752-417.35-60	08/02/2011	MISC SERVICES		8764	286329	02/2012	10,500.00
08/05/2011	747456	GILLIG CORPORATION	18154				8,105.86
601-0000-141.71-41	08/02/2011	MP		4734560		02/2012	7,544.72
571-7144-713.23-20	08/02/2011	MP		4736216	286264	02/2012	280.25
571-7144-713.23-20	08/02/2011	MP		4736216	286264	02/2012	189.78
571-7144-713.23-20	08/02/2011	MP		4738542	286312	02/2012	91.11
08/05/2011	747472	INNOPRISE	21811				90,000.00
10-1512-415.35-53	08/02/2011	MISC SERVICES		6385	286324	02/2012	38,399.00
10-1750-417.35-53	08/02/2011	MISC SERVICES		6385	286324	02/2012	7,301.00
10-4321-419.35-53	08/02/2011	MISC SERVICES		6385	286324	02/2012	2,194.00
209-4451-428.35-53	08/02/2011	MISC SERVICES		6385	286324	02/2012	7,379.00
240-4301-419.35-53	08/02/2011	MISC SERVICES		6385	286324	02/2012	5,527.00
502-7311-602.35-53	08/02/2011	MISC SERVICES		6385	286324	02/2012	10,466.00
512-8311-622.35-53	08/02/2011	MISC SERVICES		6385	286324	02/2012	10,466.00
601-1550-481.35-53	08/02/2011	MISC SERVICES		6385	286324	02/2012	8,268.00
08/05/2011	747473	INTERSTATE POWERSYSTEMS	17926				3,344.24
502-0000-141.00-00	07/29/2011	WASTEWATER PARTS & SUPPLY		00802062301		01/2012	411.44
150-2226-422.23-20	06/30/2011	MP		R007014966.01-A	286313	13/2011	2,932.80
08/05/2011	747474	J & J CONCRETE	15244				92,391.84
205-3131-433.93-10	08/02/2011	WO1102 2011 MISC DEVELOP		2	283738	02/2012	39,488.06
439-3165-431.93-11	08/02/2011	WO1102 2011 MISC DEVELOP		2	283738	02/2012	26,979.55
840-3184-431.93-10	08/02/2011	WO1102 2011 MISC DEVELOP		2	283738	02/2012	25,924.23
08/05/2011	747479	JIMS ELECTRIC SERVICE	1906				3,789.00
512-8500-625.23-60	08/04/2011	MISC SERVICES		1561	286374	02/2012	3,789.00
08/05/2011	747485	JTL GROUP INC DBA KNIFE RIVER	2417				5,128.16
211-3132-433.45-20	07/29/2011	ROAD/HIGHWAY MATERIAL		250619	286164	01/2012	32.76
211-3132-433.47-10	07/29/2011	ROAD AND HIGHWAY MATERIAL		250642	286164	01/2012	2,549.96
211-3132-433.45-20	07/29/2011	ROAD/HIGHWAY MATERIAL		250708	286164	01/2012	25.35
211-3132-433.45-20	07/29/2011	ROAD/HIGHWAY MATERIAL		250772	286164	01/2012	30.66
211-3132-433.47-10	07/29/2011	ROAD AND HIGHWAY MATERIAL		250796	286164	01/2012	1,959.02
502-7500-609.45-20	08/04/2011	MISC SERVICES		250707	286366	02/2012	530.41
08/05/2011	747492	L P ANDERSON TIRE CO	173				4,396.00
512-8500-625.23-90	07/29/2011	NONSTOCKING ITEMS-P.U.D.		102078	285560	01/2012	2,740.00
502-7312-602.23-90	07/29/2011	NONSTOCKING ITEMS-P.U.D.		102305	286112	01/2012	1,060.00
502-7400-603.23-90	07/29/2011	NONSTOCKING ITEMS-P.U.D.		102305	286112	01/2012	496.00
502-7500-609.23-90	07/29/2011	NONSTOCKING ITEMS-P.U.D.		102305	286112	01/2012	35.00
512-8500-625.23-90	07/29/2011	NONSTOCKING ITEMS-P.U.D.		102305	286112	01/2012	35.00
512-8400-623.23-90	08/03/2011	NONSTOCKING ITEMS-P.U.D.		101642	286315	02/2012	30.00
08/05/2011	747516	MORRISON MAIERLE INC	2572				43,173.52
405-7125-711.96-93	08/04/2011	MISC SERVICES		110924/25	282106	02/2012	24,666.28

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE		PO #	PER/YEAR	TRN AMOUNT
405-7125-711.96-93	08/04/2011	MISC SERVICES	110924/25		282106	02/2012	16,348.56
405-7125-711.96-94	08/04/2011	MISC SERVICES	110924/25		282106	02/2012	1,298.23
405-7125-711.96-94	08/04/2011	MISC SERVICES	110924/25		282106	02/2012	860.45
08/05/2011	747532	NORTHWESTERN ENERGY	15771				56,266.87
561-7112-711.34-10	08/02/2011	0100482-9	080211		F13220	02/2012	27,648.44
150-2221-422.34-10	08/03/2011	FIRE6:ELEC/JUL11/3260 KWH	0100477-9	11-07	285707	02/2012	438.05
10-5127-451.34-10	08/03/2011	ELETRIC CHARGES	0100506-5	JULY	286295	02/2012	1,515.71
150-2221-422.34-10	08/04/2011	NW FIRE	07125321			02/2012	21.82
561-7113-711.34-10	08/04/2011	NW AVIATION/TRAN	07125339			02/2012	104.28
561-7113-711.34-10	08/04/2011	NW AVIATION/TRAN	07125347			02/2012	15.36
561-7113-711.34-10	08/04/2011	NW AVIATION/TRAN	07125354			02/2012	222.40
10-5141-436.34-10	08/04/2011	NW PARK/REC/PL	07125388			02/2012	745.79
10-5141-436.34-10	08/04/2011	NW PARK/REC/PL	07125396			02/2012	77.05
561-7113-711.34-10	08/04/2011	NW AVIATION/TRAN	07127913			02/2012	15.45
561-7113-711.34-10	08/04/2011	NW AVIATION/TRAN	07127954			02/2012	15.35
561-7113-711.34-10	08/04/2011	NW AVIATION/TRAN	07127970			02/2012	12.25
561-7117-711.34-10	08/04/2011	NW AVIATION/TRAN	07128051			02/2012	9.30
561-7113-711.34-10	08/04/2011	NW AVIATION/TRAN	07128135			02/2012	7.30
561-7113-711.34-10	08/04/2011	NW AVIATION/TRAN	07195431			02/2012	2,180.03
561-7113-711.34-10	08/04/2011	NW AVIATION/TRAN	07197593			02/2012	14.59
561-7113-711.34-10	08/04/2011	NW AVIATION/TRAN	07197601			02/2012	21.49
561-7113-711.34-10	08/04/2011	NW AVIATION/TRAN	07197619			02/2012	21.81
561-7113-711.34-10	08/04/2011	NW AVIATION/TRAN	07197627			02/2012	13.66
561-7113-711.34-10	08/04/2011	NW AVIATION/TRAN	07202963			02/2012	16.61
502-7400-603.34-10	08/04/2011	NW PUD-WATER TREAT	07222490			02/2012	10.44
10-5112-452.34-10	08/04/2011	NW PARK/REC/PL	07222532			02/2012	7.30
10-5112-452.34-10	08/04/2011	NW PARK/REC/PL	07222565			02/2012	202.73
10-5112-452.34-10	08/04/2011	NW PARK/REC/PL	07222581			02/2012	9.26
10-5112-452.34-10	08/04/2011	NW PARK/REC/PL	07222599			02/2012	15.48
502-7400-603.34-10	08/04/2011	NW PUD-WATER TREAT	07222706			02/2012	5,068.51
10-5112-452.34-10	08/04/2011	NW PARK/REC/PL 50%	07222722	60%		02/2012	9.06
872-5198-452.34-10	08/04/2011	NW PARK/REC/PL 50%	07222722	40%		02/2012	6.05
10-5112-452.34-10	08/04/2011	NW PARK/REC/PL	07222730			02/2012	28.47
10-5112-452.34-10	08/04/2011	NW PARK/REC/PL	07222748			02/2012	11.98
10-5112-452.34-10	08/04/2011	NW PARK/REC/PL	07222755			02/2012	100.25
10-5112-452.34-10	08/04/2011	NW PARK/REC/PL	07222771			02/2012	36.22
10-5112-452.34-10	08/04/2011	NW PARK/REC/PL	07222789			02/2012	30.13
10-5112-452.34-10	08/04/2011	NW PARK/REC/PL	07222797			02/2012	15.36
10-5112-452.34-10	08/04/2011	NW PARK/REC/PL	07222805			02/2012	7.30
10-5112-452.34-10	08/04/2011	NW PARK/REC/PL	07222813			02/2012	7.30
10-5112-452.34-10	08/04/2011	NW PARK/REC/PL	07222839			02/2012	7.30
10-5112-452.34-10	08/04/2011	NW PARK/REC/PL	07222847			02/2012	7.30
10-5112-452.34-10	08/04/2011	NW PARK/REC/PL	07228083			02/2012	15.36
10-5112-452.34-10	08/04/2011	NW PARK/REC/PL	07228521			02/2012	10.27
10-5112-452.34-10	08/04/2011	NW PARK/REC/PL	07228620			02/2012	9.26
10-5112-452.34-10	08/04/2011	NW PARK/REC/PL	07229016			02/2012	189.20
10-5112-452.34-10	08/04/2011	NW PARK/REC/PL	07229768			02/2012	8.78
10-5112-452.34-10	08/04/2011	NW PARK/REC/PL	07229958			02/2012	124.09
10-5112-452.34-10	08/04/2011	NW PARK/REC/PL	07230055			02/2012	77.90

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
10-5112-452.34-10	08/04/2011	NW PARK/REC/PL	07230253		02/2012	7.30
10-5112-452.34-10	08/04/2011	NW PARK/REC/PL	07230394		02/2012	25.26
10-5112-452.34-10	08/04/2011	NW PARK/REC/PL	07230469		02/2012	7.30
10-5112-452.34-10	08/04/2011	NW PARK/REC/PL	07230493		02/2012	12.18
10-5112-452.34-10	08/04/2011	NW PARK/REC/PL	07230535		02/2012	27.88
10-5112-452.34-10	08/04/2011	NW PARK/REC/PL	07230642		02/2012	17.69
10-5112-452.34-10	08/04/2011	NW PARK/REC/PL	07230659		02/2012	17.69
512-8500-625.34-10	08/04/2011	NW Parks	07233836		02/2012	71.59
872-5198-452.34-10	08/04/2011	NW PARK/REC/PL	07233844		02/2012	7.30
872-5198-452.34-10	08/04/2011	NW PARK/REC/PL	07233851		02/2012	8.92
872-5198-452.34-10	08/04/2011	NW PARK/REC/PL	07233869		02/2012	8.92
872-5198-452.34-10	08/04/2011	NW PARK/REC/PL	07233877		02/2012	8.92
872-5198-452.34-10	08/04/2011	NW PARK/REC/PL	07233885		02/2012	8.92
10-5112-452.34-10	08/04/2011	NW PARK/REC/PL	07233919	60%	02/2012	5.21
872-5198-452.34-10	08/04/2011	NW PARK/REC/PL	07233919	40%	02/2012	3.46
872-5198-452.34-10	08/04/2011	NW PARK/REC/PL	07233927		02/2012	8.92
872-5198-452.34-10	08/04/2011	NW PARK/REC/PL	07233935		02/2012	8.03
872-5198-452.34-10	08/04/2011	NW PARK/REC/PL	07233943		02/2012	7.30
872-5198-452.34-10	08/04/2011	NW PARK/REC/PL	07233950		02/2012	7.30
872-5198-452.34-10	08/04/2011	NW PARK/REC/PL	07233968		02/2012	7.30
872-5198-452.34-10	08/04/2011	NW PARK/REC/PL	07233976		02/2012	7.30
872-5198-452.34-10	08/04/2011	NW PARK/REC/PL	07233984		02/2012	7.30
512-8500-625.34-10	08/04/2011	NW PUD-WASTE WATER	07234040		02/2012	1,042.94
872-5198-452.34-10	08/04/2011	NW PARK/REC/PL	07238355		02/2012	7.30
872-5198-452.34-10	08/04/2011	NW PARK/REC/PL	07238363		02/2012	9.26
872-5198-452.34-10	08/04/2011	NW PARK/REC/PL	07238405		02/2012	7.30
512-8500-625.34-10	08/04/2011	NW PUD-WASTE WATER	07238785		02/2012	415.70
872-5198-452.34-10	08/04/2011	NW PARK/REC/PL	07238793		02/2012	227.84
872-5198-452.34-10	08/04/2011	NW PARK/REC/PL	07238835		02/2012	8.15
10-5112-452.34-10	08/04/2011	NW PARK/REC/PL	07238843		02/2012	98.47
872-5198-452.34-10	08/04/2011	NW PARK/REC/PL	07238850		02/2012	8.14
10-5112-452.34-10	08/04/2011	NW PARK/REC/PL	07238876		02/2012	17.68
872-5198-452.34-10	08/04/2011	NW PARK/REC/PL	08814550		02/2012	8.36
10-5112-452.34-10	08/04/2011	PARKS	09789173		02/2012	8.36
607-2235-486.34-10	08/04/2011	NW FIRE	10069151		02/2012	224.18
872-5198-452.34-10	08/04/2011	NW PARK/REC/PL	10458206		02/2012	7.71
10-5112-452.34-10	08/04/2011	NW Parks	11412848		02/2012	188.90
10-5112-452.34-10	08/04/2011	NW Parks	11607801		02/2012	827.32
150-2171-441.34-10	08/04/2011	NW	11834835		02/2012	1,582.35
10-5112-452.34-10	08/04/2011	NW	12300661		02/2012	10.38
10-5112-452.34-10	08/04/2011	NW	12422226		02/2012	7.82
10-5112-452.34-10	08/04/2011	NW	14093942		02/2012	1.06
521-1524-493.34-10	08/04/2011	PARKING-LINC CEN LOT POLE	15696313		02/2012	35.96
10-5141-436.34-10	08/04/2011	CEMETERY	16352890		02/2012	15.46
10-5126-451.34-10	08/04/2011	NW PARK/REC/PL	07208416		02/2012	1,235.10
10-5112-452.34-10	08/04/2011	NW PARK/REC/PL	07931348		02/2012	214.33
872-5198-452.34-10	08/04/2011	NW PARK/REC/PL	09718248		02/2012	.77
10-5112-452.34-10	08/04/2011	NW Parks	11565272		02/2012	22.13
502-7400-603.34-10	08/04/2011	NW Pud	11608072		02/2012	41.59
10-5112-452.34-10	08/04/2011	NW	12488631		02/2012	89.87

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
872-5198-452.34-10	08/04/2011	NW	13127071		02/2012	.66	
502-7400-603.34-10	08/04/2011	NW	13466735		02/2012	52.87	
872-5198-452.34-10	08/04/2011	NW	15143886		02/2012	8.47	
872-5198-452.34-10	08/04/2011	PARKS	15642093		02/2012	8.03	
10-5112-452.34-10	08/04/2011	SOUTH PARK CONCESSION	15882624		02/2012	7.30	
10-5112-452.34-10	08/04/2011	PARKS 1	16926669		02/2012	38.39	
512-8500-625.34-10	08/04/2011	SEWER LIFTSTATION C	17040254		02/2012	10.56	
512-8500-625.34-10	08/04/2011	WWTP	17040304		02/2012	36.44	
211-3132-433.34-10	08/04/2011	STREETS/TRAFFIC	17389891		02/2012	12.26	
211-3132-433.34-10	08/04/2011	STREETS/TRAFFIC	17978289		02/2012	5.15	
10-5112-452.34-10	08/04/2011	SKATEPARK RSTRM	19412436		02/2012	13.12	
502-7400-603.34-10	08/04/2011	MISC SERVICES	01005404 JUL11	286362	02/2012	5,142.58	
502-7400-603.34-10	08/04/2011	MISC SERVICES	01005404 JUL11	286362	02/2012	5,142.58	
08/05/2011 747544	PETERSON OFFICE FURNITURE	17144					4,703.97
150-2112-421.21-20	06/30/2011	MISC SERVICES	144934	284916	13/2011	2,805.53	
251-2187-421.21-90	06/30/2011	MISC SERVICES	144934	284916	13/2011	607.77	
150-2112-421.21-20	06/30/2011	MISC SERVICES	144921	284917	13/2011	912.54	
150-2112-421.21-20	06/30/2011	MISC SERVICES	144924	285163	13/2011	378.13	
08/05/2011 747550	PUBLIC UTILITIES	5022					62,393.29
872-5198-452.34-20	08/04/2011	2445 WESTFIELD DR.	675778356		02/2012	172.33	
872-5198-452.34-20	08/04/2011	2700 COUNTRY LN SP/IR	676233865		02/2012	256.78	
872-5198-452.34-20	08/04/2011	HARVEST PARK-3600 GRANGER	676393901		02/2012	2,666.25	
872-5198-452.34-20	08/04/2011	HARVEST PARK-3200 CANYON	676413853		02/2012	3,727.88	
872-5198-452.34-20	08/04/2011	HARVEST PARK-3294 HENESTA	676433910		02/2012	9,781.41	
872-5198-452.34-20	08/04/2011	HARVEST PARK-710 S. 32 W.	676454062		02/2012	939.36	
872-5198-452.34-20	08/04/2011	OLYMPIC PK-3675 MARATHON	676473935		02/2012	8,768.03	
872-5198-452.34-20	08/04/2011	OLYMPIC PK-701 DECATHLON	676497694		02/2012	5,245.34	
872-5198-452.34-20	08/04/2011	PARKLAND WEST-3920 MONAD	676513943		02/2012	3,780.25	
872-5198-452.34-20	08/04/2011	OLYMPIC PK-3914 DECATHLON	676533868		02/2012	302.62	
872-5198-452.34-20	08/04/2011	OLYMPIC PK-531 S 38 WEST	676554066		02/2012	166.37	
872-5198-452.34-20	08/04/2011	OLYMPIC PK-3748 OLYMPIC B	676574011		02/2012	1,242.70	
872-5198-452.34-20	08/04/2011	OLYMPIC PK-3747 OLYMPIC B	676594010		02/2012	539.07	
872-5198-452.34-20	08/04/2011	OLYMPIC PK-3890 STILLWTER	676614077		02/2012	518.64	
872-5198-452.34-20	08/04/2011	HIGH SIERRA PK-2000 WICKS	676654097		02/2012	3,110.88	
872-5198-452.34-20	08/04/2011	PARKLAND WEST-380 S 36 W.	676754063		02/2012	2,135.43	
561-7110-711.34-20	08/04/2011	1901 AIRPORT TERM CIR	68407759		02/2012	9,814.61	
872-5198-452.34-20	08/04/2011	1760 COUNTRY MANOR BLVD.	8992912649100		02/2012	2,187.81	
872-5198-452.34-20	08/04/2011	4002 PARKHILL DR	899739343		02/2012	305.03	
872-5198-452.34-20	08/04/2011	255 ENERGY BLVD.	904059154		02/2012	1,266.82	
872-5198-452.34-20	08/04/2011	1515 38TH ST WEST	10697714654		02/2012	1,320.82	
872-5198-452.34-20	08/04/2011	4550 RANGVIEW DR	1142018810		02/2012	2,766.88	
872-5198-452.34-20	08/04/2011	4430 HI-LINE DR	11460717358		02/2012	60.21	
872-5198-452.34-20	08/04/2011	4430 HI-LINE DR	12051919090		02/2012	856.65	
872-5198-452.34-20	08/04/2011	210 S 36 ST W	13264320441		02/2012	350.88	
512-8500-625.34-20	08/04/2011	2229 BLUE CREEK RD	13670319854		02/2012	11.49	
10-5112-452.34-20	08/04/2011	PUBLIC UTILITIES - WATER	675614107		02/2012	98.75	
08/05/2011 747556	RIVERSIDE SAND & GRAVEL INC	19447					1,009,792.40
405-7125-711.96-93	08/04/2011	MISC SERVICES	584931-2	284931	02/2012	393,023.62	

CHECK DATE	CHECK NUMBER	VENDOR NAME / VENDOR #	DESCRIPTION	INVOICE	PO #	PER/YEAR	CHECK AMOUNT / TRN AMOUNT
405-7125-711.96-93		08/04/2011	MISC SERVICES	584931-2	284931	02/2012	566,279.16
405-7125-711.96-94		08/04/2011	MISC SERVICES	584931-2	284931	02/2012	20,685.45
405-7125-711.96-94		08/04/2011	MISC SERVICES	584931-2	284931	02/2012	29,804.17
08/05/2011	747566	SPECTRUM GROUP ARCHITECTS	15500				4,073.56
650-1567-487.36-60		07/29/2011	MISC SERVICES	2011-0287	286225	01/2012	3,225.98
650-1567-487.36-60		07/29/2011	MISC SERVICES	2011-0288	286225	01/2012	847.58
08/05/2011	747574	STEWART TITLE OF BILLINGS	17985				15,000.00
297-6680-463.72-75		08/03/2011	1ST TIME HB, BRANDT	DESIRE BRANDT	286424	02/2012	15,000.00
08/05/2011	747590	TOWN & COUNTRY SUPPLY ASSOCIAT	18295				74,484.65
601-0000-141.00-00		07/29/2011	MP	76448		01/2012	13,077.12
601-0000-141.00-00		07/29/2011	MP	76449		01/2012	5,607.54
601-0000-141.71-41		08/02/2011	MP	85763		02/2012	6,951.40
601-0000-141.00-00		08/02/2011	MP	85761		02/2012	18,738.60
601-0000-141.00-00		08/02/2011	MP	85762		02/2012	13,902.80
561-7118-711.23-13		08/01/2011	INVOICE #76530	76530	F13205	02/2012	16,207.19
08/05/2011	747591	TRACTOR & EQUIPMENT	3775				13,907.46
541-3122-435.23-20		08/01/2011	MP	BLW00124298	286256	02/2012	340.93
541-3123-435.23-20		08/03/2011	MP	BLW00124120	286419	02/2012	10,620.17
541-3122-435.23-20		08/03/2011	MP	BLW00124122	286419	02/2012	2,523.36
502-7400-603.53-33		08/04/2011	MISC SERVICES	41006049	286377	02/2012	423.00
08/05/2011	747598	UNDERRINER MOTORS	15995				30,600.00
717-2166-421.22-90		08/01/2011	MISC SERVICES	274	286260	02/2012	30,600.00
08/05/2011	747612	YELLOWSTONE COUNTY FINANCE DPT	16736				16,316.00
150-2111-421.35-90		07/27/2011	MISC SERVICES	PRISONER	286149	01/2012	15,120.00
150-2111-421.35-90		08/01/2011	MISC SERVICES	REVERSING	286202	02/2012	15,120.00-
150-2111-421.35-90		06/30/2011	MISC SERVICES	PRISONER	286237	13/2011	15,671.17
521-0000-229.15-31		08/04/2011		JULY 2011		01/2012	644.83
08/05/2011	747615	YWCA	4183				2,719.52
295-6528-463.72-75		07/14/2011	CDBG REIMBURSMT REQ 5	CDBG REQUEST 5	285753	01/2012	2,719.52

DATE RANGE TOTAL * 2,692,488.48 *

Consent 1. P. 2.

Regular City Council Meeting
Meeting Date: 09/12/2011
TITLE: Payment of Claims August 12, 2011.
PRESENTED BY: Pat M. Weber, Financial Director
Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

Claims in the amount of $1,906,873.34 have been audited and are presented for your approval for payment. A complete listing of the claims dated August 12, 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 #	ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	CHECK AMOUNT / TRN AMOUNT
08/12/2011	747618	A & I DISTRIBUTORS 16							5,418.28
			571-7143-713.24-50	07/21/2011	MISC SERVICES	2064871	285258	01/2012	90.50
			571-7144-713.23-20	07/26/2011	MP	2063220	285258	01/2012	672.47
			601-0000-141.00-00	08/02/2011	MP	2064719		02/2012	2,152.48
			601-0000-141.00-00	08/02/2011	MP	2069059		02/2012	1,686.19
			601-0000-141.00-00	08/02/2011	MP	2069059		02/2012	147.24
			601-1553-481.26-50	08/02/2011	MP	2064719	285258	02/2012	.22
			541-3122-435.23-20	08/02/2011	MP	2067811	285258	02/2012	672.47
			601-1553-481.26-50	08/02/2011	MP	2069059	285258	02/2012	3.29-
08/12/2011	747620	ACCENT AIR CONDITIONING 11940							3,874.50
			561-7113-711.36-60	08/08/2011	INVOICE #11-3380	11-3380/82/91	F13240	02/2012	2,133.00
			561-7113-711.36-60	08/08/2011	INVOICE #11-3382	11-3380/82/91	F13240	02/2012	243.00
			561-7113-711.36-60	08/08/2011	INVOICE #11-3391	11-3380/82/91	F13240	02/2012	751.50
			561-7112-711.24-50	08/08/2011	INVOICE #11-3387	11-3387	F13251	02/2012	747.00
08/12/2011	747624	ACTIVE TRANSPORTATION ALTERNAT 20644							5,667.00
			240-4301-419.35-60	08/03/2011	ALT MODES JULY 2011	ALT MODES 7-11	286352	02/2012	5,667.00
08/12/2011	747627	AMERICAN TITLE & ESCROW 159							10,000.00
			280-6581-464.72-77	08/05/2011	NIENHUIS, 1007 LEWIS AVE	1ST TIME HB	286489	02/2012	10,000.00
08/12/2011	747628	AMERICAN TITLE & ESCROW 159							11,315.00
			297-6555-463.72-75	08/10/2011	MCGRATH, 615 4TH ST W.	REHAB LOAN	286568	02/2012	11,315.00
08/12/2011	747629	AMERICAN TITLE & ESCROW 159							25,064.00
			297-6555-463.72-75	08/11/2011	REHAB LOAN, CHALUPA	2432 BROADWATER	286637	02/2012	25,064.00
08/12/2011	747640	ASSOCIATED EMPLOYERS OF MONTAN 13075							3,755.05
			561-7110-711.35-90	08/05/2011	MISC SERVICES	12-53039	286485	02/2012	170.00
			561-7110-711.35-90	08/05/2011	MISC SERVICES	12-53073	286485	02/2012	467.50
			561-7110-711.35-90	08/05/2011	MISC SERVICES	12-53100	286485	02/2012	658.75
			561-7110-711.35-90	08/05/2011	MISC SERVICES	12-53101	286485	02/2012	134.30
			561-7110-711.35-90	08/05/2011	MISC SERVICES	12-53137	286485	02/2012	1,834.30
			561-7110-711.35-90	08/05/2011	MISC SERVICES	12-53157	286485	02/2012	490.20
08/12/2011	747652	BILLINGS GAZETTE 420							5,475.85
			10-1220-412.32-10	08/10/2011	MUNI COURT	JULY 2011		02/2012	1,627.26
			211-3132-433.33-70	08/10/2011	STREETS	JULY 2011		02/2012	270.41
			10-1750-417.33-70	08/10/2011	HR	JULY 2011		02/2012	540.82
			512-8211-621.33-10	08/10/2011	WASTE WATER	JULY 2011		02/2012	473.85
			502-7211-601.33-10	08/10/2011	WATER	JULY 2011		02/2012	744.26
			10-1411-414.31-10	08/10/2011	ONLINE BANNER	JULY 2011		02/2012	565.71
			521-1521-493.33-70	08/10/2011	MAGIC MAGAZINE PARKING	JULY 2011		02/2012	400.00
			541-3122-435.33-70	08/10/2011	SOLID WASTE	JULY 2011		02/2012	853.54
08/12/2011	747653	BILLINGS JUNIOR WOMAN'S CLUB 21287							4,000.00
			260-5511-455.79-30	08/10/2011	BOOKS FOR BABIES - PARMLY	BOOKS F BABIES	F13282	02/2012	4,000.00
08/12/2011	747662	BORDER STATES ELECTRIC 509							17,470.43
			502-0000-141.00-00	07/14/2011	ELECTRICAL FOR WTP & WWTP	902606741		01/2012	310.55

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR		TRN AMOUNT
502-7400-603.23-60	07/14/2011	NONSTOCKING ITEMS-P.U.D.	902589310	285261	01/2012		107.67
512-8500-625.23-60	07/14/2011	NONSTOCKING ITEMS-P.U.D.	902594558	285261	01/2012		159.27
512-8500-625.23-60	07/14/2011	NONSTOCKING ITEMS-P.U.D.	902594558	285261	01/2012		159.27
512-8500-625.23-60	07/14/2011	NONSTOCKING ITEMS-P.U.D.	902594558	285261	01/2012		159.27
512-8500-625.23-60	07/14/2011	NONSTOCKING ITEMS-P.U.D.	902600219	285261	01/2012		274.56
512-8500-625.23-60	07/14/2011	NONSTOCKING ITEMS-P.U.D.	902606728	285261	01/2012		718.38
512-8500-625.23-60	07/14/2011	NONSTOCKING ITEMS-P.U.D.	902612448	285261	01/2012		53.15
512-8400-623.23-60	07/15/2011	NONSTOCKING ITEMS-P.U.D.	902618764	285261	01/2012		71.90
512-8400-623.23-60	07/15/2011	NONSTOCKING ITEMS-P.U.D.	902631132	285261	01/2012		71.97
512-8400-623.23-60	07/19/2011	NONSTOCKING ITEMS-P.U.D.	902619011	285261	01/2012		183.88
512-8500-625.23-60	07/19/2011	NONSTOCKING ITEMS-P.U.D.	902619946	285261	01/2012		1.42
512-8500-625.23-60	07/19/2011	NONSTOCKING ITEMS-P.U.D.	902627814	285261	01/2012		60.85
502-7400-603.23-60	07/19/2011	NONSTOCKING ITEMS-P.U.D.	902631146	285261	01/2012		35.43
512-8400-623.23-60	07/19/2011	NONSTOCKING ITEMS-P.U.D.	902631153	285261	01/2012		1,616.46
502-7400-603.23-60	07/19/2011	NONSTOCKING ITEMS-P.U.D.	902632665	285261	01/2012		156.76
211-3132-433.22-90	07/22/2011	MISC SERVICES	902637636	285261	01/2012		109.86
502-7400-603.23-60	07/25/2011	NONSTOCKING ITEMS-P.U.D.	902638398	285261	01/2012		18.55
502-7400-603.23-60	07/25/2011	NONSTOCKING ITEMS-P.U.D.	902657267	285261	01/2012		18.40
512-8500-625.23-60	07/26/2011	NONSTOCKING ITEMS-P.U.D.	902651093	285261	01/2012		21.90
512-8400-623.23-60	07/26/2011	NONSTOCKING ITEMS-P.U.D.	902664027	285261	01/2012		3,690.00
512-8400-623.23-60	07/26/2011	NONSTOCKING ITEMS-P.U.D.	902664236	285261	01/2012		22.74
502-7400-603.23-60	07/26/2011	NONSTOCKING ITEMS-P.U.D.	902669162	285261	01/2012		134.20
502-0000-141.00-00	07/27/2011	WATER PARTS AND SUPPLIES	902676169		01/2012		289.24
512-8500-625.23-60	07/27/2011	NONSTOCKING ITEMS-P.U.D.	902659250	285261	01/2012		715.14
512-8500-625.23-60	07/27/2011	NONSTOCKING ITEMS-P.U.D.	902675070	285261	01/2012		322.53
211-3132-433.29-20	07/28/2011	MISC SERVICES	902669323	285261	01/2012		33.46
512-8400-623.23-60	07/29/2011	NONSTOCKING ITEMS-P.U.D.	902669938	285261	01/2012		3,370.00
512-8400-623.23-60	07/29/2011	NONSTOCKING ITEMS-P.U.D.	902683438	285261	01/2012		240.55
502-7400-603.23-60	08/01/2011	NONSTOCKING ITEMS-P.U.D.	902675102	285261	02/2012		32.56
502-7400-603.23-60	08/01/2011	NONSTOCKING ITEMS-P.U.D.	902681828	285261	02/2012		201.87
502-7400-603.23-60	08/01/2011	NONSTOCKING ITEMS-P.U.D.	902689284	285261	02/2012		24.13
502-7400-603.23-60	08/01/2011	NONSTOCKING ITEMS-P.U.D.	902695356	285261	02/2012		49.74
512-8500-625.23-60	08/01/2011	NONSTOCKING ITEMS-P.U.D.	902695718	285261	02/2012		2.84
512-8400-623.23-60	08/04/2011	NONSTOCKING ITEMS-P.U.D.	902579053	285261	02/2012		1,875.00
512-8400-623.23-60	08/04/2011	NONSTOCKING ITEMS-P.U.D.	902579054	285261	02/2012		21.53
512-8400-623.23-60	08/04/2011	NONSTOCKING ITEMS-P.U.D.	902595222	285261	02/2012		1,746.00
512-8400-623.23-60	08/04/2011	NONSTOCKING ITEMS-P.U.D.	902595232	285261	02/2012		15.99
512-8400-623.23-60	08/04/2011	NONSTOCKING ITEMS-P.U.D.	902652604	285261	02/2012		46.73
512-8400-623.23-60	08/04/2011	NONSTOCKING ITEMS-P.U.D.	902671406	285261	02/2012		326.68
08/12/2011 747666	BROADWAY PROPERTY MANAGEMENT	15506					2,614.07
251-2187-421.35-60	08/11/2011	RENT FOR JULY & AUG 2011	JULY&AUG 2011	286645	02/2012		2,614.07
08/12/2011 747672	CHRISTIAN BALL	21862					5,000.00
150-2221-422.35-90	08/10/2011	ANNUAL STIPEND/2011-2012	12 MED DIRECTOR	286631	02/2012		5,000.00
08/12/2011 747673	CMG CONSTRUCTION, INC.	17342					34,228.87
435-0000-201.10-00	08/11/2011	WO0412 ALKALI CREEK RD	RET RELEASE	274580	02/2012		2,573.36
845-0000-201.10-00	08/11/2011	WO0412 ALKALI CREEK RD	RET RELEASE	274580	02/2012		205.81
845-0000-201.10-00	08/11/2011	WO0412 ALKALI CREEK RD	RET RELEASE	274580	02/2012		3,434.84

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			845-0000-201.10-00	08/11/2011	WO0412 ALKALI CREEK RD	RET RELEASE	274580	02/2012	28,014.86	
08/12/2011	747686	DEPT OF JUSTICE DCI 17163								2,637.18
			251-2187-421.38-22	06/30/2011	2010 ICAC QTR END 6/30/11	ICAC REIMBURSE	286247	13/2011	2,637.18	
08/12/2011	747689	DNA LABS INTERNATIONAL 19394								4,985.00
			150-2120-421.79-10	08/10/2011	INVOICE 11-1823 DATED 8/4	11-1823	F13255	02/2012	4,985.00	
08/12/2011	747693	DOWNTOWN BILLINGS PARTNERSHIP 13457								6,512.28
			203-1513-466.35-47	08/11/2011	MISC SERVICES	EMPIRE GARAGE	286649	02/2012	6,512.28	
08/12/2011	747694	DUSTBUSTERS 15309								5,055.71
			211-3132-433.45-30	08/10/2011	ROAD AND HIGHWAY MATERIAL	32273	286517	02/2012	5,055.71	
08/12/2011	747697	EASTER SEALS-GOODWILL NORTHERN 20475								4,597.59
			296-6691-463.72-75	08/10/2011	PLAY & EXPENDITURES	4TH QTR REIMB	286572	02/2012	4,597.59	
08/12/2011	747704	FAMILY SERVICE INC 1254								3,204.64
			296-6537-463.72-75	08/01/2011	CDBG REIMBURSMT REQ 1	286215	286215	02/2012	3,204.64	
08/12/2011	747710	FIRST MONTANA TITLE CO 1304								10,000.00
			280-6581-464.72-77	08/05/2011	1ST TIME HB, MARTIN KELM	437 BURLINGTON	286481	02/2012	10,000.00	
08/12/2011	747711	FIRST MONTANA TITLE CO 1304								10,000.00
			280-6581-464.72-77	08/09/2011	GIRARDOT, 2838 OAKLAND DR	1ST TIME HB	286491	02/2012	10,000.00	
08/12/2011	747719	GREAT WEST ENGINEERING 18016								3,464.35
			544-3123-435.93-90	08/11/2011	WO0827 LANDFILL PHSE 4	25	263194	02/2012	1,979.63	
			544-3123-435.93-90	06/30/2011	WO0827 LANDFILL PHSE 4	25	263194	13/2011	1,484.72	
08/12/2011	747720	GUARDIAN SECURITY INC 12486								5,512.50
			260-5512-455.35-74	08/08/2011	SECURITY SERVICE PARMLY B	995535	F13247	02/2012	5,512.50	
08/12/2011	747724	HDR INC 1544								3,956.48
			513-0000-201.10-00	08/11/2011	WO1009 WWTP T-5 TRANSFRMR	RET RELEASE	273263	02/2012	3,956.48	
08/12/2011	747725	HI TECH MOTOR SPORTS 9287								8,282.00
			150-2120-421.79-10	06/30/2011	MISC SERVICES	53612	286643	13/2011	5,586.98	
			150-2150-421.21-20	06/30/2011	MISC SERVICES	53612	286643	13/2011	2,695.02	
08/12/2011	747728	IAFF 20196								4,306.50
			900-0000-209.99-20	08/12/2011	PAYROLL SUMMARY	20110812		02/2012	4,306.50	
08/12/2011	747736	JTL GROUP INC DBA KNIFE RIVER 2417								5,427.65
			211-3132-433.45-20	08/10/2011	ROAD/HIGHWAY MATERIAL	251531	286524	02/2012	100.11	
			211-3132-433.45-20	08/10/2011	ROAD/HIGHWAY MATERIAL	251549	286524	02/2012	24.14	
			211-3132-433.47-10	08/10/2011	ROAD AND HIGHWAY MATERIAL	251553	286524	02/2012	256.76	
			211-3132-433.45-20	08/10/2011	ROAD/HIGHWAY MATERIAL	251579	286524	02/2012	121.86	
			211-3132-433.45-20	08/10/2011	ROAD/HIGHWAY MATERIAL	251626	286524	02/2012	65.66	
			211-3132-433.45-20	08/10/2011	ROAD/HIGHWAY MATERIAL	251640	286524	02/2012	188.61	

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
211-3132-433.45-20	08/10/2011	ROAD/HIGHWAY MATERIAL	251738	286524	02/2012	27.62
211-3132-433.45-20	08/10/2011	ROAD/HIGHWAY MATERIAL	251743	286524	02/2012	153.09
211-3132-433.47-10	08/10/2011	ROAD AND HIGHWAY MATERIAL	252388	286524	02/2012	520.38
211-3132-433.45-20	08/10/2011	ROAD/HIGHWAY MATERIAL	252732	286524	02/2012	224.80
211-3132-433.47-10	08/10/2011	ROAD AND HIGHWAY MATERIAL	252748	286524	02/2012	2,947.35
211-3132-433.45-20	08/10/2011	ROAD/HIGHWAY MATERIAL	252771	286524	02/2012	29.93
211-3132-433.47-10	08/10/2011	ROAD AND HIGHWAY MATERIAL	252792	286524	02/2012	311.15
211-3132-433.47-10	08/10/2011	ROAD AND HIGHWAY MATERIAL	252905	286524	02/2012	258.23
211-3132-433.47-10	08/10/2011	ROAD AND HIGHWAY MATERIAL	253869	286524	02/2012	197.96
08/12/2011 747744	LESMAN IRON WORKS	2156				20,256.00
541-3123-435.22-90	08/08/2011	WINDSCREENS-LANDFILL	31243	284664	02/2012	16,880.00
541-3123-435.22-90	08/08/2011	WINDSCREENS-LANDFILL	31244	285766	02/2012	3,376.00
08/12/2011 747745	LM EXCAVATING INC	21826				92,281.86
234-1340-465.72-91	08/11/2011	PRIOR YEAR ENCUMBRANCES	3	285761	02/2012	92,281.86
08/12/2011 747746	MAILING TECHNICAL SERVICES	12577				5,114.44
150-2111-421.31-10	08/10/2011	INVOICE 1674082 DATED 7/2	1674082	F13263	02/2012	155.42
260-5511-455.31-10	08/10/2011	JULY 2011 PARMLY BILLINGS	JULY 2011 LIB.	F13281	02/2012	436.81
150-2170-441.32-10	08/11/2011	MISC SERVICES	JULY2011	286652	02/2012	109.62
541-3121-435.31-10	08/11/2011	MISC SERVICES	JULY2011	286652	02/2012	239.05
605-1515-483.31-10	08/11/2011	MISC SERVICES	JULY2011	286652	02/2012	4,173.54
08/12/2011 747757	MISTRAS GROUP INC	21078				3,441.40
150-2226-422.35-90	08/08/2011	ENG4/AERIAL INSP 7/20/11	CD10299386 ENG4	286506	02/2012	800.00
150-2226-422.35-90	08/08/2011	GROUND LADDER TEST:7/21	CD10299386 LDRS	286506	02/2012	1,841.40
150-2226-422.35-90	08/08/2011	TRUCK1/AERIAL TEST 7/20	CD10299386 TRK1	286506	02/2012	800.00
08/12/2011 747759	MONTANA AUDUBON	20206				6,795.00
10-5125-451.39-90	08/10/2011	AUDUBON	2011-54	286545	02/2012	3,910.00
10-5125-451.39-90	08/10/2011	AUDUBON	2011-55	286545	02/2012	2,885.00
08/12/2011 747765	MONTANA MUNICIPAL INTERLOCAL	20725				13,522.50
630-1753-485.73-11	08/05/2011	MISC SERVICES	711004	286484	02/2012	13,522.50
08/12/2011 747766	MONTANA MUNICIPAL INTERLOCAL	20725				1,093,633.00
630-1753-485.51-30	08/08/2011	MISC SERVICES	AIRPORT LIAB	286513	02/2012	1,840.00
630-1753-485.51-30	08/08/2011	MISC SERVICES	LIAB 2012	286513	02/2012	1,091,793.00
08/12/2011 747768	MONTANA STATE FIREMAN'S ASSOC	20195				2,792.62
900-0000-209.99-24	08/12/2011	PAYROLL SUMMARY	20110812		02/2012	2,792.62
08/12/2011 747771	MORRISON MAIERLE INC	2572				35,926.42
503-7591-609.93-40	08/09/2011	WO1001 2010 WTR & SWR	063011	268044	02/2012	2,231.55
503-7591-609.93-40	06/30/2011	WO1001 2010 WTR & SWR	063011	268044	13/2011	2,231.55
503-7591-609.93-40	08/10/2011	WO1001 2010 WTR & SWR	063011	268044	02/2012	2,231.55-
503-0000-201.10-00	08/11/2011	WO1001 2010WTR & SWR	RET RELEASE	268044	02/2012	9,461.48
513-0000-201.10-00	08/11/2011	WO1001 2010WTR & SWR	RET RELEASE	268044	02/2012	5,547.54
513-0000-201.10-00	08/11/2011	WO1001 2010WTR & SWR	RET RELEASE	268044	02/2012	22.83

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ACCOUNT #		TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
503-7591-609.93-40		08/11/2011	WO1105 CHAPPLE WTR MAIN	7/110873	279882	02/2012	1,036.83
503-7591-609.93-40		06/30/2011	WO1105 CHAPPLE WTR MAIN	7/110873	279882	13/2011	17,626.19
08/12/2011	747773	MPPA	20198				2,505.73
900-0000-209.99-23		08/12/2011	PAYROLL SUMMARY	20110812		02/2012	2,505.73
08/12/2011	747775	NATIONAL LEAGUE OF CITIES	14451				6,697.00
10-1100-411.33-50		08/08/2011	MISC SERVICES	2012 MEMBERSHIP	286514	02/2012	6,697.00
08/12/2011	747777	NEW WORLD SYSTEMS	8477				6,125.00
150-2227-422.35-53		08/08/2011	FIRE:MOBILE/SOFTWARE	012705 MBL SFTW	280661	02/2012	1,800.00
150-2227-422.35-53		08/08/2011	FIRE:MOBILE SUPPORT	012706 MOBILE	280661	02/2012	3,500.00
150-2227-422.35-53		08/08/2011	FIRE:AVL-IN CAR MAPPING	012707 INCAR MP	280661	02/2012	1,619.56
150-2227-422.35-53		08/08/2011	FIRE:AVL-IN CAR MAPPING	012707 INCAR MP	280661	02/2012	794.56-
08/12/2011	747782	NORTHWEST PIPE FITTINGS	2758				52,301.34
502-0000-141.00-00		07/14/2011	WATER PARTS AND SUPPLIES	1751626		01/2012	4,057.80
502-0000-141.00-00		07/14/2011	WATER PARTS AND SUPPLIES	17624221		01/2012	825.00
502-0000-141.00-00		07/14/2011	SYSTEMS	17624871		01/2012	428.65
502-0000-141.00-00		07/14/2011	SYSTEMS	1762612		01/2012	225.29
502-0000-141.00-00		07/14/2011	SYSTEMS	1767410		01/2012	71.52
502-0000-141.00-00		07/14/2011	SYSTEMS	1767435		01/2012	1,928.08
502-0000-141.00-00		07/14/2011	SYSTEMS	1769892		01/2012	264.92
502-0000-141.00-00		07/14/2011	SYSTEMS	1775042		01/2012	217.14
502-7312-602.23-80		07/14/2011	NONSTOCKING ITEMS-P.U.D.	17516081	285267	01/2012	250.00
502-7500-609.23-80		07/14/2011	NONSTOCKING ITEMS-P.U.D.	1759347	285267	01/2012	265.47
502-7500-609.24-10		07/14/2011	NONSTOCKING ITEMS-P.U.D.	1767435	285267	01/2012	1,619.00
512-8400-623.24-50		07/14/2011	NONSTOCKING ITEMS-P.U.D.	1771254	285267	01/2012	55.68
502-7500-609.23-80		07/14/2011	NONSTOCKING ITEMS-P.U.D.	1771406	285267	01/2012	220.00
512-8400-623.24-50		07/14/2011	NONSTOCKING ITEMS-P.U.D.	1773271	285267	01/2012	1,811.48
502-7400-603.24-50		07/14/2011	NONSTOCKING ITEMS-P.U.D.	1774017	285267	01/2012	49.48
502-7400-603.24-50		07/14/2011	NONSTOCKING ITEMS-P.U.D.	1774343	285267	01/2012	131.70
502-7400-603.24-50		07/14/2011	NONSTOCKING ITEMS-P.U.D.	1774692	285267	01/2012	33.66
502-0000-141.00-00		07/19/2011	SYSTEMS	17626121		01/2012	258.58
502-0000-141.00-00		07/19/2011	SYSTEMS	17674351		01/2012	794.12
502-0000-141.00-00		07/19/2011	SYSTEMS	17674352		01/2012	23.48
502-7400-603.24-50		07/19/2011	NONSTOCKING ITEMS-P.U.D.	1775218	285267	01/2012	370.57
502-7400-603.24-50		07/19/2011	NONSTOCKING ITEMS-P.U.D.	1776177	285267	01/2012	188.00
502-7400-603.24-50		07/19/2011	NONSTOCKING ITEMS-P.U.D.	1776269	285267	01/2012	186.83
502-0000-141.00-00		07/20/2011	SYSTEMS	17750421		01/2012	1,592.36
502-0000-141.00-00		07/20/2011	WATER PARTS AND SUPPLIES	1751608		01/2012	5,204.00
502-7500-609.24-10		07/20/2011	NONSTOCKING ITEMS-P.U.D.	1767435A	285267	01/2012	1,619.00-
502-7312-602.23-80		07/21/2011	NONSTOCKING ITEMS-P.U.D.	1780535	285267	01/2012	131.40
512-8500-625.23-80		07/22/2011	NONSTOCKING ITEMS-P.U.D.	1778628	285267	01/2012	16.04
502-0000-141.00-00		07/26/2011	WATER PARTS AND SUPPLIES	1780382		01/2012	4,057.80
211-3132-433.23-20		07/26/2011	MP	1771419	282815	01/2012	41.61
211-3132-433.22-90		07/28/2011	MISC SERVICES	1783638	285267	01/2012	766.17
211-3132-433.36-50		07/28/2011	MISC SERVICES	1784106	285267	01/2012	541.75
502-0000-141.00-00		07/29/2011	WATER PARTS AND SUPPLIES	1780605		01/2012	10,676.00
502-0000-141.00-00		07/29/2011	WATER PARTS AND SUPPLIES	1762561		01/2012	14,959.32

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512-8400-623.24-50	07/29/2011	NONSTOCKING ITEMS-P.U.D.	1784144	285267	01/2012		293.92
503-7591-609.93-40	07/29/2011	NONSTOCKING ITEMS-P.U.D.	1785488	285267	01/2012		256.51
513-8591-625.93-40	07/29/2011	NONSTOCKING ITEMS-P.U.D.	1785832	285267	01/2012		31.63
502-7500-609.23-80	08/01/2011	NONSTOCKING ITEMS-P.U.D.	1778413	285267	02/2012		142.00
502-7500-609.42-20	08/01/2011	NONSTOCKING ITEMS-P.U.D.	1784570	285267	02/2012		178.00
512-8400-623.24-50	08/02/2011	NONSTOCKING ITEMS-P.U.D.	1786429	285267	02/2012		605.64
512-8400-623.24-50	08/02/2011	NONSTOCKING ITEMS-P.U.D.	1786430	285267	02/2012		26.86
502-7312-602.23-80	08/03/2011	NONSTOCKING ITEMS-P.U.D.	1755711	285267	02/2012		122.88
08/12/2011 747784	NORTHWESTERN ENERGY	15771					18,155.67
571-7143-713.34-10	08/05/2011	ACCOUNT# 0100473-8	08052011	F13235	02/2012		2,720.03
260-5512-455.34-10	08/08/2011	ELECTRIC - ACCOUNT 010046	0100467 JULY 11	F13248	02/2012		12,120.19
211-3132-433.35-90	08/10/2011	MISC SERVICES	90157468	286518	02/2012		1,527.46
571-7143-713.34-10	08/11/2012	NW AVIATION/TRAN	07192255		02/2012		227.75
150-2221-422.34-10	08/11/2012	NW FIRE	07208176		02/2012		391.20
10-5112-452.34-10	08/11/2012	NW PARK/REC/PL	08134892		02/2012		81.70
872-5198-452.34-10	08/11/2012	NW PARKS	10291920		02/2012		.18
502-7400-603.34-10	08/11/2012	NW Parks	11422532		02/2012		172.85
10-5112-452.34-10	08/11/2012	NW	11914041		02/2012		763.60
10-5112-452.34-10	08/11/2012	PARKS & REC	18494088		02/2012		58.50
10-5112-452.34-10	08/11/2012	PARKS & REC	19049444		02/2012		48.70
10-5112-452.34-10	08/11/2011	NW PARK/REC/PL	09208018		02/2012		43.51
08/12/2011 747785	OCLC	18135					10,711.42
260-5516-455.35-90	08/10/2011	INV 119106 PARMLY BILLING	119106	F13283	02/2012		10,711.42
08/12/2011 747787	ONE EIGHTY COMMUNICATIONS	15590					5,166.01
561-7110-711.34-50	08/10/2011	ONE EIGHTY AUG 2011	AIRPORT 2948370		02/2012		40.60
606-1931-484.34-50	08/10/2011	ONE EIGHTY AUG 2011	ACCT 00018768		02/2012		3,686.87
150-2111-421.34-50	08/10/2011	ONE EIGHTY AUG 2011	247-8592		02/2012		39.00
606-1931-484.34-50	08/10/2011	ONE EIGHTY AUG 2011	ACCT 00001906		02/2012		195.67
10-5112-452.34-50	08/10/2011	ONE EIGHTY AUG 2011	867-7275		02/2012		46.00
670-3141-489.34-50	08/10/2011	ONE EIGHTY AUG 2011	DEPOT 60%		02/2012		489.86
660-3110-431.34-50	08/10/2011	ONE EIGHTY AUG 2011	DEPOT 40%		02/2012		326.56
260-5518-455.35-90	08/10/2011	ONE EIGHTY AUG 2011	INTERNET LIB		02/2012		259.00
620-1911-482.34-52	08/10/2011	ONE EIGHTY AUG 2011	IT INTERNET		02/2012		79.95
150-2225-422.34-50	08/10/2011	ONE EIGHTY AUG 2011	LONG DISTANCE		02/2012		2.50
08/12/2011 747792	PETERSON OFFICE FURNITURE	17144					18,244.54
541-3121-435.21-20	08/05/2011	WINDOW FOR OFFICE	144946	285432	02/2012		751.33
251-2187-421.21-90	08/03/2011	MISC SERVICES	144961	285460	02/2012		4,652.35
251-2187-421.21-90	08/03/2011	MISC SERVICES	144964	285461	02/2012		4,784.13
251-2187-421.21-90	08/03/2011	MISC SERVICES	144963	285462	02/2012		2,473.32
251-2187-421.21-90	08/03/2011	MISC SERVICES	144962	285463	02/2012		4,816.37
251-2187-421.21-90	08/03/2011	MISC SERVICES	144960	286641	02/2012		767.04
08/12/2011 747795	PORTABLE COMPUTER SYSTEMS, INC	19264					6,102.00
258-2128-421.21-20	06/30/2011	PRIOR YEAR ENCUMBRANCES	ITEM	284704	13/2011		2,369.00
150-2112-421.24-42	06/30/2011	PRIOR YEAR ENCUMBRANCES	PKG	285106	13/2011		3,733.00
08/12/2011 747804	REPORTER BIG SKY OFFICE INC	3175					2,662.36
150-2221-422.32-40	08/04/2011	FIRE:CREDIT/HP INK JET	C354265-0 FIRE	286472	02/2012		44.42-

CHECK DATE	CHECK NUMBER	VENDOR NAME / VENDOR #	CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE / PO # / PER/YEAR / TRN AMOUNT
150-2221-422.32-40	08/04/2011	FIRE/CREDIT/HP CARTRIDGES	C438073-0 FIRE 286472 02/2012 87.96-
150-2221-422.21-90	08/04/2011	FILE/STORAGE BOXES	459350-0 FIRE 286472 02/2012 41.98
150-2226-422.21-20	08/04/2011	FIRE/H5511 CHAIR/TREVER	459455-0 TREVER 286472 02/2012 299.00
512-8400-623.21-90	06/30/2011	MISC SERVICES	444925.0 286350 13/2011 432.91
512-8400-623.21-90	06/30/2011	MISC SERVICES	444925.1 286350 13/2011 59.99
512-8400-623.21-90	06/30/2011	MISC SERVICES	444925.2 286350 13/2011 67.69
512-8400-623.21-90	06/30/2011	MISC SERVICES	444925.3 286350 13/2011 67.69
512-8400-623.21-90	06/30/2011	MISC SERVICES	444925.4 286350 13/2011 43.98
512-8400-623.21-90	06/30/2011	MISC SERVICES	444947.0 286350 13/2011 509.00
512-8400-623.21-90	06/30/2011	MISC SERVICES	445523.0 286350 13/2011 765.42
512-8400-623.21-90	06/30/2011	MISC SERVICES	445523.1 286350 13/2011 194.97
512-8400-623.21-90	06/30/2011	MISC SERVICES	445527.0 286350 13/2011 18.76
512-8400-623.21-90	06/30/2011	MISC SERVICES	445878.0 286350 13/2011 92.61
512-8400-623.21-90	06/30/2011	MISC SERVICES	445878.1 286350 13/2011 23.05
150-2221-422.21-90	08/10/2011	FIRE/CHIEF:DISPLAY FRAME	459724-0 CHIEF 286480 02/2012 4.70
150-2225-422.21-90	08/10/2011	911:SUPPLIES	459990-0 911 286480 02/2012 5.98
150-2225-422.32-40	08/10/2011	911:SUPPLIES	459990-0 911 286480 02/2012 18.87
150-2225-422.32-40	08/10/2011	911:SUPPLIES	459990-0 911 286480 02/2012 35.90
150-2225-422.21-90	08/10/2011	911: PENS/CORRECTION TAPE	459990-1 911 286480 02/2012 2.43
150-2225-422.21-90	08/10/2011	911: PENS/CORRECTION TAPE	459990-1 911 286480 02/2012 6.35
502-7311-602.21-90	08/10/2011	NONSTOCKING ITEMS-P.U.D.	4615340 286612 02/2012 51.73
512-8311-622.21-90	08/10/2011	NONSTOCKING ITEMS-P.U.D.	4615340 286612 02/2012 51.73
08/12/2011 747819	SPENCER INDUSTRIES	15928	2,571.02
211-3132-433.23-20	08/05/2011	MP	2398750-00 286504 02/2012 1,080.98
10-5112-452.23-20	08/09/2011	MP	2397652.00 286553 02/2012 1,474.36
541-3123-435.23-20	08/09/2011	MP	2399795.00 286553 02/2012 6.78
541-3122-435.23-20	08/09/2011	MP	2399832.00 286553 02/2012 8.90
08/12/2011 747820	STEWART TITLE OF BILLINGS	17985	10,000.00
280-6581-464.72-77	08/10/2011	HUNT/DUKE, 1636 LEWIS AVE	FTHB HUNT/DUKE 286603 02/2012 10,000.00
08/12/2011 747829	THYSSEN KRUPP ELEVATOR	9993	2,746.56
561-7112-711.36-60	08/08/2011	INVOICE #18994	18994/5/936496 F13241 02/2012 400.00
561-7112-711.36-60	08/08/2011	INVOICE #18995	18994/5/936496 F13241 02/2012 240.00
561-7112-711.36-60	08/08/2011	INVOICE #936496	18994/5/936496 F13241 02/2012 2,106.56
08/12/2011 747831	TIRE-RAMA	1864	17,464.95
541-3122-435.23-90	07/15/2011	TIRES AND REPAIRS	1050180948 285270 01/2012 6,096.50
541-3122-435.23-90	07/15/2011	TIRES AND REPAIRS	1050180957 285270 01/2012 3,652.00
541-3123-435.23-90	07/15/2011	TIRE REPAIR	1050180961 285270 01/2012 239.50
541-3122-435.23-90	07/15/2011	TIRE REPAIRS	1050180963 285270 01/2012 880.65
541-3122-435.23-90	07/26/2011	JOHNS TRUCK	1050181293 285270 01/2012 45.48
541-3122-435.23-90	07/26/2011	NEW TIRES	1050181392 285270 01/2012 1,332.00
541-3122-435.23-90	07/26/2011	NEW TIRES	1050181393 285270 01/2012 1,151.06
541-3122-435.23-90	07/26/2011	NEW TIRES	1050181394 285270 01/2012 746.00
541-3122-435.23-90	07/26/2011	TIRES	1050182016 285270 01/2012 1,685.20
541-3123-435.23-90	07/26/2011	TIRES	1050182019 285270 01/2012 1,566.56
211-3132-433.23-90	07/29/2011	MP	1050-181012 285270 01/2012 30.00
211-3132-433.23-90	08/08/2011	MP	1050-181560 285270 02/2012 40.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
08/12/2011	747833	TOWN & COUNTRY SUPPLY ASSOCIAT	18295				121,369.81
601-0000-141.00-00	08/08/2011	MP	86168		02/2012	32,870.17	
601-0000-141.71-41	08/08/2011	MP	86620		02/2012	23,492.02	
601-0000-141.00-00	06/30/2011	MP	77532		13/2011	16,628.50	
561-7118-711.23-13	08/08/2011	INVOICE #86164	86164	F13237	02/2012	18,053.50	
601-0000-141.00-00	06/30/2011	MP	77531		13/2011	25,392.75	
502-0000-141.00-00	08/10/2011	WATER PARTS AND SUPPLIES	86740 86820		02/2012	1,184.76	
150-2226-422.23-10	08/10/2011	FIRE:1,3,5,6:FUEL AUG8	86528 FIRE AUG8	285709	02/2012	3,748.11	
08/12/2011	747857	YELLOWSTONE COUNTY GIS	10369				7,000.00
620-1913-482.35-90	08/08/2011	MISC SERVICES	11-47	286509	02/2012	7,000.00	
08/12/2011	747858	YELLOWSTONE VALLEY ANIMAL SHEL	20525				20,256.05
150-2170-441.39-90	08/10/2011	CONTRACT 6-22\7-21-11	11-1251	286608	02/2012	20,256.05	
08/12/2011	747860	3M PAI5548	17174				16,058.00
260-5518-455.36-90	08/10/2011	INV OF48574 PARMLY BILLIN	OF48574	F13279	02/2012	16,058.00	
				DATE RANGE TOTAL *			1,811,725.63 *

Consent 1. P. 3.

