

CITY OF BILLINGS

CITY OF BILLINGS VISION STATEMENT:

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

AGENDA

COUNCIL CHAMBERS

February 13, 2012

6:30 P.M.

CALL TO ORDER: Mayor Hanel

PLEDGE OF ALLEGIANCE: Mayor Hanel

INVOCATION: Councilmember McFadden

ROLL CALL: Councilmembers present on roll call were:

MINUTES: January 23, 2012

COURTESIES: Billings Police Department Presentations

PROCLAMATIONS:

ADMINISTRATOR REPORTS - TINA VOLEK

PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Items: #1, #2, #3 AND #4 ONLY.
Speaker sign-in required. (Comments offered here are limited to one (1) minute. Please sign up on the clipboard located at the podium. Comment on items listed as public hearing items will be heard ONLY during the designated public hearing time for each respective item. For Items not on this agenda, public comment will be taken at the end of the agenda.)

1. CONSENT AGENDA -- Separations:

A. Bid Awards:

- 1. Chemicals - Chlorine for Water Plant and Parks, Recreation, and Public Lands.** (Opened 1/31/2012) Recommend DPC Industries, Inc.; \$688 per one-ton cylinder and \$187.50 per 150-lb. cylinder; approximately \$80,050 annually.
- 2. W.O. 12-03, 2010 Street Maintenance Program, City Crack Seal .** (Opened 1/31/2012) Recommend Hardrives Construction, Inc.; \$1,073,622.92.

B. Change Order No. 2 - Kings Green Phase IV Project; Knife River, \$2,876.03.

- C. **Approval** for purchase of 67 Panasonic Toughbook CF31's and docking stations for Police Department; and financing with US Bank for \$92,696.53 per year for four years.
- D. **Professional Services Contract** for W.O. 11-19, Solid Waste Landfill Phase 5 Expansion/Phases 3 & 4 Closure; Great West Engineering, Inc.; not to exceed \$291,900.
- E. **Agreement** with State of Montana Department of Transportation for purchase of an Elgin mechanical street sweeper through the Montana Air and Congestion Initiative (MACI) Program; State of Montana cost - \$175,879; City of Billings cost - \$27,262, plus estimated transportation expense of \$1,000.
- F. **Recommendation of approval** to the Policy Coordinating Committee for Amendment III of the 2010-2014 Transportation Improvement Program (TIP).
- G. **Amendment #12, Architectural Services for MET Transit Building and Bus Maintenance Area Upgrades**, CTA Architects Engineers, Inc.; \$60,946.
- H. **Amendment to Contract** for Yellowstone Family Park Playground for additional playground equipment (SID 1392); Kompan, Inc.; \$10,022.45.
- I. **Approval** of purchase of 36 in-car cameras and nine body-worn cameras for Police Department using drug forfeiture funds - \$240,840; and 35 in-car cameras with 4-year financing through US Bank with annual payments of \$68,189.98 to be paid using drug forfeiture funds.
- J. **Approval** of letters to Senators Baucus and Tester requesting support of Senator Cardin's amendment to Moving Ahead for Progress in the 21st Century (MAP-21).
- K. **Acknowledging Receipt of Petition to Annex #12-01:** two parcels of land totaling 6.48 acres generally located off Nall Avenue along South 27th Street and addressed as 108 Nall Avenue; Donald Lee, petitioner; and setting a public hearing for February 27, 2012.
- L. **Street Closures:**
 - 1. **Yellowstone Rim Runners 5K Shamrock Run and 1-Mile Kids' Race.** Sunday, March 18, 2012; 11:30 a.m. to 2:00 p.m.; starting at 3rd Street West and Avenue B, north to Parkhill, west on Parkhill turning around near the intersection of Parkhill and Nordbye, east on Parkhill, south on 3rd Street West entering Pioneer Park on the service road and finishing the race inside the park. One-mile kids' race to be held on sidewalks around Pioneer Park after the 5K.
 - 2. **Al Bedoo Shrine Elephants on Broadway.** March 27, 2012; 4:00 p.m. to 8:00 p.m.; Under Skypoint between the 2700 and 2800 blocks of 2nd Avenue North and the 100 and 200 blocks of North 28th Street.
 - 3. **Magic City Blues Festival Street Closure Correction.** (Approved 1/23/2012) August 10, 11, 12, 2012; correcting the closing time on August 12 from 1:00 a.m. to 1:00 p.m.

- M. Grant Application Request** to submit Misdemeanor Probation Domestic Violence Grant application for \$84,311 and accept award; City of Billings match - approximately \$64,436 (hard match-\$828; soft match-\$63,608).
- N. Approval** of application for an AmeriCorps VISTA Project, approximately \$15,000 - \$20,000 annually; and **authorization** for staff to negotiate and finalize the project if awarded.
- O. Resolution of Intent** to construct W.O. 10-27, a CTEP project on the north side of Central Avenue from 29th St W to 32nd St W (curb/gutter, sidewalk, drive approaches, and street widening), and set a public hearing date of March 12, 2012.
- P. Resolution of Intent** to adopt the South Billings Master Plan and set a public hearing date of February 27, 2012.
- Q. Resolution** adopting the Emergency Operations Plan for Billings, Laurel, Broadview, and Yellowstone County.
- R. Second/Final Reading Ordinance for Zone Change #879:** a zone change from Residential 9,600 (R-96) to Residential 7,000 (R-70) on property legally described as Lot 8, Block 1, Meadowood Subdivision, generally located on the northwest corner of the intersection of Meadowood Street and Lyman Avenue and addressed as 2302 Meadowood Street. Mark Dawson, owner; BlueLine Engineering, agent. Approval of the zone change and adoption of the determinations of the 12 criteria.
- S. Second/Final Reading Ordinance for Zone Change #880:** a zone change from Residential 9,600 (R-96) to Residential 7,000 (R-70) on an 11,600 square foot parcel of land legally described as Lot 16, Block 6, Suncrest Acres Subdivision, generally located on the southeast corner of the intersection of Parkhill Drive and 12th Street West; Patrick Naglich, applicant. Approval of the zone change and adoption of the determinations of the 12 criteria.
- T. Second/Final Reading Ordinance for Zone Change #881:** a zone change from Residential 6,000 (R-60) to Community Commercial (CC) on a 27,101 square foot parcel of land legally described as Lot 1, Block 4 and all of Block 1, Central Avenue Addition, 2nd Filing, generally located at 640 St. Johns Avenue; AG Holdings, Inc., owner; Allen Greene, representative. Approval of the zone change and adoption of the determinations of the 12 criteria.
- U. Preliminary Plat Two-Year Extension** for High Sierra Subdivision, 6th Filing; generally located north of Annandale Road and east of Greenbriar Road in the Lake Hills area; setting a new expiration date of February 9, 2014.
- V. Bills and Payroll:**
1. January 9, 2012
 2. January 17, 2012

REGULAR AGENDA:

2. **MEMORDANDUM OF UNDERSTANDING** with Beartooth RC&D Economic Development District, \$9,447.59 annual expense. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
3. **W.O. 10-08, WATER TREATMENT PLANT CLEARWELL NO. 1 ROOF REPLACEMENT.** (Opened 1/24/2012) Recommend Hardy Construction Company; \$767,368. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
4. **2011 CTEP PROJECT RECOMMENDATIONS TO POLICY COORDINATING COMMITTEE (PCC)** for funding of the Shiloh Conservation Area, Hillner Lane Sidewalk and Highway 87 Crossing in Lockwood, a Bicycle and Education Program, Aronson By-Pass Trail Segment, and the Will James Connection. Staff recommends consideration of the Technical Advisory Committee and Planning Board recommendations and formulation of a recommendation to be taken to the Policy Coordinating Committee by the city's PCC representative. (Action: approval or disapproval of staff recommendation.)

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

Regular City Council Meeting

Meeting Date: 02/13/2012

TITLE: Bid Award - Chemicals - Chlorine for Water Plant

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

The Public Works Water Treatment Facility uses chlorine to disinfect the City's public water supply. Lesser amounts of chlorine are used by the Department of Parks, Recreation and Public Lands (PRPL). Both users are supplied under one contract. The current contract for this chemical expires on March 9, 2012, so staff requested bids for a new contract. The contract would be for one year with the possibility of two, one-year extensions if prices for chlorine remain agreeable to the City and the Contractor.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the bid for the chlorine from DPC Industries, Inc. in the amount of \$80,050; or
- Reject all bids and not award the purchase of the chlorine. If the Council rejects this bid, chlorine will have to be purchased at market prices multiple times per month as chlorine cylinders need to be replaced.

FINANCIAL IMPACT

Adequate funding for this agreement is available in the Water Operations and Maintenance Account and in the PRPL budget. Bids were received on January 31, 2012. One supplier responded to the request for bid. The bidding result is as follows:

<u>Supplier</u>	<u>Unit Bid \$/1-ton cylinder</u>	<u>Unit Bid \$/150-lb cylinder</u>
DPC Industries, Inc.	\$688.00	\$187.50

Assuming (100) one-ton cylinders and (60) 150-lb cylinders per year, the total expense for chlorine would be \$80,050.

RECOMMENDATION

Staff recommends that Council accept the bid from DPC Industries, Inc. to supply the City with chlorine for at least one year with the initial price of \$688.00 per one-ton cylinder and \$187.50 per 150-lb cylinder.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 02/13/2012

TITLE: WO 12-03 City Chip Seal Bid Award

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

Bids were received and evaluated for the 2012 Street Maintenance Program, City Chip Seal, on January 31, 2012. This project is part of the on-going Street Preventative Maintenance Program supported by the City Council since 1985. Annually, staff identifies streets proposed for preventative maintenance. Staff bids this work in three contracts: chip seal resurfacing; overlay resurfacing; and crack sealing. This contract will provide chip sealing on approximately 25 miles of streets throughout the city.

ALTERNATIVES ANALYZED

The Council may:

- Award Work Order 12-03 City Chip Seal, to Hardrives Construction, Inc. in the amount of \$1,073,622.92; or
- Reject all bids and not award Work Order 12-03 City Chip Seal.

FINANCIAL IMPACT

Funding for WO 12-03 City Chip Seal, will be provided from the FY12 budget, which totals \$2,300,000. Bids for this project are as follows:

WO 12-03 City Chip Seal Bids

Contractor	Bid Amount
Engineer's Estimate	\$1,057,553.00
Hardrives Construction, Inc.	\$1,073,622.92
Knife River - Billings	\$1,148,417.85

RECOMMENDATION

Staff recommends that Council approve the construction contract for WO 12-03 City Chip Seal with Hardrives Construction, Inc. in the amount of \$1,073,622.92.

APPROVED BY CITY ADMINISTRATOR

Attachments

2012 Chip Seal Area Maps

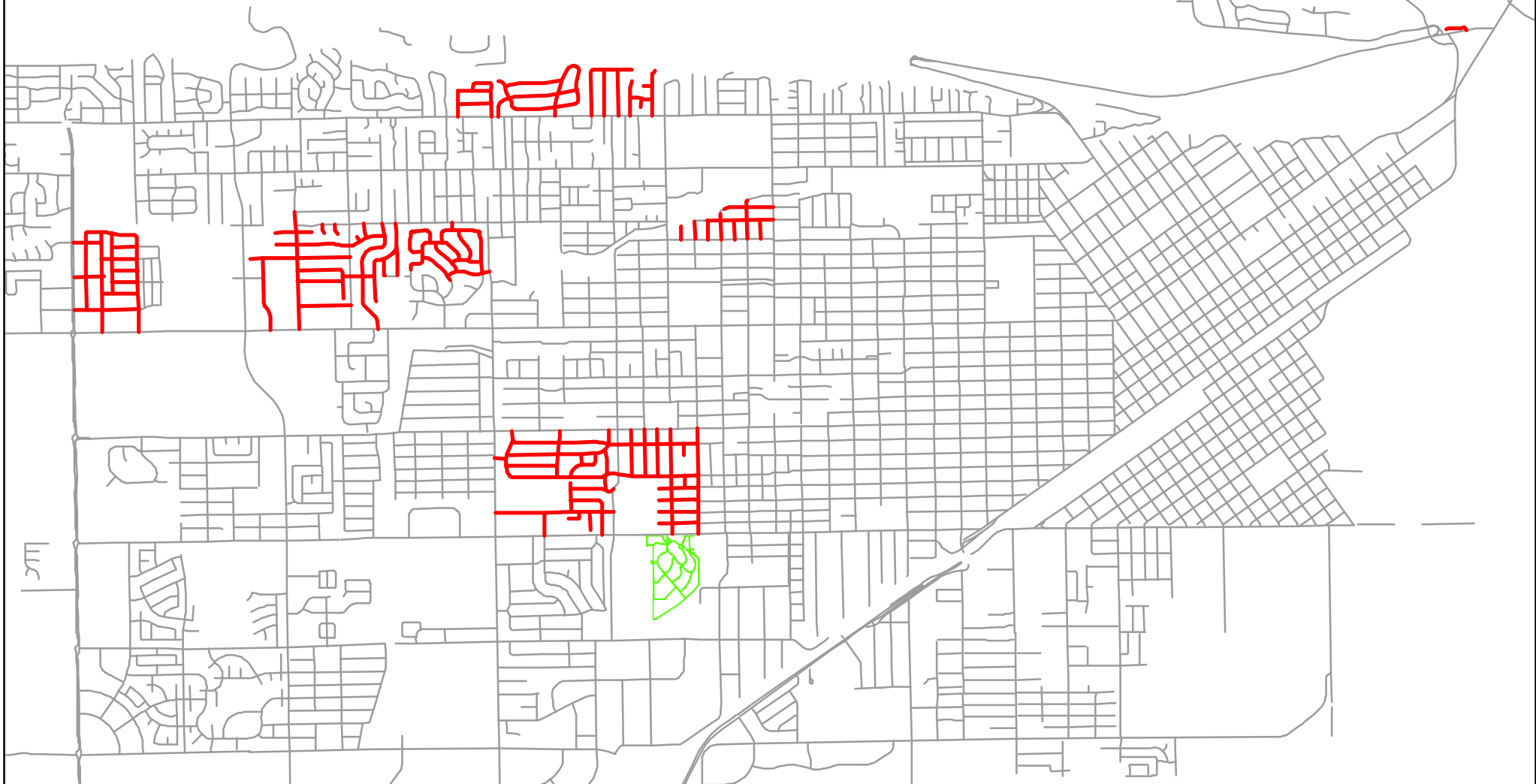
2012 Chip Seal Areas

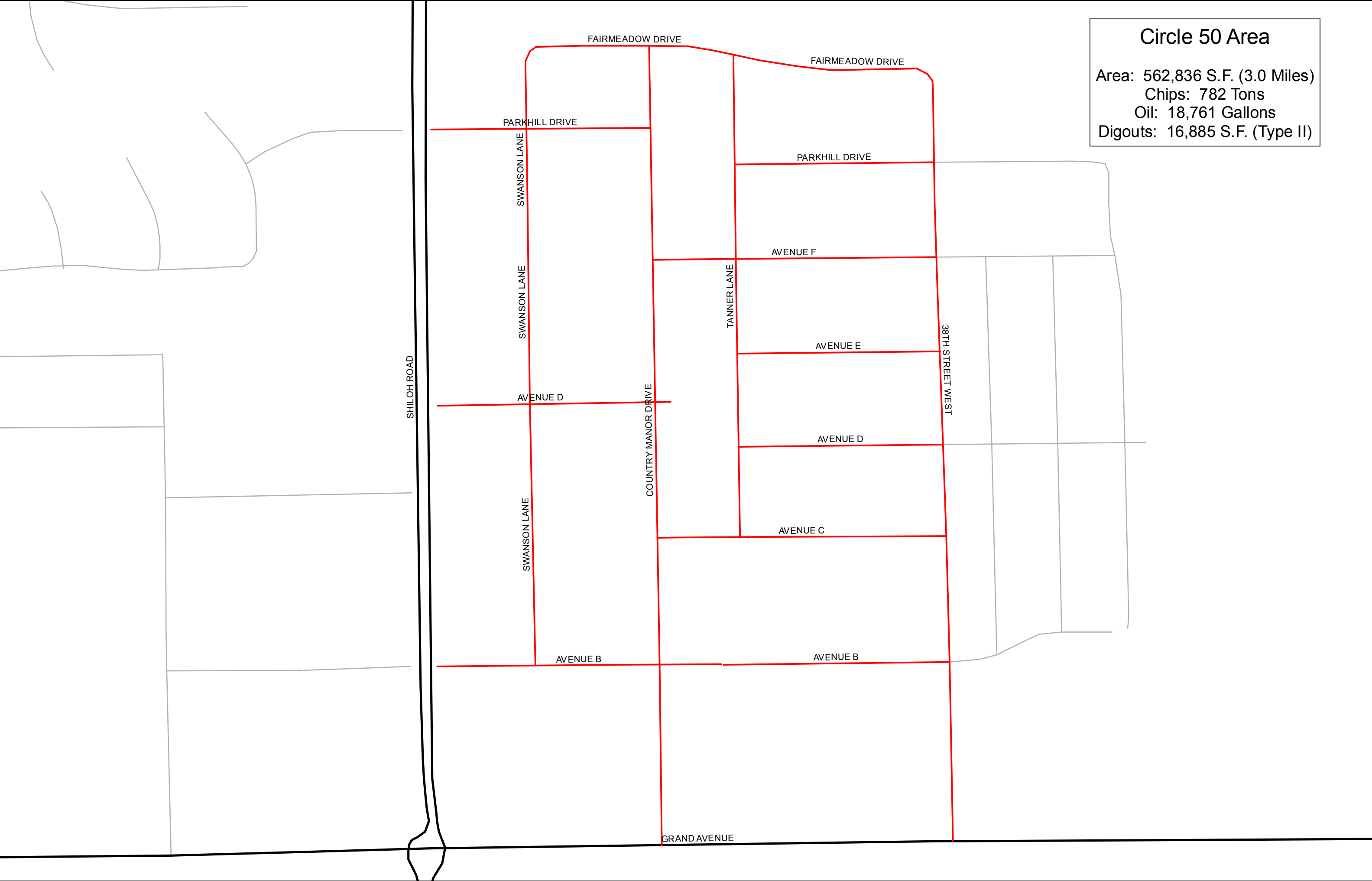
Area: 4,712,048 S.F. (Sched. I) & 270,000 S.F. (Sched. II)

Chips: 6,545 Tons (Sched. I) & 375 Tons (Sched. II)

Oil: 157,068 Gallons (Sched. I) & 9,000 (Sched. II)

Digouts (Type II): 141,361 S.F. (Sched. I) & 13,500 S.F. (Sched. II)





Forest Park Area

Area: 1,224,123 S.F.
Chips: 1,700 Ton
Oil: 40,804 Gallons
Digouts: 36,724 S.F. (Type II)

GOLDEN BOULEVARD

FAIRMEADOW DRIVE

PARKHILL DRIVE

AVENUE F

AVENUE E

AVENUE D

AVENUE C

32ND STREET WEST

HOPE CIRCLE

FAYE CIRCLE

Rehberg

GLENDALE LANE

PATRICIA LANE

WESTWOOD DRIVE

28TH STREET WEST

Colton

LYNDALE LANE

NORTHTRIDGE CIRCLE

FOREST PARK DRIVE

CAMDEN DRIVE

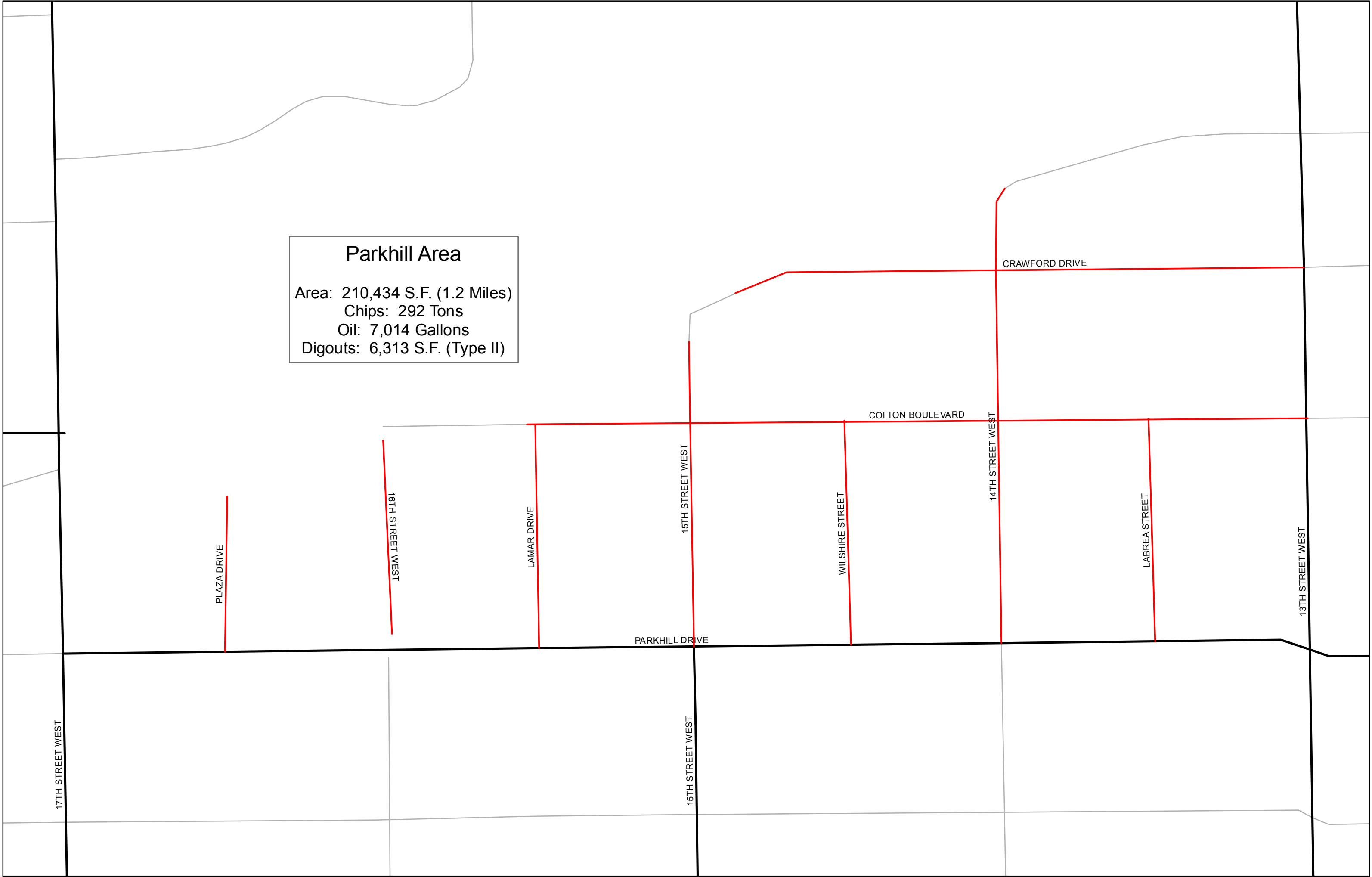
FERN DRIVE

EASTRIDGE DRIVE

APPLEWOOD AVENUE

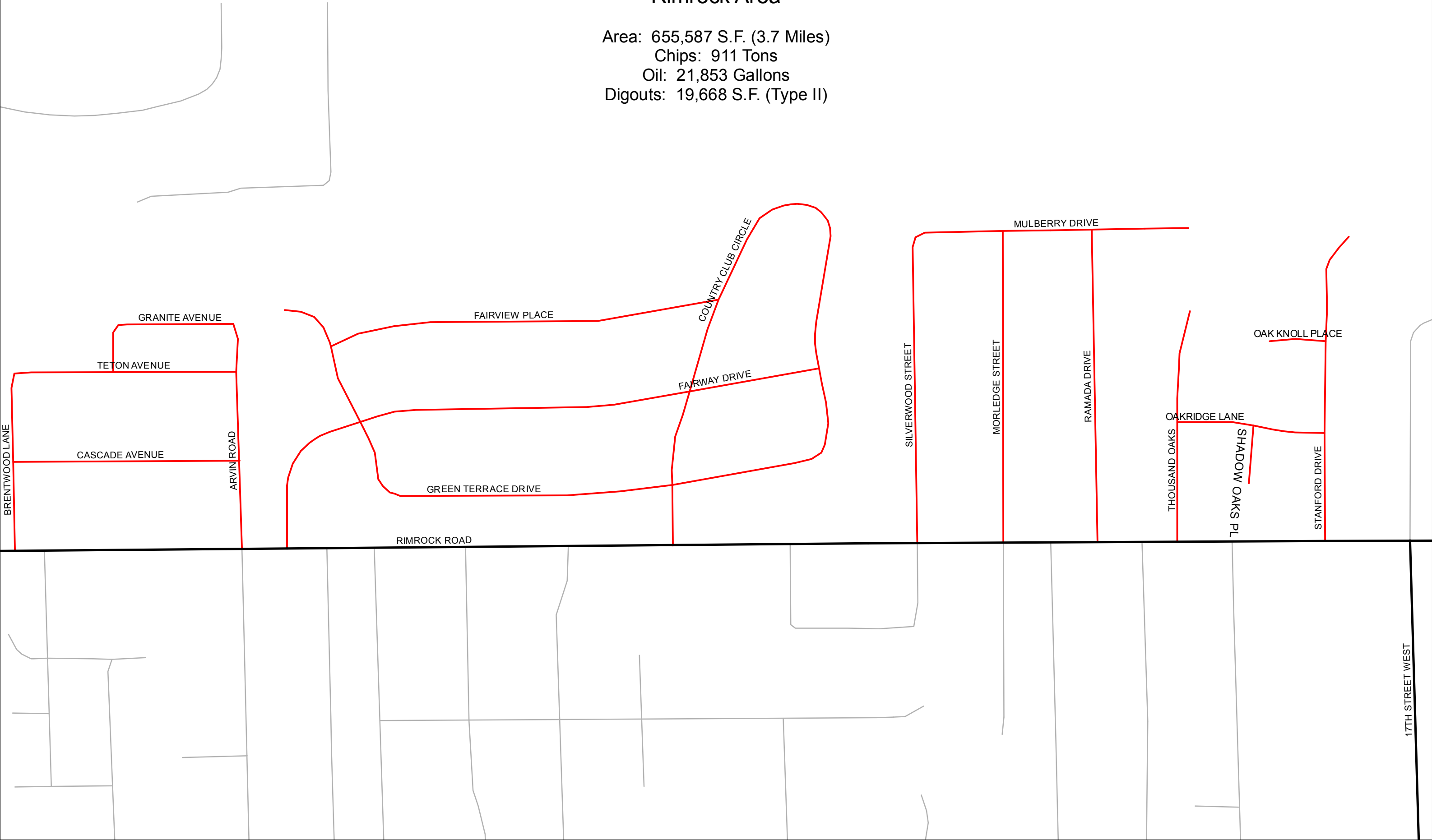
24th

Grand



Rimrock Area

Area: 655,587 S.F. (3.7 Miles)
Chips: 911 Tons
Oil: 21,853 Gallons
Digouts: 19,668 S.F. (Type II)



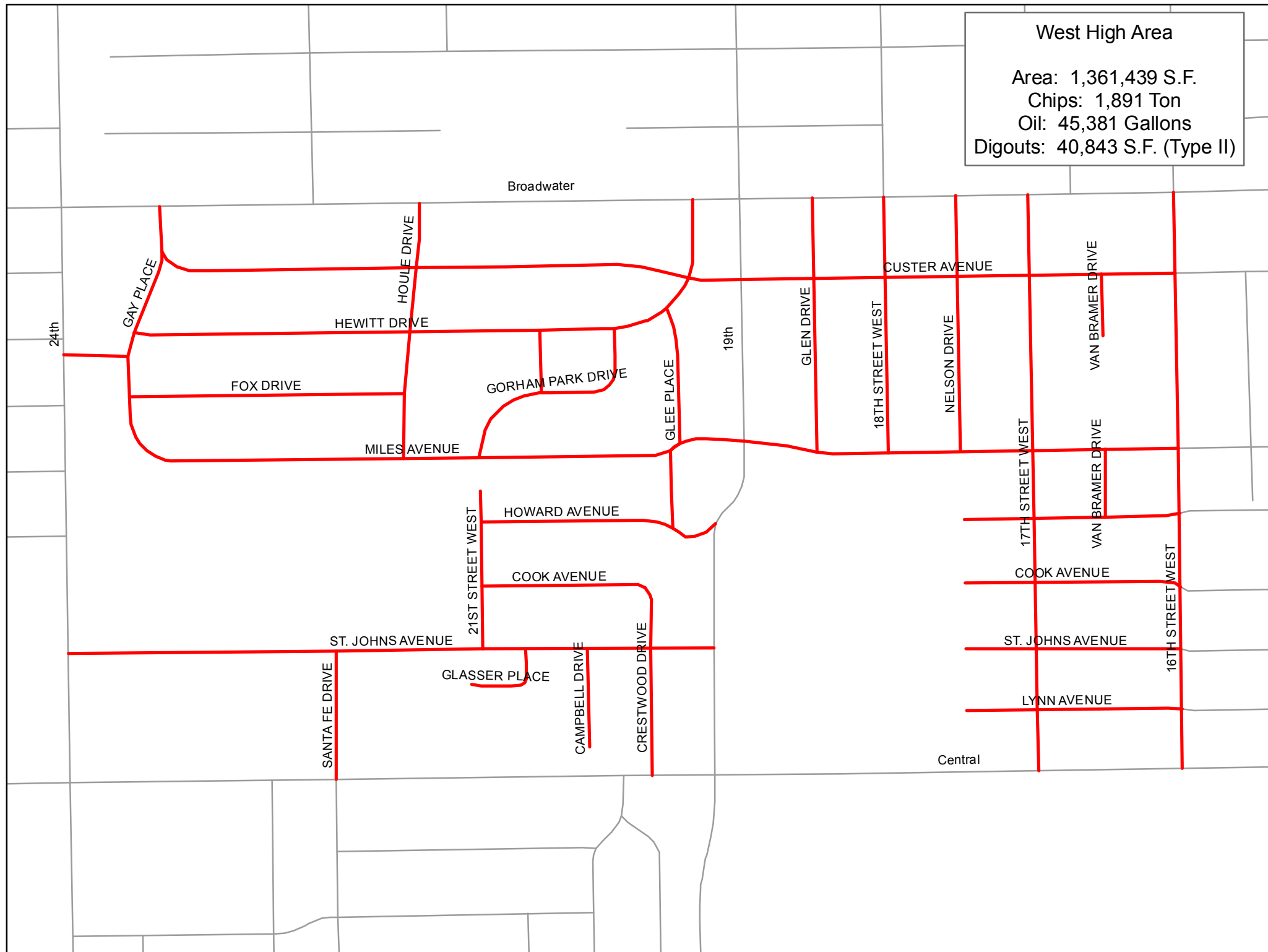
West High Area Area: 1,361,439 S.F. Chips: 1,891 Ton Oil: 45,381 Gallons Digouts: 40,843 S.F. (Type II)

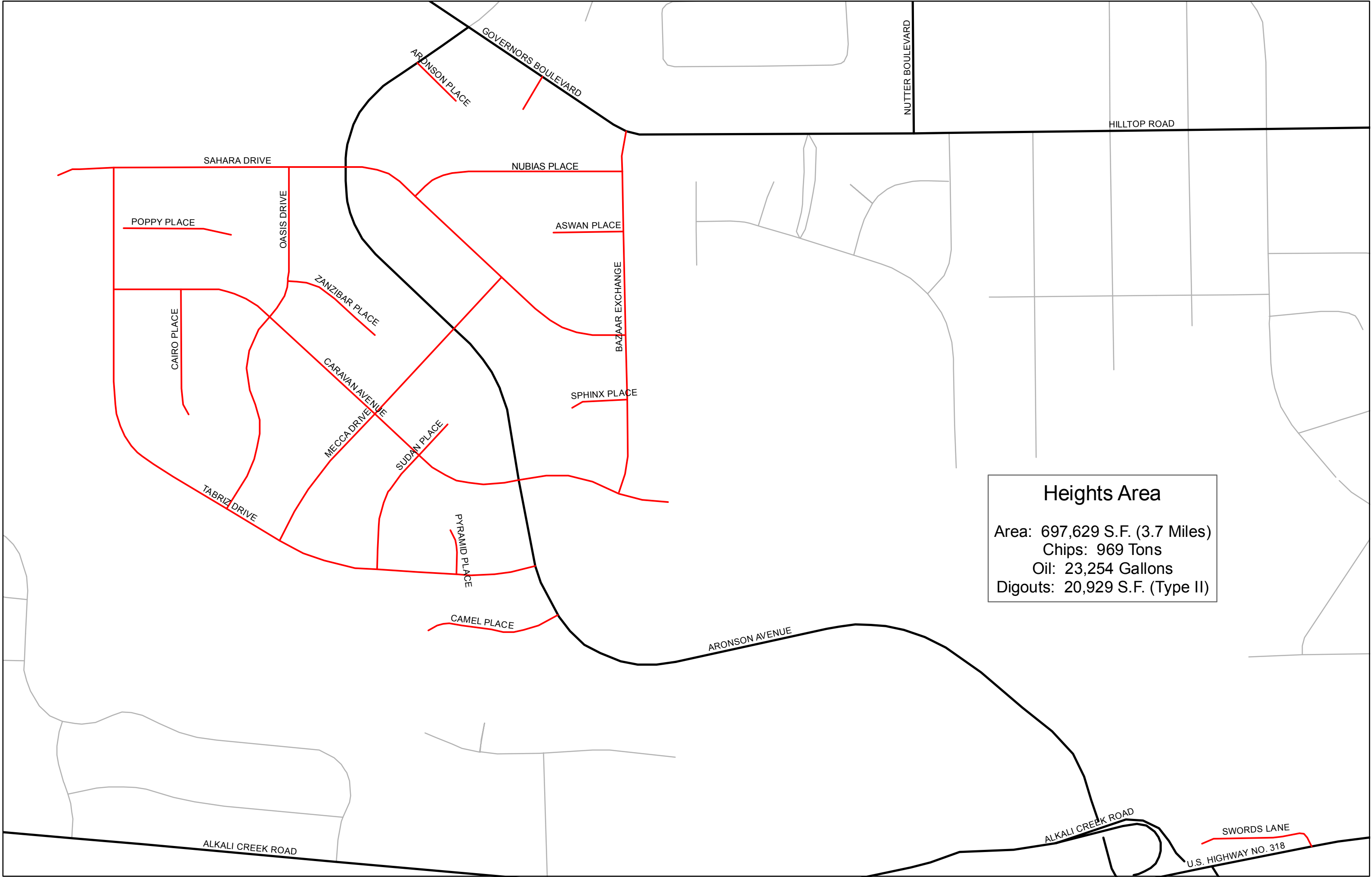
West High Area Area: 1,361,439 S.F. Chips: 1,891 Ton Oil: 45,381 Gallons Digouts: 40,843 S.F. (Type II)

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Heights Area

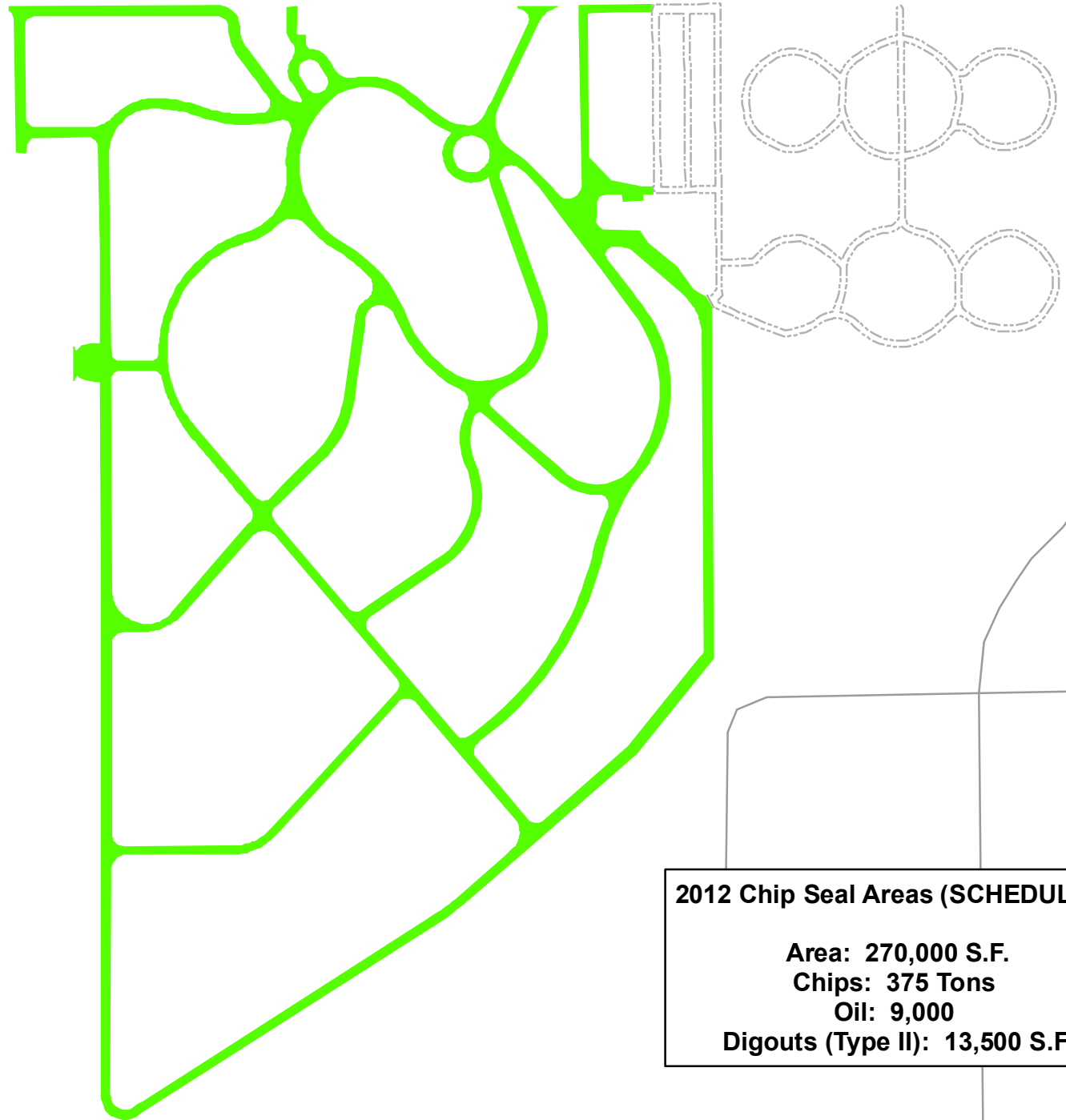
Area: 697,629 S.F. (3.7 Miles)

Chips: 969 Tons

Oil: 23,254 Gallons

Digouts: 20,929 S.F. (Type II)

Central



2012 Chip Seal Areas (SCHEDULE II)

Area: 270,000 S.F.
Chips: 375 Tons
Oil: 9,000
Digouts (Type II): 13,500 S.F.

Regular City Council Meeting

Meeting Date: 02/13/2012

TITLE: Kings Green Phase IV Change Order #2

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

The Community Development Division is managing the Kings Green Phase IV Project that is installing site improvements in the final phase of the King's Green Subdivision. The City Council awarded the construction contract to Knife River on October 24, 2011. Shortly after the contract was awarded, staff realized the installation of sidewalks had inadvertently been left out of the design and original bid documents. The addition of sidewalks resulted in Change Order #1, for \$26,434.40 or 10.95% of the contract, which the City Council approved at their January 9, 2012, meeting. Change Order #2, for \$2,876.03, or 1.2% of the contract, became necessary when Knife River found a storm drain connection shifted horizontally and vertically. This section of pipe has been relaid and the connection made. Also, due to the shallow depth of the storm drain near the existing manhole and inlets to the north, the contractor had to field fit the manhole and existing inlets together with some additional concrete and cutting work. Because the City Administrator's signing authority is the lower of \$100,000 or 10% of the contract for cumulative project change orders, the City Council is being asked to approve this and any subsequent change orders on the Kings Green Phase IV Project.

ALTERNATIVES ANALYZED

The City Council may:

1. Approve Change Order #2.
2. Not approve Change Order #2.

FINANCIAL IMPACT

A total of \$389,043 was budgeted for this project in the Affordable Housing Fund in the FY 2011/2012 budget. Because of the favorable construction bid price (\$241,388.30), staff anticipates that the completed project will be under budget, even with the two change orders to date.

RECOMMENDATION

Staff recommends that the City Council approve the King's Green Phase IV Change Order #2 for \$2,876.03.

APPROVED BY CITY ADMINISTRATOR

Attachments

KG4 CO No. 2

PROJECT: P-631 Kings Green Subdivision,
Third Filing, Phase IV

DATE OF ISSUANCE:

January 5, 2012

OWNER: City of Billings
Community Development
510 North Broadway, Fourth Floor
Billings, MT 59101

OWNER PROJ. NO. _____

CONTRACTOR: Knife River - Billings
4014 Hesper Road
Billings, MT 59108

ENGINEER:

SANDERSON STEWART

ENGINEER PROJ. NO. _____

78168.43

CONTRACT FOR: Private Contract No. 631, To Provide Water, Sanitary Sewer, Storm Drain, and Street Improvements for
Phase IV of Kings Green Subdivision, Third Filing

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

Purpose of Change Order: Additional work due to Storm Drain field modifications.

Explanation of Items. See page two for explanation

Attachments: NA

CHANGE IN CONTRACT PRICE:

Original Contract Price

\$241,388.30

Previous Change Order No. 1

\$26,434.40

Contract Price prior to this Change Order

\$267,822.70

Net INCREASE of this Change Order

\$ 2,876.03

Contract Price with all approved Change Orders

\$270,698.73**CHANGE IN CONTRACT TIME:**

Original Contract Time

60
days or date

Net change from previous Change Orders

0
days

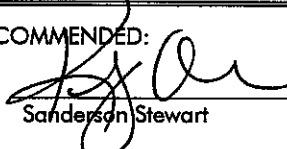
Contract Time prior to this Change Order

60
days or date

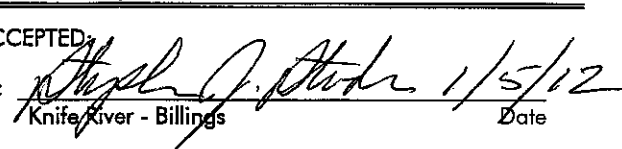
Net INCREASE of this Change Order

0
days

Contract Time with all approved Change Orders

60
days or date**RECOMMENDED:**by: 

Sanderson Stewart

1/5/12
Date**ACCEPTED:**by: 

Knife River - Billings

1/5/12
Date**APPROVED:**

by: _____

City of Billings

Date

by: _____

City Administrator

Date

PROJECT: P-631 Kings Green Subdivision,
Third Filing, Phase IV

DATE OF ISSUANCE:

January 5, 2012

Bid Item	Description	Unit	Price	Quantity Increase / Decrease	Dollar Amount Increase / Decrease

CHANGE ORDER NO. TWO

CO 128	Storm Drain Modifications	LS	\$ 2,876.03	1.00	\$ 2,876.03	\$ -

TOTAL NET INCREASE \$ 2,876.03

EXPLANATION OF ITEMS

Item No.

CO 128	Storm Drain connection at 1+03 was found to have shifted horizontally as well as vertically. This section of pipe was relayed and the connection was made. Also, due to the shallow depth of the storm drain near the existing manhole and inlets to the north, the contractor had to field fit the manhole and existing inlets together with some additional concrete and cutting work.

Regular City Council Meeting

Meeting Date: 02/13/2012

TITLE: Purchase of Panasonic Toughbook CF31's for Police Department

PRESENTED BY: Rich St. John

Department: Police

Information

PROBLEM/ISSUE STATEMENT

In August 2007, the Billings Police Department switched its Mobile Data Terminals (MDT's) in its patrol vehicles from an 800 MHz system to a secure cellular broadband system. During that changeover 74 Panasonic Toughbooks were purchased for the patrol vehicles. This equipment is imperative to secure police communications and criminal record retrieval. With the evolution and implementation of field report writing this technology is essential. Field report writing software allows seamless electronic communication with agencies such as the City and County Attorney's office, City records, NCIC and dispatch. Through this program, the officers are able to write their reports directly into the computerized database, which streamlines officer reporting.

The BPD needs to replace the aging Panasonic Toughbooks as they have reached their life expectancy and warranties have expired. The patrol unit's fleet of vehicles has grown from 74 to 78 since 2007. The BPD currently has 80 Toughbooks, 78 are assigned to individual patrol units. One is used as a master clone in IT, and one is used as a spare by the records supervisor to assist in troubleshooting field problems. The budget will allow the department to lease 67 new Panasonic Toughbooks CF31's and docking stations. BPD staff has identified 13 salvageable Toughbooks from existing inventory that will be retained in the new system.

A committee was formed that included members from the IT Division, Police Department Administration, first line patrol officers, Finance Department and Fleet Services to test and research replacement possibilities. Comparable equipment was evaluated and field tested, including Panasonic CF53's, CF31's and Dell's Ruggedized mobile system. The committee recommends leasing 67 new Panasonic Toughbooks CF31's and docking stations to replace the present MDTs.

A bidding process is not necessary for this project because local government agencies are allowed to purchase from state contracts and the competitive pricing.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the purchase of 67 Panasonic Toughbooks CF31's and docking stations and financing with US Bank, or
- Not approve the purchase of 67 Panasonic Toughbooks CF31's and docking stations and financing with US Bank, which would result in the BPD working with obsolete equipment and increasing maintenance costs.

FINANCIAL IMPACT

The purchase price for 67 Panasonic Toughbooks CF31's and the docking stations is \$360,149. In order to lessen the budget impact for FY12 and future years, financing for four years has been negotiated with US Bank at a cost of \$92,696.53 per fiscal year to fund the purchase. The financing option allows the Department to level out the on-going costs of purchasing and maintaining reliable mobile computers for the police officers in the field. The new units would be under full warranty and supported by IT staff. The current Toughbook system has been in the budget for the last four years and the purchase and lease of the new system would not require additional budget authority.

RECOMMENDATION

Staff recommends that Council approve the purchase of 67 new Panasonic Toughbook CF31's and docking stations and the financing with US Bank with a payment of \$92,696.53 per year for four years.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution

Purchase Agreement

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 AUTHORIZING CERTAIN IMPROVEMENTS TO CITY POLICE VEHICLES AND APPROVING A LEASE-PURCHASE AGREEMENT IN CONNECTION THEREWITH" (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 February 13, 2012, 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 __ day of February, 2012.

(SEAL)

City Clerk

RESOLUTION NO. ____

RESOLUTION AUTHORIZING CERTAIN IMPROVEMENTS
TO CITY POLICE VEHICLES AND APPROVING A LEASE-
PURCHASE AGREEMENT IN CONNECTION THEREWITH

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

Section 1. Recitals, Authorization and Findings.

1.01. The City proposes to purchase new lap-top computers or "Toughbooks" and related equipment (the "Toughbook Improvements") and new cameras and related equipment (the "Camera Improvements") for use in the City's police vehicles. The total cost of the Toughbook Improvements is estimated to be \$360,149 and the total cost of the Camera Improvements is estimated to be \$264,935.

1.02. The City is a party to the Master Tax-Exempt Installment Purchase Agreement dated October 28, 2011 with U.S. Bancorp Government Leasing and Finance, Inc., as successor in interest to U.S. Bancorp Equipment Finance, Inc., as lessor ("U.S. Bancorp"), in the form attached hereto as Exhibit A (the "Lease-Purchase Agreement"). The financing of the Toughbook Improvements will be pursuant to the Lease-Purchase Agreement and will be further governed by the terms and conditions set forth in Property Schedule No. 3 to the Lease-Purchase Agreement, substantially in the form attached hereto as Exhibit B (the "Toughbook Property Schedule"), and the financing of the Camera Improvements will be pursuant to the Lease-Purchase Agreement and will be further governed by the terms and conditions set forth in Property Schedule No. 4, substantially in the form attached hereto as Exhibit C to the Lease-Purchase Agreement (the "Camera Property Schedule").

1.03. The installment payments payable by the City pursuant to the Toughbook Property Schedule with respect to the Toughbook Improvements (the "Toughbook Installment Payments") shall constitute current expenses of the City's Public Safety Fund and shall not in any way be construed to be debts of the City in contravention of any applicable constitutional or statutory limitation or requirements concerning the creation of indebtedness by the City, nor shall anything contained therein constitute a pledge of the general tax revenues, funds or money of the City. The Toughbook Installment Payments shall be payable only from current funds which are budgeted and appropriated solely from the City's Public Safety Fund for such purpose during the fiscal year of the City for which such funds were budgeted and appropriated. The City has not pledged the full faith and credit of the City, Yellowstone County or the State of Montana to the payment of amounts due under the Lease-Purchase Agreement, the Toughbook Property Schedule.

1.04. The installment payments payable by the City pursuant to the Camera Property Schedule with respect to the Camera Improvements (the "Camera Installment Payments") shall constitute current expenses of the City's Drug Forfeiture Fund and shall not in any way be construed to be debts of the City in contravention of any applicable constitutional or statutory limitation or requirements concerning the creation of indebtedness by the City, nor shall anything

contained therein constitute a pledge of the general tax revenues, funds or money of the City. The Camera Installment Payments shall be payable only from funds which are budgeted and appropriated solely from the City's Drug Forfeiture Fund for such purpose during the fiscal year of the City for which such funds were budgeted and appropriated. The City has not pledged the full faith and credit of the City, Yellowstone County or the State of Montana to the payment of amounts due under the Lease-Purchase Agreement, the Camera Property Schedule.

1.05. Pursuant to Montana Code Annotated, Section 44-12-206, all proceeds deposited into the City's Drug Forfeiture Fund may be expended by the confiscating agency for drug laws enforcement and education concerning drugs. It is hereby found that the Camera Improvements constitute an appropriate use of proceeds deposited into the City's Drug Forfeiture Fund.

Section 2. Approval of Improvements and Agreements.

2.01. The City hereby approves the Toughbook Improvements and the Camera Improvements. All actions heretofore taken by officers of the City in connection with such Improvements, to the extent not inconsistent with the provisions of this Resolution, are hereby ratified, approved and confirmed.

2.02. The City hereby approves the forms of the Toughbook Property Schedule and the Camera Property Schedule. Each of the Mayor, the City Administrator and the City Finance Director is hereby authorized and directed to approve, execute and deliver to U.S. Bancorp the Toughbook Property Schedule and the Camera Property Schedule, together with such modifications thereto as may be approved by the officer or officers executing the same, which approval shall be conclusively evidenced by the execution thereof. Each of the Mayor, the City Administrator and the City Finance Director is also authorized to enter into and deliver such other documents and certificates as may be necessary or desirable in connection therewith, in the opinion of Dorsey & Whitney LLP, as special counsel to the City, or as may be reasonably required by U.S. Bancorp.

Section 3. Tax Matters.

3.01. General Covenant. The City covenants and agrees that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the portion of the Toughbook Installment Payments and Camera Installment Payments designated as interest 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 portion of the Toughbook Installment Payments and the Camera Installment Payments designated as interest will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

3.02. Improvements. The Toughbook Improvements and the Camera Improvements are and will be owned and operated by the City for the benefit of the general public. No user of the Toughbook Improvements or the Camera Improvements is granted any concession, license or special arrangement with respect thereto. Except for the Lease-Purchase Agreement, the Toughbook Property Schedule and the Camera Property Schedule, the City shall not enter into any lease, use or other agreement with any non-governmental person relating to the use of the

Toughbook Improvements or the Camera Improvements or security for the payment of amounts due under the Toughbook Property Schedule and the Camera Property Schedule that might cause the Toughbook Property Schedule, the Camera Property Schedule or any payments to be made in connection therewith to be considered an “arbitrage bond” or “private loan bond” within the meaning of Sections 148 and 141 of the Internal Revenue Code of 1986, as amended (the “Code”).

3.03. Arbitrage Certification. The Mayor, the City Finance Director and the City Clerk, being the officers of the City charged with the responsibility for executing the Toughbook Property Schedule and the Camera Property Schedule, are authorized and directed to execute and deliver to U.S. Bancorp 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 execution and delivery of the Toughbook Property Schedule and the Camera Property Schedule, it is reasonably expected that the proceeds of the Toughbook Property Schedule and the Camera Property Schedule will be used in a manner that would not cause the Toughbook Property Schedule or the Camera Property Schedule, respectively, to be “arbitrage bonds” within the meaning of Section 148 of the Code and the Regulations.

3.05. Arbitrage Rebate. The City acknowledges that the Toughbook Property Schedule and the Camera Property Schedule 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 Regulations to preserve the exclusion of interest on the Toughbook Property Schedule and the Camera Property Schedule from gross income for federal income tax purposes, unless the Toughbook Property Schedule and the Camera Property Schedule qualify for the exception from the rebate requirement under Section 148(f)(4)(B) of the Code and no “gross proceeds” of the Toughbook Property Schedule and the Camera Property Schedule 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.

3.06. Information Reporting. The City shall file with the Secretary of the Treasury, not later than May 15, 2012, a statement concerning the Toughbook Property Schedule and the Camera Property Schedule containing the information required by Section 149(e) of the Code.

Section 4. Transcript Certification. The officers of the City are directed to furnish to U.S. Bancorp certified copies of all proceedings and information in their official records relevant to the authorization of the Lease-Purchase Agreement, the Toughbook Property Schedule, the Camera Property Schedule and such certificates and affidavits as to other matters appearing in their official records or otherwise known to them as may be reasonably required to evidence the validity and enforceability of the Lease-Purchase Agreement, the Toughbook Property Schedule, the Camera Property Schedule and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations and recitals of the City as to the

correctness of all facts stated therein and the completion of all proceedings stated therein to have been taken.

Section 5. Effective Date. This Resolution shall become effective upon passage and all provisions of ordinances, resolutions and other actions and proceedings of the City which 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.

Adopted this 13th day of February, 2012.

CITY OF BILLINGS, MONTANA

Mayor

Attest: _____
City Clerk

(SEAL)

EXHIBIT A

MASTER TAX-EXEMPT INSTALLMENT PURCHASE AGREEMENT

Between: U.S. Bancorp Equipment Finance, Inc. (the
"Seller")
13010 SW 68th Parkway, Suite 100
Portland, Oregon 97223

And: City of Billings, Montana (the "Purchaser")
P.O. Box 1178
Billings, Montana 59103
Attention: Finance Director
Telephone: (406) 657-8209

Dated: October 28, 2011

ARTICLE I DEFINITIONS

The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Master Tax-Exempt Installment Purchase Agreement, including all exhibits and schedules attached hereto.

"Code" is defined in Section 3.01(f).

"Commencement Date" is the date when the term of a Property Schedule and Purchaser's obligation to pay Installment Payments thereunder commences, which date shall be set forth in such Property Schedule.

"Event of Default" is defined in Section 13.01.

"Installment Payments" means the installment payments payable by Purchaser under Article VI of this Agreement and each Property Schedule, as set forth in each Property Schedule.

"Installment Payment Dates" means the Installment Payment dates for the Installment Payments as set forth in each Property Schedule.

"Net Proceeds" is defined in Section 9.01.

"Nonappropriation Event" is defined in Section 6.06.

"Property" means, collectively, the property purchased pursuant to this Agreement, and with respect to each Property Schedule, the property described in such Property Schedule, and all

replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article IX.

“Property Schedule” means a Property Schedule in the form attached hereto for Property Schedule 1. Subsequent Property Schedules pursuant to this Agreement shall be numbered consecutively, beginning with Property Schedule 2.

“Purchaser” means the entity identified as such in the first paragraph hereof, and its permitted successors and assigns.

“Seller” means the entity identified as such in the first paragraph hereof, and its successors and assigns.

“State” means the state where Purchaser is located.

“Term” means, with respect to a Property Schedule, the Term set forth in such Property Schedule.

“Vendor” means the manufacturer or contractor of the Property as well as the agents or dealers of the manufacturer or contractor from whom Seller or Purchaser arranged for the purchase of all or any portion of the Property.

ARTICLE II

2.01 Property Schedules Separate Financings. Each Property Schedule executed and delivered under this Agreement shall be a separate financing, distinct from other Property Schedules. Without limiting the foregoing, upon the occurrence of an Event of Default with respect to a Property Schedule, Seller shall have the rights and remedies specified herein with respect to the Property financed and the Installment Payments payable under such Property Schedule, and except as expressly provided in Section 12.02 below, Seller shall have no rights or remedies with respect to Property financed or Installment Payments payable under any other Property Schedules unless an Event of Default has also occurred under such other Property Schedules.

ARTICLE III

3.01 Covenants of Purchaser. As of the Commencement Date for each Property Schedule executed and delivered hereunder, Purchaser shall be deemed to represent, covenant and warrant for the benefit of Seller as follows:

- (a) Purchaser is a public body corporate and politic duly organized and existing under the constitution and laws of the State and its home rule charter with full power and authority to enter into this Agreement and the Property Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder.
- (b) Purchaser will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent

Purchaser should merge with another entity under the laws of the State, Purchaser agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Purchaser's rights and shall assume Purchaser's obligations hereunder.

- (c) Purchaser has been duly authorized to execute and deliver this Agreement and the Property Schedule by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Property Schedule, and Purchaser has complied with such public bidding requirements as may be applicable to this Agreement and the Property Schedule and the acquisition by Purchaser of the Property thereunder. On or before the Commencement Date for the Property Schedule, Purchaser shall cause to be delivered an opinion of counsel in substantially the form of Exhibit 2 to the Property Schedule.
- (d) During the Term for the Property Schedule, the Property thereunder will perform and will be used by Purchaser only for the purpose of performing essential governmental uses and public functions within the permissible scope of Purchaser's authority.
- (e) Purchaser will provide Seller with current financial statements, budgets and proof of appropriation for the ensuing fiscal year and other financial information relating to the ability of Purchaser to continue this Agreement and the Property Schedule in such form and containing such information as may be requested by Seller.
- (f) Purchaser will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest component of Installment Payments under the Property Schedule and will not use or permit the use of the Property in such a manner as to cause a Property Schedule to be a "private activity bond" under Section 141(a) of the Code. Purchaser covenants and agrees that it will use the proceeds of the Property Schedule as soon as practicable and with all reasonable dispatch for the purpose for which the Property Schedule has been entered into, and that no part of the proceeds of the Property Schedule shall be invested in any securities, obligations or other investments except for the temporary period pending such use nor used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Agreement, would have caused any portion of the Property Schedule to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the regulations of the Treasury Department thereunder proposed or in effect at the time of such use and applicable to obligations issued on the date of issuance of the Property Schedule.

- (g) The execution, delivery and performance of this Agreement and the Property Schedule and compliance with the provisions hereof and thereof by Purchaser does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Purchaser is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Purchaser or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Purchaser or to which it is subject.
- (h) Purchaser's exact legal name is as set forth on the first page of this Agreement. Purchaser will not change its legal name in any respect without giving thirty (30) days prior notice to Seller.

ARTICLE IV

4.01 Sale of Property. On the Commencement Date of each Property Schedule executed hereunder, Seller will be deemed to sell, transfer and convey to Purchaser, and Purchaser will be deemed to purchase and accept from Seller, the Property described in such Property Schedule, in accordance with this Agreement and such Property Schedule, for the Term set forth in such Property Schedule.

4.02 Term. The term of each Property Schedule shall commence on the Commencement Date set forth therein and shall terminate upon payment of the final Installment Payment set forth in such Property Schedule, unless terminated sooner pursuant to this Agreement or the Property Schedule.

4.03 Delivery, Installation and Acceptance of Property. Purchaser shall order the Property, shall cause the Property to be delivered and installed at the locations specified in the applicable Property Schedule and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. To the extent funds are deposited under an escrow agreement or trust agreement for the acquisition of the Property, such funds shall be disbursed as provided therein. When the Property described in such Property Schedule is delivered, installed and accepted as to Purchaser's specifications, Purchaser shall immediately accept the Property and evidence said acceptance by executing and delivering to Seller the Acceptance Certificate substantially in the form attached to the Property Schedule.

ARTICLE V

5.01 Location; Inspection. The Property will be initially located or based at the location specified in the applicable Property Schedule. Seller shall have the right at all reasonable times during business hours to enter into and upon the property of Purchaser for the purpose of inspecting the Property.

ARTICLE VI

6.01 Payment of Installment Payments. Purchaser shall pay Installment Payments under a Property Schedule, exclusively from the funds or accounts described in such Property Schedule, in lawful money of the United States of America, to Seller in such amounts and on such dates as described in such Property Schedule, at Seller's address set forth on the first page of this Agreement, unless Seller instructs Purchaser otherwise. Purchaser shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Installment Payments and interest on said delinquent amounts from the date such amounts were due until paid at the rate of 12% per annum or the maximum amount permitted by applicable law, whichever is less, subject to appropriation by Purchaser.

