

# CITY OF BILLINGS

## CITY OF BILLINGS VISION STATEMENT:

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

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### AGENDA

**COUNCIL CHAMBERS**

**October 9, 2012**

**6:30 P.M.**

**CALL TO ORDER:** Mayor Hanel

**PLEDGE OF ALLEGIANCE:** Mayor Hanel

**INVOCATION:** Councilmember Pitman

**ROLL CALL:** Councilmembers present on roll call were:

**MINUTES:**

- September 10, 2012
- September 24, 2012 - PENDING

**COURTESIES:**

**PROCLAMATIONS:**

**ADMINISTRATOR REPORTS - TINA VOLEK**

**PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Items: #1, #2 & #3 ONLY.**

**Speaker sign-in required.** (Comments offered here are limited to one (1) minute. Please sign up on the sheet located in the back of the room or 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. Taxilane Expansion Project at Billings Logan International Airport.** (Opened 9/25/2012) Recommend Knife River; \$535,758.
- 2. W.O. 12-09, Wastewater Treatment Plant Access Road Rip Rap Replacement.** (Opened 10/9/2012) Bid award recommendation to be made at the October 9, 2012, City Council meeting.

3. **W.O. 12-03, #3, 2012 Street Maintenance Program, City Crack Seal.** (Opened 9/25/2012) Recommend Hardrives Construction, Inc.; \$180,455.61.
  4. **W.O. 12-34, North Broadway Sidewalks - Northern Hotel.** (Opened 10/9/2012) Bid award recommendation to be made at the October 9, 2012, City Council meeting.
- B. Change Order #8 - W.O. 10-08: Water Treatment Plant Clearwell Baffle Project;** COP Construction; \$212,875.97.
- C. 1) Professional Services Contract** for design, engineering and construction administration of the Rose Park Pool Improvements; Interstate Engineering, Inc.; \$30,600; and **2) Resolution** allocating \$30,600 of Council Contingency Funds for payment of the professional services contract to be repaid after December 1, 2012.
- D. Professional Services Contract** for design and construction administration services for W.O. 13-01, Sanitary Sewer and Water Replacement Project; DOWL HKM; not to exceed \$870,300.
- E. Approval** to begin negotiations for relocation of the Code Enforcement Division, Planning Division, and Building Division offices to the Miller Building located at 2825 3rd Avenue North.
- F. Acceptance of Quitclaim Deed** from Yellowstone County for a section of road tract on the north half of Grand Avenue adjacent to Zimmerman Acreage Tracts (Annex #12-07).
- G. Acceptance** of Bureau of Justice Assistance Grant for DUI offender treatment program; \$350,000 over 3-year period.
- H. Acceptance** of funding from the United Way of Yellowstone County for the STOP ACT Grant for Enforcing Underage Drinking Laws (EUDL); \$12,100.
- I. Resolution of Intent to Annex** a 30-foot wide petitioned county road easement covering approximately 0.167 acres along the front of Tract 1A, Certificate of Survey 2990, and located on the south side of Grand Avenue just west of the Grand Avenue and 48th Street West intersection; and set a public hearing date of November 13, 2012. (Annex #12-07)
- J. Resolution** establishing Urban Chicken Animal Control Permit Fees.
- K. Second/Final Reading Ordinance for Zone Change #903:** A zone change from Entryway Light Industrial to Highway Commercial on land described as Lots 4, 6 and 7, Block 1, Montana Sapphire Subdivision located at 4110 and 4020 Montana Sapphire Drive and 4215 King Avenue West. Montana Sapphire LLC, owner; Keith James, Gemstar Properties, LLC, agent. Approval of the zone change and adoption of the determinations of the 10 criteria.

- L. **Second/Final Reading Ordinance** amending Chapter 13, Article 13-400, Division 3, of the Billings, Montana, Municipal Code by adding a new section "All Businesses, Occupations, and Professions to Comply with Local, State, and Federal Law," and amending Section 13-432.
- M. **Second/Final Reading Ordinance** amending Section 24-456 of the Billings, Montana, City Code prohibiting the moving of vehicles on the same block from one metered space to another.
- N. **Bills and Payroll:**
  - 1. September 4, 2012
  - 2. September 10, 2012
  - 3. September 17, 2012

**REGULAR AGENDA:**

- 2. **DEVELOPMENT AGREEMENT** between Red Oxx LLC and the City of Billings for a major renovation project located at 2nd Avenue North and North 12th Street in the East Billings Urban Renewal District allocating Tax Increment Finance funding in the amount of \$45,319 to Red Oxx for the TIF eligible portion of the project. Billings Industrial Revitalization District (BIRD) and staff recommend approval. (Action: approval or disapproval of BIRD and staff recommendation.)
- 3. **RESOLUTION FOR THE REFUNDING OF GENERAL OBLIGATION BONDS AUTHORIZING THE ISSUANCE AND CALLING FOR THE PRIVATE NEGOTIATED SALE.** A resolution authorizing the sale of Series 2004A General Obligation Bonds of up to \$4,250,000 to finance Zimmerman Trail, South Billings Boulevard, and Alkali Creek Road improvements; and Series 2007B General Obligation Bonds of up to \$1,250,000 for construction of Dehler Park. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
- 4. **PUBLIC HEARING AND FIRST READING ORDINANCE** amending Article 23-600 of the City of Billings Subdivision Regulations bringing the Regulations into compliance with the Montana Subdivision and Platting Act. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
- 5. **PUBLIC HEARING AND SITE DEVELOPMENT ORDINANCE VARIANCE #CC-12-02:** A variance from Section 6-1208 (h) (1) to increase the allowable width for an approach and Section 6-1208 (h) (5) for an increase in the number of allowable curb cuts per lot for Lot 12, Block 1, Kingston Place Subdivision. King Property LLC, developer. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
- 6. **PUBLIC HEARING AND SITE DEVELOPMENT ORDINANCE VARIANCE #OP-12-03:** A variance from Section 6-1203 reducing the number of required off-street parking stalls from 58 to 54 at 1633 Main Street located on Lot 1, Block 1, Wal-Mart Subdivision; Coldwater Portfolio Partners, LLC, applicant. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