Regular City Council Meeting
Meeting Date: 09/12/2011
TITLE: Payment of Claims August 19, 2011.
PRESENTED BY: Pat M. Weber, Financial Director
Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

Claims in the amount of $2,759,968.17 have been audited and are presented for your approval for payment. A complete listing of the claims dated August 19, 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
08/19/2011	747866	AMERICAN TITLE & ESCROW	159				4,500.00
275-6721-463.72-75	08/17/2011	JOSEPH & CHRISTINE RAMBIN	CD REHAB LOAN	286701	02/2012		4,500.00
08/19/2011	747871	ARCHIE COCHRANE	800				5,850.83
150-2112-421.23-20	08/10/2011	MP	5056770	286636	02/2012		420.32
630-1753-485.73-10	08/16/2011	MISC SERVICES	810369/1	286744	02/2012		5,430.51
08/19/2011	747890	BRENNTAG PACIFIC INC	17236				2,668.00
502-7400-603.22-20	08/16/2011	MISC SERVICES	BPI120684	286732	02/2012		881.00
512-8400-623.22-20	08/16/2011	MISC SERVICES	BPI120313	286735	02/2012		1,787.00
08/19/2011	747893	BUSINESS TAX SECTION	2449				20,687.99
205-3131-433.93-90	08/16/2011	WO1103 STREET MAINTENANCE	1	282179	02/2012		735.12
503-7591-609.93-40	08/16/2011	WO1101 WATER REPLACEMENTS	2	284450	02/2012		3,856.11
503-7591-609.93-40	08/16/2011	WO1101 WATER REPLACEMENTS	2	284454	02/2012		5,259.53
563-7122-711.92-90	08/16/2011	MISC SERVICES	285383-1	285383	02/2012		62.77
205-3131-433.93-90	06/30/2011	WO1103 STREET MAINTENANCE	1	282179	13/2011		4,076.56
438-0000-201.10-00	06/30/2011	WO0821 LAKE ELMO	RET CORRECTION	274941	13/2011		62.44
205-0000-201.10-00	06/30/2011	WO0821 LAKE ELMO	RET CORRECTION	274941	13/2011		62.44-
544-3123-435.93-90	08/17/2011	WO0827 LANDFILL PHASE 2	4	282182	02/2012		164.86
544-3123-435.93-90	06/30/2011	WO0827 LANDFILL PHASE 2	4	282182	13/2011		247.29
406-7119-711.92-90	08/18/2011	MISC SERVICES	278674-10	278674	02/2012		6,285.75
205-3131-433.93-10	07/20/2011	WO0925 DOWNTWN SIGNAL	9/25187	276289	02/2012		336.66
205-3131-433.93-10	06/30/2011	WO0925 DOWNTWN SIGNAL	9/25187	276289	13/2011		336.66-
08/19/2011	747900	CARQUEST AUTO PARTS	3890				4,187.28
541-3122-435.23-20	07/13/2011	MP	1910-217425	285262	01/2012		21.90
150-2112-421.23-20	07/14/2011	MP	1910-217638	285262	01/2012		62.75
150-2112-421.23-20	07/14/2011	MP	1910-217639	285262	01/2012		71.16
211-3132-433.23-20	07/14/2011	MP	1910-217813	285262	01/2012		14.58
502-7400-603.24-50	07/14/2011	NONSTOCKING ITEMS-P.U.D.	1935209559	285262	01/2012		38.94
502-7500-609.23-20	07/14/2011	NONSTOCKING ITEMS-P.U.D.	1935210847	285262	01/2012		20.37
502-7500-609.23-20	07/15/2011	NONSTOCKING ITEMS-P.U.D.	1935211317	285262	01/2012		15.68
601-0000-141.00-00	07/18/2011	MP	1910-217716		01/2012		14.50
601-0000-141.00-00	07/18/2011	MP	1910-217812		01/2012		119.40
601-1553-481.26-50	07/18/2011	MP	1910-217212	285262	01/2012		6.56
601-1553-481.26-50	07/18/2011	MP	1910-217213	285262	01/2012		6.56
10-5112-452.23-20	07/18/2011	MP	1910-217341	285262	01/2012		94.30
601-1553-481.26-50	07/18/2011	MP	1910-217623	285262	01/2012		38.14
502-7400-603.24-50	07/19/2011	NONSTOCKING ITEMS-P.U.D.	1935211094	285262	01/2012		14.09
512-8400-623.24-50	07/19/2011	NONSTOCKING ITEMS-P.U.D.	1935211137	285262	01/2012		3.72
512-8400-623.24-50	07/19/2011	NONSTOCKING ITEMS-P.U.D.	1935211276	285262	01/2012		12.82
502-7400-603.24-50	07/19/2011	NONSTOCKING ITEMS-P.U.D.	1935211427	285262	01/2012		104.88
512-8500-625.23-20	07/19/2011	NONSTOCKING ITEMS-P.U.D.	272976	285262	01/2012		27.28
512-8400-623.24-50	07/20/2011	NONSTOCKING ITEMS-P.U.D.	1935211984	285262	01/2012		41.40
512-8500-625.24-10	07/22/2011	NONSTOCKING ITEMS-P.U.D.	1935211910	285262	01/2012		30.86
502-7400-603.24-50	07/22/2011	NONSTOCKING ITEMS-P.U.D.	1935212253	285262	01/2012		37.81
601-0000-141.00-00	07/25/2011	MP	1910-218206		01/2012		23.27
601-0000-141.00-00	07/25/2011	MP	1910-218206		01/2012		32.00

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
541-3122-435.23-20	07/25/2011	MP	1910-217745	285262	01/2012	284.75
601-1553-481.23-20	07/25/2011	MP	1910-218192	285262	01/2012	78.33
521-1522-493.23-20	07/25/2011	MP	1910-218239	285262	01/2012	61.29
211-3132-433.23-20	07/25/2011	MP	1910-218295	285262	01/2012	34.86
150-2226-422.23-20	07/25/2011	MP	1910-218320	285262	01/2012	23.25
211-3132-433.23-20	07/25/2011	MP	1910-218335	285262	01/2012	15.36
211-3132-433.23-20	07/25/2011	MP	1910-218400	285262	01/2012	6.86
150-2226-422.23-20	07/25/2011	MP	1910-219176	285262	01/2012	53.58
211-3132-433.23-20	07/25/2011	MP	1910-219272	285262	01/2012	131.35
150-2112-421.23-20	07/25/2011	MP	1910-219438	285262	01/2012	23.25
601-0000-141.00-00	07/26/2011	MP	1910-218846		01/2012	37.66
601-0000-141.00-00	07/26/2011	MP	1910-219023		01/2012	58.00
10-5112-452.23-20	07/26/2011	MP	1910-218405	285262	01/2012	6.48
541-3122-435.23-20	07/26/2011	MP	1910-218779	285262	01/2012	36.22
150-2226-422.23-20	07/26/2011	MP	1910-218846	285262	01/2012	7.60
211-3132-433.23-20	07/26/2011	MP	1910-218883	285262	01/2012	7.64
541-3123-435.23-20	07/26/2011	MP	1910-218897	285262	01/2012	13.09
541-3123-435.23-20	07/26/2011	MP	1910-218956	285262	01/2012	23.78
502-7314-602.24-50	07/26/2011	NONSTOCKING ITEMS-P.U.D.	1935212613	285262	01/2012	145.66
502-0000-141.00-00	07/27/2011	WATER PARTS AND SUPPLIES	1935213268		01/2012	41.18
502-0000-141.00-00	07/27/2011	WATER PARTS AND SUPPLIES	1935213288		01/2012	437.19
502-0000-141.00-00	07/27/2011	WASTEWATER PARTS & SUPPLY	1935213288		01/2012	207.00
502-0000-141.00-00	07/27/2011	WATER PARTS AND SUPPLIES	1935213297		01/2012	11.85
150-2112-421.23-20	07/27/2011	MP	1910-219644	285262	01/2012	46.50
502-7400-603.23-20	07/27/2011	MP	1910-219807	285262	01/2012	99.81
502-0000-141.00-00	07/28/2011	WATER PARTS AND SUPPLIES	1935213345		01/2012	68.40
512-8500-625.23-20	07/28/2011	NONSTOCKING ITEMS-P.U.D.	1935211498	285262	01/2012	25.80
502-7500-609.23-20	07/29/2011	NONSTOCKING ITEMS-P.U.D.	1935213315	285262	01/2012	97.65
512-8500-625.23-20	07/29/2011	NONSTOCKING ITEMS-P.U.D.	1935213427	285262	01/2012	212.98
502-7500-609.23-20	07/29/2011	NONSTOCKING ITEMS-P.U.D.	1935213449	285262	01/2012	97.65-
502-7400-603.24-50	08/01/2011	NONSTOCKING ITEMS-P.U.D.	1935213494	285262	02/2012	42.48
502-7400-603.24-50	08/01/2011	NONSTOCKING ITEMS-P.U.D.	1935213545	285262	02/2012	118.16
601-0000-141.00-00	08/03/2011	MP	1910-219916		02/2012	7.99
601-0000-141.00-00	08/03/2011	MP	1910-220044		02/2012	124.50
601-0000-141.00-00	08/03/2011	MP	1910-220263		02/2012	37.20
601-0000-141.00-00	08/03/2011	MP	1910-220264		02/2012	12.30
601-0000-141.00-00	08/03/2011	MP	1910-220277		02/2012	20.40
601-0000-141.00-00	08/03/2011	MP	1910-220308		02/2012	21.18
502-7400-603.23-20	08/03/2011	MP	1910-219048	285262	02/2012	102.24
502-7400-603.23-20	08/03/2011	MP	1910-219120	285262	02/2012	205.92
502-7400-603.23-20	08/03/2011	MP	1910-219179	285262	02/2012	30.16
150-2112-421.23-20	08/03/2011	MP	1910-219851	285262	02/2012	60.89
150-2112-421.23-20	08/03/2011	MP	1910-219948	285262	02/2012	74.40
150-2226-422.23-20	08/03/2011	MP	1910-219991	285262	02/2012	8.12
211-3132-433.23-20	08/03/2011	MP	1910-220007	285262	02/2012	56.85
620-1911-482.23-20	08/03/2011	MP	1910-220071	285262	02/2012	51.68
10-5112-452.23-20	08/03/2011	MP	1910-220211	285262	02/2012	38.22
620-1911-482.23-20	08/09/2011	MP	188512	285262	02/2012	13.57-
512-8500-625.23-20	08/10/2011	NONSTOCKING ITEMS-P.U.D.	272976A	285262	02/2012	27.28-
150-2112-421.23-20	08/11/2011	MP	1910-220296	285262	02/2012	162.75

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION		INVOICE	PO #	PER/YEAR	TRN AMOUNT
08/19/2011	747908	COP CONSTRUCTION CO	865				422,557.95
503-7591-609.93-40	08/16/2011	WO1101 WATER REPLACEMENTS		2	284449	02/2012	381,755.08
544-3123-435.93-90	08/17/2011	WO0827 LANDFILL PHASE 2		4	282181	02/2012	16,321.15
544-3123-435.93-90	06/30/2011	WO0827 LANDFILL PHASE 2		4	282181	13/2011	24,481.72
08/19/2011	747911	CSG SYSTEMS INC	20870				17,371.99
502-7311-602.31-10	08/10/2011	MISC SERVICES		74173	286597	02/2012	6,798.31
502-7311-602.31-11	08/10/2011	MISC SERVICES		74173	286597	02/2012	2,491.12
512-8311-622.31-10	08/10/2011	MISC SERVICES		74173	286597	02/2012	4,531.70
512-8311-622.31-11	08/10/2011	MISC SERVICES		74173	286597	02/2012	1,661.26
502-7400-603.22-20	08/10/2011	MISC SERVICES		74312	286597	02/2012	1,889.60
08/19/2011	747921	ENTRE TECHNOLOGY SERVICE	21844				4,346.25
561-7114-711.39-90	08/15/2011	INVOICE #5223		5223	F13291	02/2012	4,346.25
08/19/2011	747927	FERGUSON ENTERPRISES INC	20100				8,168.48
502-0000-141.00-00	08/16/2011	SYSTEMS		555590 91 5602		02/2012	8,168.48
08/19/2011	747930	FIRST INTERSTATE BANK	16964				92,293.00
201-1507-466.79-68	08/18/2011	MISC SERVICES		DEV AGREEMENT	286787	02/2012	92,293.00
08/19/2011	747931	FIRST MONTANA TITLE CO	1304				10,000.00
280-6581-464.72-77	08/17/2011	STEPHENS, 804 CUSTER AVE		FIRST TIME HB	286704	02/2012	10,000.00
08/19/2011	747932	FISHER CONSTRUCTION	1313				6,213.88
563-7122-711.92-90	08/16/2011	MISC SERVICES		285353-1	285353	02/2012	6,213.88
08/19/2011	747936	GENERAL CONTRACTORS CONSTRUCTI	1415				53,684.36
414-1519-493.93-90	08/04/2011	PRIOR YEAR ENCUMBRANCES		2	284514	02/2012	53,684.36
414-0000-201.10-00	08/18/2011			CORRECTION	284514	02/2012	4,869.33
414-1519-493.93-90	08/18/2011			CORRECTION		02/2012	4,869.33-
414-0000-201.10-00	06/30/2011			CORRECTION	284514	13/2011	2,043.83
414-1519-493.93-90	06/30/2011			CORRECTION		13/2011	2,043.83-
414-1519-493.93-90	08/18/2011	PRIOR YEAR ENCUMBRANCES		2CORRECTION	284514	02/2012	53,684.36-
414-1519-493.93-90	08/18/2011	PRIOR YEAR ENCUMBRANCES		CORRECTION	286793	02/2012	.00
414-1519-493.93-90	08/18/2011	PRIOR YEAR ENCUMBRANCES		CORRECTION	286793	02/2012	.00
414-1519-493.93-90	08/18/2011	PRIOR YEAR ENCUMBRANCES		2	286793	02/2012	53,684.36
08/19/2011	747937	GENERAL ELECTRIC CAPITAL CORP	19598				9,738.38
150-2150-421.62-00	06/15/2011	MISC SERVICES		INV	284890	12/2011	204.22
150-2150-421.62-00	07/20/2011	MISC SERVICES		INV	285886	01/2012	163.74
150-2150-421.61-00	08/16/2011	MISC SERVICES		INV	286747	02/2012	9,247.36
150-2150-421.62-00	08/16/2011	MISC SERVICES		INV	286747	02/2012	123.06
08/19/2011	747943	GRAYBAR ELECTRIC COMPANY INC	1509				3,347.88
502-7400-603.23-60	08/10/2011	MISC SERVICES		955296617	286586	02/2012	55.42
512-8400-623.23-60	08/16/2011	MISC SERVICES		955505317	286726	02/2012	887.19
502-7400-603.23-60	08/16/2011	MISC SERVICES		955505318	286726	02/2012	2,405.27
08/19/2011	747944	GREAT FALLS POLICE DEPARTMENT	6172				2,934.22
251-2187-421.38-22	06/30/2011	2010 ICAC-QTR END 6/30/11		ICAC REIMBURSE	286252	13/2011	2,934.22

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR		TRN AMOUNT
08/19/2011	747945	GRYPHON INDUSTRIES	21742				2,775.00
260-5517-455.21-20	08/18/2011	PARMLY BILLINGS LIBRARY	2946	284212	02/2012		2,775.00
08/19/2011	747954	HUPPERT CONSTRUCTION	16447				4,940.00
872-5198-452.36-50	08/17/2011	INSTALL CONCRETE	1204	286693	02/2012		4,940.00
08/19/2011	747962	INGRAM BOOK COMPANY	1820				8,446.70
260-5519-455.32-26	08/18/2011	PUBLICATIONS/AUDIOVISUAL	00048556	285836	02/2012		551.34
260-5519-455.32-27	08/18/2011	PUBLICATIONS/AUDIOVISUAL	00048556	285836	02/2012		551.33
260-5519-455.33-33	08/18/2011	PUBLICATIONS/AUDIOVISUAL	00048556	285836	02/2012		551.33
260-5519-455.32-26	08/18/2011	PUBLICATIONS/AUDIOVISUAL	00054517	285836	02/2012		14.16
260-5519-455.32-41	08/18/2011	PUBLICATIONS/AUDIOVISUAL	00054518	285836	02/2012		14.75
260-5519-455.32-26	08/18/2011	PUBLICATIONS/AUDIOVISUAL	00054519	285836	02/2012		8.99
260-5519-455.32-26	08/18/2011	PUBLICATIONS/AUDIOVISUAL	00054520	285836	02/2012		15.31
260-5519-455.33-33	08/18/2011	PUBLICATIONS/AUDIOVISUAL	00054521	285836	02/2012		14.37
260-5519-455.32-23	08/18/2011	PUBLICATIONS/AUDIOVISUAL	00054522	285836	02/2012		27.47
260-5519-455.32-27	08/18/2011	PUBLICATIONS/AUDIOVISUAL	00054523	285836	02/2012		44.93
260-5519-455.32-26	08/18/2011	PUBLICATIONS/AUDIOVISUAL	00054524	285836	02/2012		43.66
260-5519-455.32-41	08/18/2011	PUBLICATIONS/AUDIOVISUAL	00054525	285836	02/2012		15.33
260-5519-455.32-26	08/18/2011	PUBLICATIONS/AUDIOVISUAL	00054526	285836	02/2012		77.25
260-5519-455.32-27	08/18/2011	PUBLICATIONS/AUDIOVISUAL	00054526	285836	02/2012		11.77
260-5519-455.32-55	08/18/2011	PUBLICATIONS/AUDIOVISUAL	00054526	285836	02/2012		10.61
260-5519-455.32-26	08/18/2011	PUBLICATIONS/AUDIOVISUAL	00054527	285836	02/2012		178.76
260-5519-455.32-23	08/18/2011	PUBLICATIONS/AUDIOVISUAL	00054528	285836	02/2012		241.39
260-5519-455.32-26	08/18/2011	PUBLICATIONS/AUDIOVISUAL	00054528	285836	02/2012		725.80
260-5519-455.32-27	08/18/2011	PUBLICATIONS/AUDIOVISUAL	00054528	285836	02/2012		414.69
260-5519-455.32-55	08/18/2011	PUBLICATIONS/AUDIOVISUAL	00054528	285836	02/2012		138.10
260-5519-455.32-27	08/18/2011	PUBLICATIONS/AUDIOVISUAL	00054529	285836	02/2012		8.38
260-5519-455.32-23	08/18/2011	PUBLICATIONS/AUDIOVISUAL	00054530	285836	02/2012		16.49
260-5519-455.32-26	08/18/2011	PUBLICATIONS/AUDIOVISUAL	00054531	285836	02/2012		15.33
260-5519-455.32-26	08/18/2011	PUBLICATIONS/AUDIOVISUAL	00054532	285836	02/2012		15.33
260-5519-455.33-33	08/18/2011	PUBLICATIONS/AUDIOVISUAL	00054533	285836	02/2012		20.00
260-5519-455.32-26	08/18/2011	PUBLICATIONS/AUDIOVISUAL	00072328	285836	02/2012		29.48
260-5519-455.32-23	08/18/2011	PUBLICATIONS/AUDIOVISUAL	00084375	285836	02/2012		20.99
260-5519-455.32-27	08/18/2011	PUBLICATIONS/AUDIOVISUAL	00084375	285836	02/2012		13.19
260-5519-455.32-41	08/18/2011	PUBLICATIONS/AUDIOVISUAL	00084376	285836	02/2012		31.99
260-5519-455.32-26	08/18/2011	PUBLICATIONS/AUDIOVISUAL	00084377	285836	02/2012		27.60
260-5519-455.32-27	08/18/2011	PUBLICATIONS/AUDIOVISUAL	00084377	285836	02/2012		22.77
260-5519-455.32-26	08/18/2011	PUBLICATIONS/AUDIOVISUAL	00084378	285836	02/2012		19.53
260-5519-455.32-23	08/18/2011	PUBLICATIONS/AUDIOVISUAL	00084379	285836	02/2012		45.98
260-5519-455.32-26	08/18/2011	PUBLICATIONS/AUDIOVISUAL	00084379	285836	02/2012		54.97
260-5519-455.32-27	08/18/2011	PUBLICATIONS/AUDIOVISUAL	00084379	285836	02/2012		90.46
260-5519-455.32-55	08/18/2011	PUBLICATIONS/AUDIOVISUAL	00084379	285836	02/2012		33.56
260-5519-455.32-26	08/18/2011	PUBLICATIONS/AUDIOVISUAL	00177034	285836	02/2012		14.74
260-5519-455.32-26	08/18/2011	PUBLICATIONS/AUDIOVISUAL	00177035	285836	02/2012		15.33
260-5519-455.32-27	08/18/2011	PUBLICATIONS/AUDIOVISUAL	00177036	285836	02/2012		9.00
260-5519-455.32-27	08/18/2011	PUBLICATIONS/AUDIOVISUAL	00177037	285836	02/2012		14.74
260-5519-455.32-27	08/18/2011	PUBLICATIONS/AUDIOVISUAL	00188017	285836	02/2012		1,102.56
260-5519-455.32-27	08/18/2011	PUBLICATIONS/AUDIOVISUAL	00287886	285836	02/2012		20.38

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
260-5519-455.32-41	08/18/2011	PUBLICATIONS/AUDIOVISUAL	70121573	285836	02/2012	10.79
260-5519-455.33-34	08/18/2011	PUBLICATIONS/AUDIOVISUAL	70121574	285836	02/2012	10.98
260-5519-455.32-41	08/18/2011	PUBLICATIONS/AUDIOVISUAL	70121575	285836	02/2012	515.16
260-5519-455.32-42	08/18/2011	PUBLICATIONS/AUDIOVISUAL	70121575	285836	02/2012	139.63
260-5519-455.32-27	08/18/2011	PUBLICATIONS/AUDIOVISUAL	70121576	285836	02/2012	30.66
260-5519-455.32-23	08/18/2011	PUBLICATIONS/AUDIOVISUAL	70121577	285836	02/2012	107.99
260-5519-455.32-26	08/18/2011	PUBLICATIONS/AUDIOVISUAL	70121577	285836	02/2012	1,195.38
260-5519-455.32-27	08/18/2011	PUBLICATIONS/AUDIOVISUAL	70121577	285836	02/2012	550.77
260-5519-455.32-55	08/18/2011	PUBLICATIONS/AUDIOVISUAL	70121577	285836	02/2012	78.27
260-5519-455.32-41	08/18/2011	PUBLICATIONS/AUDIOVISUAL	70148647	285836	02/2012	9.59
260-5519-455.32-42	08/18/2011	PUBLICATIONS/AUDIOVISUAL	70148648	285836	02/2012	16.49
260-5519-455.32-27	08/18/2011	PUBLICATIONS/AUDIOVISUAL	70148649	285836	02/2012	27.70
260-5519-455.32-26	08/18/2011	PUBLICATIONS/AUDIOVISUAL	70148650	285836	02/2012	35.84
260-5519-455.32-27	08/18/2011	PUBLICATIONS/AUDIOVISUAL	70148650	285836	02/2012	27.70
260-5519-455.32-41	08/18/2011	PUBLICATIONS/AUDIOVISUAL	70148651	285836	02/2012	108.00
260-5519-455.32-42	08/18/2011	PUBLICATIONS/AUDIOVISUAL	70148651	285836	02/2012	18.14
260-5519-455.32-23	08/18/2011	PUBLICATIONS/AUDIOVISUAL	70148652	285836	02/2012	23.97
260-5519-455.32-26	08/18/2011	PUBLICATIONS/AUDIOVISUAL	70148652	285836	02/2012	63.68
260-5519-455.32-27	08/18/2011	PUBLICATIONS/AUDIOVISUAL	70148652	285836	02/2012	170.62
260-5519-455.32-55	08/18/2011	PUBLICATIONS/AUDIOVISUAL	70148652	285836	02/2012	11.20
08/19/2011 747964	INTERSTATE ENGINEERING INC.	11817				11,362.33
840-3184-431.93-10	06/30/2011	WO0515 HOWARD HEIGHTS	6989	275113	13/2011	11,362.33
08/19/2011 747967	JACKSON CONTRACTOR GROUP INC	21359				622,289.57
406-7119-711.92-90	08/18/2011	MISC SERVICES	278672-10	278672	02/2012	622,289.57
08/19/2011 747981	KNITTING FACTORY PRESENTS	21857				8,141.00
769-5186-451.22-91	08/18/2011	WILLIE NELSON TICKETS	WILLIE NELSON	286784	02/2012	8,141.00
08/19/2011 747982	KOIS BROTHERS EQUIPMENT CO	6452				15,367.68
541-3122-435.23-20	07/13/2011	MP	90570	285265	01/2012	288.26
541-3122-435.23-20	07/14/2011	MP	90568	285265	01/2012	305.15
541-3122-435.23-20	07/14/2011	MP	90569	285265	01/2012	140.40
541-3122-435.23-20	07/14/2011	MP	90569	285265	01/2012	62.47
541-3122-435.23-20	07/14/2011	MP	90572	285265	01/2012	3,125.48
541-3122-435.23-20	07/14/2011	MP	90588	285265	01/2012	860.33
541-3122-435.23-20	07/18/2011	MP	285265	285265	01/2012	54.72
541-3122-435.23-20	07/19/2011	MP	90626	285265	01/2012	2,416.44
541-3122-435.23-20	07/19/2011	MP	90656	285265	01/2012	61.98
541-3122-435.23-20	07/25/2011	MP	90714	285265	01/2012	288.26
601-0000-141.00-00	07/26/2011	MP	90465		01/2012	638.46
601-0000-141.00-00	07/26/2011	MP	90465		01/2012	291.70
601-0000-141.00-00	07/26/2011	MP	90741		01/2012	282.59
541-3122-435.23-20	07/26/2011	MP	MT30928	285265	01/2012	1,668.83
541-3122-435.23-20	07/26/2011	MP	50528	285265	01/2012	2,338.64
541-3122-435.23-20	07/26/2011	MP	90465	285265	01/2012	984.97
670-3141-489.72-12	08/11/2011	MISC SERVICES	MT30799	286655	02/2012	1,559.00
08/19/2011 747983	LAND DESIGN INC	15918				8,514.00
467-5163-452.93-10	08/17/2011	TASK 6 COMPLETED	YFP PAYMENT 4	284620	02/2012	8,514.00

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08/19/2011	747986	LEWISTOWN POLICE DEPT	20247				2,716.31
251-2187-421.38-22	06/30/2011	ICAC 2010 QTR END 6/30/11	ICAC REIMBURSE	286239	13/2011		2,716.31
08/19/2011	747996	MIDLAND IMPLEMENT CO INC	2416				17,989.36
502-7314-602.24-50	08/10/2011	MISC SERVICES	640264001	286599	02/2012		16.96
512-8314-622.24-50	08/10/2011	MISC SERVICES	640264001	286599	02/2012		5.65
502-7314-602.24-50	08/10/2011	MISC SERVICES	640348001	286599	02/2012		1.76
512-8314-622.24-50	08/10/2011	MISC SERVICES	640348001	286599	02/2012		.59
10-5111-452.94-40	06/30/2011	MOWER FOR PARKS	06/09/11 QUOTE	285351	13/2011		17,964.40
08/19/2011	748008	MORRISON MAIERLE INC	2572				32,017.26
406-7119-711.92-90	08/18/2011	MISC SERVICES	110980/81	277318	02/2012		32,017.26
08/19/2011	748018	NEWMAN TRAFFIC SIGNS	2722				4,197.31
211-3132-433.24-20	08/18/2011	MARKERS,PLAQUES,SIGN,TRAF	TI-0236859	285158	02/2012		4,197.31
08/19/2011	748022	NORTHWESTERN ENERGY	15771				43,122.84
512-8500-625.34-10	08/10/2011	MISC SERVICES	11759727 AUG11	286585	02/2012		161.84
502-7400-603.34-10	08/10/2011	MISC SERVICES	18672659 AUG11	286585	02/2012		10.58
502-7400-603.34-10	08/10/2011	MISC SERVICES	01004787 JUL11	286595	02/2012		878.67
502-7400-603.34-10	08/10/2011	MISC SERVICES	19209519 JUL11	286595	02/2012		418.83
512-8500-625.34-10	08/16/2011	MISC SERVICES	17568932 AUG11	286725	02/2012		222.35
502-7400-603.34-10	08/16/2011	MISC SERVICES	19059435 AUG11	286725	02/2012		6.86
561-7117-711.34-10	08/15/2011	1341295-2	081511	F13295	02/2012		189.47
561-7117-711.34-10	08/15/2011	1341291-1	081511	F13295	02/2012		36.31
561-7117-711.34-10	08/15/2011	1341289-5	081511	F13295	02/2012		27.09
561-7117-711.34-10	08/15/2011	1341288-7	081511	F13295	02/2012		277.99
561-7117-711.34-10	08/15/2011	1264299-7	081511	F13295	02/2012		600.39
561-7113-711.34-10	08/15/2011	0100484-5	081511	F13295	02/2012		1,951.22
561-7113-711.34-10	08/15/2011	0100483-7	081511	F13295	02/2012		1,874.52
561-7113-711.34-10	08/15/2011	1647695-4	081511	F13295	02/2012		17.05
561-7117-711.34-10	08/15/2011	1669567-8	081511	F13295	02/2012		881.18
10-5127-451.34-10	08/18/2011	NW PARK/REC/PL	07123870		02/2012		41.71
10-5122-451.34-10	08/18/2011	NW PARK/REC/PL	07125362		02/2012		161.51
10-5122-451.34-10	08/18/2011	NW PARK/REC/PL	07208184		02/2012		35.11
10-5126-451.34-10	08/18/2011	NW PARK/REC/PL	07208218		02/2012		2,233.20
502-7400-603.34-10	08/18/2011	NW PUD-WATER TREAT	07222649		02/2012		12,642.75
10-5112-452.34-10	08/18/2011	NW PARK/REC/PL	07222870		02/2012		1,414.06
502-7400-603.34-10	08/18/2011	NW PUD-WATER TREAT	07230402		02/2012		8,081.69
10-5112-452.34-10	08/18/2011	NW PARK/REC/PL	07230451		02/2012		791.71
502-7400-603.34-10	08/18/2011	NW PUD-WATER TREAT	07230592		02/2012		10.37
211-3132-433.34-10	08/18/2011	NW PUBLIC WORKS	08554040		02/2012		9.15
150-2221-422.34-10	08/18/2011	NW FIRE	08715468		02/2012		481.30
10-5112-452.34-10	08/18/2011	NW PARK/REC/PL	09254962		02/2012		355.58
650-1566-487.34-10	08/18/2011		09758087		02/2012		404.94
872-5198-452.34-10	08/18/2011	NW PARK/REC/PL	10458131		02/2012		65.74
502-7400-603.34-10	08/18/2011	NW PUD	11164522		02/2012		1,070.22
561-7117-711.34-10	08/18/2011	NW PUD	11389269		02/2012		38.75
650-1566-487.34-10	08/18/2011	ACCOUNTS PAYABLE	11608023		02/2012		1,208.51

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650-1566-487.34-10	08/18/2011	ACCOUNTS PAYABLE	11608049		02/2012		2,535.50
650-1566-487.34-10	08/18/2011	NW	12693917		02/2012		3,950.16
211-3132-433.34-10	08/18/2011	STREETS/TRAFFIC	17403577		02/2012		.18
211-3132-433.34-10	08/18/2011	STREETS/TRAFFIC	17488966		02/2012		.48
10-5112-452.34-10	08/18/2011	PARKS	18366666		02/2012		35.87
08/19/2011	748038	RDO EQUIPMENT CO. 17861					6,205.00
502-7500-609.53-33	08/10/2011	MISC SERVICES	P50499	286583	02/2012		470.00
512-8500-625.53-33	08/10/2011	MISC SERVICES	R05343	286583	02/2012		900.00
512-8500-625.53-33	08/10/2011	MISC SERVICES	R05361	286583	02/2012		2,500.00
502-7500-609.53-33	08/10/2011	MISC SERVICES	R05362	286583	02/2012		2,335.00
08/19/2011	748044	RIVERSIDE SAND & GRAVEL INC 19447					476,356.01
205-3131-433.93-90	08/16/2011	WO1103 STREET MAINTENANCE	1	282178	02/2012		72,776.62
205-3131-433.93-90	06/30/2011	WO1103 STREET MAINTENANCE	1	282178	13/2011		403,579.39
438-0000-201.10-00	06/30/2011	WO0821 LAKE ELMO	RET CORRECTION	274940	13/2011		6,182.18
205-0000-201.10-00	06/30/2011	WO0821 LAKE ELMO	RET CORRECTION	274940	13/2011		6,182.18-
08/19/2011	748055	SANDERSON STEWART 20446					112,801.81
503-7591-609.93-40	06/30/2011	WO1101 WATER REPLACEMENTS	32698	279237	13/2011		18,065.83
512-8211-621.35-40	06/30/2011	REHBERG RNCH LAND APP	32697	282180	13/2011		6,216.08
503-7591-609.93-40	08/17/2011	WO1101 WATER REPLACEMENTS	32698	279237	02/2012		87,318.13
512-8211-621.35-40	08/17/2011	REHBERG RANCH LAND APP	32697	282180	02/2012		1,201.77
08/19/2011	748061	SHERWIN WILLIAMS COMPANY 21749					26,500.90
211-3132-433.23-40	08/18/2011	PAINT,COATINGS, WALLPAPER	914966715	285139	02/2012		4,988.50
211-3132-433.23-40	08/18/2011	PAINT,COATINGS, WALLPAPER	914973207	285139	02/2012		2,494.25
211-3132-433.23-40	08/18/2011	PAINT,COATINGS, WALLPAPER	914973208	285139	02/2012		1,558.40
211-3132-433.23-40	08/18/2011	PAINT,COATINGS, WALLPAPER	914978732	285139	02/2012		17,459.75
08/19/2011	748071	STEWART TITLE OF BILLINGS 17985					15,000.00
280-6581-464.72-77	08/17/2011	MEGAN KORF, 1946 ALDERSON	1ST TIME HB	286703	02/2012		15,000.00
08/19/2011	748086	TOWN & COUNTRY SUPPLY ASSOCIAT 18295					58,481.80
601-0000-141.00-00	08/11/2011	LF	86537		02/2012		12,473.20
601-0000-141.00-00	08/16/2011	MP	86335		02/2012		5,003.55
601-0000-141.00-00	08/16/2011	MP	86773		02/2012		22,355.29
150-2226-422.23-10	08/16/2011	FIRE6:DIESEL/127 GALLONS	76966 FIRE6	285709	02/2012		405.47
150-2226-422.23-10	08/16/2011	FIRE3:DIESEL/203 GALLONS	76967 FIRE3	285709	02/2012		648.12
150-2226-422.23-10	08/16/2011	FIRE5/DIESEL 8/15/2011	76968 FIRE5	285709	02/2012		1,267.50
561-7118-711.23-13	08/15/2011	INVOICE #86327	86327-1	F13286	02/2012		13,722.80
502-0000-141.00-00	08/17/2011	WATER PARTS AND SUPPLIES	76964 86330		02/2012		1,034.12
872-5198-452.36-50	08/17/2011	FERTILIZER FOR PMD'S	104398	286696	02/2012		214.20
872-5198-452.36-50	08/17/2011	FERTILIZER FOR PMD'S	104398	286696	02/2012		142.80
872-5198-452.36-50	08/17/2011	FERTILIZER FOR PMD'S	104398	286696	02/2012		107.10
872-5198-452.36-50	08/17/2011	FERTILIZER FOR PMD'S	104398	286696	02/2012		107.10
872-5198-452.36-50	08/17/2011	FERTILIZER FOR PMD'S	104398	286696	02/2012		142.80
872-5198-452.36-50	08/17/2011	FERTILIZER FOR PMD'S	104407	286696	02/2012		143.75
872-5198-452.36-50	08/17/2011	FERTILIZER FOR PMD'S	104467	286696	02/2012		357.00
872-5198-452.36-50	08/17/2011	FERTILIZER FOR PMD'S	104467	286696	02/2012		249.90

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ACCOUNT #		TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
872-5198-452.36-50		08/17/2011	FERTILIZER FOR PMD'S	104467	286696	02/2012	107.10
08/19/2011	748087	TRACTOR & EQUIPMENT	3775				3,069.13
541-3123-435.23-20		08/11/2011	FILTERS	BLCS0492878	286270	02/2012	145.50
541-3122-435.23-20		08/15/2011	MP	BLW00124404	286680	02/2012	1,054.60
541-3122-435.23-20		08/15/2011	MP	BLW00124466	286680	02/2012	590.05
541-3123-435.23-20		08/16/2011	MP	BLW00123596	286702	02/2012	796.63
211-3132-433.23-20		08/17/2011	MP	SGW00041025	286751	02/2012	482.35
08/19/2011	748088	TREASURE STATE PLUMBING	3787				5,950.00
10-5112-452.36-90		06/30/2011	PUMP REPAIR	32306	286692	13/2011	5,950.00
08/19/2011	748098	WESTERN ENGINEERED SOLUTIONS	17878				3,365.52
512-8400-623.24-50		08/16/2011	MISC SERVICES	622549	286727	02/2012	3,365.52
08/19/2011	748099	WESTERN MUNICIPAL CONSTRUCTION	11742				520,693.47
503-7591-609.93-40		08/16/2011	WO1101 WATER REPLACEMENTS	2	284453	02/2012	520,693.47
08/19/2011	748100	WHITE HEATING & AIR CONDITIONI	14893				2,575.00
502-7314-602.24-50		08/17/2011	NONSTOCKING ITEMS-P.U.D.	20609	286710	02/2012	1,575.13
512-8314-622.24-50		08/17/2011	NONSTOCKING ITEMS-P.U.D.	20609	286710	02/2012	999.87

DATE RANGE TOTAL * 2,681,428.49 *

Regular City Council Meeting
Meeting Date: 09/12/2011
TITLE: Teamsters Contract Ratification
PRESENTED BY: Tina Volek
Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

A 2-year agreement with Teamster Local 190 tentatively was reached on Aug. 16, 2011. The contract is scheduled to be voted on by Teamsters members the week of Aug. 29th. Pending approval of that group, the contract now comes to the City Council for ratification. The contract covers a period from July 1, 2011, through June 30, 2013.

The proposed contract includes the following changes:

- A 0% cost of living adjustment (COLA) for fiscal year (FY) 2011 and a 2.5% COLA for FY 12 for Teamsters employees, the same increases as the Council previously approved for the same period for the Montana Public Employees Association -- Billings Police Chapter;
- A $950 City contribution per non-probationary Teamster employee in each year of the contract toward either the ICMA or Nationwide 457 deferred compensation plans, as selected by the employee;
- Standby pay increases of 20 cents per hour for Airport Rescue and Fire Fighter (ARFF) employees from Oct. 1 through March 31 and 15 cents per hour for other Teamster employees in the first year of the contract; and 18 cents per hour for all employees in the second year of the contract;
- Shift differential increases of 10 cents per hour for the afternoon shift (6 p.m. to midnight) and 10 cents per hour for the graveyard shift (midnight to 6 a.m.) for all Teamsters who work those shifts;
- A $130 increase in annual uniform allowances and provision of a rain suit, if requested, for MET Transit drivers;
- Parks and Recreation employees' shifts to be modified from a 6:30 to 3 p.m. shift year-round to a 6 a.m. to 2:30 p.m. shift April 15 through the Friday preceding Labor Day and from 7 a.m. to 3:30 p.m. the rest of the year; and
- Clarifications of safety provisions for all employees and promotional procedures at the Water and Wastewater Treatment plants.

The standby and shift differential pay increases are the first that have been negotiated with Teamsters in about a decade. With a 0% COLA and anticipated significant health insurance premium increases, Teamster employees are expected to take home less pay in FY 2011 than they did in FY 2010.

A simple majority vote of the Council Members present is needed for approval. The revised agreement is attached with additions shown in bold and underlined and deletions shown as strikeouts.

ALTERNATIVES ANALYZED

The Council may:

- Ratify the contract; or
- Direct staff to modify the contract, which will lead to renewed negotiations; or
- Decline to approve the contract, which will lead to renewed negotiations.

FINANCIAL IMPACT

Additional costs of the proposed contract for each year are expected to be:

Year 1: Total $405,963

• $950 deferred compensation contribution per non-probationary employee	$361,233
• Standby pay increase	$ 17,400
• Shift differential increase	$ 22,000
• MET uniforms increase	$ 5,330

Year 2: Total $460,180

• 2.5% Cost of Living Adjustment (COLA)	$439,880
• Standby pay increase	$ 20,300

A 1-year contract with the Teamsters approved by the Council in September 2010 cost $520, 925, including a 2.9% COLA.

RECOMMENDATION

Staff recommends that the City Council ratify the contract.

APPROVED BY CITY ADMINISTRATOR

Attachments

Agreement

A G R E E M E N T

TEAMSTERS - LOCAL 190
AND
CITY OF BILLINGS

EFFECTIVE DATES:

JULY 1, ~~2010~~ 2011
through
JUNE 30, ~~2011~~ 2013

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Departmental Order, Order Number 019B, Subject: Airport Standby/Pager Policy
Departmental Order, Order Number 20, Subject: ARFF/AFM Division Holiday Pay Policy
Letter of Understanding, Winter Overtime policy for the Department of Aviation & Transit ARFF/AFM employees.
Memorandum of Understanding on the City/County 911 Center breaks
Memorandum of Understanding regarding the Administrative Review Process
Memorandum of Understanding regarding City Ordinance Safety Issues
~~Memorandum of Understanding regarding Street/Traffic Vacation Selection Procedure~~
~~Memorandum of Understanding regarding Wastewater Division Shift Bidding~~
Memorandum of Understanding regarding Motor Pool Mechanics II' Paid at Range 180
~~Memorandum of Understanding regarding BUFSA~~
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Teamster Range Placement Table

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Random Drug/Alcohol and Reasonable Suspicion Policy

P R E A M B L E

THE CITY OF BILLINGS, MONTANA, hereinafter referred to as "Employer" and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 190, hereinafter referred to as "Union," have agreed as follows:

ARTICLE 1 - RECOGNITION

1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for all City employees in the classifications listed in Attachment A.

A temporary employee is defined as an employee that is hired to temporarily replace an absent full-time employee or to fill in for a heavy workload in a particular work unit.

The City agrees that any temporary or on-call employee will be a member of the bargaining unit if that employee works for more than 1,056 hours or 182 days, whichever comes first in a 365-day period in any twelve-month period.

Due to the nature of recreation programs, temporary employees in the Recreation Division may work more than 1,056 hours or 182 days, whichever comes first in a 365-day cycle. These temporary employees customarily work on a variety of programs.

The City agrees that no temporary or on-call employee will be used to circumvent any part of the labor agreement. When overtime is required, members of the bargaining unit will have the option of working the overtime.

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 The Union recognizes the prerogative of the City to unilaterally operate its affairs in all respects in accordance with its responsibilities; and the powers, discretion, or authority which the City has not expressly granted to the Union by this Agreement are retained by the City, and in such areas as, but not limited to the following, to-wit:

A. Direct employees;

B. Hire, promote, transfer, assign, and retain employees;

C. Relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive;

D. Maintaining the efficiency of government operations;

E. Determine the methods, means, job classifications, and personnel by which operations of the City of Billings are to be conducted;

F. Taking whatever actions may be necessary to carry out the mission of the City of Billings in situations of emergency;

G. Establishing the methods, standards, and processes by which work is to be performed;

H. Scheduling and assigning work, including overtime and leaves, in a manner most advantageous to the City and its requirements subject to seniority and qualifications.

2.2 The Union recognizes that the Employer has statutory and other rights and obligations in contracting for matters relating to municipal operation. The right of contracting or subcontracting is vested in Employer; however, it is recognized that this right is a concern to the Union and its members. The City agrees that no contract or subcontract that would directly impact the Union or its members will be entered into without an evaluation of the total economics involved in that operation as it relates to the public good. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members.

ARTICLE 3 - UNION SECURITY

3.1 Membership in the Local Union is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Local Union. Neither party shall exert any pressure on, or discriminate against, an employee as regards such matters.

3.2 Membership in the Local Union is separate, apart and distinct from the assumption by one of equal obligation to the extent that he/she receives equal benefits. The Local Union is required under this Agreement to represent and to provide all rights and benefits to all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Local Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Local Union, and this Agreement has been executed by the City of Billings after it has satisfied itself that the Local Union is the choice of a majority of the employees in the bargaining unit. Accordingly, each employee in the bargaining unit shall assume an equal share of the obligation along with a grant of equal benefits contained in this Agreement.

3.3 In accordance with the policy set forth in this Section all employees shall, as a condition of continued employment, pay to the Local Union, the employees exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Local Union, which shall be limited to an amount of money equal to the Local Union's regular and usual initiation fees, and its regular and usual dues.

3.4 All present employees who are members of the Local Union on the effective date of the execution of this Agreement shall remain members of the Local Union in good standing as a condition of employment. All employees who are not members upon the execution of the Agreement shall come under the provision of this Article twelve (12) calendar months after the date of execution of this Agreement, as a condition of employment. All new hires shall come under the provision of this Article twelve (12) calendar months after their date of hire, as a condition of employment. Employees who fail to comply shall be discharged by the Employer within fifteen (15) calendar days after receipt of written notice from the Union, unless the employee complies within the fifteen (15) day period.

3.5 The Employer agrees to accept and honor voluntary written assignments of wages or salaries due and owing employees covered by this Agreement for initiation, reinstatement, service charges, and dues.

ARTICLE 4 - SENIORITY

4.1 Seniority means an employee's length of continuous service with his or her division and shall be computed from the date the employee began service in the division, except in cases where the employee is forced to transfer to a different division by the City. In those cases the employee will take his/her seniority with them to the new division.

A. To be absent from the job due to a leave without pay exceeding 180 calendar days will be considered lost time for the purpose of seniority, however, previous service upon reemployment shall count toward seniority.

B. To be absent from the job due to involuntary active military leave will not affect seniority. Such time spent in military service will count towards seniority.

C. An employee's continuous service for purpose of seniority shall be broken by voluntary resignation, discharge for justifiable cause, and retirement.

D. Absences due to injury in the line of duty shall be considered as time worked for the purposes of determining seniority.

4.2 Layoffs, caused by reduction in force within an affected division, shall be determined by job title and City-wide seniority. Employees, who are scheduled to be laid off, shall be given as much advance notice as is practical, with a minimum of forty-five (45) calendar days. Employees scheduled to be laid off will be allowed to bump other less senior employees within their same job title. No other bumping rights are available to affected employees. Employees, who are laid off, will be offered re-employment in the inverse order of the lay-off when they are needed again, provided they are still qualified to perform the duties of the position. All recall rights for employees laid off expire twenty-four (24) months from the layoff date.

The Employer shall notify such employees to return to work and furnish the Union a copy of such notification; and if the employee fails to notify the Employer within five (5) calendar days of his/her intention to return to work, the employee shall be considered as having forfeited his/her right of re-employment. It shall be the employee's responsibility to maintain a current notification address with the Employer.

4.3 The Employer shall post, by division, an updated, accurate seniority list in January of each year. The Employer also agrees to supply copies of those lists to the Union and, in addition, agrees to provide to Union an updated list at any time during the calendar year that Union requests such an update in writing. Employees may protest their seniority designation through the usual grievance procedure if they have cause to believe an error has been made.

4.4 In the Met Transit division, there will be three (3) separate seniority lists which shall be based on the following job classifications: 1) Transit Operator and On-Call Driver, 2) Transit Service Dispatcher and Senior Office Assistant, 3) Transit Mechanic II, Vehicle Service Technician and Transit Service Worker.

ARTICLE 5 - SETTLEMENT OF DISPUTES

5.1 A grievance is defined as a dispute or a difference of interpretation between a non-probationary employee and the Employer involving an economic or disciplinary issue as expressly provided in the terms of the Agreement. Disciplinary actions, involving warning letters, suspension, or discharge shall be grievable; all lesser disciplinary actions are not grievable. If a number of employees have a grievance, involving the same issue(s), the grievance shall be filed as one (1) joint grievance.

5.2 Employees, designated by the Union as Stewards, must be certified in writing to the Employer. A steward shall be authorized a reasonable amount of time to process a grievance during regular work hours, provided the Steward has the Supervisor's approval and does not disrupt the work of others. A Steward, who cannot be released upon request, due to work requirements, will be released as soon as work permits, but no later than the beginning of his or her next scheduled shift. An updated steward list shall be provided to City Human Resources in January of each year. The Union also agrees to supply an updated steward list anytime during the calendar year that the City requests such an update in writing.

5.3 Failure to comply with the established formal procedures provided in this Article shall constitute a waiver to continue the grievance process by the party in default.

5.4 Grievance and Arbitration Process:

Step 1: An employee, who has a grievance, shall, meet with his or her supervisor to orally discuss the issue and submit the grievance, in writing, to their supervisor. The written grievance must contain the following minimal information:

1. The name and signature of the grievant; (The signature requirements shall be waived if the grievant is physically unable to sign the grievance form.)

2. The date the grievance occurred;

3. The issue and nature of the grievance;

4. The terms of the Agreement in dispute; and

5. The adjustment sought.

The grievance must be initiated no later than ten (10) business days after the grievable act occurred or the first opportunity to have reasonably had knowledge of its occurrence. The supervisor’s response to the grievance shall be in writing and within ten (10) business days of the Step 1 meeting.

Step 2: The Union Business Representative may file an employee’s formal grievance with the Employer. The formal grievance must be in a jointly agreed upon written form containing as a minimum:

1. The name and signature of the grievant; (The signature requirements shall be waived if the grievant is physically unable to sign the grievance form.)

2. The date the grievance occurred;

3. The issue and nature of the grievance;

4. The terms of the Agreement in dispute; and

5. The adjustment sought.

The grievance must be filed with the Human Resources Manager within ten (10) business days of the written Step 1 response from the supervisor.

Within ten (10) business days of receipt of the grievance, a meeting will be held between the key individuals in the grievance including: the employee, the Union Steward, the Union Business agent, the supervisor, the Superintendent/Division Manager and a representative from Human Resources Office to discuss the grievance. Management will set up this meeting and will respond to the grievance in writing within ten (10) business days after the meeting is held.

Step 3: If the grievance has not been resolved, within ten (10) business days of the Step 2 response, a meeting will be held between the Department Head, the City Administrator, the Union Business Agent, the Union Steward, and the Human Resources Manager (or designated representative) to discuss the grievance. A management representative will respond in writing with an answer to the grievance within ten (10) business days after the meeting is held.

Step 4: If the grievance is not resolved based on management's response in Step 3, the Union may, within ten (10) business days of the City's response, notify the Human Resources Manager in writing of the Union's intention to submit the grievance to final and binding arbitration. The Union shall request the Federal Mediation and Conciliation Service, the MT Department of Labor, or the American Arbitration Association to provide a list of seven (7) arbitrators. The parties, shall, within fifteen (15) business days of the receipt of the list, select the arbitrator by the method of alternately striking names with the parties flipping a coin to determine who strikes the first name. The final name left on the list shall be the arbitrator.

The arbitrator chosen will be contacted immediately and asked to start proceedings at the earliest possible date. During the arbitration

proceedings, all evidence shall be presented. The arbitrator's decision shall be final and binding on both parties, but he shall not have the power to alter the terms of this Agreement, City Ordinance, State, or Federal Law. His decision shall be within the scope and terms of this Agreement and he shall be requested to issue his decision as soon as possible after the conclusion of the proceedings, including filing of briefs, if any. Expenses for the arbitrator's services shall be borne equally by the City and the Union.

A. Other persons may replace any position mentioned in the above procedures, so long as the other party is notified in advance and provided that such appointee has full authority to act in the capacity of the person replaced.

B. All disputes, controversies, or claims that are grievable (see section 5.1) must first proceed through the grievance procedure before then advancing to either arbitration or an alternative review process. An employee, who chooses an alternative review process, such as the Courts, State Agencies, or similar recognized judicial bodies, waives all rights for further review of his grievance through this Agreement's arbitration process.

C. It is understood and agreed that when an employee files a grievance, the act of filing such a grievance shall constitute his authorization to the Employer to reveal to the participants in the grievance procedure any and all information available to the Employer relating to said grievance. Such filing shall further constitute a release of the Employer from any and all claimed liability by reason of such disclosure.

D. Time limits at any stage of the grievance procedure may be extended by written mutual agreement of the parties at that step.

E. Business days shall be defined as Monday through Friday, excluding recognized City of Billings holidays.

5.5 ADMINISTRATIVE REVIEW PROCESS: The City shall make available an Administrative Review Process to employees for non-grievable contractual disputes. A representative of the Union may accompany the employee. The Administrative Review Board shall be made up of three (3) individuals - one (1) selected by the City Administrator, one (1) selected by the Union, and one (1) selected by mutual agreement of the Union and the City. The Administrative Review Board's authority is restricted to a communication device between the employee and management. The Board will act as a third party in clarifying the positions of both sides, settling non-grievable disputes, and give suggestions for

enhanced future communications between the parties. Furthermore, the Board has no authority to grant any type of economic settlement whatsoever. In addition, any portion of a presented dispute will not be heard if the employee could have grieved the issue under the terms of the Collective Bargaining Agreement.

ARTICLE 6 - HOURS OF WORK AND OVERTIME

6.1 WORKWEEK: A workweek is a regularly recurring period of one hundred sixty eight (168) hours, in the form of seven (7) consecutive twenty-four (24) hour periods. The workweek need not coincide with the calendar week; it may begin any day of the week and any hour of the day unless otherwise specified in the supplement hereto. Each workweek stands alone. The beginning of the workweek may be changed if the change is intended to be permanent and is not designed to evade the overtime requirements of this Agreement.

6.2 SHIFTS/SHIFT CHANGE: All employees shall normally be scheduled to work a regular shift and each work shift shall have a regular starting and quitting time. Schedules may be changed by giving seventy-two (72) hours notice to the affected employee(s), unless a shorter change is agreed to by the employee(s). Both parties understand, however, that emergencies may require a shift change and the notification of less than twenty-four (24) hours.

6.3 WORK SCHEDULES: Work schedules showing the employees, shifts, workdays, and hours, shall be posted on all department bulletin boards at all times.

When new/revised work schedules are prepared, management will endeavor to post said schedule changes at least two (2) weeks before the schedule's start date.

6.4 LUNCH PERIODS: All employees shall be granted a lunch period during each work shift consisting of more than four (4) hours. Whenever possible, the lunch period shall be scheduled at the middle of each shift. Shift workers may be required to eat lunch on the job during regular work hours in which case lunch shall be included as time worked.

6.5 HOURS OF DUTY: The normal working hours for full time members affected by this Agreement shall be forty (40) hours per week. Schedules calling for shifts other than five (5) eight (8) hour workdays per week may be implemented by the following conditions:

A. Mutual agreement between the parties to this Agreement.

B. The consent of the majority of the work crew or division if deemed by the City to be necessary for the efficient operation of that function.

C. Either party to this Agreement may initiate a request to introduce a shift greater than the eight (8) hour day.

D. PRPL Parks' division employees will be scheduled five (5) eight (8) hour days from 6:00 a.m. to 2:30 p.m. from ~~May 1st through September 30th~~ April 15th through the Friday preceding Labor Day. Employees will be scheduled from ~~6:30~~ 7:00 a.m. to ~~3:00~~ 3:30 p.m. from the Tuesday following Labor Day through April 14th. ~~October 1st through April 30th.~~

6.6 BREAKS: Employees shall be entitled to two (2) fifteen (15) minute paid rest periods, one (1) approximately midway during the first four (4) hours and the second approximately midway during the balance of the employees' shift. Shifts of less than seven (7) hours are entitled to one (1) fifteen minute paid rest period except those employees who receive no lunch break and work six (6) hours; those employees shall receive two (2) fifteen (15) minute paid rest periods. Shifts over eleven (11) hours will receive a third fifteen (15) minute paid rest period.

Such breaks cannot be used to offset coming to work late, leaving work early, or to extend the meal period. All breaks are subject to operational requirements and workloads.

ARTICLE 7 – COMPENSATION

7.~~2~~1 Effective July 1, ~~2010~~ 2011, the base wage for each employee shall be increased by ~~2.9~~ 0%. ~~and non-economic issues will be limited to no more than five issues per side for the next bargaining session in 2011.~~

Effective July 1, 2012, the base wage for each employee shall be increased 2.5%.

7.2 Deferred Compensation: The City agrees to contribute $950.04 per employee per year through the end of the contract into a deferred compensation program. It shall be paid at the rate of $36.54 per pay period. If an employee leaves employment with the City, then the 457 contribution will be discontinued with the employee's final date of employment. Contributions will be made by the City on each employee's behalf to either Nationwide or ICMA 457 plans, whichever is designated by the employee. Payment will be retroactive to July 1,

2011. This contribution applies to non-probationary Teamster members.

7.~~5~~3 HIGHER CLASSIFICATION: Whenever an employee performs work in a higher classification at the direction of a supervisor, such employee shall receive the higher rate of pay for all hours worked in the higher classification. The term "performs work in a higher classification" means the employee must perform at least one (1) job duty that is in the higher classification job description, but not in the employee's regular job description. The employee will be paid higher classification pay only for the time when they are performing job duties that are not in the employee's regular job description. Employees will be paid at the step in the higher-grade position corresponding to their current step in their present position. Employees who are being cross-trained are excluded. (See 10.9).

7.~~6~~4 STANDBY PAY: Employees who are required by the appropriate authority to remain available at all times, while off regular duty, on standby for emergency call-outs, shall be compensated for all standby time at the following rate: ~~$1.30 per hour.~~ Effective July 1, 2011, standby pay will be $1.45 per hour. On July 1, 2012, standby pay will be increased to $1.63 per hour. ARFF employees shall receive an additional $0.05 per hour from October 1st through March 31st.

Employees, who are on standby status, must be fit for duty, and not under the influence of drugs or alcohol and furnish the appropriate authority or otherwise designated persons a valid telephone number or other method at which the employee may be immediately contacted. Employees who are on standby will be available at all times by telephone, pager, or cell phone. After notification, employees must immediately respond to the page or phone call and report to work immediately. Standby pay shall be interrupted for all actual hours paid at the overtime rate. Call out/overtime pay begins upon notification to report provided the employee arrives within 45 minutes of receiving the call. Employees reporting beyond the 45 minute window will commence pay upon arriving at a city facility or worksite.

Employees who live within a five (5) mile radius from the city limits ~~the Billings Urban Fire Service Area (BUFSA)~~ whose duties include utilizing City service vehicles in conjunction with their standby for emergency call outs shall be allowed to take the service vehicle home with them. ~~(** Please refer to the Memorandum of Understanding, Section 7.6 Standby Pay, attached to the back of this contract for clarification of take-home service vehicles.)~~

When a regularly scheduled ARFF/ARM employee is assigned in advance (on a posted schedule) standby, which falls on his/her day off, it shall be for their entire time off on that day.

An employee who receives a telephone call for the purpose of troubleshooting problems but who does not report to a jobsite or city facility shall be compensated a minimum of 15 minutes pay or actual time for each issue. Employees are required to initiate calls to offsite employees using a city phone.

7.~~7~~5 LONGEVITY PAY: In addition to the base salary, each employee shall receive longevity pay for the continuous satisfactory service with the City. Continuous service shall be terminated by resignation, dismissal or retirement; and interrupted by a leave without pay in excess of one hundred eighty (180) days. Workers Compensation leaves of absence will not be considered to be an interruption in service for longevity purposes. Longevity pay shall be computed as follows:

Longevity Pay (amounts below are per pay period for each completed year of service).

After year 6 -	$2.68
After year 11 -	$2.91
After year 15 -	$3.01
After year 20 -	$3.11

7.~~8~~6 SHIFT DIFFERENTIAL PAY: A shift differential pay will be paid, in addition to their regular base pay, to any employee required to work the majority of a scheduled work shift, in accordance with the provision listed below:

Afternoon Shift - (6:00 p.m. - midnight) - ~~$0.45~~ $0.55 per hour.

Graveyard Shift - (midnight to 6:00 a.m.) - ~~$0.60~~ $0.70 per hour.

Differential pay shall only be paid for actual hours worked. If the majority of the employee's shift encompasses the above listed hours, the entire shift shall be compensated for at the above listed rates.