6.02 Installment Payments to Constitute Binding Contractual Obligation. The Seller and the Purchaser understand and intend that the obligation of the Purchaser to pay Installment Payments shall constitute a current expense of the funds or accounts described in the applicable Property Schedule and shall not in any way be construed to be a debt of the Purchaser in contravention of any applicable constitutional or statutory limitation or requirements concerning the creation of indebtedness by the Purchaser, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or money of the Purchaser. Installment Payments due shall be payable only from current funds which are budgeted or appropriated from the funds or accounts described in the applicable Property Schedule for such purpose during the fiscal year of the Purchaser for which such funds were budgeted and appropriated. The Purchaser has not pledged the full faith and credit of the Purchaser, the State or any agency or department of the Purchaser to the payment of the Installment Payments or any other payment due under this Agreement.

The person or entity in charge of preparing the Purchaser's budget will include in the budget request for each fiscal year the Installment Payments to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all such Installment Payments coming due therein, and the Purchaser reasonably believes that moneys in an amount sufficient to make all such Installment Payments can and will lawfully be appropriated and made available for this purpose.

6.03 Interest Component. A portion of each Installment Payment due under each Property Schedule is paid as, and represents payment of, interest, and each Property Schedule hereunder shall set forth the interest component (or method of computation thereof) of each Installment Payment thereunder during the Term.

6.04 Installment Payments to be Unconditional. EXCEPT AS PROVIDED IN SECTION 6.06, THE OBLIGATIONS OF PURCHASER TO PAY THE INSTALLMENT PAYMENTS DUE UNDER THE PROPERTY SCHEDULES AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL

NOT LIMIT PURCHASER'S RIGHTS OR ACTIONS AGAINST ANY VENDOR AS PROVIDED IN SECTION 10.02.

6.05 Defeasance of Installment Payments. Purchaser may at any time irrevocably deposit in escrow with a defeasance escrow agent for the purpose of paying all of the principal component and interest component accruing under a Property Schedule, a sum of cash and non-callable securities consisting of direct obligations of, or obligations the principal of an interest on which are unconditionally guaranteed by, the United States of America or any agency or instrumentality thereof, in such aggregate amount, bearing interest at such rates and maturing on such dates as shall be required to provide funds sufficient for this purpose. Upon such defeasance, all right, title and interest of Seller in the Property under said Property Schedule shall terminate. Purchaser shall cause such investment to comply with the requirements of federal tax law so that the exclusion from gross income of the interest component of Installment Payments on said Property Schedule is not adversely affected.

6.06 Nonappropriation. If during the Term, sufficient funds are not appropriated to make Installment Payments required under a Property Schedule for the following fiscal year, Purchaser shall be deemed to not have renewed such Property Schedule for the following fiscal year and the Property Schedule shall terminate at the end of the fiscal year for which funds have been appropriated and Purchaser shall not be obligated to make Installment Payments under said Property Schedule beyond the fiscal year for which funds have been appropriated. Upon the occurrence of such nonappropriation (a "Nonappropriation Event") Purchaser shall, no later than the end of the fiscal year for which funds have been appropriated, deliver possession of the Property under said Property Schedule to Seller. If Purchaser fails to deliver possession of the Property to Seller upon termination of said Property Schedule by reason of a Nonappropriation Event, the termination shall nevertheless be effective but Purchaser shall be responsible for the payment of damages in an amount equal to the portion of Installment Payments thereafter coming due that is attributable to the number of days after the termination during which the Purchaser fails to deliver possession and for any other loss suffered by Seller as a result of Purchaser's failure to deliver possession as required. In addition, Seller may, by written instructions to any escrow agent who is holding proceeds of the Property Schedule, instruct such escrow agent to release all such proceeds and any earnings thereon to Seller, such sums to be credited to Purchaser's obligations under the Property Schedule and this Agreement. Purchaser shall notify Seller in writing within seven (7) days after the failure of the Purchaser to appropriate funds sufficient for the payment of the Installment Payments, but failure to provide such notice shall not operate to extend the Term or result in any liability to Purchaser.

ARTICLE VII

7.01 Title to the Property. Upon acceptance of the Property by Purchaser and unless otherwise required by the laws of the State, title to the Property shall vest in Purchaser, subject to Seller's interests under the applicable Property Schedule and this Agreement.

7.02 Personal Property. The Property is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Property or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Seller,

Purchaser will, at Purchaser's expense, furnish a waiver of any interest in the Property from any party having an interest in any such real estate or building.

7.03 Security Interest. To secure the performance of all of Purchaser's obligations under this Agreement with respect to a Property Schedule, including without limitation all Property Schedules now existing and hereafter executed, Purchaser grants to Seller, for the benefit of Seller and its successors and assigns, a security interest constituting a first lien on Purchaser's interest in all of the Property under the Property Schedule, whether now owned or hereafter acquired, all additions, attachments, alterations and accessions to the Property, all substitutions and replacements for the Property, and on any proceeds of any of the foregoing, including insurance proceeds. Purchaser shall execute any additional documents, including financing statements, affidavits, notices and similar instruments, in form and substance satisfactory to Seller, which Seller deems necessary or appropriate to establish, maintain and perfect a security interest in the Property in favor of Seller and its successors and assigns. Purchaser hereby authorizes Seller to file all financing statements which Seller deems necessary or appropriate to establish, maintain and perfect such security interest.

ARTICLE VIII

8.01 Maintenance of Property by Purchaser. Purchaser shall keep and maintain the Property in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Property in conformity with all laws and regulations concerning the Property's ownership, possession, use and maintenance, and shall keep the Property free and clear of all liens and claims, other than those created by this Agreement. Purchaser shall have sole responsibility to maintain and repair the Property. Should Purchaser fail to maintain, preserve and keep the Property in good repair and working order and in accordance with manufacturer's specifications, and if requested by Seller, Purchaser will enter into maintenance contracts for the Property in form approved by Seller and with approved providers.

8.02 Liens, Taxes, Other Governmental Charges and Utility Charges. Purchaser shall keep the Property free of all levies, liens and encumbrances, except for the interest of Seller under this Agreement. The parties to this Agreement contemplate that the Property will be used for a governmental or proprietary purpose of Purchaser and, therefore, that the Property will be exempt from all property taxes. The Installment Payments payable by Purchaser under this Agreement and the Property Schedules hereunder have been established to reflect the savings resulting from this exemption from taxation. Purchaser will take such actions necessary under applicable law to obtain said exemption. Nevertheless, if the use, possession or acquisition of the Property is determined to be subject to taxation or later becomes subject to such taxes, Purchaser shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Property. Purchaser shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Property. Purchaser shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Purchaser shall be obligated to pay only such installments as accrue during the then-current fiscal year of the Term for such Property.

8.03 Insurance. At its own expense, Purchaser shall maintain (a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Seller in an amount equal to at least the outstanding principal component of Installment Payments, and (b) liability insurance that protects Seller from liability in all events in an amount reasonably acceptable to Seller, and (c) worker's compensation insurance covering all employees working on, in, near or about the Property; provided that Purchaser may self-insure against all such risks (other than rental interruption). All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. All such insurance shall be with insurers that are authorized to issue such insurance in the State. All such liability insurance shall name Seller as an additional insured. All such casualty insurance shall contain a provision making any losses payable to Seller and Purchaser as their respective interests may appear. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Seller and Purchaser at least thirty (30) days in advance of such cancellation or modification. Such changes shall not become effective without Seller's prior written consent. Purchaser shall furnish to Seller, on or before the Commencement Date for each Property Schedule, and thereafter at Seller's request, certificates evidencing such coverage, or, if Purchaser self-insures, a written description of its self-insurance program together with a certification from Purchaser's risk manager or insurance agent or consultant to the effect that Purchaser's self-insurance program provides adequate coverage against the risks listed above.

8.04 Advances. In the event Purchaser shall fail to either maintain the insurance required by this Agreement or keep the Property in good repair and working order, Seller may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Seller shall constitute additional rent for the Term for the applicable Property Schedule and shall be due and payable on the next Installment Payment Date and Purchaser covenants and agrees to pay such amounts so advanced by Seller with interest thereon from the date such amounts are advanced until paid at the rate of 12% per annum or the maximum amount permitted by applicable law, whichever is less, subject to appropriation by Purchaser.

ARTICLE IX

9.01 Damage or Destruction. If (a) the Property under a Property Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property under a Property Schedule or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Seller and Purchaser will cause the Net Proceeds (as hereinafter defined) of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Property, unless Purchaser shall have exercised its right to defease the Property Schedule as provided herein, or unless Purchaser shall have exercised its option to prepay the Installment Payments if the Property Schedule so provides. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Purchaser. For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance

claim, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

9.02 Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01, Purchaser shall (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds and, if Purchaser shall make any payments pursuant to this Section, Purchaser shall not be entitled to any reimbursement therefor from Seller nor shall Purchaser be entitled to any diminution of the amounts payable under Section 6.01, or (b) defease the Property Schedule pursuant to Section 6.05, or (c) exercise its option to prepay the Installment Payments pursuant to the optional prepayment provisions if the Property Schedule so provides. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after such defeasance or purchase may be retained by Purchaser.

ARTICLE X

10.01 Disclaimer of Warranties. SELLER MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND SELLER HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS SOLD TO PURCHASER "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY PURCHASER. Purchaser acknowledges that it has made (or will make) the selection of the Property from the Vendor based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Seller. Purchaser understands and agrees that (a) neither the Vendor nor any sales representative or other agent of Vendor, is (i) an agent of Seller, or (ii) authorized to make or alter any term or condition of this Agreement, and (b) no such waiver or alteration shall vary the terms of this Agreement unless expressly set forth herein. In no event shall Seller be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Property Schedules, or the existence, furnishing, functioning or use of any item, product or service provided for in this Agreement or the Property Schedules.

10.02 Vendor's Warranties. Seller hereby irrevocably assigns to Purchaser all rights that Seller may have to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property against the Vendor. Purchaser's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor, and not against Seller, nor shall such matter have any effect whatsoever on the rights and obligations of Seller with respect to this Agreement, including the right to receive full and timely payments hereunder. Purchaser expressly acknowledges that Seller makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Vendor.

10.03 Use of the Property. Purchaser will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the applicable Property Schedule. Purchaser shall provide all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Purchaser agrees to comply in all respects with all laws of the jurisdiction in which its operations involving any item of Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Property; provided that Purchaser may contest in good faith the validity or application of any such law or rule in any reasonable manner that does not, in the opinion of Seller, adversely affect the interest of Seller in and to the Property or its interest or rights under this Agreement. Purchaser shall promptly notify Seller in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Agreement, any Property Schedule or the Property thereunder.

10.04 Modifications. Subject to the provisions of this Section, Purchaser shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Property. All such alterations, additions, modifications and improvements shall thereafter comprise part of the Property and shall be subject to the provisions of this Agreement. Such alterations, additions, modifications and improvements shall not in any way damage the Property, substantially alter its nature or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, on completion of any alterations, additions, modifications or improvements made pursuant to this Section, shall be of a value which is equal to or greater than the value of the Property immediately prior to the making of such alterations, additions, modifications and improvements. Purchaser shall, at its own expense, make such alterations, additions, modifications and improvements to the Property as may be required from time to time by applicable law or by any governmental authority.

ARTICLE XI

11.01 Option to Prepay. Purchaser shall have the option to prepay in whole the Installment Payments due under a Property Schedule, but only if the Property Schedule so provides, and on the terms set forth in the Property Schedule.

ARTICLE XII

12.01 Assignment by Seller. Seller's right, title and interest in, to and under each Property Schedule and the Property under such Property Schedule may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Seller without the necessity of obtaining the consent of Purchaser; provided that any assignment shall not be effective until Purchaser has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee. Purchaser shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees designated in such register. Purchaser agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Seller or any assignee to protect its interests in this Agreement and the Property Schedules.

12.02 Property Schedules Separate Financings. Assignees of the Seller's rights in one Property Schedule shall have no rights in any other Property Schedule unless such rights have been separately assigned.

12.03 Release and Indemnification Covenants. To the extent permitted by applicable law, Purchaser shall indemnify, protect, hold harmless, save and keep harmless Seller from and against any and all liability, obligation, loss, claim and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest (collectively, "Losses") arising out of or resulting from the entering into this Agreement, any Property Schedules hereunder, the ownership of any item of the Property, the loss of federal tax exemption of the interest on any of the Property Schedules, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Property or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Property resulting in damage to property or injury to or death to any person; provided, however, that Purchaser shall not be required to indemnify Seller for Losses arising out of or resulting from Seller's own willful or negligent conduct, or for Losses arising out of or resulting from Seller's preparation of disclosure material relating to certificates of participation in this Agreement and any Property Schedule (other than disclosure material provided to Seller by Purchaser). The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement, or the applicable Property Schedule, or the termination of the Term for such Property Schedule for any reason.

ARTICLE XIII

13.01 Events of Default Defined. Any of the following shall constitute an "Event of Default" under a Property Schedule:

- (a) Failure by Purchaser to pay any Installment Payment under the Property Schedule or other payment required to be paid with respect thereto at the time specified therein;
- (b) Failure by Purchaser to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Property Schedule, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Purchaser by Seller, unless Seller shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Seller will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Purchaser within the applicable period and diligently pursued until the default is corrected;
- (c) Any statement, representation or warranty made by Purchaser in or pursuant to the Property Schedule or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

- (d) Purchaser shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Purchaser, or of all or a substantial part of the assets of Purchaser, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Purchaser in any bankruptcy, reorganization or insolvency proceeding; or
- (e) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Purchaser or of all or a substantial part of the assets of Purchaser, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

The foregoing provisions of Section 13.01 are subject to the following limitation: if by reason of force majeure Purchaser is unable in whole or in part to perform its agreements under this Agreement and the Property Schedule (other than the obligations on the part of Purchaser contained in Article VI hereof) Purchaser shall not be in default during the continuance of such inability. The term “force majeure” as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Purchaser. Notwithstanding anything in this Agreement to the contrary, an event of Nonappropriation shall not constitute an Event of Default.

13.02 Remedies on Default. Whenever any Event of Default exists with respect to a Property Schedule, Seller shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) Without terminating the Property Schedule, and by written notice to Purchaser, Seller may declare all Installment Payments and other amounts payable by Purchaser thereunder to the end of the then-current fiscal year of Purchaser to be due, including without limitation delinquent Installment Payments under the Property Schedule from prior fiscal years, and such amounts shall thereafter bear interest at the rate of 12% per annum or the maximum rate permitted by applicable law, whichever is less, subject to appropriation by Purchaser;
- (b) Seller may terminate the Property Schedule, and by written notice to Purchaser, Seller may accelerate the principal component of all outstanding Installment Payments due or to become due during the then-current fiscal year, in which case

Purchaser shall pay to Seller such principal component, together with interest thereon from the date of acceleration until so paid at the rate of 12% per annum or the maximum rate permitted by applicable law, whichever is less, subject to appropriation by Purchaser;

- (c) Seller may terminate the Property Schedule, may enter the premises where the Property subject to the Property Schedule is located and retake possession of the Property, or require Purchaser, at Purchaser's expense, to promptly return any or all of the Property to the possession of Seller at such place within the United States as Seller shall specify, and Seller may thereafter dispose of the Property in accordance with Article 9 of the Uniform Commercial Code in effect in the State, continuing to hold Purchaser liable for any outstanding Installment Payments due or to become due during the then-current fiscal year and all costs and expenses incurred by Seller in exercising its remedies hereunder, including, without limitation, all costs and expenses of taking possession, removing, storing and reconditioning the Property, and including, without limitation, all brokerage and attorneys fees;
- (d) By written notice to any escrow agent who is holding proceeds of the Property Schedule, Seller may instruct such escrow agent to release all such proceeds and any earnings thereon to Seller, such sums to be credited to payment of Purchaser's obligations under the Property Schedule;
- (e) Seller may take any action, at law or in equity, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under the Property Schedule and this Agreement.

13.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Seller is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Seller to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

13.04 Costs and Attorney Fees. Upon the occurrence of an Event of Default by Purchaser in the performance of any term of this Agreement, Purchaser agrees to pay to Seller or reimburse Seller for, in addition to all other amounts due hereunder, all of Seller's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Purchaser, shall be secured by this Agreement until paid and shall bear interest at the rate of 12% per annum or the maximum amount permitted by applicable law, whichever is less, subject to appropriation by Purchaser. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as

the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

ARTICLE XIV

14.01 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by Purchaser.

14.02 Further Assurances. Purchaser agrees to execute such other and further documents, including, without limitation, confirmatory financing statements, continuation statements, certificates of title and the like, and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Seller, to perfect, confirm, establish, reestablish, continue, or complete the interests of Seller in this Agreement and the Property Schedules, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and the Property Schedules.

14.03 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Seller and Purchaser and their respective successors and assigns.

14.04 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

14.05 Waiver of Jury Trials. Purchaser and Seller hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of Seller or Purchaser in the negotiation, administration, performance or enforcement hereof.

14.06 Amendments, Changes and Modifications. This Agreement may be amended in writing by Seller and Purchaser to the extent the amendment or modification does not apply to outstanding Property Schedules at the time of such amendment or modification. The consent of all assignees shall be required to any amendment or modification before such amendment or modification shall be applicable to any outstanding Property Schedule.

14.07 Execution in Counterparts. This Agreement and the Property Schedules hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

14.08 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

14.09 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

SELLER:
U.S. BANCORP EQUIPMENT
FINANCE, INC.

PURCHASER:
CITY OF BILLINGS, MONTANA

By: _____
Name:
Title:

By: _____
Name: Thomas Hanel
Title: Mayor

Attest:

By: _____
Name: Cari Martin
Title: City Clerk

EXHIBIT B

[Toughbook Property Schedule]

PROPERTY SCHEDULE NO. 3 (TOUGHBOOKS) MASTER TAX-EXEMPT INSTALLMENT PURCHASE AGREEMENT

This Property Schedule No. 3 is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Installment Purchase Agreement (the "Master Agreement"), dated as of October 28, 2011, between U.S. Bancorp Government Leasing and Finance, Inc., as successor in interest to U.S. Bancorp Equipment Finance, Inc., (the "Seller") and the City of Billings, Montana (the "Purchaser").

1. Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Purchaser in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms used herein but not otherwise defined shall have the meanings provided in the Master Agreement.
2. Commencement Date. The Commencement Date for this Property Schedule is February 29, 2012.
3. Property Description and Payment Schedule. The Property subject to this Property Schedule is described in Exhibit 1 hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries. Purchaser shall not remove such property from the locations set forth therein without giving prior written notice, including the new location of such property, to Seller. The Installment Payment Schedule for this Property Schedule is set forth in Exhibit 1 hereto.
4. Opinion. The Opinion of Purchaser's Counsel is attached as Exhibit 2 hereto.
5. Purchaser's Certificate. The Purchaser's Certificate is attached as Exhibit 3 hereto.
6. Proceeds. Seller shall disburse the proceeds of this Property Schedule in accordance with the instructions attached as Exhibit 4 hereto.
7. Acceptance Certificate. The form of Acceptance Certificate is attached as Exhibit 5 hereto.
8. Additional Purchase Option Provisions. Installment Payments payable under this Property Schedule shall be subject to prepayment in whole at the option of the Purchaser on the dates set forth in Exhibit 1 hereto by payment of the applicable Prepayment

Balance set forth in Exhibit 1 hereto and payment of all accrued and unpaid interest through the date of prepayment.

9. Tax Certificate. Attached as Exhibit 6 hereto.
10. Expiration. Seller, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Master Agreement (including this Property Schedule and all ancillary documents) is not received by Seller at its place of business by April 1, 2012.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

SELLER:
U.S. BANCORP GOVERNMENT
LEASING AND FINANCE, INC.

PURCHASER:
CITY OF BILLINGS, MONTANA

By: _____
Name:
Title:

By: _____
Name: Thomas Hanel
Title: Mayor

Attest:

By: _____
Name: Cari Martin
Title: City Clerk

EXHIBIT C

[Camera Property Schedule]

PROPERTY SCHEDULE NO. 4 (CAMERAS) MASTER TAX-EXEMPT INSTALLMENT PURCHASE AGREEMENT

This Property Schedule No. 4 is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Installment Purchase Agreement (the "Master Agreement"), dated as of October 28, 2011, between U.S. Bancorp Government Leasing and Finance, Inc., as successor in interest to U.S. Bancorp Equipment Finance, Inc., (the "Seller") and the City of Billings, Montana (the "Purchaser").

1. Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Purchaser in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms used herein but not otherwise defined shall have the meanings provided in the Master Agreement.
2. Commencement Date. The Commencement Date for this Property Schedule is February 29, 2012.
3. Property Description and Payment Schedule. The Property subject to this Property Schedule is described in Exhibit 1 hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries. Purchaser shall not remove such property from the locations set forth therein without giving prior written notice, including the new location of such property, to Seller. The Installment Payment Schedule for this Property Schedule is set forth in Exhibit 1 hereto.
4. Opinion. The Opinion of Purchaser's Counsel is attached as Exhibit 2 hereto.
5. Purchaser's Certificate. The Purchaser's Certificate is attached as Exhibit 3 hereto.
6. Proceeds. Seller shall disburse the proceeds of this Property Schedule in accordance with the instructions attached as Exhibit 4 hereto.
7. Acceptance Certificate. The form of Acceptance Certificate is attached as Exhibit 5 hereto.
8. Additional Purchase Option Provisions. Installment Payments payable under this Property Schedule shall be subject to prepayment in whole at the option of the Purchaser on the dates set forth in Exhibit 1 hereto by payment of the applicable Prepayment

Balance set forth in Exhibit 1 hereto and payment of all accrued and unpaid interest through the date of prepayment.

9. Tax Certificate. Attached as Exhibit 6 hereto.
10. Expiration. Seller, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Master Agreement (including this Property Schedule and all ancillary documents) is not received by Seller at its place of business by April 1, 2012.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

SELLER:
U.S. BANCORP GOVERNMENT
LEASING AND FINANCE, INC.

PURCHASER:
CITY OF BILLINGS, MONTANA

By: _____
Name:
Title:

By: _____
Name: Thomas Hanel
Title: Mayor

Attest:

By: _____
Name: Cari Martin
Title: City Clerk

PROPERTY SCHEDULE NO. 3 (TOUGHBOOKS)
MASTER TAX-EXEMPT INSTALLMENT PURCHASE AGREEMENT

This Property Schedule No. 3 is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Installment Purchase Agreement (the "Master Agreement"), dated as of October 28, 2011, between U.S. Bancorp Government Leasing and Finance, Inc., as successor in interest to U.S. Bancorp Equipment Finance, Inc., (the "Seller") and the City of Billings, Montana (the "Purchaser").

1. Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Purchaser in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms used herein but not otherwise defined shall have the meanings provided in the Master Agreement.
2. Commencement Date. The Commencement Date for this Property Schedule is February 29, 2012.
3. Property Description and Payment Schedule. The Property subject to this Property Schedule is described in Exhibit 1 hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries. Purchaser shall not remove such property from the locations set forth therein without giving prior written notice, including the new location of such property, to Seller. The Installment Payment Schedule for this Property Schedule is set forth in Exhibit 1 hereto.
4. Opinion. The Opinion of Purchaser's Counsel is attached as Exhibit 2 hereto.
5. Purchaser's Certificate. The Purchaser's Certificate is attached as Exhibit 3 hereto.
6. Proceeds. Seller shall disburse the proceeds of this Property Schedule in accordance with the instructions attached as Exhibit 4 hereto.
7. Acceptance Certificate. The form of Acceptance Certificate is attached as Exhibit 5 hereto.
8. Additional Purchase Option Provisions. Installment Payments payable under this Property Schedule shall be subject to prepayment in whole at the option of the Purchaser on the dates set forth in Exhibit 1 hereto by payment of the applicable Prepayment Balance set forth in Exhibit 1 hereto and payment of all accrued and unpaid interest through the date of prepayment.

9. Tax Certificate. Attached as Exhibit 6 hereto.
10. Expiration. Seller, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Master Agreement (including this Property Schedule and all ancillary documents) is not received by Seller at its place of business by April 1, 2012.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

SELLER:
U.S. BANCORP GOVERNMENT
LEASING AND FINANCE, INC.

PURCHASER:
CITY OF BILLINGS, MONTANA

By: _____
Name:
Title:

By: _____
Name: Thomas Hanel
Title: Mayor

Attest:

By: _____
Name: Cari Martin
Title: City Clerk

EXHIBIT 1
Property Description and Payment Schedule

Re: **Property Schedule No. 3** to Master Tax-Exempt Installment Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and the City of Billings, Montana.

The Property is as follows: The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto.

PROPERTY LOCATION: City of Billings, Montana.

USE: The Property will be used in the Purchaser's police vehicles to facilitate police communications. Purchaser has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

ACCOUNT: Installment Payments payable by the Purchaser pursuant to this Property Schedule shall constitute current expenses of the Purchaser's Public Safety Fund and shall not in any way be construed to be debts of the Purchaser in contravention of any applicable constitutional or statutory limitation or requirements concerning the creation of indebtedness by the Purchaser, nor shall anything contained therein constitute a pledge of the general tax revenues, funds or money of the Purchaser. Installment Payments payable by the Purchaser pursuant to this Property Schedule shall be payable only from current funds which are budgeted and appropriated solely from the Purchaser's Public Safety Fund for such purpose during the fiscal year of the Purchaser for which such funds were budgeted and appropriated. The Purchaser has not pledged the full faith and credit of the Purchaser, Yellowstone County or the State of Montana to the payment of amounts due under the Lease-Purchase Agreement.

Installment Payment Schedule

Total Principal Amount: \$360,149.00

<u>Pay #</u>	<u>Date</u>	<u>Payment</u>	<u>Principal</u>	<u>Interest (1.93%)</u>	<u>Prepayment Balance</u>
1	29-Mar-2012	\$92,696.53	\$92,117.29	\$579.24	276,072.66
2	28-Feb-2013	92,696.53	87,916.28	4,780.25	185,518.89
3	28-Feb-2014	92,696.53	89,189.38	3,507.14	93,653.83
4	28-Feb-2015	92,696.53	90,926.05	1,770.48	0.00
Total		\$370,786.12	\$360,149.00	\$10,637.11	

PURCHASER:
CITY OF BILLINGS, MONTANA

By: _____
Name: Thomas Hanel
Title: Mayor

Attest:

By: _____
Name: Cari Martin
Title: City Clerk

EXHIBIT A
Description of Property

64 Toughbook docking stations	\$38,144.00
64 Toughbook car adaptors	7,040.00
67 Toughbook Protection Plus	26,599.00
67 Toughbook computers	<u>288,636.00</u>
 TOTAL PROPERTY SCHEDULE PURCHASE AMOUNT	 \$360,419.00

EXHIBIT 2
Opinion of Dorsey & Whitney LLP

City of Billings
Billings, Montana

U.S. Bancorp Government Leasing and Finance, Inc.
Denver, Colorado

Re: Master Tax-Exempt Installment Purchase Agreement
City of Billings, Montana

Ladies and Gentlemen:

We have acted as special counsel to the City of Billings, Montana (the “City”), in connection with the authorization, execution and delivery by the City of the Master Tax-Exempt Installment Purchase Agreement, dated as of October 28, 2011 (the “Lease-Purchase Agreement”), between the City and U.S. Bancorp Government Leasing and Finance, Inc., as successor in interest to U.S. Bancorp Equipment Finance, Inc. (“U.S. Bancorp”) and Property Schedule No. 3 thereto, dated as of February 29, 2012 (the “Toughbook Property Schedule”). In that capacity, we have examined executed counterparts, or copies otherwise identified to our satisfaction, of the Lease-Purchase Agreement, the Toughbook Property Schedule and the Escrow Agreement dated as of February 29, 2012 (the “Escrow Agreement”), between the City, U.S. Bancorp and U.S. Bank National Association, as Escrow Agent, together with certified copies of certain proceedings taken and certain certificates and affidavits furnished by the City in the authorization, execution and delivery of the Lease-Purchase Agreement and the Toughbook Property Schedule, including a certified copy of Resolution No. _____ adopted by the City Council of the City on February 13, 2012. As to questions of fact material to our opinion, we have assumed the authenticity of and relied upon the proceedings, affidavits and certificates furnished to us without undertaking to verify the same by independent investigation.

The installment payments payable by the City under the Toughbook Property Schedule (the “Installment Payments”) are payable solely from the current revenues of the City which are budgeted and appropriated solely from the City’s Public Safety Fund and are subject to annual appropriation in accordance with the provisions of the Lease-Purchase Agreement and the Toughbook Property Schedule. The Lease-Purchase Agreement and the Toughbook Property Schedule are not general obligations of the City and the general credit and taxing powers of the City are not pledged to the payment of the Installment Payments. U.S. Bancorp is selling to the City laptop computers and related equipment described in the Toughbook Property Schedule (the “Toughbook Improvements”) to be used in the City’s police vehicles. The Toughbook Property Schedule will be in effect for a term commencing as provided therein and ending on February 28, 2015, unless earlier terminated in accordance with its terms. The Installment Payments will be payable at such times and in such amounts and will comprise principal payments and interest payments as set forth in the Toughbook Property Schedule. In the sole event that moneys are not appropriated and provided from the City’s Public Safety Fund with respect to the Installment Payments, the City may, by written notice to U.S. Bancorp, discontinue the Toughbook Property Schedule at the end of any fiscal year of the City then in effect. If the City should discontinue

the Toughbook Property Schedule at the end of any such fiscal year in the manner provided therein, the Toughbook Property Schedule is terminated without penalty or liability on the part of the City to pay any Installment Payments coming due after the fiscal year then in effect, but in such event the City has the obligation to deliver possession of the Toughbook Improvements to U.S. Bancorp at the time and in the manner provided in the Lease-Purchase Agreement. In the event the City should not discontinue the Toughbook Property Schedule and does pay all Installment Payments, the rights of U.S. Bancorp in the Toughbook Improvements will be terminated and U.S. Bancorp must transfer legal title to the Toughbook Improvements to the City. The City will have an option to purchase U.S. Bancorp's interest in the Toughbook Improvements on the dates and in the amounts set forth in the Toughbook Property Schedule.

From our examination of such proceedings, certificates and affidavits, and on the basis of existing law, it is our opinion that:

1. The Lease-Purchase Agreement, the Toughbook Property Schedule and the Escrow Agreement are each valid and binding instruments of the City, enforceable in accordance with their respective terms.

2. The portion of each Installment Payment designated as and comprising interest: (a) is not includable in gross income for federal income tax purposes; (b) is not an item of tax preference includable in alternative minimum taxable income for purposes of the federal alternative minimum tax applicable to all taxpayers; and (c) is includable in adjusted current earnings of corporations in determining alternative minimum taxable income for purposes of the federal alternative minimum tax imposed on corporations.

3. The portion of each Installment Payment designated as and comprising interest is not includable in gross income for State of Montana individual income tax purposes, but is includable in the computation of income for purposes of the Montana corporate income tax and the Montana corporate license tax.

The opinions expressed in paragraph 1 above are subject, as to enforceability, to the effect of any state or federal laws relating to bankruptcy, insolvency, reorganization, moratorium or creditors' rights and the exercise of judicial discretion.

The opinions expressed in paragraphs 2 and 3 above are subject to the condition that the City comply with all requirements of the Code that must be satisfied subsequent to the execution and delivery of the Toughbook Property Schedule in order that the portion of each Installment Payment designated as and comprising interest may be, and continue to be, excluded from gross income for federal income tax purposes. The City has covenanted to comply with these continuing requirements. Its failure to do so could result in the inclusion of such interest in gross income for federal income tax purposes, retroactive to the date of execution and delivery of the Toughbook Property Schedule. Except as stated in this opinion, we express no opinion regarding federal, state or other tax consequences with respect to the Lease-Purchase Agreement or the Toughbook Property Schedule.

Dated: February 29, 2012

Very truly yours,

EXHIBIT 3
Purchaser's Certificate

Re: **Property Schedule No. 3** to Master Tax-Exempt Installment Purchase Agreement U.S. Bancorp Government Leasing and Finance, Inc. and the City of Billings, Montana.

The undersigned, being the duly elected, qualified and acting City Clerk of the City of Billings, Montana (the "Purchaser") do hereby certify, as of February 29, 2012 as follows:

1. Purchaser did, at a meeting of the governing body of the Purchaser held on October 11, 2011 by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the Master Tax-Exempt Installment Purchase Agreement (the "Master Agreement") and at a meeting held of the Purchaser held on February 13, 2012 by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule"), in each case, by the following named representative of Purchaser, to wit:

NAME
OF EXECUTING
OFFICIAL

Thomas Hanel

TITLE
OF EXECUTING
OFFICIAL

Mayor

SIGNATURE
OF EXECUTING
OFFICIAL

Cari Martin

City Clerk

2. The above-named representatives of the Purchaser held at the time of such authorization and holds at the present time the office set forth above.

3. The meeting(s) of the governing body of the Purchaser at which the Master Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Purchaser relating to the authorization and delivery of Master Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Purchaser; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Purchaser, if any, and the laws of the State.

4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Master Agreement.

5. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Purchaser.

6. Purchaser will, in accordance with the requirements of law, fully budget and appropriate sufficient funds for the current fiscal year to make the Installment Payments scheduled to come due during the current fiscal year under the Property Schedule and to meet its other obligations for the current fiscal year.

7. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Purchaser in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Purchaser to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

PURCHASER:
CITY OF BILLINGS, MONTANA

By: _____
Name: Cari Martin
Title: City Clerk

EXHIBIT 4
Payment of Proceeds Instructions

U.S. Bancorp Government Leasing and Finance, Inc.
13010 SW 68th Parkway, Suite 100
Portland, Oregon 97223

Re: **Property Schedule No. 3** (the "Property Schedule") to Master Tax-Exempt Installment Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. ("Seller") and the City of Billings, Montana ("Purchaser").

Ladies and Gentlemen:

The undersigned, an Authorized Representative of the Purchaser hereby requests and authorizes Seller to disburse the net proceeds of the Property Schedule as follows:

Name of Payee: _____

By check _____ By wire transfer _____

If by check, Payee's address: _____

If by wire transfer, instructions as follows:

Pay to Bank Name: U.S. Bank, National Association

Bank Address: 303 North Broadway
PO Box 30678
Billings, MT 59101
Bank Phone #: (406) 447-5251

For Account of: City of Billings General Depository

Account No.: 1-500-9559-2021
ABA No.: 092900383

PURCHASER:
CITY OF BILLINGS, MONTANA

By: _____
Name:
Title:

EXHIBIT 5
Acceptance Certificate

U.S. Bancorp Government Leasing and Finance, Inc.
13010 SW 68th Parkway, Suite 100
Portland, Oregon 97223

Re: **Property Schedule No. 3** to Master Tax-Exempt Installment Purchase Agreement
between U.S. Bancorp Government Leasing and Finance, Inc. and the City of Billings,
Montana

Ladies and Gentlemen:

In accordance with the above-referenced Master Tax-Exempt Installment Purchase Agreement (the "Master Agreement"), the undersigned ("Purchaser") hereby certifies and represents to, and agrees with, U.S. Bancorp Government Leasing and Finance, Inc. ("Seller"), as follows:

- (1) The Property, as such terms are defined in the above-referenced Property Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.
- (2) Purchaser has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof.

Date: _____

PURCHASER:
CITY OF BILLINGS, MONTANA

By: _____
Name:
Title:

EXHIBIT 6
Tax Certificate

Master Tax-Exempt Installment Purchase Agreement
Property Schedule No. 3

City of Billings, Montana

ARBITRAGE AND REBATE CERTIFICATE AND AGREEMENT

This Arbitrage and Rebate Certificate and Agreement (this “Certificate”) is given for the purpose of establishing and maintaining the tax-exempt status of interest payments required to be made by the City of Billings, Montana (the “City”), under the Master Tax-Exempt Installment Purchase Agreement dated as of October 28, 2011 (the “Lease-Purchase Agreement”) between the City and U.S. Bancorp Government Leasing and Finance, Inc., as successor in interest to U.S. Bancorp Equipment Finance, Inc., as lessor (the “Lessor”), and Property Schedule No. 3 thereto dated as of February 29, 2011 (the “Toughbook Property Schedule”). The representations and covenants of the City herein are for the benefit of the owner or owners from time to time of the interest of the Lessor under the Toughbook Property Schedule.

I. General Provisions and Definitions.

1.1. The Toughbook Property Schedule will be entered into by the City pursuant to Resolution No. _____, adopted by the City Council of the City on February 13, 2012 (the “Resolution”). Terms used with initial capital letters but undefined herein shall have the meanings given them in the Lease Purchase Agreement, the Internal Revenue Code of 1986, as amended (the “Code”), or in the Regulations (as hereinafter defined), unless the context hereof clearly requires otherwise.

This Certificate is intended to be, and may be relied upon as, among other things, a certification described in the Regulations, Section 1.148-2(b) and Section 148 of the Code, and is delivered as a part of the transcript of proceedings relating to the Toughbook Property Schedule. We are among the officers of the City responsible for the issuance of the Toughbook Property Schedule.

1.2. We have investigated the facts, estimates and circumstances surrounding the execution and delivery of the Toughbook Property Schedule, which are described summarily in this Certificate. To the best of our knowledge and belief, such facts, estimates and circumstances are correct and complete and the City’s expectations as to future events, which are based thereon, are in all respects reasonable and made in good faith. To the extent that the expectations of the City are based upon estimates and representations made by others, including the Lessor, we have examined such estimates and representations and consider them to be reasonable and correct. Any statements in this Certificate involving future events, whether or not expressly so stated, are intended as expectations of the City and not as representations of fact. On the basis of such facts, estimates and circumstances, it is expected that the proceeds of the Toughbook Property

Schedule will be used in a manner that would not cause the Toughbook Property Schedule to be considered an “arbitrage bond” within the meaning of Section 148 of the Code.

1.3. The following terms have the following meanings when used in this Certificate:

Bond Counsel shall mean nationally recognized municipal bond counsel selected by the City.

Bond Year shall mean each one-year period (or shorter period from the Closing Date) that ends at the close of business on each September 15 or, if the last Installment Payment owing under the Toughbook Property Schedule is not paid on a September 15, such shorter period from the last preceding September 15 to the date on which such last Installment Payment is made.

Closing Date shall mean February 29, 2012, the date of execution and delivery of the Toughbook Property Schedule.

Computation Date shall mean an installment computation date (the last day of the fifth and each succeeding fifth Bond Year) and the final computation date (the date the last Bond is discharged). If the Installment Payments owing under the Toughbook Property Schedule are paid when due, the installment computation date for the Toughbook Property Schedule shall be February 28, 2015.

Escrow Agreement shall mean the Escrow Agreement referred to in the Toughbook Property Schedule, dated as of February 29, 2012, by and between the City and the Lessor, as amended or supplemented from time to time.

Escrow Fund shall mean the Escrow Fund established under the Escrow Agreement.

Gross Proceeds shall mean, with respect to the Toughbook Property Schedule, all proceeds of the Toughbook Property Schedule (including sale proceeds and transferred proceeds) and any funds (other than proceeds) that are part of any reserve or replacement fund for the Toughbook Property Schedule.

Investment Property shall mean any security, obligation (other than a Non-AMT Obligation), annuity contract or investment-type property.

Non-AMT Obligation means any obligation the interest on which is not includible in gross income under Section 103 of the Code and which is not a “specified private activity bond” (within the meaning of Section 57(a)(5)(C) of the Code).

Nonpurpose Investment shall mean any Investment Property that is not a purpose investment in which Gross Proceeds of the Toughbook Property Schedule are invested.

Project shall mean the purchase new laptop computers or “Toughbooks” and related equipment for use in the City’s police vehicles to facilitate police communications.

Project Account shall mean the Project Account created in the Escrow Fund established under the Escrow Agreement.

Rebatable Arbitrage shall mean, as of any Computation Date, the excess of the future value of all nonpurpose receipts with respect to the Toughbook Property Schedule, over the future value of all nonpurpose payments with respect to the Toughbook Property Schedule, or with respect to a Voluntary Computation Date, the amount of the payment that would be payable to the United States under Section 148(f) of the Code if such date were a “Computation Date.”

Regulations shall mean the Treasury Regulations applicable to the Lease Purchase Agreement and the Toughbook Property Schedule and promulgated under the Code, including, without limitation, Treasury Regulations, Sections 1.148-0 through 1.148-11, and Sections 1.149(b)-1, 1.149(d)-1, 1.149(g)-1, 1.150-1 and 1.150-2.

Voluntary Computation Date means February 28, 2013, and each February 28 thereafter, excluding the Computation Date.

Yield, with reference to any obligation, means that discount rate which, when computing the present value of all unconditionally payable payments of principal and interest paid and to be paid on such obligation and taking into account payments made for qualified guarantees, produces an amount equal to the present value of the issue price of the obligation.

Yield of the Toughbook Property Schedule shall mean 1.9311%.

II. The Purpose of the Toughbook Property Schedule.

1.1. The Toughbook Property Schedule is entered into pursuant to the Resolution for the purposes of providing funds to be used to finance costs of the Project. The City expects to expend the following sums from the proceeds of the Toughbook Property Schedule for the Project:

64 Toughbook docking stations	\$38,144.00
64 Toughbook car adaptors	7,040.00
67 Toughbook Protection Plus	26,599.00
67 Toughbook computers	<u>288,636.00</u>
TOTAL PROPERTY SCHEDULE PURCHASE AMOUNT	\$360,419.00

2.2 Any costs in excess of the proceeds of the Toughbook Property Schedule will be paid from other funds of the City available therefor.

III. Sources and Disbursements of Funds.

3.1. The aggregate amount of the principal components payable by the City pursuant to the Toughbook Property Schedule equals \$360,149.00. The City is executing and delivering the Toughbook Property Schedule to the Lessor in exchange for proceeds in the amount of \$360,149.00. The issue price of the Toughbook Property Schedule, as defined in Section 1.148-

1(b) of the Regulations and Sections 1273(b)(1) and (2) of the Code, is \$360,149.00, equal to the principal amount thereof.

3.2. \$360,149.00 of the proceeds of the Toughbook Property Schedule are expected to be deposited in the Project Account to pay the costs of the Project. Costs of entering into the Toughbook Property Schedule will be paid from other available funds of the City.

3.3. The Toughbook Property Schedule is not a hedge bond (as defined in Section 149(g) of the Code) since at least 85% of the spendable proceeds of the Toughbook Property Schedule are to be used to pay costs of the Project within three years after the date hereof and less than 50% of the proceeds of the Toughbook Property Schedule are to be invested in nonpurpose investments having a substantially guaranteed yield for four years or more.

IV. Yield of the Toughbook Property Schedule.

4.1. No other obligations of the City are being (a) issued at substantially the same time as the Toughbook Property Schedule, (b) sold pursuant to the same plan of financing as the Toughbook Property Schedule, and (c) paid out of substantially the same source of funds (or which will have substantially the same claim to be paid out of substantially the same source of funds) as will be used to pay the Toughbook Property Schedule, within the meaning of Section 1.150-1(c) of the Regulations. Contemporaneous with the execution and delivery of the Toughbook Property Schedule, the City is entering into Property Schedule No. 4 to the Lease-Purchase Agreement (the "Camera Property Schedule"). The installment payments payable by the City pursuant to the Camera Property Schedule shall be payable, as specified in the Resolution, only from current funds which are budgeted and appropriated solely from the City's Drug Forfeiture Fund, for such purpose during the fiscal year of the City for which such funds were budgeted and appropriated. The installment payments payable by the City pursuant to the Toughbook Property Schedule shall be payable, as specified in the Resolution, only from current funds which are budgeted and appropriated solely from the City's Public Safety Fund, for such purpose during the fiscal year of the City for which such funds were budgeted and appropriated. Therefore the Toughbook Property Schedule and the Camera Property Schedule will not be paid out of substantially the same source of funds.

4.2. The Yield of the Toughbook Property Schedule computed in accordance with Section 148 of the Code and applicable Regulations, is 1.9311% per annum.

V. Temporary Investments.

5.1 Except as described in Section 5.2 hereof, none of the proceeds of the Toughbook Property Schedule will be invested at a materially higher yield than the Yield of the Toughbook Property Schedule.

5.2. Proceeds of the Toughbook Property Schedule deposited in the Project Account are to be used to finance the costs of the Project. The estimated total cost of the Project, including implementation, administration, construction management and contingencies, excluding costs of entering into the Toughbook Property Schedule, is not less than \$360,149.00.

(a) The City has incurred or will incur within six months after the date hereof substantial binding obligations to undertake the Project (in the form of binding contracts or commitments) in an aggregate amount not less than five percent of the net sale proceeds of the Toughbook Property Schedule (i.e., \$18,007.45).

(b) Work on the Project and allocation of the net sale proceeds and investment proceeds of the Toughbook Property Schedule to expenditures will proceed with due diligence to completion and it is reasonably expected the Project will be completed and all net sale proceeds of the Toughbook Property Schedule will be so allocated by June 1, 2012.

(c) The net sale proceeds of the Toughbook Property Schedule, plus investment earnings thereon, do not exceed the amount to be spent by the City to acquire and construct the Project.

(d) The City expects to spend on the Project, within not more than three years from the date hereof, all of the net sale and investment proceeds to be derived by the City from the issuance of the Toughbook Property Schedule.

Therefore, the City may invest said amounts deposited in the Project Account without yield restriction for a temporary period ending three years from the Closing Date pursuant to Section 1.148-2(e)(2) of the Regulations. Should any of the proceeds of the Toughbook Property Schedule not be so expended by the end of such period, the City may either (i) invest such amounts at a yield which does not exceed the Yield of the Toughbook Property Schedule, or (ii) comply with the provisions of Section 1.148-5(c) of the Regulations and make such payments at such times as are required pursuant to Section 1.148-5(c) to reduce the Yield on any investments made subsequent to expiration of the temporary period to a Yield not materially higher than the Yield of the Toughbook Property Schedule.

VI. No Sinking Fund.

6.1. The City has not created or established, and does not expect to create or establish, any sinking or similar fund which is reasonably expected to be used to pay debt service on the Toughbook Property Schedule or which is pledged as collateral to secure the Toughbook Property Schedule. No amounts in any other funds or accounts of the City are reserved for or pledged to the payment of debt service on the Toughbook Property Schedule or will be used to replace funds that will be used to pay debt service on the Toughbook Property Schedule.

VII. Sale Proceeds.

7.1. The sale proceeds of the Toughbook Property Schedule do not exceed the amount necessary to achieve the purposes described in Section II hereof. No portion of the Toughbook Property Schedule is issued solely for the purpose of investing the proceeds at a materially higher yield than the Yield of the Toughbook Property Schedule. None of the proceeds of the Toughbook Property Schedule will be used directly or indirectly to replace funds which were used directly or indirectly to acquire obligations with a yield that is materially higher than the Yield of the Toughbook Property Schedule.

7.2. In connection with the execution and delivery of the Toughbook Property Schedule, except as specifically provided in Sections 148(c) and (d) of the Code, the City has not engaged and will not engage in any transaction or series of transactions (i) enabling the City to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (ii) increasing the burdens on the market for tax-exempt obligations in any manner including, without limitation, by selling any obligation that would not otherwise be sold, or by selling more obligations, or issuing them sooner, or allowing them to remain outstanding longer, than would otherwise be necessary.

VIII. Miscellaneous.

8.1. The City has no present intention to sell or otherwise dispose of the facilities financed with proceeds of the Toughbook Property Schedule before the termination of the Toughbook Property Schedule. The City expects that such property will continue to be owned and operated by the City substantially in the manner in which similar property is now owned and operated for an indefinite period concluding not earlier than the final stated termination date of the Toughbook Property Schedule.

8.2. The City reasonably expects that during the term of the Toughbook Property Schedule no private business use will be made of the facilities financed with proceeds thereof and that no private payments or security will be made or furnished that would cause the Toughbook Property Schedule to consist of “private activity bonds”, within the meaning of Section 141 of the Code and applicable Regulations. No proceeds of the Toughbook Property Schedule are being or will be loaned to any nongovernmental person. The City reasonably expects that the Toughbook Property Schedule will not consist of private activity bonds within the meaning of Section 141 of the Code.

8.3. It is not expected that any replacement proceeds of the Toughbook Property Schedule will arise subsequent to the execution and delivery of the Toughbook Property Schedule.

IX. Minor Portion.

9.1. An aggregate amount not to exceed the “minor portion” amount for the Toughbook Property Schedule (\$18,007.45) may be invested pursuant to Section 148(e) of the Code and Section 1.148-2(g) of the Regulations without restriction as to Yield. To the extent the amount on hand in the Project Account has been credited thereto longer than the period described in Section 5.2 hereof, such amount may be invested up to the minor portion amount at a yield greater than the Yield of the Toughbook Property Schedule. Such amounts are Gross Proceeds of the Toughbook Property Schedule, however, and subject to the rebate requirements set forth in Sections X and XI hereof.

X. Rebate.

10.1 The City, in the Resolution, has covenanted to comply with the requirements of Section 148(f) of the Code with respect to the Toughbook Property Schedule. The City covenants that it will consult with Bond Counsel and undertake to determine what is required with respect to the rebate provisions contained in Section 148(f) of the Code from time to time

and will comply with any requirements that may be applicable to the Toughbook Property Schedule. The methodology described in this Certificate will be followed, except to the extent inconsistent with any requirements of future regulations or written advice received from Bond Counsel.

10.2. Subject to any applicable exceptions or exemptions available under the Code or regulations, detailed records with respect to each and every Nonpurpose Investment attributable to Gross Proceeds of the Toughbook Property Schedule will be maintained by the City including: (i) purchase date, (ii) purchase price, (iii) brokerage or other transaction costs of purchase, (iv) information establishing fair market value on the date such investment became a Nonpurpose Investment, (v) any accrued interest paid, (vi) face amount, (vii) coupon or Stated interest rate, (viii) periodicity of interest payments, (ix) disposition price, (x) any accrued interest received, (xi) disposition date, and (xii) brokerage or other transaction costs of disposition. Such detailed recordkeeping is required for the calculation of the Rebatable Arbitrage.

XI. Rebatable Arbitrage Calculation and Payment.

11.1. Subject to any applicable exceptions or exemptions available under the Code or regulations, the City shall pay to the United States Department of the Treasury from funds legally available therefor: (A) not later than 60 days after each Computation Date, an amount which, when added to the future value as of the Computation Date of all previous rebate payments, equals at least 90% of the Rebatable Arbitrage calculated as of such Computation Date; and (B) not later than 60 days after the final Computation Date, an amount which, when added to the future value as of the Computation Date of all previous rebate payments, equals 100% of the Rebatable Arbitrage.

11.2. Any payment required to be made pursuant hereto shall be filed with the Internal Revenue Service Center, Ogden, Utah 84201 (or at such other address as the Internal Revenue Service may from time to time designate), on or before the date such payment is due, and shall be accompanied by a completed and executed Internal Revenue Service Form 8038-T. The City shall retain records of the calculations required by this Section XI until six years after the final Computation Date for the Toughbook Property Schedule.

11.3. The City shall file or cause to be filed such reports or other documents with the Internal Revenue Service as required by Section 148(f) of the Code.

11.4. Notwithstanding anything in this Certificate or any other provisions of the Resolution to the contrary, the obligation to remit the Rebatable Arbitrage with respect to the Toughbook Property Schedule to the United States Department of the Treasury and to comply with all other requirements contained in this Certificate shall survive the defeasance of the Toughbook Property Schedule.

11.5. The Project will be owned and operated by the City and used for governmental purposes. All of the Gross Proceeds qualify for the temporary period under Section 1.148-2(e)(2) of the Regulations. Apart from the sale proceeds of the Toughbook Property Schedule and investment proceeds derived therefrom, the City does not expect that any other Gross Proceeds will arise. Thus, if the expenditure tests set forth in Section 1.148-7(d)(1)(i) of the

Regulations are met (i.e., the following percentages of Gross Proceeds are spent within the following periods beginning on the date of issuance: at least 15% within six months (August 29, 2012); 60% within one year (February 28, 2013), and 100% within eighteen months (August 29, 2013) (subject to a reasonable contractual retainage amount not exceeding five percent of the net sale proceeds of the Toughbook Property Schedule as of February 29, 2012 to be spent within 30 months after the date hereof, as defined in Section 1.148-7(h) of the Regulations)), then the City may elect to treat the Gross Proceeds as exempt from the rebate requirements of Section 148(f) of the Code pursuant to the “18 month” spending exception provided under Section 1.148-7(d) of the Regulations.

11.6. If Gross Proceeds subject to arbitrage rebate arise, either as a result of the failure to expend all Gross Proceeds as provided in Section 11.6 hereof, or from another cause, for purposes of complying with Section 148(f), the City will prepare or have prepared a calculation of the Rebatable Arbitrage for the Toughbook Property Schedule consistent with the rules described in this Section XI.

11.7. The City will prepare the calculation of the Rebatable Arbitrage within 30 days after each Computation Date and will, within 30 days after each Voluntary Computation Date, calculate the Rebatable Arbitrage on the assumption such Voluntary Computation Date is a Computation Date and file a copy of such calculations in the office of the City Clerk.

11.8. The City agrees to retain detailed records and documents relating to the expenditure of Gross Proceeds, the use of the facilities financed thereby and the investment of Gross Proceeds until three years following the retirement of the Toughbook Property Schedule to the extent required by applicable IRS rules and the Regulations and shall consult with counsel regarding such retention as appropriate.

XII. Amendments.

12.1 The City may amend or supplement the provisions of Sections X or XI hereof by filing an executed copy of such amendment or supplement with the City Finance Director accompanied by an opinion of Bond Counsel to the effect that such amendment or supplement is required by, or better complies with, the provisions of Section 148 and applicable Regulations.

WITNESS our hands, on behalf of the City, officially as Mayor, City Finance Director and City Clerk of the City of Billings, Montana as of this 29th day of February, 2012.

CITY OF BILLINGS, MONTANA

Mayor

City Finance Director

City Clerk

Language for UCC Financing Statements

Schedule 1

SECURED PARTY: U.S. Bancorp Government Leasing and Finance, Inc.

DEBTOR: City of Billings, Montana

This financing statement covers all of Debtor's right, title and interest, whether now owned or hereafter acquired, in and to the equipment sold to Debtor under Property Schedule No. 3 dated February 29, 2012 to that certain Master Tax-Exempt Installment Purchase Agreement dated as of October 28, 2011, in each case between Debtor, as Purchaser, and Secured Party, as Seller, together with all accessions, substitutions and replacements thereto and therefor, and proceeds (cash and non-cash), including, without limitation, insurance proceeds, thereof, including without limiting, all equipment described on Exhibit A attached hereto and made a part hereof.

EXHIBIT A
Description of Property

64 Toughbook docking stations
64 Toughbook car adaptors
67 Toughbook Protection Plus
67 Toughbook computers

Regular City Council Meeting

Meeting Date: 02/13/2012

TITLE: W.O. 11-19--Solid Waste Landfill Phase 5 Expansion / Phases 3 & 4 Closure,
Professional Services Contract with Great West Engineering, Inc.

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

The City of Billings Landfill has a need to expand by constructing the Phase 5 waste cell. Upon completion of the expansion and when existing cells reach their capacity, work is required for the closure/post closure of the Phase 3 and 4 cells. Proposals were requested from qualified consulting firms in November to provide the professional services for both projects. Great West Engineering, Inc. (Great West) was chosen as the preferred consultant.

ALTERNATIVES ANALYZED

Council may choose to:

- Award a Professional Services Agreement to Great West; or
- Do not award an agreement to Great West and delay the project.

FINANCIAL IMPACT

The project is being funded by Landfill Infrastructure funds, as approved in the FY 2012 budget. There are sufficient funds available to cover the costs of the Professional Services Contract.

Maximum amount being requested: \$291,900.00

RECOMMENDATION

Staff recommends that Council authorize the Mayor to execute the Professional Services Contract with Great West Engineering, Inc. for W.O. 11-19--Solid Waste Landfill Phase 5 Expansion / Phases 3 & 4 Closure in the not-to-exceed amount of \$291,900.00.

APPROVED BY CITY ADMINISTRATOR

Attachments

Great West Contract

Appendix A

Appendix B

Appendix C

Appendix D

Appendix E

Appendix F

Contract for Professional Architectural and Engineering Services

W.O. 11-19—City of Billings Solid Waste Landfill - Phase 5 Expansion / Phases 3 & 4 Closure Projects

In consideration of the mutual promises herein, City of Billings and Great West Engineering, Inc. 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 9 pages (Basic Services of Contractor);

Appendix B consisting of 2 pages (Methods and Times of Payment);

Appendix C consisting of 1 page (Additional Services of Contractor);

Appendix D consisting of 1 page (Schedule of Professional Fees);

Appendix E consisting of 1 page (Project Schedule);

Appendix F consisting of 3 pages (Certificate(s) of Insurance); and

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 her designee.
- B. "Billings" means the City of Billings.
- C. "Engineer" and/or "Contractor" means Great West Engineering, Inc.

Section 2. Scope of Services.

- A. The Contractor 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 Contractor 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 Contractor may provide, at its own expense, any other services that are consistent with this Contract.

- D. The Contractor shall provide as-built drawings on mylars 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 Contractor 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 Contractor 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, 2014.

Section 4. Compensation; Method of Payment

- A. Subject to the Contractor's satisfactory performance, Billings shall pay the Contractor no more two hundred ninety one thousand nine hundred (\$291,900) in accordance with this Section.
- B. Billings shall pay the Contractor in accordance with Appendix B and incorporated herein by reference.
- C. Each month, or at the conclusion of each phase of the Work for which payment is due, as negotiated on a per-task basis, the Contractor shall present a bill to the Administrator describing the Work for which it seeks payment and documenting expenses and fees to the satisfaction of the Administrator. If any payment is withheld because the Contractor's performance is unsatisfactory, the Administrator must, within ten (10) days of the payment denial, notify the Contractor of the payment denial and set forth, with reasonable specificity, what was unsatisfactory and why. Billings will pay Contractor within 30 days of receiving an acceptable invoice.
- D. The Contractor is not entitled to any compensation under this Contract, other than is expressly provided for in this Section.
- E. As a condition of payment, the Contractor shall have paid all City taxes currently due and owing by the Contractor.

Section 5. Termination of the Contractor's Services.

The Contractor'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 Contractor 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 therefore, 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 Contractor's services for convenience, Billings shall pay the Contractor 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 Contractor shall become the property of Billings.
- B. If the Contractor's services are terminated for cause, Billings shall pay the Contractor the reasonable value of the services satisfactorily rendered prior to termination, less any damages suffered by Billings because of the Contractor'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 Contractor under this Contract shall become the property of Billings at its option.
- C. If the Contractor 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 Contractor shall not be entitled to any compensation under this Section until the Contractor has delivered to the Administrator all documents, records, Work product, materials and equipment owned by Billings and requested by the Administrator.
- E. If the Contractor's services are terminated for whatever reason the Contractor 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 Contractor'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 Contractor'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 Contractor shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Contract, the Contractor shall furnish the Administrator with proof of insurance in accordance with Subsection B of this Section.
- B. The Contractor 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 claim.
- 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 Contractor 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 Contractor 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 Contractor 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. Contractor shall retain rights to pre-existing proprietary property including but not limited to interactive models. The Contractor shall have the right to include photographic or artistic representations of the design and construction of the Project among the Contractor's promotional and professional materials. The Contractor's materials shall not include Billings' confidential or proprietary information regardless of whether Billings has previously advised the Contractor in writing of the specific information considered by Billings to be confidential and proprietary.
- B. Equipment purchased by the Contractor 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 Contractor 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 Contractor's or subcontractor'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), e-mail, or mailed by prepaid first class registered or certified mail, return receipt requested to the following addresses:

Billings:	Will Robbins City of Billings Public Works Engineering 2224 Montana Avenue Billings, Montana 59101	e-mail: robbinsw@ci.billings.mt.us FAX: (406) 237-6291
Contractor:	Robert E.Church, PE Great West Engineering, Inc 2501 Belt View Drive Helena, MT 59601	e-mail: rchurch@greatwesteng.com FAX: (406) 449-8631

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 Contractor 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 Contractor 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 Contractor'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 Contractor;
- 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 Contractor agrees to abide by those additional requirements. Any such modification of the terms of this agreement shall be documented by the parties by mutual agreement executed through an amendment to this contract.

Section 15. Subcontracts.

The Contractor 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 Contractor delegates the provision of services shall be subject to review and approval by the Administrator before it is executed by the Contractor.
- C. Every subcontract in an amount exceeding \$1,000 shall require reasonable access to business records of the subcontractor relating to the purchase of goods or services pursuant to the subcontract.

PART II GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

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

Section 2. Nondiscrimination.

- A. The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor shall comply with any and all reporting requirements that may apply to it which the City of Billings may establish by regulation.
- D. The Contractor 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 subcontractor or vendor of the Contractor under this Contract.
- E. The Contractor shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.

Section 3. Permits, Laws, and Taxes.