7.~~9~~ 7 OVERTIME: Employees required to work more than their normal work shift at the direction of a proper city authority shall be compensated at a rate of one and one-half (1 1/2) times the regular base hourly rate in fifteen (15) minute increments. Except at MET Transit, where overtime shall be paid after 40 hours per week. In addition, at MET Transit, any after-shift meetings shall be paid for at the overtime rate. Also, in the MET Special Transit area, the City shall have

the right to dispatch the closest driver to a call at the end of the day. However, all scheduled overtime shall be awarded per contract/per seniority.

The employer shall determine the overtime work to be conducted and such work shall be awarded to the senior qualified employee wanting to perform the overtime work. Should no senior employee wish to perform the work in question it shall be assigned to the most junior qualified employee.

Employees who are on sick leave for a full, regularly scheduled work day will not be considered for overtime assignments. Employees who are on vacation or otherwise off duty on a regularly scheduled work day shall notify their supervisor in writing in advance stating they desire to be considered for overtime assignments during their leave.

All previous letters of understanding on the issue of assignment of overtime work shall be null and void when computing overtime.

In order to maintain consistent and efficient operations during snow removal, the Aviation and Transit Department, ARFF/AFM Division may deviate from the seniority language in Article 2, Section 2.1.H. to allow the scheduling of snow removal crews in a manner that maintains consistency with regard to assigned functions (ARFF or AFM work groups) and work shifts. Every effort will be made to limit short turn-a-round shifts and movement between morning and nighttime shift rotations. During all other overtime conditions, the ARFF/AFM Division will adhere Article 2. Section 2.1.H. when assigning overtime.

When an employee is working on a specific task, which is not completed by the end of his/her shift, and the City determines that the task should be completed on an overtime basis, the employee shall be assigned to do the overtime work. However, if at the time the task is begun, the City can reasonably anticipate that the task will extend beyond the end of the shift, and that overtime work will be required, the City shall, to the extent practical, offer the opportunity to perform the task to the qualified employee(s) with higher seniority. Should the employee(s) with the higher seniority refuse the work, the least senior employee will perform the work.

If an employee elects to work an overtime shift and then fails to cover that shift, then the employee will lose his/her right to bid the next available overtime shift, with the exception of voluntary shifts that have already been assigned to the employee.

7.~~10~~8 COMPENSATORY TIME: Employees may accumulate up to two hundred ~~twenty~~ forty (240) ~~(220)~~ holiday/overtime hours of compensatory time to be taken by request after being granted time off by their supervisor. After two hundred

~~twenty~~ forty (240) ~~(220)~~ hours have been accumulated, the employee must accept pay for the holiday/overtime worked. If an employee provides a written request to Human Resources, their accumulated compensatory time may be cashed out.

In the Department of Aviation and Transit, employees may accumulate up to two hundred forty (240) ~~220~~ holiday/overtime hours of compensatory time. However, employees in the Aviation Division may only be granted up to 120 hours of comp time off per contract year. However, if/when an employee has a qualified FMLA request or when their sick leave bank has been depleted, then the employee can use all their accumulated comp time bank. Any remaining time can be cashed out by the employee per the above paragraph.

7.~~11~~9 CALL OUTS AND COURT TIME: An employee who has left the job site and is called back to work or called to appear before a judicial criminal review body, outside of the employee's regularly scheduled work hours, shall be compensated at a rate of one and one-half (1 ½) times the employee's regular rate of pay for a minimum of two (2) hours. In the event the call out extends into the employee's regularly scheduled work shift, the time and one-half (1 ½) rate of pay shall be paid for only the actual time spent before the regular shift started.

7.1~~2~~0 NO PYRAMIDING: Nothing contained in this Agreement shall be interpreted as requiring a duplication or pyramiding of Holidays, Call-out and Court Time, Stand-By, Training Time or other form of overtime payments involving the same hours of labor.

7.1~~3~~1 COMPENSATION FOR TRAINING: The Employer ~~agrees to~~ will compensate the employee for training attendance when all of the following conditions are met:

- The attendance is within normal working hours or the Employer adjusts the work schedule to accommodate the training.
- The attendance is required by the Employer. ~~"Required" means licensure or certification needed to maintain the employee's job.~~
- The training is directly related to the employee's current job assignment.

Travel time will be considered time worked when all of the following conditions are met:

- The employee travels during normal working hours, regardless of the day of the week.

- When required to stay overnight in another city.

An employee's shift shall be adjusted in order to prevent the employee from having to initiate travel immediately after the completion of his/her shift.

7.142 COMMERCIAL DRIVER'S LICENSE: The City will pay for time spent in taking the required test for "commercial driver's license." The City will pay for the cost of renewals and endorsements for those employees required to have such as part of their position requirements. (This applies to renewals and promotions only - not new hires.) Any employee required to obtain this license as a condition of employment and encounters difficulties in passing the required tests shall be given a sixty day (60) leave of absence without pay while attempting to pass said tests. This leave shall be granted providing the employee makes a bonafide attempt to pass the test at every available opportunity.

7.153 PHYSICAL/MENTAL EXAMS: Physical and/or mental examinations required by the City shall be promptly complied with by all employees. The City must have a valid reason to require such examination and provide the reason in writing if requested. The City shall pay for all such required exams and for all time spent at the place of the exam. The City reserves the right to select its own medical examiner or physician, and the employee may be re-examined at his/her own expense.

7.164 LEADWORKERS: Non-supervisory employees, who are assigned a limited responsibility for supervising the work performed by their co-workers, may be designated as a Leadworker. Leadworkers may assume and exercise supervisory responsibilities and authorities up to, but not including, the full definition of a Supervisor as specified in State Law. Leadworker assignments must be initiated and terminated with the Department Head's approval. A Leadworker position must be posted in the appropriate division/department to allow interested employees to apply. Assignments may be made for indeterminate periods of duration.

A. Leadworker Rates of Pay: Employees assigned as Leadworkers shall be paid at a base rate that exceeds their normal base rate by two (2) pay grade increments (approximately 10%) for the duration of the assignment, providing:

1. the Leadworkers assignment is scheduled to exceed one (1) full regular shift in duration.

2. the Leadworker assigned is classified at the same or a lower pay grade than the co-workers that he or she is supervising. Leadworkers, who are classified at two (2) or more pay grade

increments, shall not qualify for any additional pay; as relating to their Leadworker assignment.

ARTICLE 8 - LEAVES OF ABSENCE

8.1 VACATIONS:

A. Each full-time employee is entitled to and shall earn annual vacation leave credits from the first full pay period of employment. For calculating vacation leave credits, two thousand eighty (2,080) hours (52 weeks x 40 hours) shall equal one (1) year. Proportionate vacation leave credits shall be earned and credited at the end of each pay period. However, employees are not entitled to any vacation leave with pay until they have been employed for a period of six (6) months. Vacation leave credits shall be earned at a yearly rate in accordance with the following schedule:

Years of Employment	Working Days (8 Hours) Credit Per Year
1 Full Pay Period through 10 Years	15
11 Years through 15 Years	18
16 Years through 20 Years	21
21 Years and More	24

Permanent part-time employees are entitled to prorated annual vacation benefits once they have been employed by the City for a period of six (6) months.

B. Separation from service or transfer to another department - cash for unused vacation leave. An employee who terminates his employment with the Employer shall be entitled upon the date of such termination to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying period. However, if an employee transfers within the Employer's jurisdiction, there shall be no cash compensation paid for unused vacation leave. In such a transfer, the receiving department shall assume the liability for the accrued vacation credits transferred with the employee.

C. Accumulation of leave - "Annual Leave" may be accumulated to a total not to exceed two (2) times the maximum number of days earned annually as of the last day of any calendar year. Excess vacation time is not forfeited if taken within ninety (90) calendar days from the last day of the calendar year in which the excess was accrued.

D. Vacation leave shall not accrue during a leave of absence without pay, the duration of which exceeds fifteen (15) days.

E. Unused earned vacation and/or compensatory time shall be paid to the employee at his/her regular rate of pay at the time of separation from service.

F. In the event of death of an employee, a check for the unused earned vacation time shall be made out to the employee at his/her regular rate of pay and given to the beneficiary listed on the City's life insurance policy.

G. The dates when employee's vacations shall be granted shall be determined by agreement between each employee and their supervisor, with regard to division seniority. The Employer will not unreasonably cancel an employee's vacation. When canceling vacation, the Employer will notify the employee in writing at least two (2) weeks in advance of the scheduled vacation time with the reason for the cancellation, except in emergency situations affecting the health, welfare, and safety of the City. Nothing herein shall prevent the Employer and employees from mutually agreeing to changed vacation dates. Employees shall be notified within two (2) weeks as to whether their request for vacation has been granted. Employees shall notify their supervisor in writing at least two (2) weeks in advance of their scheduled vacation if they intend to cancel that vacation. The reason for the cancellation must be included. It is understood by the Employer that there may be emergency situations that would preclude this two (2) week notification.

H. Holidays, including those allowed in lieu of the actual holiday, occurring while an employee is on a paid vacation, shall be earned by the employee and not charged as vacation.

I. Vacation charges shall be charged to the nearest quarter (1/4) hour.

J. Leave of absence without pay may be used to extend regular vacation, with prior approval of the employee's supervisor.

K. It shall be unlawful for the Employer to terminate or separate an employee from his employment in an attempt to circumvent the provisions of the law or of this Agreement.

L. Posting Open Vacations - Communication Center Only

1. Vacation weeks opened by attrition or other reasons shall be re-posted and taken as long as minimum staffing of twenty-four (24) qualified employees are available. If any less than twenty-four (24) qualified employees are available, vacations will be re-posted at the discretion of the Communication Center Manager.

2. All eligible junior employees shall have three (3) weeks of scheduled vacation before vacated weeks are offered to senior employees.

3. Vacation weeks that are re-opened for bid shall be posted and offered to the most senior employee. That senior employee has the right to pass on the week(s) offered. The senior employee will stay on the top of the rotation until he/she takes an additional week. At that time, the next opening will first be offered to the next senior employee, etc. Should all eligible employees get an extra week, any additional weeks will start at the top of the seniority list again.

8.2 SICK LEAVE:

A. Each employee is entitled to and shall earn sick leave credits from the first full pay period of employment. For calculating sick leave credits, two thousand eighty (2,080) hours (52 weeks x 40 hours) shall equal one (1) year. Proportionate sick leave credits shall be earned and credited at the end of each pay period. Full-time employees earn paid sick leave from the first full pay period of employment at the rate of eight (8) hours per month, without restriction as to the number of hours that may accumulate. Employees may use earned sick leave after being employed ninety (90) consecutive days. Part-time employees are entitled to pro-rated sick leave if they have a regularly scheduled work assignment and normally work at least twenty (20) hours per week.

B. An employee may not accrue sick leave credits during a continuous leave of absence without pay, which exceeds fifteen (15), calendar days. Employees are not entitled to be paid for sick leave until they have been continuously employed for ninety (90) calendar days. Upon completion of

the qualifying period, the employee is entitled to the sick leave credits earned.

C. An employee who terminates employment with the Employer is entitled to a lump-sum payment equal to one-fourth (1/4) of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time of such termination of employment. Accrual of sick leave credits for calculating such lump-sum payment shall begin upon July 1, 1971. The payment therefore shall be the responsibility of the Employer. No employee shall forfeit any sick leave rights or benefits accrued prior to July 1, 1971. If an employee transfers to a state or county agency within the Employer's jurisdiction, a lump-sum payment shall not be due. In such a transfer, the receiving agency shall assume liability for the accrued sick leave credits earned after July 1, 1971, and transferred with the employee.

D. An employee who received a lump-sum payment pursuant to this Agreement and who is again employed by the Employer shall not be credited with any sick leave for which the employee has been previously compensated or lost under the sick leave compensation lump-sum payment outlined in 8.2.B. above.

E. Sick leave credits must be earned prior to their use.

F. Sick leave charges in excess of earned sick leave credits may be charged to earned and available annual leave.

G. Sick leave charges shall be charged to the nearest quarter (1/4) hour.

H. Medical appointments, during the employee’s scheduled work shift, shall be charged to sick leave, in quarter (1/4) hour increments. Each absence shall be reported to the supervisor prior to sick leave use.

I. Employees covered by the Worker's Compensation Act are entitled to benefits administered by the Worker's Compensation Division when they suffer injury or illness as a result of their employment. Employees may elect to use sick leave credits or Worker's Compensation payments.

J. Any holidays that fall during a period that an employee is on sick leave will be charged as a holiday and not taken off the total accumulated sick leave.

K. If an employee is sick for seven (7) consecutive working days or more then he/she must provide a return to work notification from a licensed physician upon returning to work. In addition, if an employee is off for more then seven (7) working days, he/she must provide periodic updates as to the healing progress/expected return to work date. Any physician visits needed to obtain the necessary return to work information or update information would be paid for by the employee.

L. Proven abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payments provided for in this Agreement. The Employer must be able to substantiate any charges of sick leave abuse that result in an employee's dismissal and forfeiture of the lump-sum payment. A physician's certificate to substantiate a sick leave charge may be required by an employee's supervisor. In the event an employee is required to furnish a physician's certificate, such expense shall be paid by the Employer. The City reserves the right to select the physician and schedule such appointments. Failure to comply with these requirements may result in disciplinary action. In the event an employee becomes incapable of performing the duties of his regular classification through illness or injury, the Employer may transfer the employee, with the employee's consent, to a position for which the employee is qualified, provided the change can be accomplished without displacing another employee.

M. NECESSARY SICK LEAVE FOR FAMILY: Necessary sick leave for family will be charged against an employee's sick leave credits and shall not exceed a total of forty (40) hours per contract year. This time must be used for an accident, illness, exposure to a contagious disease that required quarantine, or a medical, dental, or vision examination or treatment of an immediate household family member, and/or parents and/or parents-in-law, and must be reported to the supervisor prior to sick leave use. Employees are allowed to use sick leave for family in either a block of time or intermittently, but no less than fifteen (15) minute increments; however, the total time per year may not exceed forty (40) hours.

N. In the event of the death of an employee, a check for one hundred (100) percent of the unused earned sick leave shall be made out to the employee at his/her regular rate of pay.

O. ATTENDANCE INCENTIVE PLAN: There is an attendance incentive plan, which provides up to twenty four (24) hours of additional vacation time per contract year, depending upon the employee's attendance record. The amount of incentive to be awarded will be determined at the end of each contract year. The maximum of twenty-four (24) hours will be reduced, hour for hour, for each hour of sick leave which the employee has used

during the contract year. Funeral leave will not be considered as sick leave when determining attendance incentive awards.

8.3 MATERNITY LEAVE:

A. Maternity leave must be charged against sick leave first, until it is exhausted, then vacation leave and compensatory leave. Sick leave, vacation, and compensatory time must be exhausted prior to going into a leave without pay status.

B. The Employer shall not:

1. Terminate a woman's employment because of her pregnancy, or

2. Refuse to grant the employee a reasonable leave of absence for such pregnancy, or

3. Deny to the employee, who is disabled as a result of the pregnancy, any compensation to which she is entitled as a result of the accumulation of leave benefits accrued pursuant to plans maintained by her Employer; provided that the Employer may require disability as a result of pregnancy to be verified by medical certification that the employee is not able to perform her employment duties, or

4. Retaliate against any employee who files a complaint with the Commission under the provisions of this Section, or

5. Require that an employee take a mandatory maternity leave for an unreasonable length of time.

C. Paternity Leave: For the birth or adoption of a child, the provisions of the Family and Medical Leave Act apply. Time off will first be charged against the employee's sick leave until it is exhausted. Once sick leave is exhausted, the employee will then have time off charged against vacation and compensatory time. Leave without pay will not be authorized until all of sick leave, vacation, and compensatory time is exhausted.

D. These provisions shall also apply when the employee has finalized the adoption of a child.

8.4 HOLIDAYS:

A. Employees shall be granted the following holidays without loss of pay:

1. January 1 - New Year's Day.

2. Third Monday in January - Martin Luther King Day

3. Third Monday in February - Lincoln's and Washington's Birthday.

4. Last Monday in May - Memorial Day.

5. July 4 - Independence Day.

6. First Monday in September - Labor Day.

7. Second Monday in October - Columbus Day.

8. November 11 - Veteran's Day.

9. Fourth Thursday in November - Thanksgiving Day.

10. December 25 - Christmas Day.

11. Every day declared a legal holiday by the Governor of Montana, or the Mayor of Billings.

12. Every day in which a general election is held throughout the State of Montana.

13. Personal Day: Employees are entitled to schedule a personal day off. - This day will be paid at the straight time rate of pay. The day an employee may use as his/her personal day must be scheduled with his/her supervisor the same as a vacation day. The personal day must be taken by the employee between July 1 and June 30, or lost. An employee cannot work on his/her personal day; it must be a day off. Eight (8) hours is the time allowed for an employee to be paid for his/her personal day; however, if the employee works a 10-hour shift, then ten (10) hours is the maximum time allowed for an employee to be paid for their personal day. The maximum number of hours paid by the City for a personal day will not exceed ten (10) hours.

B. Employees required to work on a holiday will be paid at the rate of one and one-half (1 1/2) times the regular rate of pay for hours worked or may accumulate compensatory time at the rate of one and one-half (1 1/2) times the number of hours worked at the employees option.

C. The dates when employee's accumulated compensatory time shall be granted shall be determined by agreement between each employee and their supervisor, to the best interest of Employer, as well as the best interests of each employee.

D. Employees will not be charged vacation or sick leave for holidays that fall while an employee is on authorized vacation or sick leave.

E. When a holiday falls on a full time employee's scheduled day off, the employee shall receive the equivalent of his/her customary work shift at straight time. Employees working a five (5) day, eight (8) hour shift, and not required to work the holiday, shall receive forty (40) hours pay for thirty-two (32) hours work and any work over 32 hours shall be considered overtime. Employees working shifts greater than eight (8) hours will be treated in a like manner.

F. Any full-time employee who is scheduled for a day off on a day which is observed as a city recognized holiday shall be entitled to receive a day off with pay. This would allow a day off with pay in addition to the employee's regularly scheduled day off. By mutual agreement of the supervisor and the employee, the holiday must be taken any day within the workweek in which the recognized holiday falls. In either case, once the holiday is set, it cannot be changed for any reason, including if the employee is sick on the designated holiday. Part-time employees receive pay for the holiday on a pro-rated basis.

8.5 MILITARY LEAVE: An employee who is a member of the organized National Guard of the State of Montana or who is a member of the organized reserve corps, or forces of the United States Army, Navy, Marine Corps, Air Force, or Coast Guard, shall be given leave of absence with pay, after six (6) months of employment, for attending regular encampments, training cruises, or similar training programs, not to exceed fifteen (15) working days per calendar year under military orders properly issued by military authorities. Such absence shall not be charged against other leave credits earned by the employee. Paid military leave is not intended for weekend duty or regularly recurring drill.

8.6 FUNERAL LEAVE: In the event of a death in the immediate family (spouse, parents, stepparents, brother, stepbrother, sister, stepsister, children, stepchildren, household dependents, grandparents, grandchildren, and all the same relatives of the employee's spouse in like degree) an employee shall be entitled to a maximum of 40 sick leave hours off, with pay, to attend the funeral. Funeral leave will be granted to common-law spouses as long as the common-law form is completed and on file in Human Resources.

8.7 JURY SERVICE AND SUBPOENA: The employee shall inform his/her supervisor immediately upon receipt of the notice of summons for jury duty or a witness subpoena so that proper scheduling may be maintained. Each employee who is under proper summons as a juror or subpoenaed as a witness shall collect all fees and allowance payable as a result of the service and forward the fees to the Employer. Juror and witness fees shall be applied against the amount due the employee from the City. However, if an employee elects to charge his juror or witness time against his annual leave, he shall not be required to remit to the Employer. In no instance is an employee required to remit any expense or mileage allowance paid by the court. Employees shall not lose cumulative benefits because of juror or witness service.

8.8 LEAVES WITH OR WITHOUT PAY:

A. Employees may take leaves of absence with or without pay, subject to the prior approval of the Employer. Requests must be submitted in writing to the immediate supervisor within a reasonable time prior to the requested starting date. The request must also state the reason for the leave and the requested duration of the leave. The supervisor shall respond to the employee in writing giving the reasons for denial. With the exception of B. below, all vacation and compensatory time must be exhausted before a leave without pay may be requested.

B. Any employee subject to this Agreement elected or appointed to public office shall be entitled to a leave of absence not to exceed one hundred eighty (180) days per year while such employee is performing public service. Any employee granted such leave shall make arrangements to return to work within ten (10) days following the completion of the service for which the leave was granted unless such employee is unable to do so because of illness or disabling injury certified to by a licensed physician.

8.9 GENERAL LEAVE PROVISIONS: Absence from work without permission constitutes just cause for discipline up to and including discharge.

ARTICLE 9 - INSURANCE

9.1 INDUSTRIAL ACCIDENT AND UNEMPLOYMENT: The Employer shall carry Industrial Accident Insurance on all employees. The Employer shall make all necessary arrangements to insure that all employees covered by this Agreement will be covered by Unemployment Insurance.

9.2 HEALTH AND LIFE INSURANCE:

A. The following language will apply to health insurance:

1. Future contribution changes to the City's Health Insurance Plan shall be shared equally (50%/50%) between the employees and the City. Contribution changes can be either increases or decreases. Contribution adjustments can be either in dollars contributed or in modifications to the plan benefits. All modifications shall be with the approval of the Insurance Committee. It is the intent of the Committee to reach the consultant recommended reserve level over a period of time.

2. Billings Health Insurance Committee: The City of Billings shall establish a City of Billings Health Insurance Committee to maintain a group health insurance plan for employees of the City of Billings and their dependents. The committee shall consist of 15 members appointed as follows:

a. Three (3) members of each employee Union appointed by each Union.

b. Six (6) members appointed by the City Administrator. One (1) member shall be a retired city employee currently covered by the city health insurance plan.

The Committee will manage the City Health Insurance Plan and report directly to the City Administrator. The committee shall meet at least quarterly to:

1). Review the existing city group health insurance plan;

2). Review the claims experience, projections and plan problems;

3). Maintain the plan on a sound actuarial basis;

4). Be responsible for all changes in plan design, administrators or carriers;

5). Establish plan premium rates and cost sharing by both the City and the employees;

6). Advise the City Administrator on all other group insurance matters;

7). Decisions will be made by a simple majority vote where all members have one vote and can vote by absentee ballot.

B. Coverage shall be extended to all insurable employees and their insurable dependents, following the period of exclusion provided by the terms of the master insurance policy. All employees and dependents' participation and coverage shall be solely governed by the terms and conditions of the master insurance contract as signed by the City and the insurance carrier. Coverage shall be extended to only those employees while in an active pay status. Employees on an approved absence without pay may elect to continue their group coverage by directly paying the City the total premium cost during their absence.

C. The Health and/or Accident Insurance coverage shall be extended to employees, on a leave of absence without pay, due to job related injury or illness, for a maximum of six (6) months.

ARTICLE 10 - GENERAL CONDITIONS

10.1 UNION BULLETIN BOARDS: The Employer agrees to provide suitable space for the Union bulletin boards. There should be no more than one bulletin board per division, which shall be placed in an area generally frequented by employees, and not by the general public. The decision on size and placement of the bulletin boards shall be made by the Employer in consultation with officials of Teamsters Local #190.

Posting by the Union on such boards shall be confined to official business of the Union. In order to assure the Union and the Employer that only official business is posted on said bulletin boards, each announcement so posted shall have prior approval by the Secretary-Treasurer of Teamsters Local #190, or his designated representative.

It shall be the responsibility of the Union to monitor the bulletin boards.

10.2 SAFETY: Employees shall be required, in the performance of their duties, to:

A. Exercise precaution;

B. Use normal safe working practices;

C. Observe and obey safety postings and rules;

D. Use and care for required protective equipment and gear, as furnished by the City; and

E. Report all accidents to their supervisor as soon as reasonably possible.

The Employer will maintain all equipment in a safe working condition. However, it shall be the responsibility of the employee to immediately call to the supervisor's attention any unsafe condition. ~~Upon notification, the supervisor shall have the sole discretion of determining the correction of the situation.~~ If an employee has safety concerns that are not addressed by the supervisor, then the employee needs to go to the Division Manager. The Division Manager will consult with qualified and/or certified experts and/or documentation, including but not limited to Fleet Services, OSHA manuals, and the Citywide Safety Committee. The Division Manager shall determine the corrections needed to remedy the situation. Less immediate safety concerns also should be reported to the Citywide Safety Committee. An employee will not be disciplined for reporting the safety concern to either the Division Manager, the Safety Committee or invoking his/her rights under city, state or federal laws.

The City of Billings will maintain a City-wide Safety Committee meeting the requirements of the Safety Culture Act administered by the Montana Safety and Health Bureau. Members will consist of Management and representatives from all Unions. It is agreed that the Teamster employees will be represented on the City-wide Safety Committee by three (3) Union selected members.

10.3 UNIFORMS: The City agrees to furnish 11 sets of uniforms to all uniformed employees, currently receiving nine (9) sets and safety equipment, to employees during the term of this agreement. The City's contribution for safety shoes for those employees who are required to wear safety shoes will be $115.00 per year. The Street Division will be added to the safety shoes program. The City agrees to provide body armor to Airport Police, up to $115.00 per year for shoes for Airport Police officers, any new Airport officer will be provided a duty weapon (caliber and design determined by the Director of Aviation & Transit), and mechanics will be provided 11 sets of uniforms. Meter enforcement personnel will be provided a winter coat to be replaced on an as needed basis, and will have shorts added to the approved clothing list. Garage attendants will be provided three (3) tee shirts and three (3) sweatshirts. Safety equipment (i.e., glasses and steel-toed boots (does not include standard hard-soled work shoes/boots) as required by the City will also be provided if not previously required as part of the job.

City agrees to purchase overshoes for MET Transit employees and allow cargo shorts as a uniform selection.

City agrees to purchase four (4) polo shirts for the Police Support Specialists.

City agrees to a polo shirt for Parking Enforcement with "Parking" silkscreened on the back and the Parking Enforcement badge on the chest.

City agrees to provide $255.00 per year for uniforms for drivers in the MET Transit division. In addition, the City agrees to provide a rain suit (jacket and pant) if requested by the driver.

10.4 PARKING: The City will provide free rooftop parking for all employees covered by this Agreement.

10.5 INSPECTION BY BUSINESS REPRESENTATIVES: The City of Billings agrees that Business Agents of the Union shall be given access at the places of business of the City during normal hours of operation, for the purpose of grievance investigation and handling and to ascertain whether or not the terms of this Agreement are being observed, providing the Business Agent notifies the supervisor prior to entering the place of business.

10.6 SHIFT TRADING: Upon approval of the supervisor any employee may exchange shifts or trade time with any qualified employee in their division. The practice of exchanging shifts or trading time will be a voluntary program (no penalty or cost shall be incurred against the City) by the employee in order to permit an employee to absent him/herself from work to attend purely personal pursuits. If an employee fails to cover an agreed to shift trade, he/she will lose their right to trade shifts for three (3) months, with the exception of payback time/shifts already owed at the time of this contract.

10.7 VACANCY ANNOUNCEMENTS: When the Employer determines that a permanent position is vacant, the position will be posted on the bulletin boards City-wide on the nearest business day before or after public notification. The announcement will contain the vacant position title, location, assigned hours and days of work, salary and the dates for applying. All employees interested in applying for the vacant position must apply in writing within the application dates through the Human Resources Office. On such vacancy announcements, the City shall also denote positions filled.

A. The City and the Union agree that all Teamster designated position vacancies shall be filled by the City on the basis of experience, skill, training, job performance, disciplinary record, attendance record, and work-related references. Should these factors be relatively equal, the senior qualified employee shall be awarded the position. In cases where it is contended that a promotion was arbitrarily made, the decision of the

City shall be subject to review by the grievance process. If arbitration is held concerning the assertion that the City's decision was arbitrary, then the arbitrator shall decide and may consider the City's basis for making the hiring decision including the experience, skill, training, job performance disciplinary record, attendance record and work-related references, of the prevailing applicant.

B. The City agrees that an interview shall be given to at least the four (4) most senior teamsters' applicants who possess the minimum qualifications for the position.

C. Employees shall not have the right to apply for posted job vacancies outside their present Division within one (1) year from the date of hire, transfer, or promotion. The City shall, however, have the right to waive this requirement by mutual agreement, if in the best interests of the City and it would result in maintaining the efficiency and productivity of the City's operations.

D. If an employee who successfully applies for a job returns to his old job within thirty (30) working days, the next qualified applicant (subject to paragraph C of the Article) will be awarded the job.

Within the first thirty- (30) working days on a new job, the employee may voluntarily return to his previous job. The employer may return an employee to his previous job at any time within thirty (30) working days. This time period may be extended with mutual agreement. Provided nothing herein shall prevent a voluntary trial period on a new position prior to actual transfer at the employee's option. If the employee returns to his or her previous position for either of the above reasons, the provisions of paragraph C will apply to that individual.

10.8 JUSTIFIABLE CAUSE:

A. Employees may be subject to disciplinary action by the Employer for just cause.

B. For other than serious infractions, disciplinary action shall be based upon progressive discipline based upon warning letters, suspension and/or termination. The employee and the Union shall be notified in writing of any disciplinary action within fifteen (15) business days after the violation, or the first knowledge of the violation in question, is known to the City. However, both parties recognize that from time to time additional information may be needed and that hasty action would be detrimental to

all parties. Therefore upon notification, the fifteen (15) business day period will be waived for a reasonable period of time.

Disciplinary notices shall be considered current and in effect for a period of twelve (12) months after the date of issue.

C. New employees shall be on probation for a period of twelve (12) months from the date of their employment: All probationary employees may be discharged at the sole option of the Employer without recourse to the grievance procedure. Probationary periods for temporary employees shall begin on the first day of employment as a permanent employee in a new job classification. If a temporary employee becomes a permanent employee in the same position they held as a temporary employee both the probationary period and seniority shall run from their date of hire as a temporary employee.

10.9 CROSS-TRAINING: The City agrees to implement a means by which an employee may voluntarily cross-train in his/her department for a job task that carries a higher grade and rate of pay. In order for an employee to be eligible to participate in a cross-training program, he or she must possess the necessary aptitude and attitude as determined by the City. An employee in a cross-training program shall be paid at his/her regular rate of pay until such time as the employee is spending over twenty-four (24) cumulative work hours in one (1) work week in the higher pay grade position. Exception - The Communication Center can cross-train on an unlimited basis, without having to pay the higher pay rate, in order to train employees. The City agrees not to use cross-training individuals to fill full-time openings that should be put up for bid.

10.10 NEW HIRE NOTIFICATION TO UNION: The City agrees to notify the Union each Monday morning of all new hires within the bargaining unit excluding temporary help. However, the City agrees to notify the Union if the temporary help should become a full-time regular or part-time employee. The City shall also notify the Union of all terminations.

10.11 NON-DISCRIMINATION LANGUAGE: The Union and the City agree that no employee will be discriminated against on the basis of race, color, religion, sex, age, disability, or Union activity.

10.12 JOINT LABOR MANAGEMENT COMMITTEE: When appropriate, a Joint Labor/Management Committee shall be created in any department/or division, upon mutual agreement. This committee will be made up of no more than three (3) Union employees and three (3) management employees. A business representative and a representative from Human Resources may also participate.

This committee shall meet, as needed, during the life of this contract to discuss work issues.

10.13 CREATE, COMBINE OR RECLASSIFY JOBS: The Union recognizes the City's management right to create, combine or reclassify jobs during the duration of this contract. Whenever jobs are created, combined or reclassified, the City shall notify the local Union before the changes occur. The City shall be allowed to establish a temporary rate of pay for such job changes and will negotiate with the Union a regular rate of pay after the job duties for the position have been standardized.

10.14 MET Transit:

A. For any blocks of work that have three (3) start times per day, the City will modify the block of work so that there are only two (2) start times per day. All future blocks of work will have no more than two (2) start times.

B. City will change from 4 - 80 hour blocks of work to 9 - 80 hour blocks of work. City will change from 9 - 78 to 79 hour blocks of work to 11 - 78 to 79 hour blocks of work.

ARTICLE 11 - TERMS OF AGREEMENT AND NEGOTIATIONS

This Agreement shall become effective on the 1st day of July ~~2010~~ 2011, and shall continue in full force and effect through the 30th day of June ~~2011~~ 2013.

The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all the understandings and agreements arrived at by the parties after their exercise of that right and opportunity are set forth in this Agreement. Therefore, Employer and Union, for the life of this Agreement, each voluntarily and unqualified waives the right and releases the other from the obligation to bargain collectively with respect to any subject or matter referred to or covered in the Agreement, or with respect to any subject or matter not specifically referred to or covered in the Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. As well, this Agreement supersedes all prior written agreements or MOU's of any kind unless they are reduced to writing and incorporated into this agreement.

The foregoing waiver shall not be binding if the parties mutually agree to engage in collective bargaining, with respect to a particular subject or matter covered or not covered in this Agreement.

ARTICLE 12 - MINIMUMS CLAUSE

The terms hereof are intended to cover only minimum wages, hours, working conditions and other employee benefits. Employer may place superior wages, hours, working conditions and other employee benefits in effect and may reduce the same to the minimums herein prescribed without the consent of the Union.

During the life of this Agreement or any extension thereof, neither party shall be obligated to bargain collectively with respect to any matter unless specifically required to do so under existing law or by the express terms of this Agreement.

ARTICLE 13 - SAVINGS CLAUSE

Should any Article, Section, or portion thereof of this Agreement be held unlawful or invalid by any court or agency of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof directly specified in the decision. Upon issuance of such a decision, the parties agree to negotiate immediately a substitute for the invalidated Article, Section, or portion thereof. Any City ordinance passed subsequent to the adoption of this Agreement that would contravene the terms of this Agreement shall not apply during the life of this Agreement.

ARTICLE 14 – NO STRIKE – NO LOCKOUT

The Employer and Union agrees to the essential nature of services provided by its members to the public. In recognition of this fact, the Union agrees that there shall be no work interruptions, sympathy strikes, slowdowns, or strikes at any time during the Agreement. In the event of unauthorized interruptions, the Union agrees it will join the Employer in requiring its members to return to work immediately. The Employer agrees that there shall be no lockout of employees during the life of this agreement.

IN WITNESS WHEREOF, said parties of this Agreement hereunto set their hands and seals this _____ day of _____, ~~2010~~ 2011.

FOR THE CITY OF BILLINGS

By: _____
Thomas W. Hanel, Mayor

ATTEST:

By: _____
Cari Martin, City Clerk

FOR THE UNION
TEAMSTERS LOCAL NO. 190

By: _____
Joe Dwyer

Title:_____

ATTACHMENTS:

1. Departmental Order, Order Number 019B, Subject: Airport Standby/Pager Policy
2. Departmental Order, Order Number 20, Subject: ARFF/AFM Division Holiday Pay Policy
3. Letter of Understanding, Winter Overtime policy for the Department of Aviation & Transit ARFF/AFM employees.
4. Memorandum of Understanding on the City/County 911 Center breaks.
5. Memorandum of Understanding regarding the Administrative Review Process.
6. Memorandum of Understanding regarding City Ordinance Safety Issues
7. ~~Memorandum of Understanding regarding Street/Traffic Vacation Selection Procedure~~
8. ~~Memorandum of Understanding regarding Wastewater Division Shift Bidding~~
7. Memorandum of Understanding regarding Motor Pool Mechanics II's Paid at Range 180
9. ~~Memorandum of Understanding regarding BUSFA~~
8. Memorandum of Understanding Public Works Department – Street Traffic Division, 4-Ten Hour Shifts
9. Memorandum of Understanding Public Works Department – Street Traffic Division Electrician III Clarification
10. Memorandum of Understanding Public Works Department – Treatment Plant Technicians
11. Teamster Range Placement Table

Appendix: Random Drug/Alcohol and Reasonable Suspicion Policy

July 1, 2004

DEPARTMENTAL ORDER
ORDER NUMBER 019B

MEMORANDUM

TO: All ARFF/AFM Employees
FROM: Thomas H. Binford, A.A.E., Assistant Director of Aviation
SUBJECT: AIRPORT STANDBY/PAGER POLICY
CANCELLATION NO: 019A
EFFECTIVE DATE: July 1, 2004
APPROVED BY: J. Bruce Putnam, A.A.E., Director of Aviation and Transit

I. The following policy was developed to direct ARFF/Airfield Operations employees in regard to Division standby and pager requirements.

II. Standby requirements will be as follows:

1. Employees who are assigned to be on standby will be issued an electronic paging device and are required to remain available at all times, while off regular duty, and for call-outs.

   A standby schedule listing employee names and associated hours of standby duty will be posted.

   Additional personnel may be placed on standby as determined necessary by Airport Management.

2. Call-outs are used to manage ALL:

   - Snow Removal Operations
   - ARFF Emergencies
   - FAR Part 139 Violations – Airfield
   - FAR Part 107 Violations – Security
   - Other conditions/circumstances deemed urgent by Airport Management which are necessary for the safe operation of the Airport.

3. Upon activation of the pager tone, employees must acknowledge the page by calling Airfield Operations on the telephone at 657-8496, or on AIR 1 (800 MHz Radio) within fifteen (15) minutes to receive instructions.

After receiving instructions from a supervisor, or his/her designate to report to work, the employee shall respond to the Airfield Operations Building within one (1) hour.

If it is determined that not all of the employees on standby are needed at the time of the page, employees will be called out with regard to seniority and by function.

4. Standby pay shall be interrupted for all actual hours paid at the overtime rate. The overtime rate begins at the time the employee is notified and instructed to respond to work.

5. It is the responsibility of each employee using a pager to ensure that it is functioning properly at all times, and any problems associated with the paging system are immediately reported to the supervisor.

6. When it is determined that standby personnel are needed to respond, the ARFF/Airfield Operations employee on shift shall be responsible for the following:

   - Notification of the on-call supervisor prior to activating pagers.
   - Activating paging system.
   - Receiving call-backs from standby personnel on 657-8496.
   - Acknowledge response times of personnel called out.

7. Trading of standby shifts and requests for leave while on standby status must be approved by a supervisor.

ARFF/AFM DIVISION HOLIDAY PAY POLICY

January 4, 1995

DEPARTMENTAL ORDER
ORDER NUMBER 20

MEMORANDUM

TO:	All ARFF/AFM Employees
FROM:	Thomas H. Binford, A.A.E., Assistant Director of Aviation
SUBJECT:	**ARFF/AFM DIVISION HOLIDAY PAY POLICY**
CANCELLATION NO:	None
EFFECTIVE DATE:	November 2, 1994
APPROVED BY:	J. Bruce Putnam, A.A.E., Director of Aviation and Transit

I. The following policy was developed to clarify how overtime is paid for holidays.

II. ARFF/AFM Division Employee's customary work shift is recognized as eight (8) hours.

III. As per Section 8.4,F of the Teamster Contract, employees working a five (5) day, eight (8) hour shift, and not required to work the holiday, shall receive forty (40) hours pay for thirty-two (32) hours work and any work over 32 hours shall be considered overtime. Employees working shifts greater than eight (8) hours will be treated in a like manner.

IV. An employee working forty (40) hours in a week and a holiday falls on one (1) of the employee's scheduled days off, that employee shall receive a maximum of eight (8) hours overtime for the holiday.

This policy has been reviewed and approved by the City Human Resources Director. Should you have questions concerning this Departmental Order, please see the Airfield Maintenance Supervisor.

cc: Departmental Orders
Chrono
Office Binder
T. Binford
B. Putnam
K. Annin
C. DeVeau

LETTER OF UNDERSTANDING

Effective: November 13, 2001

The City of Billings Aviation and Transit Department and the Teamster's Local Union #190 have agreed to the following:

- In order to maintain consistent and efficient operations during snow removal, the Aviation and Transit Department, ARFF/AFM Division may deviate from the seniority language in Article 2, Section 2.1 (H) of the present Agreement, effective July 1, 2001- June 30, 2004.

- The intent of this Letter of Understanding is to allow the scheduling of snow removal crews in a manner that maintains consistency with regard to assigned functions (ARFF or AFM work groups) and work shifts. Every effort will be made to limit short turn-a-round shifts and movement between morning and nighttime shift rotations.

- During all other overtime conditions, the ARFF/AFM Division will adhere to the present labor Agreement when assigning overtime.

- The Union and/or the City of Billings Aviation and Transit Department retains the right to cancel this Letter of Understanding at any time that (1) the provisions of this Letter no longer provide operational benefit, or (2) the Union feels that the City is not complying with the intent of the Agreement.

In witness whereof, said parties of this Letter of Understanding have hereunto set their hands and seals this the _____ day of _____, 2001.

_____	_____
Dennis M. Taylor, City Administrator CITY OF BILLINGS	Joe Dwyer, Secretary-Treasurer TEAMSTERS, LOCAL 190
_____	_____
DATE	DATE

CITY OF BILLINGS

OFFICE OF CITY ADMINISTRATOR

P.O. BOX 1178
BILLINGS, MONTANA 59103
(406) 657-8433
FAX (406) 657-8390

MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum of Understanding is to clarify Article 6.6, Breaks, as related to the City-County 9-1-1 Center. Both parties recognize that the work load of the 9-1-1 Center is very unpredictable and is driven by the public safety needs of the community. Therefore, as applied to the Center, the parties agree that the long-standing practice of allowing employees to take their breaks only when there is minimal impact to the operational requirements of 9-1-1 and the public safety dispatch services shall continue. Center employees shall be allowed a total of 30 minutes per 8 hour work shift, or 45 minutes for shifts over 11 hours, which may be taken in whatever increments the employee chooses so long as the 9-1-1 Center operation and efficiency is not affected.

In witness whereof, said parties of this Memorandum of Understanding have hereunto set their hands and seals this the 31st day of May, 2007.

Christina F. Volek
CITY OF BILLINGS

5/31/07
DATE

Joe Dwyer, Secretary-Treasurer
TEAMSTERS, LOCAL 190

5/31/2007
DATE

Billings Pride: City-wide

MEMORANDUM OF UNDERSTANDING

The City of Billings and Teamsters Local 190 enter into this Memorandum of Understanding regarding Article 5.5 Administrative Review Process of the Agreement between the City of Billings and Teamsters Local 190 as follows:

The decision of the Administrative Review Board, formed under Article 5.5 of the Agreement, shall be binding on both parties in the settlement of non-grievable disputes submitted to it.

Dated this 29th day of July, 2002

Dennis M. Taylor
City Administrator
City of Billings

Joe Dwyer
Secretary-Treasurer
Teamsters Local 190

CITY OF BILLINGS

OFFICE OF CITY ADMINISTRATOR

P.O. BOX 1178
BILLINGS, MONTANA 59103
(406) 657-8433
FAX (406) 657-8390

Memorandum of Understanding

City Ordinance Safety Issues

No later than 45 days from the ratification of the Collective Bargaining Agreement, the City agrees that employees will not be required to pick up yard rubbish in violation of City Ordinance, except in cases of emergency. The Union acknowledges that situations may arise in city parks or city streets that may require the removal of rubbish that is in violation of the City Ordinance and the City recognizes their obligation to authorize the necessary manpower and equipment to safely remove the rubbish in question.

Further, by October 1, 2007 a process will be developed with input from the union to develop a process to report safety issues to a City designated Safety Officer.

In witness whereof, said parties of the Memorandum of Understanding have hereunto set their hands and seals this the 28 day of June, 2007.

Christina F. Volek
CITY OF BILLINGS

6/28/07
DATE

Joe Dwyer, Secretary-Treasurer
TEAMSTERS, LOCAL 190

6/28/07
DATE

Billings Pride: City-wide

Memorandum of Understanding
Street/Traffic Vacation Selection Procedure

No later than 45 days from the ratification of the Collective Bargaining Agreement, the City and the Union agree to hold a Joint Labor Management Committee (JLMC) at the Street/Traffic division to discuss the vacation selection process. The parties agree to have the Teamster's Business representative or his designee , a representative from the City of Billings' Human Resources division and the Deputy Public Works Director participate in the JLMC process.

In witness whereof, said parties of this Memorandum of Understanding have hereunto set their hands and seals this the 27 day of August, 2010.

Christina F. Volek	Joe Dwyer, Secretary-Treasurer
CITY OF BILLINGS	TEAMSTERS, LOCAL 190
DATE	DATE

Memorandum of Understanding
Wastewater Division – Shift Bidding

No later than 45 days from the ratification of the Collective Bargaining Agreement, the City and the Union agree to hold a Joint Labor Management Committee (JLMC) at the Wastewater division to discuss shift bidding. The parties agree to have the Teamster's Business representative or his designee , a representative from the City of Billings' Human Resources division and the Deputy Public Works Director participate in the JLMC process, if requested by the parties.

The City and Union also agree that all shift bidding processes that were currently utilized by the City's divisions prior to July 1, 2010 will be maintained for the terms of this agreement.

In witness whereof, said parties of this Memorandum of Understanding have hereunto set their hands and seals this the 27th day of August, 2010.

Christina F. Volek	Joe Dwyer, Secretary-Treasurer
CITY OF BILLINGS	TEAMSTERS, LOCAL 190
DATE	DATE

MEMORANDUM OF UNDERSTANDING
Fleet Services

The City of Billings and the Teamster's Local Union #190 have during the 2010 collective bargaining process have agreed to the following:

- Upon ratification of the new collective bargaining agreement the City and Union agree that up to two (2) Mechanic IIs in the Motor Pool will be paid at Range 180 rather than 176 at his/her corresponding step for all time he/she are performing work on Fire Engines, Ladder Trucks, Brush Trucks and QRV's.

- The pay differential excludes work on the above mentioned equipment such as chassis work, chassis lighting, engine repair, oil changes, suspension systems and general power train maintenance.

- Individuals performing this work will also be responsible to inspect work done by others

- Range 180 assignments will be determined by seniority subject to availability among qualified (EVT 1 certified) individuals.

- This range modification is solely for purpose of evaluating the time required to adequately maintain the equipment, and pay issues beyond the end of this contract will be subject to future bargaining.

- The pay differential is retroactive for work preformed as outlined above to July 1, 2010.

- This Memorandum of Understanding terminates June 30, ~~2011~~ 2013.

- The City agrees to meet before June 15, of each year of the agreement to review and discuss the hours being worked by the individuals covered by this MOU to determine if the individuals should be paid at Grade 180 on a fulltime basis.

_____ _____

Christina F. Volek, City Administrator
CITY OF BILLINGS

Joe Dwyer, Secretary-Treasurer
TEAMSTERS, LOCAL 190

_____ _____

DATE DATE

Memorandum of Understanding
City of Billings and Teamsters Local 190 Agreement
Section 7.6 Standby Pay

The following language was added by mutual agreement of the City and Teamsters Local 190 in the contract effective July 1, 2010 through June 30, 2011:

> *Employees who live within the Billings Urban Fire Service Area (BUFSA) whose duties include utilizing City service vehicles in conjunction with their standby for emergency call outs shall be allowed to take the service vehicle home with them.*

The City and Union agree that instead of using the BUFSA as the outer limit for utilization of city service vehicles in conjunction with teamster employee standby for emergency call outs, a five mile radius from the current city limits will be adhered to instead. This applies only to divisions that allow employees to take home service vehicles.

In witness whereof, said parties of this Memorandum of Understanding have hereunto set their hands and seals this the 27th day of October, 2010.

_____	_____
Christina F. Volek	Joe Dwyer, Secretary-Treasurer
CITY OF BILLINGS	TEAMSTERS, LOCAL 190
_____	_____
DATE	DATE

Memorandum of Understanding
Public Works Department – Street Traffic Division, 4-10 Hour Shifts

- **Employees will work 4 – 10 hour shifts (40 hours per week) Monday through Thursday starting May 1st through September 15th. From September 16th through April 30th employees will work 5 – 8 hour shifts (40 hours per week) Monday through Friday.**

- **A minimum of two (2) teamster employees would be required to work five (5) days per week, Monday through Friday, eight (8) hours per day year-round. At no time will they work 4-10 hour shifts.**

    - **These employees shall be approved by the Street/Traffic Division Manager.**

    - **These employees will be required to remain on the five (5) day schedule, eight (8) hours per day unless a change is approved by the Street/Traffic Division Manager.**

    - **Only one (1) of these employees will be allowed to be off work on Friday from May 1st to September 15th. To insure that at least one (1) employee is always working during the 4–10 hour shift season.**

    - **In the event that one (1) of these employees is not working, a supervisor will be allowed to perform work normally performed by a teamster employee for the time period the other employee is not at work. This will always insure a two (2) man crew.**

- **This MOU expires June 30, 2013.**

_____	_____
Christina F. Volek **City Administrator** **City of Billings**	**Joe Dwyer** **Secretary-Treasurer** **Teamsters, Local 190**
_____	_____
Date	**Date**

Memorandum of Understanding
Public Works Department – Street Traffic Division
Electrician III Clarification

The positions of the two (2) Electrician III's that work on signals and the one (1) Electrician III shall work five (5) days per week, eight (8) hours per day throughout the entire year.

- A minimum of one (1) of these three (3) employees will be on duty during all working hours.
- The Traffic Inspector II position will work 5 – 8 hour days and will be allowed to perform work normally performed by a teamster employee for signal and electrical work to fill out a two (2) man work crew if a Teamster is not on shift.
- The Electrician III's will be cross-trained in both traffic signal work and street light work.
- This MOU expires June 30, 2013.

_____	_____
Christina F. Volek	Joe Dwyer
City Administrator	Secretary-Treasurer
City of Billings	Teamsters, Local 190
_____	_____
Date	Date

Memorandum of Understanding
Public Works Department – Treatment Plant Technicians

- The Technician IIA position will be renamed to a Technician III. The job description will remain the same except for changing the title from a Technician IIA to a Technician III and it will remain at the same grade of 181. Any employee currently classified as a Technician IIA will now be a Technician III.

- The Technician I will be paid at grade 156 for years one (1) and two (2) (no change).

- Beginning the third year, Technician I's will move to a new grade for Technician II of 171 (more than half way between a Technician I and the current Technician IIA).

- Once the Treatment Technician has completed the City's maintenance certification and completes four years of experience at the respective City of Billings facility, they will be promoted to a Technician III at grade 181 (same grade as a current Tech IIA).

- All new employees hired as a Technician I or Technician II shall complete the steps required by the city for operator certification within one (1) year from the date of hire and maintenance certification within four (4) years from the date of hire.

- Both parties recognize that Water Treatment Technicians and Wastewater Treatment Technicians jobs are not interchangeable. The range placement table will be changed to reflect Water Treatment Plant Technicians I, II and III and Wastewater Treatment Technicians I, II and III at the grades discussed here. The job descriptions will be adjusted to reflect this change.

- All other practices and requirements regarding the Technicians remain the same.

- Any non-probationary employee that is currently classified as a Technician II as of July 1, 2011 will be grandfathered and will be at grade 179 (current grade for a Technician II). It is our understanding that this affects four (4) employees at the Wastewater Treatment Plant and no employees at the Water Treatment Plant. There is only one (1) probationary Technician I as of July 1, 2011, at the Water Treatment Plant, and he will be required to complete the maintenance certification. Existing Technician II's are eligible to become Technician

III's upon completion of the maintenance certification and four (4) years of experience.

- With these changes, the Technician IA classification will no longer be needed.

- This applies to both water and wastewater and will be effective July 1, 2011.

Christina F. Volek	Date	Joe Dwyer	Date
City Administrator		Secretary-Treasurer	
City of Billings		Teamsters, Local 190	

Range Number	Recommended Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G
101	Library Svcs Spec I (Formerly Library Page)	8.19	8.59	9.03	9.47	9.95	10.45	10.97
115	Parking Garage Attendant	9.41	9.88	10.36	10.90	11.41	12.01	12.59
119	Account Clerk I	9.70	10.20	10.69	11.25	11.79	12.39	13.01
130	Building Services Worker	10.83	11.36	11.95	12.52	13.16	13.82	14.51
C30	Library Svcs Spec II (Formerly Library Clerk) Office Assistant Parking Enforcement Officer Parking Garage Attend./Acct. Clerk I Stores Clerk	10.91	11.44	12.03	12.63	13.23	13.90	14.60
135	Emergency Services Operator (Training) Library Svcs Spec III (Formerly Library Asst I)	11.45	12.03	12.63	13.25	13.92	14.61	15.34
139	Parking Meter Collection/Maint. Worker	11.84	12.43	13.06	13.72	14.40	15.12	15.88
C39	Account Clerk II Account Clerk II/Courier Building Permit Technician Computer Operator Courtroom Collections Clerk Library Svcs Spec IV (Formerly Lib Asst II) Meter Reader Municipal Court Bailiff/Clerk Permit Clerk Police Support Specialist Senior Office Assistant	11.93	12.50	13.14	13.79	14.48	15.20	15.96
140	Lead Building Services Worker	11.97	12.56	13.18	13.84	14.53	15.25	16.01
147	Transit Service Worker Vehicle Service Technician	12.82	13.47	14.13	14.84	15.58	16.35	17.17
C47	Emergency Services Operator Inventory Control Specialist Transit Services Dispatcher	12.88	13.53	14.22	14.91	15.66	16.47	17.29
C52	Emergency Serv Disp I	13.54	14.23	14.92	15.67	16.48	17.30	18.15
154	Animal Control Officer Building Maintenance Worker	13.75	14.43	15.16	15.91	16.70	17.54	18.42

	Landfill Attendant Maintenance Worker													
C54	Crime Analyst Identification Technician Property/Evidence Technician Senior Account Clerk		**13.82**		**14.51**		**15.23**		**15.99**		**16.80**		**17.64**		**18.51**
156	Electrician I Field Service Representative Mechanic I Meter Maintenance Representative ~~Treatment Plant Tech I~~ **Wastewater Treatment Plant Tech I** **Water Treatment Plant Tech I**		**14.03**		**14.72**		**15.47**		**16.24**		**17.04**		**17.89**		**18.78**
C56	Solid Waste Inspector		**14.10**		**14.81**		**15.54**		**16.31**		**17.12**		**17.99**		**18.89**
157	Laboratory Technician On Call Transit/Para Transit Operator Transit/Para Transit Operator		**14.15**		**14.87**		**15.61**		**16.37**		**17.20**		**18.08**		**18.97**
158	~~Treatment Plant Tech I-A-B~~		**14.29**		**15.00**		**15.77**		**16.56**		**17.38**		**18.25**		**19.18**
C59	Emergency Serv Disp II		**14.52**		**15.24**		**16.00**		**16.81**		**17.65**		**18.52**		**19.45**
161	Equipment Operator/Mtc. Worker Sign Fabricator/Equipment Opr		**14.74**		**15.48**		**16.25**		**17.05**		**17.91**		**18.80**		**19.75**
C61	Code Enforcement Clerk Planning Clerk		**14.82**		**15.55**		**16.32**		**17.14**		**18.00**		**18.91**		**19.83**
162	Drafting Technician		**14.88**		**15.62**		**16.41**		**17.25**		**18.09**		**19.00**		**19.94**
164	Lead Animal Control Officer		**15.18**		**15.94**		**16.73**		**17.58**		**18.45**		**19.38**		**20.35**
C69	Emergency Serv Disp III		**16.02**		**16.83**		**17.67**		**18.56**		**19.48**		**20.46**		**21.49**
171	Library Technician **<u>Wastewater Treatment Plant Tech II (After 2 years of Service as Tech I)</u>** **<u>Water Treatment Plant Tech II (After 2 years of service as Tech I)</u>**		**16.28**		**17.09**		**17.95**		**18.84**		**19.78**		**20.78**		**21.81**
175	ARFF/Airfield Maintenance Worker Senior Equipment Operator/Mtc. Worker AFM Worker/Mechanic I		**16.94**		**17.79**		**18.68**		**19.61**		**20.59**		**21.61**		**22.69**

176	Building Maintenance Mechanic Electrician II Mechanic II		**17.10**		**17.96**		**18.86**		**19.80**		**20.79**		**21.84**		**22.93**
177	Airport Police Officer Arborist Librarian		**17.29**		**18.14**		**19.05**		**20.01**		**21.00**		**22.04**		**23.15**
178	Combination Inspector II		**17.45**		**18.32**		**19.24**		**20.20**		**21.21**		**22.28**		**23.39**
179	~~Treatment Plant Tech II~~		**17.63**		**18.51**		**19.42**		**20.41**		**21.43**		**22.49**		**23.62**
	Wastewater Treatment Plant Tech II (Grandfathered Tech II's as of July 1, 2011.)														
	Water Treatment Plant Tech II (Grandfathered Tech II's as of July 1, 2011.)														
180	ARFF/Airfield Maintenance Mechanic		**17.80**		**18.69**		**19.63**		**20.60**		**21.64**		**22.71**		**23.86**
181	~~Treatment Plant Tech II A~~ Electrician III		**17.99**		**18.88**		**19.82**		**20.82**		**21.86**		**22.95**		**24.09**
	Wastewater Treatment Plant Tech III														
	Water Treatment Plant Tech III														
185	Combination Inspector III Lead Airfield Maintenance Worker Mechanic		**18.71**		**19.64**		**20.63**		**21.66**		**22.74**		**23.88**		**25.08**
186	Lead Building Maintenance Mechanic Lead Mechanic		**18.91**		**19.83**		**20.84**		**21.87**		**22.98**		**24.12**		**25.32**
195	ARFF/Electrician II		**20.58**		**21.61**		**22.69**		**23.81**		**25.01**		**26.25**		**27.58**

TEAMSTERS' RANDOM DRUG/ALCOHOL AND

REASONABLE SUSPICION POLICY

PURPOSE:

The purpose of this policy is to provide an alcohol and drug-free workplace for the protection and well being of the City of Billings, its employees, and the public it serves along with City property, equipment, and operations. Employees are expected to report to work alcohol and drug free in order to enable safe and efficient job performance. Employees, while on-the-job, while on department premises, or in the scope and course of employment are expected to engage in activities which are appropriate for the work environment and do not compromise the City's integrity or interest in maintaining a safe, secure, and alcohol and drug free workplace.

For purposes of random drug testing, employees who are required to have Commercial Driver's Licenses are subject to the Commercial Driver's License (CDL) policy for the random drug testing , not this policy. MET Transit drivers are subject to the Federal Transportation Administration (FTA) policy for random drug testing, not this policy. CDL employees and MET transit drivers are also subject to the reasonable suspicion and other directives, restrictions, and prohibitions that are set forth in this policy.

POLICY:

The City of Billings is committed to protecting the safety, health, and well being of all employees and the individuals with whom the employees come into contact. Therefore, the City establishes an alcohol and drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

If there are employees who have drug or alcohol problems, the City encourages affected employees to seek help through the Employee Assistance Program (EAP) and the benefits available through the City's medical plan. The City will not terminate employment, discipline, or discriminate against an employee solely because an employee voluntarily seeks treatment for an alcohol or substance abuse problem by following the City's controlled substance safe-harbor procedures prior to any occurrence, including testing notification.

The unlawful manufacture, distribution, possession, sale, transfer, or use of illegal drugs; or illegal use of a legally obtainable drug or substance; or misuse of alcohol is strictly prohibited. Illegal possession of drug paraphernalia is prohibited. As a condition of employment, all employees must abide by this prohibition while in any employment capacity with the City, and while on City property, in any City vehicle, or at any City office or facility. All employees are expected to be at work without being under the

influence of drugs and/or alcohol, including controlled substances, in order to enable safe and efficient job performance.

Violation of this policy will result in the discipline set out in the attached procedures.

The provisions of the Workforce Drug and Alcohol Testing Act, Sections 39-2-205 through 39-2-211, MCA, provide the basis for this policy.

DEFINITIONS:

For the purposes of this policy.

Alcohol – means an intoxicating agent in alcoholic beverages, food, or medication; ethyl alcohol, also called ethanol; or the hydrated oxide of ethyl.
Controlled Substance(s) – means any drug, substance, or precursor included in Schedules I through V as defined by Section 812 of Title 21 of the United States Code (21 USC 812) or any drug, substance, or precursor included within the definition of "Dangerous Drug" in Title 50 Chapter 32 Part 2, Montana Code Annotated (for example, but not limited to: cocaine, marijuana, medical marijuana, and methamphetamine) For the purpose of this policy, the term 'controlled substance' does not include the use of prescribed drugs, which have been legally obtained and are being used in the manner and for the purpose for which they were prescribed. The term does not include distilled spirits, wine, malt beverages, or tobacco. It does include medical marijuana.
Illegally Used Drugs / Illegal use of drugs – means:

a. any prescribed drug which is legally obtainable but has not been legally obtained or is not being used for prescribed purposes or in the prescribed manner;
b. any other over-the-counter or non-drug substances (for example, but not limited to: airplane glue) being used for other than their intended purpose.

EMPLOYEES SUBJECT TO THIS POLICY

A. All part-time, full-time, and seasonal employees of the City of Billings engaged in the performance, supervision, or management of work in a hazardous work environment, security position, position affecting public safety, or fiduciary position are subject to Random Drug Testing. All part-time, full-time, and seasonal employees of the City of Billings are subject to Reasonable Suspicion Drug Testing.

B. Prospective job applicants are subject to pre-employment testing and a positive test will result in the prospective employee not being hired. .

ROLES AND RESPONSIBILITIES:

A. Employees are prohibited from:

- Using, consuming, distributing, or possessing alcoholic beverages or illegal drugs while on duty or reporting for duty while under the influence of alcoholic beverages or illegal drugs.
- Use of, consumption of, distribution of, or possession of alcoholic beverages and illegal drugs by employees are prohibited in City worksites and at all times whether on duty or off duty. The term "worksite" includes City vehicles and private vehicles while being used by employees in the performance of their duties.
- Use, distribution, dispensation, possession, manufacture, or sale of (illegal drugs) while off duty which adversely affects the employee's work performance, the safety of the employee or others at work, or the City's regard of reputation in the community. This includes reporting to duty while under the influence of illegal drugs.
- Use of alcohol off duty that adversely affects the employee's work performance, the safety of the employee or others at work, or the City's regard or reputation in the community. This includes reporting to duty while under the influence of alcohol.

B. Employees shall notify Human Resources of any drug or alcohol criminal conviction no later than five (5) calendar days after conviction.

C. Supervisors are required to:

1. attend training sessions on alcohol misuse, controlled substance misuse, and the illegal use of drugs in the workplace when offered;

2. when reasonable suspicion is confirmed, initiate an alcohol/drug test as described in this policy;

3. refer employees to the City's designated Substance Abuse Professional (SAP) under appropriate conditions for assistance in obtaining counseling and rehabilitation upon a finding of alcohol abuse, use of controlled substances or illegal use of legal drugs;

4. initiate appropriate disciplinary action upon a finding of alcohol use, controlled substance use, and/or the illegal use of legal drugs;

5. in conjunction with Human Resources, assist higher-level supervisors and the SAP Administrator in evaluating employee performance and/or personnel problems that may be related to alcohol misuse, use of controlled substances or the illegal use of legal drugs; and

6. ensure confidentiality of all information regarding employee testing, disciplinary action and rehabilitation.

D. Human Resources shall:

1. direct and implement this program to ensure it is administered consistently;

2. consult with Department Head or designee in determining appropriate action for situations related to this program; and

3. ensure that all records and information of personnel actions taken against employees with verified positive test results remain confidential and only shared with individuals having a legal right to access.

AUTHORITY TO IMPLEMENT PROCEDURES

The City Administrator is authorized to develop and maintain procedures to enact this policy.

PERIODIC REVIEW

This policy will be reviewed by the City Council with each proposed new Teamster's Collective Bargaining Agreement.

PROCEDURES

Based on the Alcohol and Drug-Free Workplace Policy adopted by the City Council on _____, the following procedures are hereby adopted by Administrative Order _____. Changes to the policy or procedures that affect Teamsters employees will be bargained with that organization.

I. EMPLOYEE ASSISTANCE PROGRAM

A. Any employee needing help in dealing with drug or alcohol problems is encouraged to use the City's Employee Assistance Program (EAP) and the benefits available through the City's medical plan. Additional information regarding the City's EAP available in Human Resource's Policy Manual-Employee Assistance Program Policy. Employees who have questions or need more detailed information should contact Human Resources. The City EAP plays an important role in preventing and resolving problem alcohol and drug use by:

1. Providing confidential counseling and assistance to employees and their qualifying family members who self-refer for treatment or whose tests have been verified positive and monitoring the employee's progress through treatment and rehabilitation;

2. Providing educational materials and training to employees on alcohol & drug use issues;

3. Ensuring the confidentiality of test results and related medical treatment and rehabilitation records, which they maintain.

B. The EAP will not be involved in the collection of test samples or the initial reporting of test results. The City's designated testing professional will be responsible for such testing.

II. SAFE HARBOR REFERRAL

A. A fundamental purpose of the City's Alcohol and Drug-Free Workplace Policy and Procedures is to assist employees who themselves are seeking treatment for alcohol or controlled substance use or misuse of prescription drugs. For this reason, the City will not initiate disciplinary action against any employee regarding the disclosure of his or her drug or alcohol related problem when the employee meets all three of the following conditions:

1. Voluntarily identifies him/herself to Human Resources as an abuser of alcohol and/or illegal drugs and/or as someone who misuses prescription drugs, as they apply to this policy, prior to being identified through other means, such as reasonable suspicion, or prior to being asked to provide a urine and/or breath sample for testing;

2. Obtains evaluation, counseling or rehabilitation from an approved facility; and

3. Thereafter refrains from using controlled substances or misusing prescription drugs and/or alcohol. The employee may be subject to a return-to-work agreement.

B. This provision is not intended to allow an employee to evade disciplinary action. The key to this provision's rehabilitative effectiveness is an employee's willingness to admit his/her problem. Since the key to this provision's rehabilitative effectiveness is an employee's willingness to admit the problem, this provision is not available to an employee who requests protection under this provision after:

1. Being identified through other means; or

2. Being asked to provide a urine sample for testing; or

3. Having a verified positive test result for alcohol and/or controlled substances pursuant to this policy.

C. Drug or alcohol related incidents that are subject to discipline and occurred prior to seeking Safe Harbor are not covered by Safe Harbor protections.

III. ALCOHOL, CONTROLLED SUBSTANCE AND/OR DRUG MISUSE

These prohibitions apply while an employee is on duty in City-owned facilities, any City-owned property; any City owned or rented vehicle and any City approved activity

A. Employees are prohibited from consuming alcohol or controlled substances or engaging in the illegal use of drugs while on duty, during an approved activity such as training, or while on standby.

B. Employees are prohibited from reporting to work or to a City approved, work-related activity under the influence of alcohol or drugs.

C. Employees are prohibited from reporting to work or to a City approved activity exhibiting signs of having consumed alcohol (such as the odor of alcohol on the breath) or controlled substances, or of engaging in the illegal use of drugs.

D. This policy includes unanticipated call-out situations. If an employee cannot meet the requirements of call-out, it is his or her responsibility to tell a supervisor or person initiating the request to return to work that he/she cannot report to work. He/she shall suffer no reprisals for doing so.

E. Alcohol is a legal substance for those ages 21 or older. Therefore, it is not the intention of this policy to prohibit employees from consuming alcohol when not on duty in paid status and the employee's performance of duties has concluded for the day. However, employees are expected to use good judgment and behave in a professional and respectable manner while attending events that are connected to their job duties.

F. Misuse of drugs/and or alcohol as set out in this policy and these procedures or performing any duties under the influence of drugs and/or alcohol is a violation of this policy and will result in disciplinary action as set forth herein.

G. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited.

H. The illegal use of a legally obtainable drug or substance is prohibited.

I. Use and possession of legally obtained prescription drugs when taken as prescribed and over-the-counter drugs is not prohibited by this part subject to the following:

1. Employees who must use a prescription drug or over-the-counter medication that causes adverse side effects (e.g. drowsiness, impaired reflexes or reaction time) or may affect ability to perform work in a safe and productive manner must notify his or her supervisor prior to starting work or operating City equipment.

2. A supervisor, under reasonable suspicion, *may* relieve an employee from duty if it is determined that a medication is causing impairment to an employee's ability to perform the functions of his or her job. The employee will be required to utilize his/her accrued sick or leave

time until such time that the employee is no longer impaired by the medication. If the employee runs out of leave time he/she will then be placed in an unpaid leave status.

IV. TYPES OF TESTING

A. Reasonable Suspicion Testing

1. All employees will be tested for alcohol and/or controlled substances when there is reasonable suspicion of on-duty use or impairment. Reasonable suspicion testing may be based on, but not limited to:

    a. observable phenomena, including but not limited to direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol such as the odor of alcohol on the;
    b. a pattern of abnormal conduct or erratic behavior;
    c. conviction for a drug or alcohol-related offense. An employee will be tested only once for this conviction upon return to work.
    d. evidence that the employee has tampered with a previous alcohol or drug test.

2. Although reasonable suspicion testing does not require certainty, mere hunches alone are not sufficient to meet the standard for a test.

3. If an employee is suspected of using or being impaired by alcohol, controlled substances or illegal drugs in violation of this policy, the appropriate supervisor will gather all information, facts, and circumstances leading to and supporting this suspicion and will present those for concurrence with another supervisor, up to and including the department head, if possible. The immediate supervisor, division head or department head will report the suspicion to Human Resources for further action if it is during the regular office hours of Human Resources.

4. The employee shall remain on duty, but shall not be allowed to operate a vehicle or perform job functions until the circumstances are evaluated.

5. Employees who are subject to reasonable suspicion testing shall be transported to and from the collection facility identified by the City as an appropriate collection site.

   After hours, when Human Resources is unavailable, the employee will be transported to a designated testing facility.

6. Testing will be conducted in compliance with the selected collection site's protocols.

7. The employee's division manager will, within 48 hours, prepare a written report on a Reasonable Suspicion Incident Record (attached), detailing the circumstances that formed the basis to warrant the testing, This report should include the appropriate dates and times of reported alcohol or drug-related incidents, reliable/credible sources of information, rationale leading to the test and the action taken. All documentation related to the determination shall be forwarded to Human Resources.

B. Post-Incident Testing

1. Employees involved in critical incidents, on-the-job accidents, or who engage in unsafe on-duty job-related activities that pose a danger to themselves or others or the overall operation of the City shall be subject to testing. If the employee's act, or failure to act, results in:

   a. Death; or

   b. Personal injury requiring immediate emergency room or urgent care center treatment; or

   c. Damage to government or private property estimated in excess of $1,500; or

   d. At the request of the employee.

2. An employee subject to post-incident testing shall remain immediately available for up to two (2) hours for such testing, or the City may consider the employee to have refused to submit to testing.

   a. If there were extenuating circumstances that kept the employee from submitting to a test within 2 hours after the incident, Human Resources shall evaluate those circumstances and

make the final determination as to whether or not it will be deemed a refusal.

b. An employee subject to post-incident testing shall not consume alcohol or drugs, either legal or illegal, prior to the testing. Exceptions may be made for previously prescribed maintenance medications and/or medications administered to treat any personal injury.

3. If a test under this provision is not administered within two (2) hours of the occurrence, the supervisor shall document the reason(s) why it was not promptly administered. If more than eight (8) hours pass, then no alcohol test will be administered. If more than thirty-two (32) hours pass, no drug test shall be administered. If either test is not completed, Human Resources shall document the reason(s) why.

C. Random Testing

1. Random testing for alcohol and/or controlled substances will be conducted on all employees before, during or after their scheduled shift.

2. Random tests will be unannounced and will occur throughout the calendar year.

3. The random selectees will be notified by a designated human resources representative using a lottery system conducted by an outside agency. The Random, the CDL, and the FTA testing will be conducted by the same agency. To ensure that all employees who have been designated for testing have an equal chance of being randomly tested, a scientifically valid random process is used.

a. The annual number of random alcohol tests will be no more than ten percent (10%) of the average number of employees subject to random testing.

b. The annual number of random drug tests will be no more than twenty-five percent (25%) of the average number of employees subject to random testing.

4. Human Resources will notify the employee's supervisor or designee and provide the name of the individual selected for random testing. The employee shall not be given advance notice of the scheduled testing. Upon notification by the supervisor, employees shall proceed immediately to the testing site.

D. Substances Tested For During Reasonable Suspicion, Post-Incident and Random Testing

1. The City will test for the following substances:
   (a) Alcohol;
   (b) Marijuana;
   (c) Cocaine;
   (d) Amphetamines;
   (e) Opiates; and
   (f) Phencyclidine (PCP).

2. The following cutoff concentration shall be applicable to determine whether specimens are negative or positive for the following drugs or classes of drugs utilizing the initial test procedure. The cutoff levels used by the Department's DHHS certified lab may change, and if so, those changes will be published in the Code of Federal Regulations and Federal Register and shall take precedence over the levels listed herein. All cutoff concentrations are expressed in nanograms per milliliter (ng/mL).

Type of drug or metabolite	Initial test (ng/mL)	Confirmation test (ng/mL)
(1) Marijuana metabolites (i) Delta-9-tetrahydrocanna-binol-9-carboxylic acid (THC)	50	15
(2) Cocaine metabolites (Benzoylecgonine)	150	100
(3) Phencyclidine (PCP)	25	25
(4) Amphetamines	500	250
(i) Amphetamine	500	250
(ii) Methamphetamine [1]		250
(5) Opiate metabolites	2000	

(i) Codeine		2000
(ii) Morphine		2000
(iii) 6-acetylmorphine (6–AM) [2]		10
(iv) MDMA[6]	500	250

[1] Specimen must also contain amphetamine at a concentration of greater than or equal to 200 ng/mL.

[2] Test for 6–AM in the specimen. This test conducted only when specimen contains morphine at a concentration greater than or equal to 2000 ng/mL.

[6.] Methylenedioxymethamphetamine (MDMA).

3. Employees should be aware that use of hemp oil products will not be an acceptable defense for a positive Delta-9-tetrahydrocanna-binol-9-carboxylic acid (THC) test.

4. Alcohol shall be confirmed positive if both the initial and confirmation tests reveal a breath alcohol content of greater than .04 grams of alcohol per 210 liters of breath or higher. If the initial and confirmation test is above .02 but .04 or below, the employee will not be allowed to perform safety-sensitive functions until the start of his or her next regularly scheduled duty period, but not less than eight (8) hours following administration of the test.

E. Return to Duty and Follow-up Testing

1. After a verified positive test result for drugs and/or alcohol, employees must have a negative test result before returning to work.

2. All employees referred through administrative channels that undergo counseling or rehabilitation program will be subject to unannounced drug and/or alcohol testing for a period of one year following completion of such a program.

   a. Such employees shall be tested at the frequency recommended by the SAP.

b. Return to duty testing is distinct from testing which may be imposed as a component of a rehabilitation program.

3. Confirmation of and continuing participation in a rehabilitation program, as recommended by SAP, is required of an employee returning to duty.

4. In some instances, SAP may require completion of a program prior to returning to duty.

5. The SAP will notify Human Resources when an employee has completed a rehabilitation program.

6. After an employee returns to work during or following a rehabilitation program, a single positive test result for alcohol or a controlled substance or the illegal use of a legal drug or failure to successfully complete the recommended rehabilitation program will result in referral to Human Resources, and the penalty for any conduct described in this part shall be termination of employment.

V. TEST PROCEDURES

A. Drug testing will be done by the split sample method. Testing services shall be provided by a designated contractor at a designated collection site with collection personnel trained in accordance with U.S. Department of Health and Human Services (DHHS) standards and analyzed by an independent DHHS certified lab. The personnel involved in testing and processing results are not employees of the City.

B. Employees subject to testing shall comply with all requirements of the testing process and personnel. Employees will complete all requirements of initial and follow-up tests. Failure to do so will result in termination of employment.

C. Procedures for Alcohol Testing

1. All alcohol tests will be by breath testing only.

2. Upon arrival at the collection site, the employee will show photo identification. Acceptable identification includes an actual Montana driver's license or department ID.

3. Initial breath alcohol testing.

   a. Initial breath alcohol testing is performed by a Breath Alcohol Technician (BAT) who is employed by the collection facility and who is trained in the operation of an evidential breath testing device (EBT) as approved by the National Highway Traffic Safety Administration (NHTSA).

   b. The employee will receive instructions such as 'blow with a strong continuous breath until advised to stop.'

   c. If the result of the initial breath test is an alcohol concentration of .02 or greater, a confirmatory test shall be conducted.

4. Confirmation or verification alcohol breath testing

   a. Confirmation/verification tests shall only be conducted by a Breath Alcohol Technician who is employed by the collection facility.

   b. The confirmatory test may be conducted on the same EBT as the initial test.

   c. Before the confirmatory test is given, the employee shall be observed for 20 minutes prior to testing and shall be instructed not to eat, drink, or place anything in his/her mouth until the conclusion of the breath test.

   d. The employee will receive instructions such as 'blow with a strong continuous breath until advised to stop.'

   e. Collection site personnel may require the employee to sign forms.

f. If the employee has any concerns following the testing process, the employee should advise a supervisor at the collection site, the employee's supervisor, or Human Resources.

D. Procedures for Drug Testing

1. An employee will be verbally notified by a supervisor that he/she has been chosen for a random drug test.

2. The employee will report immediately to the collection site.

3. The employee will strictly follow all directions from collection site personnel before, during, and after collection.

4. Upon arrival at the collection site, the employee will show photo identification. Acceptable identification includes an actual Montana driver's license or Departmental ID.

5. The employee will remove outer garments, such as a jacket or coat. The employee will not be required to remove clothing such as a shirt and pants, and will not be required to put on a hospital gown. All personal belongings, such as a bag or purse, must remain with the outer garments. The employee may retain a small wallet.

6. An employee subject to testing for controlled substances or illegally used drugs under this policy shall be permitted to provide urine specimens in private and in a restroom stall or similar enclosure so that the employee is not visually observed while providing the sample.

7. Collection site personnel may be within hearing range so they can confirm the sample was physically produced at that time.

8. The employee is encouraged to observe the entire collection procedure.

9. Collection site personnel may require the employee to sign forms.

10. If the employee has any concerns following the testing process, the employee should advise a supervisor at the collection site, the employee's supervisor, or Human Resources.

VI. SPECIAL DRUG TESTING PROCEDURES

A. Direct Observation Testing

1. Collection site personnel of the same gender as the employee tested may observe the employee provide the urine specimen when:

   a. Collection site personnel may have reason to believe that a particular individual has altered or substituted the specimen, or

   b. the employee has previously tampered with a sample, or

   c. the employee has equipment or implements capable of tampering with or altering urine samples.

2. Direct observation shall not be the norm.

3. In addition to the procedures listed under Random Testing, the procedure will include direct inspection of the employee with shirt lifted and trousers lowered.

4. Collection site personnel will directly observe the urine leaving the body and entering the collection container.

B. Specimen Temperature Outside of Range

If the temperature of the specimen is outside the range of 32-38 degrees C / 90-100 degrees F or shows signs of contaminants, then there is reason to believe the donor may have altered or substituted the specimen, and another specimen shall be collected for testing under the direct observation of a representative from the collection facility.

C. Dilute Sample

1. If the Medical Review Officer (MRO) notifies the City that an employee's test was positive and dilute, the test will be treated as verified positive. The employee shall not be required to submit another test.

2. If the MRO notifies the City that an employee's test was negative and dilute, and there is no acceptable medical explanation, the following procedures will be followed. If the employee declines to complete or does not complete these procedures, it will be treated as a refusal.

   a. If the creatinine concentration of the dilute specimen was equal to or greater than 2mg/dL, but less than or equal to 5 mg/dL, another sample will be collected under direct observation.

      (1) This test will be conducted unannounced (with the minimum possible advance notice) as soon as possible after the initial test.

      (2) The employee will be escorted by a supervisor immediately to the collection site.

      (3) The employee will be directed not to ingest anything until after the test is completed.

      (4) If the result of the direct observation test is also negative and dilute, the employee will not be required to take an additional test. The result shall be considered confirmed positive.

   b. If the creatinine concentration of the dilute specimen is greater than 5 mg/dL, another test will be collected, but shall not be conducted under direct observation, unless there is another basis for utilization of direct observation.

      (1) This test will be conducted unannounced (with the minimum possible advance notice) as soon as possible after the initial test.

      (2) The employee will be directed not to ingest anything until after the test is completed.

   c. If the 2nd specimen is positive and dilute, the test will be treated as positive.

d. If the specimen is again negative and dilute, the following procedure will apply:

(1) If the creatinine concentration of the second dilute specimen was equal to or greater than 2mg/dL, but less than or equal to 5 mg/dL, another test will be collected under direct observation in the same manner as listed under C2a above.

(2) If the result of this direct observation test is also negative and dilute, the employee will not be required to take an additional test because the result was dilute. The result shall be considered confirmed positive.

(3) If the creatinine concentration of the second dilute specimen is greater than 5 mg/dL, the employee will not be required to take an additional test because the result was dilute. The test will be considered negative.

D. Insufficient Urine Specimen Volume

45mL of urine is required to constitute sufficient testing volume. If the employee does not provide sufficient volume, the following "shy bladder" procedures will apply. If the employee declines to complete or does not complete these procedures, it will be treated as a refusal.

For purposes of this section, permanent or long-term medical conditions are those physiological, anatomic, or psychological abnormalities documented as being present prior to the attempted collection, and considered not amenable to correction or cure for an extended period of time, if ever. Examples would include destruction (any cause) of the glomerular filtration system leading to renal failure; unrepaired traumatic disruption of the urinary tract; or a severe psychiatric disorder focused on genito-urinary matters. Acute or temporary medical conditions, such as cystitis, urethritis or prostatitis, though they might interfere with collection for a limited period of time, cannot receive the same exceptional consideration as permanent or long-term conditions.

E. Shy Bladder Procedure**:**

1. The insufficient specimen will be discarded. Specimens may not be combined.

2. Employees will be advised to drink up to 40 ounces of fluid, distributed reasonably through a period of up to three hours, or until the individual has provided a sufficient urine specimen, whichever

occurs first. The employee may decline to drink, but will still be required to provide a sufficient urine specimen.

3. The employee shall remain in the testing area under observation during the three hour period.

4. If the employee has not provided a sufficient specimen within three hours of the first unsuccessful attempt to provide the specimen, the collection attempt will be discontinued, and the employer will be notified.

5. The employee will be directed to obtain, within seven calendar days, an evaluation from a licensed physician, acceptable to the MRO, who has expertise in the medical issues raised by the employee's failure to provide a sufficient specimen. (The MRO may perform this evaluation if the MRO has appropriate expertise.)

6. After completing the evaluation, the referral physician must provide a written statement of his/her recommendations and the basis for those to the MRO. Detailed information on the employee's medical condition beyond what is necessary to explain the conclusion must not be in this statement. The MRO will seriously consider and assess the referral physician's recommendations in making a determination about whether the employee has a medical condition that has, or with a high degree of probability could have, precluded the employee from providing a sufficient amount of urine. The MRO will notify Human Resources as soon as a determination is made.

    a. If the employee refuses to obtain the evaluation, the test will be deemed a refusal.

    b. If the evaluation determines the employee has a medical condition, and the medical condition has, or with a high degree of probability could have, precluded the employee from providing a sufficient amount of urine, the test will be cancelled.

    c. If the evaluation determines that the employee's medical condition is a serious and permanent or long-term disability that is highly likely to prevent the employee from providing a sufficient amount of urine for a very long or indefinite period of time, the MRO will conduct a further medical evaluation to determine if there is clinical evidence that the employee is using a controlled substance or illegally using drugs.

(1) If the medical evaluation reveals no clinical evidence of controlled substance use or illegal use of drugs, the test result shall be negative.

(2) If the medical evaluation reveals clinical evidence of controlled substance use or illegal use of legal drugs, the test result shall be cancelled. (Because this is a cancelled test, it does not serve the purposes of a negative test, i.e., the employer is not authorized to allow the employee to begin or resume duty, because a negative test is needed for that purpose).

d. If the evaluation determines that there is not an adequate basis for determining that a medical condition has, or with a high degree of probability could have, precluded the employee from providing a sufficient amount of urine, the test will be considered a refusal.

VII. TEST REFUSAL

A. Refusals will result in administrative action the same as if the test was verified positive. In the case of a breath test refusal, administrative action will be the same as if the test was verified in excess of .04.

B. Employees will be considered to have refused testing if they:

1. Refuse to provide a specimen; or
2. Refuse to complete all required tests as directed; or
3. Fail to report for a required test at the scheduled time; or
4. Engage in conduct that clearly obstructs the testing process; or
5. Tamper with the test; or
6. Alter or substitute the specimen; or
7. Fail to provide adequate breath or specimen volume without a verified medical explanation.

VIII. DEFERRAL OF TESTING

A. An employee selected for random drug and alcohol testing may obtain a deferral of testing if Human Resources concurs that a compelling need necessitates a deferral on the grounds that the employee is:

1. In a leave status (sick, annual, administrative or leave without pay); or

2. In official travel status away from the test site or imminently embarking on official travel scheduled prior to testing notification.

B. An employee whose random drug and/or alcohol test is deferred will be subject to testing on his/her next regularly scheduled work shift.

IX. POSITIVE TEST RESULT PROCEDURE

A. Samples testing positive for controlled substances or illegally used drugs will undergo further testing to identify the specific type of drug(s) or substance(s) in the specimen.

B. The applicant or employee will be contacted by the MRO and have the opportunity to provide an explanation of a positive result, which may include providing medical documentation of lawful use of a prescription or over-the-counter medication.

C. If the MRO determines there is no justification for the positive result, such result will then be considered a verified positive test result.

D. The MRO shall notify Human Resources of a verified positive test result.

E. The MRO will notify the employee of the verified positive test result. Once notified, the employee may within 72 hours of notification request the split specimen be tested by another DHHS certified lab.

F. If the employee is unable, for a legitimate reason, to make this request within the 72 hour period, the split specimen test will automatically be conducted.

G. The employer shall pay for the additional test if the additional test results are negative, and the employee shall pay for the additional tests if the additional tests are positive.

X. FINDINGS AND ADMINISTRATIVE DISCIPLINARY ACTION

A. An employee may be found in violation of this policy on the basis of any appropriate evidence including, but not limited to:

1. Direct observation of prohibited alcohol use or drug use including misuse of prescription medication; or

2. Evidence obtained from an arrest or criminal conviction for a drug or alcohol related offense; or
3. A verified positive test result; or
4. An employee's voluntary admission, unless the employee is meeting the requirements as outlined under the Safe Harbor Referral; or
5. Test refusal.

B. An employee who is found to be in actual and illegal possession of a controlled substance, illegally used drug, and/or related paraphernalia while on duty and in or at any City-owned facility, City-owned property, City-approved activity, or City-`owned vehicle, will be investigated and will be subject to termination. He/she may be prosecuted under the applicable state or federal law (refer to Federal Controlled Substances Act Title 21 United States Code, Offenses Involving Dangerous Drugs Title 45 Chapter 9 Montana Code Annotated, and Model Drug Paraphernalia Act Title 45 Chapter 10 Montana Code Annotated.)

C. Effects of Positive Drug Testing Results

1. Any employee receiving his or her first verified positive test for a controlled substance will be referred to Human Resources, and will be subject to mandatory administrative action including referral to the SAP, and one (1) day leave without pay. A second positive test indicating drugs and/or alcohol will result in termination of employment.

2. Any employee receiving his or her first verified positive test for illegally used drugs, i.e., prescription medication or over-the-counter medication, shall be referred to Human Resources and will be subject to mandatory administrative action including referral to the SAP, and to one (1) day leave without pay. A second positive test indicating drugs and/or alcohol will result in termination of employment.

3. Successful completion of any rehabilitation recommended will be a condition of continued employment.

   a. The cost of rehabilitation will be the responsibility of the employee.

b. Employees may be allowed to use accrued leave (Sick leave followed by vacation and/or compensatory leave) to complete rehabilitation until such leave is exhausted, at which time the employee may be allowed to go on unpaid leave.

c. The employee remains responsible for successful completion of the SAP designated treatment program, and assertions regarding the effectiveness of a program shall not constitute either an acceptable explanation or excuse for continuing to misuse alcohol and/or drugs or a defense to disciplinary action if the employee does not complete treatment.

4. The City may initiate action to terminate an employee for refusing to obtain and complete counseling or rehabilitation through an SAP or a state licensed facility as recommended by SAP.

5. The employee must have a negative test result before returning to work.

6. The employee shall be subject to a return-to-duty agreement.

7. Following a verified positive test and after returning to duty, the employee will be subject to unannounced testing for a period of time determined by the SAP.

D. Effects of Positive Alcohol Testing Results

1. When an employee is found to be in violation of the alcohol provisions of this policy, he or she shall be referred to Human Resources and will be subject to mandatory administrative action, including referral to the SAP and one (1) day leave without pay. A second positive test indicating drugs and/or alcohol will result in termination of employment.

2. If the employee is retained, the SAP's recommended rehabilitation will be a condition of continued employment.

a. The cost of rehabilitation will be the responsibility of the employee.

b. Employees may be allowed to use accrued leave to complete rehabilitation until such leave is exhausted at which time the employee may be allowed to go on unpaid leave.

c. The employee remains responsible for successful completion of a treatment program, and assertions regarding the effectiveness of a program shall not constitute either an acceptable explanation or excuse for continuing to misuse alcohol and/or drugs or a defense to disciplinary action if the employee does not complete treatment.

3. The City may initiate action to terminate an employee for refusing to obtain counseling or rehabilitation through an SAP or a state licensed facility.

4. The employee must have a negative test result before returning to work.

5. The employee shall be subject to a return-to-duty agreement.

6. Following a verified positive test and after returning to duty, the employee will be subject to unannounced testing for a period of time determined by the SAP.

7. Any subsequent positive test for alcohol use will subject the employee to termination of employment.

8. An employee with a first breath alcohol test which shows a breath alcohol content of .02 or greater but .04 or less may not return to duty for the remainder of the scheduled work day and must take sick leave for the remainder of his/her shift. The employee shall have a negative test result before returning to work.

XI. RECORDS AND REPORTS

A. The employee's privacy shall be maintained. All testing information specifically relating to individuals pursuant to this program and any intervention steps, including referral for treatment, counseling or

rehabilitation programs, is confidential and shall be treated as such by everyone authorized to review or compile program records.

B. In order to efficiently implement this requirement and to make information readily retrievable, Human Resources shall maintain all records relating to testing, suspicion of tampering, and any other authorized documentation necessary to implement this policy. Such information shall remain confidential, with only authorized individuals who have a need-to-know having access to them.

C. The results of a test of an employee for alcohol, controlled substances, or illegally used drugs along with all information, interviews, reports, statements, and memoranda will not be disclosed to an outside entity without the prior written consent of such employee, unless the disclosure is:

1. to the tested employee;

2. to the MRO;

3. to the SAP in which the employee is receiving counseling or treatment or is otherwise participating;

4. to the Human Resources Director, the Department Director, and the City Administrator, the Assistant City Administrator or people with the legal right to access;

5. pursuant to the order of a court of competent jurisdiction or where required by the Department to defend against any challenges of adverse personnel action by the City;

6. report information that is required by law to be reported to a state or federal licensing authority in response to inquiries relating to a workplace accident involving death, physical injury, or property damage in excess of $1,500 when there is reason to believe that the tested employee may have caused or contributed to the accident.

D. Test results with all identifying information removed may be used for data collection and other activities necessary to comply with testing requirements.

E. Information obtained through testing that is unrelated to the alcohol use, controlled substance use, or illegal use of a drug must be held in strict confidentiality by the Medical Review Officer and may not be released to the employer without the written consent of the employee tested.

XII. ADDITIONAL PROVISIONS

A. Department Educational Program: Annually, employees will be provided with information regarding controlled substances, alcohol, and illegal use of drugs. All supervisors shall receive training in compliance with 49 CFR 382.603.

B. Notification of Conviction: Any employee who is convicted of a criminal drug or alcohol related violation must notify the City within five (5) calendar days of the conviction. A conviction, a plea of guilty, a plea of no contest, receiving a suspended imposition of a sentence, and a withheld judgment will all be considered the same as a conviction. This obligation to report applies even to deferred prosecutions and deferred impositions of sentence.

C. Limitation of Adverse Action: No adverse action, including follow-up testing, may be taken by the employer if the employee presents a reasonable explanation confirmed by the MRO indicating that the original test results were not caused by the use of controlled substances, by alcohol consumption, or by the illegal use of drugs. Reasonableness shall be determined by Human Resources. If the employee presents a reasonable explanation confirmed by the MRO, the test results must be removed from the employee's record and destroyed.

D. Employee’s Right of Rebuttal: The employer shall provide an employee or prospective employee who has been tested under any qualified testing program with a copy of the test report. The employee or prospective employee will be given the opportunity to provide notification to the Medical Review Officer of any medical information that is relevant to interpreting test results, including information concerning currently or recently used prescription or nonprescription drugs. The employer is also required to obtain an additional test of the split sample by an independent laboratory selected by the person

tested at the request of the employee. (See Section XI.) The employee must be provided the opportunity to rebut or explain the results of any test.

E. New Employee Notification: Applicants for City positions will be informed about the drug-free workplace policy on the vacancy announcement. During the screening process applicants will be notified of the testing requirements and that appointment to the position is contingent upon a negative pre-employment drug test. Upon hiring, new employees will receive a copy of the policy in the Employee Policy Handbook.

F Employee Policy Confirmation Receipt: Employees will be required to sign a statement that confirms that he/she has received a copy of the alcohol and drug-free workplace policy. The statement will be maintained in the employee's personnel file.

G. Cost: Testing will be at the employer's expense: If an employee contests the verification test results, another test will be conducted. If that test is positive, the employee will be responsible for payment. If it is negative, the employer will be responsible for payment. Employees will be compensated at the employee's regular rate, including benefits, for time attributable to the testing program.

H. Unintentional Ingestion: Any employee who unintentionally ingests a controlled substance shall immediately report the incident to his/her supervisor so that appropriate medical steps may be taken to ensure the employee’s health and safety.

I. Voluntary Testing: Employees may volunteer for testing as part of a City investigation. The employee must cooperate with all parts of the test and complete all requirements of collection site personnel.

XIII. RESERVATIONS

Employees who are enrolled in and are participating in, or have completed a supervised rehabilitation program and are no longer engaging in the misuse of alcohol, use of controlled substances, or illegal use of drugs, shall be protected from discrimination and harassment in accordance with the Americans with Disabilities Act of 1990. This prohibition does not preclude follow-up testing.

This program is intended to carry out the City's Alcohol and Drug-Free Workplace Policy. All situations will be handled in accordance with this policy and in consultation with representatives of Human Resources.

XIV. POLICY AND PROCEDURE DEFINITIONS

Adulterant – Adulterating substance or agent aimed to corrupt, debase, or make impure.

Adulterated specimen – A urine specimen containing a substance that is not a normal constituent or containing an endogenous substance at a concentration that is not a normal physiological concentration.

Alcohol – means an intoxicating agent in alcoholic beverages, food, or medication; ethyl alcohol, also called ethanol; or the hydrated oxide of ethyl.

Alcohol concentration – means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

Breath Alcohol Technician (BAT) – A person who instructs and assists individuals in the alcohol testing process and operates an EBT.

Cancelled test – A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which this part otherwise requires to be cancelled. A cancelled test is neither a positive nor a negative test. Having a cancelled test does not relieve the employee of the responsibility to provide a test that produces a measured outcome.

Collection site – A place designated by the employer where employees present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs or providing a breath same to be analyzed for the presence of alcohol.

Confirmation test - For alcohol, a second test following a screening test with a result of 0.02 or greater that provides a measure of alcohol concentration. For controlled substances and illegally used drugs testing, an analytical procedure to identify the presence of a specific drug or metabolite which is independent of the screening test and which uses a different technique and chemical principle from that of the initial screening test in order to ensure reliability and accuracy.

Controlled Substance – means any drug, substance, or precursor included in Schedules I through V as defined by Section 812 of Title 21 of the United States Code (21 USC 812) or any drug, substance, or precursor included within the definition of "Dangerous Drug" in Title 50 Chapter 32 Part 2, Montana Code Annotated (for example, but not limited to: cocaine, marijuana,

methamphetamine.) For the purpose of this policy, the term 'controlled substance' does not include the use of prescribed drugs, which have been legally obtained and are being used in the manner and for the purpose for which they were prescribed. The term does not include distilled spirits, wine, malt beverages, or tobacco. It does include medical marijuana.

Conviction – means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of federal or state criminal drug or alcohol statutes.

Critical Incident – means any incident in which someone is killed or is seriously injured.

Dilute specimen – means a urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

Direct observation – means an employee being directly observed while providing a urine sample. The procedure will include direct inspection of the employee with shirt lifted and trousers lowered and will include direct observation of urine leaving the body and entering the collection container.

Employee – All part-time, full-time, , and seasonal employees of the City of Billings engaged in the performance, supervision, or management of work in a hazardous work environment, security position, position affecting public safety, or fiduciary position. It does not include an independent contractor. The term includes an elected official.

Employee Assistance Program (EAP) – means a contract-based counseling program that offers assessment, short-term counseling, and referral services to employees for a wide range of drug, alcohol, and mental health problems, and monitors the progress of employees while in treatment.

Employer – means the City of Billings.

Evidential Breath Testing Device (EBT) – means an instrument reliable in measuring alcohol concentration in breath, which meets the National Highway Traffic Safety Administration specifications and is listed in the conforming products list of evidential breath testing devices.

Hazardous work environment includes but is not limited to positions:

i. For which controlled substance and alcohol testing is mandated by federal law, such as aviation, commercial motor carrier, railroad, pipeline, and commercial marine employees;

ii. That involve the operation of or work in proximity to construction equipment, industrial machinery, or mining activities; or
iii. That involves handling or proximity to flammable materials, explosives, toxic chemicals, or similar substances.

Illegally Used Drugs / Illegal Use of Drugs – means:

A. any prescribed drug which is legally obtainable but has not been legally obtained or is not being used for prescribed purposes or in the prescribed manner;

B. any other over-the-counter or non-drug substances (for example, but not limited to: airplane glue) being used for other than their intended purpose.

Initial test or Screening test – means a test for controlled substances or illegally used drugs to eliminate "negative" urine specimens from further consideration and to identify the presumptively positive specimens that require confirmation or further testing. In alcohol testing, an analytical procedure to determine whether an employee has a prohibited concentration of alcohol in his or her system.

Insufficient urine specimen – means less than the 45mL of urine required to constitute a sufficient testing volume. An insufficient specimen will prompt "shy bladder" procedures.

Medical Review Officer (MRO) –Means a licensed physician trained in the field of substance abuse.

Precursors – means a biochemical substance which can be processed or synthesized into one of the categories of drugs to be tested under this policy.

Prospective employee means an individual who has made a written or oral application to the City of Billings to become an employee. **Qualified testing program** – means a program to test for the presence of controlled substances and alcohol that meets the criteria set forth in sections 39-2-207 and 39-2-208 Montana Code Annotated. **Random testing** – means a system of drug and alcohol testing imposed without individualized suspicion that a particular employee is using controlled substances, alcohol, or illegally using drugs. The system is a statistically random sampling of such employees based on a neutral criterion, such as social security numbers.

Referral Physician – means a licensed physician, acceptable to the MRO, who has expertise in the medial issues raised when an employee provides and

insufficient urine specimen. The MRO may act in this capacity if he/she has appropriate expertise.

Return-to-Duty Agreement – means an agreement between the City and an employee that allows an employee continued employment under stringent guidelines prohibiting use of drugs and alcohol. An employee's failure to meet the terms of the agreement, which may include successfully passing tests for alcohol and/or controlled substances and/or illegally used drugs, shall result in termination.

Sample – means a urine specimen, a breath test, or oral fluid obtained in a minimally invasive manner and determined to meet the reliability and accuracy criteria accepted by laboratories for the performance of drug testing that is used to determine the presence of a controlled substance or alcohol.

Shy bladder procedure – means the procedure that is followed when an employee does not provide a sufficient urine volume (45mL) for testing.

Split specimen – means, in drug testing, a part of the urine specimen that is sent to a first laboratory and retained unopened, and which is transported to a second laboratory in the event that the employee requests that it be tested following a verified positive test of the primary specimen or a verified adulterated or substituted test result.

Substance Abuse Professional (SAP) – the City's substance abuse professional who evaluates employees who have violated drug and alcohol policies and makes recommendations concerning education, treatment, follow-up testing, and after care.

Supervisor – means a non-bargaining employee who exercises supervision of one or more employees.

Unannounced test – means a test for alcohol, control substances, and/or illegally used drugs previously scheduled and announced only to the employee just prior to the scheduled time, allowing only appropriate time for the employee to immediately proceed directly to the scheduled testing site.

Under the Influence/Impaired – When an employee is affected by a drug or alcohol or a combination of a drug and alcohol. The symptoms of influence and/or impairment are not confirmed to those consistent with misbehavior, or to obvious impairment of a physical or mental ability such as slurred speech or difficulty in maintaining balance. A determination of use, influence, and/or impairment can be established by a professional opinion, urine, blood or any other commonly used scientific valid tests and in some cases by a lay person's opinion. An employee will be presumed to be impaired and in violation of this policy whenever the presence of drugs is detected at levels determined by the testing laboratory as constituting a positive indication for drugs. An employee will

be presumed to be impaired by positive indication for drugs. An employee will be presumed to be impaired by alcohol whenever the presence of alcohol is detected at a level of .04% or greater.

Verified Positive Test Result for Alcohol – means the presence of alcohol in the breath at a level of greater than .04 as confirmed by two tests with evidential breath testing devices and administered by a trained and certified Breath Alcohol Technician.

Verified Positive Test Result for Drugs – means a test result that was positive for a controlled substance or illegally used drug on an initial FDA-approved immunoassay test, confirmed by a Gas Chromatography/Mass Spectrometry assay, (or other confirmation tests approved by the U.S. Department of Health and Human Services), and reviewed and verified by the Medical Review Officer in accordance with this policy and the Mandatory Guidelines for Federal Workplace Drug Testing Programs.

REFERENCES:

Montana Workforce Drug and Alcohol Testing Act
39-2-205 through 39-2-211 Montana Code Annotated (MCA)

Procedures for Transportation Workplace Drug and Alcohol Testing Programs
Title 49 Part 40 (and Part 382) Code of Federal Regulations (CFR)

Federal Controlled Substances Act
Title 21 United States Code (USC)

Offenses Involving Dangerous Drugs and Procedural Provisions
Title 45 Chapter 9 Montana Code Annotated (MCA)

Model Drug Paraphernalia Act
Title 45 Chapter 10 Montana Code Annotated (MCA)

Controlled Substances Codes

Title 50 Chapter 32 Montana Code Annotated (MCA)

Regular City Council Meeting
Meeting Date: 09/12/2011
TITLE: Draft 2012 Unified Planning Work Program (UPWP)
PRESENTED BY: Candi Beaudry
Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

The Planning Division is presenting the Draft 2012 Unified Planning Work Program (UPWP) for the Billings Metropolitan Planning Organization for City Council review and recommendation to the Billings Policy Coordinating Committee (PCC). The UPWP is primarily for the purpose of programming the federal dollars Billings receives from the Federal Highway Administration (FHWA) for transportation planning. These funds are passed through the Montana Department of Transportation (MDT). All planning activities are included in the UPWP so that it represents a comprehensive document of the urban transportation planning program. This UPWP proposes planning activities for Federal Fiscal Year 2012, which runs from October 1, 2011, through September 30, 2012.

This UPWP corresponds directly with the Planning Division's annual work plan. The significant changes in this year's program include a reformatting of each work element per FHWA's 2011 Program Review, beginning a Hospitality Corridor Study and Exposition Gateway Master Plan, a Downtown Circulator Transit Study and a Highway 3 Corridor Study. The Transit section is Chapter II of the UPWP. The document is consistent with past programs.

ALTERNATIVES ANALYZED

The Council may:

- Accept the program (recommended) and instruct Council Member Ulledalen, or a designee, to give a positive recommendation to PCC; or
- Reject the plan and instruct Council Member Ulledalen, or a designee, to give a negative recommendation to PCC. Rejection of the UPWP would mean a significant reduction in funding to complete planning activities in Billings and Yellowstone County; or
- Make amendments to the program document and instruct Council Member Ulledalen, or a designee, to give a positive recommendation to PCC

The PCC meeting is scheduled for September 13th.

FINANCIAL IMPACT

Approval of the 2012 UPWP allows the City to access Federal funds for transportation planning in the community. Federal and local funds are combined to provide most of the planning work done by the Planning Division for the City and the County. If the UPWP is not approved, there would be a significant loss of resources for community planning. The breakdown of funding sources is provided below:

- $127,000 Planning Dept. Fee Revenue (City of Billings)
- $42,000 Planning Dept. Fee Revenue (Yellowstone County)
- $345,000 Yellowstone County Levy
- $944,332 Federal Planning (PL) Allocation

$1,458,322 Total Program (UPWP)

RECOMMENDATION

Staff recommends that the City Council approve the Draft 2012 UPWP and instruct the Council's representative to carry that recommendation to the PCC meeting on September 13th.

APPROVED BY CITY ADMINISTRATOR

Attachments

Draft 2012 UPWP

Billings Urban Area

Unified Planning Work Program

(UPWP)

Federal Fiscal Year

2012

DRAFT

Prepared By:

Billings/Yellowstone County Planning Department
4th Floor, Parmly Billings Library
510 North Broadway
Billings, Montana 59101

In Cooperation With:

Montana Department of Transportation
Federal Highway Administration
Federal Transit Administration

UNIFIED PLANNING WORK PROGRAM

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INTRODUCTION

The Billings Urban Area planning process is organized and conducted in a cooperative, coordinated, and comprehensive manner. The Yellowstone County Board of Planning, as the designated Metropolitan Planning Organization (MPO), is charged with the responsibility of administering the planning process. Under federal regulation, an MPO must be established for urban areas with populations greater than 50,000 in order to receive federal funds for construction projects and transportation planning. This document, the Billings Urban Area Unified Planning Work Program (UPWP), and a companion document, the Prospectus, is the foundation upon which the planning process is based.

The UPWP is developed each year, and once adopted and approved by FHWA and FTA, is in effect from October 1 to September 30. The UPWP contains a task by task discussion of projects, which are to be undertaken during the program year. It also contains appropriate funding information, staffing information, and a schedule for each project. The UPWP undergoes a comprehensive review at the local, state, and federal levels each year.

This year, Federal Fiscal Year 2012, the format for work program activities conforms to Federal Transit Administration (FTA) Circular 8100.1B, specifically Chapter IV. The Montana Department of Transportation and the Yellowstone County Board of Planning have mutually agreed upon use of this format.

The Prospectus is a detailed description of projects, which occur on a routine basis. Once adopted, the Prospectus is only amended if there is a change in the planning process. The Prospectus also contains information pertaining to the organization of the planning process, agencies involved, and agreements between agencies involved in the process.

Cost overrun guidelines have been established by the Montana Department of Transportation, and agreed to by the Yellowstone County Board of Planning. Those guidelines will determine the allowable overruns for any work program element. Overruns that surpass those outlined in the guidelines will require a UPWP amendment.

This document includes two chapters, Highway and Transit. Each chapter contains individual work elements. These work elements describe work the planning staff will undertake in the program year as well as work accomplished in the past year. Also included is a breakdown of funding sources which include, Planning (PL) funds and Local (City & County) funds which are used to provide funding for non PL eligible activities.

DATES OF LOCAL APPROVAL

TAC –08/18/11

PLANNING BOARD –08/23/11

COUNTY COMMISSION –8/30/11

CITY COUNCIL –9/12/11

PCC –9/13/11

CHAPTER I

YELLOWSTONE COUNTY BOARD OF PLANNING

SECTION I UNIFIED PLANNING WORK PROGRAM

41.11.100 PROGRAM SUPPORT & ADMINISTRATION

100 PROGRAM ADMINISTRATION (4301)

OBJECTIVE

- To administer the area-wide planning process.
- To support the Board of Planning and other Boards, Commissions, and the City Council and County Commissioners in their decision-making activities in the planning process.
- To engage in administrative and financial actions related to identified planning activities and to prioritize those activities.
- To enhance staff skills and maintain staff exposure to the "state-of-the-art" in planning methodology and computer software.
- To maintain contact with, provide input to, and receive feedback from various local, state and federal agencies, committees and groups during the planning process.

ACCOMPLISHMENTS - FISCAL YEAR 2011

Ensured conformance with federal, state and local administrative and regulatory requirements, as well as maintenance of planning operations.

Members of the planning staff attended various professional meetings, workshops, and conferences at which planning, transportation, transit, bicycle/pedestrian and related topics were presented and discussed.

Specifically, the City/County Planning Department (Planning Department) and members of other local, state and federal departments and agencies actively participated in a diverse set of local meetings, including the Billings Technical Advisory Committee (TAC), Policy Coordinating Committee (PCC), Billings & Yellowstone County Zoning Commissions and Boards of Adjustment, Board of Planning, City Annexation Committee, City Development Process Review Committee, Community Development Board, Traffic Control Board, Bicycle and Pedestrian Advisory Committee, Historic Preservation Board, and others. The Alternative Modes Coordinator Contract Position now administers grant writing services for the Department. The CTEP program was administered from this work element by Planning Department staff.

Members of the planning staff received updates in computer software programs for the geographic information system and its application to mapping data layers such as streets, land use, address, ownerships and environmental data. Staff regularly utilizes an application tracking and project management software system that integrates the existing City building permit, finance and land

management software, as well as coordinated subdivision and development project reviews across City and County departments. Staff also administered updating the City Annexation Policy and Limits of Annexation Map, and assisted in updates to the City's Capital Improvement Program. Staff participated in a FHWA Program Review. The outcomes of this review are being incorporated into transportation planning documents including this FY2012 UPWP.

PROPOSED ACTIVITIES - FISCAL YEAR 2012

All administrative functions of the Planning Department will be performed under this work element. Program management activities will include, but not be limited to the following:

1. Correspondence
2. Public Relations
3. Employee Guidance & Supervision
4. Program Organization
5. Consultant Liaison Activities
6. Staff Meetings
7. Negotiations
8. Preparation of Contracts
9. Staff Training
10. Performance Monitoring
11. Office equipment acquisition
12. Budget Management and Administration

PL Eligible Activities

- As per the MPO's public participation plan and ongoing public outreach efforts, the planning staff will make available the documents and guidelines for transportation planning activities to the community, as well as keep abreast of federal and state requirements as they relate to the overall planning processes. These activities may include distribution of the Billings Area Bikeway and Trail Master Plan to community organizations or individuals, distribution of the current Billings Area Tour Map for bicycle and pedestrian users and visitors, explanation and distribution of the MPO's public participation plan to groups involved or interested in transportation planning processes in the community, and explanation and information dissemination of the CTEP program to possible project applicants in the community.
- Staff will update the PL & Memorandum of Agreement as necessary.
- Quarterly progress and expenditure reports will be prepared and transmitted to the Montana Department of Transportation (MDT) in order to maintain federal funding support.
- The FY 2012 UPWP will be continually appraised and monitored in terms of content and budget allocations and will be revised when deemed necessary.
- The Fiscal Year 2013 UPWP will be developed under this work element.
- The Board of Planning, Board of County Commissioners and City Council will be kept informed of the activities of the staff and its progress in completing the approved UPWP.
- All planning staff will participate in recognized and approved training programs in order to improve staff skills and capabilities. Planning expertise will be maintained through enrollment in appropriate planning and transportation-related courses at area colleges, workshops, seminars, webinars and conferences.
- Staff will adapt software programs to effectively utilize traffic data and continue computer-training programs.
- The use of PL funds for out-of-state travel and/or registration fees for the above or other purposes will continue to be subject to prior approval of MDT.

- The Community Transportation Enhancement Program (CTEP) administration will be funded through this work element.
- The Alternative Modes Coordinator position will continue to be funded through a consultant contract, totaling $68,000. The contract will be funded out of several work elements (100, 200 and 300).
- Grant writing services have been incorporated within the Alternative Modes Coordinator contract. Alternative mode activities in this work element will include:
  - Work Field inspections, handle complaints and investigate problem areas of the trail system.
  - Presentations as needed.

Locally Funded Activities

- General administrative activities will include maintenance of files, library documents, daily correspondence and preparation of necessary periodic reports.
- Interagency committee participation is included in this work element.
- All staff members will continue to participate in and encourage increased cooperation between state and local agencies, departments and governing bodies.
- The Planning Department will serve both as a coordinator of and a participant in meetings and on committees.
- Planning Department involvement will include participation with such agencies as the Housing Authority, Big Sky Economic Development Authority (BSEDA), Air Pollution Control Board, Riverstone Health (formerly the City-County Health Department), legislative study committees, and other agencies.
- Staff will also continue a summer intern program as interest and needs arise; oversight of these individual(s) will take place in this work element.

STAFFING

20.5 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY

The Planning Department will be responsible for administering the area-wide planning process for the City and County.

PRODUCT

- An ongoing administrative program focused primarily at effective and expeditious implementation of this UPWP.
- The continual enhancement of the Planning Department staff skills and knowledge.
- Maintenance of a coordinated, comprehensive, and cooperative planning process that is endorsed and supported by the local community.

FUNDING SCHEDULE - ADMINISTRATION

FUNDS PROGRAMMED - FISCAL YEAR 2011

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	$145,200	$118,800	$264,000
TOTAL	$145,200	$118,800	$264,000

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	55	45	100

FUNDS PROGRAMMED - FISCAL YEAR 2012

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	$145,750	$119,250	$265000
TOTAL	$145,750	$119,250	$265,000**

*The matching ratio is Federal PL--86.58% and State match-13.42%.
**This work element will fund approximately 58% of the Alternative Modes Coordinator contract ($39,440). A media/presentation laptop computer will be purchased for use by the Planning Department ($2,500).

101 SERVICE (4302)

OBJECTIVE

- To coordinate the dissemination of information and exchange of ideas between planning agencies and the interested public, decision-makers, and other departments, agencies, and organizations as related to the Billings MPO.

ACCOMPLISHMENTS - FISCAL YEAR 2011

Members of the planning staff were involved in a wide range of service tasks. Planning services included presentations related to roadways and alternative transportation, responding to citizen inquiry and complaints regarding streets, subdivision layout, site distance, zoning request, conformance with the 2010 Transportation Plan and the Heritage Trail Plan, Yellowstone County and City of Billings 2008 Growth Policy, West Billings Plan, Northwest Shiloh Area Plan, and various neighborhood and community plans. Staff presented transportation planning information at all of the Neighborhood Task Forces in Billings and also provided input on the East Billings Urban Renewal District (EBURD) Master Plan. Planning staff also shared information with the community and stakeholders through management of a Federal Energy Efficiency and Conservation Block Grant program that includes funding for the Swords Park Trail Phase II and a hybrid diesel-electric bus for the Library. Staff also presented information to the public and Library Board on an ongoing Library Facility Study, including location analysis for future branch libraries based on the transportation network and service requirements. The Billings MPO hosted more than 40 webinars covering a variety of topics including transportation and mobility related topics.

PROPOSED ACTIVITIES - FISCAL YEAR 2012

PL Eligible Activities

- Staff will continue to organize a very successful series of webinars and "brown bag lunch" seminars on a wide range of planning topics, including multi-modal transportation planning and funding, collaborative community planning techniques and planning for sustainability as well as various Institute of Transportation Engineers, Pro Bike/Pro Walk and Federal Highway Administration webinars.
- Staff is also targeting webinars which educate the public on the transportation planning process and funding as related to the operation of the MPO.

Locally Funded Activities

- Staff will continue to develop and use website tools to enable citizens to access information on upcoming planning activities, board and commission meetings, and recent land use applications, as well as interact with various planning processes through email notification and online comment programs
- Continue increasing community awareness of the interrelationships between land use development and transportation needs through dissemination of information and drafting of planning documents that incorporate both elements together.

STAFFING

3.5 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY

As Assigned.

PRODUCT

- A responsive and flexible planning process utilizing staff capable of providing short-term findings and recommendations, as well as ongoing customer service to the public on all levels of planning projects and regulations.

FUNDING SCHEDULE - SERVICE

FUNDS PROGRAMMED - FISCAL YEAR 2011

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	$14,000	$14,000	$28,000
TOTAL	$14,000	$14,000	$28,000

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	50	50	100

FUNDS PROGRAMMED - FISCAL YEAR 2012

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	$14,000	$14,000	$28,000
TOTAL	$14,000	$14,000	$28,000

*The matching ratio is Federal PL--86.58% and State match-13.42%.

102 CITIZEN INVOLVEMENT (4303)

OBJECTIVE

- To solicit information concerning community values and goals and to receive community input into the development of plans and projects.

ACCOMPLISHMENTS - FISCAL YEAR 2011

Numerous meetings with service clubs, civic groups, and professional organizations were attended by staff members to discuss all facets of local planning. The Planning Board used extensive public input to review and receive comments on a wide range of planning issues throughout the City and County. Meetings of neighborhood task force organizations and neighborhood groups were also attended as requested to answer questions and review long-range planning issues, particularly related to transportation planning and projects, as well as code enforcement complaints. Staff, in coordination with a consultant, updated the Heritage Trail Plan, now entitled the "Billings Area Bikeway and Trail Master Plan". This year-long process included an informational website and numerous public meetings and hearings before the governing bodies. A separate document, "The Trail Asset Management Plan" was also developed with the assistance of a consultant and was adopted through a public process by the Policy Coordinating Committee. This document identifies the maintenance needs and costs for trails within the Billings Urban Area. In addition to those planning efforts, the staff participated in the implementation of the EBURD which included adopting new parking standards for the EBURD, converting 1-way streets to 2-ways with multi-modal amenities, and began the process of developing a form-based code for the EBURD. The South Billings Boulevard Master Plan process began and included 2 of 6 planned public meetings addressing transportation-related issues.

PROPOSED ACTIVITIES - FISCAL YEAR 2012

PL Eligible Activities

- Title VI issues and any updates to the program also will be addressed as necessary.
- The staff will continue to support the Bicycle/Pedestrian Advisory Committee. The Committee is responsible for forwarding recommendations to the Planning Board and governing bodies on bicycle safety, trails, bike lanes, pedestrian safety and access and other matters. The group will be involved in CTEP review, bicycle and pedestrian signing and safety projects, grant applications for non-motorized transportation projects, and community education and outreach on bicycle and pedestrian safety within the MPO.
- TAC and PCC meetings and related notices will be held/disseminated as necessary.
- Staff will continue to update and maintain the MPO's website to provide the most current up to date information to the community.

Locally Funded Activities

- Meetings with various citizen groups will be coordinated and attended for the purpose of soliciting information and ideas on a broad range of planning issues within the Billings Urban Area and throughout Yellowstone County.
- Some of the specific projects that will include community participation include the Exposition Gateway Master Plan, the Hospitality Corridor study, the Highway 3 Corridor Study and the North Billings By-Pass Environmental Assessment.

STAFFING

4.0 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY
City/County Planning

PRODUCT

- A comprehensive and coordinated solicitation and collection of public opinions in order to accurately reflect the preferences and priorities of the citizens within the Billings Urban Area.

FUNDING SCHEDULE - CITIZEN INVOLVEMENT

FUNDS PROGRAMMED - FISCAL YEAR 2011

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	$19,500	$19,500	$39,000
TOTAL	$19,500	$19,500	$39,000

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	50	50	100

FUNDS PROGRAMMED - FISCAL YEAR 2012

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	$19,500	$19,500	$39,000
TOTAL	$19,500	$19,500	$39,000

*The matching ratio is Federal PL--86.58% and State match-13.42%.

41.12.200 GENERAL DEVELOPMENT & COMPREHENSIVE PLANNING

200 Community Planning (4304)

OBJECTIVE

- To maintain records and make projections of population and dwelling unit data, land use information, employment data, and to maintain adequate financial records, files and reports.
- To provide current, accurate information pertaining to the quantity of residential, commercial, industrial, and public land in the MPO and across the County.
- To summarize and analyze development trends and to provide visual information to the City Council, County Commission, Planning Board and the public during the public input process for transportation and land-use decision making.
- To recommend implementation of the goals, policies, and strategies of the adopted 2008 Yellowstone County/City of Billings Growth Policy.
- Implementation of the 2009 Billings Urban Area Transportation Plan.

ACCOMPLISHMENTS - FISCAL YEAR 2011

2010 Census information has been updated and placed in various databases as it has become available. Data gathered and updated included annual information related to population estimates for city and counties within the State of Montana. This annual information is used by the public and public agencies for planning purposes. The American Community Survey is accessed for review and dissemination, and updated information released by the US Census Bureau in regards to commuting patterns. Other data gathered includes:

- Building Permits, Demolition Permits, Electrical Permits, Subdivision Applications, Zoning Applications, Special Reviews, Variances, temporary use permits, sign permits, zoning compliance permits and zoning clarification documents, annexation data, population trends, land use trends, school enrollment, employment data and general economic indicators.

The planning staff continued to review the 2010 Census data and the 2008 American Community Survey (ACS) figures and estimates for population and demographic data. The Census information was made available to various local agencies and organizations and to the general public. This data was used for developing reports, grant applications and planning documents such as the Billings Area Bikeway and Trail Master Plan and the South Billings Boulevard Urban Renewal District Master Plan.