The Contractor 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 Contractor under this Contract shall comply with all applicable statutes, ordinances, rules and regulations. The Contractor 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 in 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:

Contractor: President Daniel M. McCauley, PE or
Vice President Robert Church, PE

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 Contractor shall indemnify, defend, save, and hold Billings harmless from 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 Contractor or any agent, employee or subcontractor as a result of the Contractor's or any subcontractor's performance pursuant to this Contract.

- A. The Contractor 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 Contractor, the Contractor 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 Contractor's or any subcontractor's wrongful or negligent acts occurring as a result from the Contractor's performance pursuant to this Contract.

Section 10. Inspection and Retention of Records.

The Contractor 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 Contractor is to complete performance in accordance with Section 2 of the Special Provisions. Upon request, and within a reasonable time, the Contractor 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 Contractor 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 Contractor 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

Contractor

Mayor

Great West Engineering, Inc.

Date: _____

Name: Daniel McCauley

ATTEST:

Title: President

Date: _____

City Clerk

IRS Tax ID # 20-2501633

Date: _____

APPROVED AS TO FORM:

By _____
BRENT BROOKS, City Attorney

Date: _____

STATE OF MONTANA)
)
) :ss.
COUNTY OF _____)

On this ____ day of _____, 20__, 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 _____, Montana
My Commission Expires: _____

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

Appendix A

Basic Services of Engineer

Section 1. Engineer's Rights and Duties.

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.

- J. 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.
- K. 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 Robert E. Church, PE working under the Principal-in-Charge, Daniel M. McCauley, PE.

Section 2. Billings Rights and Duties.

- A. 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. Billings shall provide general inspection as necessary and pre-determined and coordinated with Engineer (Engineer will be responsible for all specialty inspections and other inspections as specifically designated in this contract or as coordinated with City).
- B. Name a Task Director who shall be the liaison between the Engineer and Billings. For this project, the Task Director designated is Will Robbins, City Staff Engineer.

Section 3. Scope of Work.

TASK 1 – PHASE 5 LANDFILL CELL PRELIMINARY DESIGN

A. Surveying/Mapping

The Engineer shall conduct a detailed topographic survey of the Phase 5 expansion area. The survey will be used to prepare a detailed design level base map of the project area.

B. Evaluate Cell Design Alternatives

The Engineer shall evaluate alternatives for the cell design within the framework of the Master Plan work that has already been completed to date. Design alternatives will be evaluated and discussed with City staff and a preferred alternative selected.

C. Draft Design Submittal

The Engineer shall prepare the necessary plans and report to be submitted to the local and State officials for the proposed expansion cell. The plans shall delineate the location of the new cell, proposed drainage ditches, on-site access roads and typical sections and details delineating the liner and leachate collection system, and cell base contours. It is anticipated the City will use the same liner design section as was utilized in the cell 4 expansion.

D. QA/QC Plan

The Engineer will prepare a Quality Assurance/Quality Control (QA/QC) plan for the construction of the Phase 5 cell expansion. The QA/QC plan will describe the quality

assurance measures to be implemented during construction to insure the project is constructed properly in accordance with the plans and specifications. The QA/QC plan will be submitted to the DEQ for approval.

TASK 2 - PHASE 5 LANDFILL CELL ALTERNATIVE LINER DEMONSTRATION & HYDROGEOLOGIC & SOILS STUDY

The landfill expansion will require the preparation of an alternative liner demonstration and hydrogeologic and soils study. Soils testing and field investigations already completed on the site from previous work will be utilized to the extent possible. However, some additional investigations will be necessary to ascertain the characteristics of subsurface of materials in the Phase 5 area. The DEQ rules have changed significantly for alternative liner demonstrations since Phase 4 was permitted. These rule changes require additional modeling and analysis. However the intent is to use the same lining design on the Phase 5 liner as was used for Phases 3 and 4.

A. Data Review

Existing reports and data will be reviewed to determine the types of information available for completing the liner-related design and evaluation. Types of information which will be compiled include groundwater elevations, groundwater flow direction, aquifer characteristics, soil types, soil permeabilities, and soil density tests. Cost estimates for this item are based on maximum use of the existing available data for the site. However, some specific data will need to be obtained from the Phase 5 cell area.

B. Geotechnical Investigations

Three boreholes will be drilled in the Phase 5 expansion area in order to determine the types of materials present and the depth to groundwater in this area. Holes will be logged, samples taken, and laboratory testing conducted on representative samples from the boreholes. All of the soil laboratory testing required under this task will be completed by Consultant.

C. Alternative Liner Demonstration

An alternative liner demonstration will be completed in accordance with the Administrative Rules of Montana. It is anticipated the City will utilize the same liner system design for Phase 5 as has been previously approved for Phase 3 and Phase 4. The alternative liner demonstration will meet the new DEQ rules governing approval of alternative liner systems. The deliverables for the task will consist of a draft and final report.

TASK 3 - PHASE 5 LANDFILL CELL FINAL DESIGN, PLANS AND SPECIFICATIONS

A. Final Cell Design

The Engineer shall finalize the design of the proposed new cell delineating the base contours and details of the liner, and leachate collection system. The final design shall incorporate changes based on the City's and DEQ's review of the preliminary design plans and supporting documentation.

B. Final Site Plan

The Engineer shall finalize the design and location of the on-site roads, ditches, ponds, etc. and prepare a final site plan.

C. On-site Roads

The Engineer shall prepare the design and necessary plans for any access roads needed for the cell.

D. Final Design Report

The Engineer's Scope of Work shall include preparing a Final Design Report and submitting the necessary information along with the plans and specifications to obtain approval from the State DEQ.

E. Permitting

The Engineer will assist the City in applying for and obtaining any required permits.

F. Plans, Specifications and Bid Documents

The Engineer shall prepare and assemble the plans, specifications and bid documents for the items listed above. This package shall be submitted to the Owner and the DEQ for review and comment.

TASK 4 - PHASE 5 LANDFILL CELL BIDDING AND AWARD PROCEDURES

For the work included in Task 4, the Engineer shall provide the necessary work to advertise and receive bids and award construction contract(s). The major tasks shall be as follows:

A. Assistance in Bidding Procedures

The Engineer shall prepare and distribute sufficient copies of plans and specifications to qualified bidders and shall assist the Owner in obtaining competitive bids. The Engineer will address questions from general contractors and prepare addendums, if necessary. The Engineer shall arrange, attend, and conduct a pre-bid conference. Engineer shall review and tabulate all bids and make a recommendation to the Owner on the selection of a general contractor. Engineer shall issue Notice of Intent to Award.

The budget does not include attendance at the bid opening by any Engineer personnel.

B. Award & Agreements

Upon award of the bids, the Engineer shall issue a Notice of Award, prepare the necessary Agreements, Performance and Payment Bond forms and Notice to Proceed forms for use in awarding the contract.

TASK 5 - PHASE 5 LANDFILL CELL CONSTRUCTION ENGINEERING

After the construction contract has been awarded, the Engineer shall provide the engineering and construction management necessary to assure that the work conforms to the plans and specifications and local, State and Federal requirements. These services shall include:

A. Excavation Staking for City Construction Activities

The City may need intermediate construction staking prior to the letting of the cell liner contract if the City elects to excavate material from Phase 5 prior to letting of the construction contract. The task has two interim surveying trips budgeted for construction staking should the City require it.

B. Pre-Construction Conference

The Engineer shall conduct a pre-construction conference to discuss all appropriate details concerning the construction of the improvements with the General Contractor, owner and Local and State officials. An on-site visit will be included.

C. Control Staking

The Engineer shall provide necessary control staking including offset lines, bench marks and other pertinent information to allow the General Contractor to construct the project and the inspector can check and approve the work.

D. Shop Drawings

The Engineer shall review all shop drawings submitted by the General Contractor to assure that all materials, systems and components meet or exceed the specifications.

E. Inspection

The Engineer shall provide inspection for the duration of the construction period. The inspector shall be responsible for construction adhering to the requirements of the plans and specifications. Inspector shall keep daily logs of the work performed and provide to the Owner weekly progress reports. The budget proposed is based on a maximum construction period of 115 calendar days, with full-time inspection included during installation of liner and piping components. The Engineer will coordinate with City inspectors during routine construction elements including excavation, embankment and liner cover activities. The Engineer will conduct periodic inspections during these construction elements.

F. Progress Meetings

The Engineer shall conduct progress meetings as necessary to provide updates to the construction schedule and tasks.

G. Quality Control

The Engineer shall perform the necessary quality control for the installation of the liner and leachate collection system. The fee estimate included in this agreement is based upon a system that includes a compacted liner subgrade, 60 mil HDPE liner, and leachate collection system with all the necessary piping to be installed in the cell. The Scope of Work shall include the following:

1. Inspecting and monitoring the installation of the liner subgrade. Specifications will be written such that the General Contractor will pay for laboratory testing required during construction.
2. Inspection and monitoring installation of HDPE liner and non-woven fabric for liner protection.
3. Inspection of the LCS system elements including inspection and testing of the drainage media, protective soil layer, piping, manholes and other pertinent materials.
4. Preparation of a QA/QC report that summarizes all inspections and tests. The QA/QC report will certify the quality of the work. Copies of the manual shall be submitted to the Owner and State DEQ.

H. Nuclear Density Testing

The Engineer's inspector will provide and/or coordinate nuclear density and moisture testing of all compacted subgrade and engineered fill. The Engineer will provide a licensed and calibrated nuclear densometer for density and moisture testing.

I. Soil Testing

Soil laboratory testing will be needed during construction. Owner will pay for all proctor, gradation, Atterberg limits and remolded permeability testing needed during construction. Engineer will coordinate collection and delivery of samples to Owner's subcontracted laboratories, and provide at least two weeks' notice for such tests.

J. Requests for Information / Change Orders

The Engineer shall review and respond to Requests for Information (RFIs) received from the Construction General Contractor. Engineer shall recommend and prepare change orders as needed to be approved and processed by the City.

K. Payment Requests

The Engineer shall review each monthly payment request submitted by the General Contractor. Upon approval of each request, Engineer shall coordinate with the Owner for payment. Construction payment applications shall conform to the City's standard format unless an alternate format is mutually agreed to. Retainage releases (for both Engineer and construction contractor) will NOT be included in payment applications, but shall be in written and signed format.

L. Final Inspection & As-Built Drawings

Upon completion of all work, the Engineer shall conduct a final inspection of the project. Upon approval of all work, the Engineer shall write a letter of acceptance to the Owner. The Engineer shall also prepare "As-Constructed" drawings and submit them to the Owner and applicable State agencies for final approval. Owner shall receive record drawings in 'D' size (11" x 17") format and a PDF file on computer disc. Two (2) copies of each format shall be provided to Owner.

Task 6 – PHASE 3 AND 4 LANDFILL CLOSURE - FINAL DESIGN, PLANS, & SPECIFICATIONS

It is anticipated that the Phase 3 and 4 closure projects will be combined into one project.

A. Surveying/Mapping

The Engineer shall conduct a detailed topographic survey of the Phase 3 and 4 closure area. The survey will be used to prepare a detailed design level base map of the project area.

B. Closure Design Plans

The Engineer shall prepare the necessary plans and report to be submitted to the local and State officials for the proposed closure area. The plans shall delineate the location of the closure area, final grading plan, drainage ditches, on-site access roads and typical sections and details delineating the final cover system. The City has obtained approval of the alternative cover design for all future closure projects at the landfill. Therefore, it is unnecessary to go through the alternative cover demonstration process for this project, but Engineer shall complete tasks necessary to obtain DEQ approval.

C. QA/QC Plan

The Engineer will prepare a Quality Assurance/Quality Control (QA/QC) plan for the construction of the Phase 3 and 4 closure project. The QA/QC plan will describe the quality assurance measures to be implemented during construction to insure the project is constructed properly in accordance with the plans and specifications. The QA/QC plan will be submitted to the DEQ for approval.

D. Final Design Report

The Engineer's Scope of Work shall include preparing a Final Design Report and submitting the necessary information along with the plans and specifications to obtain approval from the State DEQ.

E. Permitting

The Engineer will assist the City in applying for and obtaining any required permits.

F. Plans, Specifications and Bid Documents

The Engineer shall prepare and assemble the plans, specifications and bid documents for the items listed above. This package shall be submitted to the Owner and the DEQ for review and comment.

Task 7 – PHASE 3 AND 4 LANDFILL CLOSURE - BIDDING SERVICES

For the work included in Task 7, the Engineer shall provide the necessary work to advertise and receive bids and award construction contract(s). The major tasks shall be as follows:

A. Assistance in Bidding Procedures

The Engineer shall prepare and distribute sufficient copies of plans and specifications to qualified bidders and shall assist the Owner in obtaining competitive bids. The Engineer will address questions from general contractors and prepare addendums, if necessary. The Engineer shall arrange, attend, and conduct a pre-bid conference. Engineer shall review and tabulate all bids and make a recommendation to the Owner on the selection of a general contractor. Engineer shall issue Notice of Intent to Award.

B. Award & Agreements

Upon award of the bids, the Engineer shall issue a Notice of Award, prepare the necessary Agreements, Performance and Payment Bond forms and Notice to Proceed forms for use in awarding the contract.

Task 8 – PHASE 3 AND 4 LANDFILL CLOSURE CONSTRUCTION ENGINEERING

Prior to construction beginning, this task will be added via contract amendment.

Task 9 – ALTERNATIVE COVER MONITORING

As part of the approval of the Phase 2 alternative final cover design, the Montana DEQ required that the City monitor performance of the cover system over the next five years. The City submitted an amendment to the Closure/Post-Closure Plan in April 2011, which was subsequently approved by the Montana DEQ. The amendment includes a detailed Alternative Cover Monitoring Procedure (ACMP) which provides detailed data collection and reporting procedures. This contract item covers completion of those tasks through the termination date of this contract. Specific monitoring tasks included in this contract are itemized in the following sections.

A. Lysimeter Data Collection & Reporting

The City constructed a lysimeter to monitor percolation through a plot constructed to the specifications of the full scale Phase 2 closure project. Data collected from the lysimeter will be downloaded semi-annually by the Engineer. This information will be used in conjunction with annual weather data to estimate a water balance for year and evaluate the performance of the final cover design. The Engineer will submit an annual lysimeter performance report to the City and DEQ for the years 2012, 2013 and 2014. More details on the procedures are included within the ACMP. The lysimeter testing actually extends for five years, however three years was included in this scope because that is the length of the contract. The City may be able to petition the DEQ for termination of the monitoring after three years if data shows good performance. If the final two years of monitoring are required, this task may be extended by mutual consent via a contract amendment.

B. Alternative Cover Soil-Moisture Monitoring

The DEQ requires soil moisture and lab soil testing be conducted on three sites within the Phase 2 Closure area three years after completion of construction. Therefore these samples will be collected during the summer of 2014. Engineer will collect these

samples and lab testing fees are included in the contract for this task. A summary of the lab test results and findings will be submitted to the City and Montana DEQ for approval. A detailed description of the test procedures and reporting is included in the ACMP.

C. Revegetation Monitoring

The DEQ requires the City to monitor the performance of the revegetation of the Phase 2 closure area. This will include a field investigation and annual report. The approved schedule includes investigations two years and three years after completion of construction. Therefore, investigations will be completed in the early summer of 2013 and 2014. The results of these field investigations and analysis will be submitted to the DEQ and City for approval. A detailed description of the test procedures and reporting is included in the ACMP.

ADDITIONAL SERVICES Additional services that are outside the scope of this budget are listed in Appendix C of the contract.

City Staff Requirements:

We will work closely with Solid Waste Division and City Engineering staff throughout the entire project and actively solicit ideas and comments from the staff as we develop the plan. However, the actual time demands of City staff for this project will be minimal. We will need the City to provide copies of all the necessary records, and we will need staff to be available for site tours and interviews. We also expect that key staff will review and comment on draft deliverables during the course of the project. Finally, it is possible that City Solid Waste equipment and an operator may be needed in the event that additional site soils investigations become necessary during the project.

Current billing rates are attached in Exhibit D.

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. Each pay estimate shall delineate costs associated with respective tasks.

Partial payment shall be made to 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. Partial release of retainage may be requested upon completion of milestone tasks. Milestone tasks for the purposes of this contract are tasks 1, 3, 5, 6, 8 and 9. 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. The Engineer shall be paid based upon actual time accrued, but not to exceed the following amounts:

\$111,000 Tasks 1-4

Task 1: Phase 5 Landfill Cell Preliminary Design

Task 2: Phase 5 Landfill Cell Alternative Liner Demonstration and Hydrogeologic & Soils Study

Task 3: Phase 5 Landfill Cell Final Design, Plans & Specifications

Task 4: Phase 5 Landfill Cell Bidding and Award Procedures

\$ 90,200 Task 5: Phase 5 Landfill Cell Construction Engineering

\$ 56,700 Tasks 6-7

Task 6: Phase 3 and 4 Closure—Final Design, Plans & Specifications

Task 7: Phase 3 and 4 Closure—Bidding and Award Procedures

\$ 34,000 Task 9: Alternative Cover Monitoring

\$291,900

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

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

Section 3. Corrections.

Costs of Billings's work that are 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. Any work desired by the City on these task items will be negotiated with the City on a task by task basis:

- A. Field and laboratory testing of materials and reports other than those that are specifically outlined in the scope.
- B. Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study.
- C. Tier II air emissions testing or analysis.
- D. Stormwater SWPPP or discharge permit updates.
- E. Operations & Maintenance Plan.
- F. Laboratory testing of liner materials.
- G. Additional services not specifically listed in Tasks 1-9 in Appendix A.

Appendix D

Schedule of Professional Fees

SCHEDULE OF BILLING RATES*	
	<u>Hourly Rate</u>
Clerical Support.....	\$ 50
Project Assistant.....	57
Project/Marketing Coordinator	67
Project Administrator	93
Engineering Intern	73
Construction Inspector	93
CADD Operator/Designer.....	88
Senior CADD Operator/Designer	90
Survey Party Chief.....	85
Engineer 1.....	85
Engineer 2/Field Inspector	90
Engineer 3	95
Land Surveyor.....	92
Senior Technician/Planner	95
Senior Hydrogeologist	104
Senior Designer	105
Project Manager 1	104
Project Manager 2	112-123
Project Manager 3.....	133
Project Manager 4	138
Senior Project Manager	154
Principal/Project Manager	169
Reimbursable Expenses include but are not limited to:	
Auto Mileage.....	\$.65/mile
Outside Consultants	1.10xcost
Shipping & Delivery	1.10xcost
Fees & Permits.....	1.10xcost
Supplies	1.10xcost
Travel and Per Diem	1.10xcost

*These rates are effective January 1, 2012. They are subject to update in January 2013.

Appendix E

Project Schedule

Based on a notice to proceed by Billings dated no later than February 15, 2012, the targeted completion date for the Engineer's work through final design for the Phase 5 Expansion shall be:

Task 1 and 2	Submit Design to DEQ for Phase 5	April 15, 2012
Task 3	Final Design of Phase 5	June 15, 2012
Task 4	Phase 5 Construction Award	August 1, 2012
Task 5, 6, 7	Phase 3 and 4 Closure Project	Schedule dependent on when capacity is reached, estimated to be Spring, 2014. Work will not begin prior to that time unless requested by City.
Task 9	Alternative Cover Monitoring	Schedule itemized in Scope of Work

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
Certificates of Insurance

See attached Certificates of Insurance.

Regular City Council Meeting

Meeting Date: 02/13/2012

TITLE: Approval of the Statewide Air Quality Equipment Purchase Agreement Between the City of Billings and the State of Montana for a New Street Sweeper

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

The City of Billings is eligible and has made an application to the Montana Department of Transportation (MDT) for a new street sweeper as part of the Montana Air and Congestion Initiative (MACI) statewide program. As a result of that application, the City of Billings was selected to receive a new Elgin mechanical broom sweeper. The program requires that the City pay 13.42% of the total cost for the new sweeper and requires that the city sign an agreement with MDT for that sweeper. This sweeper will replace the oldest sweeper in the Public Works fleet that is scheduled for replacement this year through the equipment replacement program (ERP). This sweeper will be delivered to MDT in Helena and the City of Billings will be required to transport the unit from Helena to Billings.

The Public Works Department owns and operates six street sweepers. The downtown area is swept every day that weather permits and each street in the city is swept during spring cleanup in March and April. Following spring cleanup, the sweepers continue to sweep the city streets as weather permits.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the statewide air quality equipment purchase agreement between the City of Billings and the State of Montana for a new street sweeper and authorize payment, or
- Do not approve the statewide air quality equipment purchase agreement between the City of Billings and the State of Montana for a new street sweeper. In this alternative the City would purchase a new sweeper as approved in the ERP and pay 100% of the cost of that sweeper.

FINANCIAL IMPACT

MDT has bid the purchase of this and other sweepers for the statewide air quality equipment purchase program. The total cost of the sweeper is \$203,141. MDT will pay 86.58% of this amount (\$175,879) and the City will be responsible for 13.42% (\$27,262) of this amount. The City's funding will come from the money that was reserved for the purchase of the new sweeper through the ERP. In addition, the agreement requires that the city pay MDT for indirect costs (IDC) which are currently estimated at 9.64% applied toward the total project contribution of the city. The IDC costs are in addition to the local match and are subject to change by MDT. The IDC is estimated to be under \$2,700. The City will also be responsible for transportation costs of the unit from Helena to Billings, which are estimated to be \$1,000.

RECOMMENDATION

Staff recommends that the City Council approve the Agreement between the City of Billings and the State of Montana for the new street sweeper and authorize payment for the City's portion of the sweeper, the IDC costs for MDT and the transportation costs for the new sweeper.

APPROVED BY CITY ADMINISTRATOR

Attachments

Agreement

Memorandum of Agreement
Between the
Montana Department of Transportation (MDT) and the City of Billings
for Air Quality Equipment – Project UPN 6770 - CM STWD (110)
CFDA# 20.205

This Agreement made and entered into by and between the Montana Department of Transportation (MDT) and the City of Billings is to address the need for improving air quality by reducing PM-10 Particulate matter in Billings. The acquisition of equipment identified in this Agreement provides the City of Billings the means to reduce PM-10 particulate matter and it is understood the equipment will be used solely for this purpose. The parties to this Agreement agree to the following:

1. The purpose of this Agreement is to set forth the terms and conditions for the MDT to acquire, and then transfer title of one (1) Mechanical Sweeper.

Item Description: (1) Mechanical Sweeper – Broom Bear
Total Cost inclusive of Indirect Cost:

\$203,141

2. This agreement is effective for this equipment purchase for the useful life of the equipment as per Title 49 CFR Subtitle A. Actual award is contingent on FHWA funding.

3. It is understood and agreed between the parties that: Section 17-1-106. MCA requires any state agency, including MDT that receives non-general funds to identify and recover its indirect costs. These costs are in addition to direct project costs. MDT's indirect cost rate is determined annually as a percentage of the project's direct costs to cover the projects share of MDT's indirect costs as defined by 2 CFR Part 225 (formerly OMB Circular A-87). MDT's current indirect cost rate is 9.64% for this project.

For this project, MDT billings to the City of Billings will include a charge for the indirect costs at the current fiscal year indirect cost rate, which amount will be applied toward the total project contribution of the City. If this project extends across more than one fiscal year, more than one annual rate will be involved, as the rates may change during the life of the project.

4. The acquisition of the equipment shown above under item (1) will be funded with Montana Air and Congestion Initiative (MACI) program funds made available to the City of Billings and non-federal local match. The financial responsibility of the parties in this Agreement is:

MDT	MACI Funds (86.58%)	\$175,879
City of Billings	Non-Federal match (13.42%)	<u>\$ 27,262</u>
	Total	\$203,141

5. Method of payment – MDT will invoice the City of Billings for the non-federal matching funds shown under item (4) once the equipment vendor has been selected and no more the 60-days prior to delivery. The local agency will submit payment to MDT within thirty (30) days of billing. If payment is not made within that thirty (30) day period, interest on the unpaid amount will accrue at the rate of 10% per year, and continue to accrue until paid in full. If the City of Billings does not make timely payment, MDT may not participate in any future funding agreements with the City of Billings until full payment, including interest, is received. The equipment will not be released by MDT until these requirements are met. The contact for billing, accounting and change order questions for the Local Agency shall be:

Vern Heisler, Deputy Public Works Director, City of Billings, 2224 Montana Avenue, Billings, MT 59101

6. Receipt of Equipment – the equipment listed under item (1) will be delivered by the vendor to MDT in Helena, MT. The City of Billings agrees to receive the equipment from MDT Equipment Shop located in Helena, MT, and to bear the cost of transporting the equipment to their locale. The City of Billings agrees to activate the warranty and title of the equipment upon receipt from MDT. The City of Billings agrees to maintain the project equipment at a high level of safety and mechanical soundness.

7. Retention /Disposal of Equipment – The City of Billings agrees to retain and maintain the equipment for its stated program purposes for the useful life of the equipment. After its useful life, any income generated by the lease, sale, or other use of equipment acquired with federal funds, shall be on the basis of fair market value. Such income shall be used on this Congestion Mitigation and Air Quality (CMAQ) project or any other Title 23 (transportation) eligible project. The City of Billings agrees to record the receipt of the proceeds of the lease, sale or other use of the equipment in the City of Billings accounting system, showing that the funds are restricted for use in a subsequent acquisition of equipment compatible with the program purpose. The City of Billings agrees to maintain records of the disposition of the equipment for a period of three years beyond the useful life of the equipment, failure to comply with this may impact the City of Billings future program eligibility.

8. Access and Retention of Records – The City of Billings agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine compliance with this Agreement. The City of Billings agrees to create and retain records supporting this Agreement for a period of three years after the completion date of this Agreement or the conclusion of any claim, litigation or exception relating to this Agreement taken by the State of Montana or a third party.

9. Assignment, Transfer and Subcontracting – The City of Billings shall not assign, transfer or subcontract any portion of this Agreement without the express written consent of the State.

10. Choice of Law and Venue – In the event of litigation concerning this Agreement, venue will only be in District Court of the First Judicial District of the State of Montana in and for the County of Lewis and Clark. This Agreement will be interpreted according to Montana law.

11. Agreement Modification – Any change to this Agreement will only be by written agreement between parties.

12. Indemnification - The City of Billings agrees to protect, defend, and save the State, MDT, its elected and appointed officials, agents and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the costs of defense thereof, arising in favor of the City of Billings' employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of the City of Billings' performance of this Agreement, including any use of the equipment purchased under this Agreement.

13. Severability and Integration – If any single part or parts of this Agreement are determined to be void, the remaining parts will remain valid and operative. This Agreement, as written, expresses the total, final and only agreement of the parties relevant to its subject matter. No provision, expressed or implied, arising from any prior oral or written request, bid, inquiry, negotiation, contract, or any other form of communication shall be a provision of this Agreement unless specifically provided within the written terms herein.

14. Compliance with Laws – The City of Billings, in the performance of this Agreement, fully comply with all applicable federal, state or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Attachment A, Non-Discrimination Notice, is incorporated into

this Agreement and during the performance of this Agreement, The City of Billings for itself, its assignees and successors in interest, agrees to adhere to the contents of Attachment A.

15. Termination – The parties may mutually terminate this Agreement in writing at any time. MDT, at its sole discretion, may terminate or reduce the scope of this Agreement if available funding is reduced for any reason. MDT may terminate this Agreement in whole or in part at any time City of Billings fails to perform the Agreement terms as set forth.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

STATE OF MONTANA
DEPARTMENT OF TRANSPORTATION

By: _____
Lynn Zanto
Planning Administrator
Dated: _____, 2012

BILLINGS CITY COUNCIL
BILLINGS, MONTANA

By: _____
Thomas W. Hanel
City of Billings Mayor
Dated: _____, 2012

Attest: _____
City Clerk

Approved for Legal Content

By: _____ Date _____, 2012
MDT Legal Services

By: _____ Date _____, 2012
City of Billings Attorney (optional)

Attachment A

NON-DISCRIMINATION NOTICE

During the performance of this Agreement, and the local agency named in this agreement, City of Billings, (hereafter in this Section "the Party"), for itself, its assignees and successors in interest, agrees as follows:

A) COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS

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

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

B) COMPLIANCE WITH THE MONTANA GOVERNMENTAL CODE OF FAIR PRACTICES, SEC. 49-3-207, MCA

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

C) COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

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

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

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

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

Regular City Council Meeting

Meeting Date: 02/13/2012

TITLE: Transportation Improvement Program (TIP) Amendment III

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

Federal regulations require that Metropolitan Planning Organizations (MPOs) review and update their Transportation Improvement Program (TIP) periodically. Due to cost updates to several projects, the current 2010- 2014 TIP for the Billings MPO requires an amendment. This amendment will be called the 2010- 2014 TIP Amendment III. The projects that have been amended include a Pavement Preservation project on Laurel Road and Montana Avenue, Equipment Purchase for a City Street Sweeper, MET Bus Operating, Safe Routes to School, and CTEP project funding.

The Transportation Improvement Program is a short-range program of highway and transit projects in the Billings Metropolitan Planning Organization area and is prepared by Planning Division staff in cooperation with state and local agencies. The basic purpose of the TIP is to provide the mechanism for scheduling federal funds for surface transportation projects, indicate regional priorities, and demonstrate a short range transportation vision for the area. A secondary purpose of the TIP is to provide information about other transportation projects in the urbanized area that are exempt from the TIP approval process such as projects that do not utilize federal funds.

This TIP Amendment is being presented to the City Council for review due to a modification of federal funding. Staff has attached a summary sheet identifying the projects changes, and the TIP document with changes shown in color. Staff will be available to answer questions at the February 13 Council meeting.

ALTERNATIVES ANALYZED

The current amendment includes updates of federal funding for several projects in the Billings area. The Council may elect to recommend approval of the 2010-2014 TIP Amendment III in order to continue the implementation of federally funded transportation projects as presented. If Council chooses to recommend modifications to the proposed program, the Council's representative will present these recommendations to the Policy Coordinating Committee (PCC) for further consideration.

FINANCIAL IMPACT

A range of federal funding sources is available to the Billings Urban Area for the purposes of funding transportation system improvements. A list of those sources is shown in the TIP. There is usually no direct impact to City funds in budgeting for these projects given the federal funding sources.

RECOMMENDATION

Staff recommends that Council approve the 2010-2014 TIP Amendment III and forward that recommendation to PCC through its designee.

APPROVED BY CITY ADMINISTRATOR

Attachments

TIP Amendment Summary Sheet

TIP III Document Table Updates

TIP AMENDMENT III

TABLE 3 – REVENUE ESTIMATES:

- Added Project -25th Street Pedestrian Bridge \$54,457
- Updated Transit Section 5307 FFY 2011-2014 Funding
- Updated MACI Funding for Sweeper - \$265,562
- Placeholders for CTEP allocation of - \$544,211 for 2011

TABLE 4(a)

- Added 25th Street Bridge TCSP Funding

TABLE 4(b)

- Various Projects (Pavement Preservation) Laurel Rd. & Montana Ave.
- MACI – City Sweeper

TABLE 5 – SECTION 5307 CHANGES

7/1/2010 to 6/30/2011

7/1/2011 to 6/30/2012

7/1/2012 to 6/30/2012

7/1/2013 to 6/30/2014

TABLE 8-FFY 2011

- Revised Section 5307 column from \$1,633,508 to \$1,421,420
- Placeholders for the CTEP allocation of \$544,211 for 2011
- Added Safe Routes to School Placeholder of \$45,000
- Added in I-90 Pavement Preservation Project of \$2,913,107

TABLE 9 – FFY 2012

- Added 25th Street Pedestrian Bridge \$62,898
- Added MDT-MACI Equipment Purchase, Sweeper \$220,562
- Revised Section 5307 column from \$1,711,588 to \$1,478,277
- Added Placeholders for the CTEP allocation of 688,255 for 2012

TABLE 10 – FFY 2013

- Revised HSIP/UPP column \$1,600,000
- Revised Section 5307 column to \$1,537,408
- Added a Place holder for the CTEP allocation of \$688,255 for 2013

TABLE 11 – FFY 2014

- Updated Section 5307 column from \$1,598,904
- Updated CTEP allocation of \$688,255 for 2014

(Table 3) -TRANSPORTATION REVENUE ESTIMATES (2010-2014)																						
BILLINGS, MONTANA																						
YEAR	SURFACE TRANS PROGRAM (STP) (URBAN)*	MONTANA AIR CONGESTION INITIATIVE (MACI)*	EARMARKS (MT/NC/PD/ DEMO)****	SURFACE TRANSPORTATION ENHANCEMENT (CTEP)*	TRANSIST SEC 5316 JARC	TRANSIST SEC 5317 NEW FREEDOM	TRANSIST SEC 5309	TRANSIST SEC 5307	TRANSIST SEC 5310	GAS TAX CITY	GAS TAX COUNTY	TRANSADA	ARRA HIGHWAY	NATIONAL HWY SYSTEM (NHIS) INTERSTATE MAINTENANCE (IM)	HSIP	RRP SRTS	UPP	OTHER SRTS MDOT MACI	ARRA TRANSIT	OTHER FUNDS (LOCAL)		TOTAL
2010				CITY	\$ 533,502	\$ 150,000	\$ 65,000						**							OPER.	\$ 3,305,486	
	\$ 1,127,496	\$ 3,082,315	\$ 30,325,355	COUNTY	\$ 598,416		\$ 247,000	OPER.	\$ 1,417,608	\$ 138,070	\$ 1,728,501	\$ 272,633	\$ 462,963	\$ 1,000,000	\$ 7,534,847		\$ 2,264,492	\$ 50,000	***	SEC.5310	\$ 34,517	\$ 54,338,201
2011				CITY	\$ 493,249	\$ 150,000	\$ 65,000						**							OPER.	\$ 3,354,771	
	\$ 2,587,036	\$ 835,170	\$ 500,000	COUNTY	\$ 195,006			OPER.	\$ 1,421,420	\$ 125,000	\$ 1,732,721	\$ 274,510	\$ 462,963		\$ 12,345,907		\$ 1,201,936	\$ 45,000		SEC.5310	\$ 16,750	\$ 25,806,439
2012				CITY	\$ 340,246	\$ 150,000	\$ 65,000						**							OPER.	\$ 3,401,738	
	\$ 2,587,036	\$ 835,170	\$ 54,457	COUNTY	\$ 203,954				\$ 1,478,277	\$ 125,000	\$ 1,728,501	\$ 272,633	\$ 462,963				\$ 727,814	\$ 265,562		SEC.5310	\$ 16,750	\$ 12,715,101
2013				CITY	\$ 493,249	\$ 150,000	\$ 65,000						**							OPER.	\$ 3,449,362	
	\$ 2,587,036	\$ 835,170		COUNTY	\$ 195,006				\$ 1,537,408	\$ 125,000	\$ 1,728,501	\$ 272,633	\$ 462,963			\$ 1,600,000	\$ 45,000		SEC.5310	\$ 16,750	\$ 13,563,078	
2014				CITY	\$ 493,249	\$ 150,000	\$ 65,000						**							OPER.	\$ 3,497,653	
	\$ 2,587,036	\$ 835,170		COUNTY	\$ 195,006				\$ 1,598,904	\$ 125,000	\$ 1,728,501	\$ 272,633	\$ 462,963			\$ 40,000	\$ 45,000		SEC.5310	\$ 16,750	\$ 12,112,865	
TOTAL	\$ 11,475,640	\$ 6,422,995	\$ 30,879,812	CITY	\$ 2,353,495	\$ 750,000	\$ 325,000	\$ 247,000	OPER.	\$ 7,453,617	\$ 638,070	\$ 8,646,725	\$ 1,365,042	\$ 2,314,815	\$ 1,000,000	\$ 19,880,754	\$ 5,834,242	\$ 450,562	\$ -	OPER.	\$ 17,009,010	\$ 118,535,684
				COUNTY	\$ 1,387,388															SEC.5310	\$ 101,517	
FUNDING PROJECTIONS ARE BASED ON BEST AVAILABLE INFORMATION AND ARE SUBJECT TO CHANGE GIVEN CURRENT FUNDING UNCERTAINTIES AND UNKNOWN IMPACTS OF FUTURE CONGRESSIONAL OR OTHER FEDERAL ACTIONS.																						
FEDERAL PROGRAM FUNDING AVAILABILITY MAY IMPACT THE SCHEDULING OF PROJECTS. FUNDING BEYOND 2010 WILL BE SUBJECT TO THE OBLIGATION LIMITATION SET BY THE ANNUAL APPROPRIATION PROCESS.																						
* Includes carryover																						
** Includes Local Match																						
***ARRA FUNDS \$1,884,898 OBLIGATED-REVISED POP IN 2010.																						
****Pending Congressional Approval																						

**TRANSPORTATION IMPROVEMENT
PROGRAM (TIP) FY 2010 – 2014**

(TABLE 4-a) -TRANSPORTATION PRIORITY LIST BILLINGS, MONTANA						
RANK	PROJECT	TYPE OF WORK	PROJECT LENGTH	PHASE	ESTIMATED COST	FUNDING SOURCE
SURFACE TRANSPORTATION PROGRAM-URBAN (STPU)						
	BENCH BLVD. NORTH - PHASE I	Reconstruction		CONST.	\$3,369,000	STPU
	GRAND AVENUE	Reconstruction	1	PE RW IC CONST.	UNKNOWN UNKNOWN UNKNOWN UNKNOWN	
				TOTAL	<u>\$0</u>	
	32ND STREET WEST	Construction	1.5	PE RW IC CONST.	UNKNOWN UNKNOWN UNKNOWN UNKNOWN	
				TOTAL	<u>\$0</u>	
MONTANA AIR CONGESTION INITIATIVE (MACI)						
1	6TH AVE. TO BENCH BLVD. (CONNECTION)	Grade Separation	0.5	PE	\$1,393,072	CMAQ
					<u>\$215,928</u>	LOCAL
					1,609,000	
EARMARKS/DISCRETIONARY GRANTS						
1	6TH AVE NORTH TO BENCH BLVD. (CONNECTION) Phase I *UTILITY COST			PE RW IC CONST. LOCAL TOTAL	See above \$404,112 \$1,064,409 \$6,731,408 \$1,270,999 <u>\$9,470,928</u>	CMAQ/LOCAL MT MT* MT LOCAL
	Phase II Beyond the timeframe of this TIP.					
2	BENCH BLVD. NORTH Phase I	Reconstruction	3	PE RW IC CONST. CONST. TOTAL	\$3,488,404 \$590,344 \$1,073,354 \$3,041,624 \$3,369,000 <u>\$11,562,726</u>	MT MT MT MT STPU
	Phase II Construction beyond time frame of this TIP					
3	ZIMMERMAN TRAIL	Add climbing lane for portion of roadway Straighten Curve	1	PE IC CONST. LOCAL TOTAL	\$735,930 \$254,468 \$6,001,617 <u>\$1,443,276</u> \$8,435,291	MT MT MT MT
4	BILLINGS BYPASS (aka North Bypass)	Environmental Review & Location Study	14	PE TOTAL	\$14,341,661 <u>\$8,004,158</u> \$22,345,819	NCPD/DEMO MT
5	25TH STREET PEDESTRIAN BRIDGE Phase 2012	Purchase & replace historic bridge	N/A	TOTAL	\$54,457 \$8,441 <u>\$62,898</u>	TCSP LOCAL
INTERSTATE MAINTENANCE (IM)						
	PINEHILLS INTERCHANGE-SOUTHEAST	Minor Rehab	N/A	PE RW IC CONST. TOTAL	\$171,090 \$0 \$64,008 <u>\$6,779,900</u> \$7,014,998	IM IM IM IM
	PROJECT LET 9/24/2010					
	MOSSMAIN INTERCHANGE - EAST	Structure/Safety	N/A	PE RW IC CONST. TOTAL	\$162,979 \$51,402 \$25,702 <u>\$7,244,100</u> \$7,484,183	IM IM IM IM
	PROJECT LET 9/9/2010					
NATIONAL HIGHWAY SYSTEM- (NH)						
	BILLINGS-NORTH	PAVEMENT		PE	\$39,921	NH
	PROJECT LET 2/25/2010	PRESERVATION		CONST.	<u>\$2,652,900</u>	NH
				TOTAL	<u>\$2,692,821</u>	

TRANSPORTATION IMPROVEMENT
PROGRAM (TIP) FY 2010 – 2014

(TABLE 4-b) -TRANSPORTATION PRIORITY LIST BILLINGS, MONTANA						
SURFACE TRANSPORTATION PROGRAM-URBAN PAVEMENT PRESERVATION(UPP)						
GRAND-DIVISION TO 8TH-BLGS	Overlay/cold mill	0.99	PE	\$41,118		UPP
			CONST.	\$516,136		UPP
			TOTAL	\$557,254		
VARIOUS PROJECTS 2012-2014	Pavement Preservation		PE/CONST.	\$	1,600,000	UPP(BIENNIAL)
SURFACE TRANSPORTATION PROGRAM-HIGHWAY SAFETY (HSIP)						
N. FRONTAGE ROAD - SIGNAL/INT. UPGRADE	Traffic signals	N/A	PE	87,761		HSIP
	Lighting		IC	13,384		HSIP
			CONST.	687,814		HSIP
			TOTAL	\$788,959		
SIGNAL-SO. FRONTAGE & ZOO	Signal	N/A	PE	\$95,810		HSIP
			CONST	\$265,045		IM
PROJECT LET 4/22/2010			CONST	\$265,002		HSIP
			TOTAL	\$625,857		
2002 SAFETY IMPROVEMENTS	Roadway	N/A	PE	478,325		HSIP
VARIOUS LOCATIONS	Roadside Safety		RW	24,000		HSIP
PROJECT LET 6/10/2010	Improvements		IC	70,165		HSIP
			CONST.	1,027,706		HSIP
			TOTAL	\$1,600,196		
PARKHILL /13th - INT. REALIGNMENT	Upgrade	N/A	PE	253,926		HSIP
			RW	51,000		HSIP
PROJECT LET 6/10/2010			IC	80,668		HSIP
			CONST.	614,362		HSIP
			TOTAL	\$999,956		
SF099 BILLINGS GRAND 17TH SIG	Int/Upgrade Signals		PE	\$29,000		HSIP
			CONST	\$91,350		HSIP
			TOTAL	\$120,350		
SURFACE TRANSPORTATION PROGRAM-RAIL PROGRAM (RRP)						
1ST AVENUE SOUTH	Circuitry Upgrade	N/A	PE	\$3,000		STPRP/STPRR
			CONST.	\$92,055		STPRP/STPRR
			TOTAL	\$95,055		
RAILROAD CROSSING-HESPER ROAD	Grade Crossing Signals	N/A	PE	\$5,091		STPRP/STPRR
			CONST.	\$150,545		STPRP/STPRR
RR AGREEMENT 9/24/2010			TOTAL	\$155,636		
OTHER FUNDING						
STP ENHANCEMENTS	Various Projects		OTHER	688,255		CTEP
SAFE ROUTES TO SCHOOL	Various Projects		OTHER	Per Project		SRTS
ANNUAL OPERATION AND MAINTENANCE	Various Projects		OTHER	225,000		LOCAL
ANNUAL OPERATION AND MAINTENANCE	Various Projects		OTHER	446,000		STATE
MDT-MACI	Equipment Purchase		OTHER	220,562		CMAQ/LOCAL
			TOTAL	\$1,579,817		
** CONST. Estimates Include CE Costs						

(Table 5) -TRANSPORTATION PROJECT PRIORITY LIST BILLINGS, MONTANA		
SECTION/PROJECT		PROJECT ESTIMATE
FTA SECTION 5307 (INCLUDES LOCAL FUNDS)		
	OPERATING PROJECT (7-1-09 TO 6-30-2010)	4,723,094
	OPERATING PROJECT (7-1-2010 TO 6-30-2011)	4,776,191
	OPERATING PROJECT (7-1-2011 TO 6-30-2012)	4,880,015
	OPERATING PROJECT (7-1-2012 TO 6-30-2013)	4,842,894
	OPERATING PROJECT (7-1-2013 TO 6-30-2014)	4,953,675
	TOTAL	\$24,175,869
TRANSAD (INCLUDES LOCAL FUNDS)		
	MET SPECIALIZED TRANSPORTATION-OPERATING (2010)	200,000
	MET SPECIALIZED TRANSPORTATION-OPERATING (2011)	140,000
	MET SPECIALIZED TRANSPORTATION-OPERATING (2012)	140,000
	MET SPECIALIZED TRANSPORTATION-OPERATING (2013)	140,000
	MET SPECIALIZED TRANSPORTATION-OPERATING (2014)	140,000
	TOTAL	\$760,000
FTA SECTION 5310 (INCLUDES LOCAL FUNDS)		
	NINE (9) REPLACEMENT VEHICLES-TRANSIT (FY2010)	138,070
	REPLACEMENT VEHICLES-TRANSIT (FY2011)	125,000
	REPLACEMENT VEHICLES-TRANSIT (FY2012)	125,000
	REPLACEMENT VEHICLES-TRANSIT (FY2013)	125,000
	REPLACEMENT VEHICLES-TRANSIT (FY2014)	125,000
	* DEPENDENT ON FUNDING AND APPLICATION APPROVALS BY MDT	125,000
	*TOTAL	\$763,070
FTA SECTION 5309		
	MET TRANSIT PARATRANSIT SERVICES	247,000
	*TOTAL	\$247,000
FTA SECTION 5316 (INCLUDES LOCAL FUNDS)		
	JARC (OPERATING) 2010	150,000
	JARC (OPERATING) 2011	150,000
	JARC (OPERATING) 2012	150,000
	JARC (OPERATING) 2013	150,000
	JARC (OPERATING) 2014	150,000
	TOTAL	\$750,000
FTA SECTION 5317 (INCLUDES LOCAL FUNDS)		
	NEW FREEDOM (OPERATING) 2010	130,000
	NEW FREEDOM (OPERATING) 2011	130,000
	NEW FREEDOM (OPERATING) 2012	130,000
	NEW FREEDOM (OPERATING) 2013	130,000
	NEW FREEDOM (OPERATING) 2014	130,000
	TOTAL	\$650,000
ARRA TRANSIT (REVISED POP ONLY)		
	MET-CCTV'S/RADIOS	205,000
	MET-BUS WASH/ADMINISTRATION FACILITY REHAB	450,000
	MET-TWO TRANSIT BUSES WITH SPARE POWER PLANT	830,000
	MET-ONE PARATRANSIT VAN	31,898
	MET-PARATRANIST OPERATING FUNDS	180,000
	MET TRANSIT OPERATING FUNDS	188,000
	TOTAL	\$1,884,898
	TOTAL	\$29,230,837

**TRANSPORTATION IMPROVEMENT
PROGRAM (TIP) FY 2010-2014**

(Table 6) - MULTI-YEAR STAGING PROGRAM
CALENDAR YEARS 2010-2014
BILLINGS, MONTANA

SURFACE TRANSPORTATION PROGRAM	2010	2011	2012	2013	2014	2015
GRAND AVENUE						
32ND STREET WEST						
2002 SAFETY IMPROVEMENTS						
MACI MT FUNDED						
6TH AVE.-BENCH BLVD. CONNECTION (PHASE I)						
PILOT FUNDED						
NONE						
VARIOUS FUNDED						
PARKHILL /13th INTERSECTION						
N. FRONTAGE ROAD - SIGNAL						
MOSSMAIN INTERCHANGE - EAST						
NORTH BY PASS (ENVIRONMENTAL & LOCATION)						
CTEP PROJECTS (VARIOUS)						
BENCH BLVD. NORTH						
ZIMMERMAN TRAIL						
SIGNAL FRONTAGE ROAD & ZOO DRIVE						
***ALL TIME FRAMES ARE APPROXIMATE						
 PRELIMINARY ENGINEERING						
 RIGHT OF WAY/UTILITIES						
 CONSTRUCTION						

BILLINGS, MONTANA																		
PROJECT DESCRIPTION	PHASING	STP URBAN (STPU)	MT AIR CONGESTION INITIATIVE (MACI)	Montana DEMO EARMARKS	SURFACE TRANSPORTATION ENHANCEMENT (STPE)		NATIONAL HWY SYSTEM (NHS) INTERSTATE MAINTENANCE	HSIP UPP RRP	TRANSIT SEC 5307	TRANSIT SEC 5309	TRANSIT SEC 5310**	TRANSIT SEC 5316 (JARC)**	TRANSIT 5317 (NEW FREEDOM)**	TRANSADE (STATE)	ARRA TRANSIT *****	ARRA HIGHWAY	OTHER*	TOTAL
					CITY	COUNTY												
Estimated carryover balance		-1,459,630	1,299,109	\$30,325,355	\$40,253	403,410												
Estimated allocation		2,587,036	1,145,166		\$493,249	195,006	7,534,847	2,264,492	\$1,417,608	247,000	\$138,070	\$123,013	\$80,000	\$100,000	\$1,884,898	\$1,000,000	\$3,580,199	
REVERSED RESCISSION			638,040															
Estimated beginning balance		1,127,406	3,082,315	\$30,325,355	\$533,502	598,416												
RIMROCK RD-SHILOH TO 54TH	CONST		150,000															\$150,000
6TH AVE NORTH TO BENCH BLVD.(CONNECTION)*	Add'l PE		202,909															\$202,909
6TH AVE NORTH TO BENCH BLVD.(CONNECTION)*	RW/IC			\$1,377,500														\$1,377,500
PARKHILL/13TH	RW/IC/CONST							\$ 746,030										\$746,030
SIGNAL-SO FRONTAGE & ZOO	CONST						\$ 265,045	\$ 265,002										\$530,047
SF099 GRAND-DIVISION 17TH -SIGNAL	PE							\$ 29,000										\$29,000
GRAND-DIVISION TO 8TH -BLGS	PE							\$ 41,118										\$41,118
2002 SAFETY IMPVMT***	CONST							\$ 1,027,706										\$1,027,706
MOSSMAIN INTCH-EAST	IC/CONST						\$ 7,269,802											\$7,269,802
RAILROAD CROSSING HESPER ROAD	PHASING/PE/CONST							\$ 155,636										\$155,636
CTEP****	CONST															\$1,000,000		\$1,000,000
SAFE ROUTES TO SCHOOL PROGRAM	CONST																\$50,000	\$50,000
TRANSIT OPERATING	OPERATING								1,417,608								\$3,305,486	\$4,723,094
REPLACEMENT VEHICLES	PURCHASE										\$138,070							\$138,070
MET SPECIALIZED TRANS-OPERATING	OPERATING											\$123,013	\$80,000	\$100,000			\$212,963	\$515,976
MET PARATRANSIT SERVICES	OPR/OTHER									247,000							\$61,750	\$308,750
MET-CCTVS/RADIOS	PURCHASE														\$205,000			\$205,000
MET-BUS WASH/ADMINISTRATION FACILITY REHAB	FACILITY REHAB														\$450,000			\$450,000
MET-TWO TRANSIT BUSES WITH SPARE POWER PLANT	PURCHASE														\$830,000			\$830,000
MET-ONE PARATRANSIT VAN	PURCHASE														\$31,898			\$31,898
MET-PARATRANSIT OPERATING FUNDS	OPR														\$180,000			\$180,000
MET-OPERATING FUNDS	OPR														\$188,000			\$188,000
SHILOH ROAD CORRIDOR ADJUSTMENT	PE/IC	\$26,923																\$26,923
TOTAL		\$ 26,923	\$352,909	\$1,377,500	\$-	\$-	\$ 7,534,847	\$ 2,264,492	\$1,417,608	\$247,000	\$138,070	\$123,013	\$80,000	\$100,000	\$1,884,898	\$1,000,000	\$3,630,199	\$20,177,459
*LOCAL MATCH																		
**DEPENDENT ON FUNDING AND APPLICATION APPROVAL																		
***INCLUDES U1024 State Avenue, U1028 Hardin Road, I-90																		
****ARRA FOR MAIN STREET UNDERPASS																		
*****Funds obligated -reflecting POP changes only																		

BILLINGS, MONTANA																
PROJECT DESCRIPTION	PHASING	STP URBAN (STPU)	MT. AIR CONGESTION INITIATIVE (MACI)	EARMARKS (NCPD, DEMO, MT)	SURFACE TRANSPORTATION ENHANCEMENT (STPE)		NATIONAL HWY	HSIP/UPP	TRANSIT SEC 5307	TRANSIT SEC 5309	TRANSIT SEC 5310 **	TRANSIT	TRANSIT	TRANSADA	OTHER FUNDS*	TOTAL
							SYSTEM (NHS)					SEC 5316**	5317**			
							INTERSTATE									
							MAINTENANCE									
					CITY	COUNTY										
Estimated carryover balance		\$ 1,100,483	\$ 2,729,406	\$ 28,947,855												
Estimated allocation		\$ 2,587,036	\$ 835,170	\$ 5,000,000	\$ 340,257	\$ 203,954	\$ 12,345,907	\$ 1,201,936	\$ 1,421,420	\$ -	\$ 125,000	\$ 150,000	\$ 65,000	\$ 100,000	\$ 3,612,734	
Estimated beginning balance		\$ 3,687,519	\$ 3,564,576	\$ 33,947,855	\$ 340,257	\$ 203,954	\$ 12,345,907	\$ 1,201,936	\$ 1,421,420	\$ -	\$ 125,000	\$ 150,000	\$ 65,000	\$ 100,000	\$ 3,612,734	
6TH AVE NORTH TO BENCH BLVD (CONNECTION)*	IC			\$ 318,644												\$ 318,644
6TH AVE NORTH TO BENCH BLVD (CONNECTION)*	CONST			\$ 7,253,374												\$ 7,253,374
BENCH BOULEVARD-BLGS	Add'l PE			\$ 1,838,404												\$ 1,838,404
BENCH BOULEVARD-BLGS	RW			\$ 590,344												\$ 590,344
BENCH BOULEVARD-BLGS	IC			\$ 1,073,354												\$ 1,073,354
BILLINGS-NORTH	CONST						\$ 2,652,900									\$ 2,652,900
PINEHILLS INT-SE	CONST						\$ 6,779,900									\$ 6,779,900
GRAND-DIVISION TO 8TH-BLGS	CONST							\$ 516,136								\$ 516,136
SIGNAL-N FRONTAGE-BLGS	CONST							\$ 685,800								\$ 685,800
ZIMMERMAN TRAIL	PE			\$ 850,000												\$ 850,000
TRANSIT OPERATING (7/10-6/11)	OPERATING								\$ 1,421,420						\$ 3,354,771	\$ 4,776,191
VEHICLE PURCHASES	PURCHASE										\$ 125,000					\$ 125,000
MET SPECIALIZED TRANS	OPERATING											\$ 150,000	\$ 65,000	\$ 100,000	\$ 212,963	\$ 527,963
SAFE ROUTES TO SCHOOL (SRTS) **	CONST														\$ 45,000	\$ 45,000
PARK CITY INTCH-EAST	PE, IC, CONST						\$ 2,913,107									\$ 2,913,107
ENHANCEMENT PROJECTS, VARIOUS LOCATIONS				\$ 54,457	\$ 340,257	\$ 203,954										\$ 598,668
TOTAL		\$ -	\$ -	\$ 11,978,577	\$ 340,257	\$ 203,954	\$ 12,345,907	\$ 1,201,936	\$ 1,421,420	\$ -	\$ 125,000	\$ 150,000	\$ 65,000	\$ 100,000	\$ 3,612,734	\$ 31,544,785
* LOCAL MATCH ** DEPENDENT ON FUNDING & APPLICATION APPROVAL BY MDT ***Pending congressional approval																

[illegible]

(Table 12) - BIENNIAL ELEMENT OCTOBER 1, 2009 - SEPTEMBER 30, 2011 (HIGHWAY)
BILLINGS, MONTANA

PROJECT/PHASE	PROJECT NUMBER	PROJECT DESCRIPTION	TOTAL ESTIMATED	FEDERAL FUNDS	NON-FEDERAL FUNDS AND SOURCES	RECIPIENT OF FUNDS	RESPONSIBLE IMPLEMENTING
RIMROCK ROAD (SHILOH-54TH) (CONST.)	CM 1034(1)	CONSTRUCTION	150,000	129,870 FHWA	20,130 STATE MATCH	MDT	MDT
6TH AVE. N TO BENCH BLVD. CONNECTION (Add'l PE)	CM 1099 (32)	NEW	202,909	175,679 FHWA	27,230 LOCAL MATCH	MDT	MDT
6TH AVE. N TO BENCH BLVD. CONNECTION (RW)	CM 1099 (32)	NEW	1,470,000	1,272,726 FHWA	197,274 LOCAL MATCH	MDT	MDT
PARKHILL/13TH INTERSECTION (IC/CONST)	HSIP 1099 51	INTERSECTION IMPROVEMENTS	746,030	671,427 FHWA	74,603 STATE MATCH	MDT	MDT
SIGNAL-SO FRONTAGE & ZOO DRIVE (CONST.)	HSIP 1011(5)	SIGNAL	265,002	238,502 FHWA	26,500 STATE MATCH	MDT	MDT
	IM 1011(5)	SIGNAL	265,045	241,827 FHWA	23,218 STATE MATCH	MDT	MDT
SF099 GRAND-DIVISION 17TH-SIGNAL (PE)	HSIP1004	INT	29,000	26,100 FHWA	2,900 STATE MATCH	MDT	MDT
GRAND-DIVISION TO 8TH (PE)	UPP 1004(9)	OVERLAY/COLD	41,118	35,600 FHWA	5,518 STATE MATCH	MDT	MDT
MOSSMAIN INTERCHANGE E. (IC/CONST.)	IM 90-8 (155)	REHAB/SAFETY	7,269,802	6,632,967 FHWA	636,835 STATE MATCH	MDT	MDT
2002 SAFETY IMPROVEMENTS (CONST.)	HSIP 1099(43)	SAFETY IMPROVEMENTS	1,027,706	924,935 FHWA	102,771 STATE/LOCAL MATCH	MDT	MDT
RAILROAD CROSSING-HESPER ROAD (CONST.)	RRP 56(71)	GRADE CROSSING IMPROVEMENTS	155,636	134,750 FHWA	20,886 STATE/LOCAL MATCH	MDT	MDT
CTEP PROJECTS (PE, RW, IC, CONST)	STPE VARIOUS			FHWA	LOCAL MATCH	MDT	MDT
CTEP PROJECTS-ARRA FUNDING (CONST.)	ARRA		1,000,000	1,000,000 FHWA	0	MDT	MDT
6TH AVE N. TO BENCH BLVD CONNECTION (IC, CONST.)	MT 1099(32)	NEW CONSTRUCTION	7,701,490	6,667,950 FHWA	1,033,540 LOCAL MATCH	MDT	MDT
BENCH BLVD-BILLINGS (Add'l PE)	MT 1036(1)	RECONSTRUCTION	350,000	303,030	46,970	MDT	MDT
BENCH BLVD-BILLINGS (RW)	MT 1036(1)	RECONSTRUCTION	439,274	380,323 FHWA	58,951 STATE MATCH	MDT	MDT
BENCH BLVD-BILLINGS (IC)	MT 1036(1)	RECONSTRUCTION	878,549	760,647 FHWA	117,902 STATE MATCH	MDT	MDT
BILLINGS-NORTH (CONST.)	NH 16-1(20)3	PAVEMENT PRESERVATION	2,652,900	2,296,881	356,019	MDT	MDT
PINEHILLS INT SE (CONST.)	IM 90-8(158)457	MINOR REHAB	6,779,900	6,185,981	593,919	MDT	MDT
GRAND-DIVISION TO 8TH (CONST.)	UPP 1004(9)	CONSTRUCTION	516,136	464,522 FHWA	45,214 STATE MATCH	MDT	MDT
OPERATION AND MAINTENANCE - STATE (PE/CONST.)	N/A	OP./MAINT.	446,000	0 FHWA	446,000 STATE	MDT	MDT
OPERATION AND MAINTENANCE - LOCAL (PE/CONST.)	N/A	OP./MAINT.	225,000	0 FHWA	225,000 LOCAL	MDT	MDT

(Table 13) - BIENNIAL ELEMENT JULY 1, 2009-JUNE 30, 2011 (TRANSIT)					
BILLINGS MONTANA					
PROJECT/FUNDING SOURCE	TOTAL EST COST	FEDERAL FUNDS AND SOURCES	NON-FEDERAL FUNDS AND SOURCES	RECIPIENT OF FUNDS	RESPONSIBLE IMPLEMENTING AGENCY
FTA SECTION 5307					
OPERATING PROJECT (7-1-09 TO 6-30-10)	4,723,904	1,417,608	3,306,296	CITY	CITY
OPERATING PROJECT (7-1-10 TO 6-30-11)	4,987,279	1,488,487	3,498,792	CITY	CITY
FTA SECTION 5309					
MET PARATRANSIT SERVICES-2010	308,750	247,000	61,750	CITY	CITY
FTA SECTION 5310*					
REPLACEMENT VEHICLES(2010)	138,070	110,456	27,614	STATE	VARIOUS LOCAL
REPLACEMENT VEHICLES (2011)	125,000	100,000	25,000	STATE	VARIOUS LOCAL
TRANSADE*					
MET SPECIALIZED TRANSIT OPERATING-2010	355,325	200,000	155,325	CITY	CITY
MET SPECIALIZED TRANSIT OPERATING-2011	462,963	250,000	212,963	CITY	CITY
FTA SECTION 5316*					
JARC OPERATING-2010	150,000	75,000	75,000	CITY	CITY
JARC OPERATING-2011	150,000	75,000	75,000	CITY	CITY
FTA SECTION 5317*					
OPERATING-2010	130,000	65,000	65,000	CITY	CITY
OPERATING-2011	130,000	65,000	65,000	CITY	CITY
*Dependent on Funding & Application Approvals by MDT		**Funding To Be Determined			

Regular City Council Meeting

Meeting Date: 02/13/2012

TITLE: Approval of Amendment 12 with CTA Architects Engineers for Architectural Services for the MET Transit Building and Bus Maintenance Area Upgrades

PRESENTED BY: Tom Binford

Department: Airport

Information

PROBLEM/ISSUE STATEMENT

Due to the specialized nature of architectural services required for Terminal Building and airfield infrastructure design, including knowledge of the Federal Aviation Administration (FAA) and Federal Transit Administration (FTA) design and grant funding requirements, the Aviation and Transit Department has historically entered into five-year term contracts to provide architectural services at the Airport and MET. On November 27, 2006, the City approved a five-year contract with CTA Architects Engineers, Inc. to provide architectural services, design, survey, and contract administration services as required for Airport Capital Projects, Federal FTA, FAA, and Passenger Facility Charge (PFC) projects, and the general Departmental engineering services as needed. This base contract is amended as new projects are undertaken. The five-year contract with CTA expired on November 27, 2011; however, the initial planning and design for this project was started in September 2011, prior to the expiration of the 2006 Agreement. Amendment Twelve, for \$60,946, includes the architectural services as described above for the MET Transit Building and Bus Maintenance Area Upgrades. The existing building was dedicated in 1983 and needs upgrades to the existing HVAC, lighting systems, and the overhead garage doors. This project will replace three boilers, two pumps, and two HVAC units with new energy efficient roof top HVAC units, as well as replace the existing garage bay ceiling mounted fan coil heating units with energy efficient radiant heat units. Additionally, the 20 overhead garage doors in the bus maintenance and storage areas will be replaced with new insulated doors and operators, and the lighting in the shop and office areas will be upgraded with energy saving fixtures. Staff reviewed the costs proposed by CTA and finds them acceptable for this scope of work. These energy saving improvements were identified in the Investment Grade Audit Report completed by McKinstry Essentions, Inc. for the City. MET will use available FTA Grant funds to pay for this contract and to complete the identified projects above.

ALTERNATIVES ANALYZED

The City Council may:

- Approve Amendment 12 with CTA Architects Engineers for the MET Transit Building and Bus Maintenance Area Upgrades project; or
- Decline to approve Amendment 12 with CTA Architects Engineers, subsequently delaying the MET Transit Building and Bus Maintenance Area Upgrades project.

FINANCIAL IMPACT

The total cost of Amendment 12 with CTA Architects Engineers for the MET Transit Building and Bus Maintenance Area Upgrades is \$60,946, and will be funded 80% with FTA Grant funds and 20% with local match funds. The FTA portion will be \$48,756.80 and the local match will be \$12,189.20.

RECOMMENDATION

Staff recommends that the City Council approve Amendment 12 with CTA Architects Engineers for the amount of \$60,946 for the architectural services for the MET Transit Building and Bus Maintenance Area Upgrades project.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 02/13/2012

TITLE: Amendment to Contract for Yellowstone Family Park Playground -
MLJ10142011

PRESENTED BY: Mike Whitaker

Department: Parks/Rec/Public Lands

Information

PROBLEM/ISSUE STATEMENT

On November 14, 2011, Council approved a contract with Kompan, Inc. for \$99,862.90 to provide and install playground equipment at the Yellowstone Family Park located at the northwest corner of 54th Street West and Bobby Jones Boulevard. In meetings held with the Yellowstone Family Park Committee, they expressed a desire to have additional pieces of equipment in the playground. Funding is available in the park development budget, so a contract amendment was generated for \$10,022.45. Since this amendment exceeds the signing authority of the City Administrator, Council approval is requested.

ALTERNATIVES ANALYZED

The following alternatives were analyzed: 1) Approve the Amendment to the Contract for Yellowstone Family Park Playground - MLJ10142011. 2) Not approve the Amendment and the additional playground equipment will not be installed with the project funding. The equipment could be added later but will probably cost more and will not be part of the SID, so a cash payment would be required from the homeowners to the equipment vendor instead of being able to spread the cost over several years.

FINANCIAL IMPACT

The cost of additional pieces of playground equipment will be paid from the Yellowstone Family Park SID # 1392. There will be no financial impact to the City.

RECOMMENDATION

Staff recommends approval of an Amendment to Contract with Kompan, Inc. in the amount of \$10,022.45 for the Yellowstone Family Park Playground - MLJ10142011.

APPROVED BY CITY ADMINISTRATOR

Attachments

Amendment to Contract YFP



AMENDMENT TO CONTRACT FOR
YELLOWSTONE FAMILY PARK PLAYGROUND – MLJ10142011
SERVICES AGREEMENT

This AGREEMENT, made and entered into this 30 day of December, 2011, by and between the following:

CITY OF BILLINGS, a municipal corporation,
Billings, Montana 59103
Hereinafter designated the CITY

And
Kompan, Inc.
930 Broadway, Tacoma, WA 98402
Hereinafter designated the CONTRACTOR

WITNESSETH

WHEREAS the CITY and the CONTRACTOR have entered into an AGREEMENT dated November 14, 2011, to provide and install playground equipment and fall protection material, and;

WHEREAS the CITY has the need to extend said contract, and;

WHEREAS the CITY has the authority to contract for said services, and;

WHEREAS the CONTRACTOR represents that he/she is qualified to perform said services, is in compliance with Montana statutes and is willing to furnish said services to the CITY, and;

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

1. Exhibit A SCOPE OF WORK: Attachment A, Kompan Sales Proposal, is amended as follows: Subject to the Contractor's satisfactory performance, Billings shall pay the



Contractor no more than **One Hundred Nine Thousand Eight hundred Eighty Five Dollars and Thirty Five Cents, \$109,885.35** in accordance with this section.

Original Contract Fee: \$99,862.90

Amendment to Original Contract, See Exhibit A

attached to this document \$10,022.45

Total Amended Contract Fee \$109,885.35

2. **Effective Date:** This Agreement is effective upon the date of its execution and will terminate on May 1, 2012. The parties may extend this agreement, by mutual concurrence, for up to 30 days, in writing prior to its termination.

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

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF BILLINGS, MONTANA

By _____

~~CHRISTINA F. VOLEK,~~
~~City Administrator~~

Thomas W. Hanel
Mayor

KOMPAN
CONTRACTOR (Print Name Above)

By _____

Print Name Preben B. Pedersen

Print Title VP-CFO

APPROVED AS TO FORM:

By _____

BRENT BROOKS, City Attorney



Sales Proposal

KOMPAN, Inc. • 930 Broadway, Tacoma, WA 98402 • Tel 888 579 8223 • Fax 888 579 8224 • www.kompan.com

KOMPAN is a proud supplier partner of



U.S. COMMUNITIES
GOVERNMENT PURCHASING ALLIANCE



Date December 28, 2011

From Joedi Griffith

To Mark Jarvis

Project Yellowstone Family Park - Additional items

Ship To State / Zip MT 59101

(This proposal may be withdrawn after February 26, 2012)

QTY	ITEM #	DESCRIPTION	UNIT LIST PRICE	RETAIL PRICE	USC DISC.	ADD'L DISC.	NET PRICE
1	M128P	Daisy	749.00	749.00	74.90	74.90	599.20
1	MSC5417P	Playhouse Slide	7,350.00	7,350.00	735.00	735.00	5,880.00
		*In-ground footings quoted Additional 10% discount offered					
		Freight amounts are only valid when ordered with service agreement MLJ10142011					
1	Freight	Poured-in-place - No change from original order	-	-			-
1	Freight	KOMPAN Equipment	363.00	363.00			363.00
166	DP126	Poured-in-place 3.5" - 8 ft CFH-50/50 (2201 - 2800 sf)	12.92	2,144.72	214.47	-	1,930.25
1	Installation	KOMPAN Equipment		7,920.92	396.05	6,274.87	1,250.00

COMMENTS:

Please allow 8-10 weeks for product delivery upon order placement.

Customer is to provide level dirt site, free of underground obstacles.

Customer is responsible for disposal of refuse / garbage.

Customer is responsible for removal of any existing equipment / obstacles prior to installation.

Charges for payment / performance bonding are not included. An appropriate amount will be added if applicable.

Charges for permits are not included. An appropriate amount will be added if applicable.

Prices do not include dumpster or security if needed. This will be an additional charge and can be quoted upon request.

A new pricelist will go into effect as of January 1, 2012.

SUMMARY:

	RETAIL PRICE	USC DISC.	ADD'L DISC.	NET PRICE
Subtotal - KOMPAN Products	8,099.00	809.90	809.90	6,479.20
Subtotal - Other Products				0.00
Subtotal - Surfacing	2,144.72	214.47		1,930.25
Subtotal - Installation Services	7,920.92	396.05	6,274.87	1,250.00
Subtotal - Freight	363.00			363.00
Subtotal	\$18,527.64	\$1,420.42	\$7,084.77	\$10,022.45
Estimated Tax Rate	0.000%	(Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.)		
Total				\$10,022.45

Accepted By (Signature): _____

Your P.O. # (if applicable) _____

Accepted By (please print): _____

Date: _____

Your acceptance of this proposal constitutes a valid order request and includes acceptance of the terms and conditions contained within the Master Agreement, which is hereby acknowledged. Acceptance of this proposal by KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative. Prices in this quotation are good for 60 days. This proposal may be withdrawn if not accepted by February 26, 2012. Contact your consultant for updated quotations.

This proposal assumes that there is no Prevailing Wage requirement for this job.

Regular City Council Meeting

Meeting Date: 02/13/2012

TITLE: Purchase of In-Car Digital Video Cameras

PRESENTED BY: Rich St. John

Department: Police

Information

PROBLEM/ISSUE STATEMENT

In-car video systems have become a cornerstone of modern law enforcement and are expected by all elements in the criminal justice system. Video evidence is essential to effective prosecution, officer safety, officer accountability and mitigating liability exposure. I-COP, the Billings Police Department's (BPD) present video system supplier, is bankrupt and out of business. The BPD needs to replace the aging system but because of the bankruptcy, must seek a new supplier for the equipment.

A committee was formed that included members from the IT Division, BPD Administration, first line patrol officers, Finance Department and Fleet Services to test and research replacement possibilities. Comparable equipment was evaluated and field tested. Brands tested were Panasonic Arbitrator, Pro-Vision, and Watchguard 4 RE Video Systems. Areas identified for improvement include picture quality, audio quality, and quick wireless download; this chosen system will address all of these issues.

The committee concluded that 71 in-car cameras and 9 body worn cameras would best meet the needs of the BPD. In order to facilitate this purchase and not impact the City's General Fund, the BPD plans to use Drug Forfeiture Funds for the camera purchases. The Police Department currently has \$ 345,282 in the Drug Forfeiture account. The department would purchase outright half of the camera system and the remaining would be financed with US Bank. BPD staff has conducted a study of Drug Forfeiture income going back to 2004. The average yearly income from 2004 to 2011 is \$149,503.80 and is expecting significant windfall in Drug Forfeiture in the coming months. Through historical data the \$68,189.98 annual payment for four years would be easily afforded while keeping an ample reserve. If the Police Department ran short of Drug Forfeiture Funds to repay the loan, it would absorb the costs through O&M and operations.

The I-COP camera system currently in use by the BPD was purchased by way of a US Congress earmark appropriations and was outside of the regular budget process. Drug forfeiture policy allows law enforcement agencies to utilize forfeiture funds to enhance operations and equipment, but forfeiture funds may not supplant any normally budgeted items. The purchase of the replacement camera system meets the requirements mandated in drug forfeiture policy because the original purchase and replacements were not part of the budget process. Since drug forfeiture funds cannot be used to replace the system again, the long term replacement will be assigned to the Technology Replacement Plan.

Staff did not solicit bids because local government agencies are allowed to purchase products under existing state contracts.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the purchase of 71 in-car cameras and 9 body worn cameras and financing with US Bank for \$272,759.92 for four years, or
- Not approve the purchase of 71 in-car cameras and 9 body worn cameras and financing with US Bank for \$272,759.92 for four years resulting in the BPD working with obsolete equipment without vendor support. Using the existing equipment may expose the City to additional liability.

FINANCIAL IMPACT

The Department proposes purchasing 36 in-car cameras and 9 body cameras totaling \$240,840 from drug forfeiture funds. The balance of the equipment would be financed for 4 years with annual payments of \$68,189.98 paid to US Bank using drug forfeiture funds.

RECOMMENDATION

Staff recommends that City Council approve the purchase of 36 in-car cameras and 9 body worn cameras for \$240,840 and 35 in-car cameras through financing with US Bank for \$272,759.92 to include the wireless upload and secure storage system. Drug forfeiture funds will be used, thus there is no impact to the General Fund or Public Safety Fund.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution

Purchase Agreement

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 AUTHORIZING CERTAIN IMPROVEMENTS TO CITY POLICE VEHICLES AND APPROVING A LEASE-PURCHASE AGREEMENT IN CONNECTION THEREWITH" (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 February 13, 2012, 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 ___ day of February, 2012.

(SEAL)

City Clerk

RESOLUTION NO. ____

RESOLUTION AUTHORIZING CERTAIN IMPROVEMENTS
TO CITY POLICE VEHICLES AND APPROVING A LEASE-
PURCHASE AGREEMENT IN CONNECTION THEREWITH

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

Section 1. Recitals, Authorization and Findings.

1.01. The City proposes to purchase new lap-top computers or "Toughbooks" and related equipment (the "Toughbook Improvements") and new cameras and related equipment (the "Camera Improvements") for use in the City's police vehicles. The total cost of the Toughbook Improvements is estimated to be \$360,149 and the total cost of the Camera Improvements is estimated to be \$264,935.

1.02. The City is a party to the Master Tax-Exempt Installment Purchase Agreement dated October 28, 2011 with U.S. Bancorp Government Leasing and Finance, Inc., as successor in interest to U.S. Bancorp Equipment Finance, Inc., as lessor ("U.S. Bancorp"), in the form attached hereto as Exhibit A (the "Lease-Purchase Agreement"). The financing of the Toughbook Improvements will be pursuant to the Lease-Purchase Agreement and will be further governed by the terms and conditions set forth in Property Schedule No. 3 to the Lease-Purchase Agreement, substantially in the form attached hereto as Exhibit B (the "Toughbook Property Schedule"), and the financing of the Camera Improvements will be pursuant to the Lease-Purchase Agreement and will be further governed by the terms and conditions set forth in Property Schedule No. 4, substantially in the form attached hereto as Exhibit C to the Lease-Purchase Agreement (the "Camera Property Schedule").

1.03. The installment payments payable by the City pursuant to the Toughbook Property Schedule with respect to the Toughbook Improvements (the "Toughbook Installment Payments") shall constitute current expenses of the City's Public Safety Fund and shall not in any way be construed to be debts of the City in contravention of any applicable constitutional or statutory limitation or requirements concerning the creation of indebtedness by the City, nor shall anything contained therein constitute a pledge of the general tax revenues, funds or money of the City. The Toughbook Installment Payments shall be payable only from current funds which are budgeted and appropriated solely from the City's Public Safety Fund for such purpose during the fiscal year of the City for which such funds were budgeted and appropriated. The City has not pledged the full faith and credit of the City, Yellowstone County or the State of Montana to the payment of amounts due under the Lease-Purchase Agreement, the Toughbook Property Schedule.

1.04. The installment payments payable by the City pursuant to the Camera Property Schedule with respect to the Camera Improvements (the "Camera Installment Payments") shall constitute current expenses of the City's Drug Forfeiture Fund and shall not in any way be construed to be debts of the City in contravention of any applicable constitutional or statutory limitation or requirements concerning the creation of indebtedness by the City, nor shall anything

contained therein constitute a pledge of the general tax revenues, funds or money of the City. The Camera Installment Payments shall be payable only from funds which are budgeted and appropriated solely from the City's Drug Forfeiture Fund for such purpose during the fiscal year of the City for which such funds were budgeted and appropriated. The City has not pledged the full faith and credit of the City, Yellowstone County or the State of Montana to the payment of amounts due under the Lease-Purchase Agreement, the Camera Property Schedule.

1.05. Pursuant to Montana Code Annotated, Section 44-12-206, all proceeds deposited into the City's Drug Forfeiture Fund may be expended by the confiscating agency for drug laws enforcement and education concerning drugs. It is hereby found that the Camera Improvements constitute an appropriate use of proceeds deposited into the City's Drug Forfeiture Fund.

Section 2. Approval of Improvements and Agreements.

2.01. The City hereby approves the Toughbook Improvements and the Camera Improvements. All actions heretofore taken by officers of the City in connection with such Improvements, to the extent not inconsistent with the provisions of this Resolution, are hereby ratified, approved and confirmed.

2.02. The City hereby approves the forms of the Toughbook Property Schedule and the Camera Property Schedule. Each of the Mayor, the City Administrator and the City Finance Director is hereby authorized and directed to approve, execute and deliver to U.S. Bancorp the Toughbook Property Schedule and the Camera Property Schedule, together with such modifications thereto as may be approved by the officer or officers executing the same, which approval shall be conclusively evidenced by the execution thereof. Each of the Mayor, the City Administrator and the City Finance Director is also authorized to enter into and deliver such other documents and certificates as may be necessary or desirable in connection therewith, in the opinion of Dorsey & Whitney LLP, as special counsel to the City, or as may be reasonably required by U.S. Bancorp.

Section 3. Tax Matters.

3.01. General Covenant. The City covenants and agrees that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the portion of the Toughbook Installment Payments and Camera Installment Payments designated as interest 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 portion of the Toughbook Installment Payments and the Camera Installment Payments designated as interest will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

3.02. Improvements. The Toughbook Improvements and the Camera Improvements are and will be owned and operated by the City for the benefit of the general public. No user of the Toughbook Improvements or the Camera Improvements is granted any concession, license or special arrangement with respect thereto. Except for the Lease-Purchase Agreement, the Toughbook Property Schedule and the Camera Property Schedule, the City shall not enter into any lease, use or other agreement with any non-governmental person relating to the use of the

Toughbook Improvements or the Camera Improvements or security for the payment of amounts due under the Toughbook Property Schedule and the Camera Property Schedule that might cause the Toughbook Property Schedule, the Camera Property Schedule or any payments to be made in connection therewith to be considered an “arbitrage bond” or “private loan bond” within the meaning of Sections 148 and 141 of the Internal Revenue Code of 1986, as amended (the “Code”).

3.03. Arbitrage Certification. The Mayor, the City Finance Director and the City Clerk, being the officers of the City charged with the responsibility for executing the Toughbook Property Schedule and the Camera Property Schedule, are authorized and directed to execute and deliver to U.S. Bancorp 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 execution and delivery of the Toughbook Property Schedule and the Camera Property Schedule, it is reasonably expected that the proceeds of the Toughbook Property Schedule and the Camera Property Schedule will be used in a manner that would not cause the Toughbook Property Schedule or the Camera Property Schedule, respectively, to be “arbitrage bonds” within the meaning of Section 148 of the Code and the Regulations.

3.05. Arbitrage Rebate. The City acknowledges that the Toughbook Property Schedule and the Camera Property Schedule 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 Regulations to preserve the exclusion of interest on the Toughbook Property Schedule and the Camera Property Schedule from gross income for federal income tax purposes, unless the Toughbook Property Schedule and the Camera Property Schedule qualify for the exception from the rebate requirement under Section 148(f)(4)(B) of the Code and no “gross proceeds” of the Toughbook Property Schedule and the Camera Property Schedule 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.

3.06. Information Reporting. The City shall file with the Secretary of the Treasury, not later than May 15, 2012, a statement concerning the Toughbook Property Schedule and the Camera Property Schedule containing the information required by Section 149(e) of the Code.

Section 4. Transcript Certification. The officers of the City are directed to furnish to U.S. Bancorp certified copies of all proceedings and information in their official records relevant to the authorization of the Lease-Purchase Agreement, the Toughbook Property Schedule, the Camera Property Schedule and such certificates and affidavits as to other matters appearing in their official records or otherwise known to them as may be reasonably required to evidence the validity and enforceability of the Lease-Purchase Agreement, the Toughbook Property Schedule, the Camera Property Schedule and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations and recitals of the City as to the

correctness of all facts stated therein and the completion of all proceedings stated therein to have been taken.

Section 5. Effective Date. This Resolution shall become effective upon passage and all provisions of ordinances, resolutions and other actions and proceedings of the City which 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.

Adopted this 13th day of February, 2012.

CITY OF BILLINGS, MONTANA

Mayor

Attest: _____
City Clerk

(SEAL)

EXHIBIT A

MASTER TAX-EXEMPT INSTALLMENT PURCHASE AGREEMENT

Between: U.S. Bancorp Equipment Finance, Inc. (the
"Seller")
13010 SW 68th Parkway, Suite 100
Portland, Oregon 97223

And: City of Billings, Montana (the "Purchaser")
P.O. Box 1178
Billings, Montana 59103
Attention: Finance Director
Telephone: (406) 657-8209

Dated: October 28, 2011

ARTICLE I DEFINITIONS

The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Master Tax-Exempt Installment Purchase Agreement, including all exhibits and schedules attached hereto.

"Code" is defined in Section 3.01(f).

"Commencement Date" is the date when the term of a Property Schedule and Purchaser's obligation to pay Installment Payments thereunder commences, which date shall be set forth in such Property Schedule.

"Event of Default" is defined in Section 13.01.

"Installment Payments" means the installment payments payable by Purchaser under Article VI of this Agreement and each Property Schedule, as set forth in each Property Schedule.

"Installment Payment Dates" means the Installment Payment dates for the Installment Payments as set forth in each Property Schedule.

"Net Proceeds" is defined in Section 9.01.

"Nonappropriation Event" is defined in Section 6.06.

"Property" means, collectively, the property purchased pursuant to this Agreement, and with respect to each Property Schedule, the property described in such Property Schedule, and all

replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article IX.

“Property Schedule” means a Property Schedule in the form attached hereto for Property Schedule 1. Subsequent Property Schedules pursuant to this Agreement shall be numbered consecutively, beginning with Property Schedule 2.

“Purchaser” means the entity identified as such in the first paragraph hereof, and its permitted successors and assigns.

“Seller” means the entity identified as such in the first paragraph hereof, and its successors and assigns.

“State” means the state where Purchaser is located.

“Term” means, with respect to a Property Schedule, the Term set forth in such Property Schedule.

“Vendor” means the manufacturer or contractor of the Property as well as the agents or dealers of the manufacturer or contractor from whom Seller or Purchaser arranged for the purchase of all or any portion of the Property.

ARTICLE II

2.01 Property Schedules Separate Financings. Each Property Schedule executed and delivered under this Agreement shall be a separate financing, distinct from other Property Schedules. Without limiting the foregoing, upon the occurrence of an Event of Default with respect to a Property Schedule, Seller shall have the rights and remedies specified herein with respect to the Property financed and the Installment Payments payable under such Property Schedule, and except as expressly provided in Section 12.02 below, Seller shall have no rights or remedies with respect to Property financed or Installment Payments payable under any other Property Schedules unless an Event of Default has also occurred under such other Property Schedules.

ARTICLE III

3.01 Covenants of Purchaser. As of the Commencement Date for each Property Schedule executed and delivered hereunder, Purchaser shall be deemed to represent, covenant and warrant for the benefit of Seller as follows:

- (a) Purchaser is a public body corporate and politic duly organized and existing under the constitution and laws of the State and its home rule charter with full power and authority to enter into this Agreement and the Property Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder.
- (b) Purchaser will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent

Purchaser should merge with another entity under the laws of the State, Purchaser agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Purchaser's rights and shall assume Purchaser's obligations hereunder.

- (c) Purchaser has been duly authorized to execute and deliver this Agreement and the Property Schedule by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Property Schedule, and Purchaser has complied with such public bidding requirements as may be applicable to this Agreement and the Property Schedule and the acquisition by Purchaser of the Property thereunder. On or before the Commencement Date for the Property Schedule, Purchaser shall cause to be delivered an opinion of counsel in substantially the form of Exhibit 2 to the Property Schedule.
- (d) During the Term for the Property Schedule, the Property thereunder will perform and will be used by Purchaser only for the purpose of performing essential governmental uses and public functions within the permissible scope of Purchaser's authority.
- (e) Purchaser will provide Seller with current financial statements, budgets and proof of appropriation for the ensuing fiscal year and other financial information relating to the ability of Purchaser to continue this Agreement and the Property Schedule in such form and containing such information as may be requested by Seller.
- (f) Purchaser will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest component of Installment Payments under the Property Schedule and will not use or permit the use of the Property in such a manner as to cause a Property Schedule to be a "private activity bond" under Section 141(a) of the Code. Purchaser covenants and agrees that it will use the proceeds of the Property Schedule as soon as practicable and with all reasonable dispatch for the purpose for which the Property Schedule has been entered into, and that no part of the proceeds of the Property Schedule shall be invested in any securities, obligations or other investments except for the temporary period pending such use nor used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Agreement, would have caused any portion of the Property Schedule to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the regulations of the Treasury Department thereunder proposed or in effect at the time of such use and applicable to obligations issued on the date of issuance of the Property Schedule.

- (g) The execution, delivery and performance of this Agreement and the Property Schedule and compliance with the provisions hereof and thereof by Purchaser does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Purchaser is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Purchaser or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Purchaser or to which it is subject.
- (h) Purchaser's exact legal name is as set forth on the first page of this Agreement. Purchaser will not change its legal name in any respect without giving thirty (30) days prior notice to Seller.

ARTICLE IV

4.01 Sale of Property. On the Commencement Date of each Property Schedule executed hereunder, Seller will be deemed to sell, transfer and convey to Purchaser, and Purchaser will be deemed to purchase and accept from Seller, the Property described in such Property Schedule, in accordance with this Agreement and such Property Schedule, for the Term set forth in such Property Schedule.

4.02 Term. The term of each Property Schedule shall commence on the Commencement Date set forth therein and shall terminate upon payment of the final Installment Payment set forth in such Property Schedule, unless terminated sooner pursuant to this Agreement or the Property Schedule.

4.03 Delivery, Installation and Acceptance of Property. Purchaser shall order the Property, shall cause the Property to be delivered and installed at the locations specified in the applicable Property Schedule and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. To the extent funds are deposited under an escrow agreement or trust agreement for the acquisition of the Property, such funds shall be disbursed as provided therein. When the Property described in such Property Schedule is delivered, installed and accepted as to Purchaser's specifications, Purchaser shall immediately accept the Property and evidence said acceptance by executing and delivering to Seller the Acceptance Certificate substantially in the form attached to the Property Schedule.

ARTICLE V

5.01 Location; Inspection. The Property will be initially located or based at the location specified in the applicable Property Schedule. Seller shall have the right at all reasonable times during business hours to enter into and upon the property of Purchaser for the purpose of inspecting the Property.

ARTICLE VI

6.01 Payment of Installment Payments. Purchaser shall pay Installment Payments under a Property Schedule, exclusively from the funds or accounts described in such Property Schedule, in lawful money of the United States of America, to Seller in such amounts and on such dates as described in such Property Schedule, at Seller's address set forth on the first page of this Agreement, unless Seller instructs Purchaser otherwise. Purchaser shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Installment Payments and interest on said delinquent amounts from the date such amounts were due until paid at the rate of 12% per annum or the maximum amount permitted by applicable law, whichever is less, subject to appropriation by Purchaser.

6.02 Installment Payments to Constitute Binding Contractual Obligation. The Seller and the Purchaser understand and intend that the obligation of the Purchaser to pay Installment Payments shall constitute a current expense of the funds or accounts described in the applicable Property Schedule and shall not in any way be construed to be a debt of the Purchaser in contravention of any applicable constitutional or statutory limitation or requirements concerning the creation of indebtedness by the Purchaser, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or money of the Purchaser. Installment Payments due shall be payable only from current funds which are budgeted or appropriated from the funds or accounts described in the applicable Property Schedule for such purpose during the fiscal year of the Purchaser for which such funds were budgeted and appropriated. The Purchaser has not pledged the full faith and credit of the Purchaser, the State or any agency or department of the Purchaser to the payment of the Installment Payments or any other payment due under this Agreement.

The person or entity in charge of preparing the Purchaser's budget will include in the budget request for each fiscal year the Installment Payments to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all such Installment Payments coming due therein, and the Purchaser reasonably believes that moneys in an amount sufficient to make all such Installment Payments can and will lawfully be appropriated and made available for this purpose.

6.03 Interest Component. A portion of each Installment Payment due under each Property Schedule is paid as, and represents payment of, interest, and each Property Schedule hereunder shall set forth the interest component (or method of computation thereof) of each Installment Payment thereunder during the Term.

6.04 Installment Payments to be Unconditional. EXCEPT AS PROVIDED IN SECTION 6.06, THE OBLIGATIONS OF PURCHASER TO PAY THE INSTALLMENT PAYMENTS DUE UNDER THE PROPERTY SCHEDULES AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL

NOT LIMIT PURCHASER'S RIGHTS OR ACTIONS AGAINST ANY VENDOR AS PROVIDED IN SECTION 10.02.

6.05 Defeasance of Installment Payments. Purchaser may at any time irrevocably deposit in escrow with a defeasance escrow agent for the purpose of paying all of the principal component and interest component accruing under a Property Schedule, a sum of cash and non-callable securities consisting of direct obligations of, or obligations the principal of an interest on which are unconditionally guaranteed by, the United States of America or any agency or instrumentality thereof, in such aggregate amount, bearing interest at such rates and maturing on such dates as shall be required to provide funds sufficient for this purpose. Upon such defeasance, all right, title and interest of Seller in the Property under said Property Schedule shall terminate. Purchaser shall cause such investment to comply with the requirements of federal tax law so that the exclusion from gross income of the interest component of Installment Payments on said Property Schedule is not adversely affected.

6.06 Nonappropriation. If during the Term, sufficient funds are not appropriated to make Installment Payments required under a Property Schedule for the following fiscal year, Purchaser shall be deemed to not have renewed such Property Schedule for the following fiscal year and the Property Schedule shall terminate at the end of the fiscal year for which funds have been appropriated and Purchaser shall not be obligated to make Installment Payments under said Property Schedule beyond the fiscal year for which funds have been appropriated. Upon the occurrence of such nonappropriation (a "Nonappropriation Event") Purchaser shall, no later than the end of the fiscal year for which funds have been appropriated, deliver possession of the Property under said Property Schedule to Seller. If Purchaser fails to deliver possession of the Property to Seller upon termination of said Property Schedule by reason of a Nonappropriation Event, the termination shall nevertheless be effective but Purchaser shall be responsible for the payment of damages in an amount equal to the portion of Installment Payments thereafter coming due that is attributable to the number of days after the termination during which the Purchaser fails to deliver possession and for any other loss suffered by Seller as a result of Purchaser's failure to deliver possession as required. In addition, Seller may, by written instructions to any escrow agent who is holding proceeds of the Property Schedule, instruct such escrow agent to release all such proceeds and any earnings thereon to Seller, such sums to be credited to Purchaser's obligations under the Property Schedule and this Agreement. Purchaser shall notify Seller in writing within seven (7) days after the failure of the Purchaser to appropriate funds sufficient for the payment of the Installment Payments, but failure to provide such notice shall not operate to extend the Term or result in any liability to Purchaser.

ARTICLE VII

7.01 Title to the Property. Upon acceptance of the Property by Purchaser and unless otherwise required by the laws of the State, title to the Property shall vest in Purchaser, subject to Seller's interests under the applicable Property Schedule and this Agreement.

7.02 Personal Property. The Property is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Property or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Seller,

Purchaser will, at Purchaser's expense, furnish a waiver of any interest in the Property from any party having an interest in any such real estate or building.

7.03 Security Interest. To secure the performance of all of Purchaser's obligations under this Agreement with respect to a Property Schedule, including without limitation all Property Schedules now existing and hereafter executed, Purchaser grants to Seller, for the benefit of Seller and its successors and assigns, a security interest constituting a first lien on Purchaser's interest in all of the Property under the Property Schedule, whether now owned or hereafter acquired, all additions, attachments, alterations and accessions to the Property, all substitutions and replacements for the Property, and on any proceeds of any of the foregoing, including insurance proceeds. Purchaser shall execute any additional documents, including financing statements, affidavits, notices and similar instruments, in form and substance satisfactory to Seller, which Seller deems necessary or appropriate to establish, maintain and perfect a security interest in the Property in favor of Seller and its successors and assigns. Purchaser hereby authorizes Seller to file all financing statements which Seller deems necessary or appropriate to establish, maintain and perfect such security interest.

ARTICLE VIII

8.01 Maintenance of Property by Purchaser. Purchaser shall keep and maintain the Property in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Property in conformity with all laws and regulations concerning the Property's ownership, possession, use and maintenance, and shall keep the Property free and clear of all liens and claims, other than those created by this Agreement. Purchaser shall have sole responsibility to maintain and repair the Property. Should Purchaser fail to maintain, preserve and keep the Property in good repair and working order and in accordance with manufacturer's specifications, and if requested by Seller, Purchaser will enter into maintenance contracts for the Property in form approved by Seller and with approved providers.

8.02 Liens, Taxes, Other Governmental Charges and Utility Charges. Purchaser shall keep the Property free of all levies, liens and encumbrances, except for the interest of Seller under this Agreement. The parties to this Agreement contemplate that the Property will be used for a governmental or proprietary purpose of Purchaser and, therefore, that the Property will be exempt from all property taxes. The Installment Payments payable by Purchaser under this Agreement and the Property Schedules hereunder have been established to reflect the savings resulting from this exemption from taxation. Purchaser will take such actions necessary under applicable law to obtain said exemption. Nevertheless, if the use, possession or acquisition of the Property is determined to be subject to taxation or later becomes subject to such taxes, Purchaser shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Property. Purchaser shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Property. Purchaser shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Purchaser shall be obligated to pay only such installments as accrue during the then-current fiscal year of the Term for such Property.

8.03 Insurance. At its own expense, Purchaser shall maintain (a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Seller in an amount equal to at least the outstanding principal component of Installment Payments, and (b) liability insurance that protects Seller from liability in all events in an amount reasonably acceptable to Seller, and (c) worker's compensation insurance covering all employees working on, in, near or about the Property; provided that Purchaser may self-insure against all such risks (other than rental interruption). All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. All such insurance shall be with insurers that are authorized to issue such insurance in the State. All such liability insurance shall name Seller as an additional insured. All such casualty insurance shall contain a provision making any losses payable to Seller and Purchaser as their respective interests may appear. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Seller and Purchaser at least thirty (30) days in advance of such cancellation or modification. Such changes shall not become effective without Seller's prior written consent. Purchaser shall furnish to Seller, on or before the Commencement Date for each Property Schedule, and thereafter at Seller's request, certificates evidencing such coverage, or, if Purchaser self-insures, a written description of its self-insurance program together with a certification from Purchaser's risk manager or insurance agent or consultant to the effect that Purchaser's self-insurance program provides adequate coverage against the risks listed above.

8.04 Advances. In the event Purchaser shall fail to either maintain the insurance required by this Agreement or keep the Property in good repair and working order, Seller may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Seller shall constitute additional rent for the Term for the applicable Property Schedule and shall be due and payable on the next Installment Payment Date and Purchaser covenants and agrees to pay such amounts so advanced by Seller with interest thereon from the date such amounts are advanced until paid at the rate of 12% per annum or the maximum amount permitted by applicable law, whichever is less, subject to appropriation by Purchaser.

ARTICLE IX

9.01 Damage or Destruction. If (a) the Property under a Property Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property under a Property Schedule or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Seller and Purchaser will cause the Net Proceeds (as hereinafter defined) of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Property, unless Purchaser shall have exercised its right to defease the Property Schedule as provided herein, or unless Purchaser shall have exercised its option to prepay the Installment Payments if the Property Schedule so provides. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Purchaser. For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance

claim, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

9.02 Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01, Purchaser shall (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds and, if Purchaser shall make any payments pursuant to this Section, Purchaser shall not be entitled to any reimbursement therefor from Seller nor shall Purchaser be entitled to any diminution of the amounts payable under Section 6.01, or (b) defease the Property Schedule pursuant to Section 6.05, or (c) exercise its option to prepay the Installment Payments pursuant to the optional prepayment provisions if the Property Schedule so provides. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after such defeasance or purchase may be retained by Purchaser.

ARTICLE X

10.01 Disclaimer of Warranties. SELLER MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND SELLER HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS SOLD TO PURCHASER "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY PURCHASER. Purchaser acknowledges that it has made (or will make) the selection of the Property from the Vendor based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Seller. Purchaser understands and agrees that (a) neither the Vendor nor any sales representative or other agent of Vendor, is (i) an agent of Seller, or (ii) authorized to make or alter any term or condition of this Agreement, and (b) no such waiver or alteration shall vary the terms of this Agreement unless expressly set forth herein. In no event shall Seller be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Property Schedules, or the existence, furnishing, functioning or use of any item, product or service provided for in this Agreement or the Property Schedules.

10.02 Vendor's Warranties. Seller hereby irrevocably assigns to Purchaser all rights that Seller may have to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property against the Vendor. Purchaser's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor, and not against Seller, nor shall such matter have any effect whatsoever on the rights and obligations of Seller with respect to this Agreement, including the right to receive full and timely payments hereunder. Purchaser expressly acknowledges that Seller makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Vendor.

10.03 Use of the Property. Purchaser will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the applicable Property Schedule. Purchaser shall provide all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Purchaser agrees to comply in all respects with all laws of the jurisdiction in which its operations involving any item of Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Property; provided that Purchaser may contest in good faith the validity or application of any such law or rule in any reasonable manner that does not, in the opinion of Seller, adversely affect the interest of Seller in and to the Property or its interest or rights under this Agreement. Purchaser shall promptly notify Seller in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Agreement, any Property Schedule or the Property thereunder.

10.04 Modifications. Subject to the provisions of this Section, Purchaser shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Property. All such alterations, additions, modifications and improvements shall thereafter comprise part of the Property and shall be subject to the provisions of this Agreement. Such alterations, additions, modifications and improvements shall not in any way damage the Property, substantially alter its nature or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, on completion of any alterations, additions, modifications or improvements made pursuant to this Section, shall be of a value which is equal to or greater than the value of the Property immediately prior to the making of such alterations, additions, modifications and improvements. Purchaser shall, at its own expense, make such alterations, additions, modifications and improvements to the Property as may be required from time to time by applicable law or by any governmental authority.

ARTICLE XI

11.01 Option to Prepay. Purchaser shall have the option to prepay in whole the Installment Payments due under a Property Schedule, but only if the Property Schedule so provides, and on the terms set forth in the Property Schedule.

ARTICLE XII

12.01 Assignment by Seller. Seller's right, title and interest in, to and under each Property Schedule and the Property under such Property Schedule may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Seller without the necessity of obtaining the consent of Purchaser; provided that any assignment shall not be effective until Purchaser has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee. Purchaser shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees designated in such register. Purchaser agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Seller or any assignee to protect its interests in this Agreement and the Property Schedules.

12.02 Property Schedules Separate Financings. Assignees of the Seller's rights in one Property Schedule shall have no rights in any other Property Schedule unless such rights have been separately assigned.

12.03 Release and Indemnification Covenants. To the extent permitted by applicable law, Purchaser shall indemnify, protect, hold harmless, save and keep harmless Seller from and against any and all liability, obligation, loss, claim and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest (collectively, "Losses") arising out of or resulting from the entering into this Agreement, any Property Schedules hereunder, the ownership of any item of the Property, the loss of federal tax exemption of the interest on any of the Property Schedules, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Property or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Property resulting in damage to property or injury to or death to any person; provided, however, that Purchaser shall not be required to indemnify Seller for Losses arising out of or resulting from Seller's own willful or negligent conduct, or for Losses arising out of or resulting from Seller's preparation of disclosure material relating to certificates of participation in this Agreement and any Property Schedule (other than disclosure material provided to Seller by Purchaser). The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement, or the applicable Property Schedule, or the termination of the Term for such Property Schedule for any reason.

ARTICLE XIII

13.01 Events of Default Defined. Any of the following shall constitute an "Event of Default" under a Property Schedule:

- (a) Failure by Purchaser to pay any Installment Payment under the Property Schedule or other payment required to be paid with respect thereto at the time specified therein;
- (b) Failure by Purchaser to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Property Schedule, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Purchaser by Seller, unless Seller shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Seller will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Purchaser within the applicable period and diligently pursued until the default is corrected;
- (c) Any statement, representation or warranty made by Purchaser in or pursuant to the Property Schedule or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

- (d) Purchaser shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Purchaser, or of all or a substantial part of the assets of Purchaser, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Purchaser in any bankruptcy, reorganization or insolvency proceeding; or
- (e) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Purchaser or of all or a substantial part of the assets of Purchaser, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

The foregoing provisions of Section 13.01 are subject to the following limitation: if by reason of force majeure Purchaser is unable in whole or in part to perform its agreements under this Agreement and the Property Schedule (other than the obligations on the part of Purchaser contained in Article VI hereof) Purchaser shall not be in default during the continuance of such inability. The term “force majeure” as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Purchaser. Notwithstanding anything in this Agreement to the contrary, an event of Nonappropriation shall not constitute an Event of Default.

13.02 Remedies on Default. Whenever any Event of Default exists with respect to a Property Schedule, Seller shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) Without terminating the Property Schedule, and by written notice to Purchaser, Seller may declare all Installment Payments and other amounts payable by Purchaser thereunder to the end of the then-current fiscal year of Purchaser to be due, including without limitation delinquent Installment Payments under the Property Schedule from prior fiscal years, and such amounts shall thereafter bear interest at the rate of 12% per annum or the maximum rate permitted by applicable law, whichever is less, subject to appropriation by Purchaser;
- (b) Seller may terminate the Property Schedule, and by written notice to Purchaser, Seller may accelerate the principal component of all outstanding Installment Payments due or to become due during the then-current fiscal year, in which case

Purchaser shall pay to Seller such principal component, together with interest thereon from the date of acceleration until so paid at the rate of 12% per annum or the maximum rate permitted by applicable law, whichever is less, subject to appropriation by Purchaser;

- (c) Seller may terminate the Property Schedule, may enter the premises where the Property subject to the Property Schedule is located and retake possession of the Property, or require Purchaser, at Purchaser's expense, to promptly return any or all of the Property to the possession of Seller at such place within the United States as Seller shall specify, and Seller may thereafter dispose of the Property in accordance with Article 9 of the Uniform Commercial Code in effect in the State, continuing to hold Purchaser liable for any outstanding Installment Payments due or to become due during the then-current fiscal year and all costs and expenses incurred by Seller in exercising its remedies hereunder, including, without limitation, all costs and expenses of taking possession, removing, storing and reconditioning the Property, and including, without limitation, all brokerage and attorneys fees;
- (d) By written notice to any escrow agent who is holding proceeds of the Property Schedule, Seller may instruct such escrow agent to release all such proceeds and any earnings thereon to Seller, such sums to be credited to payment of Purchaser's obligations under the Property Schedule;
- (e) Seller may take any action, at law or in equity, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under the Property Schedule and this Agreement.

13.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Seller is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Seller to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

13.04 Costs and Attorney Fees. Upon the occurrence of an Event of Default by Purchaser in the performance of any term of this Agreement, Purchaser agrees to pay to Seller or reimburse Seller for, in addition to all other amounts due hereunder, all of Seller's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Purchaser, shall be secured by this Agreement until paid and shall bear interest at the rate of 12% per annum or the maximum amount permitted by applicable law, whichever is less, subject to appropriation by Purchaser. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as

the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

ARTICLE XIV

14.01 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by Purchaser.

14.02 Further Assurances. Purchaser agrees to execute such other and further documents, including, without limitation, confirmatory financing statements, continuation statements, certificates of title and the like, and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Seller, to perfect, confirm, establish, reestablish, continue, or complete the interests of Seller in this Agreement and the Property Schedules, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and the Property Schedules.

14.03 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Seller and Purchaser and their respective successors and assigns.

14.04 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

14.05 Waiver of Jury Trials. Purchaser and Seller hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of Seller or Purchaser in the negotiation, administration, performance or enforcement hereof.

14.06 Amendments, Changes and Modifications. This Agreement may be amended in writing by Seller and Purchaser to the extent the amendment or modification does not apply to outstanding Property Schedules at the time of such amendment or modification. The consent of all assignees shall be required to any amendment or modification before such amendment or modification shall be applicable to any outstanding Property Schedule.

14.07 Execution in Counterparts. This Agreement and the Property Schedules hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

14.08 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

14.09 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

SELLER:
U.S. BANCORP EQUIPMENT
FINANCE, INC.

PURCHASER:
CITY OF BILLINGS, MONTANA

By: _____
Name:
Title:

By: _____
Name: Thomas Hanel
Title: Mayor

Attest:

By: _____
Name: Cari Martin
Title: City Clerk

EXHIBIT B

[Toughbook Property Schedule]

PROPERTY SCHEDULE NO. 3 (TOUGHBOOKS) MASTER TAX-EXEMPT INSTALLMENT PURCHASE AGREEMENT

This Property Schedule No. 3 is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Installment Purchase Agreement (the "Master Agreement"), dated as of October 28, 2011, between U.S. Bancorp Government Leasing and Finance, Inc., as successor in interest to U.S. Bancorp Equipment Finance, Inc., (the "Seller") and the City of Billings, Montana (the "Purchaser").

1. Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Purchaser in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms used herein but not otherwise defined shall have the meanings provided in the Master Agreement.
2. Commencement Date. The Commencement Date for this Property Schedule is February 29, 2012.
3. Property Description and Payment Schedule. The Property subject to this Property Schedule is described in Exhibit 1 hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries. Purchaser shall not remove such property from the locations set forth therein without giving prior written notice, including the new location of such property, to Seller. The Installment Payment Schedule for this Property Schedule is set forth in Exhibit 1 hereto.
4. Opinion. The Opinion of Purchaser's Counsel is attached as Exhibit 2 hereto.
5. Purchaser's Certificate. The Purchaser's Certificate is attached as Exhibit 3 hereto.
6. Proceeds. Seller shall disburse the proceeds of this Property Schedule in accordance with the instructions attached as Exhibit 4 hereto.
7. Acceptance Certificate. The form of Acceptance Certificate is attached as Exhibit 5 hereto.
8. Additional Purchase Option Provisions. Installment Payments payable under this Property Schedule shall be subject to prepayment in whole at the option of the Purchaser on the dates set forth in Exhibit 1 hereto by payment of the applicable Prepayment

Balance set forth in Exhibit 1 hereto and payment of all accrued and unpaid interest through the date of prepayment.

9. Tax Certificate. Attached as Exhibit 6 hereto.
10. Expiration. Seller, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Master Agreement (including this Property Schedule and all ancillary documents) is not received by Seller at its place of business by April 1, 2012.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

SELLER:
U.S. BANCORP GOVERNMENT
LEASING AND FINANCE, INC.

PURCHASER:
CITY OF BILLINGS, MONTANA

By: _____
Name:
Title:

By: _____
Name: Thomas Hanel
Title: Mayor

Attest:

By: _____
Name: Cari Martin
Title: City Clerk

EXHIBIT C

[Camera Property Schedule]

PROPERTY SCHEDULE NO. 4 (CAMERAS) MASTER TAX-EXEMPT INSTALLMENT PURCHASE AGREEMENT

This Property Schedule No. 4 is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Installment Purchase Agreement (the "Master Agreement"), dated as of October 28, 2011, between U.S. Bancorp Government Leasing and Finance, Inc., as successor in interest to U.S. Bancorp Equipment Finance, Inc., (the "Seller") and the City of Billings, Montana (the "Purchaser").

1. Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Purchaser in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms used herein but not otherwise defined shall have the meanings provided in the Master Agreement.
2. Commencement Date. The Commencement Date for this Property Schedule is February 29, 2012.
3. Property Description and Payment Schedule. The Property subject to this Property Schedule is described in Exhibit 1 hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries. Purchaser shall not remove such property from the locations set forth therein without giving prior written notice, including the new location of such property, to Seller. The Installment Payment Schedule for this Property Schedule is set forth in Exhibit 1 hereto.
4. Opinion. The Opinion of Purchaser's Counsel is attached as Exhibit 2 hereto.
5. Purchaser's Certificate. The Purchaser's Certificate is attached as Exhibit 3 hereto.
6. Proceeds. Seller shall disburse the proceeds of this Property Schedule in accordance with the instructions attached as Exhibit 4 hereto.
7. Acceptance Certificate. The form of Acceptance Certificate is attached as Exhibit 5 hereto.
8. Additional Purchase Option Provisions. Installment Payments payable under this Property Schedule shall be subject to prepayment in whole at the option of the Purchaser on the dates set forth in Exhibit 1 hereto by payment of the applicable Prepayment

Balance set forth in Exhibit 1 hereto and payment of all accrued and unpaid interest through the date of prepayment.

9. Tax Certificate. Attached as Exhibit 6 hereto.
10. Expiration. Seller, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Master Agreement (including this Property Schedule and all ancillary documents) is not received by Seller at its place of business by April 1, 2012.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

SELLER:
U.S. BANCORP GOVERNMENT
LEASING AND FINANCE, INC.

PURCHASER:
CITY OF BILLINGS, MONTANA

By: _____
Name:
Title:

By: _____
Name: Thomas Hanel
Title: Mayor

Attest:

By: _____
Name: Cari Martin
Title: City Clerk

PROPERTY SCHEDULE NO. 4 (CAMERAS)
MASTER TAX-EXEMPT INSTALLMENT PURCHASE AGREEMENT

This Property Schedule No. 4 is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Installment Purchase Agreement (the "Master Agreement"), dated as of October 28, 2011, between U.S. Bancorp Government Leasing and Finance, Inc., as successor in interest to U.S. Bancorp Equipment Finance, Inc., (the "Seller") and the City of Billings, Montana (the "Purchaser").

1. Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Purchaser in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms used herein but not otherwise defined shall have the meanings provided in the Master Agreement.
2. Commencement Date. The Commencement Date for this Property Schedule is February 29, 2012.
3. Property Description and Payment Schedule. The Property subject to this Property Schedule is described in Exhibit 1 hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries. Purchaser shall not remove such property from the locations set forth therein without giving prior written notice, including the new location of such property, to Seller. The Installment Payment Schedule for this Property Schedule is set forth in Exhibit 1 hereto.
4. Opinion. The Opinion of Purchaser's Counsel is attached as Exhibit 2 hereto.
5. Purchaser's Certificate. The Purchaser's Certificate is attached as Exhibit 3 hereto.
6. Proceeds. Seller shall disburse the proceeds of this Property Schedule in accordance with the instructions attached as Exhibit 4 hereto.
7. Acceptance Certificate. The form of Acceptance Certificate is attached as Exhibit 5 hereto.
8. Additional Purchase Option Provisions. Installment Payments payable under this Property Schedule shall be subject to prepayment in whole at the option of the Purchaser on the dates set forth in Exhibit 1 hereto by payment of the applicable Prepayment Balance set forth in Exhibit 1 hereto and payment of all accrued and unpaid interest through the date of prepayment.

9. Tax Certificate. Attached as Exhibit 6 hereto.
10. Expiration. Seller, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Master Agreement (including this Property Schedule and all ancillary documents) is not received by Seller at its place of business by April 1, 2012.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

SELLER:
U.S. BANCORP GOVERNMENT
LEASING AND FINANCE, INC.

PURCHASER:
CITY OF BILLINGS, MONTANA

By: _____
Name:
Title:

By: _____
Name: Thomas Hanel
Title: Mayor

Attest:

By: _____
Name: Cari Martin
Title: City Clerk

EXHIBIT 1
Property Description and Payment Schedule

Re: **Property Schedule No. 4** to Master Tax-Exempt Installment Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and the City of Billings, Montana.

The Property is as follows: The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto.

PROPERTY LOCATION: City of Billings, Montana.

USE: Camera Improvements. The Property will be used in the City's police vehicles.

ACCOUNT: Installment Payments payable by the Purchaser pursuant to this Property Schedule shall constitute current expenses of the Purchaser's Drug Forfeiture Fund and shall not in any way be construed to be debts of the Purchaser in contravention of any applicable constitutional or statutory limitation or requirements concerning the creation of indebtedness by the Purchaser, nor shall anything contained therein constitute a pledge of the general tax revenues, funds or money of the Purchaser. Installment Payments payable by the Purchaser pursuant to this Property Schedule shall be payable only from current funds which are budgeted and appropriated solely from the Purchaser's Drug Forfeiture Fund for such purpose during the fiscal year of the Purchaser for which such funds were budgeted and appropriated. The Purchaser has not pledged the full faith and credit of the Purchaser, Yellowstone County or the State of Montana to the payment of amounts due under the Lease-Purchase Agreement.

Installment Payment Schedule

Total Principal Amount: \$264,935.00

<u>Pay #</u>	<u>Date</u>	<u>Payment</u>	<u>Principal</u>	<u>Interest (1.93%)</u>	<u>Prepayment Balance</u>
1	29-Mar-2012	\$68,189.98	\$67,763.88	\$426.10	\$203,086.25
2	28-Feb-2013	68,189.98	64,673.51	3,516.47	136,472.54
3	28-Feb-2014	68,189.98	65,610.04	2,579.95	68,894.20
4	28-Feb-2015	<u>68,189.98</u>	<u>66,887.57</u>	<u>1,302.41</u>	<u>0.00</u>
Total		\$272,759.92	\$264,935.00	\$7,824.93	

**PURCHASER:
CITY OF BILLINGS, MONTANA**

By: _____
Name: Thomas Hanel
Title: Mayor

Attest:

By: _____
Name: Cari Martin
Title: City Clerk

EXHIBIT A
Description of Property

35 In-car camera system	\$174,825.00
35 In-car wireless kits	10,500.00
35 Hi-Fi microphone	3,500.00
35 Warranties 2 nd year	9,240.00
35 Warranties 3 rd year	9,240.00
35 Warranties 4 th year	9,240.00
25 Software protection	10,080.00
1 Evidence library software	4,995.00
25 Remote client license key	1,875.00
5 Additional software	2,050.00
1 Rack mount drive server	8,005.00
15 2TB hard drives, server class	7,800.00
1 Storage, JBOD enclosure	2,050.00
2 WiFi access point kit	810.00
1 4RE system setup, configuration, testing, and training	7,500.00
2 Access Point installations including cable runs	2,000.00
Shipping	1,225.00
 TOTAL PROPERTY SCHEDULE PURCHASE AMOUNT	 \$264,935.00

EXHIBIT 2
Opinion of Dorsey & Whitney LLP

City of Billings
Billings, Montana

U.S. Bancorp Government Leasing and Finance, Inc.
Denver, Colorado

Re: Master Tax-Exempt Installment Purchase Agreement
City of Billings, Montana

Ladies and Gentlemen:

We have acted as special counsel to the City of Billings, Montana (the “City”), in connection with the authorization, execution and delivery by the City of the Master Tax-Exempt Installment Purchase Agreement, dated as of October 28, 2011 (the “Lease-Purchase Agreement”), between the City and U.S. Bancorp Government Leasing and Finance, Inc., as successor in interest to U.S. Bancorp Equipment Finance, Inc. (“U.S. Bancorp”) and Property Schedule No. 4 thereto, dated as of February 29, 2012 (the “Camera Property Schedule”). In that capacity, we have examined executed counterparts, or copies otherwise identified to our satisfaction, of the Lease-Purchase Agreement, the Camera Property Schedule and the Escrow Agreement dated as of February 29, 2012 (the “Escrow Agreement”), between the City, U.S. Bancorp and U.S. Bank National Association, as Escrow Agent, together with certified copies of certain proceedings taken and certain certificates and affidavits furnished by the City in the authorization, execution and delivery of the Lease-Purchase Agreement and the Camera Property Schedule, including a certified copy of Resolution No. _____ adopted by the City Council of the City on February 13, 2012. As to questions of fact material to our opinion, we have assumed the authenticity of and relied upon the proceedings, affidavits and certificates furnished to us without undertaking to verify the same by independent investigation.

The installment payments payable by the City under the Camera Property Schedule (the “Installment Payments”) are payable solely from the current revenues of the City which are budgeted and appropriated solely from the City’s Drug Forfeiture Fund and are subject to annual appropriation in accordance with the provisions of the Lease-Purchase Agreement and the Camera Property Schedule. The Lease-Purchase Agreement and the Camera Property Schedule are not general obligations of the City and the general credit and taxing powers of the City are not pledged to the payment of the Installment Payments. U.S. Bancorp is selling to the City cameras and related equipment described in the Camera Property Schedule (the “Camera Improvements”) to be used in the City’s police vehicles. The Camera Property Schedule will be in effect for a term commencing as provided therein and ending on February 28, 2015, unless earlier terminated in accordance with its terms. The Installment Payments will be payable at such times and in such amounts and will comprise principal payments and interest payments as set forth in the Camera Property Schedule. In the sole event that moneys are not appropriated and provided from the City’s Drug Forfeiture Fund with respect to the Installment Payments, the City may, by written notice to U.S. Bancorp, discontinue the Camera Property Schedule at the end of any fiscal year of the City then in effect. If the City should discontinue the Camera

Property Schedule at the end of any such fiscal year in the manner provided therein, the Camera Property Schedule is terminated without penalty or liability on the part of the City to pay any Installment Payments coming due after the fiscal year then in effect, but in such event the City has the obligation to deliver possession of the Camera Improvements to U.S. Bancorp at the time and in the manner provided in the Lease-Purchase Agreement. In the event the City should not discontinue the Camera Property Schedule and does pay all Installment Payments, the rights of U.S. Bancorp in the Camera Improvements will be terminated and U.S. Bancorp must transfer legal title to the Camera Improvements to the City. The City will have an option to purchase U.S. Bancorp's interest in the Camera Improvements on the dates and in the amounts set forth in the Camera Property Schedule.

From our examination of such proceedings, certificates and affidavits, and on the basis of existing law, it is our opinion that:

1. The Lease-Purchase Agreement, the Camera Property Schedule and the Escrow Agreement are each valid and binding instruments of the City, enforceable in accordance with their respective terms.
2. The portion of each Installment Payment designated as and comprising interest: (a) is not includable in gross income for federal income tax purposes; (b) is not an item of tax preference includable in alternative minimum taxable income for purposes of the federal alternative minimum tax applicable to all taxpayers; and (c) is includable in adjusted current earnings of corporations in determining alternative minimum taxable income for purposes of the federal alternative minimum tax imposed on corporations.
3. The portion of each Installment Payment designated as and comprising interest is not includable in gross income for State of Montana individual income tax purposes, but is includable in the computation of income for purposes of the Montana corporate income tax and the Montana corporate license tax.

The opinions expressed in paragraph 1 above are subject, as to enforceability, to the effect of any state or federal laws relating to bankruptcy, insolvency, reorganization, moratorium or creditors' rights and the exercise of judicial discretion.

The opinions expressed in paragraphs 2 and 3 above are subject to the condition that the City comply with all requirements of the Code that must be satisfied subsequent to the execution and delivery of the Camera Property Schedule in order that the portion of each Installment Payment designated as and comprising interest may be, and continue to be, excluded from gross income for federal income tax purposes. The City has covenanted to comply with these continuing requirements. Its failure to do so could result in the inclusion of such interest in gross income for federal income tax purposes, retroactive to the date of execution and delivery of the Camera Property Schedule. Except as stated in this opinion, we express no opinion regarding federal, state or other tax consequences with respect to the Lease-Purchase Agreement or the Camera Property Schedule.

Dated: February 29, 2012

Very truly yours,

EXHIBIT 3
Purchaser's Certificate

Re: **Property Schedule No. 4** to Master Tax-Exempt Installment Purchase Agreement U.S. Bancorp Government Leasing and Finance, Inc. and the City of Billings, Montana.

The undersigned, being the duly elected, qualified and acting City Clerk of the City of Billings, Montana (the "Purchaser") do hereby certify, as of February 29, 2012 as follows:

1. Purchaser did, at a meeting of the governing body of the Purchaser held on October 11, 2011 by resolution or ordinance duly enacted, in accordance with all requirements of law, approved and authorized the execution and delivery of the Master Tax-Exempt Installment Purchase Agreement (the "Master Agreement"), and at a meeting of the Purchaser held February 13, 2012 by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule"), in each case, by the following named representative of Purchaser, to wit:

NAME
OF EXECUTING
OFFICIAL

TITLE
OF EXECUTING
OFFICIAL

SIGNATURE
OF EXECUTING
OFFICIAL

Thomas Hanel

Mayor

Cari Martin

City Clerk

2. The above-named representatives of the Purchaser held at the time of such authorization and holds at the present time the office set forth above.