Several datasets, including the general land use map of the County were updated so as to maintain an inventory of existing conditions. This information was utilized in various planning studies and provided to other departments and the general public. Zoning data developed in element 204 for the entire City and County zoning jurisdictions was provided to neighborhood task force groups and others as requested. Numerous other special purpose maps were prepared for meeting purposes including bicycle trail maps, annexation maps, estimated development density maps and tables for the Limits of Annexation Map area, and other project influence areas. Natural resource, 2010 Census, and jurisdictional boundary information was updated or developed. Traffic count station locations were geo-positioned and linked with the City-County traffic count matrix.

Ongoing review and implementation of sub-area neighborhood and transportation plans, and other planning documents was carried out by staff. Several maps and datasets were also assembled for the Infill Workshop held in April, 2011 showing potentially developable vacant and underutilized properties within the MPO planning boundary.

PROPOSED ACTIVITIES - FISCAL YEAR 2012

PL Eligible Activities

- Highly detailed aerial imagery completed in October 2009 has been added to an interactive Planning Department GIS map site that staff can use to evaluate property conditions and see before and after impacts from development projects.
- The GIS software will be upgraded and expanded to ensure compatibility with available datasets and utilize the existing data sets more effectively. Since the City is in the process of converting to a new electronic project tracking and management system, staff is researching the future connection between this system and GIS. The GIS will be utilized to develop a series of maps, including existing and proposed pedestrian trail routes and projects in the community, maps to complete the Hospitality Corridor Study and an Exposition Gateway Master Plan, updates to a preferred growth area map in conjunction with the City's Limits of Annexation Map, and others.
- The planning staff, under the direction of the Board of Planning, will continue to work on long-range planning projects according to the priorities established by both the City of Billings and Yellowstone County. In particular, the South Billings Boulevard Urban Renewal District Master Plan, the Hospitality Corridor Study, Exposition Gateway Master Plan and the Highway 3 Corridor Study.
- Alternative mode activities in this work element will include:
  - Work with staff to insure a bike/pedestrian friendly community.
  - Review of proposed subdivision trail easements.

Locally Funded Activities

- Staff also will continue to work with the Big Sky Economic Development Authority (BSEDA) to implement the Master Plan for the East Billings Urban Renewal District (EBURD) that includes detailed analysis of the transportation and land use connections in the area.
- Staff continues to work in coordination with the Yellowstone County Disaster and Emergency Services Office and BSEDA to manage a FEMA grant for a West Billings Flood Mitigation and Groundwater Recharge Study.
- Staff plans to work with the City, County, BSEDA, EBURD property owners, and others to prepare a Hospitality Corridor Study and an Exposition Gateway Master Plan. The study areas for both of these projects will include the transportation corridor from the Lockwood Interchange to the Airport Road/Main Street intersection and the land along this corridor.
- Continued maintenance and update of socio-economic and land use data for both transportation and comprehensive planning activities will continue in 2012, with new 2010 Census information.
- Various GIS databases and layers will continue to be developed and centrally maintained, including information on neighborhoods, community assets, route planning, trail systems and transportation plans.

STAFFING

18.5 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY

City/County Planning

PRODUCT

- Various reports, files, and projections of socio-economic data necessary for current transportation and comprehensive planning activities, as well as support of City/County economic development activities.
- An ongoing GIS database/mapping system for the City of Billings and Yellowstone County.
- Ongoing updates to the preferred growth areas mapping and analysis for the City Completion of the a City Infill Policy, South Billings Boulevard Urban Renewal District Master Plan, the Hospitality Corridor Study, Exposition Gateway Master Plan and the Highway 3 Corridor Study.

FUNDING SCHEDULE - COMMUNITY PLANNING

FUNDS PROGRAMMED - FISCAL YEAR 2011

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	$54,000	$126,000	$180,000
TOTAL	$54,000	$126,000	$180,000

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	30	70	100

FUNDS PROGRAMMED - FISCAL YEAR 2012

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	$54,000	$126,000	$180,000
TOTAL	$54,000	$126,000	$180,000**

*The matching ratio is Federal PL--86.58% and State match-13.42%.

** This work element will fund approximately 19% of the Alternative Modes Coordinator contract ($12,920).

204 ZONING ADMINISTRATION (4308)

OBJECTIVE

- To oversee, interpret and enforce current City and County zoning regulations.
- To effectively administer the regulations and provide efficient service to the elected officials and the public.
- To maintain current zoning and land use information for all zoned property within the jurisdiction of the Billings Metropolitan Planning Organization to use in long-range transportation planning studies, traffic analysis, and transportation projects.

ACCOMPLISHMENTS - FISCAL YEAR 2011

During the past year, all applications for zone changes, special reviews, variances, and planned developments were reviewed and processed by the planning staff. Reports and recommendations were prepared on each case to the various boards, commissions, and governing bodies. Digital photos are now incorporated into all zoning reports and Microsoft Power Point presentations are given to all board and commissions. All applications for building permits were also reviewed for compliance with City and County zoning regulations. Special zoning studies and ordinance updates were prepared as requested by the governing bodies. These included drafting of several options for regulation of medical marijuana in the City, beginning the formulation of a form-based land use code for the EBURD. Staff also completed work with a county neighborhood and the County Commission to put in place a Special Zoning District to address commercial impacts to a residential area outside the County's main zoning jurisdictional area in the Elk River Road vicinity.

Zoning information also was provided to the consultant team working on the North Bypass project as the EIS process was amended and road alignments through the zoning jurisdiction were reviewed. Staff also coordinated with the County GIS Department to ensure that all zone changes within the Billings MPO area were reflected on GIS online and printed maps to ensure land use information was current.

A significant amount of time was also spent assisting the public with general zoning questions. The status of all active zoning applications is now posted on the City/County Planning websites.

PROPOSED ACTIVITIES - FISCAL YEAR 2012

PL Eligible Activities

- Special review applications will be reviewed for land use compatibility, traffic, access, and overall site design. Traffic accessibility studies will be reviewed when required as part of certain zoning applications that include drive-thru services, high-traffic volume developments, projects that may be adjacent to arterial streets with limited access like Shiloh Road, Grand Avenue or King Avenue West, or may otherwise cause significant impacts to the local transportation system.
- Staff will continue to maintain its zoning maps and land use information so that is applicable to long-range transportation planning efforts in the Billings MPO. This information is regularly applied to a variety of MPO functions, including corridor analysis efforts like those involved in the Billings Bypass project, specific road projects, CTEP applications, non-motorized grant applications, and periodic updates to the Billings Urban Area Long Range Transportation Plan.

Locally Funded Activities

- Carrying out the day to day activities required to effectively administer the zoning regulations as well as ensure that land use information is current and available for all long-range transportation planning efforts, including Transportation Plan updates, specific road projects, corridor studies like the proposed Highway 3 corridor study, and the North Bypass EIS project.
- Activity in 2012 will include ordinance updates as required, including some remaining changes from the 2009 and recent 2011 Legislative Sessions, and completion of possible amendments to address medical marijuana.
- All zone change applications will be reviewed for compliance with local plans.

STAFFING

10 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY
City/County Planning

PRODUCT
Effective zoning regulations and administration for the City of Billings and Yellowstone County. Effective enforcement of the zoning regulations for Yellowstone County.

FUNDING SCHEDULE - ZONING ADMINISTRATION

FUNDS PROGRAMMED - FISCAL YEAR 2011

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	$20,000	$80,000	$100,000
TOTAL	$20,000	$80,000	$100,000

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	20	80	100

FUNDS PROGRAMMED - FISCAL YEAR 2012

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	$20,000	$80,000	$100,000
TOTAL	$20,000	$80,000	$100,000

*The matching ratio is Federal PL--86.58% and State match-13.42%.

205 SUBDIVISION ADMINISTRATION (4309)

OBJECTIVE

- To maintain the current city and county subdivision regulations and ensure that they are updated when changes in State Law occur.
- To effectively administer the regulations and provide efficient service to developers, engineers and surveyors, elected officials, and the community.
- To ensure that development is occurring with minimal negative impacts to the community and that subdivisions are designed to be safe and long lasting in the community.
- To evaluate traffic accessibility studies and general circulation data when a subdivision application is submitted.
- To collect, manage, and apply subdivision development information for long-range transportation planning activities for the MPO – including but not limited to updates to the transportation plan and maintenance of inputs for traffic modeling.

ACCOMPLISHMENTS - FISCAL YEAR 2011

The Board of Planning and the planning staff reviewed all preliminary major and minor plat applications. Numerous conceptual and pre-application meetings were coordinated and attended by staff. All final plats were reviewed and processed. Also, a significant amount of time was spent assisting the public with general subdivision questions. Plans for updates to the City and County Subdivision Regulations due to Legislative changes were discussed and a process to get the changes approved was drafted (This item is continued into 2012 as stated below).

Staff collected and compiled information on the details of each new subdivision in terms of numbers of lots and land area slated for development. This information is integral to any transportation plan updates or long-range transportation planning efforts undertaken by the MPO in the community to determine population growth and location of residents and commercial services that affect the transportation system. This involves monthly subdivision activity reporting, periodic reviews of new development locations (was recently needed for the revised EIS process for the North Bypass project here in Billings), and is also considered in relation to the CTEP program and when the MPO pursues grants for non-motorized transportation projects in the community.

PROPOSED ACTIVITIES - FISCAL YEAR 2012

PL Eligible Activities

- Staff will review all subdivisions for compliance with the Billings Area Transportation Plan, and for conformity with the Billings Area Bikeway and Trail Master Plan, Lockwood Transportation Plan in Lockwood, Blue Creek Transportation Plan in Blue Creek, and other neighborhood and community transportation plans as applicable.
- Staff also will continue to collect information on the details of each new subdivision as an integral data source for long-range transportation planning efforts undertaken by the MPO. The MPO expects to use this data in 2012 for a variety of projects, including a Highway 3 Corridor Study, continued alignment analysis for the Inner Belt Loop, and continued analysis for the North Bypass.

Locally Funded Activities

- All subdivision applications will be reviewed for compliance with local and state subdivision law.
- To carry out the day to day activities required to effectively administer the subdivision regulations, and to keep the regulations current.
- Revisions to the City and County Subdivision Regulations started in 2011 will be completed in 2012 as a result of legislative changes that came from the Montana Legislature in 2009 as well as potential changes from the 2011 State Legislative Session.

STAFFING

11.5 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY

City/County Planning

PRODUCT

An effective subdivision review process with regard to local and state law, the Growth Policy, and the Billings Area Transportation Plan.

FUNDING SCHEDULE - SUBDIVISION ADMINISTRATION

FUNDS PROGRAMMED - FISCAL YEAR 2011

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	$27,000	$63,000	$90,000
TOTAL	$27,000	$63,000	$90,000

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	30	70	100

FUNDS PROGRAMMED - FISCAL YEAR 2012

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	$27,000	$63,000	$90,000
TOTAL	$27,000	$63,000	$90,000

*The matching ratio is Federal PL--86.58% and State match-13.42%.

41.13.300 LONG RANGE TRANSPORTATION PLANNING

300 TRANSPORTATION SYSTEM DATA (4310)

OBJECTIVE

- To develop and maintain current transportation system data files and records.
- To provide transportation planning and data information to City and County staff, elected officials, developers, engineering firms, and the general public.

ACCOMPLISHMENTS - FISCAL YEAR 2011

The traffic count program for FY 2011 was completed. Travel times/delay/speed studies were completed, calculations computed, and level-of-service values determined. Staff participated in the update of the City of Billings Capital Improvement Program (CIP). Accident information was compiled and analyzed. Some the accident data was used in the drafting of the Billings Area Bikeway and Trail Master Plan. The staff also continued to utilize the trail scanner that was purchased and found new and better ways to both use the scanner in more trail locations in the community and display the data for various applications. A Traffic Technician position and Seasonal Traffic Intern were funded to complete these functions for the Planning Department and to share with other departments and the community.

PROPOSED ACTIVITIES - FISCAL YEAR 2012

PL Eligible Activities

- The traffic count program for the Billings Urban Area as well as the Yellowstone County influence area will be conducted and the appropriate data recorded during FY 2012. All traffic count data will be submitted to the MDT by February 1, 2012.
- Accident data will be compiled and analyzed to determine high hazard locations.
- Staff will update, where appropriate, the City's Capital Improvement Program.
- Staff will collect and maintain bike/pedestrian information through the trail census and use of the trail-bike/pedestrian scanner.
- Additional integration of the junior Transportation Planner position into the Department's transportation project work and familiarity with transportation planning issues will continue. This individual continues to be responsible for managing traffic data for studies and reference, administering the CTEP program, training for future modeling traffic conditions related to new developments and transportation system changes.
- The Billings MPO will purchase updated TransCad software and related computer equipment to begin "in-house" modeling of the transportation system.
- The Traffic Technician position will continue to be funded through this program and located in the City Engineering Department.
- The Seasonal Traffic Intern position will continue to be funded through this program and located in the Planning Department under the supervision of the senior Transportation Planner.
- The Alternative Modes Coordinator contract will be funded through this element as well as others in the UPWP. Duties will include but not limited to:
  - Maintain Bike/pedestrian data bases.
  - Maintain data base for easement acquisition.

STAFFING

10.5 Staff Months – City/County Planning
4.0 Staff Months – City/County Planning (Seasonal)
11.0 Staff Months - City Engineering (Contract Position)

FUNCTIONAL AGENCY RESPONSIBILITY

City/County Planning/MDT

PRODUCT

Documentation as necessary, support of transportation grant programs, transportation system modeling, updated Traffic Count Program, and research and integration of traffic information into planning projects and development review activities.

FUNDING SCHEDULE - TRANSPORTATION SYSTEM DATA

FUNDS PROGRAMMED - FISCAL YEAR 2011

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	$160,000	0	$160,000
TOTAL	$160,000	0	$160,000

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	100	0	100

FUNDS PROGRAMMED - FISCAL YEAR 2012

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	$160,000	0	$160,000
TOTAL	$160,000	0	$160,000**

*The matching ratio is Federal PL--86.58% and State match-13.42%.
**This work element will fund approximately 23% of the Alternative Modes Coordinator contract ($15,640). The TransCad Model will be updated ($9,000) and a Computer purchased to run it ($2,500).

301 TRANSPORTATION PLAN (4311)

OBJECTIVE

- Implement the Goals and Objectives in the 2009 Billings Urban Area Transportation Plan
- Develop (where necessary) and maintain data for the urban area in order to effectively monitor and evaluate the validity of the Transportation Plan.

ACCOMPLISHMENTS - FISCAL YEAR 2011

The planning staff completed an update of the Heritage Trail Plan now called The Billings Area Bikeway and Trail Master Plan as well as the Billings Trail Asset Management Plan. The Bike Plan Update included an update of federal, local and state policies, updated goals and objectives, updated project list, a Cycle Zone Analysis and revised cost estimates for short and long-range projects. Development projects were reviewed for compliance and implementation of the Transportation Plan as well as the Heritage Trail Plan. Staff worked with TAC and PCC to develop new projects and establish timelines for existing projects identified in the Transportation and Heritage Trail Plan.

PROPOSED ACTIVITIES - FISCAL YEAR 2012

PL Eligible Activities

- Staff will begin implementation of the goals and objectives in the Billings Area Bikeway and Trail Master Plan.
- Staff will continue to implement the 2009 Transportation Plan goals and objectives.
- Staff will continue to work toward a comprehensive, fiscally constrained project list to recommend to PCC in the coming year.
- Staff will also integrate the Transportation Plan with the City's Capital Improvement Program to ensure consistency.
- Projects will continue to be reviewed for future implementation in the City's CIP and the MPO's TIP.

STAFFING

9.0 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY

City/County Planning

PRODUCT

- Implementation of transportation projects identified in the Billings Area Bikeway and Trail Master Plan, the Transportation Improvements Program, Transportation Plan and the Capital Improvements Program.

FUNDING SCHEDULE - TRANSPORTATION PLAN

FUNDS PROGRAMMED - FISCAL YEAR 2011

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	$140,000	0	$140,000
TOTAL	$140,000	0	$140,000

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	100	0	100

FUNDS PROGRAMMED - FISCAL YEAR 2012

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	$120,000	0	$120,000
TOTAL	$120,000	0	$120,000

*The matching ratio is Federal PL--86.58% and State match-13.42%.

302 PLANNING STUDIES (4312)

OBJECTIVE

- To update and develop site-specific plans and transportation studies where appropriate.

ACCOMPLISHMENTS - FISCAL YEAR 2011

Staff assisted the East Billings Urban Renewal District (EBURD) management team in reviewing traffic data, road functional classification, and other transportation information to implement the Master Plan. Staff began participating in discussions with the City, County, BSEDA, EBURD property owners, and others to formulate the process to develop a Hospitality Corridor Study and an Exposition Gateway Master Plan. The study areas for both of these projects are proposed to include the transportation corridor from the I-90 Lockwood Interchange to the Airport Road/Main Street Intersection and the land along this corridor.

PROPOSED ACTIVITIES - FISCAL YEAR 2012

PL Eligible Activities

- The Hospitality Corridor Study and an Exposition Gateway Master Plan are two studies expected to be completed in Fiscal Year 2012 through coordination of funding from this program and other local partners. The study areas for both of these projects are proposed to include the transportation corridor from the I-90 Lockwood Interchange to the Airport Road/Main Street Intersection and the land along this corridor. These studies would be completed through a consultant contract in coordination with staff support.
- Another new study that may be completed in 2012 is a Highway 3/Airport Road Corridor study that would stretch from west of the Zimmerman Trail/Airport Road intersection to the Airport Road/27th Street intersection. It would address ingress and egress to Airport Road, future access options as development occurs along the roadway, future intersection improvements, storm water management along Airport Road at the top of the rimrocks and bicycle and pedestrian access and safety along the corridor. The study would be completed through a consultant contract.
- A Downtown Circulation Study will be started. This study will review transit and pedestrian movement between the downtown area and neighboring University District and Medical Corridor and make recommendations on a possible circulator bus system.

Locally Funded Activities

- Staff will be involved in the coordination through completion of all planning studies undertaken. This includes contract negotiations, coordination of citizen advisory groups, public meetings, overseeing contract deliverables and project rap-up.

STAFFING

6.5 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY

City/County Planning

PRODUCT

- Completed Urban Area-wide transportation studies
- The Downtown Circulator Study will be completed by a consultant.

FUNDING SCHEDULE – PLANNING STUDIES

FUNDS PROGRAMMED - FISCAL YEAR 2011

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	$60,000	$40,000	$100,000
TOTAL	$60,000	$40,000	$100,000

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	60	40	100

FUNDS PROGRAMMED - FISCAL YEAR 2012

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	$78,000	$52,000	$130,000**
TOTAL	$78,000	$52,000	$130,000**

*The matching ratio is Federal PL--86.58% and State match-13.42%.
**Estimates for the planning studies are $70,000 for The Hospitality Corridor Study and Exposition Gateway Master Plan and $36,000 of a projected $60,000 for the Highway 3 Corridor Study in FY 11. Completion of this study will conclude in FY 13. Also, $20,000 is budgeted for a Downtown Circulator Transit Study (Consultant Contract).

500 TRANSPORTATION IMPROVEMENT PROGRAM (4313)

OBJECTIVE

- To maintain a viable five-year program of transportation improvements for the Billings Urban Area.

ACCOMPLISHMENTS - FISCAL YEAR 2011

A Transportation Improvement Program (TIP) update was produced to reflect current project status. Also a TIP Amendment was completed. Determinations were prepared for conformity to the Clean Air Act. Compliance with the new requirements of the SAFETEA-LU reauthorization was completed.

PROPOSED ACTIVITIES - FISCAL YEAR 2012

PL Eligible Activities

- The Transportation Improvement Program (TIP) will be updated as needed to reflect current project status. A certification statement will be included, as appropriate, to conform to the planning regulations. Based on the Transportation Plan, projects will be evaluated and ranked in accordance with the Priority Ranking Procedures, and in accordance with consistency/conformity procedures. Necessary data will be gathered from primary and secondary sources by the planning staff based upon the Memorandum of Understanding with the City of Billings Public Works Department, establishing areas of data responsibility. Conformity determinations will be prepared as necessary to ensure conformity with the Clean Air Act.

STAFFING

2.5 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY

City/County Planning

PRODUCT

- A current transportation improvement program which reflects conformity with SAFETEA-LU, the Clean Air Act, and local priorities.

FUNDING SCHEDULE - TRANSPORTATION IMPROVEMENT PROGRAM

FUNDS PROGRAMMED - FISCAL YEAR 2011

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	$25,000	0	$25,000
TOTAL	$25,000	0	$25,000

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	100	0	100

FUNDS PROGRAMMED - FISCAL YEAR 2012

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	$26,000	0	$26,000
TOTAL	$26,000	0	$26,000

*The matching ratio is Federal PL--86.58% and State match-13.42%.

41.16.600 SPECIAL PROJECTS

600 ENVIRONMENTAL CONSIDERATIONS (4314)

OBJECTIVE

- Maintain current records of monitored air pollution levels and obtain other environmental data as necessary within the Metropolitan Planning Area.
- Review proposed development and transportation system improvements with respect to environmental considerations within the MPO influence area.

ACCOMPLISHMENTS - FISCAL YEAR 2011

Air quality monitoring information was obtained from the County Air Pollution Control Board. Air quality mapping for the State Air Quality Bureau was revised. The Congestion Mitigation Air Quality (CMAQ) program was implemented. Staff continues to monitor carbon monoxide (CO) information in the Urbanized Area.

The Socio-Economic and Environmental (SEE) effects guidelines were used to review proposed developments and transportation system improvements.

PROPOSED ACTIVITIES - FISCAL YEAR 2012

PL Eligible Activities

- The planning staff will continue to utilize the SEE effects guidelines to evaluate all major development proposals in terms of transportation systems. This would include the CMAQ program.
- Work will continue to maintain the Billings air quality designation.
- Staff will work with local refineries to target project eligibility under the DEQ funds spent in the community.
- Staff will Review the MOVES Program and relationship to the MPO.

STAFFING

2.5 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY

City/County Planning

PRODUCT

Current environmental data as necessary, as well as a comprehensive planning and transportation planning process which substantially addresses the socio-economic and environmental consequences associated with growth and development.

FUNDING SCHEDULE - ENVIRONMENTAL CONSIDERATIONS

FUNDS PROGRAMMED - FISCAL YEAR 2011

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	$24,000	0	$24,000
TOTAL	$24,000	0	$24,000

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	100	0	100

FUNDS PROGRAMMED - FISCAL YEAR 2012

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	$24,000	0	$24,000
TOTAL	$24,000	0	$24,000

*The matching ratio is Federal PL--86.58% and State match-13.42%.

41.17.700 OTHER ACTIVITIES

700 CONTINGENCY (4315)

OBJECTIVE

- To provide for the accounting of available un-programmed funds in the current UPWP.

ACCOMPLISHMENTS - FISCAL YEAR 2011

N/A

PROPOSED ACTIVITIES - FISCAL YEAR 2012

PL Eligible Activities

- This work element will be utilized for accounting purposes only. No specific work activity will be charged to this work element.

STAFFING

N/A

FUNCTIONAL AGENCY RESPONSIBILITY

N/A

PRODUCT

N/A

FUNDING SCHEDULE - CONTINGENCY

FUNDS PROGRAMMED - FISCAL YEAR 2011

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	$288,378	0	$288,378
TOTAL	$288,378	0	$288,378

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	100	0	100

FUNDS PROGRAMMED - FISCAL YEAR 2012

FUNDING SOURCE			
AGENCY	**PL***	**LOCAL**	**TOTAL**
MPO	$256,082	0	$256,082
TOTAL	$256,082	0	$256,082

*The matching ratio is Federal PL--86.58% and State match-13.42%.

SECTION II -- FUNDING

TABLE I
FUNDING SUMMARY
FEDERAL FISCAL YEAR 2012

WORK ELEMENT	FUNDING SOURCES FY 2012		
	PL*	LOCAL	EST. COST
100 Administration	$145,750	$119,250	$265,000
101 Service	14,000	14,000	28,000
102 Citizen Involvement	19,500	19,500	39,000
200 Community Planning	54,000	126,000	180,000
204 Zoning	20,000	80,000	100,000
205 Subdivision	27,000	63,000	90,000
300 Transportation System	160,000	0	160,000
301 Transportation Plan	120,000	0	120,000
302 Planning Studies	78,000	52,000	130,000
500 T.I.P.	26,000	0	26,000
600 Environmental	24,000	0	24,000
700 Contingency	256,082	0	256,082
TOTAL	$944,332.00	$465,750.00**	$1,458,332.00

*The matching ratio is Federal PL--86.58% and State match-13.42%.
**$48,250 in local funds unobligated.

TABLE II
FUNDING COMPARISONS

WORK ELEMENT	FY 2012 ESTIMATED COST	FY 2011 ESTIMATED COST
100 Administration	$265,000	$264,000
101 Service	28,000	28,000
102 Citizen Involvement	39,000	39,000
200 Community Planning	180,000	180,000
204 Zoning Administration	100,000	100,000
205 Subdivision Administration	90,000	90,000
300 Transportation System Data	160,000	160,000
301 Transportation Plan	120,000	120,000
302 Planning Studies	130,000	100,000
500 T.I.P.	26,000	25,000
600 Environmental Considerations	24,000	24,000
700 Contingency	256,082	288,378
TOTAL	$1,410,082.00	$1,438,378.00

TABLE III
FUNDING PERCENTAGES FEDERAL FISCAL YEAR 2012

WORK ELEMENT	RECIPIENT	PL	LOCAL	TOTAL
100 Administration	MPO	55	45	100
101 Service	MPO	50	50	100
102 Citizen Inv.	MPO	50	50	100
200 Community Planning	MPO	30	70	100
204 Zoning Administration	MPO	20	80	100
205 Subdivision Admin.	MPO	30	70	100
300 Trans. System Data	MPO	100		100
301 Transportation Plan	MPO	100		100
302 Planning Studies	MPO	60	40	100
500 T.I.P.	MPO	100		100
600 Environmental	MPO	100		100
700 Contingency	MPO	100		100

TABLE IV
STAFF MONTHS BY WORK ELEMENT FISCAL YEAR 2012

WORK ELEMENT	DIRECTOR (Beaudry)	PLANNER II (Walker)	SENIOR PLANNER (Vacant)	PLANNING MANAGER (Friday)	PLANNER II (Mattox)	CLERK (Deines)	PLANNER II (Spalding)	PLANNER II (Vacant)	PLANNER II (Cromwell)	TOTAL M.M.
100	7	1.5	2.5	5.5	.5	1.5	.5	.5	1	20.5
101	.5		1				.5	.5	1	3.5
102	.5		.5	.5	.5	.5	1	.5		4
200	1.5		5	2	1	2	1	5	1	18.5
204			.5	.5		.5	.5	2	6	10
205			.5	1		.5	7.5		2	11.5
300		2.5	.5	.5	5	2				10.5
301	.5	4		.5	2	2				9
302	.5	1		.5	1	1		2.5		6.5
500	.5	1			.5	.5				2.5
600		1	.5		.5	.5				2.5
TOTAL	11	11	11	11	11	11	11	11	11	99

*This table indicates approximately how many man months individual staff members work in each work element.

OTHER STAFF		
WORK ELEMENT	**CITY TRAF. TECHNICIAN**	**SEASONAL TRAF. COUNTER**
300	11	4
TOTAL	11	4

SECTION III

INDIRECT COST PLAN

INTRODUCTION

The Office of Management and Budget Circular A-87 "Cost Principles for States and Local Governments" is used as governing criteria for establishing the allowed costs.

IDENTIFICATION OF COSTS

The costs are delineated below by type:

DIRECT	INDIRECT	BENEFITS
Salaries & Wages	Maintenance	FICA
Legal Notices	Reproduction	PERS
Travel	Supplies	Workmen's Compensation
Printing	Postage	Accident Insurance
Training	Subscriptions	Health Insurance
Consultants	Telephone	Sick Leave
Equipment	Utilities	Vacation
Mileage	Rent	Holidays
Moving/Interview	Audit	Maternity
	Messenger	Military
		Life Insurance
		Dental Insurance

ALLOCATION OF COSTS

Direct costs will be charged to the work program line item to which they apply.

An indirect cost rate of **16%** of the City and County's direct salaries and wages is proposed. The **16%** rate will be applied to the direct wages and salaries of each line item within the work program to cover all indirect expenses.

Benefits will be calculated at a rate of **49%** of the City and County's direct salaries and wages charged to each line item.

FUNDING SOURCES

The degree of participation by each funding agency is based on the pro-rations which have been determined for each line item. Each agency will be billed their share of the total charges made against each line item according to the approved pro-rations.

Funding sources and amounts contained in the UPWP are as follows:

Planning Dept. Fees (City of Billings)	$127,000
Planning Dept. Fees (Yellowstone Co.)	$42,000
Yellowstone County (Mill)	$345,000
PL*	$944,332
TOTAL	$1,458,322

*The matching ratio is Federal PL--86.58% and State match-13.42%.

SUMMARY

The indirect cost rate is a predetermined fixed rate which is not subject to adjustment. The base period used in determining the rate is the period from July 1, 2010 through June 30, 2011. The calculated rate is applicable to the grant period, which is October 1, 2011 through September 30, 2012.

LIST OF ACRONYMS

ADA	American Disability Act
CAC	Citizen Advisory Committee
CMAQ	Congestion Mitigation Air Quality
CTEP	Community Transportation Enhancement Program
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
GIS	Geographic Information System
HPMS	Highway Performance Monitoring System
ISTEA	Intermodal Surface Transportation Efficiency Act
MDT	Montana Department of Transportation
MPO	Metropolitan Planning Organization
PCC	Policy Coordinating Committee
PEP	Private Enterprise Participation
PL	Planning Funds
SAFETEA-LU	Safe, Accountable, Flexible, Efficient Transportation Equity Act for the 21st Century
TAC	Technical Advisory Committee
TDP	Transit Development Plan
TEA-21	Transportation Equity Act for the 21st Century
TIP	Transportation Improvement Program
UPWP	Unified Planning Work Program
VMT	Vehicle Miles Traveled
YCBP	Yellowstone County Board of Planning

CHAPTER II

CITY OF BILLINGS TRANSIT DIVISION

SECTION I UNIFIED PLANNING WORK PROGRAM

44.21.00 Program Support and Administration

44.21.01 Program Administration

OBJECTIVE

To provide program support, general administration, grant administration, and training in support of transit planning activities.

ACCOMPLISHMENTS FISCAL YEAR 2011

Conformance with federal, state, and local administrative requirements for maintenance of transit planning function, including continuing to maintain and update the Transportation Coordination Plan. Attended training opportunities & enhanced knowledge and skills. Managed FTA Section 5303 grant activities, and prepared transit aspect of UPWP. Participated in TAC and other meetings.

PROPOSED ACTIVITIES FISCAL YEAR 2012

All administrative functions necessary in support of transit planning activities will be performed. Quarterly progress and expenditure reports will be prepared and transmitted to the Montana Department of Transportation, Urban Planning Division to maintain federal funding support. Furthermore, this UPWP will be revised when deemed necessary. The FY 2012 UPWP for transit planning activities will also be developed under this line item.

Staff participates in recognized and approved training programs in order to improve skills and capabilities. Planner will assimilate documents, regulations, and codes to keep abreast of federal, state, and local requirements as they relate to the transit planning process. To maintain interaction and feedback with appropriate citizen and professional groups, staff will participate with the TAC, Coordination Plan Committee, citizen advisory boards and others as needed. Grant administrative functions will also be performed.

STAFFING

239.0 Transit Planner Staff Hours
47.8 Administrative Support Staff Hours
47.8 Transit Manager Staff Hours

334.6 Total Staff Hours

FUNCTIONAL AGENCY RESPONSIBILITY

City Transit Division

PRODUCT

An ongoing administrative program to carry out the transit planning function.

FEDERAL PROGRAM PARTICIPATION

Federal Transit Act Section 5303 Metropolitan Planning Grant

FUNDING SCHEDULE - 44.21.01

Expenditures	Local	FTA	Total
Programmed FY 11	$4,231	$16,922	$21,153
Estimated FY 2012	$4,291	$17,165	$21,456

44.24.00 Short Range Transportation Planning

44.24.01	New Transportation Service Evaluation and Analysis

OBJECTIVE

To facilitate considerations of means to ensure that citizens will have acceptable public transportation alternatives in the future, including during times of constrained financial resources.

ACCOMPLISHMENTS FISCAL YEAR 2011

Updated projections of future revenues and expenses. Assisted with annual and out-year budget and financial resources analysis, including multi-year spreadsheets. Arranged for a variety of on-going data gathering and analysis efforts to monitor system. Identified the operating and capital needs required to ensure reliable fleet and effective system functioning and assisted with preparation of related grant applications, grant revisions, and budget documents. Considered farebox and other revenue changes.

PROPOSED ACTIVITIES FISCAL YEAR 2012

Continuation of activities undertaken in FY 2011 including arranging and assisting with financial analysis and planning and assessing future capital and operating requirements. Consider any possibly needed service modifications, with assistance of consultant as appropriate, including means to continue addressing needs with fewer resources. Continue planning efforts regarding public and stakeholder involvement and input opportunities.

STAFFING

641.00 Transit Planner Staff Hours
128.20 Administrative Support Staff Hours
160.25 Transit Manager Staff Hours

929.45 Total Staff Hours

PRODUCT

Identification of and plans for efficient and effective transit service for the future, such as financial and capital analyses and possible system modifications.

FUNCTIONAL AGENCY RESPONSIBILITY

City Transit Division

FEDERAL PROGRAM PARTICIPATION

Federal Transit Act Section 5303 Metropolitan Planning Grant

FUNDING SCHEDULE - **44.24.01**

Expenditures	Local	FTA	Total
Programmed FY 11	$10,749	$42,995	$53,744
Estimated FY 2012	$11,217	$44,869	$56,086

44.24.02 Current Service Enhancement

OBJECTIVE

To improve service and ridership in existing transit system.

ACCOMPLISHMENTS FISCAL YEAR 2011

Worked with operational staff in reviewing and implementing system improvements to existing routes and services and to assess system functioning. Worked with Consultant in analyzing our current routes and schedules to provide the best possible service in conjunction with current resources. Assisted in assessing upcoming operational needs. Continued to develop Marketing Enhancement Programs. Attended to regulatory documents as required for continued funding. Provided monthly ridership (including wheelchair and bike rack use) analysis, assessed ridership trends, and prepared other information on system functioning as requested. Analyzed internal administrative functioning including further implementation of computerization and/or technology improvements. Monitored GPS data to analyze possible improvements to routes and schedules.

PROPOSED ACTIVITIES FISCAL YEAR 2012

Continuation of activities undertaken in FY 2011. Assist in identification and implementation of means to improve current service, including analyzing the routes and schedules with the use of GPS and CCTV data. This element may include activities such as assisting with marketing to attract and educate “choice riders” and senior riders on how to read the schedules and use transit; and to enhance public image of existing system and services as well as analyses of internal functions and operations. Other tasks may include monitoring public reaction to modified routes, schedules and marketing efforts, and assist in assessing budgetary needs.

STAFFING

630 Transit Planner Staff Hours
126 Administrative Support Staff Hours
126 Transit Manager Staff Hours

882 Total Staff Hours

FUNCTIONAL AGENCY RESPONSIBILITY

City Transit Division

PRODUCT

Information relating to existing service/system enhancement, such as analyses of system functions and budget alternatives.

FEDERAL PROGRAM PARTICIPATION

Federal Transit Act Section 5303 Metropolitan Planning Grant.

FUNDING SCHEDULE - 44.24.02

Expenditures	Local	FTA	Total
Programmed FY 11	$10,072	$40,290	$50,362
Estimated FY 2012	$10,522	$42,087	$52,609

44.25.00 Transportation Improvement Program

44.25.01	T.I.P.

OBJECTIVE

To maintain a viable five year program of transit improvements for the Billings Urban Area.

ACCOMPLISHMENTS FISCAL YEAR 2011

The TIP was updated to reflect current project status and include upcoming projects, information was provided to MPO to assist in community-wide Section 5310 project prioritization for inclusion in TIP. STIP process was monitored especially with regard to the discretionary grant.

PROPOSED ACTIVITIES FISCAL YEAR 2012

City Transit Division will develop information on the operating and capital projects for which MET Transit and MET Special Transit plan to pursue federal grant assistance for inclusion in the TIP to be prepared by the MPO. Monitor inclusion of TIP in STIP to ensure ability to obtain federal Sections 5307, 5309, 5316 & 5317 grant assistance.

STAFFING

76.0 Transit Planner Staff Hours
15.2 Administrative Support Staff Hours
15.2 Transit Manager Staff Hours

106.4 Total Staff Hours

FUNCTIONAL AGENCY RESPONSIBILITY

City Transit Division will provide transit-related information to the County Planning Department for the MPO's inclusion in the TIP document.

PRODUCT

A current TIP as necessary for FTA grant approvals.

FEDERAL PROGRAM PARTICIPATION

Federal Transit Act Section 5303 Metropolitan Planning Grant.

FUNDING SCHEDULE - 44.25.01

Expenditures	Local	FTA	Total
Programmed FY 11	$1,365	$5,462	$6,827
Estimated FY 2012	$1,269	$5,077	$6,346

44.26.00 Implementation of Americans with Disabilities Act (ADA)

44.26.15	Implementation of Americans with Disabilities Act (ADA)

OBJECTIVE

To ensure optimal use of City of Billings funds in meeting elderly and disabled transportation needs for both specialized and fixed route transportation in accordance with Federal Americans with Disabilities Act (ADA) regulations.

ACCOMPLISHMENTS FISCAL YEAR 2011

Continued implementation of the paratransit Eligibility Certification process and familiarizing elderly and disabled citizens with use of fixed route system as appropriate. Continued monitoring of transit system's compliance with the ADA regulations and assisted with related community relations. Assessed financial functioning of paratransit service. Monitored procedures and policies involving lift-equipped fixed-route service and other accessibility features and requirements. Assisted in assessment of future vehicle needs and relevant procurement of vehicles as related to best serving elderly and disabled citizens. Assisted with continued integration of the paratransit function within the City's MET Transit System. Assisted in efforts to develop and resolve operational policy issues and to improve MET Special Transit's efficiency & cost-effectiveness, including monitoring implementation of new Paratransit Scheduling software.

PROPOSED ACTIVITIES FISCAL YEAR 2012

Continuation of activities undertaken in FY 2011. Maintain positive relationship with disabled and elderly community and continued identification of means to address transit and special transportation needs, including assisting in efforts to assess both short and long term paratransit needs of the community and organizational and fiscal means to address those needs. Work with Consultant on analyzing the paratransit system. Monitor and assess means to improve efficiency and effectiveness of paratransit service, including the implementation of a new paratransit software system. Continue to facilitate effective service provision and usage of lift-equipped fixed-route service. Participate on resource advisory group.

STAFFING

310.00 Transit Planner Staff Hours
60.00 Administrative Support Staff Hours in support of Planner
624.00 Paratransit Coordinator Staff Hours
218.47 Clerical Staff Hours in support of Paratransit Coordinator
60.00 Transit Manager Staff Hours

1,262.47 Total Staff Hours

FUNCTIONAL AGENCY RESPONSIBILITY

City Transit Division

PRODUCT

Continued community consensus on how ADA regulations related to transit is to be complied with by the City of Billings. Continued community consensus on how to address specialized and lift-equipped and other transit needs of the community's disabled citizens through City funding.

FEDERAL PROGRAM PARTICIPATION

Federal Transit Act Section 5303 Metropolitan Planning Grant.

FUNDING SCHEDULE - 44.26.15

Expenditures	Local	FTA	Total
Programmed FY 11	$13,704	$54,817	$68,521
Estimated FY 2012	$13,825	$55,300	$69,125

SECTION II FUNDING

Table 4
Funding Summary and Staff Months by Element - City Transit Division
Federal Fiscal Year 2012

Work Element	Funding Source			Disbursement Percentage		Staff Hours
	City	FTA	Total Amount	City	FTA	
44.21.01	$4,291	$17,165	$21,456	20	80	334.60
44.24.01	$11,217	$44,869	$56,086	20	80	929.45
44.24.02	$10,522	$42,087	$52,609	20	80	882.00
44.25.01	$1,269	$5,077	$6,346	20	80	106.40
44.26.15	$13,825	$55,300	$69,125	20	80	1,262.47
SUB TOTAL	**$41,124**	**$164,498**	**$205,622**	**20**	**80**	**3,514.92**
TOTAL	**$41,124**	**$164,498**	**$205,622**	**20**	**80**	**3,514.92**

ALLOCATION OF COSTS

Expenditures identified include direct costs, benefits at the rate of 49% of direct salary or wages, and indirect costs at the rate of 16% of direct salary or wages. These rates for benefits and indirect costs were approved in a December 27, 2010 letter from the MDT Urban Planning Section.

Regular City Council Meeting

Meeting Date: 09/12/2011

TITLE: Continued Public Hearing for Special Review #891 - 3133 Central Avenue - Drive through service

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. The applicant requested a continuance of the public hearing on August 22, 2011. The City Council voted to continue the public hearing to September 12, 2011.

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 the City Council can grant approval or conditional approval, 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 Special Review #891 with conditions
-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 significant 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 at Central and 32nd Street West. It will have an access drive from Central Avenue through the existing driveway of a home and with customer access through the alley that runs 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 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 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. 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 should 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 vehicles per day. Improvements to the signal 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 nearby 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 stated that 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 stated the city said 32nd Street would be 25 mph speed limit and that lasted for 2 weeks and the speed limit signs changed to 35 mph overnight. He stated the vehicle 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

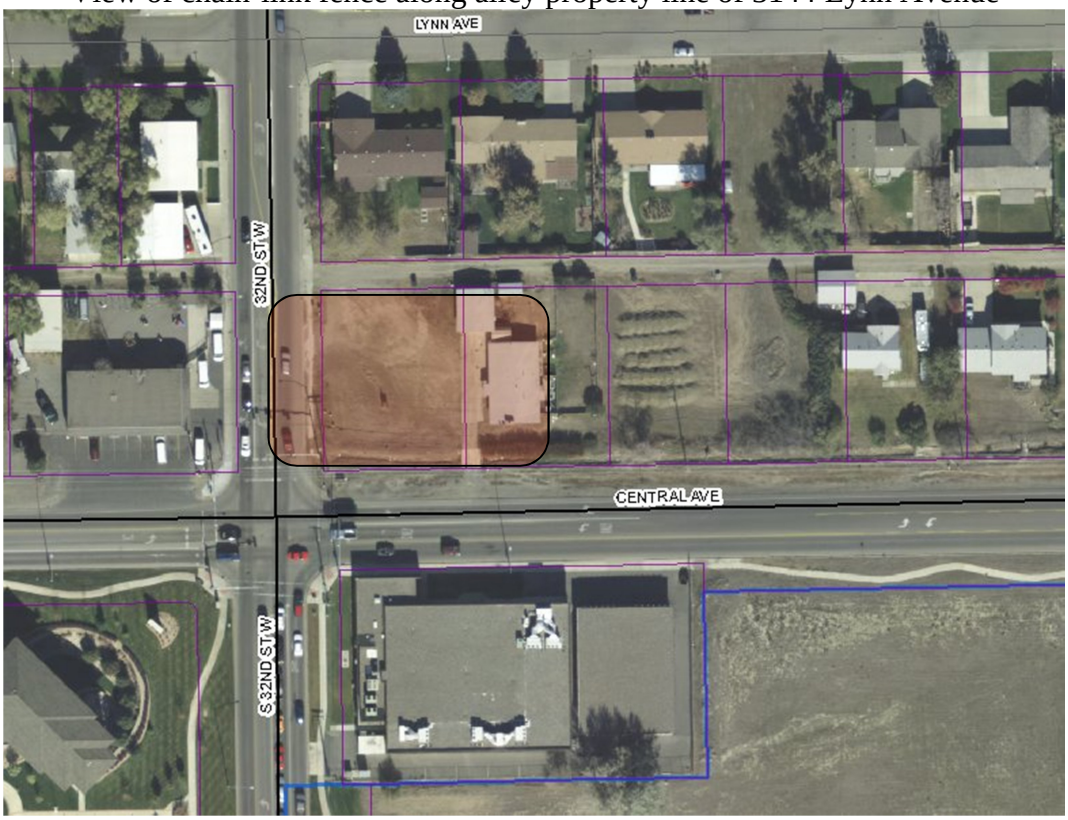


Subject Property – single family residence and view east along Central Avenue

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



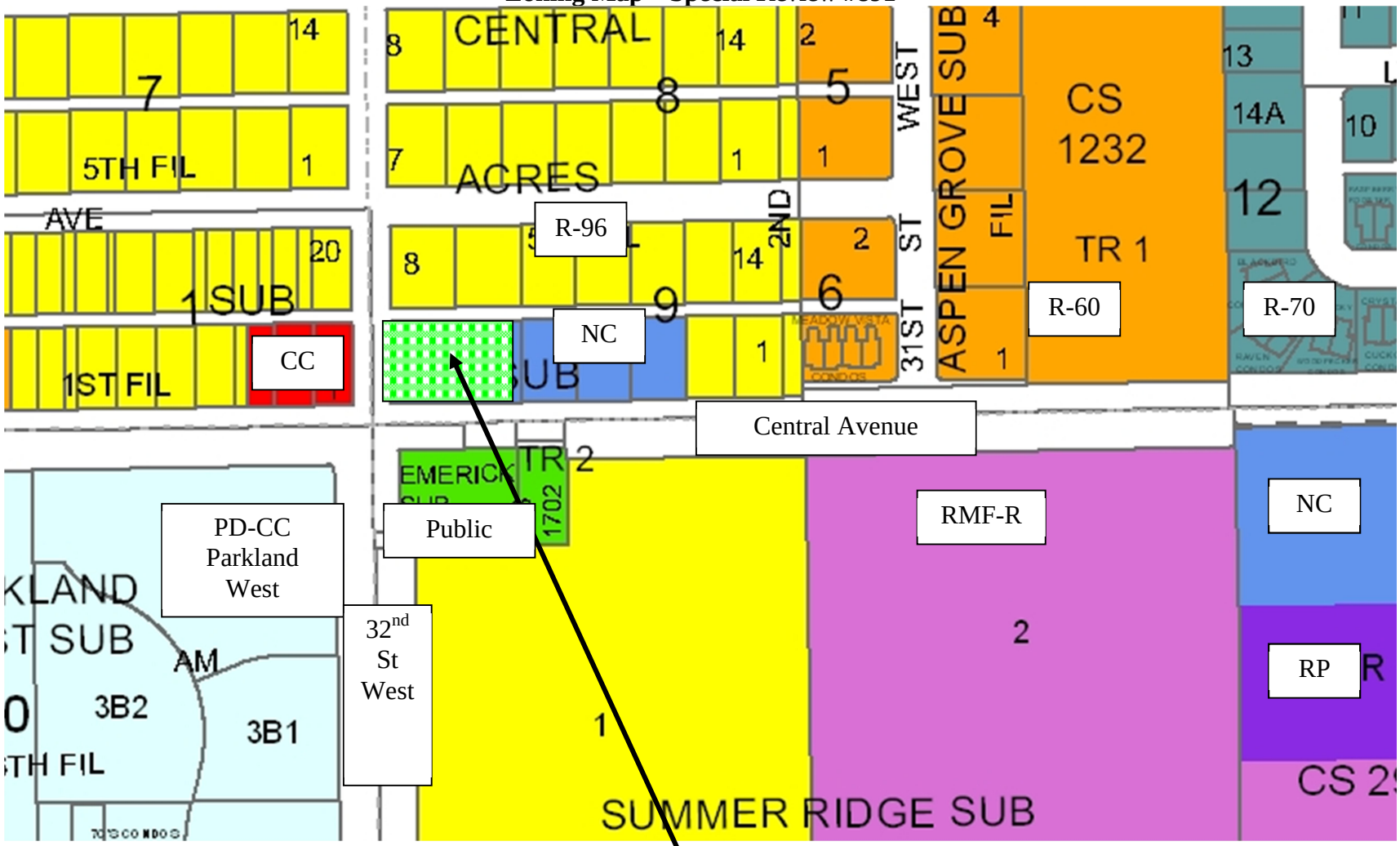
View north along 32nd Street West



View west along Central Avenue

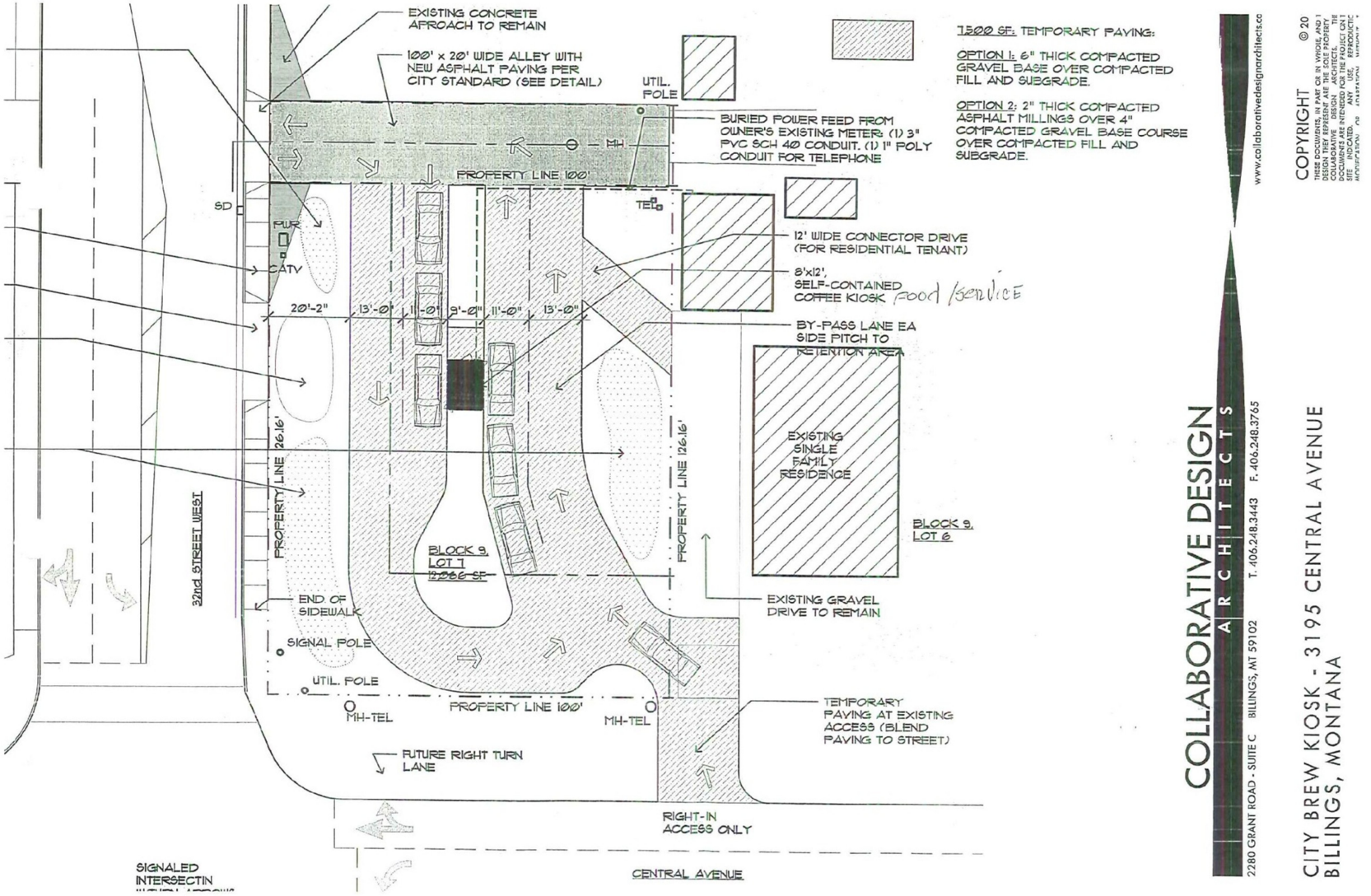
Attachment B

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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THESE DOCUMENTS, IN PART OR IN WHOLE, AND I DESIGN THEY REPRESENT ARE THE SOLE PROPERTY COLLABORATIVE DESIGN ARCHITECTS. THESE DOCUMENTS ARE INTENDED FOR THE PROJECT ON T SITE INDICATED. ANY USE, REPRODUCTIO

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: 09/12/2011
TITLE: Public Hearing and Resolution for Annexation #11-02
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. The Council acknowledged receipt of the petition at its August 22, 2011, meeting. The Council will hold a public hearing and take action on the annexation request at this meeting.

ALTERNATIVES ANALYZED

The City Council may approve or deny a petition submitted by owners of 50% of the real property in the area to be annexed (7-2-4601 (3)(b), MCA).

FINANCIAL IMPACT

The City can provide municipal services to the subject property. It will be the responsibility of the owner to extend City water and sewer services to the property. Staff is recommending a condition of approval for this annexation be that a development agreement between the City and the property owner be executed before water and sewer infrastructure is extended to the site to clarify how services will be provided. If the proposed annexation is approved, the property may be developed in the future and will contribute additional tax revenue to the City.

BACKGROUND

The 16.94-acre subject property 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 Frontage Road adjacent to this property is already within the City Limits and does not need to be annexed with this property. The City Limits are on the north side of the subject property and it is within the red boundary of the limits of annexation as specified by the Annexation Map last adopted by the City Council on May 23, 2011.

PROCEDURAL HISTORY
• On July 15, 2011, the annexation petition was submitted to the Planning Division.
• On August 22, 2011, the City Council acknowledged receipt of the annexation petition and set a public hearing date for September 12.
• On September 12, 2011, the City Council will conduct the public hearing for the annexation and may take action on the request.
• On September 26, 2011, if the resolution to annex is approved by the City Council, a public hearing and first reading of an ordinance to expand the Ward I City Council boundary will be

conducted.
• On October 11, the City Council will conduct the second and final reading for the ordinance expanding the ward boundary.

STAKEHOLDERS

Annexation by petition does not require notification of adjoining landowners; however, it does require the City Council conduct a public hearing. Notice of the public hearing was posted on the property on August 26, 2011, and published in the Billings Times on August 24, 2011. The Planning Division has received no public comments regarding the proposed annexation at the time this memo was prepared.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

The City Council has expressed concerns regarding how annexing additional properties may affect the City's ability to provide services to new developments without diminishing the services provided to existing City residents. To address these concerns, the City Council adopted an annexation policy that lists criteria for suitable annexations. The proposed annexation complies with the adopted Annexation Policy criteria as follows:

1. The area is located within the Limits of Annexation.
2. The City is able to adequately provide all municipal services. However, water and sewer services will require extension of lines by the property owner at the time of development.
3. Any proposed improvements will be required to meet City standards.
4. As part of a Development Agreement or Subdivision Improvement Agreement, the owners will sign a Waiver of Right to Protest the creation of any Special Improvement Districts.
5. The property is zoned Controlled Industrial and any proposed land use will comply with the zoning. Future development also may conform to the goals of the City of Billings and Yellowstone County Growth Policy.

Although MCA 7-2-4600 allows the municipality to waive the requirement of an annexation public services plan, it is the City's custom to have staff prepare a brief analysis of predicted impacts to services and facilities. State law lists the required contents of a public services plan including a 5-year (minimum) plan that outlines how and when services and infrastructure will be extended to the annexed area and how they will be financed. This report follows that general format.

Departmental Response: City and County Departments were given the opportunity to comment on this annexation. All City departments responded favorably and detailed responses are provided below. None of the County Departments that were informed responded, indicating that there are no issues with this annexation request.

City Facilities: The following improvements and facilities are necessary to provide adequate services to the subject property.

• Water: Water service is available to this property from two existing water lines. One is located at the intersection of Garden Avenue and South Frontage Road about 800 feet to the east of the property. The other water line is located at the intersection of Washington Street and the South Frontage Road about 1,344 feet west of the property. The property owner/developer will be responsible for extending the water service to the property.

• Sewer: The property may be served by the developer constructing a parallel main to the existing sanitary sewer line that is in the South Frontage Road and tying into that main

existing sanitary sewer line that is in the South Frontage Road and tying into that main.

• Stormwater: There are no stormwater facilities in the area of this property and on-site retention and/or detention may be required. When the property is developed in the future, all storm water 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 Public Works Department.

• Transportation: The subject property has frontage on the South Frontage Road, which is a minor arterial street. No issues have been identified by City Engineering or Street and Traffic staffs. When the property is developed in the future, access and parking requirements will be reviewed by the City Engineering Department at the time of development.

• Fire Stations: The subject property is currently served by the Billings Fire Department through the Billings Urban Fire Service Area and the Billings Fire Department will continue to service the property upon annexation. The nearest fire station is Station #2 located at 501 South 28th Street, which is approximately 2.5 miles north of the subject property.

• Parks: The subject property is zoned Controlled Industrial and so no park land dedication will be provided if this property is subdivided. However, as part of a Development Agreement at the time of property development, the owners will sign a Waiver of Right to Protest the creation of any Special Improvement Districts that might include maintenance of parks in the area or City-wide.

• Bicycle and pedestrian facilities: The property lies within the jurisdiction of the Billings Area Bikeway and Trail Master Plan. A 30-foot-wide pedestrian pathway easement is located along the southern edge of the property near the Yellowstone River. A trail in this easement may be constructed either at the time of property development or when further trail connections are made between River Front Park and Mystic Park.

General City Services: These are the City services that are provided to all residents and businesses in the City, such as police and fire protection, street and storm drain maintenance, and garbage collection and disposal. The service providers that responded did not object to the annexation of this property.

• Transit: MET transit system operators have no objections to the annexation request. MET does not operate a route in this area currently and does not have any plan to in the near future. However, MET will continue to monitor this area for future route alignments.

• Police: The Police Department states that the subject property is located at the edge of an established patrol area but there should be no significant impact to serving the property.

• Public Utilities: The Public Works-- Distribution and Collection Division had no objection with the annexation request as long as the owner agrees to fund the necessary water and sewer connection costs, and signs a waiver of protest for future SIDs.

• Public Works -Street and Traffic Division: The Street and Traffic Division stated that it has no problems serving the property.

• Public Works-Solid Waste: The Solid Waste Division notes that it can serve the property when developed further, but noted that Senate Bill 234 passed the State Legislature this year and dictates that it is up to the property owner as to whether the City or a private carrier collects

solid waste from the property.

• Ambulance Service: The City does not provide ambulance service, however it does dictate the level of service provided by American Medical Response (AMR). By City ordinance, 90% of ambulance calls must be answered within 8 minutes; this annexation is within the area of acceptable response time.

• Legal and Finance: General Fund services, such as the Legal and Finance Departments should not be negatively impacted by this annexation. The Finance Department commented that it had no concerns with the annexation although it would create another City peninsula south of the I-90 corridor. No comments were received from the Legal Department at the time this report was prepared.

• Other Departments: City/County services including Library, Planning, and Environmental Health are only slightly affected by the annexation since they will continue to serve new development whether in the City or the County.

Annexation of this property would adhere to the following goals, objectives and policies of the Yellowstone County and City of Billings
2008 Growth Policy:

• Contiguous development focused in and around existing population centers separated by open space (Land Use Element Goal, page 8).
• More housing and business choices within each neighborhood (Land Use Goal, page 9).
• Protection of groundwater, surface water, riparian areas, air quality and productive agricultural land (Natural Resources Goal, page 13).
• Sanitary and safe properties (Public Facilities and Services Goal, page 18).

RECOMMENDATION

Staff recommends that the City Council approve the Resolution annexing the subject property, subject to the following conditions of approval:

• Prior to site development, a Development Agreement shall be executed between the owner(s) and the City that shall stipulate specific infrastructure improvements and provide guarantees for said improvements, and a Waiver of Right to Protest the Creation of Special Improvement Districts will be recorded; and/or

• A Subdivision Improvements Agreement (SIA) and Waiver of Right to Protest the Creation of Special Improvement Districts shall be approved and recorded that will stipulate specific infrastructure improvements and provide guarantees for such infrastructure improvements.

APPROVED BY CITY ADMINISTRATOR

Attachments

Annexation Petition
Exhibit A
Annexation Resolution

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.						