3. The meeting(s) of the governing body of the Purchaser at which the Master Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Purchaser relating to the authorization and delivery of Master Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Purchaser; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Purchaser, if any, and the laws of the State.

4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Master Agreement.

5. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Purchaser.

6. Purchaser will, in accordance with the requirements of law, fully budget and appropriate sufficient funds for the current fiscal year to make the Installment Payments scheduled to come due during the current fiscal year under the Property Schedule and to meet its other obligations for the current fiscal year.

7. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Purchaser in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Purchaser to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

PURCHASER:
CITY OF BILLINGS, MONTANA

By: _____
Name: Cari Martin
Title: City Clerk

EXHIBIT 4
Payment of Proceeds Instructions

U.S. Bancorp Government Leasing and Finance, Inc.
13010 SW 68th Parkway, Suite 100
Portland, Oregon 97223

Re: **Property Schedule No. 4** (the "Property Schedule") to Master Tax-Exempt Installment Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. ("Seller") and the City of Billings, Montana ("Purchaser").

Ladies and Gentlemen:

The undersigned, an Authorized Representative of the Purchaser hereby requests and authorizes Seller to disburse the net proceeds of the Property Schedule as follows:

Name of Payee: _____

By check _____ By wire transfer _____

If by check, Payee's address: _____

If by wire transfer, instructions as follows:

Pay to Bank Name: U.S. Bank, National Association

Bank Address: 303 North Broadway
PO Box 30678
Billings, MT 59101
Bank Phone #: (406) 447-5251

For Account of: City of Billings General Depository

Account No.: 1-500-9559-2021
ABA No.: 092900383

PURCHASER:
CITY OF BILLINGS, MONTANA

By: _____
Name:
Title:

EXHIBIT 5
Acceptance Certificate

U.S. Bancorp Government Leasing and Finance, Inc.
13010 SW 68th Parkway, Suite 100
Portland, Oregon 97223

Re: **Property Schedule No. 4** to Master Tax-Exempt Installment Purchase Agreement
between U.S. Bancorp Government Leasing and Finance, Inc. and the City of Billings,
Montana

Ladies and Gentlemen:

In accordance with the above-referenced Master Tax-Exempt Installment Purchase Agreement (the "Master Agreement"), the undersigned ("Purchaser") hereby certifies and represents to, and agrees with, U.S. Bancorp Government Leasing and Finance, Inc. ("Seller"), as follows:

- (1) The Property, as such terms are defined in the above-referenced Property Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.
- (2) Purchaser has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof.

Date: _____

PURCHASER:
CITY OF BILLINGS, MONTANA

By: _____
Name:
Title:

EXHIBIT 6
Tax Certificate

Master Tax-Exempt Installment Purchase Agreement
Property Schedule No. 4

City of Billings, Montana

ARBITRAGE AND REBATE CERTIFICATE AND AGREEMENT

This Arbitrage and Rebate Certificate and Agreement (this “Certificate”) is given for the purpose of establishing and maintaining the tax-exempt status of interest payments required to be made by the City of Billings, Montana (the “City”), under the Master Tax-Exempt Installment Purchase Agreement dated as of October 28, 2011 (the “Lease-Purchase Agreement”) between the City and U.S. Bancorp Government Leasing and Finance, Inc., as successor in interest to U.S. Bancorp Equipment Finance, Inc., as lessor (the “Lessor”), and Property Schedule No. 4 thereto dated as of February 29, 2011 (the “Camera Property Schedule”). The representations and covenants of the City herein are for the benefit of the owner or owners from time to time of the interest of the Lessor under the Camera Property Schedule.

I. General Provisions and Definitions.

1.1. The Camera Property Schedule will be entered into by the City pursuant to Resolution No. _____, adopted by the City Council of the City on February 13, 2012 (the “Resolution”). Terms used with initial capital letters but undefined herein shall have the meanings given them in the Lease Purchase Agreement, the Internal Revenue Code of 1986, as amended (the “Code”), or in the Regulations (as hereinafter defined), unless the context hereof clearly requires otherwise.

This Certificate is intended to be, and may be relied upon as, among other things, a certification described in the Regulations, Section 1.148-2(b) and Section 148 of the Code, and is delivered as a part of the transcript of proceedings relating to the Camera Property Schedule. We are among the officers of the City responsible for the issuance of the Camera Property Schedule.

1.2. We have investigated the facts, estimates and circumstances surrounding the execution and delivery of the Camera Property Schedule, which are described summarily in this Certificate. To the best of our knowledge and belief, such facts, estimates and circumstances are correct and complete and the City’s expectations as to future events, which are based thereon, are in all respects reasonable and made in good faith. To the extent that the expectations of the City are based upon estimates and representations made by others, including the Lessor, we have examined such estimates and representations and consider them to be reasonable and correct. Any statements in this Certificate involving future events, whether or not expressly so stated, are intended as expectations of the City and not as representations of fact. On the basis of such facts, estimates and circumstances, it is expected that the proceeds of the Camera Property Schedule

will be used in a manner that would not cause the Camera Property Schedule to be considered an “arbitrage bond” within the meaning of Section 148 of the Code.

1.3. The following terms have the following meanings when used in this Certificate:

Bond Counsel shall mean nationally recognized municipal bond counsel selected by the City.

Bond Year shall mean each one-year period (or shorter period from the Closing Date) that ends at the close of business on each September 15 or, if the last Installment Payment owing under the Camera Property Schedule is not paid on a September 15, such shorter period from the last preceding September 15 to the date on which such last Installment Payment is made.

Closing Date shall mean February 29, 2012, the date of execution and delivery of the Camera Property Schedule.

Computation Date shall mean an installment computation date (the last day of the fifth and each succeeding fifth Bond Year) and the final computation date (the date the last Bond is discharged). If the Installment Payments owing under the Camera Property Schedule are paid when due, the installment computation date for the Camera Property Schedule shall be February 28, 2015.

Escrow Agreement shall mean the Escrow Agreement referred to in the Camera Property Schedule, dated as of February 29, 2012, by and between the City and the Lessor, as amended or supplemented from time to time.

Escrow Fund shall mean the Escrow Fund established under the Escrow Agreement.

Gross Proceeds shall mean, with respect to the Camera Property Schedule, all proceeds of the Camera Property Schedule (including sale proceeds and transferred proceeds) and any funds (other than proceeds) that are part of any reserve or replacement fund for the Camera Property Schedule.

Investment Property shall mean any security, obligation (other than a Non-AMT Obligation), annuity contract or investment-type property.

Non-AMT Obligation means any obligation the interest on which is not includible in gross income under Section 103 of the Code and which is not a “specified private activity bond” (within the meaning of Section 57(a)(5)(C) of the Code).

Nonpurpose Investment shall mean any Investment Property that is not a purpose investment in which Gross Proceeds of the Camera Property Schedule are invested.

Project shall mean the purchase of new camera and related equipment for use in the City’s police vehicles.

Project Account shall mean the Project Account created in the Escrow Fund established under the Escrow Agreement.

Rebatable Arbitrage shall mean, as of any Computation Date, the excess of the future value of all nonpurpose receipts with respect to the Camera Property Schedule, over the future value of all nonpurpose payments with respect to the Camera Property Schedule, or with respect to a Voluntary Computation Date, the amount of the payment that would be payable to the United States under Section 148(f) of the Code if such date were a “Computation Date.”

Regulations shall mean the Treasury Regulations applicable to the Lease Purchase Agreement and the Camera Property Schedule and promulgated under the Code, including, without limitation, Treasury Regulations, Sections 1.148-0 through 1.148-11, and Sections 1.149(b)-1, 1.149(d)-1, 1.149(g)-1, 1.150-1 and 1.150-2.

Voluntary Computation Date means February 28, 2013, and each February 28 thereafter, excluding the Computation Date.

Yield, with reference to any obligation, means that discount rate which, when computing the present value of all unconditionally payable payments of principal and interest paid and to be paid on such obligation and taking into account payments made for qualified guarantees, produces an amount equal to the present value of the issue price of the obligation.

Yield of the Camera Property Schedule shall mean 1.9311%.

II. The Purpose of the Camera Property Schedule.

1.1. The Camera Property Schedule is entered into pursuant to the Resolution for the purposes of providing funds to be used to finance costs of the Project. The City expects to expend the following sums from the proceeds of the Camera Property Schedule for the Project:

35 In-car camera system	\$174,825.00
35 In-car wireless kits	10,500.00
35 Hi-Fi microphone	3,500.00
35 Warranties 2 nd year	9,240.00
35 Warranties 3 rd year	9,240.00
35 Warranties 4 th year	9,240.00
25 Software protection	10,080.00
1 Evidence library software	4,995.00
25 Remote client license key	1,875.00
5 Additional software	2,050.00
1 Rack mount drive server	8,005.00
15 2TB hard drives, server class	7,800.00
1 Storage, JBOD enclosure	2,050.00
2 WiFi access point kit	810.00
1 4RE system setup, configuration, testing, and training	7,500.00
2 Access Point installations including cable runs	2,000.00
Shipping	1,225.00
TOTAL PROPERTY SCHEDULE PURCHASE AMOUNT	\$264,935.00

2.2 Any costs in excess of the proceeds of the Camera Property Schedule will be paid from other funds of the City available therefor.

III. Sources and Disbursements of Funds.

3.1. The aggregate amount of the principal components payable by the City pursuant to the Camera Property Schedule equals \$264,935.00. The City is executing and delivering the Camera Property Schedule to the Lessor in exchange for proceeds in the amount of \$264,935.00. The issue price of the Camera Property Schedule, as defined in Section 1.148-1(b) of the Regulations and Sections 1273(b)(1) and (2) of the Code, is \$264,935.00, equal to the principal amount thereof.

3.2. \$264,935.00 of the proceeds of the Camera Property Schedule are expected to be deposited in the Project Account to pay the costs of the Project. Costs of entering into the Camera Property Schedule will be paid from other available funds of the City.

3.3. The Camera Property Schedule is not a hedge bond (as defined in Section 149(g) of the Code) since at least 85% of the spendable proceeds of the Camera Property Schedule are to be used to pay costs of the Project within three years after the date hereof and less than 50% of the proceeds of the Camera Property Schedule are to be invested in nonpurpose investments having a substantially guaranteed yield for four years or more.

IV. Yield of the Camera Property Schedule.

4.1. No other obligations of the City are being (a) issued at substantially the same time as the Camera Property Schedule, (b) sold pursuant to the same plan of financing as the Camera Property Schedule, and (c) paid out of substantially the same source of funds (or which will have substantially the same claim to be paid out of substantially the same source of funds) as will be used to pay the Camera Property Schedule, within the meaning of Section 1.150-1(c) of the Regulations. Contemporaneous with the execution and delivery of the Camera Property Schedule, the City is entering into Property Schedule No. 3 to the Lease-Purchase Agreement (the "Toughbook Property Schedule"). The installment payments payable by the City pursuant to the Toughbook Property Schedule shall be payable, as specified in the Resolution, only from current funds which are budgeted and appropriated solely from the City's Public Safety Fund, for such purpose during the fiscal year of the City for which such funds were budgeted and appropriated. The installment payments payable by the City pursuant to the Camera Property Schedule shall be payable, as specified in the Resolution, only from current funds which are budgeted and appropriated solely from the City's Drug Forfeiture Fund, for such purpose during the fiscal year of the City for which such funds were budgeted and appropriated. Therefore the Camera Property Schedule and the Toughbook Property Schedule will not be paid out of substantially the same source of funds.

4.2. The Yield of the Camera Property Schedule computed in accordance with Section 148 of the Code and applicable Regulations, is 1.9311% per annum.

V. Temporary Investments.

5.1 Except as described in Section 5.2 hereof, none of the proceeds of the Camera Property Schedule will be invested at a materially higher yield than the Yield of the Camera Property Schedule.

5.2. Proceeds of the Camera Property Schedule deposited in the Project Account are to be used to finance the costs of the Project. The estimated total cost of the Project, including implementation, administration, construction management and contingencies, excluding costs of entering into the Camera Property Schedule, is not less than \$264,935.00.

(a) The City has incurred or will incur within six months after the date hereof substantial binding obligations to undertake the Project (in the form of binding contracts or commitments) in an aggregate amount not less than five percent of the net sale proceeds of the Camera Property Schedule (i.e., \$13,246.75).

(b) Work on the Project and allocation of the net sale proceeds and investment proceeds of the Camera Property Schedule to expenditures will proceed with due diligence to completion and it is reasonably expected the Project will be completed and all net sale proceeds of the Camera Property Schedule will be so allocated by June 1, 2012.

(c) The net sale proceeds of the Camera Property Schedule, plus investment earnings thereon, do not exceed the amount to be spent by the City to acquire and construct the Project.

(d) The City expects to spend on the Project, within not more than three years from the date hereof, all of the net sale and investment proceeds to be derived by the City from the issuance of the Camera Property Schedule.

Therefore, the City may invest said amounts deposited in the Project Account without yield restriction for a temporary period ending three years from the Closing Date pursuant to Section 1.148-2(e)(2) of the Regulations. Should any of the proceeds of the Camera Property Schedule not be so expended by the end of such period, the City may either (i) invest such amounts at a yield which does not exceed the Yield of the Camera Property Schedule, or (ii) comply with the provisions of Section 1.148-5(c) of the Regulations and make such payments at such times as are required pursuant to Section 1.148-5(c) to reduce the Yield on any investments made subsequent to expiration of the temporary period to a Yield not materially higher than the Yield of the Camera Property Schedule.

VI. No Sinking Fund.

6.1. The City has not created or established, and does not expect to create or establish, any sinking or similar fund which is reasonably expected to be used to pay debt service on the Camera Property Schedule or which is pledged as collateral to secure the Camera Property Schedule. No amounts in any other funds or accounts of the City are reserved for or pledged to the payment of debt service on the Camera Property Schedule or will be used to replace funds that will be used to pay debt service on the Camera Property Schedule.

VII. Sale Proceeds.

7.1. The sale proceeds of the Camera Property Schedule do not exceed the amount necessary to achieve the purposes described in Section II hereof. No portion of the Camera Property Schedule is issued solely for the purpose of investing the proceeds at a materially higher yield than the Yield of the Camera Property Schedule. None of the proceeds of the Camera Property Schedule will be used directly or indirectly to replace funds which were used directly or indirectly to acquire obligations with a yield that is materially higher than the Yield of the Camera Property Schedule.

7.2. In connection with the execution and delivery of the Camera Property Schedule, except as specifically provided in Sections 148(c) and (d) of the Code, the City has not engaged and will not engage in any transaction or series of transactions (i) enabling the City to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (ii) increasing the burdens on the market for tax-exempt obligations in any manner including, without limitation, by selling any obligation that would not otherwise be sold, or by selling more obligations, or issuing them sooner, or allowing them to remain outstanding longer, than would otherwise be necessary.

VIII. Miscellaneous.

8.1. The City has no present intention to sell or otherwise dispose of the facilities financed with proceeds of the Camera Property Schedule before the termination of the Camera Property Schedule. The City expects that such property will continue to be owned and operated by the City substantially in the manner in which similar property is now owned and operated for an indefinite period concluding not earlier than the final stated termination date of the Camera Property Schedule.

8.2. The City reasonably expects that during the term of the Camera Property Schedule no private business use will be made of the facilities financed with proceeds thereof and that no private payments or security will be made or furnished that would cause the Camera Property Schedule to consist of “private activity bonds”, within the meaning of Section 141 of the Code and applicable Regulations. No proceeds of the Camera Property Schedule are being or will be loaned to any nongovernmental person. The City reasonably expects that the Camera Property Schedule will not consist of private activity bonds within the meaning of Section 141 of the Code.

8.3. It is not expected that any replacement proceeds of the Camera Property Schedule will arise subsequent to the execution and delivery of the Camera Property Schedule.

IX. Minor Portion.

9.1. An aggregate amount not to exceed the “minor portion” amount for the Camera Property Schedule (\$13,246.75) may be invested pursuant to Section 148(e) of the Code and Section 1.148-2(g) of the Regulations without restriction as to Yield. To the extent the amount on hand in the Project Account has been credited thereto longer than the period described in Section 5.2 hereof, such amount may be invested up to the minor portion amount at a yield greater than the Yield of the Camera Property Schedule. Such amounts are Gross Proceeds of

the Camera Property Schedule, however, and subject to the rebate requirements set forth in Sections X and XI hereof.

X. Rebate.

10.1 The City, in the Resolution, has covenanted to comply with the requirements of Section 148(f) of the Code with respect to the Camera Property Schedule. The City covenants that it will consult with Bond Counsel and undertake to determine what is required with respect to the rebate provisions contained in Section 148(f) of the Code from time to time and will comply with any requirements that may be applicable to the Camera Property Schedule. The methodology described in this Certificate will be followed, except to the extent inconsistent with any requirements of future regulations or written advice received from Bond Counsel.

10.2. Subject to any applicable exceptions or exemptions available under the Code or regulations, detailed records with respect to each and every Nonpurpose Investment attributable to Gross Proceeds of the Camera Property Schedule will be maintained by the City including: (i) purchase date, (ii) purchase price, (iii) brokerage or other transaction costs of purchase, (iv) information establishing fair market value on the date such investment became a Nonpurpose Investment, (v) any accrued interest paid, (vi) face amount, (vii) coupon or Stated interest rate, (viii) periodicity of interest payments, (ix) disposition price, (x) any accrued interest received, (xi) disposition date, and (xii) brokerage or other transaction costs of disposition. Such detailed recordkeeping is required for the calculation of the Rebatable Arbitrage.

XI. Rebatable Arbitrage Calculation and Payment.

11.1. Subject to any applicable exceptions or exemptions available under the Code or regulations, the City shall pay to the United States Department of the Treasury from funds legally available therefor: (A) not later than 60 days after each Computation Date, an amount which, when added to the future value as of the Computation Date of all previous rebate payments, equals at least 90% of the Rebatable Arbitrage calculated as of such Computation Date; and (B) not later than 60 days after the final Computation Date, an amount which, when added to the future value as of the Computation Date of all previous rebate payments, equals 100% of the Rebatable Arbitrage.

11.2. Any payment required to be made pursuant hereto shall be filed with the Internal Revenue Service Center, Ogden, Utah 84201 (or at such other address as the Internal Revenue Service may from time to time designate), on or before the date such payment is due, and shall be accompanied by a completed and executed Internal Revenue Service Form 8038-T. The City shall retain records of the calculations required by this Section XI until six years after the final Computation Date for the Camera Property Schedule.

11.3. The City shall file or cause to be filed such reports or other documents with the Internal Revenue Service as required by Section 148(f) of the Code.

11.4. Notwithstanding anything in this Certificate or any other provisions of the Resolution to the contrary, the obligation to remit the Rebatable Arbitrage with respect to the Camera Property Schedule to the United States Department of the Treasury and to comply with

all other requirements contained in this Certificate shall survive the defeasance of the Camera Property Schedule.

11.5. The Project will be owned and operated by the City and used for governmental purposes. All of the Gross Proceeds qualify for the temporary period under Section 1.148-2(e)(2) of the Regulations. Apart from the sale proceeds of the Camera Property Schedule and investment proceeds derived therefrom, the City does not expect that any other Gross Proceeds will arise. Thus, if the expenditure tests set forth in Section 1.148-7(d)(1)(i) of the Regulations are met (i.e., the following percentages of Gross Proceeds are spent within the following periods beginning on the date of issuance: at least 15% within six months (August 29, 2012); 60% within one year (February 28, 2013), and 100% within eighteen months (August 29, 2013) (subject to a reasonable contractual retainage amount not exceeding five percent of the net sale proceeds of the Camera Property Schedule as of February 29, 2012 to be spent within 30 months after the date hereof, as defined in Section 1.148-7(h) of the Regulations)), then the City may elect to treat the Gross Proceeds as exempt from the rebate requirements of Section 148(f) of the Code pursuant to the "18 month" spending exception provided under Section 1.148-7(d) of the Regulations.

11.6. If Gross Proceeds subject to arbitrage rebate arise, either as a result of the failure to expend all Gross Proceeds as provided in Section 11.6 hereof, or from another cause, for purposes of complying with Section 148(f), the City will prepare or have prepared a calculation of the Rebatable Arbitrage for the Camera Property Schedule consistent with the rules described in this Section XI.

11.7. The City will prepare the calculation of the Rebatable Arbitrage within 30 days after each Computation Date and will, within 30 days after each Voluntary Computation Date, calculate the Rebatable Arbitrage on the assumption such Voluntary Computation Date is a Computation Date and file a copy of such calculations in the office of the City Clerk.

11.8. The City agrees to retain detailed records and documents relating to the expenditure of Gross Proceeds, the use of the facilities financed thereby and the investment of Gross Proceeds until three years following the retirement of the Camera Property Schedule to the extent required by applicable IRS rules and the Regulations and shall consult with counsel regarding such retention as appropriate.

XII. Amendments.

12.1 The City may amend or supplement the provisions of Sections X or XI hereof by filing an executed copy of such amendment or supplement with the City Finance Director accompanied by an opinion of Bond Counsel to the effect that such amendment or supplement is required by, or better complies with, the provisions of Section 148 and applicable Regulations.

WITNESS our hands, on behalf of the City, officially as Mayor, City Finance Director and City Clerk of the City of Billings, Montana as of this 29th day of February, 2012.

CITY OF BILLINGS, MONTANA

Mayor

City Finance Director

City Clerk

Language for UCC Financing Statements

Schedule 1

SECURED PARTY: U.S. Bancorp Government Leasing and Finance, Inc.

DEBTOR: City of Billings, Montana

This financing statement covers all of Debtor's right, title and interest, whether now owned or hereafter acquired, in and to the equipment sold to Debtor under Property Schedule No. 4 dated February 29, 2012 to that certain Master Tax-Exempt Installment Purchase Agreement dated as of October 28, 2011, in each case between Debtor, as Purchaser, and Secured Party, as Seller, together with all accessions, substitutions and replacements thereto and therefor, and proceeds (cash and non-cash), including, without limitation, insurance proceeds, thereof, including without limiting, all equipment described on Exhibit A attached hereto and made a part hereof.

EXHIBIT A
Description of Property

35 In-car camera system
35 In-car wireless kits
35 Hi-Fi microphone
35 Warranties 2nd year
35 Warranties 3rd year
35 Warranties 4th year
25 Software protection
1 Evidence library software
25 Remote client license key
5 Additional software
1 Rack mount drive server
15 2TB hard drives, server class
1 Storage, JBOD enclosure
2 WiFi access point kit
1 4RE system setup, configuration, testing, and training
2 Access Point installations including cable runs
Shipping

Regular City Council Meeting

Meeting Date: 02/13/2012

TITLE: Letter of Support - Senator Cardin's Amendment to MAP-21

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

The current version of the Federal Transportation reauthorization bill is crafted to reduce federal spending on transportation projects over a two-year period. The bill, Moving Ahead for Progress in the 21st Century (MAP-21) is currently in the Senate Banking Committee. Among many changes that bill will produce, the non-motorized transportation project funding is one of the more significant. The proposed bill would affect non-motorized transportation funding in three ways:

1. Cause bicycle and pedestrian projects to compete with an increasing number of activities eligible for CMAQ funds. Bicycle and pedestrian facilities may pale in magnitude when compared with road projects, but are critical to citizens who are unable, cannot afford or choose not to drive an automobile. It is difficult for these facilities to compete for the same funds available to highway projects.
2. Allow states to "opt out" of bicycle and pedestrian safety funding. Decisions this important should involve local decisions makers in the transportation planning and development process.
3. Reduce the availability of funds for non-motorized transportation projects with the elimination of funding for Safe Routes to Schools and Recreational Trail Program. Without a dedicated funding source for construction of bicycle and pedestrian facilities, Billings would not enjoy the good system it has today, or the great system it could complete in the future.

An amendment to this bill, sponsored by Senator Bill Cardin (D-Md), would address those issues that would significantly impact Billings' non-motorized transportation system by restricting funding for these types of projects. Cardin's amendment would 1) eliminate eligibility of road projects from the same funding source available to bicycle and pedestrian project; 2) require states to suballocate funding to MPOs like Billings and to solicit applications from local governments for remaining funds; and 3) increase levels of funding for non-motorized transportation projects currently proposed under MAP-21.

Staff is requesting that the Council support Cardin's amendment and send Senators Baucus and Tester a letter requesting their support.

ALTERNATIVES ANALYZED

Council may choose to support Senator Cardin's amendment to MAP-21 and send letters to the U.S. Senators or not choose to support the amendment.

FINANCIAL IMPACT

There will be no financial impact to approving the letters to Senator's Baucus and Tester requesting support of Senator Cardin's amendment to MAP-21.

RECOMMENDATION

Staff recommends that Council approve the letters to Senators Baucus and Tester requesting support of Senator Cardin's amendment to MAP-21.

APPROVED BY CITY ADMINISTRATOR

Attachments

Baucus Letter

Tester Letter



CITY OF BILLINGS

THOMAS W. HANEL, MAYOR

P.O. BOX 1178
BILLINGS, MONTANA 59103
(406) 657-8296
FAX (406) 657-8390

February 13, 2012

The Honorable Senator Max Baucus
U. S. Senate 511 Hart Senate Office Building
Washington, D.C. 20510-0001

RE: MAP-21 – Support for Cardin Amendment

Dear Senator Baucus,

The City of Billings prides itself on improving the quality of life of its citizens by providing a variety of transportation choices for motorist and non-motorist alike. We are grateful for your efforts and support for **Moving Ahead for Progress in the 21st Century** (MAP-21) to ensure we can sustain our local transportation system. We are, however, concerned what the current version of the bill might mean for funding non-motorized transportation projects. The bill would affect this funding in three ways:

1. Cause bicycle and pedestrian projects to compete with an increasing number of activities eligible for CMAQ funds. Bicycle and pedestrian facilities may pale in magnitude when compared with road projects, but are critical to citizens who are unable, cannot afford or choose not to drive an automobile. It is difficult for these facilities to compete for the same funds available to highway projects.
2. Allow states to "opt out" of bicycle and pedestrian safety funding. Decisions this important should involve local decisions makers in the transportation planning and development process.
3. Reduce the availability of funds for non-motorized transportation projects with the elimination of funding for Safe Routes to Schools and Recreational Trail Program. Without a dedicated funding source for construction of bicycle and pedestrian facilities, Billings would not enjoy the good system it has today, or the great system it could complete in the future.

The City of Billings is requesting your support of Senator Ben Cardin's amendment to MAP-21 which would address our concerns. This amendment would : 1) eliminate eligibility of road projects from the same funding source available to bicycle and pedestrian project; 2) require states to suballocate funding to MPOs like Billings and to solicit applications from local governments for remaining funds; and 3) increase levels of funding for non-motorized transportation projects currently proposed under MAP-21.

The City, through the Billings Urban Area MPO, recently adopted the 2010 Billings Area Bicycle and Trail Master Plan that expresses our vision for a safe, well- connected system of off-street bicycle trails and on-street bicycle lanes. We have spent almost \$5,000,000 in transportation enhancement funds, supplemented with local contributions, over the last fifteen years creating



much of this system. It is our desire to continue providing the citizens of Billings safe, non-motorized transportation options by completing this system with the support of federal funds. We urge you to support the Cardin amendment to achieve this goal.

Sincerely,

Thomas W. Hanel
Mayor



CITY OF BILLINGS

THOMAS W. HANEL, MAYOR

P.O. BOX 1178
BILLINGS, MONTANA 59103
(406) 657-8296
FAX (406) 657-8390

February 13, 2012

The Honorable Senator Jon Tester
Hart Senate Office Building, Suite 724
Washington, D.C. 20510-0001

RE: MAP-21 – Support for Cardin Amendment

Dear Senator Tester,

The City of Billings prides itself on improving the quality of life of its citizens by providing a variety of transportation choices for motorist and non-motorist alike. We are grateful for your efforts and support for **Moving Ahead for Progress in the 21st Century** (MAP-21) to ensure we can sustain our local transportation system. We are, however, concerned what the current version of the bill might mean for funding non-motorized transportation projects. The bill would affect this funding in three ways:

1. Cause bicycle and pedestrian projects to compete with an increasing number of activities eligible for CMAQ funds. Bicycle and pedestrian facilities may pale in magnitude when compared with road projects, but are critical to citizens who are unable, cannot afford or choose not to drive an automobile. It is difficult for these facilities to compete for the same funds available to highway projects.
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3. Reduce the availability of funds for non-motorized transportation projects with the elimination of funding for Safe Routes to Schools and Recreational Trail Program. Without a dedicated funding source for construction of bicycle and pedestrian facilities, Billings would not enjoy the good system it has today, or the great system it could complete in the future.

The City of Billings is requesting your support of Senator Ben Cardin's amendment to MAP-21 which would address our concerns. This amendment would : 1) eliminate eligibility of road projects from the same funding source available to bicycle and pedestrian project; 2) require states to suballocate funding to MPOs like Billings and to solicit applications from local governments for remaining funds; and 3) increase levels of funding for non-motorized transportation projects currently proposed under MAP-21.

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*Billings Pride:
City-wide*

enhancement funds, supplemented with local contributions, over the last fifteen years creating much of this system. It is our desire to continue providing the citizens of Billings safe, non-motorized transportation options by completing this system with the support of federal funds. We urge you to support the Cardin amendment to achieve this goal.

Sincerely,

Thomas W. Hanel, Mayor
City of Billings, Montana

Regular City Council Meeting

Meeting Date: 02/13/2012

TITLE: Annexation #12-01: Acknowledge receipt of petition and set a public hearing date

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

Donald Lee has submitted a petition on behalf of owners BL Realty, Inc., the Estate of Richard E. Lee, the Estate of Donald R. Lee, and OE Lee and Company to annex land to the City of Billings under 7-2-4600 MCA. The subject property is composed of two parcels totaling 6.48 acres and located on Nall Avenue with frontage on South 27th Street. The property is addressed as 108 Nall Avenue. One of the parcels is currently undeveloped and the other has a single family home on it.

The property owner is requesting annexation in order to obtain City services for development of a warehouse facility. The property owner is working with The Boyer Company, the development firm hired by the Government Services Administration to provide a new office building and warehouse facility in Billings. The property is located within the five year annexation area of the City's Limits of Annexation Map and appears to meet many of the City's criteria in its Annexation Policy. A detailed review and analysis of the Annexation Policy criteria will be provided in the Council's public hearing memo. The City Council's policy is to consider annexations at two separate Council meetings. At the first meeting, the Council acknowledges receipt of a petition and sets a public hearing date. At the second meeting, the Council conducts the hearing and decides if it will annex the property.

ALTERNATIVES ANALYZED

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

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends that the City Council acknowledge receipt of the annexation petition and schedule a public hearing for February 27, 2012 to consider annexing this property.

APPROVED BY CITY ADMINISTRATOR

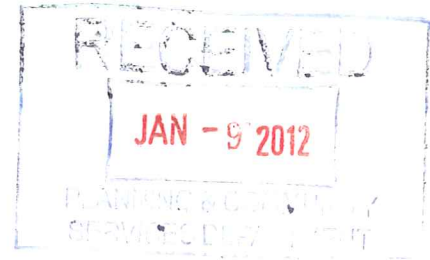
Attachments

Annexation Petition

Annexation Legal Description

Annexation Exhibit

PETITION FOR ANNEXATION TO THE CITY OF BILLINGS



NOTICE TO PETITIONER

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

INSTRUCTIONS

1. All items must be completed or provided. Please type or print. You may attach additional pages if more space is needed.
2. Prepare a map drawn to a scale adequate and legible to show the property requesting annexation and all other property within one-quarter (1/4) mile.

The map must show:

- a. The present and proposed boundaries of the municipality;
 - b. The present streets, major trunk water mains and sewer mains;
 - c. The zoning of the property requesting annexation and the property immediately adjacent to it.
3. The Petition should be submitted to the Planning Department, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., located on the 4th Floor of Parnly 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
11-3-11	B. L. Realty, Inc.	By: <i>Donald R. Lee</i>	POB 95, Blgs, MT 59103
11-3-11	Est. of Richard E. Lee	By: <i>Richard E. Lee</i>	POB 95, Blgs, MT 59103
11-3-11	Est. of Donald R. Lee	By: <i>Donald R. Lee</i>	POB 95, Blgs, MT 59103
11-3-11	OE Lee & Company	By: <i>Richard E. Lee</i>	POB 95, Blgs, MT 59103
		<i>Donald R. Lee</i>	

(continued on separate page)

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

[illegible]

ALL ITEMS BELOW SHALL BE COMPLETED BY STAFF

Date Submitted: 1/9/12

Received By: LAF

Petition Number: AN-01-12/#
Aug 12-14

Fee Paid: \$915.00 + \$45.00 Dep.
Sign

CI 1

ANNEXATION # 12-01

Legal Description of Property to be annexed

A tract of land situated in the NW1/4 of Section 11 T.1S., R.26E., P.M.M., Yellowstone County, Montana, more particularly described as:

Being Tract 2A of Certificate of Survey 1404 Amended, Recorded November 27, 1974, under Document No. 976470, Records of Yellowstone County; a fraction of southwest corner of Lot 4 and a portion of Lot 13 Clark Subdivision, Recorded April 10, 1909, under Document No. 15486, Records of Yellowstone County;

Beginning at the southwest corner of said Lot 13 of Clark Subdivision; thence in a northerly direction along the west lot line of said Lot 13 and along the west line of said Tract 2A Certificate of survey 1404 Amended to a point on the southwesterly right-of-way of South 27th Street; thence on a curve to the left in a southeasterly direction along the said southwest right-of-way to the intersection of the said southwest right-of-way and the projected east right-of-way of Nall Avenue; thence in a southerly direction along the said east right-of-way to a point 40.00 feet and perpendicular from the southeast corner of said Lot 13 of Clark Subdivision; thence in a westerly direction and crossing said Nall Avenue and along the south line of said Lot 13 of Clark Subdivision to the southwest corner of said Lot 13 of Clark Subdivision, said point being the Point of Beginning Including all adjacent right-of-way of Nall Avenue.

Containing 6.3 gross acres and 6.1 net acres more or less.

(# 12-01) See Exhibit "A" Attached

[illegible]

Regular City Council Meeting

Meeting Date: 02/13/2012

TITLE: Yellowstone Rim Runners Shamrock Run

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

A race route has been requested for the following event:

Who: Yellowstone Rim Runners

Event: 5K Shamrock Run and 1-Mile Kids' Race

Date and Time: Sunday, March 18th from 11:30 am - 2:00 pm

Where: 5K starting at 3rd Street West and Ave B, north to Parkhill, west on Parkhill, turning around at Parkhill and Nordbye, and running back the same route returning to Pioneer Park.

One-mile kids' race to follow 5K on sidewalks around Pioneer Park.

Recommended conditions of approval include Yellowstone Rim Runners:

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
5. Notify area residents and media two weeks in advance of the event

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 Yellowstone Rim Runners.

RECOMMENDATION

Staff recommends that Council approve the use of the residential streets and sidewalks listed above for the annual Yellowstone Rim Runners Shamrock Run Event.

APPROVED BY CITY ADMINISTRATOR

Attachments

Shamrock Run



City of Billings
RIGHT-OF-WAY ACTIVITY
PERMIT

Please check the type of activity you are applying for:

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

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

PERSON MAKING APPLICATION Bill Harrington

ORGANIZATION MAKING APPLICATION Yellowstone Rim Runners

PHONE 855-1069

ADDRESS 2721 Poly Billings MT 59102

EMAIL ADDRESS bharrington@bresnan.net

APPROXIMATE TIME EVENT WILL:

Assemble 11:30 Start 1:00 Disband 2:00

DATE OF EVENT Sunday March 18th 2012

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

Yellowstone Rim Runners annual Shamrock Run
ATTACHMENT

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

ATTACHMENT

BLOCK PARTY STREET LOCATION (IF APPLICABLE):

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

Insurance Certificate being E Mailed
To Suzan Wellbrook at Public Works.

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.

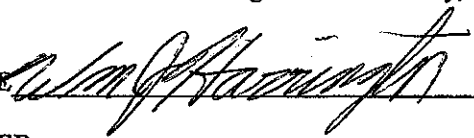
IF USING THE ESTABLISHED EVENT ROUTE, THE CITY WILL PROVIDE TWO POLICE OFFICERS WITH VEHICLES TO START THE EVENT, AND A STREET SWEEPER, IF NECESSARY, TO FOLLOW THE EVENT.

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 12-19-11

APPLICATION APPROVED _____ DATE _____

APPLICATION DENIED _____ DATE _____

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

FOR CITY USE ONLY

FEE: _____

APPLICANT NOTIFIED BY: _____

DATE: _____

COPIES TO:

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

Yellowstone Rim Runners

P.O. Box 2424

Billings MT 59103

January *2012*



Billings Parks, Recreation and Public Lands
390 North 23rd Street
Billings MT 59101

Dear Sir or Madam:

The Yellowstone Rim Runners are requesting a permit for the Shamrock Run which will be held on Sunday, March *18th*. The race will be a 5 kilometer (3.1 mile) race on 3rd Street West and Parkhill Drive.

The race route will be the same as last year. The start line for the race will be at 3rd Street West and Avenue B. Runners will head north on 3rd to Parkhill, then west on Parkhill to the turn around point near the intersection of Parkhill and Nordbye. Runners will then head back east on Parkhill and south on 3rd. Runners will enter Pioneer Park on the service road at the south edge of the park and finish inside the park.

Registration will be held at the Zimmerman Center in Pioneer Park from 11:30 to 12:30. Runners will begin to assemble at the start at about 12:30. The race will begin at 1:00 P.M. All runners will be off the street by 1:45 P.M.

Barricades will be placed at 3rd Street West and Grand Avenue, 3rd Street West and Parkhill, Virginia and Parkhill, and 13th Street West and Parkhill. Barricades will also be placed at intersections one block off of the race course, such as on 2nd Street West, Avenue F, and so forth. The barricades are between two and three feet wide, so intersections will not be completely blocked. Course guards will be stationed at most of the intersections along the race route. Course guards will allow traffic through intersections when there is a sufficient gap between runners to allow traffic to pass without endangering runners.

A 1 mile Kids' Race will be held on the sidewalks around Pioneer Park after the 5K is completed. Awards will be given at the Zimmerman Center after the race.

Please call me at 591-9598 if you have any questions. Thank you for your assistance.

Sincerely,

Dave A. Coppock
Dave Coppock
President

↑ → or Bill Harrington at 855-1069

SHAMROCK RUN

ROUTE

Not To Scale

5K



13th St. W

Nordbye

Barricade

5K turn

Barricade

Virginia Lane

Parkhill

Pioneer Park

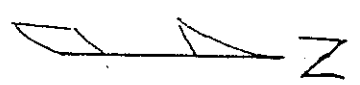
Finish

3rd St. W.

Start

Ave.

Ave.





CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 12/20/2011

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 TO ISSUE THIS CERTIFICATE, AND THE CERTIFICATE HOLDER. IF COVERAGE 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 STAR Insurance - Fort Wayne Office 2130 East DuPont Road Fort Wayne IN 46825	CONTACT NAME: Judy Weaver PHONE (A/C, No, Ext): (260) 467-5697 FAX (A/C, No): (260) 467-5691 E-MAIL ADDRESS: judy.weaver@starfinancial.com														
INSURED Road Runners Club of America/2012 & Its Member Clubs 1501 Lee Highway Suite 140 Arlington VA 22209	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: National Casualty Company</td> <td>11991</td> </tr> <tr> <td>INSURER B: Nationwide Life Insurance Co.</td> <td>66869</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Casualty Company	11991	INSURER B: Nationwide Life Insurance Co.	66869	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 2012 - \$2M A.I.** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR LTR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	KRO 0000002210900	12/31/2011	12/31/2012	EACH OCCURRENCE \$ 2,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	☐ CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person) \$ 5,000
	☒ Legal Liab. to Partic.					PERSONAL & ADV INJURY \$ 2,000,000
	\$2,000,000					GENERAL AGGREGATE \$ NONE
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	☒ POLICY ☐ PROJCT ☐ LOC		A&M Aggregate \$5,000,000			ABUSE & MOLESTATION \$ 500,000
A	AUTOMOBILE LIABILITY	X	KRO 0000002210900	12/31/2011	12/31/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ☒ SCHEDULED 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					WC STATUTORY LIMITS ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
B	EXCESS MEDICAL & ACCIDENT (\$250 DEDUCTIBLE/CLAIM)	X	SPX 0000025293800	12/31/2011	12/31/2012	EXCESS MEDICAL \$ 10,000
						AD & SPECIFIC LOSS \$ 2,500

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

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. **DATE OF EVENT:** 03/13/11 **Shamrock Run 5K** **INSURED CLUB:** Yellowstone Rim Runners, **attn:** Bill Harrington; P.O. Box 2424, Billings, MT 59103

CERTIFICATE HOLDER
CANCELLATION

03/13/11 City of Billings 2224 Montana Avenue Billings, MT 59101	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE John Lefever/JWE

Regular City Council Meeting

Meeting Date: 02/13/2012

TITLE: Elephants on Broadway

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

A street closure has been requested for the following event:

Who: Al Bedoo Shrine

Event: Elephants on Broadway

Date and Time: Tuesday, March 27, 2012, from 4:00 pm to 8:00 pm

Where: Under Skypoint between the 2700 and 2800 blocks of 2nd Avenue North and the 100 and 200 blocks of North 28th Street

Recommended conditions of approval include Shrine Circus:

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 minimum ten foot wide unobstructed lane along all closed streets to provide access for emergency vehicles
4. Contact all businesses/residents affected and make them aware of the event
5. Clean the area to be used after the event and provide and empty waste cans

ALTERNATIVES ANALYZED

The Council may:

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

FINANCIAL IMPACT

Administrative time to process the permit is offset by the application fee. Any police assistance, traffic control, and litter removal are the responsibility of the Al Bedoo Shrine.

RECOMMENDATION

Staff recommends that Council approve the street closure named above for the annual Al Bedoo Shrine Circus event.

APPROVED BY CITY ADMINISTRATOR

Attachments

Elephants on Broadway



City of Billings
RIGHT - OF - WAY ACTIVITY
PERMIT

Please check the type of activity you are applying for:

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

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

PERSON MAKING APPLICATION

Tim Goodridge

ORGANIZATION MAKING APPLICATION

Al Bredoo Shrine

ADDRESS 1125 Broadway City Billings

State MT Zip 59102

EMAIL ADDRESS

albedoo@mcn.net

APPROXIMATE TIME EVENT WILL:

Assemble 4pm Start 5pm Disband 8pm

DATE OF EVENT March 27, 2012

PURPOSE OF EVENT: (Description and detail of plans)

Elephants on Broadway.

Elephants, Acrobats & Clowns from the Shrine Circus assemble under Sky point to welcome the annual circus to town.

EVENT ROUTE DESIRED (IF APPLICABLE) - Please attach map

Under sky point

BLOCK PARTY STREET LOCATION (IF APPLICABLE)

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

Shrines will clean up.

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

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

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

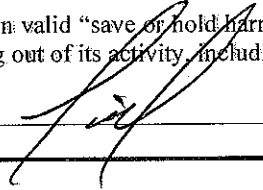
IF USING THE ESTABLISHED EVEN ROUTE (PARADE), THE CITY WILL PROVIDE TWO POLICE OFFICERS WITH VEHICLES TO START THE EVENT, AND A STREET SWEEPER (IF NECESSARY AND WEATHER PERMITTING) TO FOLLOW THE EVENT.

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

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

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

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

APPLICANT SIGNATURE  DATE 1/9/12

APPLICANT APPROVED _____ DATE _____

APPLICANT DENIED _____ DATE _____

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

FOR CITY USE ONLY

FEE: \$100

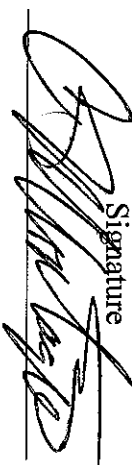
APPLICANT NOTIFIED BY: _____

DATE: _____

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

The Billings Al Bedoo Shrine welcomes the 61st annual Shrine Circus to town on March 27 with "Elephants on Broadway".
On Tuesday March 27, 2012 Elephants, Clowns, Bands and other Circus performers will be under Skypoint to meet and greet the folks of Billings in the traditional circus arrival from years gone by. Area merchants are encouraged to participate in the circus theme to make the day fun and memorable

I support the closure of 2700 & 2800 blocks of 2nd Ave. North and the 100 & 200 blocks of 28th St. North on March 27th, 2011 from 5pm-9pm for "Elephants on Broadway".

Address	Property Owner	Business Name	Signature
2810 2nd Ave N	Montgomery's	Montgomery's	
124 N Broadway	Joe's Cakes & Creamery	Rock Creek Coffee	Samson
208 N Broadway	DA Davidson	DA Davidson	Shirley Davidson
216 N Broadway	Tast of India		
235 N Broadway	Fairie Blossom Frave Divers Lumen FX	Fairie Blossom	Dehl Tawler
219 N Broadway		Lumen FX	FX
217 N Broadway	Amgfinlon	Blossom	Shirley Davidson
213 N Broadway	Barb Wagner	Edward Jones	Barb Wagner
201 N Broadway	Valley Credit Union	sun	Barb Wagner
285 2nd N.	Downtown	Downtown Billings	Barb Wagner

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I support the closure of 2700 & 2800 blocks of 2nd Ave. North and the 100 & 200 blocks of 28th St. North on March 27th, 2011 from 5pm-9pm for "Elephants on Broadway".

Address	Property Owner	Business Name	Signature
~~201 N Broadway~~	~~Garth Beetham~~	~~Richard Capital~~	~~Sherry~~
2712 Second Ave	Gene Rodman	Paul's Edibles	Sarah Fenn
2710 2 nd Ave	Jim Rodman	Paul's Edibles	John D.
119 Broadway	Coco / Stephen Metzger	Bin 119	Ann D'S
115 N. Broadway	Foster / Mathew	MT Bower	Mr Malheur
2808 2 nd Ave N	Babcock LLC	Babcock	Mike Malheur
113 N Broadway	~~Garth~~ Grams	MBC HFC	Mike
105 N. Broadway	Ernst H. Stadel.	AD Archive Group	James
101 N. Broadway	Larry Davidson	Crystal Lounge	Ann
2813 W 2 nd Ave N	Jeffery	Hippie Lounge	Jeffery

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I support the closure of 2700 & 2800 blocks of 2nd Ave. North and the 100 & 200 blocks of 28th St. North on March 27th, 2011 from 5pm-9pm for "Elephants on Broadway".

Address	Property Owner	Business Name	Signature
106 N Broadway	Mike Smith	The Soup Place	Robert Johnson
108 N. Broadway	Michael Young MSUB	In Step	Michael Young
112 N Broadway	Robert West	MSUB	Robert West
116 N Broadway	Steve	Z Pizza	Steve
118 N Broadway	Victoria Farnell	Billings Gallery	Victoria Farnell
122 N Broadway	Jeff Yeley	Jimmy Johns	Jeff Yeley
2814 Broadway		Pellega	Country Owners
2814 2nd Ave N	Joanne Long	Cricket Clothing	Joanne Long
2819 2nd Ave N	Mike Blake	Diamonds	
2817 2nd Ave N	Johnna Sanders	CS Peasley Room	Johnna Sanders

ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

1-5-12

PRODUCER

Doug Irion Insurance
P.O. Box 50965
Billings, MT 59105

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

COMPANIES AFFORDING COVERAGE

COMPANY
LETTER A

Praetorian Insurance

COMPANY
LETTER BCOMPANY
LETTER CCOMPANY
LETTER DCOMPANY
LETTER E

INSURED

Al Bedoo Shrine Temple, A.A.O.N.M.S
Its Clubs and Units
1125 Broadwater Avenue
Billings, MT 59102

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	H981000342-04	5/01/11	5/01/12	GENERAL AGGREGATE \$ 5,000,000
	☒ COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG. \$ 2,000,000
	☐ CLAIMS MADE ☒ OCCUR				PERSONAL & ADV. INJURY \$ 1,000,000
	☐ OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 100,000
					MED. EXPENSE (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY	H982000288-04	5/01/11	5/01/12	COMBINED SINGLE LIMIT \$ 1,000,000
	☒ ANY AUTO				BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE \$
	☐ HIRED AUTOS				
A	EXCESS LIABILITY	H983000122-04	5/01/11	5/01/12	EACH OCCURRENCE \$ 1,000,000
	☒ UMBRELLA FORM				AGGREGATE \$ 1,000,000
	☐ OTHER THAN UMBRELLA FORM				
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS
					EACH ACCIDENT \$
					DISEASE-POLICY LIMIT \$
					DISEASE-EACH EMPLOYEE \$
A	OTHER Liquor Liability	H981000342-04	5/01/11	5/01/12	1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

City as Additional Insured - Elephants on Parade

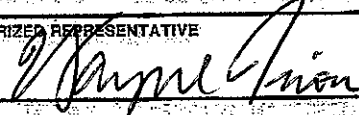
CERTIFICATE HOLDER

City of Billings
Box 1178
Billings, MT 59103

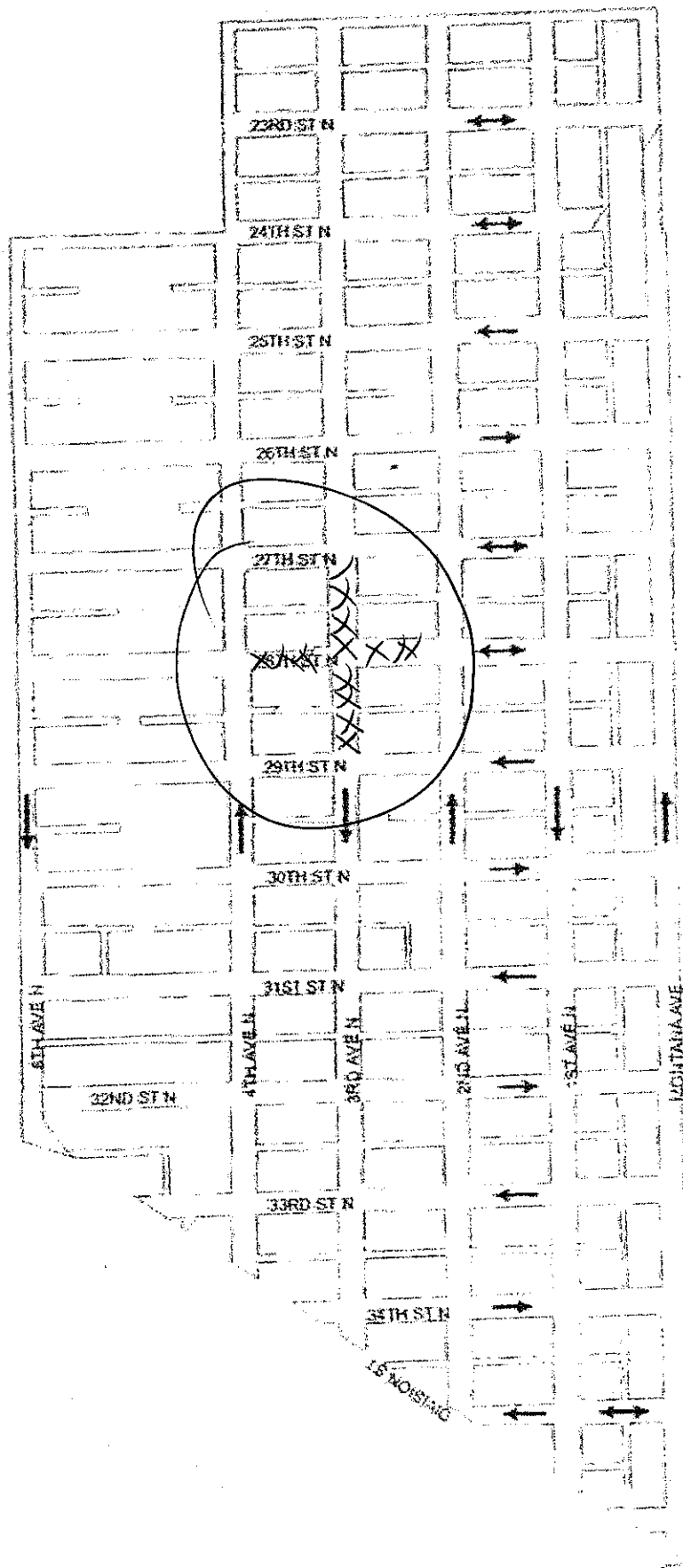
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



Downtown Billings Street Direction Map



Regular City Council Meeting

Meeting Date: 02/13/2012

TITLE: Magic City Blues Street Closure Time Correction

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

A street closure for the Magic City Blues Festival was approved at the January 23rd council meeting; however, a discrepancy in the closing time has been discovered. Council approved the street closure for 9:00 am Friday, August 10th, to 1:00 am Sunday, August 12th. The correct closing time should be 1:00 pm on Sunday, August 12th, and not 1:00 am.

ALTERNATIVES ANALYZED

The Council may:

- Approve the closing time change from 1 am to 1 pm on Sunday, August 12; or
- Deny the time change

FINANCIAL IMPACT

None

RECOMMENDATION

Staff recommends that Council approve the closing time change on the closure.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 02/13/2012

TITLE: Grant Application - STOP Violence Against Women Act - RFP #12-01-W

PRESENTED BY: Rich St. John

Department: Police

Information

PROBLEM/ISSUE STATEMENT

An RFP from the Montana Board of Crime Control was posted in late December, 2011. The Police Department would like to pursue this subgrant for Domestic Violence training and continuation of the "Domestic Violence Investigator" program for the 11th year. The proposed amount for this grant totals \$83,411.00. The application is due by February 17, 2012. Staff is asking Council's approval to submit the application and finalize the grant.

ALTERNATIVES ANALYZED

The City Council may:

- Approve application submittal and finalization of STOP Violence Against Women Act; or
- Do not approve application submittal and finalization of STOP Violence Against Women Act, which would reduce the enhancement of the Domestic Violence Investigator Program due to lack of funds for manpower.

FINANCIAL IMPACT

This grant requires a 25% match of hard and/or soft funds. The City of Billings will contribute approximately \$64,436.00, which includes a hard match of \$828.00 and a soft match of \$63,608.00. The hard match will be included in the FY 13 Training budget and consists of the BPD paying \$528.00 for travel per diem and \$300 for refreshments for training. The soft match includes One (1) full time Domestic Violence officer, case management and supervisor of the grant; telephone cost, office space for the DV Investigator at the Crime Prevention Center; and use of the Police training facility at PD1 for Blue Print to Safety two (2) day training.

BACKGROUND

Through the cooperative efforts of the Police Department and the City Attorney's office, a significant need for more intensive investigation was identified in domestic violence cases. In 2005, the scope of the grant changed from focusing solely on training, to include funds to pay for follow-up investigation of domestic violence cases being prosecuted through the City Attorney's Office. That change allowed the city prosecutors to have Billings Police Department Officers available specifically for domestic violence follow-up investigation and case management that was previously unavailable due to manpower restrictions.

Grant money is requested to pay officers to work domestic violence assistant investigations, warrant round-ups and serving Temporary Restraining Orders (TRO). Funds may also be used to pay for over time for the Domestic Violence Officer for educational training and community assistance.

For the past ten years the Billings Police Department's Training Division has received a Domestic Violence grant through the Board of Crime Control. For the past six years this grant has included funds to pay Domestic Violence Investigators. The grant was used to supplement investigations involving partner/family member assault, sexual assault, stalking, serving warrants and orders of protection on these incidents. Officers were brought in on overtime to provide these additional services and paid with the grant funding. The grant was also used to provide additional training to officers on domestic violence issues. This is the first year the BPD will offer a full time equivalent (FTE) Domestic Violence Officer to work this program. This officer's salary is included in the soft match provided by the City of Billings.

The work load in domestic violence cases has increased every year. That requires stability and that more work hours be committed to the program. In 2012 there were adjustments to the organizational structure of the Billings Police Department. The Domestic Violence Investigator was added as a new full time position. The position did not add to the department's authorized numbers but was a restructuring of officers. Two traffic positions were eliminated from a total of four and they were replaced by a Domestic Violence Investigator position and a Prescription Drug Officer with the Drug Enforcement Administration.

The Domestic Violence Investigator position is fully funded by the Billings Police budget through the reallocation of personnel. The grant application still involves training officers in domestic violence issues. The grant application also includes money to pay additional officers to serve warrants, orders of protection and review jail phone calls to assist the Domestic Violence Investigator position.

RECOMMENDATION

Staff recommends that the City Council approve applying for the STOP Violence Against Women Act grant and when notified of its acceptance, City staff be authorized to finalize the grant.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 02/13/2012

TITLE: Application Submittal for an AmeriCorps*VISTA Project, Fourth Year

PRESENTED BY: Candi Beaudry, Planning Director

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The Community Development Division has been approached by the Corporation for National and Community Service regarding sponsoring the fourth year of a VISTA project to build capacity in Billings to impact poverty and homelessness. The project is funded on a year-to-year basis, but is expected to cover a three to five year period. The application submission deadline is in April. The Council's approval will give staff the guidance it needs to complete and submit the application and to negotiate the final details of the grant.

ALTERNATIVES ANALYZED

1) Submit an application for the AmeriCorps*VISTA Project; 2) Not submit an application for the AmeriCorps*VISTA Project. Local non-profit organizations would not be able to access much needed capacity-building administrative support to impact poverty. In addition, VISTA members would not have an opportunity to generate cash and in-kind resources. Total VISTA financial impact in Billings exceeds \$2 million to date.

FINANCIAL IMPACT

The City is not required to commit funding to the project and may receive approximately \$15,000-\$20,000 this year to support project coordination and administration cost. While the City has not been required to financially commit additional funding to the project for the first two years, allocating funding toward "cost share" may allow the City to gain one additional member placement in Billings. Approximately \$13,000 is currently available in a Community Development Block Grant professional services account to support the VISTA project. Funding remaining in this line item would meet the \$5,000 minimum cost share for one additional position. Ten VISTA placements and administrative support are being requested (\$320,000) through this application. City match offered in the application includes \$3,500 in in-kind office space and equipment per volunteer. Additional CDBG funding for administrative costs may be allocated through the FY12-13 budget process.

BACKGROUND

The Community Development Division was approached by the Corporation for National and Community Service regarding sponsoring the fourth year of a VISTA project to build capacity in Billings to impact poverty and homelessness. The project is funded on a year-to-year basis, but is expected to cover a three to five year period. The local submission deadline for the application is in April. The Billings Metro VISTA Project would place AmeriCorps*VISTA members in Billings to reduce of risk of homelessness and create the tools people in poverty need to build sustainable futures.

The project aligns with goals of the Mayor's Committee on Homelessness's ten-year plan to impact homelessness, Welcome Home Billings. The Billings project would compliment four other projects throughout the state: MT Legal Services Association; Department of Public Health and Human Services - Prevention Resource Center; Richland County Health Department - Communities in Action; and University of MT - MT Campus Compact. The goal of all of these projects is to address poverty-related issues of hunger, housing and mentoring and each one expects to make an important impact in efforts to end poverty in the state of Montana.

Staff would like to prepare an application for Vista members who may be placed at one of several community service agencies and at varying times throughout the year, based on availability. Member opportunities may be available in June for Summer Associates (ten week placements) or for July and January (one-year placements). The number of available member positions has decreased across the nation. Therefore, the City may only be allocated a few members directly and additional members if positions are coordinated through another state project.

Occasionally, the Corporation for National and Community Services has additional "cost share" positions available. One additional VISTA member position may be available for placement in Billings if a "cost share" requirement is met. This amount is estimated at \$5,000 to \$11,000, depending on available funding. City Council approval for the application would allow the Community Development Division to assist in application preparation and administration of activities on behalf of several community agencies, including The HUB, United Way, Family Service, Inc., the Billings Area Resource Network, Volunteers of America, Salvation Army, and Tumbleweed Runaway Program. The Corporation for National and Community Services recommends the City require organizations seeking VISTA members contribute to the overall administration costs; \$2,500 for a first year placement, \$4,000 for a second year placement and \$6,500 for a third year placement. This funding would help support a cost share position, coordination services, expenses to attend mandatory trainings and overall administration for the project. Each VISTA member's value has been estimated at \$30,000 for a year of service.

RECOMMENDATION

Staff recommends that Council authorize submission of an application for an AmeriCorps*VISTA Project and authorize City staff to negotiate and finalize the project if awarded.

APPROVED BY CITY ADMINISTRATOR

Attachments

VISTA Accomplishments



COMMUNITY DEVELOPMENT DIVISION

510 NORTH BROADWAY, 4TH FLOOR, PO Box 1178
BILLINGS, MONTANA 59103



BILLINGS METRO VISTA PROJECT

CUMULATIVE OUTCOMES - JANUARY 2012

The City of Billings - Community Development Division began working with the AmeriCorps*VISTA program in 2007 specifically to assist with the development and implementation of *Welcome Home Billings*, the City's ten-year plan to impact homelessness. The City's efforts generated AmeriCorps*VISTA project designation, thus the Billings Metro VISTA Project (MVP) officially began in July 2009.

Since 2007, **31 VISTA members** have served on the MVP specifically for the homeless initiatives! These members have generated the following outcomes:

- **\$921,002 in financial resources** were generated (cash and in-kind) to combat poverty and homelessness, in addition to **\$462,964 in resources** specific to Project Homeless Connect, **totaling \$1,383,966!**
- Cash grants to the City of Billings for administrative costs total **\$73,226!**
- Value of member services (approximately \$30,000 / full time member) total **\$610,385!**
- Total project impact to Billings is **\$2,067,577!**
- **98 capacity-building efforts** were implemented within non-profit organizations and / or the City of Billings to support efforts to impact homelessness.
- **4,603 new clients** were provided with services designed to impact poverty and eliminate homelessness.
- **38 new services** for the homeless were developed or improved.
- A total of **1,495 new community volunteers** were recruited and trained in homeless impact initiatives.
- **31 community assessments** were completed to better identify issues impacting homelessness.
- A total of **99 community groups and / or boards** were developed and / or supported during these initiatives!
- **58 strategic plans** impacting homelessness / poverty were implemented!
- **36 homeless families** were housed during FY2010-2011.
- **Host Sites have included:**
 - Downtown Billings Association
 - Family Support Network
 - The Salvation Army
 - United Way
 - Second Chance Homes
 - Mental Health Center - The HUB
 - Montana Rescue Mission
 - Billings School Advisory Council
 - Tumbleweed Runaway Program, Inc.
 - HRDC District 7
 - Housing Authority of Billings

Should you have questions regarding this information, homeless initiatives or the Billings Metro VISTA Project, please contact Brenda Beckett at 406.657.8286 or via email at beckettb@ci.billings.mt.us, or visit our websites:

- www.ci.billings.mt.us/homeless
- www.ci.billings.mt.us/vista

Regular City Council Meeting

Meeting Date: 02/13/2012

TITLE: W.O. 10-27 Central Avenue Sidewalks Resolution of Intent to Create

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

W.O. 10-27 is a CTEP sidewalk project on the north side of Central Avenue from 29th St W to 32nd St W. The improvements include installation of curb/gutter, sidewalk, drive approaches, and street widening. This project will include assessments to property owners for curb/gutter, sidewalk, drive approaches, and driveway improvements for lots which do not already have those improvements. Properties will be assessed 50% of the cost of a 5 foot sidewalk and 100% of their drive approaches, curb/gutter, and driveway work. CTEP funds will be used toward the remaining cost of the sidewalk, corners, and other miscellaneous items. In order to construct these improvements, Council must pass a Resolution of Intent and set a Public Hearing for the project to allow for property owner assessments.

ALTERNATIVES ANALYZED

The Council may:

- Pass the Resolution of Intent and establish a Public Hearing; or
- Do not pass the Resolution of Intent and establish a Public Hearing. If the Resolution of Intent is not passed, property owners cannot be assessed and the CTEP funding is inadequate to complete the project.

FINANCIAL IMPACT

The proposed project is funded through CTEP, Gas Tax, and direct property assessments for an estimated total project cost of \$360,000 as follows:

Estimated Assessed Costs	\$ 38,000
Estimated CTEP/Gas Tax	\$ 322,000

RECOMMENDATION

Staff recommends that Council approve this Resolution of Intent for W.O. 10-27 and set a public hearing for the March 12th Council meeting.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution of Intent

Exhibit A

Exhibit B

RESOLUTION NO. 12-_____

A RESOLUTION RELATING TO W.O. 10-27, CENTRAL AVENUE SIDEWALKS; DECLARING IT TO BE THE INTENTION OF THE CITY COUNCIL TO ORDER IN THE PROGRAM FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SIDEWALK, CURB AND GUTTER IMPROVEMENT BONDS SECURED BY THE CITY'S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND.

WHEREAS, the city is granted the power pursuant to M.C.A. 7-14-4109 to order certain improvements without creation of a special improvement district and certain sections of curb and gutter, sidewalks, drive approaches, alley approaches and/or appurtenant features have deteriorated, settled and cracked, or none exist, or some of the foregoing do not exist; and

WHEREAS, the safety and convenience of the public require installation, construction, reconstruction, repair or replacement of curbs and gutters, sidewalks, drive approaches, alley approaches, and/or appurtenant features or combinations thereof; and

WHEREAS, said improvements should be ordered as provided by law.

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

1. INTENTION TO ORDER IN. It is the intention of the Council to order the installation, construction, reconstruction, or replacements of certain curbs, gutters, sidewalks, drive approaches, alley approaches and appurtenant improvements in certain locations, which improvements and locations are more fully described in Exhibits "A" and "B" attached hereto.
2. AFFECTED PROPERTIES. All properties, which will be required to pay any portion of the costs of the improvements identified herein, are listed and the owners of those properties are identified on Exhibit "B" attached hereto.
3. ESTIMATED COSTS. The estimated assessed costs of the proposed improvements, including construction costs, incidental expenses, engineering fees, legal fees, administrative fees and bond issuance costs, but exclusive of interest charges, will be \$38,000 as described below:

Construction Costs	\$26,711.65
Design and Construction Administration	\$5,342.34
Engineering & Administration (6%)	\$2,280.00
Revolving Fund (5%)	\$1,900.00
Bond Discount (2%)	\$760.00
Issuance Costs (3.0%)	\$1,140.00
Bank Fees	\$100.00
Roundoff	\$(233.99)

Total Assessed Costs	\$38,000.00

Estimated unit costs for construction only, not including engineering, legal, administrative, and bond costs as follows:

<u>New Construction:</u>	
Concrete Sidewalk	\$ 4.75/SF
Curb and Gutter	\$12.00/LF
New Drive Approach	\$ 5.50/SF

The actual cost to be assessed against any benefited property will be determined by the actual amount of work done adjacent to the property.

4. ASSESSMENT OF COSTS. All costs of constructing the curbs, gutters, sidewalks, and drive approaches, including engineering, administrative and bond costs, will be assessed against the properties which are adjacent to the improvements installed. As shown on Exhibit "B", assessments will be levied against 8 separate lots, parcels, or tracts.

The costs for each property will vary depending upon the actual construction that is required adjacent to each property. The average total assessment, including engineering, administrative, and bond costs is estimated to be \$4,750, with a high of \$12,519, low of \$3,130, and a median of \$3,468.

5. PERIOD OF ASSESSMENT. The assessments for all improvements and costs shall be paid in not more than twelve (12) annual installments, plus interest, provided however, that payment of one-half of each annual installment, plus interest, may be deferred to May 31 of the year following the assessment.
6. PROPERTY OWNER OPTION TO CONSTRUCT IMPROVEMENTS. In the event that the City Council orders in the above-described improvements following the public hearing, then the owners of all properties to be assessed for the costs of said improvements will be notified of such action in writing. Said owners will have thirty (30) days from the date of said notice in which to install the required improvements at their own expense. In the event the owners do not install these improvements, the City will do so and will assess the costs against the benefited properties as described herein.
7. METHOD OF FINANCING; PLEDGE OF REVOLVING FUND; FINDINGS AND DETERMINATIONS.

The City will issue **Sidewalk, Curb, and Gutter Improvement Bonds** in an aggregate principal amount not to exceed \$38,000 in order to finance the costs of the Improvements. Principal of and interest on the Bonds will be paid from special assessments levied against the property in the Project. This Council further finds it is in the public interest, and in the best interest of the City and the Project, to secure

payment of principal of and interest on the Bonds by the Revolving Fund and hereby authorizes the City to enter into the undertakings and agreements authorized in Section 7-12-4225 in respect to the Bonds.

In determining to authorize such undertakings and agreements, this Council has taken into consideration the following factors:

- (a) Estimated Market Value of Parcels. The estimated total market value of the lots, parcels, or tracts in the Project, as of the date of adoption of this resolution, as estimated by the County Assessor, is \$573,959. The average market value is \$71,745 with a high of \$165,782 and a low of \$25,565 and median value of \$71,991. The special assessments to be levied against each lot, parcel, or tract are less than the increase in the estimated market value of the properties as a result of the construction of the improvements.
- (b) Diversity of Property Ownership. For the 8 Tax codes in this project, there are 4 separate owners. Gerald Neumann owns (5) lots. It is unlikely that financial difficulties would arise that would require a loan to be made from the Revolving Fund.
- (c) Comparison of Special Assessments, Property Taxes and Market Value. Currently, no parcels have an SID levied against them.

As noted in Section 4, the estimated average assessment levied by this project will be \$4,750. With an average market value of \$71,745, and an average yearly principal payment of \$395.83(monthly principal of \$32.99) assuming 6% interest rate, the amount of assessment versus the value of the property would appear acceptable. As such, no unusual need for loans from the Revolving Fund would be expected. Further information comparing the total cost (estimate) to the market value for each parcel is listed in Exhibit "B".

- (d) Delinquencies. For tax year 2010, Zero (0) parcels were delinquent. This rate is above the average city collection rate of 95%.

Therefore, given the delinquency history of this Project area, no unusual need for loans from the Revolving Fund would be expected.

- (e) The Public Benefit of the Improvements. Current City Subdivision and Site Development Ordinances, and under City Council policies, the cost of installation of new curb, gutter, sidewalk, and drive approaches is to be borne by the adjoining property owners.

Some of the parcels have been involved in recent construction or subdivision activity. Some of these parcels have undergone recent site developments, both residential and commercial, in which a permit was taken out, but the improvements were not constructed, or the developer has requested that the

improvements be included and constructed under the proposed project. Developers generally make a request to be included in the proposed project to take advantage of the financing opportunity of the 12-year assessment. Some of these parcels are lots included in recently approved subdivisions. The improvements were required as part of the Subdivision Improvements Agreements, but were not installed by the subdivider/developer.

The remaining parcels represent a continuation of an annual improvement project for repairs of tripping hazards, deteriorated sidewalks, drainage problems, property owner requests and citizen complaints.

The project improvements are located in various Task Force areas, both commercial and residential, throughout the City.

8. REIMBURSEMENT EXPENDITURES.

- (a) Regulations. The United States Department of Treasury has promulgated final regulations governing the use of proceeds of tax-exempt bonds, all or a portion of which are to be used to reimburse the City for project expenditures paid by the City prior to the date of issuance of such bonds. Those regulations (Treasury Regulations, Section 1.150-2) (the “Regulations”) require that the City adopt a statement of official intent to reimburse an original expenditure not later than 60 days after payment of the original expenditure. The Regulations also generally require that the bonds be issued and the reimbursement allocation made from the proceeds of the bonds within 18 months (or three years, if the reimbursement bond issue qualifies for the “small issuer” exception from the arbitrage rebate requirement) after the later of (i) the date the expenditure is paid or (ii) the date the project is placed in service or abandoned, but (unless the issue qualifies for the “small issuer” exception from the arbitrage rebate requirement) in no event more than three years after the date the expenditure is paid. The Regulations generally permit reimbursement of capital expenditures and costs of issuance of the bonds.
- (b) Prior Expenditures. Other than (i) expenditures to be paid or reimbursed from sources other than the Bonds, (ii) expenditures permitted to be reimbursed under the transitional provision contained in Section 1.150-2(j)(2) of the Regulations, (iii) expenditures constituting preliminary expenditures within the meaning of Section 1.150-2(f)(2) of the Regulations, or (iv) expenditures in a “de minimus” amount (as defined in Section 1.150-2(f)(1) of the Regulations), no expenditures for the Improvements have been paid by the City before the date 60 days before the date of adoption of this resolution.
- (c) Declaration of Intent. The City reasonably expects to reimburse the expenditures made for costs of the Improvements out of the proceeds of

Bonds in an estimated maximum aggregate principal amount of \$38,000 after the date of payment of all or a portion of the costs of the Improvements. All reimbursed expenditures shall be capital expenditures, a cost of issuance of the Bonds or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Regulations.

(d) Budgetary Matters. As of the date hereof, there are no City funds reserved, allocated on a long-term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long-term basis or otherwise set aside) to provide permanent financing for the expenditures related to the Improvements, other than pursuant to the issuance of the Bonds. The statement of intent contained in this resolution, therefore, is determined to be consistent with the City's budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof.

(e) Reimbursement Allocations. The City's financial officer shall be responsible for making the "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the Bonds to reimburse the source of temporary financing used by the City to make prior payment of the costs of the Improvements. Each allocation shall be evidenced by an entry on the official books and records of the City maintained for the Bonds or the Improvements and shall specifically identify the actual original expenditure being reimbursed.

9. PUBLIC HEARING. On Monday, March 12, 2012, at 6:30 p.m., in the Council Chambers located on the Second Floor of the Police Facility, 220 North 27th Street, Billings, MT, the City Council will conduct a public hearing concerning this project and all interested parties will be allowed to testify. The City Council will also consider all written comments submitted to the City Clerk prior to the hearing or submitted to the Council during the hearing.

10. NOTICE OF PASSAGE OF RESOLUTION OF INTENTION. The City Clerk is hereby authorized and directed to publish or cause to be published a copy of a Notice of the passage of this Resolution in the BILLINGS TIMES, a newspaper of general circulation in the county on February 23 and March 01, 2012, in the form and manner prescribed by law, and to mail or cause to be mailed, a copy of said Notice to every person, firm corporation, or the agent of such person, firm, or corporation having real property within the District listed in his or her name upon the last completed assessment roll for state, county and school district taxes, at his last-known address, on or before the same day such notice is published.

PASSED by the City Council and APPROVED this 13th day of February, 2012.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel MAYOR

ATTEST:

Cari Martin CITY CLERK

Exhibit A

Location of Work

W.O. 10-27 Central Sidewalks

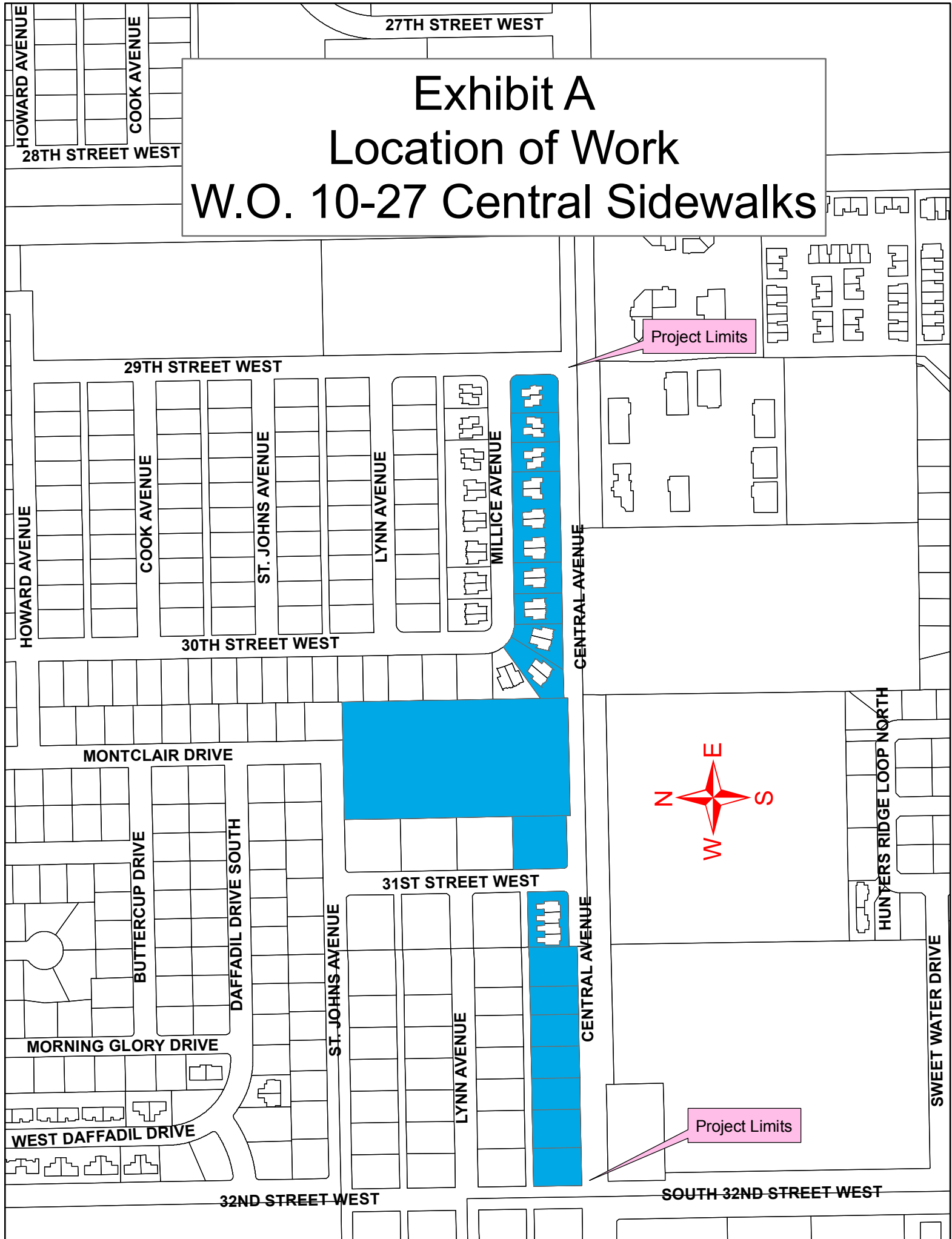


Exhibit B

WO 10-27 CENTRAL AVENUE SIDEWALKS

Tax Code	SID #	SID Pay-off (A)	Delinquent (B)	WO 10-27- Assessment (C)	A + B + C	Market Value
C01861				\$4,138.54	\$4,138.54	\$29,231.00
C01861A				\$3,610.42	\$3,610.42	\$89,856.00
C01862				\$3,325.19	\$3,325.19	\$61,514.00
C01863				\$3,325.19	\$3,325.19	\$25,565.00
C01863A				\$3,325.19	\$3,325.19	\$25,568.00
C01864				\$4,626.32	\$4,626.32	\$82,467.00
C01864A				\$3,129.82	\$3,129.82	\$93,976.00
D00315				\$12,519.31	\$12,519.31	\$165,782.00

Regular City Council Meeting

Meeting Date: 02/13/2012

TITLE: South Billings Master Plan Resolution of Intent and Setting Public Hearing Date

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

In 2008, the City Council created the South Billings Boulevard Urban Renewal District (SBBURD) to address infrastructure deficiencies in this area and to facilitate the development of the Miller Crossing subdivision located on King Avenue East, near South Billings Boulevard. The South Billings Boulevard Urban Renewal Association (SBBURA) was incorporated as a nonprofit member organization in 2009 to represent the property owners in the district and also be the recommending body to the City Council for the expenditure of TIF funds. The SBBURA, City Planning Division and members of the community recognized the need for a more in depth planning effort to complement the SBBURD Plan that created the district. This comprehensive master plan has been developed to provide an in depth look at the district and set the community vision and goals.

The Planning Board conducted a public hearing on December 13th, 2012, and is forwarding a recommendation to the City Council to adopt the South Billings Master Plan. The Council heard a presentation on the South Billings Master Plan at its February 6, 2012, Work Session. At this meeting, the council will consider a Resolution of Intent to Adopt the South Billings Master Plan and set a date for a public hearing to receive comments on the Master Plan. The public hearing will be scheduled for the Council meeting on February 27, 2012.

ALTERNATIVES ANALYZED

The City Council may choose to:

- Approve the Resolution of Intent to adopt the plan and set a public hearing date of February 27th
- Not Approve the Resolution of Intent to adopt the plan and provide direction to staff on moving forward with adoption
- Modify the Resolution of Intent, changing the adoption schedule and the date of the public hearing

FINANCIAL IMPACT

This master plan is a guiding document that is an amendment to the 2008 Growth Policy. As such, there is no immediate financial impact as a result of the adoption of this plan. The plan does contain priorities in how the tax increment dollars generated in the SBBURD could be used. The City Council has final expenditure authority for all TIF funded projects.

BACKGROUND

Over the course of the past year, a consultant team made up of AECOM, ECONorthwest, Sanderson Stewart, David Groshens Consulting, and Jim Collins Architectural Illustration Services guided this master planning effort. The team worked with the South Billings Boulevard Urban Renewal Association (SBBURA), the Southwest Corridor Neighborhood Task Force, the City of Billings Public Works Department, the Big Sky Economic Development Authority, and the City Planning Division.

The process included community and stakeholder meetings, four larger public meetings where every property owner was invited, community partner input, as well as city staff facilitation and input. Social media in the form of a Facebook page as well as a dedicated website were both used to reach out to as many people as possible. Due to the size of the digital file, the draft plan is not attached. The plan is available at www.SouthBillings.com as well as the City of Billings Planning Division website. The City Council was provided hard copies of the South Billings Master Plan at the Feb 6th Work Session. Hard copies of the plan are also on file in the City Clerk's Office and the Planning Division Office.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

This document is consistent with and will be amended through the 2008 Yellowstone County and City of Billings Growth Policy.

RECOMMENDATION

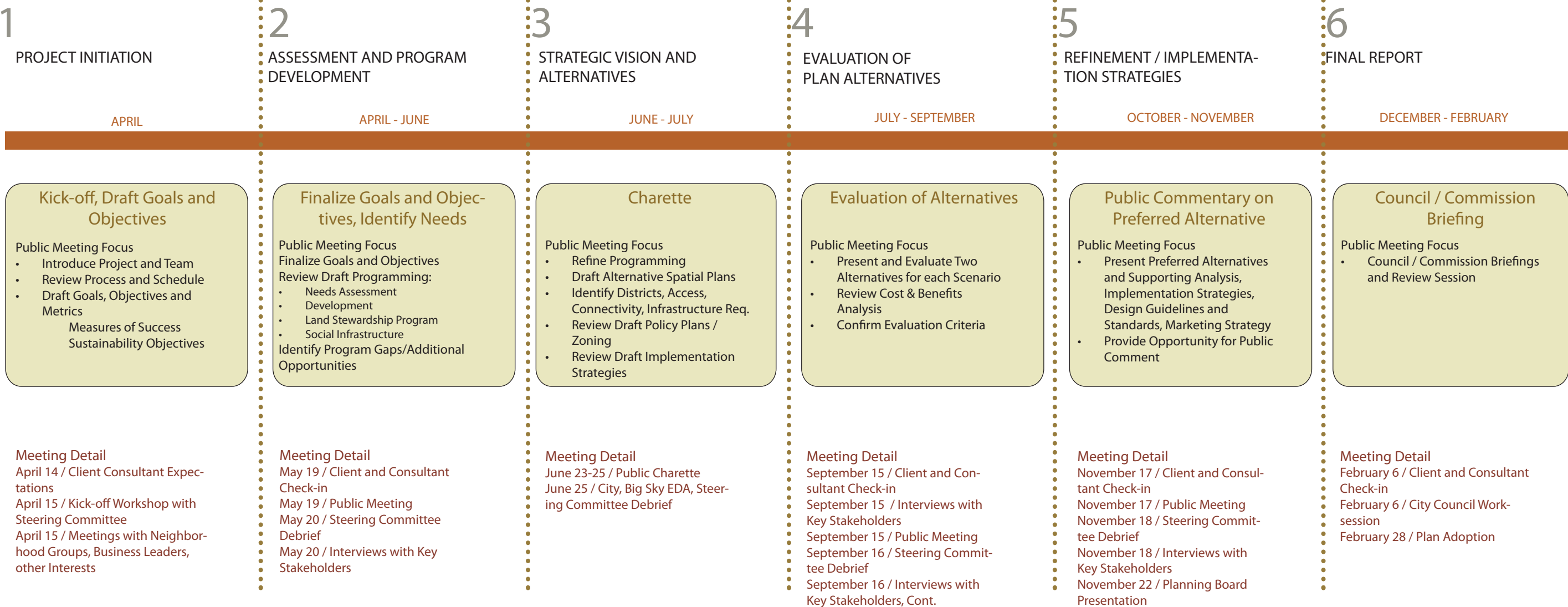
Staff recommends that the City Council pass a resolution of intent to adopt the South Billings Master Plan and set a public hearing for February 27, 2012.

APPROVED BY CITY ADMINISTRATOR

Attachments

Master Plan Timeline

Resolution of Intent



AGENDA ITEM:

ATTACHMENT A

RESOLUTION NO. 12-_____

**RESOLUTION OF INTENT TO ADOPT THE SOUTH BILLINGS BOULEVARD
URBAN RENEWAL DISTRICT MASTER PLAN AS PART OF THE YELLOWSTONE
COUNTY - CITY OF BILLINGS 2008 GROWTH POLICY.**

WHEREAS, pursuant to Title 76, Chapter 1, PART 601, Montana Codes Annotated, the Billings City Council, desires to adopt a Neighborhood Master Plan consistent with the 2008 Growth Policy covering the entire Yellowstone County Board of Planning jurisdiction:

WHEREAS, on the 13th day of December, 2011, a public hearing was held by the Yellowstone County Board of Planning for the purpose of receiving public comments on the proposed South Billings Master Plan and on the 27th day of February 2012, the Billings City Council will hold a public hearing for the same purpose:

WHEREAS, The Yellowstone County Board of Planning at its meeting on December 13, 2011 voted to recommend the Billings City Council adopt the proposed South Billings Master Plan and any ordinances and resolution for its implementation:

NOW, THEREFORE, BE IT HEREBY RESOLVED that it is the intent of the Billings City Council to adopt the South Billings Master Plan as part of the Yellowstone County – City of Billings 2008 Growth Policy.

APPROVED AND PASSED by the City Council of the City of Billings this 13th day of February, 2012.

THE CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Cari Martin, CITY CLERK

Regular City Council Meeting

Meeting Date: 02/13/2012

TITLE: City/County Emergency Operation Plan Adoption

PRESENTED BY: Paul Dextras

Department: Fire

Information

PROBLEM/ISSUE STATEMENT

The City of Billings is a partner in the Emergency Operations Plan for Billings, Laurel, Broadview and Yellowstone County. The Plan was developed through cooperation with area emergency agencies. Periodically, the plan is updated to reflect the addition or adjustment of standard operating procedures, minor adjustments to policies, and mutual aid expectations. The plan is posted on the City's website (<http://ci.billings.mt.us/>) and may be accessed under "News & Announcements."

ALTERNATIVES ANALYZED

The Plan was developed by Yellowstone County Disaster and Emergency Services and covers the Cities of Billings and Laurel, Yellowstone County and the Town of Broadview.

FINANCIAL IMPACT

There is no anticipated fiscal impact due to adopting the plan.

RECOMMENDATION

The Billings Fire Department has reviewed this plan and is supportive of the revisions associated with this cooperative mutual aid emergency plan. Staff recommends that the City Council approve the Emergency Operations Plan for Billings, Laurel, Broadview and Yellowstone County.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution

RESOLUTION NO. 12-

A RESOLUTION OF THE CITY COUNCIL OF BILLINGS
LOCATED IN YELLOWSTONE COUNTY, MONTANA
DECLARING CITY SUPPORT AND ADOPTION OF THE
EMERGENCY OPERATIONS PLAN FOR BILLINGS, LAUREL,
BROADVIEW AND YELLOWSTONE COUNTY.

WHEREAS, the City Council of Billings supports the Emergency Operations Plan for Billings, Laurel, Broadview and Yellowstone County; and

WHEREAS, the City Council of Billings has participated in the development of the Emergency Operations Plan for Billings, Laurel, Broadview and Yellowstone County, and

WHEREAS, the Emergency Operations Plan for Billings, Laurel, Broadview and Yellowstone County will be utilized as a guide for planning for and managing all risk emergencies,

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, does hereby adopt, support, and will facilitate the implementation of the Emergency Operations Plan for Billings, Laurel, Broadview and Yellowstone County.

PASSED by the City Council and APPROVED this 13th day of February, 2012.

THE CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, Mayor

ATTEST:

BY: _____
Cari Martin, City Clerk

Regular City Council Meeting

Meeting Date: 02/13/2012

TITLE: Zone Change #879 - 2nd reading

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

This is a zone change request from Residential 9,600 (R-96) to Residential 7,000 (R-70) on Lot 8, Block 1 of Meadowood Subdivision located at 2302 Meadowood Street. The property is owned by Mark Dawson and BlueLine Engineering, represented by Marshall Phil, is the agent. The owner and agent conducted a pre-application neighborhood meeting on May 31, 2011, at 6:00 pm at the Century 21 office at 1605 Shiloh Road. The Zoning Commission conducted a public hearing on December 6, 2011, and forwarded a recommendation of approval on a 5-0 vote. The City Council conducted a public hearing on January 23, 2012, and voted to approve 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

The property will increase in property value if the zone change is granted. This may increase the tax revenue to the city.

RECOMMENDATION

The Zoning Commission is forwarding a recommendation of approval and adoption of the 12 criteria for Zone Change #879 on a 5-0 vote.

APPROVED BY CITY ADMINISTRATOR

Attachments

Ordinance

ORDINANCE NO. 12-_____

AN ORDINANCE AMENDING THE ZONE CLASSIFICATION
FOR Lot 8, Block 1, Meadowood Subdivision, a 9,836
square foot parcel of land and generally located at 2302
Meadowood Street

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 8, Block 1 of Meadowood Subdivision is presently zoned **Residential 9,600 (R-96)** 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 parcel** is hereby changed from **Residential 9,600 (R-96)** to **Residential 7,000 (R-70)** on Lot 8, Block 1 of Meadowood Subdivision and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Residential 7,000 (R-70)** 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 January 23, 2012.

PASSED, ADOPTED AND APPROVED on second reading February 13, 2012.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, Mayor

ATTEST:

BY: Cari Martin, City Clerk
Zone Change #879 – 2302 Meadowood Street

Regular City Council Meeting

Meeting Date: 02/13/2012

TITLE: Zone Change #880 - 2nd reading

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

This is a zone change request from Residential 9,600 (R-96) to Residential 7,000 (R-70) on Lot 16, Block 6, Suncrest Acres Subdivision 2nd Filing, and Lot 16, Block 6, Suncrest Acres 5th Filing, an 11,600 square foot parcel of land. The existing parcel has a side-by-side duplex constructed prior to the current zoning and is a nonconforming use in the R-96 zoning district. The owner conducted a pre-application neighborhood meeting on November 27, 2011, at 1:00 pm at the Granary at 1500 Poly Drive. The Zoning Commission conducted a public hearing on January 3, 2012, and forwarded a recommendation of approval on a 3-0 vote. The City Council conducted a public hearing on January 23, 2012, and voted to approve 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. The zone change may stabilize the taxable and market value of the property and therefore stabilize the city's tax base.

RECOMMENDATION

The Zoning Commission is recommending approval and adoption of the 12 criteria for Zone Change #880 on a 3-0 vote.

APPROVED BY CITY ADMINISTRATOR

Attachments

Zone Change Ordinance

ORDINANCE NO. 12-_____

AN ORDINANCE AMENDING THE ZONE CLASSIFICATION FOR Lot 16, Block 6, Suncrest Acres Subdivision 2nd Filing and Lot 16, Block 6 Suncrest Acres 5th Filing, an 11,600 square foot parcel of land and generally located at 1146 Parkhill 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 16, Block 6, Suncrest Acres Subdivision 2nd Filing and Lot 16, Block 6 Suncrest Acres 5th Filing is presently zoned **Residential 9,600 (R-96)** 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 parcel** is hereby changed from **Residential 9,600 (R-96)** to **Residential 7,000 (R-70)** on Lot 16, Block 6, Suncrest Acres Subdivision 2nd Filing and Lot 16, Block 6 Suncrest Acres 5th Filing and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Residential 7,000 (R-70)** 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 January 23, 2012.

PASSED, ADOPTED AND APPROVED on second reading February 13, 2012.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, Mayor

ATTEST:

BY: Cari Martin, City Clerk
Zone Change #880 – 1146 Parkhill Drive

Regular City Council Meeting

Meeting Date: 02/13/2012

TITLE: Zone Change #881 - 2nd reading

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

This is a zone change request from Residential 6,000 (R-60) to Community Commercial (CC) on Lot 1, Block 4, and all of Block 1, Central Avenue Addition, 2nd Filing, a 27,101 square foot parcel of land. The existing parcel has a commercial building constructed prior to the current zoning, is a nonconforming use in the R-60 zoning district and the current use is restricted by a previous special review approval (Special Review #837). AG Holdings is the owner and the agent is Allen Greene. The owner conducted a pre-application neighborhood meeting on November 2, 2011, at 640 Saint Johns Avenue. The Zoning Commission conducted a public hearing on January 3, 2012, and is forwarding a recommendation of approval on a 3-0 vote. The City Council conducted a public hearing on January 23, 2012, 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. The zone change may stabilize the taxable and market value of the property which may stabilize the city's tax base.

RECOMMENDATION

The Zoning Commission is forwarding a recommendation of approval and adoption of the twelve criteria for Zone Change #881 on a 3-0 vote.

APPROVED BY CITY ADMINISTRATOR

Attachments

Ordinance

ORDINANCE NO. 12-_____

AN ORDINANCE AMENDING THE ZONE CLASSIFICATION FOR Lot 1, Block 4, of Central Avenue Addition 1st Filing and all of Block 1, Central Avenue Addition, 2nd Filing, a 27,101 square foot parcel of land and generally located at 640 Saint Johns Avenue

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 1, Block 4, of Central Avenue Addition 1st Filing and all of Block 1, Central Avenue Addition, 2nd Filing are presently zoned **Residential 6,000 (R-60)** and are shown on the official zoning maps within this zone.
3. ZONE AMENDMENT. The official zoning map is hereby amended and the zoning for **the above described parcels** is hereby changed from **Residential 6,000 (R-60)** to **Community Commercial (CC)** on Lot 1, Block 4, of Central Avenue Addition 1st Filing and all of Block 1, Central Avenue Addition, 2nd Filing from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Community Commercial (CC)** 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 January 23, 2012.

PASSED, ADOPTED AND APPROVED on second reading February 13, 2012.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, Mayor

ATTEST:

BY: Cari Martin, City Clerk
Zone Change #881 – 640 Saint Johns Avenue

Regular City Council Meeting

Meeting Date: 02/13/2012

TITLE: High Sierra Subdivision, 6th Filing: Preliminary Plat Approval Extension Request

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

High Sierra Subdivision, 6th Filing is a proposed subdivision that would create 21 lots for residential use out of 7.18 acres, and is the second filing in the larger master planned area. The property is located north of Annandale Road and east of Greenbriar Road in the Lake Hills area, and is zoned Residential-9600 (R-96) and Residential-7000-Restricted (R-70-R) City Council granted conditional approval of the preliminary plat of High Sierra Subdivision, 6th Filing on February 9, 2009. Section 23-302.M. of the City Subdivision Regulations stipulates that the conditional approval of major preliminary plats shall be in force for not more than three years unless extended by City Council to a period of time mutually agreed-upon by Council and the subdivider. The three year preliminary plat approval period will expire on February 9, 2012, and the subdivider has requested a two-year extension to that approval period.

ALTERNATIVES ANALYZED

The City Council may:

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

Section 23-302.M. lists seven criteria for City Council to consider when evaluating a request for a preliminary plat approval extension request. They are as follows:

1. Changes to the subdivision regulations since the original approval and whether the subdivision as originally approved is essentially compliant with the new regulations.
2. Progress to date in completing the subdivision as a whole and any phases.
3. Phasing of the subdivision and the ability for the existing development to operate without the delayed development.
4. Dependence of infrastructure development on the subdivision.
5. Duration of the requested extension.
6. Demonstrated ability of the subdivider to complete the subdivision.
7. Such other factors or criteria as deemed material in the discretion of the governing body.

Planning staff's evaluation of these criteria is included in Attachment 2.

FINANCIAL IMPACT

Platting and subsequent development of 21 lots for residential development would increase the tax revenues for the City. Allowing the subdivider additional time 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 High Sierra Subdivision, 6th Filing for two years, and set the new expiration date to February 9, 2014.

APPROVED BY CITY ADMINISTRATOR

Attachments

Prelim plat approval extension request letter

Extension review criteria

Prelim Plat



January 5, 2012

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

RE: High Sierra Subdivision, 6th Filing.

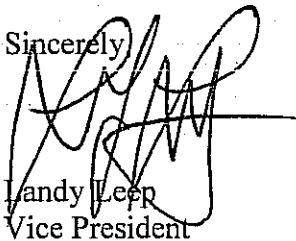
Dear Mrs. Spalding,

Thank you for your letter dated November 10, 2011 regarding the needed extension for the 6th Filing of the High Sierra Subdivision.

Please accept this letter as our official request to the Planning Department for a two year extension of the High Sierra 6th Filing preliminary plat approval. We are requesting a two year extension due to the delay in starting the 5th Filing of the High Sierra Sub. We plan on starting construction of the 5th Filing in the summer of 2012, so we are fairly confident we will need more than the standard one-year extension for the 6th Filing.

If you have any questions, please call my office.

Sincerely,



Landy Leep
Vice President

Cc: Dover Ranch
Mac Fogelson, Sanderson Stewart.

Preliminary Plat Approval Extension Request—Review Criteria

High Sierra Subdivision, 6th Filing

When considering a request for an extension of the preliminary plat approval period, the City Council may use the following criteria to evaluate the request. Below each criterion, staff has provided some information for Council to consider.

1. *Changes to the subdivision regulations since the original approval and whether the subdivision as originally approved is essentially compliant with the new regulations;*

The preliminary plat for High Sierra Subdivision, 6th Filing was conditionally approved in 2009. Since that time, only minor changes to the City Subdivision Regulations have been made, and none of the amendments will cause this proposal to be out of compliance.

2. *Progress to date in completing the subdivision as a whole and any phases;*

The proposed subdivision is one filing of a larger master planned development. Construction on the High Sierra, 5th Filing is expected to be initiated this coming summer, and sometime after those lots are developed, this 6th filing would move forward. No improvements have been made at this time.

3. *Phasing of the subdivision and the ability for the existing development to operate without the delayed development;*

The subdivider has not proposed to phase this subdivision, but will develop the improvements for all 21 lots at once. They would like to wait on development until High Sierra Subdivision, 5th Filing is completed.

4. *Dependence of infrastructure development on the subdivision;*

The subdivision improvements will complete a connection between Greenbriar Road and Annandale Road, however there are no other development plans hinging on the completion of this connection. Delay of the subdivision should not have a negative impact on infrastructure development needs.

5. *Duration of the requested extension;*

The subdivider has requested an additional two years. It is likely that the economic climate will change within the next three years, and the subdivision will become more marketable as a result.

6. *Demonstrated ability of the subdivider to complete the subdivision.*

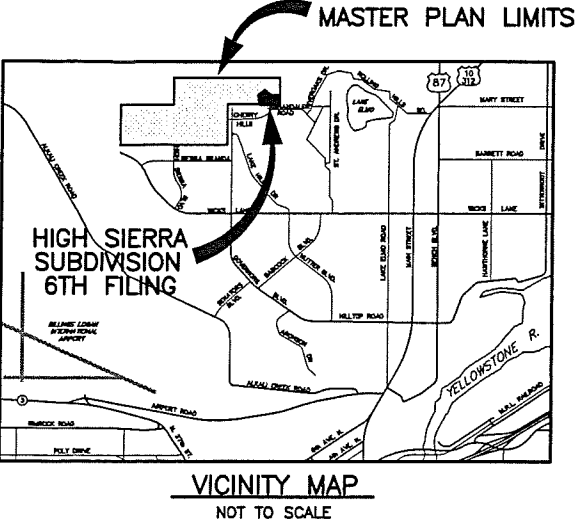
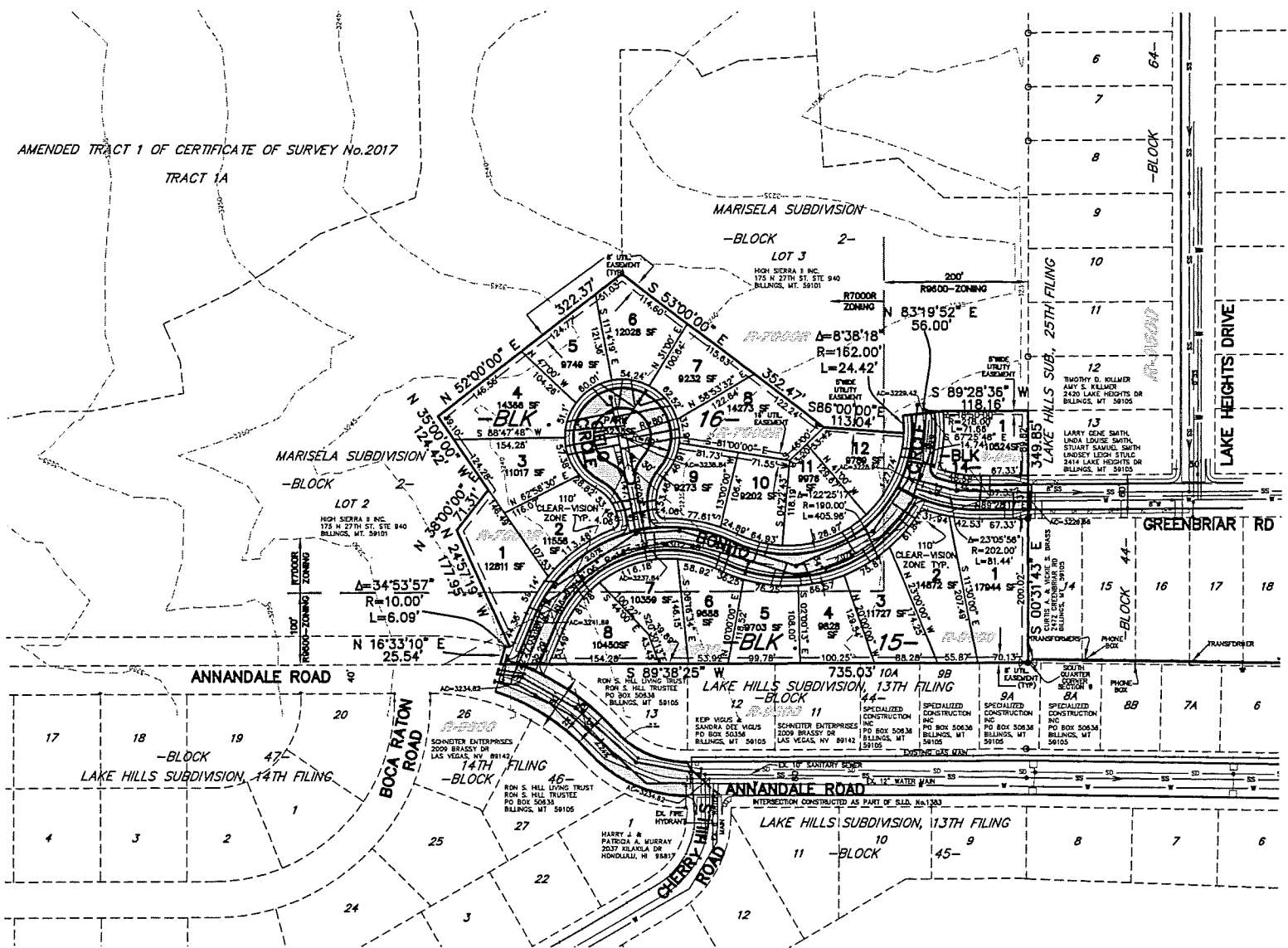
The subdivider has a history of developing similar lots at a steady pace nearby. They have indicated that they are ready to initiate the 5th Filing of the High Sierra Subdivision in a few months, and anticipate that the 6th Filing to follow thereafter.

7. *Such other factors or criteria as deemed material in the discretion of the governing body.*

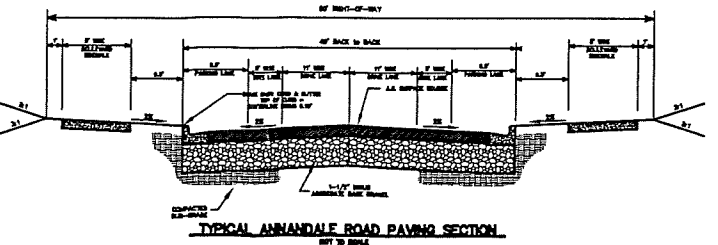
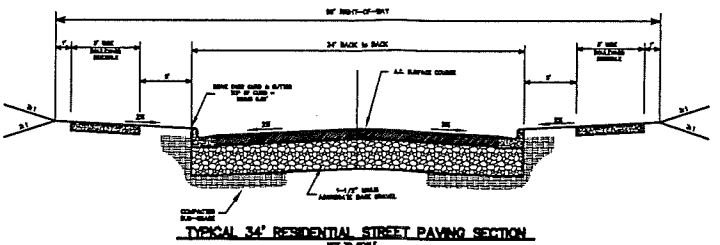
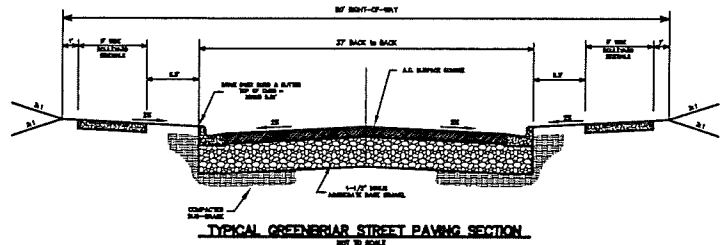
PRELIMINARY PLAT OF
HIGH SIERRA SUBDIVISION, SIXTH FILING
BEING LOT 1, BLOCK 2, OF MARISELA SUBDIVISION
SITUATED IN THE S.W.1/4 OF SECTION 9, T.1N., R.26E., P.M.M.
YELLOWSTONE COUNTY, MONTANA

PREPARED FOR: HIGH SIERRA II INC.
PREPARED BY : ENGINEERING, INC.
SCALE: 1"=100'

NOVEMBER, 2008
BILLINGS, MONTANA



PLAT DATA	
GROSS AREA	= 7.18 ACRES
NET AREA	= 5.47 ACRES
NUMBER OF LOTS	= 21
MINIMUM LOT SIZE	= 9202 S.F.
MAXIMUM LOT SIZE	= 17944 S.F.
LINEAL FEET OF STREETS	= 1518 L.F.
PARKLAND REQUIREMENT	= 0.601 ACRES
PARKLAND DEDICATION	= 0.120 ACRES & CASH-IN-LIEU
EXISTING ZONING	= R-7000R & R-9600
SURROUNDING ZONING:	
NORTH	= R-7000R & R-9600
SOUTH	= R-9600
EAST	= R-9600
WEST	= R-7000R & R-9600
EXISTING LAND USE	= AGRICULTURAL
PROPOSED LAND USE	= RESIDENTIAL



Regular City Council Meeting

Meeting Date: 02/13/2012

TITLE: Payment of Claims January 09, 2012.

PRESENTED BY: Pat M. Weber, Finance Director

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$1,007,447.00 have been audited and are presented for your approval for payment. A complete listing of the claims dated January 09, 2012, is available in the Finance Department.

ALTERNATIVES ANALYZED

No other alternatives were analyzed.

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 the Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

List of claims greater than \$2500 part 1.

List of claims greater than \$2500 part 2.

AP Report > \$2,500 for 01/09/2012

Check Date	Check	Name	Amount	Account	Item Desc
01/09/2012	752038	American Title & Escrow	5,000.00	2970-65550-407275	Rehab - Veronica and Jeremy Bourne, 148 Washington St.
01/09/2012	752052	Billings Construction Supply	7,885.65	6300-17530-407310	Inv. 81980 Repairs to an electronic arrow board damaged in citizen
01/09/2012	752052	Billings Construction Supply	63.30	5410-31220-402320	MP
01/09/2012	752052	Billings Construction Supply	112.75	5410-31230-402290	public toilet at landfill
01/09/2012	752052	Billings Construction Supply	174.00	0100-51120-403690	rental of toilet for High Sierra Park
01/09/2012	752052	Billings Construction Supply	105.75	5120-84000-402450	toilet rental
01/09/2012	752059	Brenntag Pacific Inc	3,568.98	5120-84000-402220	antifoam
01/09/2012	752064	Business Tax Section	1,774.40	4670-51630-409310	Encumbrance of business tax for the Yellowstone Family Park Project.
01/09/2012	752064	Business Tax Section	533.70	4660-31610-409310	SID 1369 MOORE LANE (466) Pymt#5
01/09/2012	752064	Business Tax Section	49.11	2050-00000-201100	SID 1369 Moore Lane RetRel #1 Innoprise
01/09/2012	752064	Business Tax Section	196.81	4660-00000-201100	SID 1369 Moore Lane RetRel #1 Innoprise
01/09/2012	752064	Business Tax Section	822.14	5030-75910-409340	WO 10-12 WTP Low Service Pump Station Upgrade Pymt#4
01/09/2012	752064	Business Tax Section	211.30	5030-00000-201100	WO 11-01 2011 WATER REPLACEMENT PROJECTS
01/09/2012	752064	Business Tax Section	324.45	5030-00000-201100	WO 11-01 2011 WATER REPLACEMENT PROJECTS
01/09/2012	752064	Business Tax Section	7.63	5440-00000-201100	WO0827 Landfill Phase 2 Closure COP RetRel #1 Innoprise
01/09/2012	752064	Business Tax Section	290.81	5440-00000-201100	WO0827 Landfill Phase 2 Closure RetRel#1 HTE COP
01/09/2012	752064	Business Tax Section	108.25	8400-31840-409310	SID 1369 Moore Lane Pymt#5
01/09/2012	752064	Business Tax Section	54.98	4660-00000-201100	SID 1369 Moore Lane RetRel #1 Innoprise
01/09/2012	752064	Business Tax Section	35.05	8400-00000-201100	SID 1369 Moore Lane RetRel #1 Innoprise
01/09/2012	752068	Carson	5,276.92	1500-21400-403810	Tuition Reimbursement for July - Dec 2011.
01/09/2012	752071	Cleaveland Sewer/A1 Yellowstone Sew	3,410.00	5120-85000-405333	sewer line repair
01/09/2012	752072	Connor's Garage Door Service	155.00	5610-71120-403660	Invoice #1654. Repair door for equipment access.
01/09/2012	752072	Connor's Garage Door Service	675.00	5610-71190-403660	Invoice #1680. Emergency call as vehicle was trapped in car wash bay.

01/09/2012	752072	Connor's Garage Door Service	2,474.00	5610-71120-403660	Invoice #1693. Bag claim entrance door replacement. Damage caused by Horizon
01/09/2012	752072	Connor's Garage Door Service	3,341.00	5610-71120-403660	Invoice #1708. Baggage makeup entrance door replacement. Damage caused by Delta.
01/09/2012	752072	Connor's Garage Door Service	155.00	5610-71120-403660	Invoice #1696. Emergency repair to door until door operator can be replaced.
01/09/2012	752073	Cop Construction Co	81,392.05	5030-75910-409340	WO 10-12 WTP Low Service Pump Station Upgrade Pymt#4
01/09/2012	752073	Cop Construction Co	20,919.06	5030-00000-201100	WO 11-01 2011 WATER REPLACEMENT PROJECTS
01/09/2012	752073	Cop Construction Co	32,121.30	5030-00000-201100	WO 11-01 2011 WATER REPLACEMENT PROJECTS
01/09/2012	752073	Cop Construction Co	28,788.95	5440-00000-201100	WO0827 Landfill Phase 2 Closure Ret Rel #1 HTE
01/09/2012	752073	Cop Construction Co	754.88	5440-00000-201100	WO0827 Lanfill Phase 2 Closure RetRel #1 Innoprise
01/09/2012	752074	County Water District Of Billings Heights	0.00	1500-22210-403420	FIRE 6: WATER SERVICE - H EIGHTS FIRE STATION
01/09/2012	752074	County Water District Of Billings Heights	19,719.36	8050-15700-405350	fire hydrant rentals
01/09/2012	752074	County Water District Of Billings Heights	249.13	5120-85000-403420	water
01/09/2012	752074	County Water District Of Billings Heights	36.05	1500-22210-403420	FIRE 6: WATER SERVICE - H EIGHTS FIRE STATION
01/09/2012	752077	Cummins Rocky Mountain Llc	461.10	5710-71440-402320	MP
01/09/2012	752077	Cummins Rocky Mountain Llc	709.49	5410-31220-402320	MP
01/09/2012	752077	Cummins Rocky Mountain Llc	1,399.14	5710-71440-402320	MP
01/09/2012	752077	Cummins Rocky Mountain Llc	278.53	5710-71440-402320	MP
01/09/2012	752077	Cummins Rocky Mountain Llc	2,978.43	5710-71440-402320	MP
01/09/2012	752081	Downtown Billings Partnership	56,250.00	2030-15130-407946	professional management services from N 27 TIFD - 2nd qtr
01/09/2012	752095	Fire Safety Consultants, Inc-FSCI	1,000.00	1500-22230-403824	INSTRUCTOR FEE (PER CONTRACT) \$500 PER DAY FOR 2 DAYS
01/09/2012	752095	Fire Safety Consultants, Inc-FSCI	600.00	1500-22230-403824	WORKBOOK FEE
01/09/2012	752095	Fire Safety Consultants, Inc-FSCI	1,226.77	1500-22230-403824	TRAVEL EXPENSES FOR INSTRUCTOR: AIRFARE, LODGING, CAR RENTAL & FUEL, MEALS, PARKING.