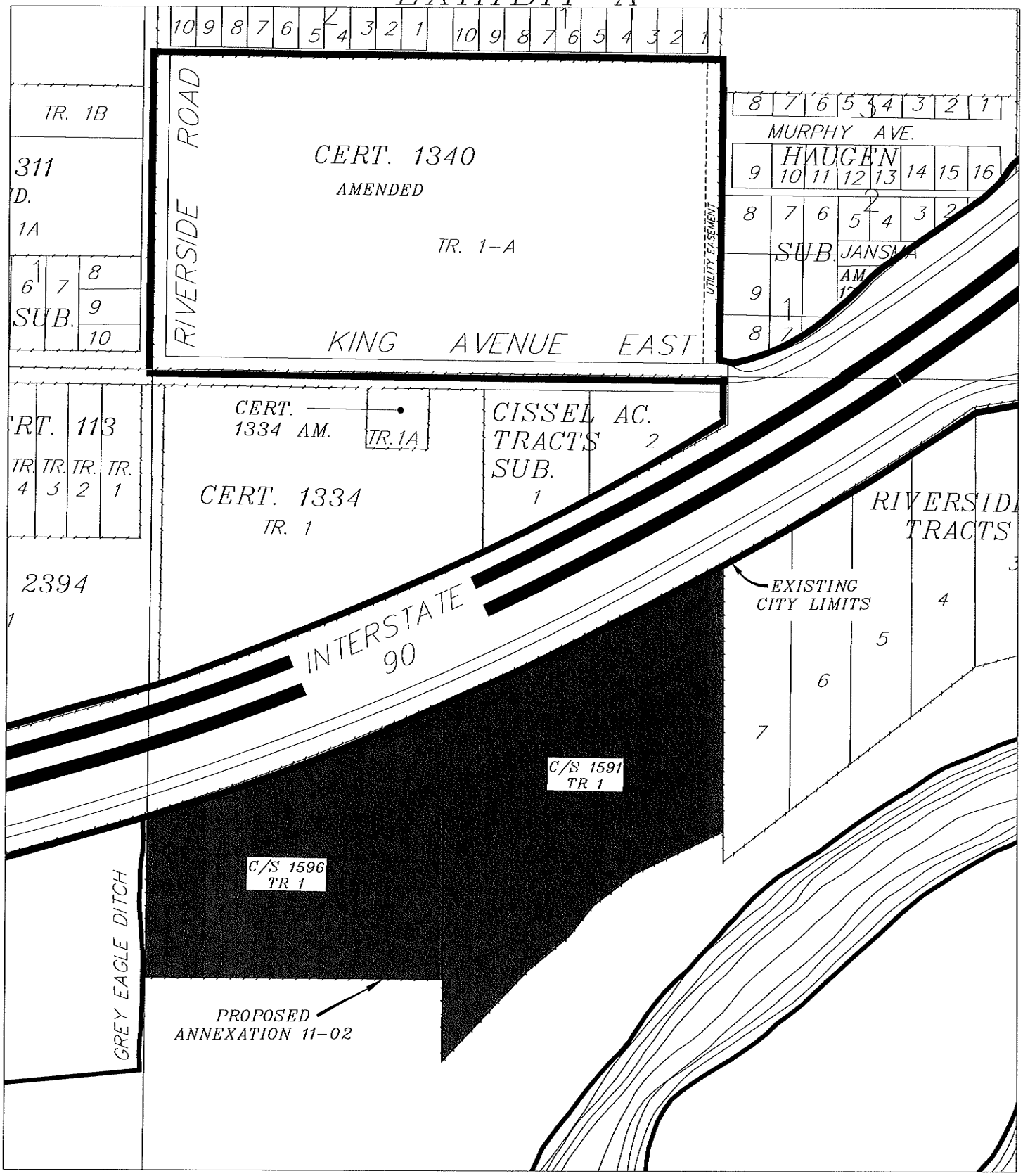
ALL ITEMS BELOW SHALL BE COMPLETED BY STAFF

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

Fee Paid: $960.00

Revised 6/99

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.
TR. 4
TR. 3
TR. 2
TR. 1
2394
INTERSTATE 90
EXISTING CITY LIMITS
C/S 1591 TR 1
C/S 1596 TR 1
GREY EAGLE DITCH
PROPOSED ANNEXATION 11-02

RESOLUTION NO. 11-

A RESOLUTION OF THE CITY OF BILLINGS APPROVING PETITIONS FOR ANNEXATION AND ANNEXING TERRITORY TO THE CITY.

WHEREAS, one hundred percent (100%) of the freeholders who constitute more than fifty percent (50%) of the resident freeholder electors have petitioned the City for annexation of the territory hereinafter described; and

WHEREAS, the territory was described in the Petition as required by law, and

WHEREAS, annexation of said territory would be in the best interest of the City.

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

1. TERRITORY ANNEXED. Pursuant to Petition filed as provided M.C.A., Title 7, Chapter 2, Part 46, the following territory is hereby annexed to the City of Billings:

Tracts of land situated in the N1/2 of Section 15, T.1S., R.26E., P.M.M., Yellowstone County, Montana, more particularly described as:

Being Tract 1 of Certificate of Survey Number 1591, Recorded August 20, 1976, under Document No. 1026729, Records of Yellowstone County;
Tract 1 of Certificate of Survey Number 1596, Recorded September 16, 1976, under Document No. 1029099, Records of Yellowstone County;

Containing 16.937 gross and net acres.
(# 11-02) See Exhibit "A" Attached

2. CONDITIONS. The annexation is approved, subject to the following conditions:

- Prior to site development, a Development Agreement shall be executed between the owner(s) and the City that shall stipulate specific infrastructure improvements and provide guarantees for said improvements and a Waiver of Right to Protest the Creation of Special Improvement Districts will be recorded; and/or

- A Subdivision Improvements Agreement (SIA) and Waiver of Right to Protest the Creation of Special Improvement Districts shall be approved and recorded that will stipulate specific infrastructure improvements and provide guarantees for such infrastructure improvements.

3. PROCEDURE. All procedures as required under M.C.A., Title 7, Chapter 2, Part 46, have been duly and properly followed and taken.

PASSED by the City Council and APPROVED this 12th day of September, 2011.

THE CITY OF BILLINGS:

BY: _____

Thomas R. Hanel, MAYOR

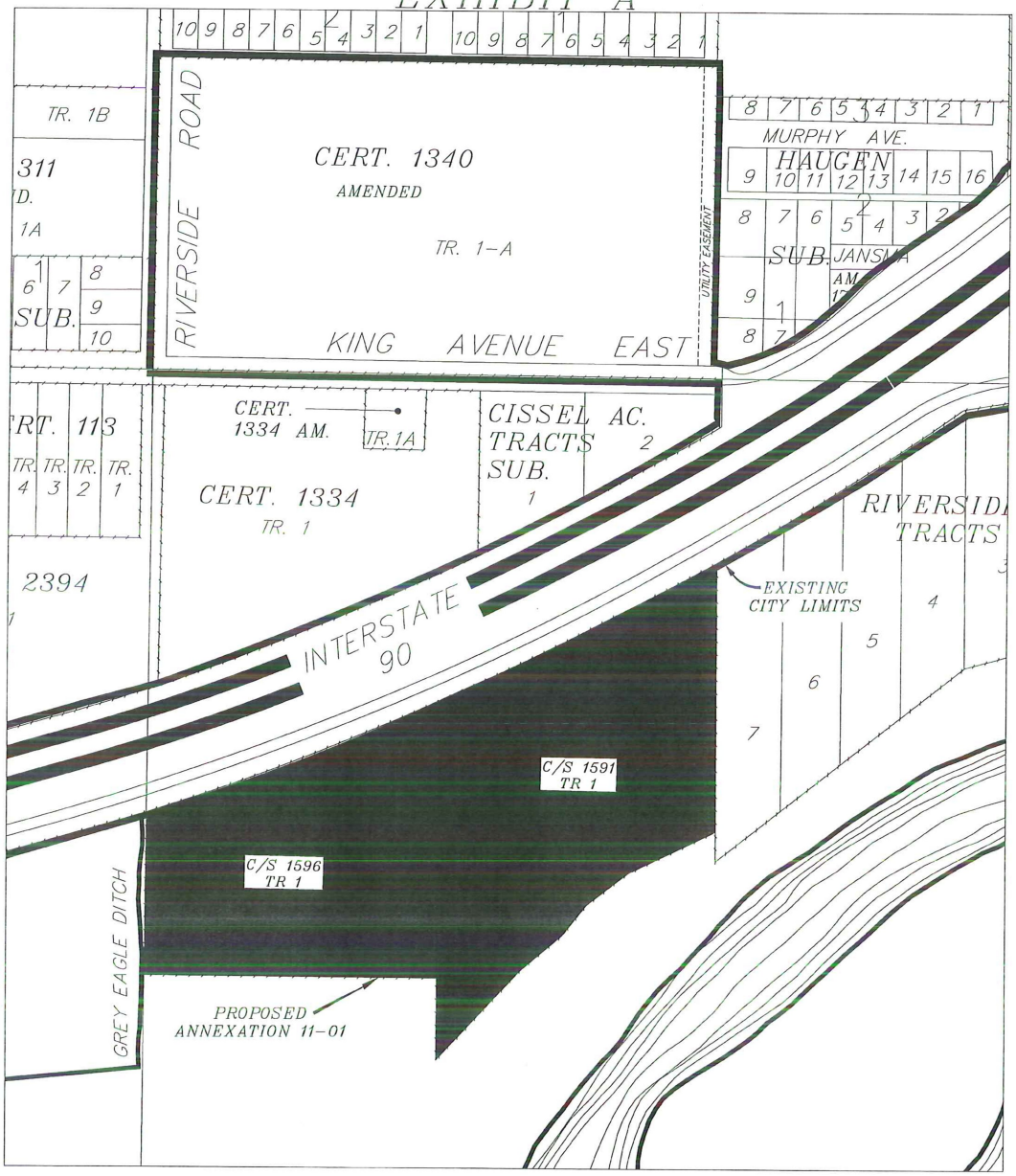
ATTEST:

BY: _____

CITY CLERK

(AN# 11-02)

EXHIBIT A


RIVERSIDE ROAD
CERT. 1340
AMENDED
TR. 1-A
UTILITY EASEMENT
KING AVENUE EAST
MURPHY AVE.
HAUGEN
SUB.
TR. 1B
311
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SUB.
CERT. 1334 AM.
TR. 1A
CERT. 1334
TR. 1
CISSEL AC. TRACTS
SUB.
2
1
TRT. 113
TR. 4
TR. 3
TR. 2
TR. 1
2394
INTERSTATE 90
EXISTING CITY LIMITS
RIVERSIDE TRACTS
4
5
6
7
C/S 1591 TR 1
C/S 1596 TR 1
GREY EAGLE DITCH
PROPOSED ANNEXATION 11-01

Regular City Council Meeting
Meeting Date: 09/12/2011
TITLE: Public Hearing & Resolution on Encroachments
PRESENTED BY: Patrick M. Weber, Finance Director
Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

The annual encroachment assessments have been completed by the Finance Division and are ready to be spread on the tax rolls by resolution, following a public hearing.

Encroachment - Pursuant to BMCC Section 13-301, every person maintaining or owning any structure, encumbrance, obstruction or encroachment, in or upon or extending or projecting on, over, across or above and within seven (7) feet of the grade of any public property, public street, avenue, sidewalk or alley in the city, shall obtain an encroachment permit and shall pay to the city an annual encroachment rental fee of $1.00 per square foot of encroachment area.

ALTERNATIVES ANALYZED

The Council may:

- Approve the resolution; or
- Not approve the resolution, and the Public Works Engineering Fund would be responsible to pay for the assessments.

FINANCIAL IMPACT

A list of the assessments is attached as part of the resolution.

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and adopt the encroachment assessment resolution.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution Encroachments

RESOLUTION 11 _____

A RESOLUTION FIXING THE AMOUNT OF THE ANNUAL SPECIAL ASSESSMENT TAX FOR THE FISCAL YEAR 2012 TO BE PAID BY PERSONS, FIRMS, AND CORPORATIONS, MAINTAINING ENCUMBRANCES, OBSTRUCTIONS, OR ENCROACHMENTS ON, OVER, ACROSS, OR ABOVE THE STREETS, AVENUES, SIDEWALKS, OR ALLEYS OF THE CITY OF BILLINGS AND LEVYING AND ASSESSING SAID SPECIAL ASSESSMENT TAX.

WHEREAS, Chapter 13 of the Billings, Montana City Code provides that every person, firm, or corporation that has or maintains any encumbrances, obstructions, or encroachments on, over, across, or above any street, avenue, sidewalk, or alley shall pay an annual rental fee, and

WHEREAS, Billings, Montana City Code, Section 13-303 provides that the City Council shall annually, by resolution, make a special assessment for such rental upon certain lots abutting on that part of the street, avenue, sidewalk, or alley upon which encumbrance, obstruction, or encroachment on the owner of such abutting lot or lots.

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

1. ANNUAL ASSESSMENT FOR RENTAL: That for the purposes of collecting said rents for the fiscal year 2012 for said encumbrances, obstructions, and encroachments on, over, across, or above the streets, avenues, alleys, and sidewalks of the City of Billings, there is hereby fixed, levied and assessed a special assessment tax upon the lots or parcels of land provided in the schedule attached, described as EXHIBIT "A" and by this reference made a part hereof.

2. DISPOSITION OF COLLECTIONS. All monies collected from said taxes shall be paid to the General Fund of the City of Billings, Montana.

3. NOTICE OF HEARING. That on Monday the 12th day of September, 2011 at 6:30 p.m. or as soon thereafter as the matter may be considered on the agenda in the council chambers of the city hall, billings, Montana, the council will hear objections to the final adoption of this resolution. The City Clerk published notice hereof twice, on September 1st and September 8th, 2011 in the Billings Times.

4. EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED and APPROVED by the City Council on the **12th** day of **September, 2011**

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Cari Martin, CITY CLERK

Exhibit A

11 ANTELOPE TRL	HLO 014 001,2	A09148	ENCH	220.00
FRIED, WILLIAM JR & SALLY AN	8701 10914800	RE		
1443 AVE D	EVE 007 023 W15F &	A06751	ENCH	6.50
DYE, CINDY D	6389 10675100	RE		
2720 BEARTOOTH DR	BEA 002 013	A02920	ENCH	5.00
COFFMAN, STEPHEN L & VICTOR	2604 10292000	RE		
2840 BETH DR	SFF 000 001	A13885	ENCH	1.00
THOMAS FAMILY LIVING TRUST,	13416 11388500	RE		
430 S BILLINGS BLVD	SRS 000 008 S326F	D01389	ENCH	675.00
HANSER AUTOMOTIVE CO INC	35929 40138900	RE		
928 BROADWATER AVE	BDW 002 028-37	A03302	ENCH	12.00
ZIMMERER, STEPHEN L & BRENDA	2998 10330200	RE		
1127 CALICO AVE	TE2 009 024	A24843	ENCH	50.00
KOHN, JAY A & JUDY K	24218 12484300	RE		
322 CAMEL PL	SS2 001 061	A23703	ENCH	58.50
VALKENBURG, CORNELIUS A & LI	23120 12370300	RE		
CENTRAL AVE	Y55 026 001-11 &	A19326	ENCH	10.00
JEWEL FOOD STORES INC	18816 11932600	RE		
1625 CENTRAL AVE	WWH 001 004-8 &	A17571	ENCH	48.00
GRAND LANES INC	17099 11757100	RE		
3040 CENTRAL AVE	SRD 000 002	A31495	ENCH	30.00
HUNTERS POINTE APARTMENTS LL	39020 14610	RE		
1301 DIVISION ST	BLG 003 017-20 &	A00028	ENCH	10.00
ATWOOD, SCOTT	17 10002800	RE		
2300 ELIZABETH ST	STH 003 001	A13999	ENCH	25.00
SCHAEFER, JOSHUA T & COREY R	13542 639	RE		
138 FLORINE LN	FLA 000 007 14&15A	A07017	ENCH	15.00
JACOBSON, RICHARD LEE &	6655 14651	RE		
4148 FRANCES AVE	HRM 000 001	A08646	ENCH	25.00
BRYSON, JEFFERY A	8092 10864600	RE		
828 GOVERNORS PL	KH3 021 011	A20220	ENCH	34.00
POWELL, ROSS D & JILL C	19673 12022000	RE		
2500 GRAND AVE 001	LP2 002 002 001	A20713	ENCH	1.00
BOGGS, JUSTIN DALE	20144 13300	RE		
2700 GRAND AVE B	SVM 001 001 00B	A28233B	ENCH	91.70
GRAND AVE INVESTOR LLC	42305 3296	RE		
2700 GRAND AVE C	SVM 001 001 00C	A28233C	ENCH	11.58
GRAND AVE INVESTOR LLC	42306 3297	RE		
2700 GRAND AVE D	SVM 001 001 00D	A28233D	ENCH	11.28
GRAND AVE INVESTOR LLC	42307 4550	RE		
2700 GRAND AVE E	SVM 001 001 00E	A28233E	ENCH	13.10
GRAND AVE INVESTOR LLC	42308 26245	RE		
2700 GRAND AVE F	SVM 001 001 00A	A28233A	ENCH	19.34
GRAND AVE INVESTOR LLC	42304 12823300	RE		

1323 GRANITE AVE	LER 000 013	A10613	ENCH	102.00
STOUGHTON, ALICE CASADY	10105 11061300	RE		
3221 GREEN TERRACE DR	CDF 007 024	A05687	ENCH	41.00
ROSE, BERNARD J III	5385 10568700	RE		
2760 GREGORY DR S	GR3 002 010	A19680	ENCH	50.00
COZZENS, LAWRENCE B & JEANNI	19127 11968000	RE		
4103 JANSMA AVE	SW4 012 011	A22975	ENCH	50.00
MOFFETT, DAVE	22382 12297500	RE		
4780 KING AVE E	MLC 001 001	A28994	ENCH	25.00
BK RE 11036 LLC	28086 1874	RE		
2883 KING AVE W	0662 000 000	D00527	ENCH	1000.00
RMR I LLC	35758 11622	RE		
4009 LAREDO PL	MYP 004 002	C06176	ENCH	112.50
ZIMNY, GERARD P & MICHELLE A	32925 30617600	RE		
3218 LEEANN BLVD	W5A 003 014A1	A20842	ENCH	10.00
TEICHERT, LYLE W & VALERIE R	20240 12084200	RE		
595 MAIN ST	HLR 000 001 W10F &	A09171	ENCH	50.00
MAIN STREET PARTNERS	8745 10917100	RE		
5435 MIDLAND RD	VAQ 001 001	C07319	ENCH	706.00
MANNY 422 LLC	33243 30731900	RE		
1117 MILES AVE	BDW 012 009-10	A03492	ENCH	10.00
MILLER, JANEL R	3187 10349200	RE		
2622 MINNESOTA AVE	BLG 189 017	A01272	ENCH	88.00
CITY OF BILLINGS	1060 10127200	RE		
2624 MINNESOTA AVE	BLG 189 018	A01273	ENCH	207.00
L & L DEVELOPMENT VENTURE LP	1061 10127300	RE		
2702 MINNESOTA AVE	BLG 190 007-8	A01281	ENCH	27.00
MORLEDGE, KARL	1069 10128100	RE		
2712 MINNESOTA AVE	BLG 190 012A	A01285	ENCH	46.00
MCKAY, TERRY & BARBARA J	1072 10128500	RE		
2804 MINNESOTA AVE	BLG 191 007-16	A01294	ENCH	421.00
LJR, LLC	1080 10129700	RE		
2303 MONTANA AVE	BLG 113 001-2	A00832	ENCH	122.50
D. B. SQUARED LLC	683 10083200	RE		
2319 MONTANA AVE	BLG 113 005A &	A00833	ENCH	442.00
COMPUTERS UNLIMITED	685 10083300	RE		
2401 MONTANA AVE	BLG 112 001	A00817	ENCH	50.00
REX HOTEL PARTNERSHIP	668 10081700	RE		
2413 MONTANA AVE	BLG 112 007	A00822	ENCH	114.00
NELSON, ANDY & BERT	674 10082200	RE		
2415 MONTANA AVE	BLG 112 008	A00823	ENCH	25.00
COMPUTERS UNLIMITED	675 10082300	RE		
2501 MONTANA AVE	BLG 111 001-2	A00806	ENCH	1261.00
COMPUTER UNLIMITED	657 10080600	RE		
2505 MONTANA AVE	BLG 111 003	A00807	ENCH	53.00
RPS, LLC	658 10080700	RE		

2705 MONTANA AVE	BLG 109 001-4	A00789	ENCH	66.00
CITY OF BILLINGS	646 10078900	RE		
2817 MONTANA AVE	BLG 108 008 W2/3 &	A00781	ENCH	126.00
NELSON, BERT A & ANDREW	640 10078100	RE		
2911 MONTANA AVE	BLG 107 006A	A00765	ENCH	224.34
MIGNONE, FRANCIS J	627 10076500	RE		
3217 MONTANA AVE	BLG 104 009-12 101	A00735A	ENCH	25.00
MONTANA AVE LOFTS LLC	41297 12144	RE		
3517 MONTANA AVE	BLG 101 008-12	A00708	ENCH	5.00
MARKS, STEVE	578 10070800	RE		
1159 MOON VALLEY RD	MVA 000 034	A11091	ENCH	50.00
BERRY, GALE & AMY	10570 11109100	RE		
NORTHWESTERN CORPORATION TAX	CEN 000 000 E004	E00004	ENCH	168.00
NORTHWESTERN CORP TRANSMISSI	37108 13584	RE		
533 PARK LN	MV2 001 001	A11193	ENCH	5.00
EREKSON, MATTHEW L	10660 11119300	RE		
1918 PARKHILL DR	HLI 005 001	A09085	ENCH	3.00
DEAVER, FRANKLIN KENNEDY JR	8540 10908500	RE		
4015 POLY DR	3209 000 002	D04718	ENCH	20.00
ELLIS, SHELLEY M	36278 40471800	RE		
127 REGAL ST	KNG 000 003	A20357	ENCH	30.00
JONES, JAMES W & JOHN T TRUS	19803 12035700	RE		
801 RIMROCK RD	T1N R26E SEC 30 E 75F	D05641	ENCH	5.00
LE BAR, JAMES H & ELINOR J	36662 40564100	RE		
1625 RIVER STONE ST	CWG2 012 015	A33004	ENCH	3.00
SERMON, EDWARD J & REGINA L	40529 16651	RE		
2953 ROCKRIM LN	VLV 000 007C	A17196	ENCH	25.00
RUDE, KARL J	16717 11719600	RE		
2901 SHADOW OAKS PL	OKS 004 001	A24268	ENCH	25.00
COLLETT, GORDON C & SIV D	23671 1207	RE		
2902 SILVERWOOD ST	SLW 001 022	A21196	ENCH	10.00
KOCH, BRENT D	20570 12119600	RE		
1490 SOURDOUGH LN	GOL 003 021	A20913	ENCH	5.00
DIAMOND X LAND, LLC	20307 12091300	RE		
2706 TREASURE DR	PVT 004 029	A12971A	ENCH	25.00
POPP, GREGORY A & SHELLY	12401 11297101	RE		
UNASSIGNED	FOA 042 016-18	A07279	ENCH	20.00
DEACONESS BILLINGS CLINIC	6838 10727900	RE		
UNASSIGNED	SHI 008 000 PARK#2	C08660	ENCH	1.00
EGGEBRECHT FAMILY LIMITED PT	33842 30866000	RE		
2010 VIRGINIA LN	CCA 004 039-43	A04983A	ENCH	25.00
WILGUS, MARK A & JOSI D	4688 2207	RE		
3815 WAR BONNET TRL	WBS 003 011A	C03210	ENCH	25.00
DAVIES, WILLIAM L & NANCY A	32172 30321000	RE		
230 WYOMING AVE	WSI 015 031-32	A17942	ENCH	9.00
HUSCHKA, MICHAEL J & LISA J	17470 11794200	RE		

1105 1 AVE N	1758 000 001	D05903	ENCH	100.00
ROOKHUIZEN, EDWARD J & DIANN	36904 40590300	RE		
1123 1 AVE N	0384 000 000 FRAC	D05900	ENCH	1440.00
B WHO U R, LLC	36901 40590000	RE		
1617 1 AVE N	BLG 081 013-24	A00537	ENCH	220.00
J & S PROPERTIES INC	432 10053700	RE		
2442 1 AVE N	BLG 112 018	A00827	ENCH	17.00
FOXLEY, SANDRA M TRUSTEE	679 10082700	RE		
2511 1 AVE N	BLG 090 015-24	A00618	ENCH	362.00
CLOCK TOWER INN, LLC	499 90015300	RE		
2651 1 AVE N	BLG 091 001-4 &	A00620	ENCH	5.00
CITY OF BILLINGS	500 966	RE		
2708 1 AVE N BSMT	BLG 109 019-20 BSMT	A00796A	ENCH	4.50
SECURITIES BUILDING LLC	41306 20420	RE		
2708 1 AVE N 004A	BLG 109 019-20 004A	A00796H	ENCH	0.69
SECURITIES BUILDING LLC	41313 20427	RE		
2708 1 AVE N 004B	BLG 109 019-20 004B	A00796I	ENCH	0.67
SECURITIES BUILDING LLC	41314 20428	RE		
2708 1 AVE N 004C	BLG 109 019-20 004C	A00796J	ENCH	0.70
SECURITIES BUILDING LLC	41315 20429	RE		
2708 1 AVE N 004D	BLG 109 019-20 004D	A00796K	ENCH	0.45
SECURITIES BUILDING LLC	41316 20430	RE		
2708 1 AVE N 004E	BLG 109 019-20 004E	A00796L	ENCH	0.63
SECURITIES BUILDING LLC	41317 20431	RE		
2708 1 AVE N 004F	BLG 109 019-20 004F	A00796N	ENCH	0.61
SECURITIES BUILDING LLC	41318 20432	RE		
2708 1 AVE N 005A	BLG 109 019-20 005A	A00796O	ENCH	0.69
SECURITIES BUILDING LLC	41319 20433	RE		
2708 1 AVE N 005B	BLG 109 019-20 005B	A00796P	ENCH	0.67
SECURITIES BUILDING LLC	41320 20434	RE		
2708 1 AVE N 005C	BLG 109 019-20 005C	A00796Q	ENCH	0.70
SECURITIES BUILDING LLC	41321 20435	RE		
2708 1 AVE N 005D	BLG 109 019-20 005D	A00796R	ENCH	0.45
SECURITIES BUILDING LLC	41322 20436	RE		
2708 1 AVE N 005E	BLG 109 019-20 005E	A00796S	ENCH	0.63
SECURITIES BUILDING LLC	41323 20437	RE		
2708 1 AVE N 005F	BLG 109 019-20 005F	A00796T	ENCH	0.61
SECURITIES BUILDING LLC	41324 20438	RE		
2708 1 AVE N 101	BLG 109 019-20 101	A00796B	ENCH	3.17
SECURITIES BUILDING LLC	41307 20421	RE		
2708 1 AVE N 102	BLG 109 019-20 102	A00796C	ENCH	1.33
SECURITIES BUILDING LLC	41308 20422	RE		
2708 1 AVE N 200	BLG 109 019-20 200	A00796D	ENCH	2.39
SECURITIES BUILDING LLC	41309 20423	RE		
2708 1 AVE N 201	BLG 109 019-20 201	A00796E	ENCH	1.35
SECURITIES BUILDING LLC	41310 20424	RE		

2708 1 AVE N 300	BLG 109 019-20 300	A00796F	ENCH	2.56
WEBHEN LLC	41311 20425	RE		
2708 1 AVE N 301	BLG 109 019-20 301	A00796G	ENCH	1.20
SECURITIES BUILDING LLC	41312 20426	RE		
2902 1 AVE N	BLG 107 019-20	A00774	ENCH	1720.00
NEAL C LA FEVER TRUST &	634 10077400	RE		
2925 1 AVE N	BLG 094 021-24	A00656	ENCH	59.58
TEAL, LLC	534 10065600	RE		
3220 1 AVE N	BLG 104 014 N6I &	A00737	ENCH	10.00
RIDER, THEODORE J & (ETAL)	605 10073700	RE		
3303 1 AVE N	BLG 098 001-9	A00687	ENCH	3.00
HOLIDAY FURNITURE CO INC	556 10068700	RE		
3520 1 AVE N	BLG 101 013-18	A00710	ENCH	5.00
MARKS, STEVE	579 10071000	RE		
2921 1 AVE S	BLG 00A 019-24	A00010	ENCH	16.00
SEAL, LAVERN AKA LEVERN	8 10001000	RE		
2800 10 AVE N	DMC 001 001-3 &	A05968	ENCH	304.00
DEACONESS MEDICAL CNTR OF BL	5664 457	RE		
320 N 11 ST	BLG 028 006	A00123	ENCH	50.00
TRAIL CREEK PROPERTIES LLC	91 10012300	RE		
1340 15 ST W	LIQ 000 001	A19570	ENCH	56.00
SIEMENS FAMILY LP	19032 11957000	RE		
315 N 15 ST	BLG 031 017-18 W 70F	A00146	ENCH	80.00
MCDONNELL FAMILY IRREVOCABLE	110 10014600	RE		
1201 2 AVE N	BLG 073 001-12	A00510	ENCH	960.00
FRANK FAMILY LIMITED PARTNER	409 10051000	RE		
2520 2 AVE N	BLG 090 013	A00616	ENCH	24.00
BAD OSPREY INC	497 10061600	RE		
2808 2 AVE N	BLG 093 007-12 001B	A00642B	ENCH	97.20
THE BABCOCK LLC	43472 20037	RE		
2810 2 AVE N	BLG 093 007-12 001C	A00642C	ENCH	3.24
THE BABCOCK LLC	43473 21948	RE		
2812 2 AVE N 1A	BLG 093 007-12 001A	A00642A	ENCH	61.56
THE BABCOCK LLC	43471 4332	RE		
2814 2 AVE N	BLG 093 013-17 E50F &	A00644	ENCH	154.00
ROYER PROPERTY LLC	522 5968	RE		
810 2 ST W	WSI 016 001-4 N54F	A17949	ENCH	12.00
BALLOU, CAROLYN J	17478 11794900	RE		
302 S 23 ST	BLG 173 011-12	A01174	ENCH	320.00
CONOCOPHILLIPS COMPANY	969 10117400	RE		
1108 24 ST W	LS2 001 001	A10202	ENCH	2813.00
LUTHERAN CHURCH OF THE GOOD	9688 11020200	RE		
1211 24 ST W	A2S 000 006,7 N277.3	A02434A	ENCH	15.00
BIG SKY FLORAL SUPPLY LLC	2116 10243401	RE		
124 N 24 ST	BLG 089 011-12	A00604	ENCH	7.00
MOUNTRAIL PROPERTIES LLC	486 10060400	RE		

420 N 24 ST	BLG 011 007-12	A00068A	ENCH	10.00
B L M TIRE CO	39 10006801	RE		
124 S 24 ST	BLG 143 001-3 &	A00964	ENCH	40.00
HATZELL PROPERTIES LLP	782 10096400	RE		
322 N 25 ST	BLG 042 011-12	A00243	ENCH	120.00
BLGS U S EMPLOYEES FED CR UN	196 10024300	RE		
N 26 ST	BLG 090 014	A00617	ENCH	24.00
BAD OSPREY INC	498 10061700	RE		
505 N 26 ST	BLG 267 021A	A01963A	ENCH	220.00
YELLOWSTONE ART MUSEUM	1672 5839	RE		
10 S 26 ST	BLG 189 007	A01264	ENCH	42.00
CITY OF BILLINGS	1052 10126400	RE		
24 S 26 ST	BLG 189 001-6	A01259	ENCH	6.00
CITY OF BILLINGS	1047 10125900	RE		
724 S 26 ST	BLG 227 001-24 &	A01699	ENCH	25.00
STATE OF MT DEPARTMENT OF AD	1454 10169900	RE		
27 N 27 ST	BLG 110 007-18	A00804	ENCH	130.00
MAKENNA HOTEL INVESTMENTS LL	656 4323	RE		
210 N 27 ST	BLG 058 001-12	A00368	ENCH	28.00
CITY OF BILLINGS	289 1602	RE		
515 N 27 ST	FOA 051 018 &	A07362	ENCH	47.26
SOUTH CENTRAL MONTANA REGION	6904 10736200	RE		
802 N 27 ST	FOA 025 001-6	A07120	ENCH	100.00
BILLINGS CLINIC	6743 10712000	RE		
1315 N 27 ST	SDS 021 002 N100F	A16557	ENCH	15.00
KHAN PROPERTIES, LLC	16204 11655700	RE		
13 S 27 ST	BLG 189 019-24	A01274	ENCH	134.00
CITY OF BILLINGS	1062 10127400	RE		
101 S 27 ST	BLG 141 001-12 &	A00949	ENCH	10.00
YELLOWSTONE HEALTH PARTNERSH	772 10094900	RE		
24 N 28 ST	BLG 108 001-6	A00778	ENCH	602.00
WESTERN SECURITY BANK	638 10077800	RE		
101 N 28 ST	BLG 092 023-24	A00639	ENCH	48.00
DAVIDSON, LARRY	517 4330	RE		
111 N 28 ST	BLG 092 020 &	A00637	ENCH	388.00
ACME LIMITED PARTNERSHIP	515 3181	RE		
117 N 28 ST	BLG 092 015-16	A00636	ENCH	351.00
ROBERTSON, JEFF & DONNA	513 10063600	RE		
213 N 28 ST	BLG 058 017-18	A00374	ENCH	48.00
LO, CHIA WEI & LIN LIN	292 10037400	RE		
222 N 28 ST	BLG 057 009-10	A00363	ENCH	500.00
CORMIER, PATRICK C-TRSTE	281 2487	RE		
313 N 28 ST	FOA 056 019,20 W62.72	A00260	ENCH	273.00
BOBKATZ HOLDINGS, LLC	210 10026000	RE		
1138 N 28 ST	NS3 008 014-22 &	A12226	ENCH	720.00
SISTERS OF CHARITY OF LEAVEN	11549 11222600	RE		

20 S 28 ST	BLG 191 001-6	A01293	ENCH	30.00
YELLOWSTONE PAPER COMPANY	1079 4402	RE		
101 S 28 ST	BLG 140 001-24	A00939	ENCH	126.00
SOUTHERN FOODS GROUP LP	770 6306	RE		
14 N 29 ST	BLG 107 023-24	A00776	ENCH	105.00
BARBAZON APARTMENTS LP	636 10077600	RE		
15 N 29 ST	BLG 108 014A	A00783	ENCH	108.00
NEAL C LA FEVER TRUST &	642 10078300	RE		
223 N 29 ST	BLG 057 013-15	A00365	ENCH	20.00
TWO VALLEYS REALTY INC	283 10036500	RE		
415 N 29 ST	FOA 053 013-20	A07370	ENCH	17.00
KARLSEN, VIRGINIA G	6911 10737000	RE		
716 N 29 ST	FOA 035 007-9	A07194	ENCH	20.00
BILLINGS CLINIC	6792 13240	RE		
801 N 29 ST	BCS 001 001	A07131	ENCH	223.00
BILLINGS CLINIC	6748 28971	RE		
904 N 29 ST	NS1 001 001-24 &	A12102	ENCH	223.00
DEACONESS MEDICAL CNTR OF BL	11517 11210200	RE		
1002 N 29 ST	NS3 006 001-2 &	A12194	ENCH	57.14
DEACONESS MEDICAL CNTR OF BL	11532 11219400	RE		
1006 N 29 ST	NS3 006 003-4 &	A12195	ENCH	57.14
BILLINGS DEACONESS HOSPITAL	11533 13256	RE		
1010 N 29 ST	NS3 006 005-6 &	A12196	ENCH	57.14
DEACONESS MEDICAL CENTER OF	11534 11219600	RE		
1014 N 29 ST	NS3 006 007-8 &	A12197	ENCH	57.14
DEACONESS MEDICAL CNTR OF BL	11535 11219700	RE		
1020 N 29 ST	NS3 006 009-10 &	A12198	ENCH	57.14
DEACONESS MEDICAL CENTER	11536 11219800	RE		
1024 N 29 ST	NS3 006 011-12 &	A12199	ENCH	57.14
BILLINGS DEACONESS HOSPITAL	11537 11219900	RE		
1028 N 29 ST	NS3 006 013-14 &	A12200	ENCH	57.14
BILLINGS DEACONESS HOSPITAL	11538 11220000	RE		
1245 N 29 ST	NML 002 032	A11354	ENCH	9.00
STATE OF MT - DEPT OF INSTIT	10801 11135400	RE		
24 S 29 ST	BLG 00A 001-6	A00001	ENCH	11.00
SEAL, LEVERN D	1 10000100	RE		
1190 S 29 ST W	PIS 001 005B	C10469A	ENCH	10.00
WEBER PROPERTIES LLC	34980 31046901	RE		
2812 3 AVE N	BLG 057 011-12	A00364	ENCH	334.00
GRAY, MICHAEL J	282 10036400	RE		
2825 3 AVE N	BLG 045 013-24 &	A00264	ENCH	125.00
MILLER TROIS LLC	214 2852	RE		
2922 3 AVE N	BLG 056 007-17 &	A00352	ENCH	18.00
BILLINGS MONTANA PARKING COM	276 4454	RE		
804 N 30 ST	FOA 028 001-3	A07152	ENCH	120.00
DEACONESS MEDICAL CENTER OF	6752 10715200	RE		

810 N 30 ST	FOA 028 004-5	A07153	ENCH	80.00
BILLINGS CLINIC	6753 10715300	RE		
814 N 30 ST	FOA 028 006-8	A07154	ENCH	120.00
DEACONESS BILLINGS CLINIC	6754 10715400	RE		
1144 N 30 ST	NEL 006 018-24	A11592	ENCH	15.00
SISTERS OF CHARITY OF LVNWRT	11003 3201	RE		
1233 N 30 ST	NEL 004 025-48 &	A11565	ENCH	33.34
SISTERS OF CHARITH OF LEAVEN	10979 11156500	RE		
217 N 31 ST	BLG 055 013-18	A00349	ENCH	137.00
ROMAN CATHOLIC BISHOP OF GRT	274 10034900	RE		
924 S 31 ST	BLG 239 001-4	A01809	ENCH	50.00
COMMUNITY LEADERSHIP DEVELOP	1536 10180900	RE		
1305 4 AVE N	BLG 022 001-6	A00096	ENCH	213.32
W B Y -LLC	70 10009600	RE		
3000 7 AVE N	FOA 044 010-12	A07297	ENCH	60.00
MILLER LAND CO	6854 10729700	RE		
2323 7 ST W	CDN 006 001	A05812	ENCH	25.00
ARAGON, KATHLEEN J	5513 10581200	RE		
				22,738.82

Regular City Council Meeting
Meeting Date: 09/12/2011
TITLE: Public Hearing Respread SID 1387
PRESENTED BY: Patrick M. Weber, Financial Services Director
Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

The assessment for SID 1387 (Zimmerman Trail) has been completed by the Finance Department and is ready to spread on the tax rolls. SID 1387 was originally spread based on estimated or bond cost and is now being re-spread based on the completed construction cost. This project is for sanitary sewer improvements.

ALTERNATIVES ANALYZED

The Council must hold a public hearing and then may:

- Approve the resolution; or
- Not approve the resolution, the tax payers will not be assessed, and the General Fund will be responsible for paying for the improvements.

FINANCIAL IMPACT

The costs associated with SID 1387 are assessed per lot. The net effective interest rate is 4.75%. Under the State statute 7-12-4189, the City is required to add ½ of 1% for a total rate of 5.25%. The ½ of 1% will be used as additional security on bond issues, as stated in the final bond resolution. Interest earnings and prior collections are subtracted from the final construction cost and allocated to the appropriate properties. Any remaining fund balances are used to call bonds.

RECOMMENDATION

Staff recommends that a public hearing be held and Council pass the proposed resolution on September 12, 2011.

APPROVED BY CITY ADMINISTRATOR

Attachments

Respread 1387

Attachment A

RESOLUTION 11 _____

A RESOLUTION RELEVYING AND REASSESSING A SPECIAL ASSESSMENT TAX UPON ALL BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR PROJECT KNOWN AS 1387, IN THE CITY OF BILLINGS, MONTANA.

WHEREAS, the City created a special improvement district or project known as 1387 and;

WHEREAS, it is necessary to relevy and reassess a special assessment tax upon each benefited property in the district or project area to defray the cost and expenses of said district or project. The original assessment was calculated on the bond sale cost. After construction was completed, the City adjusted the assessment by using the project cost; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, Montana as follows:

1: RELEVY AND REASSESSMENT. That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 1387 of the City of Billings, Montana, there is hereby relevied and reassessed upon each lot or parcel of land described below, owned by persons respectively indicated, a special assessment tax payable in semi-annual installments with interest. Each lot and parcel assessed and the owner thereof is hereinafter described:

Tax Code /Owner Name /Legal Description	Assessment Amount	Interest Rate	Years Assessed
C11854 LAMPI, ROHNN M & MARY KATE ZIMMERMAN TRAIL SUB	$13,885.78 712, S27, T01 N, R25 E, BL	5.250	13
C11856 KNAPP, HOWARD R & BRENDA C ZIMMERMAN TRAIL SUB, S27, T01 N, R25 E, BLOCK 001, Lot 007, LT 7 BLK 1 ZIMM	$13,885.78	5.250	13
C11857 BROSS, BRIAN A & ZIMMERMAN TRAIL SUB, S27, T01 N, R25 E, BLOCK 001, Lot 008, LT 8 BLK 1 ZIMM	$13,885.78	5.250	13

C11858	$13,885.78	5.250	13
BOS, JAMES A & LOIS I			
ZIMMERMAN TRAIL SUB, S27, T01 N, R25 E, BLOCK 001, Lot 009, LT 9 BLK 1 ZIMM			
C11860	$13,885.78	5.250	13
KINCAID LAND LLC			
ZIMMERMAN TRAIL SUB	712, S27, T01 N, R25 E, BL		

2: DISPOSITION OF COLLECTION. All monies collected from the assessment shall be paid into a special improvement district or project Fund. Assessments become delinquent based on the semi-annual due dates of real property taxes, currently December 1 and June 1 of each year.

3: NOTICE AND HEARING. On Monday, September 12, 2011 at 6:30 p.m., or as soon thereafter as the matter was considered on the agenda of the City Council at a regular meeting held in the Council Chambers of the Police Facility, 220 N. 27th St., Billings, Montana, the City Council held a public hearing to hear comments and/or objections to the adoption of this resolution. The City Clerk published notice of the public hearing twice with at least six (6) days separating each publication in a newspaper of general paid circulation with a periodicals mailing permit. The final publication was made at least 10 days prior to the public hearing per MCA 7-12-4177.

SECTION 4: EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED this 12th day of September, 2011.

CITY OF BILLINGS:

BY:_____
Thomas W. Hanel, Mayor

ATTEST:

BY:_____
Cari Martin, City Clerk

Regular City Council Meeting
Meeting Date: 09/12/2011
TITLE: Public Hearing Respread SID 1388
PRESENTED BY: Patrick M. Weber, Financial Services Director
Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

The assessment for SID 1388 (Dorothy Lane) has been completed by the Finance Department and is ready to spread on the tax rolls. SID 1388 was originally spread based on estimated or bond cost and is now being re-spread based on the completed construction cost. This project is for street and storm drain improvements.

ALTERNATIVES ANALYZED

The Council must hold a public hearing and then may:

- Approve the resolution; or
- Not approve the resolution, the property owners will not be assessed, and the General Fund will be responsible for paying for the improvements.

FINANCIAL IMPACT

The costs associated with SID 1388 are assessed per lot. The net effective interest rate is 4.895%. Under the State statute 7-12-4189, the City is required to add ½ of 1% for a total rate of 5.395%. The ½ of 1% will be used as additional security on bond issues, as stated in the final bond resolution. Interest earnings and prior collections are subtracted from the final construction cost and allocated to the appropriate properties. Any remaining fund balances are used to call bonds.

RECOMMENDATION

Staff recommends that Council conduct a public hearing and pass the proposed resolution on September 12, 2011.

APPROVED BY CITY ADMINISTRATOR

Attachments

Respread 1388

Attachment A

RESOLUTION 11 _____

A RESOLUTION RELEVYING AND REASSESSING A SPECIAL ASSESSMENT TAX UPON ALL BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR PROJECT KNOWN AS 1388, IN THE CITY OF BILLINGS, MONTANA.

WHEREAS, the City created a special improvement district or project known as 1388 and;

WHEREAS, it is necessary to relevy and reassess a special assessment tax upon each benefited property in the district or project area to defray the cost and expenses of said district or project. The original assessment was calculated on the bond sale cost. After construction was completed, the City adjusted the assessment by using the project cost; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, Montana as follows:

1: RELEVY AND REASSESSMENT. That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 1388 of the City of Billings, Montana, there is hereby relevied and reassessed upon each lot or parcel of land described below, owned by persons respectively indicated, a special assessment tax payable in semi-annual installments with interest. Each lot and parcel assessed and the owner thereof is hereinafter described:

Tax Code /Owner Name /Legal Description	Assessment Amount	Interest Rate	Years Assessed
A28760 PAULEY, D R CELESTIAL SUBD, S23, T01 N, R26 E, BLOCK 002, Lot 024, LT 24 BLK 2 CELESTIA	$10,325.88	5.395	14
C00188 DUGAN, MARY ANN TRUSTEE CELESTIAL SUBD, S23, T01 N, R26 E, Lot 001, LT 1 CELESTIAL SUBD	$2,525.78	5.395	14
C00190 DUGAN, MARY ANN TRUSTEE CELESTIAL SUBD, S23, T01 N, R26 E, Lot 003, LT 3 CELESTIAL SUBD	$2,525.78	5.395	14

C00191 $3,518.08 5.395 14
RIDDLE, JUDITH M & NATHANIAL TODD
CELESTIAL SUBD, S23, T01 N, R26 E, Lot 004, LT 4 CELESTIAL SUBD

C00309 $7,627.37 5.395 14
MORRIS, BARRY A & PENNY A
DOROTHY SUBD, S23, T01 N, R26 E, Lot 03D, 397 LT 3D COS 397 DOROTHY SUBD

C00312 $7,933.03 5.395 14
SLAVICK, JOEL W & PATRICIA J
DOROTHY SUBD, S23, T01 N, R26 E, Lot 005, W100 FT LT 5 DOROTHY SUBD

C00313 $9,689.48 5.395 14
MARTINEZ, JOHN L & ELIZABETH A
DOROTHY SUBD 212, S23, T01 N, R26 E, Lo

C00314 $9,307.40 5.395 14
HANSER, WILLIAM P
DOROTHY SUBD, S23, T01 N, R26 E, Lot 007, LT 7 DOROTHY SUBD

C00316 $8,623.22 5.395 14
GRAHAM, CORA B
DOROTHY SUBD 212, S23, T01 N, R26 E, Lo

C00316A $8,083.42 5.395 14
HEADY, RAYMOND & CARRIE J
DOROTHY SUBD, S23, T01 N, R26 E, Lot 10B, LT 10B DOROTHY SUB AMD LT 10 0.22

C00324I $8,368.95 5.395 14
ROESLER, MARK F & CYNTHIA A
FRITZ SUBD, S23, T01 N, R26 E, BLOCK 002, Lot 010, LT 10 BLK 2 FRITZ SUB 2N

C00324J $8,368.95 5.395 14
SLEHOFER, JAMES F & KATHERINE M
FRITZ SUBD, S23, T01 N, R26 E, BLOCK 002, Lot 011, LT 11 BLK 2 FRITZ SUB

C00324K $8,368.95 5.395 14
KERN, ADAM & MONICA
FRITZ SUBD, S23, T01 N, R26 E, BLOCK 002, Lot 012, LT 12 BLK 2 FRITZ SUB

C00325 $8,368.95 5.395 14
JAMES, BRIAN G & TRISTEN R
FRITZ SUBD, S23, T01 N, R26 E, BLOCK 002, Lot 015, LT 15 BLK 2 FRITZ SUBD

C00326 $7,917.39 5.395 14
JL HOWARD PROPERTIES LLC
FRITZ SUBD, S23, T01 N, R26 E, BLOCK 002, Lot 016, LT 16 BLK 2 FRITZ SUBD

C00333 $4,693.96 5.395 14
RISDON, LINDA J
FRITZ SUBD, S23, T01 N, R26 E, BLOCK 003, Lot 007, LT 7 BLK 3 FRITZ SUBD

C00334 $4,693.96 5.395 14
WHITNEY, SUSAN J & JASON W
FRITZ SUBD 212, S23, T01 N, R26 E, BL

C00336 $4,693.96 5.395 14
SCHMIDT, MICHAEL A & P COLLEEN

FRITZ SUBD, S23, T01 N, R26 E, BLOCK 003, Lot 010, LT 10 BLK 3 FRITZ SUBD 2

C00338 $4,693.96 5.395 14
WEBSTER, DALE R & SHARON M
FRITZ SUBD, S23, T01 N, R26 E, BLOCK 003, Lot 012, LT 12 BLK 3 FRITZ SUBD

C00341 $4,693.96 5.395 14
BARTER, STEPHEN J JR & JOANNE H
FRITZ SUBD, S23, T01 N, R26 E, BLOCK 004, Lot 006, LT 6 BLK 4 FRITZ SUBD 2N

C00341A $4,693.96 5.395 14
JESSEN, JASON J
FRITZ SUBD, S23, T01 N, R26 E, BLOCK 004, Lot 007, LT 7 BLK :4 FRITZ SUB 2N

C00341B $4,693.96 5.395 14
BROCKMAN, DAVID A & LEOTA M
FRITZ SUBD, S23, T01 N, R26 E, BLOCK 004, Lot 008, LT 8 BLK 4 FRITZ SUB 2ND

C00341C $4,693.96 5.395 14
LKG, LLC
FRITZ SUBD, S23, T01 N, R26 E, BLOCK 004, Lot 009, LT 9 BLK 4 FRITZ SUB 2ND

C00341D $4,693.96 5.395 14
PORTER, JAMIE L &
FRITZ SUBD, S23, T01 N, R26 E, BLOCK 004, Lot 010, LT 10 BLK 4 FRITZ SUB 2N

C00342A $8,368.95 5.395 14
BYRD, KEN A & CHERYL K
FRITZ SUBD, S23, T01 N, R26 E, BLOCK 005, Lot 002, LT 2 BLK 5 FRITZ SUB 2ND

C00342B $8,368.95 5.395 14
ANEST, CAROLYN M
FRITZ SUBD, S23, T01 N, R26 E, BLOCK 005, Lot 003, LT 3 BLK 5 FRITZ SUB

C00343 $8,368.95 5.395 14
HUNT, RONALD L & SUSAN M
FRITZ SUBD, S23, T01 N, R26 E, BLOCK 005, Lot 004, LT 4 BLK 5 FRITZ SUBD 2N

C00343B $8,368.95 5.395 14
HOPE, KATHLEEN M
FRITZ SUBD, S23, T01 N, R26 E, BLOCK 005, Lot 006, LT 6 BLK 5 FRITZ SUB 2ND

C00343C $8,368.95 5.395 14
WALKER, LINDA K
FRITZ SUBD, S23, T01 N, R26 E, BLOCK 005, Lot 007, LT 7 BLK 5 FRITZ SUB 2ND

C00343D $8,368.95 5.395 14
WEBBER, ROBERT CLARK & CYNTHIA LOU
FRITZ SUBD, S23, T01 N, R26 E, BLOCK 005, Lot 008, LT 8 BLK 5 FRITZ SUB

2: DISPOSITION OF COLLECTION. All monies collected from the assessment shall be paid into a special improvement district or project Fund. Assessments become delinquent based on the semi-annual due dates of real property taxes, currently December 1 and June 1 of each year.

3: NOTICE AND HEARING. On Monday, September 12, 2011 at 6:30 p.m., or as soon thereafter as the matter was considered on the agenda of the City Council at a regular meeting held in the Council Chambers of the Police Facility, 220 N. 27th St., Billings, Montana, the City Council held a public hearing to hear comments and/or objections to the adoption of this resolution. The City Clerk published notice of the public hearing twice with at least six (6) days separating each publication in a newspaper of general paid circulation with a periodicals mailing permit. The final publication was made at least 10 days prior to the public hearing per MCA 7-12-4177.

SECTION 4: EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED this 12th day of September, 2011.

CITY OF BILLINGS:

BY:_____
Thomas W. Hanel, Mayor

ATTEST:

BY:_____
Cari Martin, City Clerk

Regular City Council Meeting
Meeting Date: 09/12/2011
TITLE: Public Hearing Respread SID 1389
PRESENTED BY: Patrick M. Weber, Financial Services Director
Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

The assessment for SID 1389 (Clubhouse Way) has been completed by the Finance Division and is ready to spread on the tax rolls. SID 1389 was originally spread based on estimated or bond cost and is now being re-spread based on the completed construction cost. This project is for water, sewer, storm drain, and street improvements for the portion of Clubhouse Way between Greenbriar Rd and Cherry Hills Rd.

ALTERNATIVES ANALYZED

The Council must hold a public hearing and then may:

- Approve the resolution; or
- Not approve the resolution, the property owners will not be assessed, and the General Fund will be responsible for paying for the improvements.

FINANCIAL IMPACT

The costs associated with SID 1389 are assessed per lot. The net effective interest rate is 6.0%. Under the State statute 7-12-4189, the City is required to add ½ of 1% for a total rate of 6.50%. The ½ of 1% will be used as additional security on bond issues, as stated in the final bond resolution. Interest earnings and prior collections are subtracted from the final construction cost and allocated to the appropriate properties. Any remaining fund balances are used to call bonds.

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and pass the proposed resolution on September 12, 2011.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution Respread 1389

Attachment A

RESOLUTION 11 _____

A RESOLUTION RELEVYING AND REASSESSING A SPECIAL ASSESSMENT TAX UPON ALL BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR PROJECT KNOWN AS 1389, IN THE CITY OF BILLINGS, MONTANA.

WHEREAS, the City created a special improvement district or project known as 1389 and;

WHEREAS, it is necessary to relevy and reassess a special assessment tax upon each benefited property in the district or project area to defray the cost and expenses of said district or project. The original assessment was calculated on the bond sale cost. After construction was completed, the City adjusted the assessment by using the project cost; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, Montana as follows:

1: RELEVY AND REASSESSMENT. That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 1389 of the City of Billings, Montana, there is hereby relevied and reassessed upon each lot or parcel of land described below, owned by persons respectively indicated, a special assessment tax payable in semi-annual installments with interest. Each lot and parcel assessed and the owner thereof is hereinafter described:

Tax Code /Owner Name /Legal Description	Assessment Amount	Interest Rate	Years Assessed
A22179 SCHNEITER ENTERPRISES LAKE HILLS SUBD 16TH FILING, S16, T01 N, R26 E, BLOCK 015, Lot 002, LT 2 BL	$30,340.66	6.500	14
A22183 HAYES, DAVID J & JEAN D LAKE HILLS SUBD 16TH FILING, S16, T01 N, R26 E, BLOCK 015, Lot 006, LT 6 BL	$30,340.66	6.500	14
A22184 CARLSON, RONALD E LAKE HILLS SUBD 16TH FILING, S16, T01 N, R26 E, BLOCK 015, Lot 007, LT 7 BL	$30,340.66	6.500	14

A22199 $4,070.30 6.500 14
PARKER, ROBERT J
LAKE HILLS SUBD 16TH FILING, S16, T01 N, R26 E, BLOCK 016, Lot 006, LT 6 BL

A22201 $4,070.30 6.500 14
BALAYAN, SARKIS
LAKE HILLS SUBD 16TH FILING, S16, T01 N, R26 E, BLOCK 016, Lot 008, LT 8 BL

A22205 $30,340.66 6.500 14
SCHNEITER ENTERPRISES
LAKE HILLS SUBD 16TH FILING, S16, T01 N, R26 E, BLOCK 016, Lot 017, LT 17 B

A22206 $30,340.66 6.500 14
SECORD, ARNOLD F
LAKE HILLS SUBD 16TH FILING, S16, T01 N, R26 E, BLOCK 016, Lot 018, LT 18 B

A22228 $4,070.30 6.500 14
SCHNEITER ENTERPRISES
LAKE HILLS SUBD 16TH FILING, S16, T01 N, R26 E, BLOCK 017, Lot 010, LT 10 B

A22234 $4,070.30 6.500 14
VELMA A WEBER REVOCABLE LIVING TRUS
LAKE HILLS SUBD 15TH FILING 111, S16, T01 N, R26 E, BL

2: DISPOSITION OF COLLECTION. All monies collected from the assessment shall be paid into a special improvement district or project Fund. Assessments become delinquent based on the semi-annual due dates of real property taxes, currently December 1 and June 1 of each year.

3: NOTICE AND HEARING. On Monday, September 12, 2011 at 6:30 p.m., or as soon thereafter as the matter was considered on the agenda of the City Council at a regular meeting held in the Council Chambers of the Police Facility, 220 N. 27th St., Billings, Montana, the City Council held a public hearing to hear comments and/or objections to the adoption of this resolution. The City Clerk published notice of the public hearing twice with at least six (6) days separating each publication in a newspaper of general paid circulation with a periodicals mailing permit. The final publication was made at least 10 days prior to the public hearing per MCA 7-12-4177.

SECTION 4: EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED this 12th day of September, 2011.

CITY OF BILLINGS:

BY:_____
Thomas W. Hanel, Mayor

ATTEST:

BY:_____
Cari Martin, City Clerk

Regular City Council Meeting
Meeting Date: 09/12/2011
TITLE: Public Hearing Respread SID 1383
PRESENTED BY: Patrick M. Weber, Financial Services Director
Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

The assessment for SID 1383 (Cherry Hills Road) has been completed by the Finance Division and is ready to spread on the tax rolls. SID 1383 was originally spread based on estimated or bond cost and is now being re-spread based on the completed construction cost. This project is for water, sewer, storm drain and street improvements between Cherry Hills Rd and Annadale Rd and east of Clubhouse Way.

ALTERNATIVES ANALYZED

The Council must hold a public hearing and then may:

- Approve the resolution; or
- Not approve the resolution, the property owners will not be assessed, and the General Fund will be responsible for paying for the improvements.

FINANCIAL IMPACT

The costs associated with SID 1383 are assessed per lot. The net effective interest rate is 5.10%. Under the State statute 7-12-4189, the City is required to add ½ of 1% for a total rate of 5.60%. The ½ of 1% will be used as additional security on bond issues, as stated in the final bond resolution. Interest earnings and prior collections are subtracted from the final construction cost and allocated to the appropriate properties. Any remaining fund balances are used to call bonds.

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and pass the proposed resolution on September 12, 2011.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution Respread 1383

Attachment A

RESOLUTION 11 _____

A RESOLUTION RELEVYING AND REASSESSING A SPECIAL ASSESSMENT TAX UPON ALL BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR PROJECT KNOWN AS 1383, IN THE CITY OF BILLINGS, MONTANA.

WHEREAS, the City created a special improvement district or project known as 1383 and;

WHEREAS, it is necessary to relevy and reassess a special assessment tax upon each benefited property in the district or project area to defray the cost and expenses of said district or project. The original assessment was calculated on the bond sale cost. After construction was completed, the City adjusted the assessment by using the project cost; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, Montana as follows:

1: RELEVY AND REASSESSMENT. That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 1383 of the City of Billings, Montana, there is hereby relevied and reassessed upon each lot or parcel of land described below, owned by persons respectively indicated, a special assessment tax payable in semi-annual installments with interest. Each lot and parcel assessed and the owner thereof is hereinafter described:

Tax Code /Owner Name /Legal Description	Assessment Amount	Interest Rate	Years Assessed
A22568 QUADE & FASBENDER LAKE HILLS SUBD 13TH FILING, S16, T01 N, R26 E, BLOCK 045, Lot 012, LT 12 B	$21,096.67	5.600	12
A22570 KAERCHER, JAMES L LAKE HILLS SUBD 13TH FILING, S16, T01 N, R26 E, BLOCK 045, Lot 014, LT 14 B	$21,096.67	5.600	12
A22575 QUADE, GARTH W & JILL A & LAKE HILLS SUBD 14TH FILING, S16, T01 N, R26 E, BLOCK 045, Lot 018, LT 18 B	$21,096.67	5.600	12
A22579 CANFIELD, CRAIG C & JUNE E	$21,096.67	5.600	12

LAKE HILLS SUBD 14TH FILING, S16, T01 N, R26 E, BLOCK 045, Lot 022, LT 22 B

A22581 $21,096.67 5.600 12
SCHNEITER ENTERPRISES
LAKE HILLS SUBD 14TH FILING, S16, T01 N, R26 E, BLOCK 045, Lot 024, LT 24 B

A22587 $21,096.67 5.600 12
MARGARETTA W KINMAN TRUST 1999
LAKE HILLS SUBD 14TH FILING, S16, T01 N, R26 E, BLOCK 046, Lot 003, LT 3 BL

2: DISPOSITION OF COLLECTION. All monies collected from the assessment shall be paid into a special improvement district or project Fund. Assessments become delinquent based on the semi-annual due dates of real property taxes, currently December 1 and June 1 of each year.

3: NOTICE AND HEARING. On Monday, September 12, 2011 at 6:30 p.m., or as soon thereafter as the matter was considered on the agenda of the City Council at a regular meeting held in the Council Chambers of the Police Facility, 220 N. 27th St., Billings, Montana, the City Council held a public hearing to hear comments and/or objections to the adoption of this resolution. The City Clerk published notice of the public hearing twice with at least six (6) days separating each publication in a newspaper of general paid circulation with a periodicals mailing permit. The final publication was made at least 10 days prior to the public hearing per MCA 7-12-4177.

SECTION 4: EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED this 12th day of September, 2011.

CITY OF BILLINGS:

BY:_____
Thomas W. Hanel, Mayor

ATTEST:

BY:_____
Cari Martin, City Clerk

Consent 8.

Regular City Council Meeting
Meeting Date: 09/12/2011
TITLE: Fixing the form and detail for a Bond Anticpation Note for SID 1392
PRESENTED BY: Patrick M Weber
Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

The City has been approved for a bond anticipation note (BAN) from US Bank for the construction of Yellowstone Family Park SID 1392. Issuing a bond anticipation note will allow PRPL to proceed with constructing this project. The BAN is a variable rate loan which allows the City to do progess draws which will keep the interest cost to a minimum.

ALTERNATIVES ANALYZED

The Council may:

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

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends that the City Council approve the attached SID 1392 bond anticipation note resolution.

APPROVED BY CITY ADMINISTRATOR

Attachments

BAN Resolution

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of a Resolution No. _____ entitled: "RESOLUTION RELATING TO $1,058,250 SPECIAL IMPROVEMENT DISTRICT NO. 1392 BOND ANTICIPATION NOTES, SERIES 2011; FIXING THE FORM AND DETAILS AND PROVIDING FOR THE EXECUTION AND DELIVERY THEREOF AND SECURITY THEREFOR" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a regular meeting on September 12, 2011, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

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

WITNESS my hand and seal officially this 12th day of September, 2011.

(SEAL)

_____
City Clerk

RESOLUTION NO. ____

RESOLUTION RELATING TO $1,058,250 SPECIAL IMPROVEMENT DISTRICT NO. 1392 BOND ANTICIPATION NOTES, SERIES 2011; FIXING THE FORM AND DETAILS AND PROVIDING FOR THE EXECUTION AND DELIVERY THEREOF AND SECURITY THEREFOR

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

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

1.01. Resolution of Intention. By Resolution No. 11-19042, duly adopted by the Council on March 28, 2011 (the "Resolution of Intention"), this Council declared its intention to create Special Improvement District No. 1392 (the "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"). The Resolution of Intention designated the number of the District, described the boundaries thereof, stated whether the District was an extended district and stated the general character of the Improvements and an approximate estimate of the costs thereof, in accordance with the provisions of Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended (the "Act"). By the Resolution of Intention, this Council also declared its intention to cause the cost and expense of making the Improvements specially benefiting the District to be assessed against the properties included within the boundaries thereof in accordance with one or more methods of assessment authorized in Sections 7-12-4161 to 7-12-4165 of the Act and as set forth in the Resolution of Intention.

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

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

Intention as being on file in the office of the City Clerk for a description of the boundaries of the District, all in accordance with the provisions of the Resolution of Intention, and included a statement that, subject to the limitations of Section 7-12-4222 of the Act, the general fund of the City may be used to provide loans to the Revolving Fund or a general tax levy may be imposed on all taxable property in the City to meet the financial requirements of the Revolving Fund.

1.03. Creation of District. At the time and place specified in the notice hereinabove described, this Council met to hear, consider and pass upon all protests made against the making of the Improvements and the creation of the District, and, after consideration thereof, it was determined and declared that insufficient protests against the creation of the District or the proposed work had been filed in the time and manner provided by law by the owners of the property to be assessed for the Improvements in the District, and this Council did therefore by Resolution No. 11-19050, adopted April 25, 2011, create SID No. 1392 in accordance with the Resolution of Intention.

1.04. Costs. It is currently estimated that the costs and expenses connected with and incidental to the formation of the District, including costs of preparation of plans, specifications, maps, profiles, engineering superintendence and inspection, preparation of assessment rolls, expenses of making the assessments, the cost of work and materials under the construction contracts and all other costs and expenses, including the deposit of proceeds in the Revolving Fund, are $1,260,000, as shown in the table below:

Construction Costs	$ 953,252.06
Construction Administration	103,991.13
Administration/Finance Fees (2.5%)	31,500.00
Engineering Fee (3.5%)	44,100.00
SID Revolving Fund (5%)	63,000.00
Bond Discount Fee (2%)	25,200.00
Issuance Costs (3%)	37,800.00
Bank Fees	1,000.00
Rounding Amount	156.81
Total	$1,260,000.00

1.05. Definitive Bonds; Bond Anticipation Notes. By Resolution No. [____], duly adopted by the Council on August 22, 2011 and pursuant to Section 7-12-4204 of the Act, this Council determined that it is in the best interests of the City to sell its Special Improvement District No. 1392 Bonds, Series 2011, in an aggregate principal amount not to exceed $1,260,000 (the "Definitive Bonds") at a private negotiated sale. The sale cannot be accomplished in the timeframe desired to proceed with the construction of the Improvements and the City Finance Director has recommended that the City issue up to $1,058,250 in aggregate principal amount of Special Improvement District No. 1392 Bond Anticipation Notes, Series 2011 (the "Series 2011 Note"), in anticipation of the issuance of the Definitive Bonds.

1.06. Compliance with Constitution and Statutes. All acts, conditions and things required by the Constitution and laws of the State of Montana, including the Act, and the home rule charter of the City in order to make the Series 2011 Note valid and binding special

obligations in accordance with their terms and in accordance with the terms of this Resolution have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required.

Section 2. Sale and Issuance of Series 2011 Note.

2.01. Sale and Authorization of Series 2011 Note. In anticipation of the issuance of the Definitive Bonds, and in order to provide interim financing for the construction of the Improvements, this Council hereby determines that it is necessary and desirable that the City issue the Series 2011 Note in the maximum aggregate principal amount of $1,058,250. U.S. Bank, National Association (the "Purchaser"), has agreed to purchase the Series 2011 Note at a purchase price of $1,058,250 and the City has agreed to pay the Purchaser an initiation fee of $5,290 (0.5% of the maximum principal amount of the Series 2011 Note).

2.02. Authorization. Pursuant to the foregoing authority, the City authorizes the sale of the Series 2011 Note to the Purchaser, subject to the terms set forth in this Resolution.

Section 3. The Series 2011 Note.

3.01. Principal Amount, Maturity, Date. The Series 2011 Note shall be in the maximum principal amount of $1,058,250, payable solely from the Note Account. The Series 2011 Note shall mature eight months from the closing of the sale of the Series 2011 Note to the Purchaser. The Series 2011 Note shall be issued as a fully registered note numbered No. R-1, and shall be dated, as originally issued, and registered as of the date of delivery to the Purchaser.

3.02. Interest Rate, Disbursements. The Series 2011 Note shall bear interest on the principal amount advanced and outstanding at the rate per annum equal to the Variable Rate (as hereinafter defined), as determined from time to time, until paid. Interest shall be payable at maturity or earlier redemption as provided herein to the owner of record of the Series 2011 Note. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

"Variable Rate" means the rate equal to 47% of U.S. Bank's Prime Rate, as it may change from time to time. The Variable Rate includes a liquidity premium which is an internal funding cost component determined by U.S. Bank, in its sole discretion, based upon the current costs of term variable funding in the wholesale market.

To obtain disbursements of principal of the Series 2011 Note, the City shall submit to the Purchaser on any business day via facsimile transmission a signed draw request in the form prescribed by the Purchaser. Disbursements shall be deposited directly to an account of the City maintained by the Purchaser on the same business day as such draw request is received. Upon each disbursement of principal of the Series 2011 Note, the Purchaser shall enter the amount advanced on Schedule A attached thereto under "Advances" and the total amount advanced, including such disbursement, under "Total Amount Advanced."

3.02. Negotiability, Transfer and Registration. The Series 2011 Note shall be fully registered as to both principal and interest, and shall be initially registered in the name of and payable to the Purchaser. The Series 2011 Note shall be negotiable, subject to the provisions for registration and transfer contained in this Section 3.02. No transfer of the Series 2011 Note shall

be valid unless and until (1) the Holder, or a duly authorized attorney or legal representative, has executed the form of assignment appearing on the Series 2011 Note, and (2) the City Finance Director, as Note registrar (the "Registrar"), has duly noted the transfer on the Series 2011 Note and recorded the transfer in the note register. The Registrar may, prior to noting and recording the transfer, require appropriate proof of the transferor's authority and the genuineness of the transferor's signature. All costs of such registration and transfer shall be paid by the City, except that the City may charge the Holder for any tax, fee or other governmental charge imposed upon or with respect to the transfer of the Series 2011 Note. The City shall be entitled to deem and treat the person in whose name the Series 2011 Note is registered as the absolute owner of the Series 2011 Note for all purposes, notwithstanding any notice to the contrary, and all payments to the registered holder shall be valid and effectual to satisfy and discharge the liability upon such Series 2011 Note to the extent of the sum or sums so paid.

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

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

3.04. Optional Redemption. The Series 2011 Note is subject to redemption, in whole or in part, at the option of the City at any time. The redemption price is equal to the principal amount of the Series 2011 Note to be redeemed plus interest accrued thereon to the date of redemption, without premium. The date of redemption shall be fixed by the City Finance Director, who shall give notice by first class mail, postage prepaid, to the owner of record of the Series 2011 Note at its address shown in the note register, of the principal amount to be redeemed and the date on which payment will be made, which date shall not be less than three (3) business days after the date of mailing of notice, on which date so fixed interest shall cease. On the date so fixed, interest on the principal amount so redeemed shall cease to accrue. Amounts prepaid will not be re-loaned by the Purchaser.

Section 4. District Fund. There is hereby created and established the 2011 Special Improvement District No. 1392 Fund (the "District Fund"), which shall be maintained by the City Finance Director on the books and records of the City separate and apart from all other funds of the City. Within the District Fund there shall be a Construction Account and a Note Account.

4.01. Construction Account. There shall be credited to the Construction Account in the District Fund the proceeds of the Series 2011 Note as such proceeds are disbursed pursuant to

Section 3.02. Any earnings on investment of money in the Construction Account shall be retained therein. All costs and expenses of constructing the Improvements and costs incidental thereto shall be paid from time to time as incurred and allowed from the Construction Account in accordance with the provisions of applicable law, and money in the Construction Account shall be used for no other purpose; provided that upon completion of the Improvements and after all claims and expenses with respect to the Improvements have been fully paid and satisfied, any money remaining in said Construction Account shall be transferred to the Note Account as provided in Section 4.02.

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

Section 5. Covenants and Representations. The City covenants that until the Series 2011 Note and interest thereon are fully paid:

5.01. Compliance with the Resolution. The City will hold the District Fund as a trust fund, separate and apart from all of its other funds, and the District, its officers and agents, will comply with all covenants and agreements contained in this Resolution. The provisions hereinabove made with respect to the District Fund are in accordance with the undertaking and agreement of the City made in connection with the sale of the Series 2011 Note as set forth in Section 2.01.

5.02. Construction of Improvements. The City has taken all steps necessary to enforce the provisions of the construction contracts and bonds relating to the Improvements and to ensure the completion of the Improvements in accordance with the plans and specifications and within the time therein provided, and shall pay all costs thereof promptly as incurred and allowed, out of the District Fund. All awards of contracts have complied with the applicable bid and award statutes.

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

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

principal of and interest on the Series 2011 Note. The proceeds of the Definitive Bonds shall be appropriated to the Note Account to the extent required to pay principal of and interest on the Series 2011 Note at maturity.

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

5.06. Financial Statements. The City will furnish to the Purchaser within 330 days after the end of each fiscal year of the City audited financial statements certified by an accountant in a form reasonably acceptable to the Purchaser.

Section 6. Tax Matters.

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

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

6.03. Certification. The Mayor, the City Finance Director and the City Clerk are authorized and directed to execute and deliver to the Purchaser a certificate in accordance with the provisions of Section 148 of the Code and the Regulations, Section 1.148-2(b), stating that on the basis of the facts, estimates and circumstances in existence on the date of issue and delivery of the Series 2011 Note, as such facts, estimates and circumstances are set forth in the certificate, it is expected that the proceeds of such Series 2011 Note will be used in a manner that would not cause the Series 2011 Note to be arbitrage bonds within the meaning of Section 148 of the Code and the Regulations applicable thereto.

6.04 Arbitrage Rebate. The Series 2011 Note is subject to the rebate requirements of Section 148(f) of the Code. The City covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Regulations to preserve the exclusion of interest on such Series 2011 Note from gross income for federal income tax purposes. In

furtherance of the foregoing, the Mayor, the City Finance Director and the City Clerk are hereby authorized and directed to execute a Rebate Certificate implementing the foregoing covenants and agreements, prepared by bond counsel, and the City hereby covenants and agrees to observe and perform the covenants and agreements contained therein, unless amended or terminated in accordance with the provisions thereof.

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

6.06. Qualified Tax-Exempt Obligations. Pursuant to Section 265(b)(3)(B)(ii) of the Code, the City hereby designates the Series 2011 Note as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. The City has not designated any obligations in 2011 under Section 265(b)(3) other than the Series 2011 Note, the Special Improvement District No. 1360 Refunding Bonds, Series 2011, the Pooled Special Improvement District Bonds, Series 2011 (Special Improvement Districts Nos. 1369 and 1391, and the Higher Education Revenue Note (Rocky Mountain College Energy Performance Project), Series 2011. The City hereby represents that it does not anticipate that obligations bearing interest not includable in gross income for purposes of federal income taxation under Section 103 of the Code (including refunding obligations as provided in Section 265(b)(3) of the Code and including "qualified 501(c)(3) bonds" but excluding other "private activity bonds," as defined in Sections 141(a) and 145(a) of the Code) will be issued by or on behalf of the City and all "subordinate entities" of the City in 2011 in an amount greater than $10,000,000.

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

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

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

Passed and adopted by the City Council of the City of Billings, Montana, this 12th day of September, 2011.

_____
Mayor

Attest: _____
City Clerk

EXHIBIT A

[Form of Series 2011 Note]

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF YELLOWSTONE

CITY OF BILLINGS

SPECIAL IMPROVEMENT DISTRICT NO. 1392
BOND ANTICIPATION NOTE, SERIES 2011

No. R-1 $1,058,250.00

Rate	Maturity Date	Date of Original Issue
Variable	[____], 2012	[____], 2011

REGISTERED OWNER: U.S. BANK NATIONAL ASSOCIATION

PRINCIPAL AMOUNT: ONE MILLION FIFTY EIGHT THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS

FOR VALUE RECEIVED, THE CITY OF BILLINGS (the "City"), a duly organized municipal corporation of the State of Montana, acknowledges itself to be specially indebted and hereby promises to pay to the registered owner identified above, or registered assigns, but solely out of the Note Account (the "Note Account") in its 2011 Special Improvement District No. 1392 Fund (the "District Fund"), the principal amount equal to the sum of the amounts entered on Schedule A hereto under "Total Amount Advanced" on the maturity date specified above, with interest on such amount as advanced hereunder, at the Variable Rate (as hereinafter defined), until paid or redeemed. Upon presentation and surrender hereof at the office of the City Finance Director in Billings, Montana, the interest hereon and the principal hereof are payable in lawful money of the United States of America to the registered owner of this Note as it appears in the note register of the City. Interest shall be payable to the owner of record of this Note as such appear on the note register. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

"Variable Rate" means the rate equal to 47% of U.S. Bank's Prime Rate, as it may change from time to time. The Variable Rate includes a liquidity premium which is an internal funding cost component determined by U.S. Bank, in its sole discretion, based upon the current costs of term variable funding in the wholesale market.

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

This Note is issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended (the "Act") and Resolution No. [_____], adopted by the City Council of the City on September 12, 2011 (as such may be amended or supplemented, the "Resolution"), in anticipation of the issuance by the City of its Special Improvement District No. 1392 Bond, Series 2011 (the "Definitive Bonds"), under the Act, to 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"). Capitalized terms used herein but not otherwise defined shall have the respective meanings given such terms in the Resolution.

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

This Note has been designated by the City as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

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

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

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all things required to be done precedent to the issuance of this Note have been properly done, happened and been performed in the manner prescribed by the laws of the State of Montana and the resolutions and ordinances of the City of Billings, Montana, relating to the issuance thereof; that the City in the Resolution has covenanted and agreed that at or prior to the stated maturity of this Note it will use its best efforts to sell and issue Definitive Bonds in an aggregate principal amount sufficient to provide the amount needed, together with any other money on deposit in the Note Account, to pay in full the outstanding principal of and interest on this Note at the stated

maturity hereof; that all provisions for the security of the registered owner of this Note set forth in the Resolution will be punctually and faithfully performed as therein stipulated; and that the issuance of this Note does not cause the general or special indebtedness of the City to exceed any constitutional or statutory limitation of indebtedness.

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

CITY OF BILLINGS, MONTANA

_____
Mayor

_____
City Finance Director

(Seal)

_____
City Clerk

PROVISIONS FOR REGISTRATION OF TRANSFER AND EXCHANGE

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

REGISTER

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

Date of Registration	Name and Address of Registered Holder	Finance Director
[____], 2011	U.S. Bank, National Association **[address]**	

NO WRITING HEREON EXCEPT BY CITY FINANCE DIRECTOR
AS REGISTRAR

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

Date of Transfer	Registered Assign	Signature of Finance Director

SCHEDULE A

SCHEDULE OF AMOUNTS ADVANCED

Date	Advances	Total Amount Advanced	Notation Made By

Regular City Council Meeting

Meeting Date: 09/12/2011

TITLE: Fixing the form and detail of Pooled Special Improvement District Bonds Series 2011

PRESENTED BY: Patrick M. Weber

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

The City has been working with Piper Jaffray on the bond sale for Special Improvement Districts 1369 and 1391. A bond purchase agreement between the City of Billings and Piper Jaffray was signed on August 31. This resolution outlines the form and detail for the bonds for SIDs 1369 and 1391.

ALTERNATIVES ANALYZED

This is the final step of the bond sale. The terms of the sale and bonds were agreed upon with the bond purchase agreement. This resolution provides further detail of that agreement. Once council approves this resolution, the closing will take place on October 4 and the funds will be disbursed to the projects.

FINANCIAL IMPACT

The term of the bonds are 15 years with a true interest rate of 5.3%.

RECOMMENDATION

Staff recommends that the City Council approve the attached resolution.

APPROVED BY CITY ADMINISTRATOR

Attachments

Bond Resolution

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of a Resolution No. _____ entitled: "RESOLUTION RELATING TO $715,000 POOLED SPECIAL IMPROVEMENT DISTRICT BONDS, SERIES 2011 (SPECIAL IMPROVEMENT DISTRICT NOS. 1369 AND 1391); FIXING THE FORM AND DETAILS AND PROVIDING FOR THE EXECUTION AND DELIVERY THEREOF AND SECURITY THEREFOR" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a regular meeting on September 12, 2011, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

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

WITNESS my hand and seal officially this 12th day of September, 2011.

(SEAL)

_____
City Clerk

RESOLUTION NO. _____

RESOLUTION RELATING TO $715,000 POOLED SPECIAL IMPROVEMENT DISTRICT BONDS, SERIES 2011 (SPECIAL IMPROVEMENT DISTRICT NOS. 1369 AND 1391); FIXING THE FORM AND DETAILS AND PROVIDING FOR THE EXECUTION AND DELIVERY THEREOF AND SECURITY THEREFOR

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

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

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

In each Resolution of Intention, this Council stated its intention to issue special improvement district bonds (the "Bonds") drawn against the Districts to pay a portion of the costs of the Improvements and costs of issuance of the Bonds. This Council further found that it is in the public interest, and in the best interest of the City and the Districts, to secure payment of principal of and interest on the Bonds by the Special Improvement District Revolving Fund of the City (the "Revolving Fund"), on the basis of factors required to be considered under Section 7-12-4225 of the Act. Those findings are hereby ratified and confirmed.

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

of assessment of such costs against properties in each District, specified the time when and the place where the Council would hear and pass upon all protests made against the making of the Improvements or the creation or extension of such District, and referred to the appropriate Resolutions of Intention as being on file in the office of the City Clerk for a description of the boundaries of the District, all in accordance with the provisions of each Resolution of Intention, and included a statement that, subject to the limitations of Section 7-12-4222 of the Act, the general fund of the City may be used to provide loans to the Revolving Fund or a general tax levy may be imposed on all taxable property in the City to meet the financial requirements of the Revolving Fund. In each Resolution of Intention, the Council also declared its intention to reimburse the City for costs paid before issuance of the Bonds, as required by Section 1.150-2 of the Income Tax Regulations promulgated under the Internal Revenue Code.

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

1.04. Construction Contracts. The City will cause or has caused to be constructed certain Improvements as described in the Resolutions of Intention. Plans, specifications, maps, profiles and surveys for construction of the Improvements to be constructed to benefit each District were prepared by the engineers acting for the City or by City engineers, and were thereupon examined and approved by this Council. Advertisements for bids for construction of the Improvements were published in the official newspaper of the City in accordance with the provisions of Montana Code Annotated, Section 7-12-4141, after which the bids theretofore received were opened and examined. After referring the bids to the engineers for the City it was determined that the lowest regular proposals for the furnishing of all work and materials required for constructing the Improvements in accordance with the approved plans and specifications were the following:

SID No. 1369:

Work	Bidder	Contract Price
The general character of the Improvements is curb and gutter, sidewalk, sanitary sewer mains, sanitary sewer services, water services, storm drain and necessary street improvements.	HL Ostermiller	$882,956.90

SID No. 1391:

Work	Bidder	Contract Price

The general character of the Improvements include the construction of curb and gutter, storm drain and street improvements.	J&J Concrete	$124,784.00

Contracts for the construction of the Improvements were therefore awarded to said bidders, subject to the right of owners of property liable to be assessed for the costs thereof to elect to take the work and enter into written contracts therefor in the manner provided by Montana Code Annotated, Section 7-12-4147, whereupon the City and the successful bidders entered into written contracts for construction of the Improvements upon the bidders having executed and filed bonds satisfactory to this Council and in the form and manner provided by Montana Code Annotated, Title 18, Chapter 2, Part 2, as amended.

1.05. Costs. It is currently estimated that the costs and expenses to be assessed against properties within the Districts benefited by the Improvements, including costs of preparation of plans, specifications, maps, profiles, engineering superintendence and inspection, preparation of assessment rolls, expenses of making the assessments, the cost of work and materials under the construction contracts and all other costs and expenses, including costs of issuance of the Bonds and the deposit of proceeds in the Revolving Fund, are $35,750.00, of which $30,438.54 is attributable to SID No. 1369 and $5,311.46 is attributable to SID No. 1391. After deducting amounts contributed by the City for the Improvements and prepayments by property owners in the Districts, the aggregate principal amount required to finance the construction of the Improvements is $715,000, of which $608,773.22 shall be allocated to SID No. 1369 and $106,226.78 shall be allocated to SID No. 1391, as shown in the table below.

	SID 1369	**SID 1391**	**TOTAL**
Project Costs	$1,177,956.60	$149,376.87	1,327,333.47
Engineering	21,157.98	3,692.02	24,850.00
Costs of Issuance	37,381.94	6,523.06	43,905.00
City Finance Fee	15,112.84	2,637.16	17,750.00
Revolving Fund Deposit	30,438.54	5,311.46	35,750.00
Rounding	817.42	142.64	960.06
Total Project Costs	$1,282,865.32	$167,683.21	$1,450,548.53
Less City Contribution	(419,804.17)	(39,131.35)	(458,935.52)
Less Prepayments	(259,230.60)	(23,187.76)	(282,418.36)
Plus Original Issue Discount	4,942.67	862.68	5,805.35
Total Financed	$608,773.22	$106,226.78	$715,000.00

Such amounts will be levied and assessed upon the assessable real property within the respective Districts on the bases described in the Resolutions of Intention. This Council has jurisdiction and is required by law to levy and assess such amounts, to collect such special assessments and credit the same to the special improvement district funds created for each District, which funds are to be maintained on the official books and records of the City separate from all other City funds, within the 2011 Pooled Special Improvement District Sinking Fund

(the "Sinking Fund") for the payment of principal and interest when due on the Bonds herein authorized.

1.06. Sale and Issuance of Bonds. For the purpose of financing a portion of the costs and expenses of making the Improvements, which are to be assessed against the property within each District as provided in the Resolutions of Intention, this Council, pursuant to Resolution No. 11-19061, adopted June 13, 2011, determined that it would be in the best interests of the City to sell the Bonds in a pooled single offering at a negotiated sale to Piper Jaffray & Co., of Helena, Montana and Denver, Colorado (the "Purchaser") subject to the following limitations and conditions: (1) the aggregate principal amount of the Bonds shall not exceed $1,446,000; (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, 2026; (4) the Bonds shall be payable from special assessments to be levied against property in the Districts; and (5) the Bonds shall be callable from the prepayment of special assessments. Subsequent thereto, it was determined that the principal amount of the Bonds to be issued should be $715,000. This Council authorized the City to enter into a bond purchase agreement (the "Bond Purchase Agreement") with the Purchaser, dated August 30, 2011, pursuant to which the Purchaser agreed to purchase from the City the Bonds at a purchase price of $697,039.65 (representing the stated principal amount of the Bonds, less net original issue discount of $5,805.35 and underwriter's discount of $12,155.00), at the rates of interest set forth in Section 2.01 hereof and upon the further terms set forth in this Resolution. In the event of any discrepancy between the Bond Purchase Agreement and this Resolution, this Resolution shall control.

1.07. Official Statement. The Preliminary Official Statement relating to the Bonds, dated August 19, 2011, is hereby approved and the determination of the City Finance Director that the Preliminary Official Statement has been deemed final for purposes of SEC Rule 15c2-12(b)(1) is hereby ratified and confirmed. The Official Statement relating to the Bonds, to be dated the date hereof, and substantially in the form of the Preliminary Official Statement with such changes therein as the City Finance Director may approve, is hereby approved. The City Finance Director is hereby authorized and directed to execute such certificates as may be appropriate concerning the accuracy, completeness and sufficiency of the Official Statement.

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

Section 2. The Bonds.

2.01. Principal Amount, Maturities, Denominations, Date, Interest Rates. For the purpose of paying the costs and expenses incurred in construction of the Improvements, and in anticipation of the collection of special assessments to be levied therefor, and in accordance with the proposal described in Section 1.06, the City shall forthwith issue and deliver to the Purchaser the Bonds, denominated "Pooled Special Improvement District Bonds, Series 2011 (Special Improvement District Nos. 1369 and 1391)," in the aggregate principal amount of $715,000, payable solely from the Sinking Fund. The Bonds shall be dated, as originally issued, and be registered as of October 4, 2011, shall each be in the denomination of $5,000 each or any integral

multiple thereof of single maturities, shall mature on July 1 in the years and principal amounts set forth below, and Bonds maturing in such years and principal amounts shall bear interest from the date of original registration until paid or duly called for redemption (including mandatory sinking fund redemption as to the Term Bonds maturing in 2016, 2021 and 2026) at the rates per annum set forth opposite such years and amounts, respectively:

Year	Principal Amount	Interest Rate
2016*	$185,000	3.125%
2021*	225,000	4.625
2026*	305,000	5.500

*Term Bonds subject to mandatory sinking fund redemption as set forth in Section 2.07 below.

Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

2.02. Interest Payment Dates. Interest on the Bonds shall be payable on each January 1 and July 1, commencing January 1, 2012, to the owners of record thereof as such appear on the bond register at the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day. Upon the original delivery of the Bonds to the Purchaser and upon each subsequent transfer or exchange of a Bond pursuant to Section 2.04, the Registrar shall date each Bond as of the date of its authentication.

2.03. Method of Payment. The Bonds shall be issued only in fully registered form. The interest on and, upon surrender thereof at the principal office of the Registrar (as hereinafter defined), the principal of each Bond, shall be payable by check or draft drawn on the Registrar.

2.04. Registration. The City shall appoint, and shall maintain, a bond registrar, transfer agent and paying agent for the Bonds (the "Registrar"). This Section 2.04 shall establish a system of registration for the Bonds as defined in the Model Public Obligations Registration Act of Montana.

The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:

(a) Bond Register. The Registrar shall keep at its principal office a bond register in which the Registrar shall provide for the registration of ownership of the Bonds and the registration of transfers and exchanges of the Bonds entitled to be registered, transferred or exchanged.

(b) Transfer. Upon surrender to the Registrar for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing and guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, the Registrar shall authenticate and deliver, in the name of the designated

transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer of any Bond or portion thereof selected or called for redemption.

(c) Exchange. Whenever any Bond is surrendered by the registered owner for exchange, the Registrar shall authenticate and deliver one or more new Bonds of a like aggregate principal amount, interest rate and maturity, as requested by the registered owner or the owner's attorney duly authorized in writing.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name any Bond is at any time registered on the bond register as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability of the City upon such Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. For every transfer of Bonds or exchange of Bonds (except for an exchange upon the partial redemption of a Bond), the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that such Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the City and the Registrar shall be named as obligees. All Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the City. If the mutilated, destroyed, stolen or lost Bond has already

matured or such Bond has been called for redemption in accordance with its terms, it shall not be necessary to issue a new Bond prior to payment.

2.05. Initial Registrar. The City hereby appoints U.S. Bank National Association, of Seattle, Washington, as the initial Registrar for the Bonds. The City reserves the right to appoint a successor Registrar, and the City agrees to pay the reasonable and customary charges of the Registrar for the services performed. Upon merger or consolidation of a bank or trust company that is acting as the Registrar, if the resulting corporation is a bank or trust company authorized by law to conduct such business, such corporation shall be authorized to act as successor Registrar. The City reserves the right to remove any Registrar upon 30 days notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Bonds in its possession as Registrar to the successor Registrar and shall deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Council, the City Finance Director shall transmit to the Registrar, solely from money in the Sinking Fund available therefor, moneys sufficient for the payment of all principal, premium, if any, and interest then due on the Bonds.

2.06. Redemption.

(a) Mandatory Redemption. If on any interest payment date there will be a balance in the Sinking Fund after payment of the principal and interest due on all Bonds drawn against it, either from the prepayment of special assessments levied in the Districts or from the transfer of surplus money from the Construction Subaccounts to the Principal Subaccounts as provided in Section 3.02 or otherwise, the City Finance Director shall call for redemption on the interest payment date outstanding Bonds, or portions thereof, in an amount which, together with the interest thereon to the interest payment date, will equal the amount of such funds on deposit in the Sinking Fund on that date. The redemption price shall equal the amount of the principal amount of the Bonds to be redeemed plus interest accrued to the date of redemption.

(b) Optional Redemption. The Bonds are subject to redemption, in whole or in part, at the option of the City from sources of funds available therefor other than those described in Subsection (a) of this Section 2.06 on any interest payment date. The Bonds with stated maturities on or after July 1, 2022 will be subject to redemption on July 1, 2021, and any date thereafter, at the option of the City, in whole or in part, at a redemption price equal to the principal amount thereof to be redeemed plus interest accrued to the redemption date, without premium.

(c) Selection of Bonds for Redemption. If less than all of the Bonds are to be redeemed, Bonds shall be redeemed in order of the stated maturities thereof. If less than all Bonds of a stated maturity are to be redeemed, the Bonds of such maturity shall be selected for redemption in $5,000 principal amounts selected by the Registrar by lot or other manner it deems fair.

(d) Notice and Effect of Redemption. The date of redemption and the principal amount of the Bonds shall be fixed by the City Finance Director, who shall give notice thereof to the Registrar 45 days prior to the date set for redemption in order for the Registrar to give notice, by first class mail, postage prepaid, or by other means required by the securities depository, to the owner or owners of such Bonds at their addresses appearing on the bond register, of the numbers

of the Bonds or portions thereof to be redeemed and the date on which payment will be made, which date shall be not less than 30 days after the date of mailing notice. On the date so fixed interest on the Bonds or portions thereof so redeemed shall cease.

2.07. Mandatory Sinking Fund Redemption. The Bonds having stated maturities in 2016, 2021 and 2026 (the "Term Bonds") are subject to mandatory sinking fund redemption on July 1 in the respective years and the respective principal amounts set forth below, at a redemption price equal to the principal amount thereof to be redeemed plus interest accrued to the redemption date:

2016 Term Bond		2021 Term Bond	
Year	Amount	Year	Amount
2012	$30,000	2017	$40,000
2013	$35,000	2018	$40,000
2014	$40,000	2019	$45,000
2015	$40,000	2020	$45,000
2016*	$40,000	2021*	$55,000

2026 Term Bond	
Year	Amount
2022	$55,000
2023	$60,000
2024	$60,000
2025	$65,000
2026*	$65,000

*Final Maturity

If the Bonds with stated maturities in 2016, 2021and 2026 are not previously purchased by the City in the open market or prepaid, $40,000, $55,000 and $65,000 in principal amount of such Bonds would remain to mature in 2016, 2021 and 2026, respectively. The principal amount of the Term Bonds required to be redeemed on the above mandatory sinking fund redemption dates shall be reduced by the principal amount of such bond theretofore redeemed at the option of the City and as to which the City has not previously applied amounts to reduce the principal amount of such bond on a mandatory sinking fund redemption date.

2.08. Form. The Bonds shall be drawn in substantially the form set forth in Exhibit A hereto, and by this reference made a part hereof, with such modifications as are permitted by the Act.

2.09. Execution, Registration and Delivery. The Bonds shall be prepared under the direction of the City Finance Director and shall be executed on behalf of the City by the signatures of the Mayor, the City Finance Director and the City Clerk and sealed with the official seal of the City; provided that the seal and all signatures may be printed, engraved or

lithographed facsimiles of the originals. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. The certificate of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so executed, authenticated and registered, they shall be delivered by the Registrar to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed.

2.10. Application of Proceeds. From the proceeds of the Bonds the City Finance Director shall credit forthwith $30,438.54 for SID No. 1369 and $5,311.46 for SID No. 1391 to the Revolving Fund, as required by Section 7-12-4169(2) of the Act and the balance of such proceeds to the Construction Subaccount in the respective District Accounts, in proportion to the principal amounts of the Bonds allocable to each of the Districts, as set forth in Section 1.05, to be used solely for the purposes described in Section 3.02.

2.11. Securities Depository for the Bonds.

(a) For purposes of this Section 2.11, the following terms shall have the following meanings:

> "Beneficial Owner" shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such person's subrogee.
>
> "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.
>
> "DTC" shall mean The Depository Trust Company of New York, New York.
>
> "Participant" shall mean any broker-dealer, bank or other financial institution for which DTC holds the Bonds as securities depository.
>
> "Representation Letter" shall mean the Blanket Issuer Letter of Representations from the City to DTC, attached to this resolution as Exhibit B (which is hereby incorporated by reference and made a part hereof.

(b) The Bonds shall be initially issued as separately authenticated fully registered Bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered on the bond register in the name of Cede & Co., as nominee of DTC. The Registrar and the City may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be

redeemed, if any, giving any notice permitted or required to be given to registered owners of Bonds under this Resolution, registering the transfer of Bonds, and for all other purposes whatsoever; and neither the Registrar nor the City shall be affected by any notice to the contrary. Neither the Registrar nor the City shall have any responsibility or obligation to any Participant, any Person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other Person which is not shown on the bond register as being a registered owner of any Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds under this Resolution, with respect to the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by DTC as registered owner of the Bonds. So long as any Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. No Person other than DTC shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the City to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event the City determines to discontinue the book entry only registration system, the City may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Bonds in the form of certificates. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) The Representation Letter sets forth certain matters with respect to, among other things, notices, consents and approvals by registered owners of the Bonds and Beneficial Owners and payments on the Bonds. The Registrar shall have the same rights with respect to its actions thereunder as it has with respect to its actions under this Resolution.

(e) In the event that any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this resolution. In the event Bonds in the form of certificates are issued to owners other than Cede & Co., its successor as nominee for DTC as owner of all the Bonds, or another securities depository as owner of all the Bonds, the provisions of this Resolution shall also apply to all matters relating thereto, including, without limitation, the printing of such Bonds in the form of Bond certificates and the method of payment of principal of and interest on such Bonds in the form of Bond certificates.

Section 3. Sinking Fund; Assessments.

3.01. Sinking Fund. There is hereby created and established the Sinking Fund designated as the "2011 Pooled Special Improvement District Sinking Fund," which shall be maintained by the City Finance Director on the books and records of the City separate and apart from all other funds of the City. Within the Sinking Fund there shall be maintained separate accounts for each of SID No. 1369 and SID No. 1391, designated accordingly (collectively, the "District Accounts"). Within each District Account there shall be maintained three separate subaccounts, designated as the "Construction Subaccount," the "Principal Subaccount" and the "Interest Subaccount," respectively.

3.02. Construction Subaccounts. There shall be credited to the Construction Subaccount in each District Account the proceeds of the sale of the Bonds attributable to the respective District as provided in Section 1.05 (less amounts to be deposited in the Revolving Fund). Any earnings on investment of money in a Construction Subaccount shall be retained therein. All costs and expenses of constructing the Improvements in and for the benefit of a District, including costs of issuance of the Bonds, shall be paid from time to time as incurred and allowed from the Construction Subaccount in the respective District Accounts in accordance with the provisions of applicable law, and money in the Construction Subaccount shall be used for no other purpose; provided that upon completion of the Improvements and after all claims and expenses with respect to the Improvements have been fully paid and satisfied, any money remaining in said Construction Subaccount shall be transferred to the Principal Subaccount in the respective District Accounts and used to redeem Bonds or portions thereof as provided in Section 3.03.

3.03. Principal Subaccounts and Interest Subaccounts. Money in the Principal Subaccounts and the Interest Subaccounts shall be used only for payment of the principal of and interest on the Bonds as such payments become due or to redeem Bonds or portions thereof.

Upon collection of the installment of principal and interest due on November 30 and May 31 of each year on the special assessments to be levied with respect to the Improvements in each of the Districts, the City Finance Director shall credit to the Interest Subaccount in the respective District Accounts so much of said special assessments as is collected as interest payment and the balance thereof to the Principal Subaccount in the respective District Accounts. Any installment of any special assessment paid prior to its due date with interest accrued thereon to the next succeeding interest payment date shall be credited with respect to principal and interest payments in the same manner as other assessments are credited to the District Accounts. All money in the Interest Subaccounts and the Principal Subaccounts shall be used first to pay interest due, and any remaining money shall be used to pay Bonds then due and, if money is available, to redeem Bonds or portions thereof in accordance with Section 2.06; provided that any money transferred to a Principal Subaccount from a Construction Subaccount pursuant to Section 3.02 shall be applied to redeem Bonds to the extent possible on the next interest payment date for which notice of redemption has been properly be given pursuant to Section 2.06. Redemption of Bonds or portions thereof shall be in the order of their stated maturities as provided in Section 2.06, and interest shall be paid from the respective Interest Subaccounts as accrued on such principal amounts to the date of redemption, in accordance with the provisions of Section 7-12-4206 of the Act.

3.04. Loans from Revolving Fund. The Council shall annually or more often if necessary issue an order authorizing a loan or advance from the Revolving Fund to each of the District Accounts in an amount sufficient to make good any deficiency then existing in the Interest Subaccount in the respective District Accounts and issue an order authorizing a loan or advance from the Revolving Fund to each of the District Accounts in an amount sufficient to make good any deficiency then existing in the Principal Subaccount of the respective District Accounts, in each case to the extent that money is available in the Revolving Fund. A deficiency shall be deemed to exist in a Principal Subaccount or an Interest Subaccount in a District Account if the money on deposit therein on any December 15 or June 15 (excluding amounts in the Principal Subaccount representing prepaid special assessments) is less than the amount necessary to pay Bonds due (other than upon redemption), and interest on all Bonds payable, on the next succeeding interest payment date.

Pursuant to Ordinance No. 1096, the City has undertaken and agreed to provide funds for the Revolving Fund by annually levying such tax or making such loan from the general fund of the City, subject to the limitation that no such tax levy or loan may in any year cause the balance in the Revolving Fund to exceed five percent of the principal amount of the City's then outstanding special improvement and sidewalk, curb, gutter and alley approach bonds and warrants secured thereby and subject to the durational limitations specified in the Act. In the event that the balance on hand in the Revolving Fund fifteen days prior to any date when interest is due on special improvement and sidewalk, curb, gutter and alley approach bonds and warrants of the City is not sufficient to make good all deficiencies then existing in the funds for which the City covenants to make loans from the Revolving Fund, the balance on hand in the Revolving Fund shall be allocated to the funds in which such deficiencies then exist in proportion to the amounts of the deficiencies on the respective dates of receipt of such money, until all interest accrued on such special improvement and sidewalk, curb, gutter and alley approach bonds and warrants of the City has been paid and to the extent of amounts available in the Revolving Fund. On any date when all accrued interest on special improvement and sidewalk, curb, gutter and alley approach bonds and warrants of the City payable from funds for which the City has covenanted to make loans from the Revolving Fund has been paid, any balance remaining in the Revolving Fund shall be loaned or advanced to the funds for payment and redemption of bonds and warrants to the extent such funds are deficient for such purpose and, if money in the Revolving Fund is insufficient therefor, pro rata, in an amount proportionate to the amount of such deficiency.

The City hereby determines, covenants and agrees to levy the property tax described in the immediately preceding paragraph to provide funds for the Revolving Fund so long as any Bonds are outstanding to the extent required under the provisions of this Resolution and the Act, even though such property tax levy may, under applicable law or provisions of the home rule charter of the City, require that property tax levies of the City for other purposes be reduced correspondingly.

Section 4. Covenants. The City covenants and agrees with the owners from time to time of each of the Bonds that until all the Bonds and interest thereon are fully paid:

4.01. Compliance with Resolution. The City will hold the Sinking Fund and the Revolving Fund as trust funds, separate and apart from all of its other funds, and the City, its

officers and agents, will comply with all covenants and agreements contained in this Resolution. The provisions hereinabove made with respect to the Sinking Fund and the Revolving Fund are in accordance with the undertaking and agreement of the City made in connection with the public offering of the Bonds and the sale of the Bonds as set forth in Section 1.06.

4.02. Construction of Improvements. The City will do all acts and things necessary to enforce the provisions of the construction contracts and bonds referred to in Section 1.04 and to ensure the completion of the Improvements for the benefit of the Districts in accordance with the plans and specifications and within the time therein provided, and will pay all costs thereof promptly as incurred and allowed, out of the Construction Subaccount in the respective District Accounts and within the amount of the proceeds of the Bonds appropriated thereto, amounts contributed by the City therefor and prepayments by property owners in the Districts.

4.03. Levy of Assessments. The City will do all acts and things necessary for the final and valid levy of special assessments upon all assessable real property within the boundaries of the Districts benefited by the Improvements, in accordance with the Constitution and laws of the State of Montana and the Constitution of the United States, in an aggregate principal amount not less than the following amounts for each of the Districts:

District No.	Principal Amount
1369	$608,773.22
1391	$106,226.78

Such special assessments shall be levied on the basis or bases prescribed in the Resolutions of Intention, and shall be payable in substantially equal semiannual installments of principal and interest over a period of 15 years, at an annual rate equal to the sum of: (i) the average annual interest rate borne by the then-outstanding Bonds, plus (ii) one-half of one percent (0.50%) per annum. The assessments to be levied will be payable on the 30th day of November in each of the years 2011 through 2025, and on the 31st day of May in the years 2012 through 2026, inclusive, if not theretofore paid, and shall become delinquent on such date unless paid in full. The first partial payment of each assessment shall include interest on the entire assessment from the date of original registration of the Bonds to January 1, 2012. The assessments shall constitute a lien upon and against the property against which they are made and levied, which lien may be extinguished only by payment of the assessment with all penalties, cost and interest as provided in Section 7-12-4191 of the Act. No tax deed issued with respect to any lot or parcel of land shall operate as payment of any installment of the assessment thereon which is payable after the execution of such deed, and any tax deed so issued shall convey title subject only to the lien of said future installments, as provided in Montana Code Annotated, Section 15-18-214.

4.04. Reassessment. If at any time and for whatever reason any special assessment or tax herein agreed to be levied is held invalid, the City and this Council, its officers and employees, will take all steps necessary to correct the same and to reassess and re-levy the same, including the ordering of work, with the same force and effect as if made at the time provided by law, ordinance or resolution relating thereto, and will reassess and re-levy the same with the

same force and effect as an original levy thereof, as authorized in Section 7-12-4186 of the Act. Any special assessment, or reassessment or re-levy shall, so far as is practicable, be levied and collected as it would have been if the first levy had been enforced including the levy and collection of any interest accrued on the first levy.

If proceeds of the Bonds, including investment income thereon, are applied to the redemption of such Bonds, as provided in Sections 7-12-4205 and 7-12-4206 of the Act, or if refunding bonds are issued and the principal amount of the outstanding Bonds of the Districts is decreased or increased, the City will reduce or increase, respectively, the assessments levied in the respective Districts and then outstanding pro rata by the principal amount of such prepayment or the increment above or below the outstanding principal amount of bonds represented by the refunding bonds. The City and this Council, its officers and employees will reassess and re-levy such assessments, with the same effect as an original levy, in such reduced or increased amounts in accordance with the provisions of Sections 7-12-4176 through 7-12-4178 of the Act.

4.05. Absence of Litigation. There is now no litigation pending or, to the best knowledge of the City, threatened questioning the validity or regularity of the creation of the Districts, the contracts for construction of the Improvements or the undertaking and agreement of the City to levy special assessments therefor and to make good any deficiency in the collection thereof through the levy of taxes for and the making of advances from the Revolving Fund, or the right and power of the City to issue the Bonds or in any manner questioning the existence of any condition precedent to the exercise of the City's powers in these matters. If any such litigation should be initiated or threatened, the City will forthwith notify in writing the Purchaser, and will furnish the Purchaser a copy of all documents, including pleadings, in connection with such litigation.

4.06. Waiver of Penalty and Interest. The City covenants not to waive the payment of penalty or interest on delinquent assessments levied on property in the Districts for costs of the Improvements, unless the City determines, by resolution of the Council, that such waiver is in the best interest of the owners of the outstanding Bonds.

Section 5. Tax Matters.

5.01. Use of Improvements. The Improvements will be owned and operated by the City and available for use by members of the general public on a substantially equal basis. The City shall not enter into any lease, use or other agreement with any non-governmental person relating to the use of the Improvements or security for the payment of the Bonds which might cause the Bonds to be considered "private activity bonds" or "private loan bonds" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "Code").

5.02. General Covenant. The City covenants and agrees with the owners from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become includable in gross income for federal income tax purposes under the Code and applicable Treasury Regulations (the "Regulations"), and covenants to take any and all actions within its powers to ensure that the interest on the Bonds will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

5.03. Arbitrage Certification. The Mayor, the City Finance Director and the City Clerk, being the officers of the City charged with the responsibility for issuing the Bonds pursuant to this Resolution, are authorized and directed to execute and deliver to the Purchaser a certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating that on the basis of facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds, it is reasonably expected that the proceeds of the Bonds will be used in a manner that would not cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations.

5.04. Arbitrage Rebate. The City acknowledges that the Bonds are subject to the rebate requirements of Section 148(f) of the Code. The City covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Treasury Regulations to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes, unless the Bonds qualify for the exception from the rebate requirement under Section 148(f)(4)(B) of the Code and no "gross proceeds" of the Bonds (other than amounts constituting a "bona fide debt service fund") arise during or after the expenditure of the original proceeds thereof. In furtherance of the foregoing, the Mayor, the City Finance Director and the City Clerk are hereby authorized and directed to execute a Rebate Certificate, substantially in the form to be prepared by Bond Counsel, and the City hereby covenants and agrees to observe and perform the covenants and agreements contained therein, unless amended or terminated in accordance with the provisions thereof.

5.05. Information Reporting. The City shall file with the Secretary of the Treasury, not later than February 15, 2012, a statement concerning the Bonds containing the information required by Section 149(e) of the Code.

5.06. Qualified Tax-Exempt Obligations. Pursuant to Section 265(b)(3)(B)(ii) of the Code, the City hereby designates the Bonds as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. The City has not designated any obligations in 2011 under Section 265(b)(3) other than the Bonds, the Higher Education Revenue Note (Rocky Mountain College Energy Performance Project), Series 2011, the Special Improvement District No. 1392 Bond Anticipation Note, Series 2011, and the Special Improvement District No. 1360 Refunding Bonds, Series 2011. The City hereby represents that it does not anticipate that obligations bearing interest not includable in gross income for purposes of federal income taxation under Section 103 of the Code (including refunding obligations as provided in Section 265(b)(3) of the Code and including "qualified 501(c)(3) bonds" but excluding other "private activity bonds," as defined in Sections 141(a) and 145(a) of the Code) will be issued by or on behalf of the City and all "subordinate entities" of the City in 2011 in an amount greater than $10,000,000.

Section 6. Authentication of Transcript. The officers of the City are hereby authorized and directed to furnish to the Purchaser and to Bond Counsel certified copies of all proceedings relating to the issuance of the Bonds and such other certificates and affidavits as may be required to show the right, power and authority of the City to issue the Bonds, and all statements contained in and shown by such instruments, including any heretofore furnished, shall constitute representations of the City as to the truth of the statements purported to be shown thereby.

Section 7. Discharge.

7.01. General. When the liability of the City on all Bonds issued under and secured by this Resolution has been discharged as provided in this Section 7, all pledges, covenants and other rights granted by this Resolution to the owners of such obligations shall cease.

7.02. Payment. The City may discharge its liability with reference to any Bond or installment of interest thereon which is due on any date by depositing with the Registrar on or before that date funds sufficient, or, if a City officer is the Registrar, mailing to the registered owner of such Bond a check or draft in a sum sufficient and providing proceeds available, for the payment thereof in full; or if any Bond or installment of interest thereon shall not be paid when due, the City may nevertheless discharge its liability with reference thereto by depositing with the Registrar funds sufficient, or, if a City officer is the Registrar, by mailing to the registered owner thereof a check or draft in a sum sufficient and providing proceeds available, for the payment thereof in full with interest accrued to the date of such deposit or mailing.

7.03. Prepayment. The City may also discharge its obligations with respect to any Bonds called for redemption on any date when they are prepayable according to their terms, by on or before that date depositing with the Registrar funds sufficient, or, if a City officer is the Registrar, mailing to the registered owner of such Bond a check or a draft in a sum sufficient and providing proceeds available, for the payment of the principal, interest and redemption premium, if any, which are then due; provided that notice of such redemption has been duly given as provided herein or irrevocably provided for.

7.04. Escrow. The City may also at any time discharge its liability in its entirety with reference to the Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank qualified by law as an escrow agent for this purpose, cash or securities which are authorized by law to be so deposited, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without reinvestment, to provide funds sufficient to pay all principal and interest to become due on all Bonds on or before maturity or, if any Bond has been duly called for redemption or notice of such redemption has been irrevocably provided for, on or before the designated redemption date.

7.05. Irrevocable Deposits. If an officer of the City is the Registrar, any deposit made under this Section 7 with the Registrar shall be irrevocable and held for the benefit of the owners of Bonds in respect of which such deposits have been made.

Section 8. Continuing Disclosure.

(a) Purpose and Beneficiaries. To provide for the public availability of certain information relating to the Bonds and the security therefor and to permit participating underwriters in the primary offering of the Bonds to comply with paragraph (b)(5) of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule"), the City hereby makes the following covenants and agrees, for the benefit of the Owners (as hereinafter defined) from time to time of the outstanding Bonds, to provide annual reports of specified information and notice of the occurrence of certain events to

the Municipal Securities Rulemaking Board ("MSRB") through its Electronic Municipal Market Access system website ("EMMA"), as hereinafter described (the "Disclosure Covenants"). The City is the only "obligated person" in respect of the Bonds within the meaning of the Rule for purposes of identifying the entities in respect of which continuing disclosure must be made.

The City has complied in all material respects with any undertaking previously entered into by it under the Rule.

If the City fails to comply with any provisions of this Section 8, any person aggrieved thereby, including the Owners of any outstanding Bonds, may take whatever action at law or in equity may appear necessary or appropriate to enforce performance and observance of any agreement or covenant contained in this Section 8, including an action for a writ of mandamus or specific performance. Direct, indirect, consequential and punitive damages shall not be recoverable for any default hereunder. Notwithstanding anything to the contrary contained herein, in no event shall a default under this Section 8 constitute a default under the Bonds or under any other provision of this Resolution.

As used in this Section 8, "Owner" means, in respect of a Bond, the registered owner or owners thereof appearing in the bond register maintained by the Registrar or any Beneficial Owner (as hereinafter defined) thereof, if such Beneficial Owner provides to the Registrar evidence of such beneficial ownership in form and substance reasonably satisfactory to the Registrar. As used in this Section 8, "Beneficial Owner" means, in respect of a Bond, any person or entity that (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, such Bond (including persons or entities holding Bonds through nominees, depositories or other intermediaries), or (ii) is treated as the owner of the Bond for federal income tax purposes.

(b) Information To Be Disclosed. The City will provide, in the manner set forth in subsection (c) hereof, either directly or indirectly through an agent designated by the City, the following information at the following times:

(1) on or before 270 days after the end of each fiscal year of the City, commencing with the fiscal year ending June 30, 2011, the following financial information and operating data in respect of the City (the "Disclosure Information"):

(A) the audited financial statements of the City for such fiscal year, accompanied by the audit report and opinion of the accountant or government auditor relating thereto, as permitted or required by the laws of the State of Montana, containing balance sheets as of the end of such fiscal year and a statement of operations, changes in fund balances and cash flows for the fiscal year then ended, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Montana law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with such generally

accepted accounting principles for reasons beyond the reasonable control of the City, noting the discrepancies therefrom and the effect thereof, and certified as to accuracy and completeness in all material respects by the City Finance Director; and

(B) To the extent not included in the financial statements referred to in paragraph (A) hereof, the information of the type set forth below, which information may be unaudited, but is to be certified as to accuracy and completeness in all material respects by the City Finance Director to the best of his or her knowledge, which certification may be based on the reliability of information obtained from third party sources:

(1) information, for such fiscal year, relating to Special Improvement District assessments, collections, investment earnings and debt service payments, amounts on hand in the Revolving Fund and transfers in and out contained in the tables under the captions "The Revolving Fund—The Revolving Fund and Outstanding Special Improvement Districts and Sidewalk, Curb, Gutter, and Alley Approach Bonds," "The Revolving Fund—Statement of Changes in Fund Balance of the Revolving Fund" and "The Revolving Fund—Special Assessment Billings and Collections" in the Official Statement and the information under "Future Financings" in the Official Statement;

(2) information, as of January 1 for the current tax year, relating to the appraised value and taxable value of taxable property in the District;

(3) information, as of the most recent date available, regarding employment in the Billings MSA, the State of Montana and the United States of the type contained in the table under the caption "City Demographic Information—Yellowstone County Annual Average Labor Force and Employment" in Appendix II to the Official Statement; and

(4) Information, as of the most recent date available, regarding the larger employers in the Billings MSA, identifying the employer and estimated number of employees of the type contained in the table under the caption "City Demographic Information—Major Employers within the Billings MSA" in Appendix II to the Official Statement; and

(5) Information, as of the end of the most recent fiscal year, regarding the direct debt of the City, including debt evidenced by special improvement district bonds, overlapping general obligation debt and debt ratios of the type contained under the captions "City Indebtedness" in Appendix II to the Official Statement.

Notwithstanding the foregoing paragraph, if the audited financial statements are not available by the date specified, the City shall provide on or before such date unaudited financial statements in the format required for the audited financial statements

as part of the Disclosure Information and, within 10 days after the receipt thereof, the City shall provide the audited financial statements.

Any or all of the Disclosure Information may be incorporated, if it is updated as required hereby, by reference from other documents, including official statements, which have been submitted to the MSRB in the manner set forth in subsection (c) hereof. The City shall clearly identify in the Disclosure Information in each document so incorporated by reference.

If any part of the Disclosure Information can no longer be generated because the operations of the City have materially changed or been discontinued, such Disclosure Information need no longer be provided if the City includes in the Disclosure Information a statement to such effect; provided, however, if such operations have been replaced by other City operations in respect of which data is not included in the Disclosure Information and the City determines that certain specified data regarding such replacement operations would be material (as hereinafter defined), then, from and after such determination, the Disclosure Information shall include such additional specified data regarding the replacement operations.

If the Disclosure Information is changed or this Section 8 is amended as permitted by this paragraph (b)(1) or subsection (d), then the City shall include in the next Disclosure Information to be delivered hereunder, to the extent necessary, an explanation of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided.

(2) In a timely manner not in excess of ten business days, notice of the occurrence of any of the following events:

(A) principal and interest payment delinquencies;
(B) non-payment related defaults, if material;
(C) unscheduled draws on debt service reserves reflecting financial difficulties;
(D) unscheduled draws on credit enhancements reflecting financial difficulties;
(E) substitution of credit or liquidity providers, or their failure to perform;
(F) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;
(G) modifications to rights of holders of the Bonds, if material;
(H) bond calls, if material, and tender offers;
(I) defeasances;
(J) release, substitution or sale of property securing repayment of the Bonds, if material;
(K) rating changes;

(L) bankruptcy, insolvency, receivership, or similar event of the obligated person;

(M) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(N) appointment of a successor or additional trustee or the change of name of a trustee, if material.

An event is "material" if it is an event as to which a substantial likelihood exists that a reasonably prudent investor would attach importance thereto in deciding to buy, hold or sell a Bond or, if not disclosed, would significantly alter the total information otherwise available to an investor from the Official Statement, information disclosed hereunder or information generally available to the public. Notwithstanding the foregoing sentence, an event is also "material" if it is an event that would be deemed material for purposes of the purchase, holding or sale of a Bond within the meaning of applicable federal securities laws, as interpreted at the time of discovery of the occurrence of the event.

(3) In a timely manner, notice of the occurrence of any of the following events or conditions:

(A) the failure of the City to provide the Disclosure Information required under paragraph (b)(1) at the time specified thereunder;

(B) the amendment or supplementing of this Section 8 pursuant to subsection (d), together with a copy of such amendment or supplement and any explanation provided by the City under subsection (d)(2);

(C) the termination of the obligations of the City under this Section 8 pursuant to subsection (d); and

(D) any change in the fiscal year of the City.

(c) Manner of Disclosure. The City agrees to make available the information described in subsection (b) hereof to the MSRB via EMMA or in a manner as may be otherwise proscribed by the MSRB consistent with the Rule. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(d) Term; Amendments; Interpretation.

(1) The covenants of the City in this Section 8 shall remain in effect so long as any Bonds are outstanding.

(2) This Section 8 (and the form and requirements of the Disclosure Information) may be amended or supplemented by the City from time to time, without notice to

(except as provided in paragraph (c)(3) hereof) or the consent of the Owners of any Bonds, by a resolution of this Council filed in the office of the recording officer of the City accompanied by an opinion of Bond Counsel, who may rely on certificates of the City and others and the opinion may be subject to customary qualifications, to the effect that such amendment or supplement (A) is made in connection with a change in circumstances that arises from a change in law or regulation or a change in the identity, nature or status of the City, the District or the Sinking Fund and the Revolving Fund of the City or the type of operations conducted by the City or the District, or (B) is required by, or better complies with, the provisions of paragraph (b)(5) of the Rule.

If the Disclosure Information is so amended, the City agrees to provide, contemporaneously with the effectiveness of such amendment, an explanation of the reasons for the amendment and the effect, if any, of the change in the type of financial information or operating data being provided hereunder.

(3) This Section 8 is entered into as a continuing disclosure undertaking to provide continuing disclosure identical to that required by the continuing disclosure provisions of the Rule and should be construed so the undertaking would satisfy the requirements of paragraph (b)(5) of the Rule, assuming it was otherwise applicable to the Bonds.