01/09/2012	752104	Good Earth Works Co Inc The	175,665.19	4670-51630-409310	Encumbrance will come out of SID 1392 account for Yellowstone Family Park. Total bid amount was \$772,149. 1% business tax (\$7721.49) was taken off the gross bid amount leaving a balance of this PO.
01/09/2012	752129	Jtl Group Inc DbA Knife River	3,135.09	2110-31320-404520	3/4" crushed base and sand/salt material
01/09/2012	752140	Mailing Technical Services	22.17	1500-21110-403110	Invoice 1681957 Dated 12/24/11 UPS Shipping Charges for 12/20/11
01/09/2012	752140	Mailing Technical Services	316.71	5210-15210-403110	parking - special inserts only
01/09/2012	752140	Mailing Technical Services	4,550.63	6050-15150-403110	Finance
01/09/2012	752140	Mailing Technical Services	1,296.60	0100-51400-403110	Cemetery - special mailing
01/09/2012	752140	Mailing Technical Services	6,591.65	0100-51120-403110	Parks - special mailing
01/09/2012	752140	Mailing Technical Services	2,917.35	0100-51210-403110	Recreation - special mailing
01/09/2012	752154	Mistras Group Inc	2,900.00	6300-17530-407310	Inv. CD10330700 Aerial Inspection for Fire Engine 4060
01/09/2012	752155	Montana Dakota Utilities Co	3,437.85	5020-74000-403440	08156221
01/09/2012	752155	Montana Dakota Utilities Co	164.37	5020-74000-403440	08157322
01/09/2012	752155	Montana Dakota Utilities Co	47.16	5020-74000-403440	08156322
01/09/2012	752155	Montana Dakota Utilities Co	47.16	5020-74000-403440	08156322
01/09/2012	752155	Montana Dakota Utilities Co	123.14	0100-51410-403440	08543421
01/09/2012	752155	Montana Dakota Utilities Co	374.51	5020-74000-403440	08156421
01/09/2012	752155	Montana Dakota Utilities Co	362.48	0100-51410-403440	08543521
01/09/2012	752155	Montana Dakota Utilities Co	1,203.61	5020-74000-403440	08156621
01/09/2012	752155	Montana Dakota Utilities Co	101.29	5020-74000-403440	08683522
01/09/2012	752155	Montana Dakota Utilities Co	344.13	5020-74000-403440	08156721
01/09/2012	752155	Montana Dakota Utilities Co	101.96	0100-51120-403440	08767921
01/09/2012	752155	Montana Dakota Utilities Co	46.75	5020-74000-403440	08156821
01/09/2012	752155	Montana Dakota Utilities Co	348.73	5020-74000-403440	08156922
01/09/2012	752155	Montana Dakota Utilities Co	906.17	5020-73140-403440	08157021
01/09/2012	752155	Montana Dakota Utilities Co	302.06	5120-83140-403440	08157021
01/09/2012	752155	Montana Dakota Utilities Co	756.99	5020-73140-403440	08157121
01/09/2012	752155	Montana Dakota Utilities Co	252.33	5120-83140-403440	08157121
01/09/2012	752155	Montana Dakota Utilities Co	97.63	5020-74000-403440	08157221
01/09/2012	752155	Montana Dakota Utilities Co	98.94	5020-74000-403440	31563202
01/09/2012	752155	Montana Dakota Utilities Co	79.80	5020-74000-403440	31563302
01/09/2012	752155	Montana Dakota Utilities Co	35.25	6500-15660-403440	32781001
01/09/2012	752155	Montana Dakota Utilities Co	22.05	0100-51260-403440	34329601

01/09/2012	752159	Napa Auto Parts	15.77	0100-51120-402320 MP
01/09/2012	752159	Napa Auto Parts	33.25	5410-31220-402320 MP
01/09/2012	752159	Napa Auto Parts	145.07	1500-22260-402320 MP
01/09/2012	752159	Napa Auto Parts	131.40	6010-00000-141000 MP PO NUM 288409
01/09/2012	752159	Napa Auto Parts	48.00	6010-00000-141000 MP PO NUM 288421
01/09/2012	752159	Napa Auto Parts	13.67	1500-22260-402320 MP
01/09/2012	752159	Napa Auto Parts	53.88	1500-21120-402320 MP
01/09/2012	752159	Napa Auto Parts	328.75	1500-21720-402320 MP
01/09/2012	752159	Napa Auto Parts	101.50	6010-00000-141000 MP PO NUM 288409
01/09/2012	752159	Napa Auto Parts	37.38	6010-00000-141000 MP PO NUM 288422
01/09/2012	752159	Napa Auto Parts	41.88	6010-15530-402650 MP
01/09/2012	752159	Napa Auto Parts	52.53	6010-15530-402320 MP
01/09/2012	752159	Napa Auto Parts	155.76	1500-22260-402320 MP
01/09/2012	752159	Napa Auto Parts	40.62	6010-00000-141000 MP PO NUM 288409
01/09/2012	752159	Napa Auto Parts	252.52	6010-00000-141000 MP PO NUM 288422
01/09/2012	752159	Napa Auto Parts	33.89	2090-44520-402320 MP
01/09/2012	752159	Napa Auto Parts	48.81	6700-31410-402320 MP
01/09/2012	752159	Napa Auto Parts	18.74	6010-00000-141000 MP PO NUM 288412
01/09/2012	752159	Napa Auto Parts	119.96	6010-00000-141000 MP PO NUM 288422
01/09/2012	752159	Napa Auto Parts	204.04	0100-51120-402320 MP
01/09/2012	752159	Napa Auto Parts	299.76	5410-31220-402320 MP
01/09/2012	752159	Napa Auto Parts	18.00	6010-00000-141000 MP PO NUM 288412
01/09/2012	752159	Napa Auto Parts	20.71	6010-00000-141000 MP PO NUM 288422
01/09/2012	752159	Napa Auto Parts	29.78	6010-15530-402650 MP
01/09/2012	752159	Napa Auto Parts	137.35	5020-73120-402320 MP
01/09/2012	752159	Napa Auto Parts	38.46	6010-00000-141000 MP PO NUM 288412
01/09/2012	752159	Napa Auto Parts	24.03	2110-31320-402320 MP
01/09/2012	752159	Napa Auto Parts	53.34	1500-21120-402320 MP
01/09/2012	752159	Napa Auto Parts	207.60	6010-00000-141000 MP PO NUM 288412
01/09/2012	752159	Napa Auto Parts	53.39	2110-31320-402320 MP
01/09/2012	752159	Napa Auto Parts	151.21	5120-84000-402320 MP
01/09/2012	752159	Napa Auto Parts	6.05	6010-00000-141000 MP PO NUM 288412
01/09/2012	752159	Napa Auto Parts	11.62	6010-15530-402650 MP
01/09/2012	752159	Napa Auto Parts	116.85	6010-00000-141000 MP PO NUM 288412
01/09/2012	752159	Napa Auto Parts	138.84	1500-21120-402320 MP
01/09/2012	752159	Napa Auto Parts	64.39	6010-00000-141000 MP PO NUM 288413
01/09/2012	752159	Napa Auto Parts	11.62	6010-15530-402650 MP

01/09/2012	752159	Napa Auto Parts	442.37	5410-31220-402320 MP
01/09/2012	752159	Napa Auto Parts	3.18	1500-21720-402320 MP
01/09/2012	752165	Northwestern Energy	35,073.86	5610-71120-403410 0100482-9. December 2011 utilities. Airport Vailt Main account
01/09/2012	752165	Northwestern Energy	74.66	0100-51410-403410 07125396
01/09/2012	752165	Northwestern Energy	7.30	0100-51120-403410 09208018
01/09/2012	752165	Northwestern Energy	157.77	6070-22350-403410 10069151
01/09/2012	752165	Northwestern Energy	12.78	5120-85000-403410 17040254
01/09/2012	752165	Northwestern Energy	1,092.74	0100-51270-403410 December electric bill for community center and prpl offices
01/09/2012	752165	Northwestern Energy	317.34	6600-31100-403410 electricity
01/09/2012	752165	Northwestern Energy	476.02	6700-31410-403410 electricity
01/09/2012	752165	Northwestern Energy	395.64	1500-22210-403410 FIRE #6 ELECTRICAL SERVICE TO FIRE STATION
01/09/2012	752165	Northwestern Energy	2,656.13	1500-22210-403410 FIRE 1: ELECTRIC SERVICE TO STATION & 911 CENTER
01/09/2012	752165	Northwestern Energy	3,548.44	5210-15910-403410 P1 UTILITIES
01/09/2012	752165	Northwestern Energy	1,770.33	5210-15940-403410 P4 UTILITIES
01/09/2012	752165	Northwestern Energy	57.65	0100-51260-403410 07208416
01/09/2012	752165	Northwestern Energy	8.13	8720-51980-403410 09718248
01/09/2012	752165	Northwestern Energy	7.30	0100-51120-403410 11565272
01/09/2012	752165	Northwestern Energy	34.82	5120-85000-403410 17040304
01/09/2012	752165	Northwestern Energy	202.51	0100-51120-403410 07222565
01/09/2012	752165	Northwestern Energy	39.56	0100-51120-403410 12300661
01/09/2012	752165	Northwestern Energy	16.27	2110-31320-403410 17389891
01/09/2012	752165	Northwestern Energy	36.17	0100-51120-403410 07222771
01/09/2012	752165	Northwestern Energy	7.83	8720-51980-403410 13127071
01/09/2012	752165	Northwestern Energy	8.55	0100-51120-403410 19022573
01/09/2012	752165	Northwestern Energy	7.94	8720-51980-403410 15642093
01/09/2012	752165	Northwestern Energy	15.84	0100-51410-403410 16352890
01/09/2012	752165	Northwestern Energy	7.93	0100-51120-403410 16926669
01/09/2012	752168	Ostermiller Const	52,836.68	4660-31610-409310 SID 1369 MOORE LANE (466)Pymt#5
01/09/2012	752168	Ostermiller Const	4,861.57	2050-00000-201100 SID 1369 Moore Lane RetRel #1 HTE
01/09/2012	752168	Ostermiller Const	19,483.66	4660-00000-201100 SID 1369 Moore Lane RetRel #1 Innoprise
01/09/2012	752168	Ostermiller Const	10,716.41	8400-31840-409310 SID 1369 Moore Lane Pymt#5
01/09/2012	752168	Ostermiller Const	5,442.70	4660-00000-201100 SID 1369 Moore Lane RetRel #1 HTE
01/09/2012	752168	Ostermiller Const	3,469.61	8400-00000-201100 SID 1369 Moore Lane RetRel #1 HTE

01/09/2012	752171	Palm Tree Construction	2,900.00	5050-75150-403671	curb box repair
01/09/2012	752175	Public Utilities	3,802.13	5610-71100-403420	68407759
01/09/2012	752175	Public Utilities	9.49	5120-85000-403420	13670319854
01/09/2012	752182	Rimrock Foundation	6,077.04	2460-12530-403590	BAMDC for December 2011
01/09/2012	752182	Rimrock Foundation	5,829.84	7380-12640-403560	SAMHSA December 2011
01/09/2012	752182	Rimrock Foundation	4,810.36	7380-12640-403590	SAMHSA December 2011
01/09/2012	752182	Rimrock Foundation	14.96	7380-12640-403730	SAMHSA December 2011
01/09/2012	752182	Rimrock Foundation	4,498.34	7380-12640-403990	SAMHSA December 2011
01/09/2012	752187	Shiptons Supply Co	351.97	5410-31220-402260	cold weather gear for Solid Waste
01/09/2012	752187	Shiptons Supply Co	922.28	5410-31230-402260	cold weather gear solid waste
01/09/2012	752187	Shiptons Supply Co	1,589.81	5410-31220-402260	cold weather gear solid waste Doc# K12330/2
01/09/2012	752187	Shiptons Supply Co	-73.00	5410-31230-402260	credit from cold weather gear
01/09/2012	752187	Shiptons Supply Co	53.14	5020-75000-402330	filters
01/09/2012	752196	Sunset Excavation	2,500.00	5050-75150-403671	water service
01/09/2012	752196	Sunset Excavation	3,400.00	5050-75150-403671	water service
01/09/2012	752199	Thomas E Romine	2,077.84	8020-31810-407820	refund for deannexation of tax code D04652
01/09/2012	752199	Thomas E Romine	744.52	8400-31840-407820	refund for deannexation of tax code D04652
01/09/2012	752202	Tire-Rama	395.66	5020-73120-402390	1050189733
01/09/2012	752202	Tire-Rama	-2,195.76	5410-31230-402390	credit for price correction inv#1050189455
01/09/2012	752202	Tire-Rama	15.00	2110-31320-402390	MP
01/09/2012	752202	Tire-Rama	2,195.76	5410-31230-402390	new tires inv# 1050189198 sw
01/09/2012	752202	Tire-Rama	795.80	5020-74000-402390	NONSTOCKING ITEMS-P.U.D.
01/09/2012	752202	Tire-Rama	4,515.00	5410-31220-402390	recap tires for stock
01/09/2012	752202	Tire-Rama	4,816.00	5410-31220-402390	recaps and tires for stock
01/09/2012	752202	Tire-Rama	4,623.00	5410-31220-402390	recaps from plant for stock inv# 1050190165
01/09/2012	752202	Tire-Rama	2,890.00	5410-31220-402390	recaps from plant inv# 1050190474
01/09/2012	752202	Tire-Rama	40.00	5410-31230-402390	tire repair at landfill inv# 1050190480
01/09/2012	752202	Tire-Rama	1,479.56	5410-31230-402390	tire repairs at landfill inv# 1050190218
01/09/2012	752202	Tire-Rama	1,512.30	5410-31220-402390	tire repairs inv# 1050190212
01/09/2012	752202	Tire-Rama	580.00	5410-31220-402390	tire rotations and tire repairs inv# 1050190476
01/09/2012	752202	Tire-Rama	425.88	5020-73120-402390	1050189642
01/09/2012	752202	Tire-Rama	414.16	5020-73120-402390	1050189612
01/09/2012	752204	Town & Country Supply Association	1,073.93	5610-71120-402310	Invoice #90655. Airport Generator fuel purchase
01/09/2012	752204	Town & Country Supply Association	21,227.11	6010-00000-141000	MP PO NUM 288379
01/09/2012	752204	Town & Country Supply Association	12,114.78	6010-00000-141000	MP PO NUM 288392
01/09/2012	752206	Tractor & Equipment	1,526.00	5410-31230-402320	50 pak sos cap and probe inv# blcs0504079

01/09/2012	752206	Tractor & Equipment	485.16	5410-31230-402320 for landfill 6 elements as
01/09/2012	752206	Tractor & Equipment	226.30	5410-31230-402320 misc parts stem a seal o ring sleeve
01/09/2012	752206	Tractor & Equipment	2,494.47	5410-31230-402320 MP
01/09/2012	752206	Tractor & Equipment	3,334.89	5410-31230-402320 MP
01/09/2012	752206	Tractor & Equipment	431.48	5410-31230-402320 MP0
01/09/2012	752206	Tractor & Equipment	37,646.92	5030-75910-409420 one tracked excavator
01/09/2012	752206	Tractor & Equipment	25,097.95	5130-85910-409420 one tracked excavator
01/09/2012	752206	Tractor & Equipment	5,155.53	5410-31230-402320 MP
01/09/2012	752210	U.S. Bank	944.97	1500-21200-402610 PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	218.97	1500-21500-405333 PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	218.90	1500-21150-402975 PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	95.00	1500-21110-403170 PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	47.90	5610-71150-402440 PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	101.98	5610-71130-402320 PCard Transaction Description: AUTO/RV DEALERS
01/09/2012	752210	U.S. Bank	53.25	5610-71150-402320 PCard Transaction Description: AUTO/RV DEALERS
01/09/2012	752210	U.S. Bank	68.25	5610-71130-402320 PCard Transaction Description: AUTO/RV DEALERS
01/09/2012	752210	U.S. Bank	6.51	5610-71130-402320 PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	150.00	0100-11000-403940 PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	138.53	5610-71150-402440 PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	322.85	1500-22290-402490 PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	125.00	6600-31100-403350 PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	33.00	0100-43210-402190 PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	1,119.40	2110-31320-402320 PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	115.00	5610-71120-402260 PCard Transaction Description: OTHER

01/09/2012	752210	U.S. Bank	87.45	1500-21500-402271	PCard Transaction Description: MRO SUPPLIES
01/09/2012	752210	U.S. Bank	261.43	2600-55160-402190	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	43.36	5120-83140-402450	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	98.00	5020-74000-403820	PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	30.00	0100-12530-403575	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	383.00	2710-67100-403590	PCard Transaction Description: AIRLINE
01/09/2012	752210	U.S. Bank	66.75	0100-51120-402260	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	26.98	5710-71410-402190	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	12.88	5710-71430-402450	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	5.86	5710-71430-403660	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	29.38	2110-31320-402290	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	10.00	2600-55190-403225	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	20.00	2600-55190-403336	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	21.84	5710-71480-402450	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	81.38	5710-71430-402450	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	11.94	5410-31220-402290	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	37.94	0100-51120-402260	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	17.80	1500-22250-402190	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	71.66	6060-19310-402122	PCard Transaction Description: MAIL/TELEPHONE
01/09/2012	752210	U.S. Bank	74.68	6060-19310-402122	PCard Transaction Description: MAIL/TELEPHONE

01/09/2012	752210	U.S. Bank	64.00	5610-71130-402320	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	122.00	5610-71150-402440	PCard Transaction Description: OFFICE SERVICES
01/09/2012	752210	U.S. Bank	-393.75	5210-15920-403660	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	225.00	2400-43010-403350	PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	42.96	0100-51120-402410	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	18.97	0100-51420-402290	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	19.99	0100-51420-402410	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	7.80	0100-51420-402290	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	8.98	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	25.94	2110-31320-402290	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	17.97	6500-15660-402190	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	4.98	6500-15660-402450	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	8.99	6500-15660-402450	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	8.98	6500-15660-402450	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	4.49	6500-15660-402450	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	89.97	2110-31320-402290	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	12.99	0100-51270-402450	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	13.35	5210-15230-402120	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	13.24	5210-15930-402120	PCard Transaction Description: WHOLESALE TRADE

01/09/2012	752210	U.S. Bank	4.99	5210-15930-402120	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	7.19	5210-15230-402120	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	10.32	5210-15920-402120	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	36.91	2600-55120-403670	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	7.99	5410-31230-402290	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	5.97	5210-15920-402120	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	19.47	5210-15910-402120	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	20.97	5210-15230-402120	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	11.69	5210-15910-402450	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	38.76	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	20.00	0100-51120-403990	PCard Transaction Description: BUILDING SERVIC
01/09/2012	752210	U.S. Bank	132.60	0100-51420-402330	PCard Transaction Description: BUILDING SERVIC
01/09/2012	752210	U.S. Bank	119.33	5610-71120-402450	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	8.99	5210-15230-402120	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	92.85	5610-71190-402450	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	62.80	5610-71120-402450	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	21.99	5410-31220-402290	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	389.49	0100-51120-402330	PCard Transaction Description: VEHICLE EXPENSE

01/09/2012	752210	U.S. Bank	50.00	6700-31410-403822	PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	108.00	2600-55110-403360	PCard Transaction Description: OFFICE SERVICES
01/09/2012	752210	U.S. Bank	30.00	2600-55190-403380	PCard Transaction Description: OFFICE SERVICES
01/09/2012	752210	U.S. Bank	32.85	0100-12530-403575	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	1,204.74	5610-71120-402240	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	253.94	5610-71120-402240	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	1,506.91	5610-71120-402260	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	242.10	5610-71130-402240	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	210.50	2600-55130-402190	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	178.02	1500-21120-402220	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	171.42	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	7.29	5210-15920-402190	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	14.08	5210-15930-402190	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	16.00	1500-22290-402490	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	26.32	1500-21150-402285	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	74.14	0100-51250-402250	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	83.11	0100-51100-403360	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	20.98	0100-11000-403740	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	42.14	0100-11000-403740	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	245.97	1500-21500-405333	PCard Transaction Description: OFFICE SERVICES
01/09/2012	752210	U.S. Bank	11.87	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE

01/09/2012	752210	U.S. Bank	113.94	2110-31320-402290	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	159.70	5120-84000-402450	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	454.95	5610-71130-403650	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	18.02	0100-51120-402260	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	77.91	1500-21120-402120	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	99.87	0100-51120-402410	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	78.46	0100-51120-402190	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	44.66	0100-51120-403690	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	425.75	2110-31320-402120	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	79.08	2110-31320-402190	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	92.32	1500-21200-402610	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	84.99	1500-21500-402925	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	68.99	1500-21500-402925	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	83.87	1500-21500-402120	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	80.33	1500-21500-402120	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	96.97	0100-51210-402290	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	122.87	5610-71140-402290	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	117.58	6500-15650-402190	PCard Transaction Description: OFFICE SUPPLIES

01/09/2012	752210	U.S. Bank	22.99	5610-71150-402290	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	5.79	5210-15930-402120	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	195.92	5120-84000-402290	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	305.95	2600-55180-402290	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	127.26	1500-22250-402190	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	31.96	1500-21150-402285	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	527.85	2600-55190-403382	PCard Transaction Description: OFFICE SERVICES
01/09/2012	752210	U.S. Bank	8.50	1500-22260-402120	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	24.91	1500-22260-402120	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	76.42	1500-22260-402120	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	96.75	1500-22260-402120	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	18.98	2600-55140-402190	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	9.29	2600-55140-402190	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	7.20	2600-55110-407930	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	33.98	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	6.80	2600-55190-403227	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	50.97	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	32.59	2600-55190-403227	PCard Transaction Description: OFFICE SUPPLIES

01/09/2012	752210	U.S. Bank	36.99	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	95.94	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	16.33	2600-55190-403227	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	29.99	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	110.43	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	8.43	2600-55190-403255	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	16.50	2600-55190-403227	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	50.97	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	18.95	2600-55190-403227	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	101.94	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	101.94	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	79.48	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	29.98	2600-55190-403336	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	67.96	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	91.98	5020-74000-403450	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	39.99	6060-19310-402122	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	39.99	5020-74000-403450	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	36.17	6200-19110-402290	PCard Transaction Description: OFFICE SUPPLIES

01/09/2012	752210	U.S. Bank	-39.99	6060-19310-402122	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	-5.20	6060-19310-402122	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	86.11	1500-22240-402280	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	195.00	6050-15160-403690	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	25.59	2600-55190-403382	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	191.13	2600-55190-403382	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	457.42	2600-55190-403382	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	155.93	2600-55190-403382	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	135.30	2600-55190-403227	PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	199.99	5610-71150-402440	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	4.95	0100-12530-403575	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	7.98	0100-51120-402290	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	46.99	0100-51420-402330	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	75.99	5610-71130-402320	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	28.40	1500-21700-402190	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	36.97	5410-31220-402290	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	91.57	1500-21150-402285	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	16.80	6500-15660-402450	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	275.51	1500-21120-402260	PCard Transaction Description: MAIL/TELEPHONE
01/09/2012	752210	U.S. Bank	94.66	1500-21120-402261	PCard Transaction Description: MAIL/TELEPHONE
01/09/2012	752210	U.S. Bank	-65.68	1500-21120-402260	PCard Transaction Description: MAIL/TELEPHONE

01/09/2012	752210	U.S. Bank	-61.26	1500-21120-402260	PCard Transaction Description: MAIL/TELEPHONE
01/09/2012	752210	U.S. Bank	-39.52	1500-21120-402260	PCard Transaction Description: MAIL/TELEPHONE
01/09/2012	752210	U.S. Bank	66.28	1500-21120-402260	PCard Transaction Description: MAIL/TELEPHONE
01/09/2012	752210	U.S. Bank	86.29	1500-21120-402261	PCard Transaction Description: MAIL/TELEPHONE
01/09/2012	752210	U.S. Bank	89.49	1500-21120-402261	PCard Transaction Description: MAIL/TELEPHONE
01/09/2012	752210	U.S. Bank	10.06	2600-55110-403110	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	190.45	2110-31320-403350	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	7.99	5120-84000-402360	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	228.50	1500-21200-407910	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	59.12	2600-55120-402350	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	21.14	1500-21400-402280	PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	74.96	5610-71120-402260	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	20.00	5710-71430-403660	PCard Transaction Description: OFFICE SERVICES
01/09/2012	752210	U.S. Bank	21.00	5710-71440-402450	PCard Transaction Description: OFFICE SERVICES
01/09/2012	752210	U.S. Bank	24.00	5710-71480-402450	PCard Transaction Description: OFFICE SERVICES
01/09/2012	752210	U.S. Bank	77.50	6500-15660-402450	PCard Transaction Description: OFFICE SERVICES
01/09/2012	752210	U.S. Bank	51.50	5210-15910-402450	PCard Transaction Description: OFFICE SERVICES
01/09/2012	752210	U.S. Bank	2.25	5210-15230-402290	PCard Transaction Description: OFFICE SERVICES
01/09/2012	752210	U.S. Bank	795.72	2550-21460-403822	PCard Transaction Description: OTHER TRAVEL
01/09/2012	752210	U.S. Bank	28.00	0100-51420-402290	PCard Transaction Description: WHOLESALE TRADE

01/09/2012	752210	U.S. Bank	424.23	0100-51420-402330	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	653.16	0100-51420-402330	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	34.39	2660-67730-407291	PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	18.34	2660-67730-407291	PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	260.36	2600-55190-403243	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	97.50	2400-43180-403824	PCard Transaction Description: EATING/DRINKING
01/09/2012	752210	U.S. Bank	22.07	0100-51420-402290	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	2.43	0100-51420-402290	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	121.18	5610-71130-402320	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	7.21	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	3.74	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	7.88	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	22.58	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	22.98	5410-31220-402290	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	960.97	2760-67500-403560	PCard Transaction Description: OFFICE SERVICES
01/09/2012	752210	U.S. Bank	837.78	2760-67500-403110	PCard Transaction Description: OFFICE SERVICES
01/09/2012	752210	U.S. Bank	123.91	5610-71130-402320	PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	612.00	2600-55110-403360	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	82.00	2600-55190-403243	PCard Transaction Description: WHOLESALE TRADE

01/09/2012	752210	U.S. Bank	48.40	2600-55190-403225	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	17.60	2600-55190-403336	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	79.72	2600-55190-403225	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	20.00	2600-55190-403225	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	197.32	1500-22260-402120	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	13.32	1500-22260-402120	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	31.44	1500-22260-402120	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	-31.44	1500-22260-402120	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	-28.41	2400-43010-403240	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	25.53	2400-43010-403240	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	411.33	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	10.80	2600-55190-403222	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	19.93	2600-55190-403226	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	31.97	2600-55190-403222	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	7.54	2600-55190-403255	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	18.25	2600-55190-403226	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	13.88	2600-55190-403255	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	19.95	2600-55190-403255	PCard Transaction Description: OFFICE SUPPLIES

01/09/2012	752210	U.S. Bank	10.15	2600-55190-403226	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	12.98	2600-55190-403255	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	58.49	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	39.97	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	9.16	2600-55190-403222	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	53.29	1500-21400-402280	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	57.99	6060-19310-402122	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	23.10	2970-65010-403110	PCard Transaction Description: OFFICE SERVICES
01/09/2012	752210	U.S. Bank	-1.00	5210-15230-402120	PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	14.99	5210-15230-402120	PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	216.04	5610-71130-402320	PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	56.97	5710-71440-402310	PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	56.97	5710-71440-402310	PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	7.96	5710-71470-402630	PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	37.98	5710-71440-402310	PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	39.58	5710-71430-402450	PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	4.49	5410-31220-402290	PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	-1,755.00	6500-15670-403690	PCard Transaction Description: BUILDING SERVIC

01/09/2012	752210	U.S. Bank	1,755.00	6500-15670-403690	PCard Transaction Description: BUILDING SERVIC
01/09/2012	752210	U.S. Bank	54.00	2400-43010-403240	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	62.00	0100-43210-402190	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	65.97	0100-43210-402190	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	198.00	1500-21700-402190	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	36.95	5610-71130-403660	PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	99.44	5610-71120-403660	PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	83.27	5610-71170-402450	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	215.74	5610-71120-402450	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	89.00	5610-71120-402410	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	174.48	5610-71120-402450	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	21.58	5610-71120-402450	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	12.81	5610-71120-402450	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	19.34	5710-71430-402450	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	170.28	5710-71430-402450	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	19.82	5610-71130-402410	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	162.60	5410-31220-402290	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	370.91	6500-15670-403690	PCard Transaction Description: WHOLESale TRADE

01/09/2012	752210	U.S. Bank	40.02	6500-15670-403690	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	95.16	6500-15670-403690	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	-159.84	6500-15670-403690	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	107.23	2600-55120-403670	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	150.00	5610-71100-403390	PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	150.00	0100-15120-403350	PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	150.00	0100-15120-403350	PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	223.87	5120-84000-402190	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	-65.00	0100-43210-403822	PCard Transaction Description: HOTELS
01/09/2012	752210	U.S. Bank	17.81	5020-75000-402190	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	11.88	5120-85000-402190	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	39.99	0100-51120-402190	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	10.50	5710-71430-402450	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	17.50	5710-71430-402450	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	24.25	0100-17500-402110	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	24.25	0100-15120-402190	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	9.00	5210-15210-402190	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	23.00	5610-71140-402290	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	8.60	6600-31100-402230	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	12.90	6700-31410-402230	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	250.00	5610-71150-403660	PCard Transaction Description: OFFICE SERVICES
01/09/2012	752210	U.S. Bank	98.15	0100-51420-402290	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	383.00	2110-31320-402360	PCard Transaction Description: WHOLESale TRADE

01/09/2012	752210	U.S. Bank	2,181.65	5610-71150-402290	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	269.20	6700-31410-403350	PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	289.20	6700-31410-403350	PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	-50.00	5710-71410-403822	PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	152.00	5610-71130-402320	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	3.68	0100-51120-402290	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	186.79	2110-31320-402290	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	28.75	2110-31320-402290	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	3.05	2110-31320-402290	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	83.92	0100-51120-402410	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	403.20	5120-84000-402223	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	34.98	5710-71430-402450	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	94.59	2110-31320-402290	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	627.55	2110-31320-404310	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	14.97	5610-71130-402450	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	11.97	5610-71150-402290	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	20.10	6500-15660-402190	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	59.43	6500-15660-402190	PCard Transaction Description: WHOLESale TRADE

01/09/2012	752210	U.S. Bank	115.53	0100-51270-402450	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	23.98	5210-15230-402120	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	44.94	5410-31220-402290	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	17.98	5410-31220-402410	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	27.92	5410-31220-402290	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	459.00	2600-55120-403670	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	164.15	5410-31230-402410	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	301.77	5410-31230-402290	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	211.75	5410-31230-402410	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	175.78	5410-31230-402290	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	24.23	5410-31230-402290	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	30.71	5410-31230-402290	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	210.40	0100-51120-402410	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	4.97	0100-51120-402390	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	108.86	1500-21150-402285	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	17.71	0100-51120-402290	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	12.50	6060-19310-402122	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	19.60	5020-73110-402190	PCard Transaction Description: BUSINESS EXPENS

01/09/2012	752210	U.S. Bank	13.07	5120-83110-402190	PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	14.10	2400-43010-403240	PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	17.25	0100-51120-402290	PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	17.25	0100-51210-402290	PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	29.00	2600-55190-403380	PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	32.46	6200-19110-403120	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	42.42	0100-15120-403110	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	91.22	5020-74000-402360	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	16.49	5020-74000-402360	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	21.53	5020-74000-402360	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	21.74	5020-74000-402360	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	12.76	5610-71150-402290	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	32.00	5610-71150-402220	PCard Transaction Description: MEDICAL
01/09/2012	752210	U.S. Bank	15.00	0100-51210-403665	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	41.98	0100-51120-402260	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	672.87	2600-55120-403660	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	560.93	6500-15670-403690	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	834.44	1500-21120-402290	PCard Transaction Description: OFFICE SERVICES
01/09/2012	752210	U.S. Bank	93.24	1500-21120-402290	PCard Transaction Description: OFFICE SERVICES
01/09/2012	752210	U.S. Bank	199.82	2110-31320-402420	PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	19.56	0100-51120-403660	PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	108.84	5410-31220-402290	PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	64.10	5410-31230-402290	PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	12.85	0100-51120-402290	PCard Transaction Description: VEHICLE EXPENSE

01/09/2012	752210	U.S. Bank	540.39	0100-51120-402925 PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	62.80	2600-55120-403420 PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	25.20	0100-12200-402190 PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	20.00	1500-21150-402285 PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	12.99	2510-21870-402190 PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	103.30	0100-51120-403990 PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	38.90	0100-51120-402290 PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	160.30	0100-51120-402330 PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	97.00	6500-15650-403450 PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	29.99	6500-15650-403450 PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	1.95	0100-15120-403390 PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	5.49	5610-71130-403650 PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	16.11	1500-21710-402240 PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	497.51	5710-71430-402260 PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	375.19	5710-71430-402450 PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	207.93	5710-71440-402260 PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	12.97	5710-71480-402450 PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	70.00	5610-71170-403660 PCard Transaction Description: BUILDING SERVIC
01/09/2012	752210	U.S. Bank	85.00	5610-71190-403660 PCard Transaction Description: BUILDING SERVIC
01/09/2012	752210	U.S. Bank	129.00	5610-71120-403660 PCard Transaction Description: BUILDING SERVIC

01/09/2012	752210	U.S. Bank	81.00	5610-71170-403660	PCard Transaction Description: BUILDING SERVIC
01/09/2012	752210	U.S. Bank	70.00	5610-71170-403660	PCard Transaction Description: BUILDING SERVIC
01/09/2012	752210	U.S. Bank	85.00	5610-71190-403660	PCard Transaction Description: BUILDING SERVIC
01/09/2012	752210	U.S. Bank	129.00	5610-71120-403660	PCard Transaction Description: BUILDING SERVIC
01/09/2012	752210	U.S. Bank	81.00	5610-71170-403660	PCard Transaction Description: BUILDING SERVIC
01/09/2012	752210	U.S. Bank	264.00	6010-15530-403990	PCard Transaction Description: OFFICE SERVICES
01/09/2012	752210	U.S. Bank	343.57	5610-71150-402440	PCard Transaction Description: MRO SUPPLIES
01/09/2012	752210	U.S. Bank	569.51	0100-51120-403650	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	40.00	2550-21460-403822	PCard Transaction Description: AIRLINE
01/09/2012	752210	U.S. Bank	584.05	2400-43180-403824	PCard Transaction Description: HOTELS
01/09/2012	752210	U.S. Bank	94.16	2600-55190-403380	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	234.00	1500-22250-402410	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	125.73	5610-71100-403390	PCard Transaction Description: OFFICE SERVICES
01/09/2012	752210	U.S. Bank	-1,830.17	0100-51120-408199	PCard Transaction Description: MAIL/TELEPHONE
01/09/2012	752210	U.S. Bank	64.11	1500-22290-402490	PCard Transaction Description: OFFICE SERVICES
01/09/2012	752210	U.S. Bank	9.94	0100-51120-402330	PCard Transaction Description: BUILDING SERVIC
01/09/2012	752210	U.S. Bank	7.72	0100-51120-402290	PCard Transaction Description: BUILDING SERVIC
01/09/2012	752210	U.S. Bank	-100.00	6200-19120-403870	PCard Transaction Description: AIRLINE
01/09/2012	752210	U.S. Bank	80.45	2400-43010-403824	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	304.90	2550-21460-403822	PCard Transaction Description: AIRLINE
01/09/2012	752210	U.S. Bank	164.95	0100-12200-403240	PCard Transaction Description: OFFICE SERVICES

01/09/2012	752210	U.S. Bank	2,964.00	1500-21200-402610	PCard Transaction Description: MAIL/TELEPHONE
01/09/2012	752210	U.S. Bank	250.00	2600-55180-403690	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	50.00	1500-21200-402631	PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	216.19	5610-71120-402450	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	49.00	1500-21400-403822	PCard Transaction Description: OTHER TRAVEL
01/09/2012	752210	U.S. Bank	80.49	0100-51250-402250	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	91.84	5020-73110-401170	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	91.83	5020-74000-401170	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	91.82	5020-75000-401170	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	91.84	5120-83110-401170	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	91.84	5120-84000-401170	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	91.83	5120-85000-401170	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	46.19	5020-73110-402190	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	37.92	5120-83110-402190	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	28.42	5120-87000-402190	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	45.61	5020-74000-402450	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	125.00	5610-71130-403660	PCard Transaction Description: BUILDING SERVIC
01/09/2012	752210	U.S. Bank	78.20	2510-21870-402190	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	62.18	0100-15120-402190	PCard Transaction Description: WHOLESALE TRADE

01/09/2012	752210	U.S. Bank	60.00	1500-21150-402285 PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	261.00	6270-17520-403516 PCard Transaction Description: MRO SUPPLIES
01/09/2012	752210	U.S. Bank	122.53	5410-31220-402290 PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	585.00	1500-21400-403822 PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	495.00	2400-43010-407214 PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	60.00	0100-51120-402290 PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	271.89	5710-71440-402320 PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	6.79	5410-31230-402290 PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	390.16	1500-21120-402260 PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	41.60	5610-71150-402440 PCard Transaction Description: MRO SUPPLIES
01/09/2012	752210	U.S. Bank	-173.92	5610-71150-402440 PCard Transaction Description: MRO SUPPLIES
01/09/2012	752210	U.S. Bank	641.51	1500-21200-402120 PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	219.29	0100-51120-402290 PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	27.70	0100-51120-402290 PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	16.38	2600-55110-403360 PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	15.44	0100-51120-402410 PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	2,240.00	1500-21150-402285 PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	14.95	0100-12530-403575 PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	499.00	6200-19120-403870 PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	425.00	5210-15210-403824 PCard Transaction Description: OFFICE SERVICES
01/09/2012	752210	U.S. Bank	392.34	1500-21150-402279 PCard Transaction Description: OFFICE SERVICES
01/09/2012	752210	U.S. Bank	1,134.77	5610-71120-402450 PCard Transaction Description: WHOLESALE TRADE

01/09/2012	752210	U.S. Bank	258.00	5610-71130-402450	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	12.64	0100-12530-403575	PCard Transaction Description: MEDICAL
01/09/2012	752210	U.S. Bank	24.90	2710-67100-403590	PCard Transaction Description: OFFICE SERVICES
01/09/2012	752210	U.S. Bank	387.00	5610-71100-403390	PCard Transaction Description: OFFICE SERVICES
01/09/2012	752210	U.S. Bank	48.00	2400-43010-403720	PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	55.32	5020-74000-402450	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	40.00	2600-55190-403380	PCard Transaction Description: MRO SUPPLIES
01/09/2012	752210	U.S. Bank	70.00	2600-55190-403380	PCard Transaction Description: MRO SUPPLIES
01/09/2012	752210	U.S. Bank	90.00	1500-21110-403170	PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	893.14	5610-71120-402450	PCard Transaction Description: OFFICE SERVICES
01/09/2012	752210	U.S. Bank	354.80	5610-71120-402240	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	975.00	1500-21400-403822	PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	329.67	5020-73110-402925	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	219.78	5120-83110-402925	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	262.42	5610-71190-402450	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	223.02	6500-15670-403690	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	40.00	1500-21200-407910	PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	3.75	2600-55110-403360	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	6.53	0100-51120-402410	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	48.03	2600-55110-403360	PCard Transaction Description: OTHER

01/09/2012	752210	U.S. Bank	1.29	2970-65010-403240	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	0.99	2970-65010-403240	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	205.00	5610-71100-403390	PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	966.00	6010-15500-402190	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	267.00	5610-71100-403390	PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	912.00	2600-55190-403380	PCard Transaction Description: OFFICE SERVICES
01/09/2012	752210	U.S. Bank	1,433.50	5020-74000-402360	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	67.03	5610-71150-402290	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	450.00	5610-71100-403390	PCard Transaction Description: OFFICE SERVICES
01/09/2012	752210	U.S. Bank	99.00	0100-16110-403822	PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	99.00	0100-16110-403822	PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	1,906.99	2600-55160-402190	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	45.00	2600-55180-402290	PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	175.00	2710-67100-403590	PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	359.24	1500-21400-403822	PCard Transaction Description: HOTELS
01/09/2012	752210	U.S. Bank	206.76	2550-21460-403822	PCard Transaction Description: OTHER TRAVEL
01/09/2012	752210	U.S. Bank	153.22	0100-12200-403210	PCard Transaction Description: OFFICE SERVICES
01/09/2012	752210	U.S. Bank	100.00	0100-15120-403390	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	395.30	1500-21400-403822	PCard Transaction Description: AIRLINE
01/09/2012	752210	U.S. Bank	395.30	1500-21400-403822	PCard Transaction Description: AIRLINE
01/09/2012	752210	U.S. Bank	9.00	6500-15650-402310	PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	84.66	1500-22210-403760	PCard Transaction Description: EATING/DRINKING

01/09/2012	752210	U.S. Bank	71.16	1500-22210-403760	PCard Transaction Description: EATING/DRINKING
01/09/2012	752210	U.S. Bank	96.19	5610-71120-402450	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	12.92	5610-71120-402450	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	904.58	1500-21120-402320	PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	159.28	1500-21120-402320	PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	49.34	5210-15230-402410	PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	107.76	5020-74000-402360	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	8.68	1500-21200-402120	PCard Transaction Description: AUTO/RV DEALERS
01/09/2012	752210	U.S. Bank	125.00	0100-12120-403390	PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	64.73	5610-71130-402320	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	299.00	5710-71410-403822	PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	637.29	1500-22250-403590	PCard Transaction Description: BUILDING SERVIC
01/09/2012	752210	U.S. Bank	76.22	5020-74000-402360	PCard Transaction Description: MRO SUPPLIES
01/09/2012	752210	U.S. Bank	112.26	2600-55190-403226	PCard Transaction Description: OFFICE SERVICES
01/09/2012	752210	U.S. Bank	740.58	2510-21870-403822	PCard Transaction Description: HOTELS
01/09/2012	752210	U.S. Bank	262.30	1500-21710-402450	PCard Transaction Description: BUILDING SERVIC
01/09/2012	752210	U.S. Bank	182.00	5610-71150-403660	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	60.00	1500-22230-403350	PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	50.00	2090-44510-403821	PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	85.00	5610-71130-403660	PCard Transaction Description: OTHER

01/09/2012	752210	U.S. Bank	400.00	5020-73140-402120	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	279.99	5120-83140-402120	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	211.32	5020-74000-402360	PCard Transaction Description: MAIL/TELEPHONE
01/09/2012	752210	U.S. Bank	272.25	5610-71130-402320	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	635.85	5410-31230-402410	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	1,099.00	6200-19110-405315	PCard Transaction Description: OFFICE SERVICES
01/09/2012	752210	U.S. Bank	94.52	2600-55140-402190	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	25.00	0100-12530-403575	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	65.98	5610-71120-402450	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	36.14	0100-12530-403575	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	115.00	5610-71150-402260	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	57.45	7180-21600-402290	PCard Transaction Description: MRO SUPPLIES
01/09/2012	752210	U.S. Bank	79.94	1500-21200-402120	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	29.95	5410-31230-402410	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	8.97	5410-31220-402290	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	29.99	0100-51120-402410	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	79.92	2110-31320-402290	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	44.97	2110-31320-402290	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	130.00	1500-21120-402260	PCard Transaction Description: WHOLESale TRADE

01/09/2012	752210	U.S. Bank	24.00	2600-55190-403222	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	135.00	5610-71130-403650	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	9.20	8720-51980-403650	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	19.00	8720-51980-403410	PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	20.24	8720-51980-403410	PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	20.24	8720-51980-403410	PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	58.01	8720-51980-403410	PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	83.46	8720-51980-403410	PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	117.00	0100-51120-402390	PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	269.57	5210-15940-402450	PCard Transaction Description: BUILDING SERVIC
01/09/2012	752210	U.S. Bank	170.54	5210-15930-402450	PCard Transaction Description: BUILDING SERVIC
01/09/2012	752210	U.S. Bank	144.00	5210-15910-402450	PCard Transaction Description: BUILDING SERVIC
01/09/2012	752210	U.S. Bank	300.00	5210-15910-402450	PCard Transaction Description: BUILDING SERVIC
01/09/2012	752210	U.S. Bank	300.00	5210-15920-402450	PCard Transaction Description: BUILDING SERVIC
01/09/2012	752210	U.S. Bank	300.00	5210-15940-402450	PCard Transaction Description: BUILDING SERVIC
01/09/2012	752210	U.S. Bank	5.10	5610-71150-402320	PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	110.00	6500-15670-403690	PCard Transaction Description: BUILDING SERVIC
01/09/2012	752210	U.S. Bank	60.24	0100-12200-403240	PCard Transaction Description: WHOLESale TRADE

01/09/2012 752210 U.S. Bank	32.00	0100-12200-403240 PCard Transaction Description: WHOLESALE TRADE
01/09/2012 752210 U.S. Bank	135.00	0100-11000-402190 PCard Transaction Description: OTHER
01/09/2012 752210 U.S. Bank	35.00	5610-71150-402290 PCard Transaction Description: OTHER
01/09/2012 752210 U.S. Bank	14.00	1500-21120-402260 PCard Transaction Description: OTHER
01/09/2012 752210 U.S. Bank	30.50	1500-21120-402260 PCard Transaction Description: OTHER
01/09/2012 752210 U.S. Bank	78.72	0100-51120-402330 PCard Transaction Description: WHOLESALE TRADE
01/09/2012 752210 U.S. Bank	9.85	5610-71130-402450 PCard Transaction Description: BUILDING SERVIC
01/09/2012 752210 U.S. Bank	1,003.10	5410-31220-402260 PCard Transaction Description: OTHER
01/09/2012 752210 U.S. Bank	398.60	5410-31230-402260 PCard Transaction Description: OTHER
01/09/2012 752210 U.S. Bank	72.00	2600-55120-402260 PCard Transaction Description: OTHER
01/09/2012 752210 U.S. Bank	907.20	2110-31320-402260 PCard Transaction Description: OTHER
01/09/2012 752210 U.S. Bank	595.70	6500-15670-403690 PCard Transaction Description: OTHER
01/09/2012 752210 U.S. Bank	421.75	6500-15660-402450 PCard Transaction Description: OTHER
01/09/2012 752210 U.S. Bank	307.41	6010-15530-402260 PCard Transaction Description: OTHER
01/09/2012 752210 U.S. Bank	7.15	0100-51120-403990 PCard Transaction Description: OTHER
01/09/2012 752210 U.S. Bank	7.15	0100-51120-403660 PCard Transaction Description: OTHER
01/09/2012 752210 U.S. Bank	10.74	0100-51420-402330 PCard Transaction Description: VEHICLE EXPENSE
01/09/2012 752210 U.S. Bank	50.00	6500-15660-402450 PCard Transaction Description: BUILDING SERVIC
01/09/2012 752210 U.S. Bank	135.12	6060-19310-402122 PCard Transaction Description: WHOLESALE TRADE
01/09/2012 752210 U.S. Bank	51.15	8720-51980-403650 PCard Transaction Description: WHOLESALE TRADE
01/09/2012 752210 U.S. Bank	215.62	2600-55160-402190 PCard Transaction Description: OFFICE SUPPLIES
01/09/2012 752210 U.S. Bank	1,560.00	2600-55160-402190 PCard Transaction Description: OFFICE SUPPLIES
01/09/2012 752210 U.S. Bank	250.57	5610-71120-402450 PCard Transaction Description: WHOLESALE TRADE
01/09/2012 752210 U.S. Bank	291.00	5610-71120-402240 PCard Transaction Description: WHOLESALE TRADE
01/09/2012 752210 U.S. Bank	55.11	5610-71120-402240 PCard Transaction Description: WHOLESALE TRADE

01/09/2012	752210	U.S. Bank	57.26	5610-71120-402240	PCard Transaction Description: WHOLES TRADE
01/09/2012	752210	U.S. Bank	97.59	6500-15660-402240	PCard Transaction Description: WHOLES TRADE
01/09/2012	752210	U.S. Bank	102.67	6500-15660-402240	PCard Transaction Description: WHOLES TRADE
01/09/2012	752210	U.S. Bank	129.22	6500-15660-402240	PCard Transaction Description: WHOLES TRADE
01/09/2012	752210	U.S. Bank	25.62	6500-15670-402240	PCard Transaction Description: WHOLES TRADE
01/09/2012	752210	U.S. Bank	85.08	6500-15670-402240	PCard Transaction Description: WHOLES TRADE
01/09/2012	752210	U.S. Bank	14.31	6500-15670-402240	PCard Transaction Description: WHOLES TRADE
01/09/2012	752210	U.S. Bank	288.96	6500-15660-402450	PCard Transaction Description: WHOLES TRADE
01/09/2012	752210	U.S. Bank	150.34	6500-15660-402240	PCard Transaction Description: WHOLES TRADE
01/09/2012	752210	U.S. Bank	24.26	6500-15670-402240	PCard Transaction Description: WHOLES TRADE
01/09/2012	752210	U.S. Bank	256.34	6500-15670-402240	PCard Transaction Description: WHOLES TRADE
01/09/2012	752210	U.S. Bank	13.66	5210-15910-403650	PCard Transaction Description: WHOLES TRADE
01/09/2012	752210	U.S. Bank	13.66	5210-15920-403650	PCard Transaction Description: WHOLES TRADE
01/09/2012	752210	U.S. Bank	13.66	5210-15930-403650	PCard Transaction Description: WHOLES TRADE
01/09/2012	752210	U.S. Bank	13.67	5210-15940-403650	PCard Transaction Description: WHOLES TRADE
01/09/2012	752210	U.S. Bank	145.71	5610-71150-402320	PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	-30.00	5610-71150-402320	PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	55.95	5610-71130-402320	PCard Transaction Description: VEHICLE EXPENSE

01/09/2012	752210	U.S. Bank	96.00	1500-21150-402285	PCard Transaction Description: OFFICE SERVICES
01/09/2012	752210	U.S. Bank	251.99	5610-71130-403653	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	168.80	5610-71130-402450	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	94.43	5610-71120-402450	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	108.75	2600-55160-402190	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	188.63	2600-55160-402190	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	100.00	2600-55110-403350	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	309.08	2600-55130-403210	PCard Transaction Description: OFFICE SERVICES
01/09/2012	752210	U.S. Bank	377.71	0100-11000-403210	PCard Transaction Description: OFFICE SERVICES
01/09/2012	752210	U.S. Bank	4.14	0100-51120-402290	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	1.00	0100-51120-402330	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	292.05	2110-31320-402320	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	55.49	2110-31320-402290	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	123.24	2110-31320-402290	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	12.64	0100-51120-402290	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	-7.41	2110-31320-402320	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	74.90	2110-31320-402290	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	123.13	2110-31320-402320	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	107.39	2110-31320-402320	PCard Transaction Description: WHOLESale TRADE

01/09/2012	752210	U.S. Bank	6.16	2110-31320-402320	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	345.43	1500-22240-402280	PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	33.45	2600-55140-402190	PCard Transaction Description: MAIL/TELEPHONE
01/09/2012	752210	U.S. Bank	270.75	2110-31320-402320	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	665.00	1500-21110-403170	PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	310.00	1500-21110-403170	PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	95.00	1500-21110-403170	PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	43.05	1500-21710-402220	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	128.97	6500-15660-402240	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	72.90	6500-15660-402240	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	135.17	0100-51270-402450	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	430.08	2600-55120-402240	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	334.99	2600-55120-402450	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	422.46	5710-71440-402450	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	102.45	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	3.00	0100-51420-402290	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	3.92	1500-22290-402490	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	233.51	5410-31230-402290	PCard Transaction Description: WHOLESALE TRADE

01/09/2012	752210	U.S. Bank	1,376.40	5610-71150-402390	PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	21.95	0100-51120-402390	PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	44.22	0100-51120-402390	PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	42.64	0100-51120-402390	PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	51.90	0100-51120-402390	PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	15.48	1500-21500-402120	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	65.91	5410-31220-402290	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	287.30	5410-31230-402290	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	335.67	5410-31230-402290	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	569.40	5610-71120-402240	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	97.01	5610-71120-402450	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	302.54	5610-71120-402240	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	125.08	5610-71120-402240	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	450.00	5610-71120-402240	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	120.40	0100-51220-402450	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	30.57	5210-15910-403970	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	29.00	5410-31230-403660	PCard Transaction Description: OFFICE SERVICES
01/09/2012	752210	U.S. Bank	10.00	5610-71170-403660	PCard Transaction Description: OFFICE SERVICES

01/09/2012	752210	U.S. Bank	68.50	2600-55120-403660	PCard Transaction Description: OFFICE SERVICES
01/09/2012	752210	U.S. Bank	37.50	5210-15910-403970	PCard Transaction Description: OFFICE SERVICES
01/09/2012	752210	U.S. Bank	75.00	5210-15940-403970	PCard Transaction Description: OFFICE SERVICES
01/09/2012	752210	U.S. Bank	75.00	5210-15930-403970	PCard Transaction Description: OFFICE SERVICES
01/09/2012	752210	U.S. Bank	75.00	5210-15920-403970	PCard Transaction Description: OFFICE SERVICES
01/09/2012	752210	U.S. Bank	17.60	6600-31100-403660	PCard Transaction Description: OFFICE SERVICES
01/09/2012	752210	U.S. Bank	26.40	6700-31410-403660	PCard Transaction Description: OFFICE SERVICES
01/09/2012	752210	U.S. Bank	56.00	6600-31100-403660	PCard Transaction Description: OFFICE SERVICES
01/09/2012	752210	U.S. Bank	84.00	6700-31410-403660	PCard Transaction Description: OFFICE SERVICES
01/09/2012	752210	U.S. Bank	87.00	1500-21110-403574	PCard Transaction Description: OFFICE SERVICES
01/09/2012	752210	U.S. Bank	467.00	5610-71150-402320	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	24.00	5610-71150-402320	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	109.50	5210-15940-402450	PCard Transaction Description: BUILDING SERVIC
01/09/2012	752210	U.S. Bank	212.00	6500-15670-403690	PCard Transaction Description: OFFICE SERVICES
01/09/2012	752210	U.S. Bank	44.62	5710-71430-402450	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	72.80	2090-44510-403210	PCard Transaction Description: OFFICE SERVICES
01/09/2012	752210	U.S. Bank	14.86	2660-67730-407291	PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	5.99	0100-51120-402290	PCard Transaction Description: VEHICLE EXPENSE

01/09/2012	752210	U.S. Bank	9.90	5610-71130-402320	PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	31.99	0100-51120-402330	PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	63.98	0100-51120-402320	PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	7.44	0100-51120-402410	PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	133.45	0100-51120-402330	PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	238.00	0100-51120-402410	PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	93.00	1500-21120-402120	PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	83.34	2600-55190-403227	PCard Transaction Description: OFFICE SERVICES
01/09/2012	752210	U.S. Bank	44.06	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	6.84	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	16.84	0100-51120-402330	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	56.96	2600-55120-403670	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	43.59	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	6.00	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	23.80	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	564.16	0100-51120-402330	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	115.67	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	210.51	5410-31230-402925	PCard Transaction Description: WHOLESALE TRADE

01/09/2012	752210	U.S. Bank	326.82	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	95.41	5610-71130-402450	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	46.25	0100-51120-402310	PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	21.00	5020-73120-402120	PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	10.50	5020-73120-402120	PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	199.95	5610-71150-402290	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	119.98	2600-55190-403222	PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	59.99	2600-55190-403222	PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	-98.70	0100-16110-403240	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	-23.10	5210-15910-402190	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	-23.10	5210-15920-402190	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	-23.10	5210-15930-402190	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	-23.10	5210-15940-402190	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	-92.39	6700-31410-402190	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	-37.40	2090-44510-402190	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	-74.02	2970-65010-402190	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	83.59	1500-21700-402190	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	97.68	5410-31210-402190	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	148.93	5410-31210-402190	PCard Transaction Description: WHOLESALE TRADE

01/09/2012	752210	U.S. Bank	349.00	5710-71470-402925	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	5.29	6010-15500-402190	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	138.75	6010-15500-402190	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	98.70	0100-16110-403240	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	6.12	0100-16110-402190	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	164.57	0100-16110-402190	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	25.89	5610-71100-403210	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	29.06	5610-71100-402190	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	3.39	5610-71100-403210	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	508.50	5610-71100-403210	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	134.63	2600-55110-403690	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	350.03	2600-55140-403690	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	53.84	2600-55130-403690	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	145.94	2600-55130-402190	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	167.30	2600-55110-402190	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	36.19	2600-55110-402190	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	4.79	5020-75000-402190	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	3.20	5120-85000-402190	PCard Transaction Description: WHOLESale TRADE

01/09/2012	752210	U.S. Bank	4.20	5020-73110-402190	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	2.80	5120-83110-402190	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	285.17	2400-43010-402190	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	481.92	2400-43010-402190	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	24.64	0100-17500-402110	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	36.27	0100-13130-402110	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	11.60	0100-13130-402110	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	8.76	5210-15910-402190	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	35.21	5210-15910-402190	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	35.21	5210-15920-402190	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	35.21	5210-15930-402190	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	35.21	5210-15940-402190	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	131.99	0100-51120-402190	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	13.01	0100-51210-402190	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	13.01	0100-51100-402190	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	140.33	2550-21460-402290	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	11.34	7180-21600-402290	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	56.28	5120-84000-402190	PCard Transaction Description: WHOLESale TRADE

01/09/2012	752210	U.S. Bank	10.27	5120-84000-402190	PCard Transaction Description: WHOLES TRADE
01/09/2012	752210	U.S. Bank	282.34	5120-84000-402190	PCard Transaction Description: WHOLES TRADE
01/09/2012	752210	U.S. Bank	212.92	5120-84000-402190	PCard Transaction Description: WHOLES TRADE
01/09/2012	752210	U.S. Bank	99.70	0100-43210-402190	PCard Transaction Description: WHOLES TRADE
01/09/2012	752210	U.S. Bank	104.39	6700-31410-402190	PCard Transaction Description: WHOLES TRADE
01/09/2012	752210	U.S. Bank	-12.00	6700-31410-402190	PCard Transaction Description: WHOLES TRADE
01/09/2012	752210	U.S. Bank	65.20	6700-31410-402190	PCard Transaction Description: WHOLES TRADE
01/09/2012	752210	U.S. Bank	55.60	6700-31410-402190	PCard Transaction Description: WHOLES TRADE
01/09/2012	752210	U.S. Bank	65.80	6050-15160-402160	PCard Transaction Description: WHOLES TRADE
01/09/2012	752210	U.S. Bank	224.40	6050-15160-402160	PCard Transaction Description: WHOLES TRADE
01/09/2012	752210	U.S. Bank	197.40	6050-15160-402160	PCard Transaction Description: WHOLES TRADE
01/09/2012	752210	U.S. Bank	98.70	6050-15160-402160	PCard Transaction Description: WHOLES TRADE
01/09/2012	752210	U.S. Bank	589.98	0100-15120-402190	PCard Transaction Description: WHOLES TRADE
01/09/2012	752210	U.S. Bank	52.33	0100-15120-402190	PCard Transaction Description: WHOLES TRADE
01/09/2012	752210	U.S. Bank	65.80	6050-15160-402160	PCard Transaction Description: WHOLES TRADE
01/09/2012	752210	U.S. Bank	88.13	0100-15120-402190	PCard Transaction Description: WHOLES TRADE
01/09/2012	752210	U.S. Bank	164.50	6050-15160-402160	PCard Transaction Description: WHOLES TRADE
01/09/2012	752210	U.S. Bank	186.36	2600-55140-402190	PCard Transaction Description: WHOLES TRADE

01/09/2012	752210	U.S. Bank	147.03	2600-55160-402190	PCard Transaction Description: WHOLES TRADE
01/09/2012	752210	U.S. Bank	8.00	2600-55160-402190	PCard Transaction Description: WHOLES TRADE
01/09/2012	752210	U.S. Bank	41.06	2600-55110-403360	PCard Transaction Description: WHOLES TRADE
01/09/2012	752210	U.S. Bank	11.00	6600-31100-402190	PCard Transaction Description: WHOLES TRADE
01/09/2012	752210	U.S. Bank	1,007.93	0100-12200-402190	PCard Transaction Description: WHOLES TRADE
01/09/2012	752210	U.S. Bank	43.56	1500-21200-402290	PCard Transaction Description: WHOLES TRADE
01/09/2012	752210	U.S. Bank	215.08	1500-21500-402190	PCard Transaction Description: WHOLES TRADE
01/09/2012	752210	U.S. Bank	255.64	2510-21870-402190	PCard Transaction Description: WHOLES TRADE
01/09/2012	752210	U.S. Bank	61.90	1500-21200-402631	PCard Transaction Description: WHOLES TRADE
01/09/2012	752210	U.S. Bank	58.99	1500-21500-405333	PCard Transaction Description: WHOLES TRADE
01/09/2012	752210	U.S. Bank	11.79	1500-21150-402285	PCard Transaction Description: WHOLES TRADE
01/09/2012	752210	U.S. Bank	65.61	1500-21500-402190	PCard Transaction Description: WHOLES TRADE
01/09/2012	752210	U.S. Bank	150.11	1500-21200-402290	PCard Transaction Description: WHOLES TRADE
01/09/2012	752210	U.S. Bank	11.61	1500-21150-402285	PCard Transaction Description: WHOLES TRADE
01/09/2012	752210	U.S. Bank	253.99	1500-21200-402290	PCard Transaction Description: WHOLES TRADE
01/09/2012	752210	U.S. Bank	122.26	1500-21500-402190	PCard Transaction Description: WHOLES TRADE
01/09/2012	752210	U.S. Bank	90.20	1500-21200-402290	PCard Transaction Description: WHOLES TRADE
01/09/2012	752210	U.S. Bank	118.03	1500-21500-402190	PCard Transaction Description: WHOLES TRADE

01/09/2012	752210	U.S. Bank	58.99	1500-21500-405333	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	215.36	6200-19110-402290	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	68.50	0100-17500-402110	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	280.12	6200-19110-402290	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	80.14	6200-19110-402190	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	17.29	6060-19310-402190	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	139.53	2090-44510-402190	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	82.40	2090-44510-402190	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	64.05	0100-51400-402190	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	143.79	0100-51100-402190	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	176.05	0100-51120-402190	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	12.23	2970-65010-402190	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	203.20	2970-65010-402190	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	74.02	2970-65010-402190	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	37.74	2710-67100-403240	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	19.09	2970-65010-402190	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	16.00	2970-65010-402190	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	34.46	5610-71100-402190	PCard Transaction Description: OFFICE SUPPLIES

01/09/2012	752210	U.S. Bank	15.52	0100-15120-402190	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	56.25	1500-21500-402190	PCard Transaction Description: OFFICE SUPPLIES
01/09/2012	752210	U.S. Bank	194.45	2110-31320-402320	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	3.83	0100-51120-402290	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	14.99	0100-51120-402260	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	41.55	2110-31320-402290	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	34.99	0100-51120-402260	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	14.98	0100-51120-402290	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	19.99	0100-51120-402290	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	39.99	0100-51120-402260	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	59.98	0100-51420-402290	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	41.96	5210-15230-402290	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	28.90	5410-31220-404270	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	79.98	0100-51120-402260	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	616.00	5410-31220-402290	PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	841.71	5410-31230-402320	PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	52.09	0100-51120-402390	PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	124.12	1500-21710-402220	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	690.15	5610-71120-402240	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	225.77	2600-55120-403670	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	368.08	5610-71130-402240	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	1,510.84	6500-15670-403690	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	649.49	6500-15670-403690	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	28.47	6500-15660-402240	PCard Transaction Description: WHOLESALE TRADE

01/09/2012	752210	U.S. Bank	5.96	6700-31410-402320	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	15.49	5610-71130-402450	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	19.94	2600-55190-403225	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	29.98	2600-55190-403336	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	25.98	2600-55190-403222	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	197.83	2600-55190-403225	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	11.99	2600-55190-403334	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	13.99	2600-55190-403222	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	185.90	0100-12530-403575	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	8.00	0100-12530-403575	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	162.00	2400-43010-403824	PCard Transaction Description: EATING/DRINKING
01/09/2012	752210	U.S. Bank	240.15	5610-71130-402320	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	386.37	5610-71150-402320	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	367.56	5610-71130-402320	PCard Transaction Description: WHOLESALE TRADE
01/09/2012	752210	U.S. Bank	8.58	0100-43210-402190	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	246.32	5610-71130-402320	PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	20.16	0100-51120-402290	PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	3.67	0100-51120-402290	PCard Transaction Description: VEHICLE EXPENSE
01/09/2012	752210	U.S. Bank	342.35	2110-31320-402920	PCard Transaction Description: OFFICE SERVICES

01/09/2012	752210	U.S. Bank	14.58	5210-15910-402120	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	14.58	5210-15920-402120	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	14.58	5210-15930-402120	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	14.58	5210-15940-402120	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	861.90	0100-12120-403390	PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	1,530.00	0100-51420-403650	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	1,020.00	0100-51420-403650	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	1,530.00	0100-51420-403650	PCard Transaction Description: WHOLESale TRADE
01/09/2012	752210	U.S. Bank	30.00	6200-19110-402190	PCard Transaction Description: OTHER
01/09/2012	752210	U.S. Bank	32.59	2110-31320-403410	PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	19.00	8720-51980-403410	PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	111.22	8720-51980-403410	PCard Transaction Description: BUSINESS EXPENS
01/09/2012	752210	U.S. Bank	270.52	8720-51980-403410	PCard Transaction Description: BUSINESS EXPENS

Regular City Council Meeting

Meeting Date: 02/13/2012

TITLE: Payment of Claims January 17, 2012.

PRESENTED BY: Pat M. Weber, Finance Director

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$864,210.07 have been audited and are presented for your approval for payment. A complete listing of the claims dated January 17, 2012, is available in the Finance Department.

ALTERNATIVES ANALYZED

No other alternatives were analyzed.

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.