(e) Further Limitation of Liability of City. In and to the extent the limitations of liability contained in subsection (a) are not effective, anything contained in this Section 8 to the contrary notwithstanding, in making the agreements, provisions and covenants set forth in this Section 8, the City has not obligated itself except with respect to the assessments and the Revolving Fund. None of the agreements or obligations of the City contained herein shall be construed to constitute an indebtedness of the City within the meaning of any constitutional or statutory provisions whatsoever or constitute a pledge of the general credit or taxing powers of the City.

Section 9. Repeals and Effective Date.

9.01. Repeal. All provisions of other resolutions and other actions and proceedings of the City and this Council that are in any way inconsistent with the terms and provisions of this Resolution are repealed, amended and rescinded to the full extent necessary to give full force and effect to the provisions of this Resolution.

9.02. Effective Date. This Resolution shall take effect immediately upon its passage and adoption by this Council.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, this 12th day of September, 2011.

_____
Mayor

Attest: _____
City Clerk

(SEAL)

EXHIBIT A

UNITED STATES OF AMERICA
STATE OF MONTANA
YELLOWSTONE COUNTY

CITY OF BILLINGS

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

Interest at the rate per annum specified below,
payable on the 1st day of January and the 1st day of July
in each year, commencing January 1, 2012.

No. _____ $_____.00

Rate	Maturity	Date of Original Issue	CUSIP
%	July 1,	October 4, 2011	090127

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: AND NO/100 DOLLARS

FOR VALUE RECEIVED, the City of Billings, Montana (the "City"), will pay to the registered owner identified above, or registered assigns, on the maturity date specified above the principal amount specified above, solely from the revenues hereinafter specified, as authorized by Resolution No. [__], adopted September 12, 2011 (the "Resolution"), all subject to the provisions hereinafter described relating to the redemption of this Bond before maturity. This Bond bears interest at the rate per annum specified above from the date of original issue specified above, or from such later date to which interest hereon has been paid or duly provided for, until the maturity date specified above or an earlier date on which this Bond shall have been duly called for redemption by the City Finance Director. Interest on this Bond is payable semiannually on the 1st day of January and the 1st day of July in each year, commencing January 1, 2012, to the owner of record of this Bond appearing as such in the bond register as of the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. Interest on and, upon presentation and surrender hereof at the operations center of the bond registrar and paying agent hereinafter named, the principal of this Bond are payable by check or draft of U.S. Bank National Association, as Registrar, Transfer Agent and Paying Agent, at its operations center in St. Paul, Minnesota, or its successor designated under the Resolution (the "Registrar"). The principal of and interest on this Bond are payable in lawful money of the United States of America. Interest shall be calculated on the basis of a 360 day year composed of twelve 30 day months.

Notwithstanding any other provisions of this Bond, so long as this Bond is registered in the name of Cede & Co., as nominee of The Depository Trust Company, or in the name of any other nominee of The Depository Trust Company or other securities depository, the Registrar shall pay all principal of and interest on this Bond, and shall give all notices with respect to this Bond, only to Cede & Co. or other nominee in accordance with the operational arrangements of The Depository Trust Company or other securities depository as agreed to by the City.

This Bond is one of an issue in the aggregate principal amount of $715,000 (the "Bonds"), all of like date of original issue and tenor, except as to serial number, denomination, date, interest rate, maturity date and redemption rights. The Bonds are issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended (the "Act"), and ordinances and resolutions duly adopted by the governing body of the City, including the Resolution, to finance costs of certain local improvements (the "Improvements") for the special benefit of property located in Special Improvement District Nos. 1369 and 1391 (collectively, the "Districts"), to fund a deposit to the Special Improvement Revolving Fund (the "Revolving Fund") and to pay costs of issuance of the Bonds. The Bonds are issuable only as fully registered bonds of single maturities in denominations of $5,000 or any integral multiple thereof.

This Bond has been designated by the City as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is payable from the collection of a special tax or assessment levied upon all assessable real property within the boundaries of the Districts benefited by the Improvements, in an aggregate principal amount not less than $608,773.22 for Special Improvement District No. 1369, and $106,226.78 for Special Improvement District No. 1391, except as such amounts may be reduced or increased in accordance with provisions of Montana law. Such assessments constitute a lien against the property against which they are made and levied and are to be deposited into the 2011 Pooled Special Improvement District Sinking Fund of the City (the "Sinking Fund"). The Bonds are not general obligations of the City.

The City has validly established the Revolving Fund to secure the payment of certain of its special improvement and sidewalk, curb, gutter and alley approach bonds and warrants, including the Bonds. The City has also agreed, to the extent permitted by the Act, to issue orders annually, or more often as necessary, authorizing loans or advances from the Revolving Fund to the Sinking Fund, in amounts sufficient to make good any deficiency in the Sinking Fund to pay principal of or interest on the Bonds, to the extent money is available in the Revolving Fund, and to provide funds for the Revolving Fund by annually levying such tax or making such loan from its general fund, subject to the limitation that no such tax levy or loan may in any year cause the balance in the Revolving Fund to exceed five percent of the principal amount of the City's then outstanding special improvement and sidewalk, curb, gutter and alley approach bonds and warrants secured thereby and subject to the durational limitations specified in the Act. While any property tax levy to be made by the City to provide funds for the Revolving Fund is subject to levy limits under current law, the City has agreed in the Resolution to levy property taxes to provide funds for the Revolving Fund to the extent described in this paragraph and, if necessary, to reduce other property tax levies correspondingly to meet applicable levy limits.

The Bonds are subject to mandatory redemption in order of stated maturities and within a stated maturity in $5,000 principal amounts selected by lot or other manner deemed fair by the Registrar, on any interest payment date if, after paying all principal and interest then due on the Bonds, there are funds to the credit of the Sinking Fund, from the prepayment of assessments levied in the Districts or from the transfer of surplus money from the Construction Subaccounts to the Principal Subaccounts or otherwise, for the redemption thereof, and in the manner provided for the redemption of the same. In addition, the Bonds with stated maturities on or after July 1, 2022 will be subject to redemption on July 1, 2021 and any date thereafter, at the option of the City, in whole or in part. The redemption price is equal to the principal amount of the Bonds to be redeemed plus interest accrued thereon to the date of redemption. The date of redemption and principal amount of Bonds to be redeemed shall be fixed by the City Finance Director, who shall give notice thereof to the Registrar 45 days prior to the date set for redemption in order for the Registrar to give notice, by first class mail, postage prepaid, or by other means required by the securities depository, to the owner or owners of such Bonds at their addresses appearing on the bond register, of the numbers of the Bonds or portions thereof to be redeemed and the date on which payment will be made, which date shall not be less than 30 days after the date of mailing of notice. On the date so fixed interest on the Bonds or portions thereof so redeemed shall cease to accrue. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

The Bonds having stated maturities in 2016, 2021 and 2026 (the "Term Bonds") are subject to mandatory sinking fund redemption on July 1 in the respective years and the respective principal amounts set forth below, at a redemption price equal to the principal amount thereof to be redeemed plus interest accrued to the redemption date:

2016 Term Bond		2021 Term Bond	
Year	Amount	Year	Amount
2012	$30,000	2017	$40,000
2013	$35,000	2018	$40,000
2014	$40,000	2019	$45,000
2015	$40,000	2020	$45,000
2016*	$40,000	2021*	$55,000

2026 Term Bond	
Year	Amount
2022	$55,000
2023	$60,000
2024	$60,000
2025	$65,000
2026*	$65,000

*Final Maturity

If the Bonds with stated maturities in 2016, 2021and 2026 are not previously purchased by the City in the open market or prepaid, $40,000, $55,000 and $65,000 in principal amount of such Bonds would remain to mature in 2016, 2021 and 2026, respectively. The principal amount of the Term Bonds required to be redeemed on the above mandatory sinking fund redemption dates shall be reduced by the principal amount of such bond theretofore redeemed at the option of the City and as to which the City has not previously applied amounts to reduce the principal amount of such bond on a mandatory sinking fund redemption date.

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

The City and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all things required to be done precedent to the issuance of this Bond have been properly done, happened and been performed in the manner prescribed by the laws of the State of Montana and the resolutions and ordinances of the City of Billings, Montana, relating to the issuance hereof.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Registrar by the manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Billings, Montana, by its City Council, has caused this Bond to be executed by the facsimile signatures of the Mayor, the City Finance Director and the City Clerk, and by a printed facsimile of the official seal of the City.

CITY OF BILLINGS, MONTANA

(Facsimile Signature)
MAYOR

(Facsimile Signature)
(Facsimile Seal) CITY FINANCE DIRECTOR

(Facsimile Signature)
CITY CLERK

Dated:

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned herein.

U.S. BANK NATIONAL ASSOCIATION,
as Registrar, Transfer Agent, and
Paying Agent

By _____
Authorized Signature

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM —	as tenants in common	UTMA.....Custodian..... (Cust)	(Minor)
TEN ENT —	as tenants by the entireties		
JT TEN —	as joint tenants with right of survivorship and not as tenants in common	under Uniform Transfers to Minors Act . . . . . (State)	

Additional abbreviations may also be used.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE:

_____

/_____/

_____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration, enlargement or any change whatsoever.

SIGNATURE GUARANTEED

_____

Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in STAMP or such other "signature guaranty program" as may be determined by the Registrar in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

EXHIBIT B

FORM OF DTC LETTER

Regular City Council Meeting
Meeting Date: 09/12/2011
TITLE: Fixing the form and detail of Special Improvement District 1360 Refunding
PRESENTED BY: Patrick M Weber
Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

The City has been working with Piper Jaffray on the refunding of bonds for Special Improvement District 1360, which is in the Gabel Road/S. 29th Street area. A bond purchase agreement between the City of Billings and Piper Jaffray was signed on August 31.

ALTERNATIVES ANALYZED

This is the final step of the bond sale. The terms of the sale and bonds were agreed upon with the bond purchase agreement. This resolution provides further detail of that agreement. Once council approves this resolution, the closing will take place on October 4.

FINANCIAL IMPACT

A savings of $253,000 was achieved by the refunding. These savings will be passed on to the property owners with outstanding assessments.

RECOMMENDATION

Staff recommends that City Council approve the attached resolution.

APPROVED BY CITY ADMINISTRATOR

Attachments

Bond resolution

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of a Resolution No. _____ entitled: "RESOLUTION RELATING TO $2,625,000 SPECIAL IMPROVEMENT DISTRICT NO. 1360 REFUNDING BONDS, SERIES 2011; FIXING THE FORM AND DETAILS AND PROVIDING FOR THE EXECUTION AND DELIVERY THEREOF AND SECURITY THEREFOR" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a regular meeting on September 12, 2011, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

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

WITNESS my hand and seal officially this 12th day of September, 2011.

(SEAL)

_____
City Clerk

RESOLUTION NO. _____

RESOLUTION RELATING TO $2,625,000 SPECIAL IMPROVEMENT DISTRICT NO. 1360 REFUNDING BONDS; FIXING THE FORM AND DETAILS AND PROVIDING FOR THE EXECUTION AND DELIVERY THEREOF AND SECURITY THEREFOR

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

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

1.01. Outstanding Bonds. The City, pursuant to Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended (the "Act"), has issued its Special Improvement District No. 1360 Bonds, dated, as originally issued, as of April 23, 2003, in the original aggregate principal amount of $8,053,000 (the "Series 2003 Bonds"), drawn against the funds of, and to finance the costs of certain local improvements (the "Improvements") in or for the benefit of, Special Improvement District No. 1360 of the City (the "District"). All of the Improvements have been completed and all proceeds of the Series 2003 Bonds and investment income thereon have been applied to costs of the Improvements or to the partial redemption of the Series 2003 Bonds, except for certain proceeds of the Series 2003 Bonds on deposit in the Special Improvement District Revolving Fund of the City (the "Revolving Fund"). The outstanding Series 2003 Bonds may be redeemed on any interest payment date on or after January 1, 2012. The Series 2003 Bonds are presently outstanding in the aggregate principal amount of $2,540,000 (the "Outstanding Bonds").

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

1.03. Public Hearing. Pursuant to Section 7-12-4194 of the Act, because the Bonds will be issued in a principal amount greater than the principal amount of the Outstanding Bonds, a public hearing was required to establish the desirability of issuing the Bonds. The City duly noticed and held a public hearing on August 8, 2011 and subsequent thereto determined that it is in the best interests of the City to issue such Bonds.

1.04. Issuance of Refunding Bonds. By Resolution No. 11-19088 adopted on July 25, 2011, Resolution No. 11-19089 adopted on August 8, 2011 and Resolution No. 11-19098 adopted on August 22, 2011, this Council determined 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, pursuant to Section 7-12-4194(3)(a) of the Act, in order to provide funds to be used, with other available funds of the City, 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 aggregate principal amount of $2,625,000.

The Bonds will be issued to achieve debt service savings for the District. The savings will benefit the District and the owners of property therein by reducing the total cost of the Improvements.

1.05. Sale of Bonds. Pursuant to the authority recited in Sections 1.01 and 1.02 above and for the purpose of refunding the Outstanding Bonds, this Council authorized the sale of the Bonds to Piper Jaffray & Co., of Helena, Montana and Denver, Colorado (the "Purchaser"), pursuant to Resolution No. 11-19088 adopted by the Council on July 25, 2011, Resolution No. 11-19089 adopted on August 8, 2011 and Resolution No. 11-19098 adopted on August 22, 2011, subject to certain terms and conditions stated therein. The City hereby ratifies and confirms the issuance and sale of revenue bonds to be designated as Special Improvement District No. 1360 Refunding Bonds, in the aggregate principal amount of $2,625,000 in accordance with the provisions of this Resolution (the "Resolution"), and in accordance with a Bond Purchase Agreement dated August 30, 2011, between the City and the Purchaser.

1.06. Debt Service Savings. The debt service savings to result from the refunding of the Outstanding Bonds is estimated to be $341,713.33, calculated on a present-value basis, and using a discount rate of 3.33096% (the approximate yield of the Bonds) over the term of the Outstanding Bonds. The average annual rate of interest on the Bonds (3.276274%) is approximately 2.462758% less than the average annual rate of interest on the Outstanding Bonds (5.739032%). Thus, the City has authority under the Act to issue the Bonds to the Purchaser upon the terms and conditions set forth in this Resolution.

1.07. Official Statement. The Preliminary Official Statement relating to the Bonds, dated August 19, 2011, is hereby approved and the determination of the City Finance Director that the Preliminary Official Statement has been deemed final for purposes of SEC Rule 15c2-12(b)(1) is hereby ratified and confirmed. The Official Statement relating to the Bonds, to be dated the date hereof, and substantially in the form of the Preliminary Official Statement with such changes therein as the City Finance Director may approve, is hereby approved. The City Finance Director is hereby authorized and directed to execute such certificates as may be appropriate concerning the accuracy, completeness and sufficiency of the Official Statement.

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

Section 2. The Bonds.

2.01. Principal Amount, Maturities, Denominations, Date, Interest Rates. For the purpose of providing funds sufficient, with other moneys of the City legally available therefor, to refund in advance of their stated maturities the Outstanding Bonds, and in anticipation of the collection of special assessments to be levied therefor, and in accordance with the proposal described in Section 1.05, the City shall forthwith issue and deliver to the Purchaser the Bonds, denominated "Special Improvement District No. 1360 Refunding Bonds, Series 2011," in the aggregate principal amount of $2,625,000, payable solely from the Special Improvement District

No. 1360 Sinking Fund of the City created in Section 4.01 (the "Sinking Fund"). The Bonds shall be dated, as originally issued, and be registered as of October 4, 2011, shall each be in the denomination of $5,000 each or any integral multiple thereof of single maturities, shall mature on July 1 in the years and principal amounts set forth below, and Bonds maturing in such years and principal amounts shall bear interest from the date of original registration until paid or duly called for redemption at the rates per annum set forth opposite such years and amounts, respectively:

Year	Principal Amount	Interest Rate	Year	Principal Amount	Interest Rate
2012	$365,000	2.000%	2016	$380,000	3.000%
2013	355,000	2.000	2017	390,000	4.000
2014	360,000	2.375	2018	405,000	4.000
2015	370,000	2.500			

Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

2.02. Interest Payment Dates. Interest on the Bonds shall be payable on each January 1 and July 1, commencing July 1, 2012, to the owners of record thereof as such appear on the bond register at the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day. Upon the original delivery of the Bonds to the Purchaser and upon each subsequent transfer or exchange of a Bond pursuant to Section 2.04, the Registrar shall date each Bond as of the date of its authentication.

2.03. Method of Payment. The Bonds shall be issued only in fully registered form. The interest on and, upon surrender thereof at the principal office of the Registrar (as hereinafter defined), the principal of each Bond, shall be payable by check or draft drawn on the Registrar.

2.04. Registration. The City shall appoint, and shall maintain, a bond registrar, transfer agent and paying agent for the Bonds (the "Registrar"). This Section 2.04 shall establish a system of registration for the Bonds as defined in the Model Public Obligations Registration Act of Montana.

The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:

(a) Bond Register. The Registrar shall keep at its principal office a bond register in which the Registrar shall provide for the registration of ownership of the Bonds and the registration of transfers and exchanges of the Bonds entitled to be registered, transferred or exchanged.

(b) Transfer. Upon surrender to the Registrar for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing and guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, the Registrar shall authenticate and deliver, in the name of the designated

transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer of any Bond or portion thereof selected or called for redemption.

(c) Exchange. Whenever any Bond is surrendered by the registered owner for exchange, the Registrar shall authenticate and deliver one or more new Bonds of a like aggregate principal amount, interest rate and maturity, as requested by the registered owner or the owner's attorney duly authorized in writing.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name any Bond is at any time registered on the bond register as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability of the City upon such Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. For every transfer of Bonds or exchange of Bonds (except for an exchange upon the partial redemption of a Bond), the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that such Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the City and the Registrar shall be named as obligees. All Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the City. If the mutilated, destroyed, stolen or lost Bond has already

matured or such Bond has been called for redemption in accordance with its terms, it shall not be necessary to issue a new Bond prior to payment.

2.05. Initial Registrar. The City hereby appoints U.S. Bank National Association, of Seattle, Washington, as the initial Registrar for the Bonds. The City reserves the right to appoint a successor Registrar, and the City agrees to pay the reasonable and customary charges of the Registrar for the services performed. Upon merger or consolidation of a bank or trust company that is acting as the Registrar, if the resulting corporation is a bank or trust company authorized by law to conduct such business, such corporation shall be authorized to act as successor Registrar. The City reserves the right to remove any Registrar upon 30 days notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Bonds in its possession as Registrar to the successor Registrar and shall deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Council, the City Finance Director shall transmit to the Registrar, solely from money in the Sinking Fund available therefor, moneys sufficient for the payment of all principal, premium, if any, and interest then due on the Bonds.

2.06. Redemption.

(a) Mandatory Redemption. If on any interest payment date there will be a balance in the Sinking Fund after payment of the principal and interest due on all Bonds drawn against it, from the prepayment of special assessments levied in the District, the City Finance Director shall call for redemption on the interest payment date outstanding Bonds, or portions thereof, in an amount which, together with the interest thereon to the interest payment date, will equal the amount of such funds on deposit in the Sinking Fund on that date. The redemption price shall equal the amount of the principal amount of the Bonds to be redeemed plus interest accrued to the date of redemption.

(b) Optional Redemption. The Bonds will not be subject to optional redemption in advance of their respective stated maturity dates.

(c) Selection of Bonds for Redemption. If less than all of the Bonds are to be redeemed, Bonds shall be redeemed in order of the stated maturities thereof. If less than all Bonds of a stated maturity are to be redeemed, the Bonds of such maturity shall be selected for redemption in $5,000 principal amounts selected by the Registrar by lot or other manner it deems fair.

(d) Notice and Effect of Redemption. The date of redemption and the principal amount of the Bonds shall be fixed by the City Finance Director, who shall give notice thereof to the Registrar 45 days prior to the date set for redemption in order for the Registrar to give notice, by first class mail, postage prepaid, or by other means required by the securities depository, to the owner or owners of such Bonds at their addresses appearing on the bond register, of the numbers of the Bonds or portions thereof to be redeemed and the date on which payment will be made, which date shall be not less than 30 days after the date of mailing notice. On the date so fixed interest on the Bonds or portions thereof so redeemed shall cease.

2.07. Form. The Bonds shall be drawn in substantially the form set forth in Exhibit A hereto, and by this reference made a part hereof, with such modifications as are permitted by the Act.

2.08. Execution, Registration and Delivery. The Bonds shall be prepared under the direction of the City Finance Director and shall be executed on behalf of the City by the signatures of the Mayor, the City Finance Director and the City Clerk and sealed with the official seal of the City; provided that the seal and all signatures may be printed, engraved or lithographed facsimiles of the originals. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. The certificate of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so executed, authenticated and registered, they shall be delivered by the Registrar to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed.

2.09. Application of Proceeds. From the proceeds of the Bonds the City Finance Director shall credit forthwith (i) $2,540,000.00 to the escrow account as set forth in Section 6.01, together with $72,620.00 of funds in the debt service account for the Series 2003 Bonds, to be used solely for the purposes described in Section 6.02, (ii) $50,250.00 to pay costs of issuance of the Bonds and costs of the refunding and (iii) $1,738.40 to the Interest Account to pay interest on the Bonds on July 1, 2012. The Purchaser shall not be obligated to see to the application of the purchase price.

2.10. Securities Depository for the Bonds.

(a) For purposes of this Section 2.10, the following terms shall have the following meanings:

"Beneficial Owner" shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such person's subrogee.

"Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

"DTC" shall mean The Depository Trust Company of New York, New York.

"Participant" shall mean any broker-dealer, bank or other financial institution for which DTC holds the Bonds as securities depository.

"Representation Letter" shall mean the Blanket Issuer Letter of Representations from the City to DTC, attached to this resolution as Exhibit B (which is hereby incorporated by reference and made a part hereof.

(b) The Bonds shall be initially issued as separately authenticated fully registered Bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered on the bond register in the name of Cede & Co., as nominee of DTC. The Registrar and the City may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, if any, giving any notice permitted or required to be given to registered owners of Bonds under this Resolution, registering the transfer of Bonds, and for all other purposes whatsoever; and neither the Registrar nor the City shall be affected by any notice to the contrary. Neither the Registrar nor the City shall have any responsibility or obligation to any Participant, any Person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other Person which is not shown on the bond register as being a registered owner of any Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds under this Resolution, with respect to the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by DTC as registered owner of the Bonds. So long as any Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. No Person other than DTC shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the City to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event the City determines to discontinue the book entry only registration system, the City may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Bonds in the form of certificates. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) The Representation Letter sets forth certain matters with respect to, among other things, notices, consents and approvals by registered owners of the Bonds and Beneficial Owners and payments on the Bonds. The Registrar shall have the same rights with respect to its actions thereunder as it has with respect to its actions under this Resolution.

(e) In the event that any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this resolution. In the event Bonds in the form of certificates are issued to owners other than Cede & Co., its successor as nominee for DTC as owner of all the Bonds, or another securities depository as owner of all the Bonds, the provisions of this Resolution shall also apply to all matters relating thereto, including, without limitation, the printing of such Bonds in the form of Bond certificates and the method of payment of principal of and interest on such Bonds in the form of Bond certificates.

Section 3. Sinking Fund; Assessments.

3.01. Sinking Fund. There is hereby created and established the Sinking Fund designated as the "2011 Special Improvement District No. 1360 Refunding Sinking Fund," which shall be maintained by the City Finance Director on the books and records of the City separate and apart from all other funds of the City. Within the Sinking Fund there shall be maintained separate accounts, designated as the "Principal Account" and "Interest Account," respectively.

3.02. Principal Account and Interest Account. Money in the Principal Account and the Interest Account shall be used only for payment of the principal of and interest on the Bonds as such payments become due or to redeem Bonds or portions thereof.

Upon collection of the installment of principal and interest due on November 30 and May 31 of each year on the special assessments to be levied with respect to the Improvements in the District, the City Finance Director shall credit to the Interest Account in the Sinking Fund so much of said special assessments as is collected as interest payment and the balance thereof to the Principal Account. Any installment of any special assessment paid prior to its due date with interest accrued thereon to the next succeeding interest payment date shall be credited with respect to principal and interest payments in the same manner as other assessments are credited to the Sinking Fund. All money in the Interest Account and the Principal Account shall be used first to pay interest due, and any remaining money shall be used to pay Bonds then due and, if money is available, to redeem Bonds or portions thereof in accordance with Section 2.06. Redemption of Bonds or portions thereof shall be in the order of their stated maturities as provided in Section 2.06, and interest shall be paid from the Interest Account as accrued on such principal amounts to the date of redemption, in accordance with the provisions of Section 7-12-4206 of the Act.

3.03. Loans from Revolving Fund. The Council shall annually or more often if necessary issue an order authorizing a loan or advance from the Revolving Fund to the Sinking Fund in an amount sufficient to make good any deficiency then existing in the Interest Account and issue an order authorizing a loan or advance from the Revolving Fund to the Sinking Fund in an amount sufficient to make good any deficiency then existing in the Principal Account, each case to the extent that money is available in the Revolving Fund. A deficiency shall be deemed to exist in the Principal Account or the Interest Account if the money on deposit therein on any December 15 or June 15 (excluding amounts in the Principal Account representing prepaid

special assessments) is less than the amount necessary to pay Bonds due (other than upon redemption), and interest on all Bonds payable, on the next succeeding interest payment date.

Pursuant to Ordinance No. 1096, the City has undertaken and agreed to provide funds for the Revolving Fund by annually levying such tax or making such loan from the general fund of the City, subject to the limitation that no such tax levy or loan may in any year cause the balance in the Revolving Fund to exceed five percent of the principal amount of the City's then outstanding special improvement and sidewalk, curb, gutter and alley approach bonds and warrants secured thereby and subject to the durational limitations specified in the Act. In the event that the balance on hand in the Revolving Fund fifteen days prior to any date when interest is due on special improvement and sidewalk, curb, gutter and alley approach bonds and warrants of the City is not sufficient to make good all deficiencies then existing in the funds for which the City covenants to make loans from the Revolving Fund, the balance on hand in the Revolving Fund shall be allocated to the funds in which such deficiencies then exist in proportion to the amounts of the deficiencies on the respective dates of receipt of such money, until all interest accrued on such special improvement and sidewalk, curb, gutter and alley approach bonds and warrants of the City has been paid and to the extent of amounts available in the Revolving Fund. On any date when all accrued interest on special improvement and sidewalk, curb, gutter and alley approach bonds and warrants of the City payable from funds for which the City has covenanted to make loans from the Revolving Fund has been paid, any balance remaining in the Revolving Fund shall be loaned or advanced to the funds for payment and redemption of bonds and warrants to the extent such funds are deficient for such purpose and, if money in the Revolving Fund is insufficient therefor, pro rata, in an amount proportionate to the amount of such deficiency.

The City hereby determines, covenants and agrees to levy the property tax described in the immediately preceding paragraph to provide funds for the Revolving Fund so long as any Bonds are outstanding to the extent required under the provisions of this Resolution and the Act, even though such property tax levy may, under applicable law or provisions of the home rule charter of the City, require that property tax levies of the City for other purposes be reduced correspondingly.

Section 4. Covenants. The City covenants and agrees with the owners from time to time of each of the Bonds that until all the Bonds and interest thereon are fully paid:

4.01. Compliance with Resolution. The City will hold the Sinking Fund and the Revolving Fund as trust funds, separate and apart from all of its other funds, and the City, its officers and agents, will comply with all covenants and agreements contained in this Resolution. The provisions hereinabove made with respect to the Sinking Fund and the Revolving Fund are in accordance with the undertaking and agreement of the City made in connection with the public offering of the Bonds and the sale of the Bonds as set forth in Section 1.06.

4.02. Levy of Assessments. The City has validly levied special assessments, on the basis prescribed in Resolution No. 02-17933 for the District (the "Resolution of Intention"), upon all assessable property within the boundaries of the District in accordance with the Constitution and laws of the State of Montana and the Constitution of the United States in the aggregate principal amount of $8,053,000 (the original aggregate principal amount of the Series 2003 Bonds) (the

"Original Assessments"). As of July 31, 2011, Original Assessments are outstanding (including installments that are delinquent) in the aggregate principal amount of $2,689,957, as set forth in Exhibit C hereto. In addition, owners of certain properties within the District have prepaid Original Assessments on such properties.

In connection with the refunding of the Outstanding Bonds and the issuance of the Bonds, the City will do all acts and things necessary for the valid re-levy of special assessments upon all assessable real property within the boundaries of the District that have not had Original Assessments prepaid, in accordance with the Constitution and laws of the State of Montana and the Constitution of the United States, in an aggregate principal amount not less than $2,625,000, as set forth in Exhibit C hereto. Such special assessments shall be levied on the basis or bases prescribed in the Resolution of Intention, and shall be payable in substantially equal semiannual installments of principal and interest over a period of 7 years, at an annual rate equal to the sum of: (i) the average annual interest rate borne by the then outstanding Bonds, plus (ii) one-half of one percent (0.50%) per annum. The assessments to be levied will be payable on the 30th day of November in each of the years 2011 through 2017, and on the 31st day of May in the years 2012 through 2018, inclusive, if not theretofore paid, and shall become delinquent on such date unless paid in full. The first partial payment of each assessment shall include interest on the entire assessment from the date of original registration of the Bonds to July 1, 2012. The assessments shall constitute a lien upon and against the property against which they are made and levied, which lien may be extinguished only by payment of the assessment with all penalties, cost and interest as provided in Section 7-12-4191 of the Act. No tax deed issued with respect to any lot or parcel of land shall operate as payment of any installment of the assessment thereon which is payable after the execution of such deed, and any tax deed so issued shall convey title subject only to the lien of said future installments, as provided in Montana Code Annotated, Section 15-18-214.

4.03. Reassessment. If at any time and for whatever reason any special assessment or tax herein agreed to be levied is held invalid, the City and this Council, its officers and employees, will take all steps necessary to correct the same and to reassess and re-levy the same, including the ordering of work, with the same force and effect as if made at the time provided by law, ordinance or resolution relating thereto, and will reassess and re-levy the same with the same force and effect as an original levy thereof, as authorized in Section 7-12-4186 of the Act. Any special assessment, or reassessment or re-levy shall, so far as is practicable, be levied and collected as it would have been if the first levy had been enforced including the levy and collection of any interest accrued on the first levy.

If proceeds of the Bonds, including investment income thereon, are applied to the redemption of such Bonds, as provided in Sections 7-12-4205 and 7-12-4206 of the Act, or if refunding bonds are issued and the principal amount of the outstanding Bonds of the District is decreased or increased, the City will reduce or increase, respectively, the assessments levied in the District and then outstanding pro rata by the principal amount of such prepayment or the increment above or below the outstanding principal amount of bonds represented by the refunding bonds. The City and this Council, its officers and employees will reassess and re-levy such assessments, with the same effect as an original levy, in such reduced or increased amounts in accordance with the provisions of Sections 7-12-4176 through 7-12-4178 of the Act.

4.04. Absence of Litigation. There is now no litigation pending or, to the best knowledge of the City, threatened questioning the validity or regularity of the creation of the District, the contracts for construction of the Improvements or the undertaking and agreement of the City to levy special assessments therefor and to make good any deficiency in the collection thereof through the levy of taxes for and the making of advances from the Revolving Fund, or the right and power of the City to issue the Bonds or in any manner questioning the existence of any condition precedent to the exercise of the City's powers in these matters. If any such litigation should be initiated or threatened, the City will forthwith notify in writing the Purchaser, and will furnish the Purchaser a copy of all documents, including pleadings, in connection with such litigation.

4.05. Waiver of Penalty and Interest. The City covenants not to waive the payment of penalty or interest on delinquent assessments levied on property in the District for costs of the Improvements, unless the City determines, by resolution of the Council, that such waiver is in the best interest of the owners of the outstanding Bonds.

Section 5. Tax Matters.

5.01. Use of Improvements. The Improvements will be owned and operated by the City and available for use by members of the general public on a substantially equal basis. The City shall not enter into any lease, use or other agreement with any non-governmental person relating to the use of the Improvements or security for the payment of the Bonds which might cause the Bonds to be considered "private activity bonds" or "private loan bonds" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "Code").

5.02. General Covenant. The City covenants and agrees with the owners from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become includable in gross income for federal income tax purposes under the Code and applicable Treasury Regulations (the "Regulations"), and covenants to take any and all actions within its powers to ensure that the interest on the Bonds will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

5.03. Arbitrage Certification. The Mayor, the City Finance Director and the City Clerk, being the officers of the City charged with the responsibility for issuing the Bonds pursuant to this Resolution, are authorized and directed to execute and deliver to the Purchaser a certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating that on the basis of facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds, it is reasonably expected that the proceeds of the Bonds will be used in a manner that would not cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations.

5.04. Arbitrage Rebate. The City acknowledges that the Bonds are subject to the rebate requirements of Section 148(f) of the Code. The City covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Treasury Regulations to preserve the exclusion of interest on the Bonds from gross income for federal income tax

purposes, unless the Bonds qualify for the exception from the rebate requirement under Section 148(f)(4)(B) of the Code and no "gross proceeds" of the Bonds (other than amounts constituting a "bona fide debt service fund") arise during or after the expenditure of the original proceeds thereof. In furtherance of the foregoing, the Mayor, the City Finance Director and the City Clerk are hereby authorized and directed to execute a Rebate Certificate, substantially in the form to be prepared by Bond Counsel, and the City hereby covenants and agrees to observe and perform the covenants and agreements contained therein, unless amended or terminated in accordance with the provisions thereof.

5.06. Information Reporting. The City shall file with the Secretary of the Treasury, not later than February 15, 2012, a statement concerning the Bonds containing the information required by Section 149(e) of the Code.

5.06. Qualified Tax-Exempt Obligations. Pursuant to Section 265(b)(3)(B)(ii) of the Code, the City hereby designates the Bonds as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. The City has not designated any obligations in 2011 under Section 265(b)(3) other than the Bonds, the Pooled Special Improvement District Bonds, Series 2011 (Special Improvement Districts Nos. 1369 and 1391), the Higher Education Revenue Note (Rocky Mountain College Energy Performance Project), Series 2011, and the Special Improvement District No. 1392 Bond Anticipation Note, Series 2011. The City hereby represents that it does not anticipate that obligations bearing interest not includable in gross income for purposes of federal income taxation under Section 103 of the Code (including refunding obligations as provided in Section 265(b)(3) of the Code and including "qualified 501(c)(3) bonds" but excluding other "private activity bonds," as defined in Sections 141(a) and 145(a) of the Code) will be issued by or on behalf of the City and all "subordinate entities" of the City in 2011 in an amount greater than $10,000,000.

Section 6. Escrow; Redemption of Outstanding Bonds.

6.01. Escrow. Simultaneously with the delivery of the Bonds, the City Finance Director shall cause to be deposited in escrow with U.S. Bank National Association, of Seattle, Washington, a sum equal to the amount on hand in the City's debt service fund for the Outstanding Bonds and proceeds of the Bonds necessary to pay, without regard to investment earnings thereon, the redemption price of the Outstanding Bonds to be redeemed on January 1, 2012, which redemption price is equal to the principal amount of the Outstanding Bonds plus interest accrued thereon through January 1, 2012, all as set forth in the Escrow Agreement between the City and U.S. Bank National Association (the "Escrow Agreement"), the draft form of which has been submitted to this Council and is hereby approved, subject to necessary or appropriate additions or deletions. The City Finance Director shall cause the amount so deposited to be invested in securities of the type described in Section 7-12-4194 of the Act. Amounts in the escrow account shall be transferred to the City on or before January 1, 2012 to pay the redemption price of the Outstanding Bonds and amounts in excess thereof will be deposited in the Sinking Fund to pay interest on the Bonds due on July 1, 2012. The escrow account and all investments thereof shall be held in safekeeping by said escrow agent, and said account and all income therefrom are irrevocably appropriated for the purposes stated in this Section 6.01. At or before the time of making said deposit and investment the Mayor, the City Finance Director, and the City Clerk shall execute on the part of the City the Escrow Agreement

with said escrow agent, in the form of such agreement which has been presented to this Council at the meeting at which this Resolution was adopted, with such additions thereto or deletions therefrom as are necessary or appropriate. In accordance with the provisions of Section 7-12-4194 of the Act, upon the establishment and funding of the escrow account pursuant to this Section 6.01, the Outstanding Bonds shall no longer be considered outstanding for purposes of Section 7-12-4194 of the Act or any other debt limitation.

6.02. Redemption of Outstanding Bonds. As provided in the Escrow Agreement, the Outstanding Bonds shall be called for redemption on January 1, 2012, at a redemption price equal to the principal amount thereof with interest accrued to the date of redemption, without premium, payable from the proceeds of the Bonds deposited into the escrow account and investment earnings thereon. U.S. Bank, National Association is directed to mail notice to registered owners thereof following receipt of proceeds of the Bonds and not less than 30 days prior to the date fixed for redemption in accordance with this Resolution.

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

Section 8. Discharge.

8.01. General. When the liability of the City on all Bonds issued under and secured by this Resolution has been discharged as provided in this Section 8, all pledges, covenants and other rights granted by this Resolution to the owners of such obligations shall cease.

8.02. Payment. The City may discharge its liability with reference to any Bond or installment of interest thereon which is due on any date by depositing with the Registrar on or before that date funds sufficient, or, if a City officer is the Registrar, mailing to the registered owner of such Bond a check or draft in a sum sufficient and providing proceeds available, for the payment thereof in full; or if any Bond or installment of interest thereon shall not be paid when due, the City may nevertheless discharge its liability with reference thereto by depositing with the Registrar funds sufficient, or, if a City officer is the Registrar, by mailing to the registered owner thereof a check or draft in a sum sufficient and providing proceeds available, for the payment thereof in full with interest accrued to the date of such deposit or mailing.

8.03. Prepayment. The City may also discharge its obligations with respect to any Bonds called for redemption on any date when they are prepayable according to their terms, by on or before that date depositing with the Registrar funds sufficient, or, if a City officer is the Registrar, mailing to the registered owner of such Bond a check or a draft in a sum sufficient and providing proceeds available, for the payment of the principal, interest and redemption premium, if any, which are then due; provided that notice of such redemption has been duly given as provided herein or irrevocably provided for.

8.04. Escrow. The City may also at any time discharge its liability in its entirety with reference to the Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank qualified by law as an escrow agent for this purpose, cash or securities which are authorized by law to be so deposited, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without reinvestment, to provide funds sufficient to pay all principal and interest to become due on all Bonds on or before maturity or, if any Bond has been duly called for redemption or notice of such redemption has been irrevocably provided for, on or before the designated redemption date.

8.05. Irrevocable Deposits. If an officer of the City is the Registrar, any deposit made under this Section 8 with the Registrar shall be irrevocable and held for the benefit of the owners of Bonds in respect of which such deposits have been made.

Section 9. Continuing Disclosure.

(a) Purpose and Beneficiaries. To provide for the public availability of certain information relating to the Bonds and the security therefor and to permit participating underwriters in the primary offering of the Bonds to comply with paragraph (b)(5) of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule"), the City hereby makes the following covenants and agrees, for the benefit of the Owners (as hereinafter defined) from time to time of the outstanding Bonds, to provide annual reports of specified information and notice of the occurrence of certain events to the Municipal Securities Rulemaking Board ("MSRB") through its Electronic Municipal Market Access system website ("EMMA"), as hereinafter described (the "Disclosure Covenants"). The City is the only "obligated person" in respect of the Bonds within the meaning of the Rule for purposes of identifying the entities in respect of which continuing disclosure must be made.

The City has complied in all material respects with any undertaking previously entered into by it under the Rule.

If the City fails to comply with any provisions of this Section 9, any person aggrieved thereby, including the Owners of any outstanding Bonds, may take whatever action at law or in equity may appear necessary or appropriate to enforce performance and observance of any agreement or covenant contained in this Section 9, including an action for a writ of mandamus or specific performance. Direct, indirect, consequential and punitive damages shall not be recoverable for any default hereunder. Notwithstanding anything to the contrary contained herein, in no event shall a default under this Section 9 constitute a default under the Bonds or under any other provision of this Resolution.

As used in this Section 9, "Owner" means, in respect of a Bond, the registered owner or owners thereof appearing in the bond register maintained by the Registrar or any Beneficial Owner (as hereinafter defined) thereof, if such Beneficial Owner provides to the Registrar evidence of such beneficial ownership in form and substance reasonably satisfactory to the Registrar. As used in this Section 9, "Beneficial Owner" means, in respect of a Bond, any person or entity that (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, such Bond (including persons or entities holding Bonds through

nominees, depositories or other intermediaries), or (ii) is treated as the owner of the Bond for federal income tax purposes.

(b) Information To Be Disclosed. The City will provide, in the manner set forth in subsection (c) hereof, either directly or indirectly through an agent designated by the City, the following information at the following times:

(1) on or before 270 days after the end of each fiscal year of the City, commencing with the fiscal year ending June 30, 2011, the following financial information and operating data in respect of the City (the "Disclosure Information"):

(A) the audited financial statements of the City for such fiscal year, accompanied by the audit report and opinion of the accountant or government auditor relating thereto, as permitted or required by the laws of the State of Montana, containing balance sheets as of the end of such fiscal year and a statement of operations, changes in fund balances and cash flows for the fiscal year then ended, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Montana law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with such generally accepted accounting principles for reasons beyond the reasonable control of the City, noting the discrepancies therefrom and the effect thereof, and certified as to accuracy and completeness in all material respects by the City Finance Director; and

(B) To the extent not included in the financial statements referred to in paragraph (A) hereof, the information of the type set forth below, which information may be unaudited, but is to be certified as to accuracy and completeness in all material respects by the City Finance Director to the best of his or her knowledge, which certification may be based on the reliability of information obtained from third party sources:

(1) information, for such fiscal year, relating to Special Improvement District assessments, collections, investment earnings and debt service payments, amounts on hand in the Revolving Fund and transfers in and out contained in the tables under the captions "The Revolving Fund—The Revolving Fund and Outstanding Special Improvement Districts and Sidewalk, Curb, Gutter, and Alley Approach Bonds," "The Revolving Fund—Statement of Changes in Fund Balance of the Revolving Fund" and "The Revolving Fund—Special Assessment Billings and Collections" in the Official Statement and the information under "Future Financings" in the Official Statement;

(2) information, as of January 1 for the current tax year, relating to the appraised value and taxable value of taxable property in the District;

(3) information, as of the most recent date available, regarding employment in the Billings MSA, the State of Montana and the United States of the type contained in the table under the caption "City Demographic Information—Yellowstone County Annual Average Labor Force and Employment" in Appendix II to the Official Statement; and

(4) Information, as of the most recent date available, regarding the larger employers in the Billings MSA, identifying the employer and estimated number of employees of the type contained in the table under the caption "City Demographic Information—Major Employers within the Billings MSA" in Appendix II to the Official Statement; and

(5) Information, as of the end of the most recent fiscal year, regarding the direct debt of the City, including debt evidenced by special improvement district bonds, overlapping general obligation debt and debt ratios of the type contained under the captions "City Indebtedness" in Appendix II to the Official Statement.

Notwithstanding the foregoing paragraph, if the audited financial statements are not available by the date specified, the City shall provide on or before such date unaudited financial statements in the format required for the audited financial statements as part of the Disclosure Information and, within 10 days after the receipt thereof, the City shall provide the audited financial statements.

Any or all of the Disclosure Information may be incorporated, if it is updated as required hereby, by reference from other documents, including official statements, which have been submitted to the MSRB in the manner set forth in subsection (c) hereof. The City shall clearly identify in the Disclosure Information in each document so incorporated by reference.

If any part of the Disclosure Information can no longer be generated because the operations of the City have materially changed or been discontinued, such Disclosure Information need no longer be provided if the City includes in the Disclosure Information a statement to such effect; provided, however, if such operations have been replaced by other City operations in respect of which data is not included in the Disclosure Information and the City determines that certain specified data regarding such replacement operations would be material (as hereinafter defined), then, from and after such determination, the Disclosure Information shall include such additional specified data regarding the replacement operations.

If the Disclosure Information is changed or this Section 9 is amended as permitted by this paragraph (b)(1) or subsection (d), then the City shall include in the next Disclosure Information to be delivered hereunder, to the extent necessary, an explanation

of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided.

(2) In a timely manner not in excess of ten business days, notice of the occurrence of any of the following events:

(A) principal and interest payment delinquencies;
(B) non-payment related defaults, if material;
(C) unscheduled draws on debt service reserves reflecting financial difficulties;
(D) unscheduled draws on credit enhancements reflecting financial difficulties;
(E) substitution of credit or liquidity providers, or their failure to perform;
(F) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;
(G) modifications to rights of holders of the Bonds, if material;
(H) bond calls, if material, and tender offers;
(I) defeasances;
(J) release, substitution or sale of property securing repayment of the Bonds, if material;
(K) rating changes;
(L) bankruptcy, insolvency, receivership, or similar event of the obligated person;
(M) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
(N) appointment of a successor or additional trustee or the change of name of a trustee, if material.

An event is "material" if it is an event as to which a substantial likelihood exists that a reasonably prudent investor would attach importance thereto in deciding to buy, hold or sell a Bond or, if not disclosed, would significantly alter the total information otherwise available to an investor from the Official Statement, information disclosed hereunder or information generally available to the public. Notwithstanding the foregoing sentence, an event is also "material" if it is an event that would be deemed material for purposes of the purchase, holding or sale of a Bond within the meaning of applicable federal securities laws, as interpreted at the time of discovery of the occurrence of the event.

(3) In a timely manner, notice of the occurrence of any of the following events or conditions:

(A) the failure of the City to provide the Disclosure Information required under paragraph (b)(1) at the time specified thereunder;

(B) the amendment or supplementing of this Section 9 pursuant to subsection (d), together with a copy of such amendment or supplement and any explanation provided by the City under subsection (d)(2);

(C) the termination of the obligations of the City under this Section 9 pursuant to subsection (d); and

(D) any change in the fiscal year of the City.

(c) Manner of Disclosure. The City agrees to make available the information described in subsection (b) hereof to the MSRB via EMMA or in a manner as may be otherwise proscribed by the MSRB consistent with the Rule. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(d) Term; Amendments; Interpretation.

(1) The covenants of the City in this Section 9 shall remain in effect so long as any Bonds are outstanding.

(2) This Section 9 (and the form and requirements of the Disclosure Information) may be amended or supplemented by the City from time to time, without notice to (except as provided in paragraph (c)(3) hereof) or the consent of the Owners of any Bonds, by a resolution of this Council filed in the office of the recording officer of the City accompanied by an opinion of Bond Counsel, who may rely on certificates of the City and others and the opinion may be subject to customary qualifications, to the effect that such amendment or supplement (A) is made in connection with a change in circumstances that arises from a change in law or regulation or a change in the identity, nature or status of the City, the District or the Sinking Fund and the Revolving Fund of the City or the type of operations conducted by the City or the District, or (B) is required by, or better complies with, the provisions of paragraph (b)(5) of the Rule.

If the Disclosure Information is so amended, the City agrees to provide, contemporaneously with the effectiveness of such amendment, an explanation of the reasons for the amendment and the effect, if any, of the change in the type of financial information or operating data being provided hereunder.

(3) This Section 9 is entered into as a continuing disclosure undertaking to provide continuing disclosure identical to that required by the continuing disclosure provisions of the Rule and should be construed so the undertaking would satisfy the requirements of paragraph (b)(5) of the Rule, assuming it was otherwise applicable to the Bonds.

(e) Further Limitation of Liability of City. In and to the extent the limitations of liability contained in subsection (a) are not effective, anything contained in this Section 9 to the contrary notwithstanding, in making the agreements, provisions and covenants set forth in this Section 9, the City has not obligated itself except with respect to the assessments and the Revolving Fund. None of the agreements or obligations of the City contained herein shall be construed to constitute an indebtedness of the City within the meaning of any constitutional or statutory provisions whatsoever or constitute a pledge of the general credit or taxing powers of the City.

Section 9. Repeals and Effective Date.

9.01. Repeal. All provisions of other resolutions and other actions and proceedings of the City and this Council that are in any way inconsistent with the terms and provisions of this Resolution are repealed, amended and rescinded to the full extent necessary to give full force and effect to the provisions of this Resolution.

9.02. Effective Date. This Resolution shall take effect immediately upon its passage and adoption by this Council.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, this 12th day of September, 2011.

_____
Mayor

Attest:

_____
City Clerk

(SEAL)

EXHIBIT A

UNITED STATES OF AMERICA
STATE OF MONTANA
YELLOWSTONE COUNTY

CITY OF BILLINGS

SPECIAL IMPROVEMENT DISTRICT NO. 1360 REFUNDING BONDS, SERIES 2011

Interest at the rate per annum specified below,
payable on the 1st day of January and the 1st day of July
in each year, commencing July 1, 2012.

No. _____ $_____.00

Rate	Maturity	Date of Original Issue	CUSIP
%	July 1,	October 4, 2011	090135

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: AND NO/100 DOLLARS

FOR VALUE RECEIVED, the City of Billings, Montana (the "City"), will pay to the registered owner identified above, or registered assigns, on the maturity date specified above the principal amount specified above, solely from the revenues hereinafter specified, as authorized by Resolution No. [__] adopted September 12, 2011 (the "Resolution"), all subject to the provisions hereinafter described relating to the redemption of this Bond before maturity. This Bond bears interest at the rate per annum specified above from the date of original issue specified above, or from such later date to which interest hereon has been paid or duly provided for, until the maturity date specified above or an earlier date on which this Bond shall have been duly called for redemption by the City Finance Director. Interest on this Bond is payable semiannually on the 1st day of January and the 1st day of July in each year, commencing July 1, 2012, to the owner of record of this Bond appearing as such in the bond register as of the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. Interest on and, upon presentation and surrender hereof at the operations center of the bond registrar and paying agent hereinafter named, the principal of this Bond are payable by check or draft of U.S. Bank National Association, as Registrar, Transfer Agent and Paying Agent, at its operations center in St. Paul, Minnesota, or its successor designated under the Resolution (the "Registrar"). The principal of and interest on this Bond are payable in lawful money of the United States of America. Interest shall be calculated on the basis of a 360 day year composed of twelve 30 day months.

Notwithstanding any other provisions of this Bond, so long as this Bond is registered in the name of Cede & Co., as nominee of The Depository Trust Company, or in the name of any other nominee of The Depository Trust Company or other securities depository, the Registrar shall pay all principal of and interest on this Bond, and shall give all notices with respect to this Bond, only to Cede & Co. or other nominee in accordance with the operational arrangements of The Depository Trust Company or other securities depository as agreed to by the City.

This Bond is one of an issue in the aggregate principal amount of $2,625,000 (the "Bonds"), all of like date of original issue and tenor, except as to serial number, denomination, date, interest rate and maturity date. The Bonds are issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended (the "Act"), and ordinances and resolutions duly adopted by the governing body of the City, including the Resolution, for the purpose of providing funds to refund in advance of their maturities certain valid outstanding special improvement district bonds of the City. The Bonds are issuable only as fully registered bonds of single maturities in denominations of $5,000 or any integral multiple thereof.

This Bond has been designated by the City as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is payable from the collection of a special tax or assessment levied upon all assessable real property within the boundaries of the District that have not had Original Assessments prepaid, in an aggregate principal amount not less than $2,625,000, except as such amount may be reduced or increased in accordance with provisions of Montana law. Such assessments constitute a lien against the property against which they are made and levied and are to be deposited into the Special Improvement District No. 1360 Sinking Fund of the City (the "Sinking Fund"). The Bonds are not general obligations of the City.

The City has validly established the Special Improvement District Revolving Fund (the "Revolving Fund") to secure the payment of certain of its special improvement and sidewalk, curb, gutter and alley approach bonds and warrants, including the Bonds. The City has also agreed, to the extent permitted by the Act, to issue orders annually, or more often as necessary, authorizing loans or advances from the Revolving Fund to the Sinking Fund, in amounts sufficient to make good any deficiency in the Sinking Fund to pay principal of or interest on the Bonds, to the extent money is available in the Revolving Fund, and to provide funds for the Revolving Fund by annually levying such tax or making such loan from its general fund, subject to the limitation that no such tax levy or loan may in any year cause the balance in the Revolving Fund to exceed five percent of the principal amount of the City's then outstanding special improvement and sidewalk, curb, gutter and alley approach bonds and warrants secured thereby and subject to the durational limitations specified in the Act. While any property tax levy to be made by the City to provide funds for the Revolving Fund is subject to levy limits under current law, the City has agreed in the Resolution to levy property taxes to provide funds for the Revolving Fund to the extent described in this paragraph and, if necessary, to reduce other property tax levies correspondingly to meet applicable levy limits.

The Bonds are subject to mandatory redemption in order of stated maturities and within a stated maturity in $5,000 principal amounts selected by lot or other manner deemed fair by the

Registrar, on any interest payment date if, after paying all principal and interest then due on the Bonds, there are funds to the credit of the Sinking Fund, from the prepayment of assessments levied in the District, for the redemption thereof, and in the manner provided for the redemption of the same. The Bonds are not subject to optional redemption on any interest payment date. The redemption price is equal to the principal amount of the Bonds to be redeemed plus interest accrued thereon to the date of redemption. The date of redemption and principal amount of Bonds to be redeemed shall be fixed by the City Finance Director, who shall give notice thereof to the Registrar 45 days prior to the date set for redemption in order for the Registrar to give notice, by first class mail, postage prepaid, or by other means required by the securities depository, to the owner or owners of such Bonds at their addresses appearing on the bond register, of the numbers of the Bonds or portions thereof to be redeemed and the date on which payment will be made, which date shall not be less than 30 days after the date of mailing of notice. On the date so fixed interest on the Bonds or portions thereof so redeemed shall cease to accrue. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

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

The City and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all things required to be done precedent to the issuance of this Bond have been properly done, happened and been performed in the manner prescribed by the laws of the State of Montana and the resolutions and ordinances of the City of Billings, Montana, relating to the issuance hereof.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Registrar by the manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Billings, Montana, by its City Council, has caused this Bond to be executed by the facsimile signatures of the Mayor, the City Finance Director and the City Clerk, and by a printed facsimile of the official seal of the City.

CITY OF BILLINGS, MONTANA

(Facsimile Signature)
MAYOR

(Facsimile Signature)
(Facsimile Seal) CITY FINANCE DIRECTOR

(Facsimile Signature)
CITY CLERK

Dated:

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned herein.

U.S. BANK NATIONAL ASSOCIATION,
as Registrar, Transfer Agent, and
Paying Agent

By _____
Authorized Signature

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM —	as tenants in common	UTMA.....Custodian..... (Cust)	(Minor)
TEN ENT —	as tenants by the entireties		
JT TEN —	as joint tenants with right of survivorship and not as tenants in common	under Uniform Transfers to Minors Act . . . . . (State)	

Additional abbreviations may also be used.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE:

_____

/_____/

_____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration, enlargement or any change whatsoever.

SIGNATURE GUARANTEED

_____

Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in STAMP or such other "signature guaranty program" as may be determined by the Registrar in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

EXHIBIT B

FORM OF DTC LETTER

EXHIBIT C

Tax Code	Current Principal	% of Total Balance	New Principal
A29203	2,338.34	0.087%	2,281.87
A29204	2,335.78	0.087%	2,279.38
A29205	5,388.43	0.200%	5,258.31
A29206	6,062.06	0.225%	5,915.67
A29207	6,003.40	0.223%	5,858.43
A29208	6,284.30	0.234%	6,132.55
A29211	4,880.64	0.181%	4,762.78
A29212	3,198.44	0.119%	3,121.20
A29213	468.14	0.017%	456.84
A29215	522.37	0.019%	509.76
A29216	884.27	0.033%	862.92
A29217	407.41	0.015%	397.57
A29218	837.93	0.031%	817.70
A29219	755.62	0.028%	737.37
A29220	484.02	0.018%	472.33
A30059A	10,861.80	0.404%	10,599.51
A30059B	15,215.53	0.566%	14,848.11
A30059D	29,559.85	1.099%	28,846.04
A30059F	14,880.02	0.553%	14,520.70
A30059G	4,065.78	0.151%	3,967.60
A30059H	18,231.93	0.678%	17,791.67
A30059I	18,821.82	0.700%	18,367.31
A30059J	10,016.86	0.372%	9,774.97
A30059K	25,428.01	0.945%	24,813.97
A30059L	14,596.87	0.543%	14,244.38
A30059N	23,354.64	0.868%	22,790.67
A30059O	11,264.26	0.419%	10,992.25
A30059P	5,871.03	0.218%	5,729.26
A30059Q	23,390.92	0.870%	22,826.08
A30059S	8,508.30	0.316%	8,302.84
A30059T	8,481.30	0.315%	8,276.49
A30254	70,131.27	2.607%	68,437.74
A30255	49,427.46	1.837%	48,233.88
A30256	49,666.07	1.846%	48,466.73
A30257	28,494.66	1.059%	27,806.57
A30258	17,205.82	0.640%	16,790.33
A30259	40,361.76	1.500%	39,387.10
A30260	34,912.92	1.298%	34,069.84
A30261	32,520.66	1.209%	31,735.35
A30262	33,401.62	1.242%	32,595.04
A30263	234,493.20	8.717%	228,830.65
A30264	38,363.94	1.426%	37,437.53

A30265	31,671.41	1.177%	30,906.61
A30678	6,271.59	0.233%	6,120.14
A30679	2,304.50	0.086%	2,248.85
A30680	3,107.19	0.116%	3,032.16
A30681	4,565.96	0.170%	4,455.70
A30682	14,385.88	0.535%	14,038.49
A30683	29,286.01	1.089%	28,578.81
A30697	7,086.56	0.263%	6,915.43
A30700	43,531.00	1.618%	42,479.81
A30701	35,697.66	1.327%	34,835.63
A30702	27,344.78	1.017%	26,684.46
A30703	27,980.39	1.040%	27,304.72
A30704	32,311.33	1.201%	31,531.08
A30705	32,282.02	1.200%	31,502.47
A30706	38,912.94	1.447%	37,973.27
A30707	32,126.49	1.194%	31,350.70
A30708	30,656.05	1.140%	29,915.77
A30709	26,878.38	0.999%	26,229.32
A30710	28,766.73	1.069%	28,072.07
A30713	29,161.77	1.084%	28,457.57
A30714	3,156.85	0.117%	3,080.62
A30715	2,288.71	0.085%	2,233.44
A30716	2,444.01	0.091%	2,384.99
A30717	2,458.35	0.091%	2,398.99
A30718	27,524.86	1.023%	26,860.19
A30719	28,918.59	1.075%	28,220.26
A30723	47,734.85	1.775%	46,582.15
A30726	44,998.72	1.673%	43,912.09
A30727	6,492.69	0.241%	6,335.90
A30728	6,267.83	0.233%	6,116.47
A30729	6,029.37	0.224%	5,883.77
A30730	5,694.74	0.212%	5,557.22
A33295	21,646.08	0.805%	21,123.37
A33296	21,579.92	0.802%	21,058.81
A33297	18,468.68	0.687%	18,022.70
C10466	10,364.90	0.385%	10,114.61
C10467	29,490.01	1.096%	28,777.88
C10468	34,995.42	1.301%	34,150.35
C10468A	17,933.08	0.667%	17,500.03
C11007	31,859.34	1.184%	31,090.00
C11008	29,453.85	1.095%	28,742.60
C11009	40,523.91	1.506%	39,545.34
C11804	45,246.58	1.682%	44,153.96
C11805	45,281.87	1.683%	44,188.40
C11806	41,640.50	1.548%	40,634.96
C11807	51,791.68	1.925%	50,541.01
C11813	4,501.36	0.167%	4,392.66
C11821	26,819.44	0.997%	26,171.80

C11826	45,657.97	1.697%	44,555.42
C11827	27,410.59	1.019%	26,748.68
C11828	38,858.74	1.445%	37,920.38
C12199	39,589.95	1.472%	38,633.93
C12201	26,882.57	0.999%	26,233.41
C13064	18,114.36	0.673%	17,676.93
C13065	69,978.40	2.601%	68,288.56
C13068	13,830.99	0.514%	13,497.07
C13069	46,371.12	1.724%	45,251.35
D00556	110,842.23	4.121%	108,165.61
D00556C	80,813.75	3.004%	78,862.26
D00597	36,409.48	1.354%	35,530.26
D00598	36,409.48	1.354%	35,530.26
D00599	46,473.22	1.728%	45,350.96
	2,689,957.13	100.00%	2,625,000.00