AP Report> \$2,500 for 01/17/2012

Check Date	Check	Name	Amount	Account	Item Desc
01/17/2012	752231	Active Transportation Alternatives	5,667.00	2400-43010-403560	Alt Modes Coordinator December 2011
01/17/2012	752252	Brenntag Pacific Inc	4,980.28	2110-31320-404720	hicothaw
01/17/2012	752266	Cop Construction Co	135,050.83	5130-84910-409390	WO 09-26 WWTP CLARIFIER REHAB Payment #1
01/17/2012	752271	Dixie Petro-Chem	3,588.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 288430
01/17/2012	752272	Dowl Hkm	4,084.27	8450-31860-409310	WO 09-20 Rimrck Rd Forsythia Blvd to Shiloh Rd Payment #1
01/17/2012	752272	Dowl Hkm	42,271.89	5130-85910-409340	WO 12-01 2012 WATER & SEW ER REPLC PRJ Pymt#4
01/17/2012	752274	Ef Johnson Company	337.50	5210-15210-402120	HANDHELD RADIOS AND CHARGERS FOR ALL GARAGES
01/17/2012	752274	Ef Johnson Company	337.50	5210-15230-402120	HANDHELD RADIOS AND CHARGERS FOR ALL GARAGES
01/17/2012	752274	Ef Johnson Company	1,925.00	5210-15910-402120	HANDHELD RADIOS AND CHARGERS FOR ALL GARAGES
01/17/2012	752274	Ef Johnson Company	1,925.00	5210-15920-402120	HANDHELD RADIOS AND CHARGERS FOR ALL GARAGES
01/17/2012	752274	Ef Johnson Company	1,925.00	5210-15930-402120	HANDHELD RADIOS AND CHARGERS FOR ALL GARAGES
01/17/2012	752274	Ef Johnson Company	1,925.00	5210-15940-402120	HANDHELD RADIOS AND CHARGERS FOR ALL GARAGES
01/17/2012	752282	Fisher Construction	7,964.29	5210-15910-402450	REPAIR OF PARK 1 STAIRS
01/17/2012	752291	Hardrives Asphalt Co	49,509.83	2050-31310-409390	WO 11-03 2011 STREET MAINTENCE - CRACK SEAL Pymt# 2
01/17/2012	752296	Ingram Library Services	171.40	2600-55190-403226	2129501
01/17/2012	752296	Ingram Library Services	43.94	2600-55190-403222	21295020
01/17/2012	752296	Ingram Library Services	31.58	2600-55190-403226	21295020
01/17/2012	752296	Ingram Library Services	15.92	2600-55190-403227	21295020
01/17/2012	752296	Ingram Library Services	139.50	2600-55190-403226	Invoice 2129503
01/17/2012	752296	Ingram Library Services	29.48	2600-55190-403333	Invoice 2129504
01/17/2012	752296	Ingram Library Services	10.59	2600-55190-403227	Invoice 2129505
01/17/2012	752296	Ingram Library Services	47.96	2600-55190-403227	Invoice 2129506
01/17/2012	752296	Ingram Library Services	14.74	2600-55190-403226	Invoice 2129507

01/17/2012	752296	Ingram Library Services	165.56	2600-55190-403227 Invoice	2129508
01/17/2012	752296	Ingram Library Services	118.53	2600-55190-403255 Invoice	2129508
01/17/2012	752296	Ingram Library Services	104.26	2600-55190-403333 Invoice	2129508
01/17/2012	752296	Ingram Library Services	478.34	2600-55190-403241 Invoice	21299509
01/17/2012	752296	Ingram Library Services	149.02	2600-55190-403242 Invoice	21299509
01/17/2012	752296	Ingram Library Services	16.48	2600-55190-403242 Invoice	2160234
01/17/2012	752296	Ingram Library Services	17.94	2600-55190-403227 Invoice	2160235
01/17/2012	752296	Ingram Library Services	34.49	2600-55190-403333 Invoice	2160235
01/17/2012	752296	Ingram Library Services	17.94	2600-55190-403227 Invoice	2160236
01/17/2012	752296	Ingram Library Services	43.59	2600-55190-403333 Invoice	2160236
01/17/2012	752296	Ingram Library Services	52.30	2600-55190-403241 Invoice	2160237
01/17/2012	752296	Ingram Library Services	15.33	2600-55190-403226 Invoice	2230474
01/17/2012	752296	Ingram Library Services	67.17	2600-55190-403382 Invoice	2230475
01/17/2012	752296	Ingram Library Services	14.75	2600-55190-403226 Invoice	2230476
01/17/2012	752296	Ingram Library Services	43.98	2600-55190-403222 Invoice	2230477
01/17/2012	752296	Ingram Library Services	68.32	2600-55190-403226 Invoice	2230477
01/17/2012	752296	Ingram Library Services	33.04	2600-55190-403227 Invoice	2230477
01/17/2012	752296	Ingram Library Services	51.34	2600-55190-403226 Invoice	2230478
01/17/2012	752296	Ingram Library Services	12.00	2600-55190-403226 Invoice	2230479
01/17/2012	752296	Ingram Library Services	1,525.40	2600-55190-403333 Invoice	2230480
01/17/2012	752296	Ingram Library Services	10.97	2600-55190-403222 Invoice	2247057
01/17/2012	752296	Ingram Library Services	11.03	2600-55190-403227 Invoice	2247058
01/17/2012	752296	Ingram Library Services	32.19	2600-55190-403241 Invoice	2247059
01/17/2012	752296	Ingram Library Services	33.52	2600-55110-407930 Invoice	02247060
01/17/2012	752296	Ingram Library Services	18.54	2600-55190-403226 Invoice	2261554
01/17/2012	752296	Ingram Library Services	983.38	2600-55190-403333 Invoice	2261555
01/17/2012	752296	Ingram Library Services	167.30	2600-55190-403334 Invoice	2261555
01/17/2012	752296	Ingram Library Services	10.99	2600-55190-403222 Invoice	2261556
01/17/2012	752296	Ingram Library Services	371.07	2600-55190-403226 Invoice	2261556
01/17/2012	752296	Ingram Library Services	175.12	2600-55190-403227 Invoice	2261556
01/17/2012	752296	Ingram Library Services	63.66	2600-55190-403255 Invoice	2261556
01/17/2012	752296	Ingram Library Services	540.00	2600-55110-407930 Invoice	02261557
01/17/2012	752296	Ingram Library Services	1,411.20	2600-55190-403333 Invoice	2273579
01/17/2012	752296	Ingram Library Services	12.39	2600-55190-403333 Invoice	2299230
01/17/2012	752296	Ingram Library Services	606.90	2600-55190-403333 Inv	2299231
01/17/2012	752296	Ingram Library Services	64.84	2600-55190-403334 Inv	2299231
01/17/2012	752296	Ingram Library Services	60.24	2600-55190-403226 Invoice	2299232

01/17/2012	752296	Ingram Library Services	75.22	2600-55190-403227 Invoice 2299232
01/17/2012	752296	Ingram Library Services	14.74	2600-55190-403255 Invoice 2299232
01/17/2012	752296	Ingram Library Services	14.75	2600-55190-403226 Invoice 2299233
01/17/2012	752296	Ingram Library Services	25.95	2600-55190-403226 Invoice 2429356
01/17/2012	752296	Ingram Library Services	25.95	2600-55190-403226 Invoice 2429357
01/17/2012	752296	Ingram Library Services	9.59	2600-55190-403382 Invoice 2429358
01/17/2012	752296	Ingram Library Services	8.39	2600-55190-403226 Invoice 2429359
01/17/2012	752296	Ingram Library Services	33.07	2600-55190-403241 Invoice 2429360
01/17/2012	752296	Ingram Library Services	15.90	2600-55190-403226 Invoice 2429361
01/17/2012	752296	Ingram Library Services	19.24	2600-55190-403222 Invoice 2429362
01/17/2012	752296	Ingram Library Services	73.65	2600-55190-403226 Invoice 2429362
01/17/2012	752296	Ingram Library Services	41.39	2600-55190-403226 Invoice 2429363
01/17/2012	752296	Ingram Library Services	16.47	2600-55190-403222 Invoice 2429364
01/17/2012	752296	Ingram Library Services	8.39	2600-55190-403227 Invoice 2429364
01/17/2012	752296	Ingram Library Services	14.72	2600-55190-403227 Invoice 2429365
01/17/2012	752296	Ingram Library Services	20.04	2600-55190-403333 Invoice 2429365
01/17/2012	752296	Ingram Library Services	43.56	2600-55190-403241 Invoice 2429366
01/17/2012	752296	Ingram Library Services	20.04	2600-55190-403333 Invoice 2429367
01/17/2012	752296	Ingram Library Services	15.32	2600-55190-403333 Invoice 2429368
01/17/2012	752296	Ingram Library Services	26.69	2600-55190-403226 Invoice 2429369
01/17/2012	752296	Ingram Library Services	79.85	2600-55190-403226 Invoice 2429370
01/17/2012	752296	Ingram Library Services	45.73	2600-55190-403255 Invoice 2429370
01/17/2012	752296	Ingram Library Services	11.77	2600-55190-403333 Invoice 2429371
01/17/2012	752296	Ingram Library Services	11.97	2600-55190-403227 Invoice 2487286
01/17/2012	752296	Ingram Library Services	26.08	2600-55190-403333 Invoice 2487286
01/17/2012	752296	Ingram Library Services	10.02	2600-55190-403333 Invoice 2487287
01/17/2012	752296	Ingram Library Services	14.72	2600-55190-403226 Invoice 2487288
01/17/2012	752296	Ingram Library Services	17.70	2600-55190-403227 Invoice 2487288
01/17/2012	752296	Ingram Library Services	75.41	2600-55190-403333 Invoice 2487289
01/17/2012	752296	Ingram Library Services	352.43	2600-55190-407930 Invoice 2487289
01/17/2012	752296	Ingram Library Services	1.00	2600-55190-403227 Invoice 1063906 Balance Due
01/17/2012	752299	Istate Truck Center	104,384.00	2110-31320-409420 FLATBED TRUCK WITH HYDRAU LIC TELESCOPING CRANE
01/17/2012	752299	Istate Truck Center	-14,000.00	2110-31320-409420 TRADE IN OF UNIT #1150
01/17/2012	752299	Istate Truck Center	1,535.00	2110-31320-409420 5 YR TRANSMISSION/ENGINE WARRANT
01/17/2012	752301	Jims Electric Service	4,064.00	5020-74000-402360 rebuild motor

01/17/2012	752306	L N Curtis & Sons	6,280.00	1500-22310-402690	HURST,ML28 SPREADER,LOW P RESSURE/STREMLN CONNECTRS
01/17/2012	752306	L N Curtis & Sons	4,440.00	1500-22290-402490	HURST MOC II CUTTER, LOW PRESSURE W/STRMLINE CONNT
01/17/2012	752306	L N Curtis & Sons	1,150.00	1500-22290-402490	HURST HOSE 30FT/BLUE W/ST REAMLINE CONNECTORS/BOTH
01/17/2012	752306	L N Curtis & Sons	2,440.00	1500-22310-402690	HURST 60C RAM,LOW PRESSUR E,STREAMLINE CONNECTORS
01/17/2012	752306	L N Curtis & Sons	5,000.00	1500-22310-402690	HURST ML-4G-AV,MINI MATE POWER UNIT/AUTO SELECT
01/17/2012	752306	L N Curtis & Sons	240.00	1500-22290-402490	180R017: LP HYD FLUID / BLUE (GALLON)
01/17/2012	752307	Labor Ready Inc	3,475.06	5410-31230-403581	labor at landfill inv# 15656958
01/17/2012	752307	Labor Ready Inc	1,046.88	5410-31230-403581	paper cleanup at landfill inv# 15669250
01/17/2012	752315	MONTANA CSED	5,018.63	9000-00000-209926	Child Support
01/17/2012	752317	Montana Municipal Interlocal	22,990.66	6300-17530-407311	Inv. 1211003 January 2012 Deductible Recovery Invoice
01/17/2012	752325	Northwest Fuel Systems	8,626.90	5610-71170-402450	Removal of underground storage tank at the old car rental facility per MDEQ tank removal criteria
01/17/2012	752327	Northwestern Energy	54.96	1500-22210-403410	07125321
01/17/2012	752327	Northwestern Energy	104.12	5610-71130-403410	07125339
01/17/2012	752327	Northwestern Energy	176.33	0100-51410-403410	07125388
01/17/2012	752327	Northwestern Energy	83.45	5120-85000-403410	07233836
01/17/2012	752327	Northwestern Energy	172.33	5020-74000-403410	11422532
01/17/2012	752327	Northwestern Energy	54.25	0100-51120-403410	18494088
01/17/2012	752327	Northwestern Energy	245.91	5020-74000-403410	19209519
01/17/2012	752327	Northwestern Energy	186.06	5610-71190-403440	20041848-7. QTA Hertz Detail Bay 1 December 2011 utilities
01/17/2012	752327	Northwestern Energy	8,703.88	2600-55120-403410	Electric 11/15/11-12/15/11
01/17/2012	752327	Northwestern Energy	3,404.15	5710-71430-403410	Electricity for Metroplex 11/2/11 to 12/27/11
01/17/2012	752327	Northwestern Energy	187.16	5120-85000-403410	power charges
01/17/2012	752327	Northwestern Energy	517.88	5020-74000-403410	01004787
01/17/2012	752327	Northwestern Energy	15.31	5610-71130-403410	07125347
01/17/2012	752327	Northwestern Energy	625.29	5710-71430-403410	07192255
01/17/2012	752327	Northwestern Energy	7.30	8720-51980-403410	07233844
01/17/2012	752327	Northwestern Energy	17.33	5020-74000-403410	11608072
01/17/2012	752327	Northwestern Energy	7.30	5020-74000-403410	18672659

01/17/2012	752327	Northwestern Energy	212.63	5610-71190-403440	2001855-2. QTA National/Alamo Detail Bay 2 December 2011 utilities
01/17/2012	752327	Northwestern Energy	2,319.09	5020-74000-403410	01005404
01/17/2012	752327	Northwestern Energy	222.25	5610-71130-403410	07125354
01/17/2012	752327	Northwestern Energy	262.87	1500-22210-403410	07208176
01/17/2012	752327	Northwestern Energy	8.92	8720-51980-403410	07233851
01/17/2012	752327	Northwestern Energy	980.48	1500-21710-403410	11834835
01/17/2012	752327	Northwestern Energy	63.22	0100-51120-403410	19049444
01/17/2012	752327	Northwestern Energy	117.18	5610-71190-403440	2001862-8. QTA Enterprise Detail Bay 3 December utilities
01/17/2012	752327	Northwestern Energy	2,319.09	5020-74000-403410	01005404
01/17/2012	752327	Northwestern Energy	35.69	5610-71130-403410	07127913
01/17/2012	752327	Northwestern Energy	10.43	5020-74000-403410	07222490
01/17/2012	752327	Northwestern Energy	8.92	8720-51980-403410	07233869
01/17/2012	752327	Northwestern Energy	7.61	0100-51120-403410	12422226
01/17/2012	752327	Northwestern Energy	13.09	0100-51120-403410	19412436
01/17/2012	752327	Northwestern Energy	247.31	5610-71190-403440	20018651. QTA Avis Detail Bay 4 December utilities
01/17/2012	752327	Northwestern Energy	40.95	5610-71130-403410	07127954
01/17/2012	752327	Northwestern Energy	7.30	0100-51120-403410	07222532
01/17/2012	752327	Northwestern Energy	8.92	8720-51980-403410	07233877
01/17/2012	752327	Northwestern Energy	45.42	0100-51120-403410	12488631
01/17/2012	752327	Northwestern Energy	8.03	8720-51980-403410	19486679
01/17/2012	752327	Northwestern Energy	133.63	5610-71190-403440	2001867-7. QTA Thrifty Detail Bay 5 December 2011 utilities
01/17/2012	752327	Northwestern Energy	26.07	5610-71130-403410	07127970
01/17/2012	752327	Northwestern Energy	9.24	0100-51120-403410	07222581
01/17/2012	752327	Northwestern Energy	8.92	8720-51980-403410	07233885
01/17/2012	752327	Northwestern Energy	5.15	5020-74000-403410	13466735
01/17/2012	752327	Northwestern Energy	15.42	5610-71170-403410	07128051
01/17/2012	752327	Northwestern Energy	15.45	0100-51120-403410	07222599
01/17/2012	752327	Northwestern Energy	5.01	0100-51120-403410	07233919
01/17/2012	752327	Northwestern Energy	3.34	8720-51980-403410	07233919
01/17/2012	752327	Northwestern Energy	62.53	8720-51980-403410	15138001
01/17/2012	752327	Northwestern Energy	7.52	5610-71130-403410	07128135
01/17/2012	752327	Northwestern Energy	2,072.09	5020-74000-403410	07222706
01/17/2012	752327	Northwestern Energy	8.92	8720-51980-403410	07233927

01/17/2012	752327	Northwestern Energy	30.61	8720-51980-403410	15138027
01/17/2012	752327	Northwestern Energy	2,175.53	5610-71130-403410	07195431
01/17/2012	752327	Northwestern Energy	9.05	0100-51120-403410	07222722
01/17/2012	752327	Northwestern Energy	6.04	8720-51980-403410	07222722
01/17/2012	752327	Northwestern Energy	8.05	8720-51980-403410	07233935
01/17/2012	752327	Northwestern Energy	16.68	8720-51980-403410	15138043
01/17/2012	752327	Northwestern Energy	34.82	5610-71130-403410	07197593
01/17/2012	752327	Northwestern Energy	121.84	0100-51120-403410	07222730
01/17/2012	752327	Northwestern Energy	7.30	8720-51980-403410	07233943
01/17/2012	752327	Northwestern Energy	8.24	8720-51980-403410	15143886
01/17/2012	752327	Northwestern Energy	29.66	5610-71130-403410	07197601
01/17/2012	752327	Northwestern Energy	11.92	0100-51120-403410	07222748
01/17/2012	752327	Northwestern Energy	7.30	8720-51980-403410	07233950
01/17/2012	752327	Northwestern Energy	52.02	5210-15240-403410	15696313
01/17/2012	752327	Northwestern Energy	33.14	5610-71130-403410	07197619
01/17/2012	752327	Northwestern Energy	100.07	0100-51120-403410	07222755
01/17/2012	752327	Northwestern Energy	7.30	8720-51980-403410	07233968
01/17/2012	752327	Northwestern Energy	7.30	0100-51120-403410	15882624
01/17/2012	752327	Northwestern Energy	36.00	5610-71130-403410	07197627
01/17/2012	752327	Northwestern Energy	30.11	0100-51120-403410	07222789
01/17/2012	752327	Northwestern Energy	7.30	8720-51980-403410	07233976
01/17/2012	752327	Northwestern Energy	30.39	5610-71130-403410	07202963
01/17/2012	752327	Northwestern Energy	15.31	0100-51120-403410	07222797
01/17/2012	752327	Northwestern Energy	7.30	8720-51980-403410	07233984
01/17/2012	752327	Northwestern Energy	7.30	0100-51120-403410	07222805
01/17/2012	752327	Northwestern Energy	696.19	5120-85000-403410	07234040
01/17/2012	752327	Northwestern Energy	7.30	0100-51120-403410	07222813
01/17/2012	752327	Northwestern Energy	7.30	8720-51980-403410	07238355
01/17/2012	752327	Northwestern Energy	7.30	0100-51120-403410	07222839
01/17/2012	752327	Northwestern Energy	9.24	8720-51980-403410	07238363
01/17/2012	752327	Northwestern Energy	7.30	0100-51120-403410	07222847
01/17/2012	752327	Northwestern Energy	7.30	8720-51980-403410	07238405
01/17/2012	752327	Northwestern Energy	15.31	0100-51120-403410	07228083
01/17/2012	752327	Northwestern Energy	337.92	5120-85000-403410	07238785
01/17/2012	752327	Northwestern Energy	9.52	0100-51120-403410	07228521
01/17/2012	752327	Northwestern Energy	12.75	8720-51980-403410	07238793
01/17/2012	752327	Northwestern Energy	9.24	0100-51120-403410	07228620

01/17/2012	752327	Northwestern Energy	7.72	8720-51980-403410	07238835
01/17/2012	752327	Northwestern Energy	253.74	0100-51120-403410	07229016
01/17/2012	752327	Northwestern Energy	93.04	0100-51120-403410	07238843
01/17/2012	752327	Northwestern Energy	8.55	0100-51120-403410	07229768
01/17/2012	752327	Northwestern Energy	7.94	8720-51980-403410	07238850
01/17/2012	752327	Northwestern Energy	219.80	0100-51120-403410	07229958
01/17/2012	752327	Northwestern Energy	17.64	0100-51120-403410	07238876
01/17/2012	752327	Northwestern Energy	77.92	0100-51120-403410	07230055
01/17/2012	752327	Northwestern Energy	13.63	0100-51120-403410	08134892
01/17/2012	752327	Northwestern Energy	7.30	0100-51120-403410	07230253
01/17/2012	752327	Northwestern Energy	8.05	8720-51980-403410	08814550
01/17/2012	752327	Northwestern Energy	7.30	0100-51120-403410	07230469
01/17/2012	752327	Northwestern Energy	7.30	0100-51120-403410	09789173
01/17/2012	752327	Northwestern Energy	13.31	0100-51120-403410	07230493
01/17/2012	752327	Northwestern Energy	18.84	0100-51120-403410	07230535
01/17/2012	752327	Northwestern Energy	17.64	0100-51120-403410	07230642
01/17/2012	752327	Northwestern Energy	17.64	0100-51120-403410	07230659
01/17/2012	752329	One Eighty Communications	40.60	5610-71100-403450	Airport Alarm
01/17/2012	752329	One Eighty Communications	3,801.29	6060-19310-403450	Main Bill Acct 00001906
01/17/2012	752329	One Eighty Communications	195.67	6060-19310-403450	Main Bill T-1 Account 00018768
01/17/2012	752329	One Eighty Communications	39.00	1500-21110-403450	CPC line 247-8592 Account 00018768
01/17/2012	752329	One Eighty Communications	46.00	0100-51120-403450	Dehler Park line 867-7275
01/17/2012	752329	One Eighty Communications	489.86	6700-31410-403450	Depot 60%
01/17/2012	752329	One Eighty Communications	326.56	6600-31100-403450	Depot 40%
01/17/2012	752329	One Eighty Communications	79.95	6200-19110-403452	IT Internet Connection
01/17/2012	752329	One Eighty Communications	10.00	1500-22250-403450	Comm Center Long Distance Charges
01/17/2012	752329	One Eighty Communications	259.00	2600-55180-403590	Library Internet
01/17/2012	752333	Pierce Mobile Homes & Rvs	4,670.00	7180-21600-402120	8X20 Storage Container for Evidence
01/17/2012	752334	Polydyne Inc	47,025.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 288437
01/17/2012	752335	Power Service Of Montana Inc	8,807.00	5120-84000-402450	MONYO PUMP MODEL # 1E22G1CDQ3AAA
01/17/2012	752335	Power Service Of Montana Inc	138.23	5120-84000-402450	freight
01/17/2012	752338	Public Works-Administration	1,570.40	5050-75150-403671	Eng Permits Inv 141452
01/17/2012	752338	Public Works-Administration	1,550.00	5020-75000-403680	Eng Permits Inv 141452
01/17/2012	752351	Sam's Club	76,929.00	1980-15060-407840	SID 1385 reimbursement

01/17/2012	752357	Stancil Solutions	3,915.00	2250-22320-403590	MAINT:OPTION #4/BILLINGS 911 CENTER - 02/02/2012 - 02/01/2013: ON 0706-A048-10APY-3521, OPTION 4 SERVICE PROVIDES 24hrs A DAY, 7-DAYS A WEEK TELEPHONE/HELPLINE SUPPORT, DIAGNOSTICS SUPPORT, SOFTWARE UPDATES & HARDWARE SUPPORT.
01/17/2012	752360	Sundown Security	1,480.25	5610-71100-403581	Invoice #38258. Skycap services 12/23/11-12/29/11
01/17/2012	752360	Sundown Security	184.00	0100-15120-403590	pick up from depot and pud, deliver to city hall
01/17/2012	752360	Sundown Security	114.00	5020-73110-403962	pick up from depot and pud, deliver to city hall
01/17/2012	752360	Sundown Security	114.00	5120-83110-403962	pick up from depot and pud, deliver to city hall
01/17/2012	752360	Sundown Security	213.50	6600-31100-403590	pick up from depot and pud, deliver to city hall
01/17/2012	752360	Sundown Security	184.00	0100-15120-403590	pick up from depot and pud, deliver to city hall
01/17/2012	752360	Sundown Security	114.00	5020-73110-403962	pick up from depot and pud, deliver to city hall
01/17/2012	752360	Sundown Security	114.00	5120-83110-403962	pick up from depot and pud, deliver to city hall
01/17/2012	752360	Sundown Security	213.50	6600-31100-403590	pick up from depot and pud, deliver to city hall
01/17/2012	752360	Sundown Security	1,387.25	5610-71100-403581	Skycap services 12/9/11-12/15/11
01/17/2012	752360	Sundown Security	363.00	0100-15120-403590	pick up and deliver mail boxes 1819 & 1178
01/17/2012	752360	Sundown Security	363.00	0100-15120-403590	pick up and deliver mail boxes 1819 & 1178
01/17/2012	752361	Sunset Excavation	30,393.00	5050-75150-403671	WATER SERVICE REPAIR LIST 06.17.11 Invoice 236109
01/17/2012	752363	Terracon Consultants Western Inc	4,183.88	2340-13400-407291	Inv. T259415 Naval Reserve
01/17/2012	752365	Town & Country Supply Association	809.91	1500-22260-402310	FIRE1: UNLEADED FUEL (300 GALLONS) DELIVERED ON 1/4/2012
01/17/2012	752365	Town & Country Supply Association	24,821.50	5610-71130-402310	Invoice #87653. Bulk purchase of fuel for Airport Ops
01/17/2012	752365	Town & Country Supply Association	23,054.08	5610-71180-402313	Invoice #88852. QTA car rental fuel.
01/17/2012	752365	Town & Country Supply Association	11,986.92	6010-00000-141000	MP PO NUM 288450
01/17/2012	752365	Town & Country Supply Association	671.70	1500-22260-402310	FIRE1: DIESEL/BLENDED (220 GALLONS) DELIVERED ON 1/4/2012
01/17/2012	752365	Town & Country Supply Association	18,042.37	6010-00000-141000	MP PO NUM 288451
01/17/2012	752365	Town & Country Supply Association	714.45	1500-22260-402310	FIRE5:DIESEL/BLENDED (234 GALLONS) DELIVERED ON 1/4/2012
01/17/2012	752365	Town & Country Supply Association	11,033.60	6010-00000-141000	MP PO NUM 288452
01/17/2012	752365	Town & Country Supply Association	20,938.35	6010-00000-141714	MP PO NUM 288453
01/17/2012	752368	Tristate Equipment	9.70	5410-31220-402320	MP

01/17/2012	752368	Tristate Equipment	48.88	5410-31230-402320 MP
01/17/2012	752368	Tristate Equipment	18.63	6010-00000-141000 MP PO NUM 288457
01/17/2012	752368	Tristate Equipment	24.00	5410-31230-402320 MP
01/17/2012	752368	Tristate Equipment	544.72	5410-31220-402320 MP
01/17/2012	752368	Tristate Equipment	51.94	5410-31220-402320 MP
01/17/2012	752368	Tristate Equipment	104.79	5410-31220-402320 MP
01/17/2012	752368	Tristate Equipment	25.55	5410-31220-402320 MP
01/17/2012	752368	Tristate Equipment	65.08	5410-31230-402320 MP
01/17/2012	752368	Tristate Equipment	45.00	5410-31230-402320 MP
01/17/2012	752368	Tristate Equipment	3,384.02	5410-31230-402320 MP
01/17/2012	752368	Tristate Equipment	54.63	5410-31220-402320 MP
01/17/2012	752368	Tristate Equipment	108.34	5410-31230-402320 MP
01/17/2012	752368	Tristate Equipment	32.26	5410-31230-402320 MP
01/17/2012	752368	Tristate Equipment	140.50	2110-31320-402320 MP
01/17/2012	752368	Tristate Equipment	79.83	5410-31230-402320 MP
01/17/2012	752380	Yellowstone County Gis	27,500.00	2250-22320-403590 GIS SERVICE FOR 911 CENTER: JANUARY 2012 / YEAR 1 OF 3 PAYMENT
01/17/2012	752382	Yellowstone Electric Co	27,573.00	2250-22320-403590 JOB #12715: LABOR & MATERIALS TO INSTALL NEW 208v 3-PHASE UPS;NEW 70AMP FEEDER; NEW PANEL UPS-4;WIRE EIGHT 911 CENTER WORKSTATIONS PER SERVICES AGREEMENT DATED 5-DEC-2011
01/17/2012	752382	Yellowstone Electric Co	996.05	5210-15940-402450 P4 LIGHTING REPAIRS
01/17/2012	752382	Yellowstone Electric Co	-275.73	2250-22320-403590 LESS 1% GRT (CONTRACTOR'S GROSS RECEIPTS TAX)WITHHOLDING AS REQUIRED FOR CONTRACTS OVER \$5000

Regular City Council Meeting

Meeting Date: 02/13/2012

TITLE: Beartooth RC&D, Economic Development District Memorandum of Agreement

PRESENTED BY: Bruce McCandless, Asst. City Administrator

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The City of Billings annually approves a Memorandum of Understanding (MOU) with the Beartooth RC&D Economic Development District (District). The 2011 MOU was approved by Council on February 14, 2011. This agreement's term is from the date of execution through December 31, 2012. The District's 2011 annual activities report will be delivered to Councilmembers at the meeting and the RC&D will make a short presentation.

The MOU and the funding provided by the City (\$9,447.59) ensures the City's participation in and access to the District's economic development/grant writing service. The City appoints one member to the District, and that position is presently occupied by Councilmember Ulledalen.

ALTERNATIVES ANALYZED

The City Council may approve or disapprove the MOU. Disapproving it would make the economic development and grant writing services inaccessible.

FINANCIAL IMPACT

The City's approved FY 2012 budget for this item is \$10,000. The 2012 request is 1.9% higher than in 2011.

RECOMMENDATION

Staff recommends that the City Council approve the 2012 MOU with the Beartooth RC&D Economic Development District and authorize the \$9,447.59 payment for 2012.

APPROVED BY CITY ADMINISTRATOR

Attachments

Beartooth MOU

A
MEMORANDUM OF UNDERSTANDING
between
Yellowstone County Commissioners
and
the Beartooth RC&D Economic Development District

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this ____ day of _____, 2012, by and between the **Beartooth RC&D, Economic Development District**, whose principal business address is P.O. Box 180, Joliet, Montana 59041, hereinafter referred to as “Beartooth RC&D” and **Yellowstone County Commissioners (in cooperation with the City of Billings, City of Laurel, and Big Sky EDA)**, and hereinafter referred to as “**the Entity**”.

WHEREAS, The Beartooth RC&D has been formally recognized by the U.S. Department of Commerce, Economic Development Administration (EDA) as a designated Economic Development District (EDD), and As a District, the Beartooth RC&D has been awarded funding to carry out its Comprehensive Economic Development Strategy (CEDS). This funding will provide a staff person, administrative support and operating costs. This is a continual grant, renewable based on successful program operation and availability of federal funds. Local match is required.

WHEREAS, Each entity participating in the District will designate a representative and an alternate to the regional Economic Development Committee. This individual will convey the needs and development goals of the local entity to the committee. Regular meetings will be held every two months to assess project status, assign workload and evaluate progress.

NOW THEREFORE IT IS UNDERSTOOD AS FOLLOWS:

ARTICLE 1: SCOPE OF WORK:

Beartooth RC&D employs an Economic Development Coordinator to assist in Economic Development efforts in the region. The Coordinator’s time will be allocated consistent with the goals in the Comprehensive Economic Development Strategy by the regional Economic Development Committee. The Committee is composed of one representative and an alternate from Big Horn, Carbon, Stillwater, Sweet Grass and Yellowstone Counties, Crow Tribe and Big Sky Economic Development Authority. Input to this Committee by local entities is essential for obtaining the services of the Coordinator.

Higher priority will be assigned projects of regional scope or projects with strong local leadership. Grant funding for this position is from EDA, therefore, emphasis will be on regional economic development planning and projects which have a correlation to job creation. Matching funds are from participating entities and emphasis will be placed on their specified projects. Specific items of work for this project year are detailed in the attached “Annual Report and Update”. It is understood that this Annual Report will be presented each year.

Annual Evaluation:

The performance of the Economic Development Coordinator will be evaluated annually by local entities participating on the regional Economic Development Committee. Progress and/or

accomplishments on each program/project will be evaluated to ensure resources are being utilized in the most effective and efficient manner possible.

ARTICLE 2: PERIOD OF PERFORMANCE:

The term of this Memorandum of Understanding shall be from the date it is signed through **December 31, 2012**, unless extended by mutual agreement by both parties. Such extension must be in writing, signed by authorized representatives of both parties, and made a part of the original Memorandum of Understanding by modification reference. This Memorandum of Understanding supersedes the prior Memorandum for participation in the Economic Development District.

ARTICLE 3: PAYMENT:

The Entity's annual contribution will be **\$3,500.00** as a "Membership" fee plus a per capita assessment of **.1537** cents per person. These funds will provide the necessary match to obtain the \$52,000.00 in federal funds. Entities who do not participate financially in the match requirement will not receive services from the Economic Development Coordinator. The calculated fee for **Yellowstone County** is **\$26,243.30** this figure is based from the **\$3,500.00** county fee plus **\$22,743.30** based on a per capita formula whereby a population of **147,972** was used from the 2010 Census. Yellowstone County's full payment will be separated into a four-way payment system. Each entity within the county will pay a percentage (%) similar to the previous year. Big Sky EDA- 34% or **\$8,822.72**, City of Billings- 36% or **\$9,447.59**, City of Laurel- 6% or **\$1,574.60** and Yellowstone County- 24% or **\$6,298.39**.

Annually, the Beartooth RC&D/EDD staff will provide a comprehensive report of the past year's activity. A new Memorandum of Understanding will be prepared and a request for the following year's match submitted. Entities will be billed for match funds after January 1, 2012, for the current year's assessment.

Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment, and incidentals necessary to complete the.

ARTICLE 4: EXAMINATION OF RC&D RECORDS:

The Entities or their representatives shall have the right to examine any books, records, or other documents of the Beartooth RC&D directly relating to costs when such costs are the basis of compensation hereunder.

ARTICLE 5: OWNERSHIP AND USE OF DOCUMENTS:

Reproducible copies of all documents and other materials produced by the Beartooth RC&D in connection with the services rendered under this memorandum of understanding shall be provided to the Entity for the Entity's use whether the project for which they are made is executed or not. The Beartooth RC&D shall be permitted to retain originals, including reproducible originals, of drawings and specifications for information, reference and use in connection with Beartooth RC&D's endeavors.

ARTICLE 6: WARRANTY:

The Beartooth RC&D warrants that all services performed herein shall be performed using that degree of skill and care ordinarily exercised in and consistent with generally accepted practices for the nature of the services and shall conform to all requirements of this Memorandum of Understanding.

ARTICLE 7: SAFETY:

The Beartooth RC&D agrees to fully comply with the Occupational Safety and Health Act of 1970, all regulations issued there under and all state laws and regulations enacted and adopted pursuant thereto. The Beartooth RC&D shall take all necessary precautions in performing the services hereunder to prevent injury to persons or damage to property.

ARTICLE 8: APPLICABLE LAW:

This Memorandum of Understanding shall be governed in all respects by the laws of the State of Montana. No changes, amendments or modifications of any of the terms and conditions hereof shall be valid unless agreed to in writing. Venue of any proceeding arising hereunder shall be the Thirteenth Judith District.

ARTICLE 9: COMPLIANCE WITH LAWS:

The Beartooth RC&D shall in performing the services contemplated by this Memorandum of Understanding, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Memorandum of Understanding.

ARTICLE 10: CHANGES:

The parties, by mutual agreement, may, at any time during the term of this Memorandum of Understanding and without invalidating the Memorandum of Understanding, make changes within the general scope of the Memorandum of Understanding. The Beartooth RC&D agrees to perform such changed services. The Entity's priority list for project work within their county can be changed at any time. In such case, Beartooth RC&D will be informed of this change at the Entity's earliest convenience.

ARTICLE 11: TERMINATION:

This Memorandum of Understanding may be terminated in whole or in part, in writing, by either party in the event of substantial failure by the other party to fulfill its obligations under this Memorandum of Understanding through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (1) not less than ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

Upon such termination the Entity shall pay the Beartooth RC&D amounts due and unpaid for services rendered as of the effective date of termination, and the Beartooth RC&D shall provide to

the Entity all materials, surveys, reports, data, and other information performed or prepared as of such date.

ARTICLE 12: INDEMNIFICATION:

The Beartooth RC&D agrees to and does hereby indemnify and save the Entities, their officers, officials and employees, harmless against and from:

1. Any and all claims and liabilities, including but not limited to costs, expenses, and attorney fees arising from injury to, or death of, persons (including claims and liabilities for care or loss of services in connection with any bodily injury or death) and including injuries, sickness, disease, or death to Beartooth RC&D employees occasioned by a negligent act, omission, or failure of the Beartooth RC&D;
2. Any and all claims and liabilities, including costs and expenses, for loss or destruction of or damage to any property belonging to the Beartooth RC&D or the Entities caused by a negligent act, omission, or failure of the Beartooth RC&D and;
3. Any fines, penalties, or other amounts assessed against the Entities by reason of the Beartooth RC&D's failure to comply with all health, safety, and environmental laws and regulations applicable to the services; resulting directly or indirectly from, or occurring in the course of the Beartooth RC&D's performance of the services. However, this indemnity shall not extend to claims and liabilities for (i) injury or death to persons or (ii) loss of or damage to property to the extent that these claims and liabilities result directly from the Entity's negligence or willful misconduct.

ARTICLE 13: INSURANCE:

The Beartooth RC&D shall maintain and demonstrate the following types of insurance:

1. The Beartooth RC&D agrees that its employees and particularly the employees designated to work on this memorandum of understanding are covered by applicable Worker's Compensation provisions. The Beartooth RC&D further agrees that if the Entities should legally incur any costs whatsoever under the Worker's Compensation laws by reason of the Beartooth RC&D employees' injury or death while engaged in the contract work, the RC&D will indemnify and hold harmless the Entities' for such costs which the Entities' may be legally be required to pay to employees of the Beartooth RC&D.
2. Comprehensive general liability insurance for bodily injury, death, or loss of or damage to property of third persons or other liability due to the negligent acts of the Beartooth RC&D in the minimum amounts of \$500,000 per occurrence and \$1,000,000 aggregate for personal injury; and \$500,000 per occurrence/aggregate for property damage. Proof of coverage as required by this section shall be delivered to the Entity within fifteen (15) days of execution of this Agreement.
3. Professional liability errors and omissions insurance in a minimum amount of \$100,000.00.

ARTICLE 14: NONDISCRIMINATION:

The Beartooth RC&D will not discriminate against any employee or applicant for employment relating to this project on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap or national origin. All hiring associated with any project shall be on the basis of merit and qualifications related to the requirements of the particular position being filled.

ARTICLE 15: INDEPENDENT CONTRATOR:

The Beartooth RC&D and the Entity agree that the Beartooth RC&D is an independent contractor with respect to the services provided pursuant to this Memorandum of Understanding. Nothing in this Memorandum of Understanding shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Beartooth RC&D nor any employee of the Beartooth RC&D shall be entitled to any benefits accorded Entity employees by virtue of the services provided under this Memorandum of Understanding. The Entity shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state Worker's Compensation program, nor shall the Entity be deemed in any way to assume the duties of an employer with respect to the Beartooth RC&D, or any employee of the Beartooth RC&D.

ARTICLE 16: ASSIGNMENT:

The Beartooth RC&D shall not sublet or assign any of the services covered by this Memorandum of Understanding without the express written consent of the Entity.

ARTICLE 17: NON-WAIVER:

Waiver by the County of any provision of this memorandum of understanding or any time limitation provided for in this memorandum of understanding shall not constitute a waiver of any other provision.

ARTICLE 18: NOTICES:

Any Notice to be served hereunder may be served upon the parties personally or served by certified mail, return receipt. Notice served by mail shall be deemed complete upon deposit of said notice in any United States Post Office, postage prepaid, directed to the party to be served, at the following addresses:

COUNTY: **Yellowstone County**
 P.O. Box 35000
 Billings, MT 59107

RC&D: **Beartooth RC&D**
 P.O. Box 180
 Joliet, MT 59041

ARTICLE 19: INTEGRATED AGREEMENT:

This Memorandum of Understanding together with attachments or addenda represents the entire and integrated Agreement between the Entity and the Beartooth RC&D and supersedes all prior negotiations, representations, or agreements, written or oral. This Memorandum of Understanding may be amended only by written instrument signed by both the Entity and the Beartooth RC&D.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this Memorandum of Understanding the day and year in this instrument first above written.

YELLOWSTONE COUNTY COMMISSIONERS BEARTOOTH RC&D/EDD

John Ostlund, Chairman

Charles E. Egan, Chairman

Jim Reno

Bill Kennedy

ATTEST: _____

Date: _____

ARTICLE 18: NOTICES:

Any Notice to be served hereunder may be served upon the parties personally or served by certified mail, return receipt. Notice served by mail shall be deemed complete upon deposit of said notice in any United States Post Office, postage prepaid, directed to the party to be served, at the following addresses:

ENTITY: Big Sky EDA
222 N. 32 St., Suite 200
Billings, MT 59101

RC&D: Beartooth RC&D
P.O. Box 180
Joliet, MT 59041

ARTICLE 19: INTEGRATED AGREEMENT:

This Memorandum of Understanding together with attachments or addenda represents the entire and integrated Agreement between the Entity and the Beartooth RC&D and supersedes all prior negotiations, representations, or agreements, written or oral. This Memorandum of Understanding may be amended only by written instrument signed by both the Entity and the Beartooth RC&D.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this Memorandum of Understanding the day and year in this instrument first above written.

BIG SKY EDA

BEARTOOTH RC&D/EDD

Steve Arveschoug
Executive Director

Charles E. Egan
Chairman

ATTEST: _____

Date: _____

ARTICLE 18: NOTICES:

Any Notice to be served hereunder may be served upon the parties personally or served by certified mail, return receipt. Notice served by mail shall be deemed complete upon deposit of said notice in any United States Post Office, postage prepaid, directed to the party to be served, at the following addresses:

ENTITY: City of Billings
 PO Box 1178
 Billings, MT 59101

RC&D: Beartooth RC&D
 P.O. Box 180
 Joliet, MT 59041

ARTICLE 19: INTEGRATED AGREEMENT:

This Memorandum of Understanding together with attachments or addenda represents the entire and integrated Agreement between the Entity and the Beartooth RC&D and supersedes all prior negotiations, representations, or agreements, written or oral. This Memorandum of Understanding may be amended only by written instrument signed by both the Entity and the Beartooth RC&D.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this Memorandum of Understanding the day and year in this instrument first above written.

CITY OF BILLINGS

BEARTOOTH RC&D/EDD

Thomas W. Hanel
Mayor

Charles E. Egan
Chairman

ATTEST: _____

Date: _____

ARTICLE 18: NOTICES:

Any Notice to be served hereunder may be served upon the parties personally or served by certified mail, return receipt. Notice served by mail shall be deemed complete upon deposit of said notice in any United States Post Office, postage prepaid, directed to the party to be served, at the following addresses:

ENTITY: City of Laurel
P.O. Box 10
Laurel, MT 59044

RC&D: Beartooth RC&D
P.O. Box 180
Joliet, MT 59041

ARTICLE 19: INTEGRATED AGREEMENT:

This Memorandum of Understanding together with attachments or addenda represents the entire and integrated Agreement between the Entity and the Beartooth RC&D and supersedes all prior negotiations, representations, or agreements, written or oral. This Memorandum of Understanding may be amended only by written instrument signed by both the Entity and the Beartooth RC&D.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this Memorandum of Understanding the day and year in this instrument first above written.

CITY OF LAUREL

BEARTOOTH RC&D/EDD

Kenneth E. Olson, Jr.
Mayor

Charles E. Egan
Chairman

ATTEST: _____

Date: _____

Regular City Council Meeting**Meeting Date:** 02/13/2012**TITLE:** W.O. 10-08 Water Treatment Plant Clearwell No. 1 Roof Replacement**PRESENTED BY:** David Mumford**Department:** Public Works**Information****PROBLEM/ISSUE STATEMENT**

Bids were received on January 24, 2012 for W.O. 10-08 Water Treatment Plant Clearwell No. 1 Roof Replacement. The project consists of replacing the existing roof on Clearwell No.

1. During an earlier project that was meant to install baffle curtains to increase chlorine contact time and to re-coat the interior and exterior of the clearwell, it was discovered that the existing roof had structural problems due to rust and corrosion.

The City received two bids. Each bid contained irregularities. The apparent low bidder, Hardy Construction Co., had a lump sum price for mobilization/demobilization greater than the maximum 5% (\$38,368.00) of the total bid price that the Invitation to Bid allows. The lump sum mobilization bid from Hardy Construction Co. was \$45,000.00, approximately 5.8% of the total bid price. The second low bidder, COP Construction LLC, made an error on the unit price of a bid item, which when corrected per the Invitation to Bid specifications, results in a higher bid. With or without correcting the bid irregularities from both contractors, Hardy Construction Co. submitted the lowest bid.

ALTERNATIVES ANALYZED

The Council may:

- Award the contract for W.O. 10-08 to Hardy Construction in the amount of \$767,368.00; or
- Re-Bid the project due to irregularities.

The award amount reflected below is an adjusted amount based on reducing the mobilization costs in the Hardy Construction Co. bid to the amount set in the Invitation for Bids. If the bids are rejected, the roof structure cannot be replaced in time to get the clearwell back on line before the peak summer months. The clearwell is needed to get the necessary storage time for disinfecting the City's drinking water.

FINANCIAL IMPACT

The City received 2 bids as follows:

Bidders	Original Bid Price	Corrected Bid Price
Engineers Estimate	\$472,000.00	
Hardy Construction Co.	\$774,000.00	\$767,368.00
COP Construction LLC	\$774,750.00	\$921,750.00

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

Approved Funding Amount	\$1,469,163.00
Previously Encumbered	\$ 481,658.00
Bid Award	\$ 767,368.00
Remaining Funding	\$ 220,137.00

RECOMMENDATION

Staff recommends that Council award the contract for W.O. 10-08 Water Treatment Facility Clearwell No. 1 Roof Replacement to Hardy Construction Co. in the amount of \$767,368.00.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 02/13/2012

TITLE: 2011 Community Transportation Enhancement Program (CTEP) Project
Recommendations to Policy Coordinating Committee

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

The Planning Division received five proposals for the Federal Fiscal Year 2011 Community Transportation Enhancement Program (CTEP) dollars. The projects included the Shiloh Conservation Area, Hillner Lane Sidewalk and Highway 87 Crossing in Lockwood, a Bicycle and Pedestrian Education Program, Aronson By Pass trail segment, and the Will James Connection (See attached maps of project locations). Attachment A is a quick reference sheet listing the FY2011 projects in some detail with the associated estimated costs. Attachment B consists of the Technical Advisory Committee's (TAC) recommendations on prioritizing the five projects with CTEP funding allocations.

The Yellowstone County Board of Planning at its meeting on January 24, 2012, conducted a public hearing to receive public testimony on the proposed projects. Aside from the application presenters, no other members of the public spoke during the public hearing. After discussion, the board made two motions. The first motion was to forward a recommendation to the Policy Coordinating Committee (PCC) to fund the Hillner Lane Sidewalk and Highway 87 Crossing project in Lockwood, the Will James Connection, and the Aronson By Pass trail projects. That motion passed 6-1. On a second motion, the Board forwarded a recommendation to approve the Bicycle and Pedestrian Education project. This would be the first time CTEP would be used for an education project rather than for capital projects. The education project is eligible to be funded by CTEP dollars, according to the CTEP program application criteria.

The City Council discussed these project proposals at its February 6, 2012, Work Session, and is being asked to formally make a recommendation to PCC at this meeting. The PCC has final say on all transportation-related projects in the urban area and will meet on February 21st to finalize the local recommendation for CTEP project approvals and funding.

ALTERNATIVES ANALYZED

The City Council may make a recommendation to PCC that:

- Approves the CTEP applications for submission as recommended by TAC and the Planning Board.
- Approves a Council-initiated project priority and funding list.
- Does not approve any of the CTEP project applications for funding.

FINANCIAL IMPACT

There are local funding sources already identified for the proposed CTEP projects to provide the required local CTEP match. All of the local match source,s except for the Shiloh Conservation Area project, are from grants or other entities and do not directly affect City funds. The Shiloh Conservation Area local funding is from City Public Works sources. All of the funding sources for these projects are outlined in Attachment A.

BACKGROUND

Each CTEP project must follow an established approval procedure before funding is allocated. The first step of the process is the submission of project applications. All the applications are reviewed and prioritized through a previously approved process that includes TAC, the Yellowstone County Board of Planning, City Council, and Board of County Commissioners. The applications for this CTEP funding cycle are consistent with previous CTEP project agreements accepted and executed by Council.

STAKEHOLDERS

The Planning Board conducted a public hearing at its regular meeting on January 24, 2012. Aside from the presenters for the various applications, no other public comment was provided.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

The proposed projects are supported through the current Billings Area Bikeway and Trail Master Plan or City of Billings and Yellowstone County Growth Policy. In some cases, the projects are specifically identified in planning documents and in other cases, the overall community goals of safe and convenient pedestrian and bicycle travel are met with these projects. All the projects will proceed through the established CTEP project approval process for the City of Billings and Yellowstone County.

RECOMMENDATION

Staff recommends that the City Council consider the TAC and Planning Board recommendations, and formulate a recommendation on the CTEP projects so the City's representative can bring it to the Policy Coordinating Committee (PCC) meeting on February 21st for action.

APPROVED BY CITY ADMINISTRATOR

Attachments

2011 CTEP Projects

TAC Recommendations

CTEP Project Location Maps

F.Y. 2011 CTEP PROPOSALS

- **Shiloh Conservation Area**

This project would construct a hard surfaced, ADA accessible path around the first pond of the Shiloh Conservation Area. This application is for the first phase of trail development which will be just over 4,000 lineal feet around a seven acre pond.

CTEP Funds: \$357,802 City of Billings/Local Match: \$55,460 Project Cost: \$413,262

- **Hillner Lane Sidewalk and Highway 87 Crossing**

This project would construct a hard surface, ADA accessible concrete sidewalk approximately 5 feet wide and 1,900 linear feet long, in the existing right-of-way of the northern side of Hillner Lane, from Hemlock Drive to Piccolo Lane. ADA accessible ramps will be provided at each intersection and a marked pedestrian crossing on Old Highway 87. The Highway 87 crossing will include in-pavement lighting and a rapid flash beacon.

CTEP Funds: \$109,957 Yellowstone County/Local Match: \$17,043 Project Cost: \$127,000

- **Bicycle and Pedestrian Education**

This project is sponsored by Riverstone Health on behalf of Healthy By Design to create a comprehensive bicycle and pedestrian safety educational campaign using mass media. It will include education to bicyclist and pedestrians, as well as motor vehicle users, about right-of-way etiquette and how to safely navigate roadways and trails within the city limits of Billings.

CTEP Funds: \$88,017 Riverstone Health/Local Match: \$11,851 Project Cost: \$99,868

- **Aronson Connection**

This project would construct a hard surface, ADA accessible, 10-foot wide hard surfaced trail for bicycle and pedestrian traffic. The trail is approximately 1,500 linear feet in length. This connection will provide a trail link from the trail on the west side of Swords Park north to the sidewalk just east of Swords Lane on the north side of Airport Road.

CTEP Funds: \$205,498 City of Billings/Local Match: \$31,852 Project Cost: \$237,350

- **Will James Middle School Connection**

This project would construct a hard surface, ADA accessible, 10-foot wide trail for bicycles and pedestrians. This connection is approximately ½ mile long. This connection will provide the link to Will James Middle School from the programmed CTEP trail project along the north side of Broadwater Avenue from Zimmerman Trail to Lillis Park.

CTEP Funds: \$112,554 City of Billings/Local Match: \$17,446 Project Cost: \$130,000

F.Y. 2011 CTEP APPLICANT REQUESTS

\$ 873,828

F.Y. 2011 CURRENT CTEP DOLLARS AVAILABLE

\$544,211.00

TAC RECOMMENDATIONS

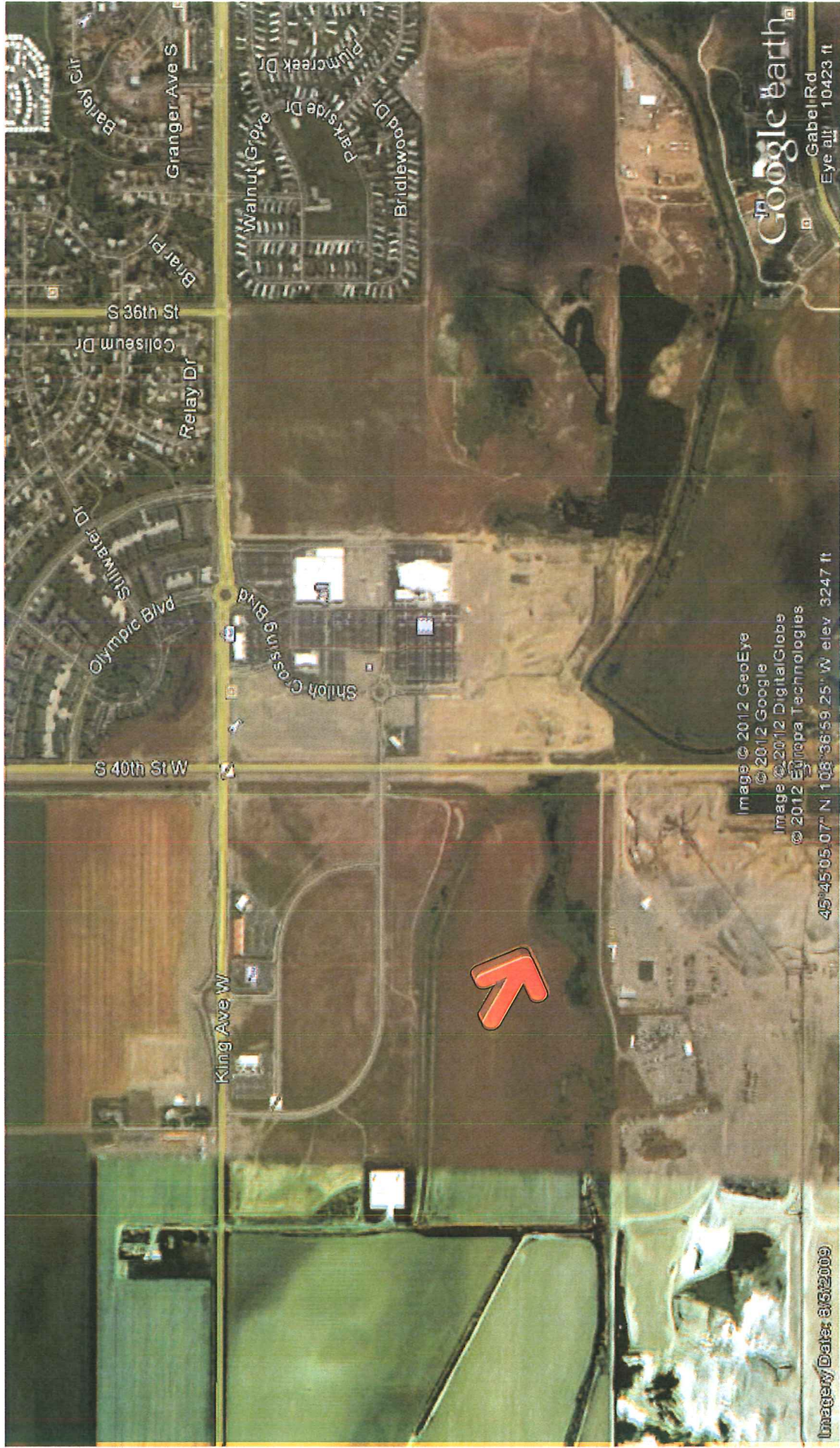
1. <u>Hillner Lane Sidewalk and Highway 87 Crossing:</u>	CTEP Funds: \$109,957
2. <u>Bicycle and Pedestrian Education:</u>	CTEP Funds: \$88,017
3. <u>Will James Middle School Connection:</u>	CTEP Funds: \$112,544
4. <u>Aronson Connection:</u>	CTEP Funds: \$205,498

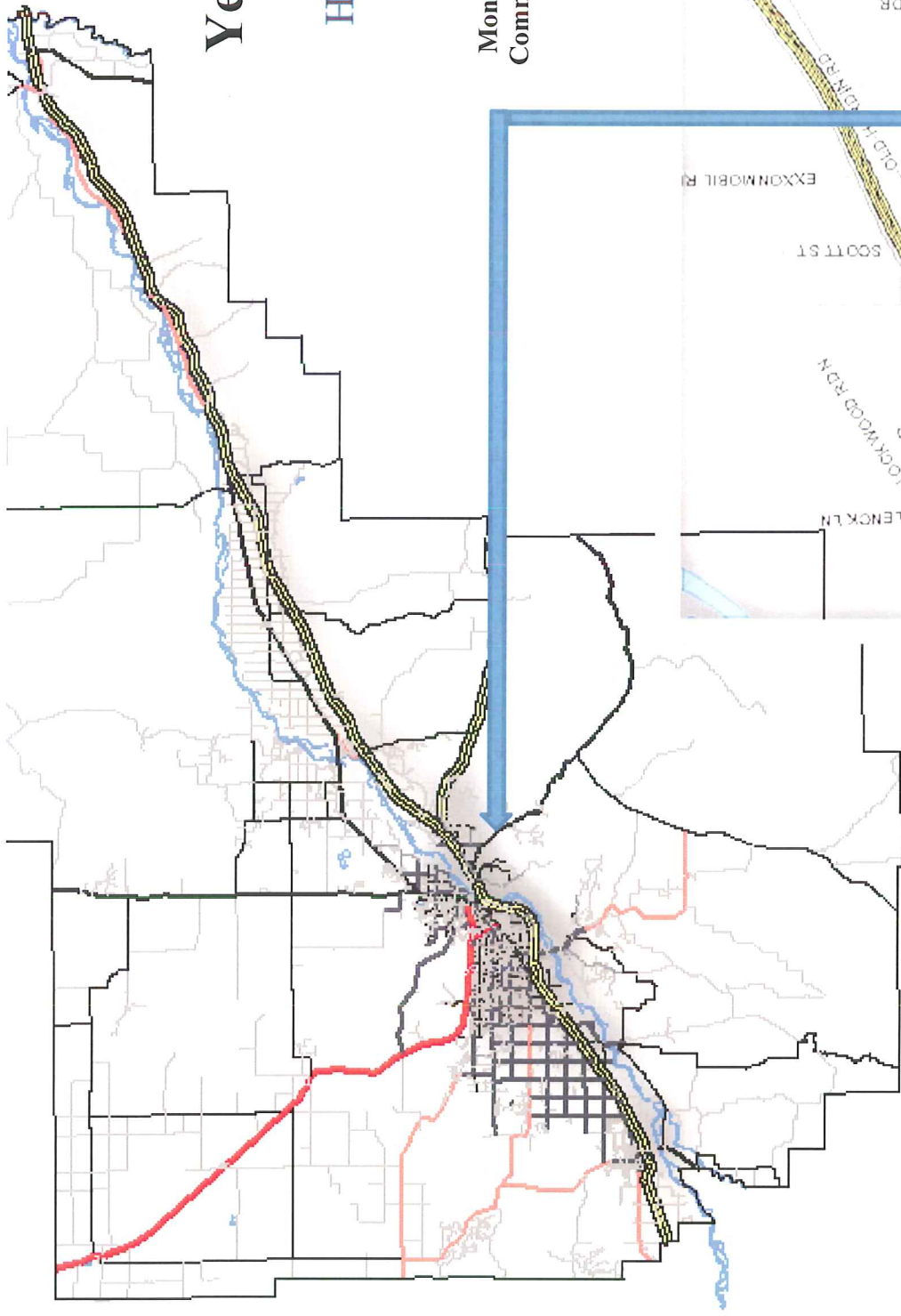
Recommended Total Project Funding

\$ 516,016

The Shiloh Conservation Area CTEP project was delayed to next year as a priority project for funding through surplus CTEP funds from the 2011 allocation and with funds allocated through the 2012 CTEP.

Shiloh Conservation Area CTEP Project

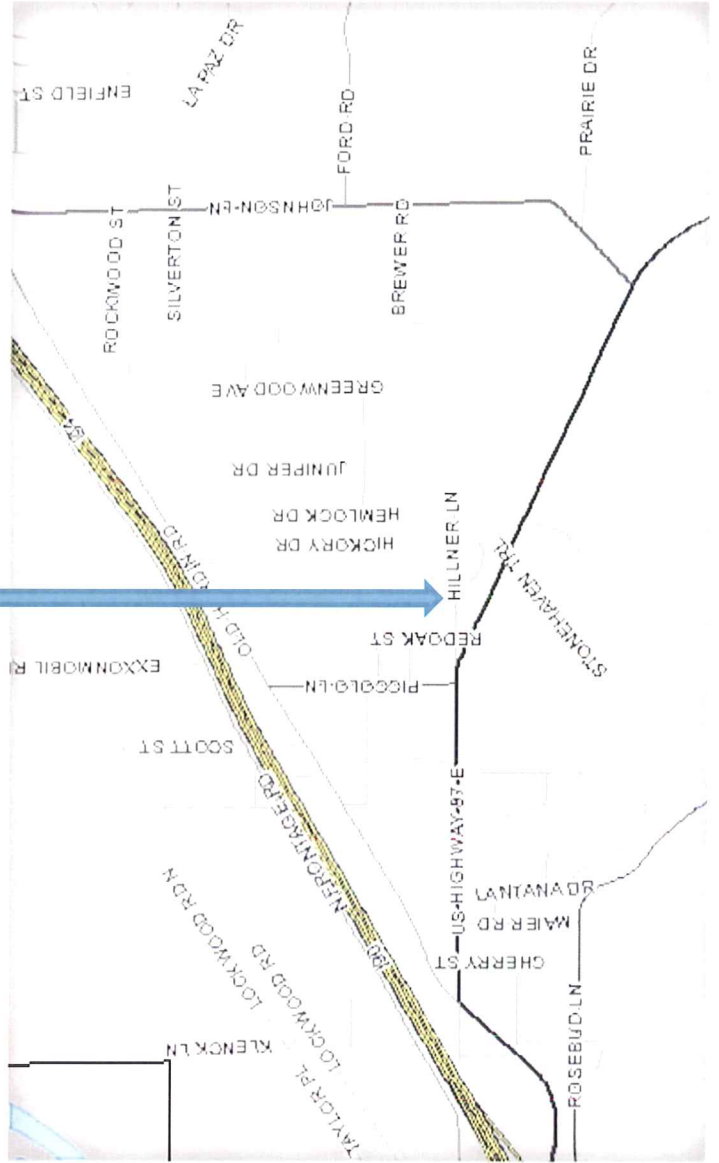




Yellowstone County

Hillner Lane Sidewalk & Crossing Project Map

Montana Department of Transportation
Community Transportation Enhancement
Program
(July 2011)



Will James Connection



Aronson By-Pass