**PUBLIC COMMENT** on Non-Agenda Items -- Speaker Sign-in required. (Restricted to ONLY items not on this printed agenda. 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:** 10/09/2012

**TITLE:** East End Taxilane Expansion Project at Billings Logan International Airport

**PRESENTED BY:** Tom Binford

**Department:** Airport

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**Information**

**PROBLEM/ISSUE STATEMENT**

The Billings Logan International Airport proposes to expand a taxilane on the Airport's East End to accommodate large corporate jets that will be accessing the new Edwards Jet Center hangar currently under construction. The taxilane expansion will provide adequate wingtip clearances for the large private jets so these aircraft do not have to be on an active taxiway while being shuttled between Edward's main FBO facility and the new hangar. It will also provide access for future development of the old rental car wash site that is located just east of the new Edwards hangar. This site has approximately four acres of land that can easily be developed without significant infrastructure improvements and provides access to a main runway, which currently does not exist. This project is currently not in the budget, however staff proposes to include it in a FY 13 budget amendment that is planned for Council action later in October. On August 28, the Airport had a bid opening for this project, along with some other miscellaneous paving projects, but did not receive any bids for this work. This project was re-advertised for an additional three weeks in the *Billings Times* and on the City's Website. In spite of these efforts only one bid was received on September 25, 2012 for this project:

<b>Contractor</b>	<b>Bid</b>
Knife River	\$535,758
Engineer Estimate	\$516,561

**ALTERNATIVES ANALYZED**

The City Council may:

- Award a contract for the Airport's East End Taxilane Expansion Project; or
- Reject the bid, delaying the project, resulting in operational issues for Edwards Jet Center at its new hangar facility.

**FINANCIAL IMPACT**

The total cost of this project is \$535,758. Funds are available in the Airport's Passenger Facility Charge (PFC) capital account.

**RECOMMENDATION**

Staff recommends that the City Council approve and award the East End Taxilane Expansion Project to the sole bidder, Knife River, for the amount of \$535,758.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 10/09/2012

**TITLE:** W.O. 12-09, WWTP Access Road Rip Rap Replacement Bid Award

**PRESENTED BY:** David Mumford

**Department:** Public Works

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**Information**

**PROBLEM/ISSUE STATEMENT**

W.O. 12-09, WWTP Access Road Rip Rap Replacement, is planned to replace material on the bank of the Yellowstone River along the wastewater treatment plant (WWTP) property that was washed away during the flooding in the summer of 2011.

The project was advertised on September 20th, 27th, and October 4th in the Billings Times and on the City's website. Bids will be opened October 9th and by law, Council must act on the bid opening at this meeting. The bids will be opened the same day as the Council meeting, so the bid recommendation will be made at the Council meeting.

**ALTERNATIVES ANALYZED**

The Council may:

- Award the contract as presented at the meeting; or
- Reject all bids. If this work is not completed, further erosion of the riverbank will occur and will undermine the access road into the WWTP.

**FINANCIAL IMPACT**

The funding for the project will be provided by FEMA. There is no financial impact associated with the delay of this bid award.

**RECOMMENDATION**

Staff recommends that Council award a construction contract for W.O. 12-09, Wastewater Treatment Plant Access Road Rip Rap as presented at the meeting.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 10/09/2012

**TITLE:** Bid Award: W.O. 12-03 #3 City Crack Seal

**PRESENTED BY:** David Mumford

**Department:** Public Works

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**Information**

**PROBLEM/ISSUE STATEMENT**

Staff obtained bids on September 25, 2012, for the 2012 Street Maintenance Program, City Crack Seal program. 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 crack sealing on approximately 28 miles of streets throughout the City.

**ALTERNATIVES ANALYZED**

The Council may:

- Award Work Order 12-03 #3 City Crack Seal, to Hardrives Construction, Inc. in the amount of \$180,455.61; or
- Reject all bids and not award Work Order 12-03 #3 City Crack Seal.

**FINANCIAL IMPACT**

Funding for WO 12-03 #3 City Crack Seal, is included in the FY13 budget. Bids for this project are as follows:

Contractor	Bid Amount
Hardrives Construction, Inc.	\$180,455.61
Z & Z Seal Coating, Inc.	\$180,480.12
Asphalt Plus, Inc.	\$204,000.00
Wharton Asphalt	\$211,400.00

**RECOMMENDATION**

Staff recommends that Council approve the construction contract for WO 12-03 #3 City Crack Seal with Hardrives Construction, Inc. in the amount of \$180,455.61.

**APPROVED BY CITY ADMINISTRATOR**

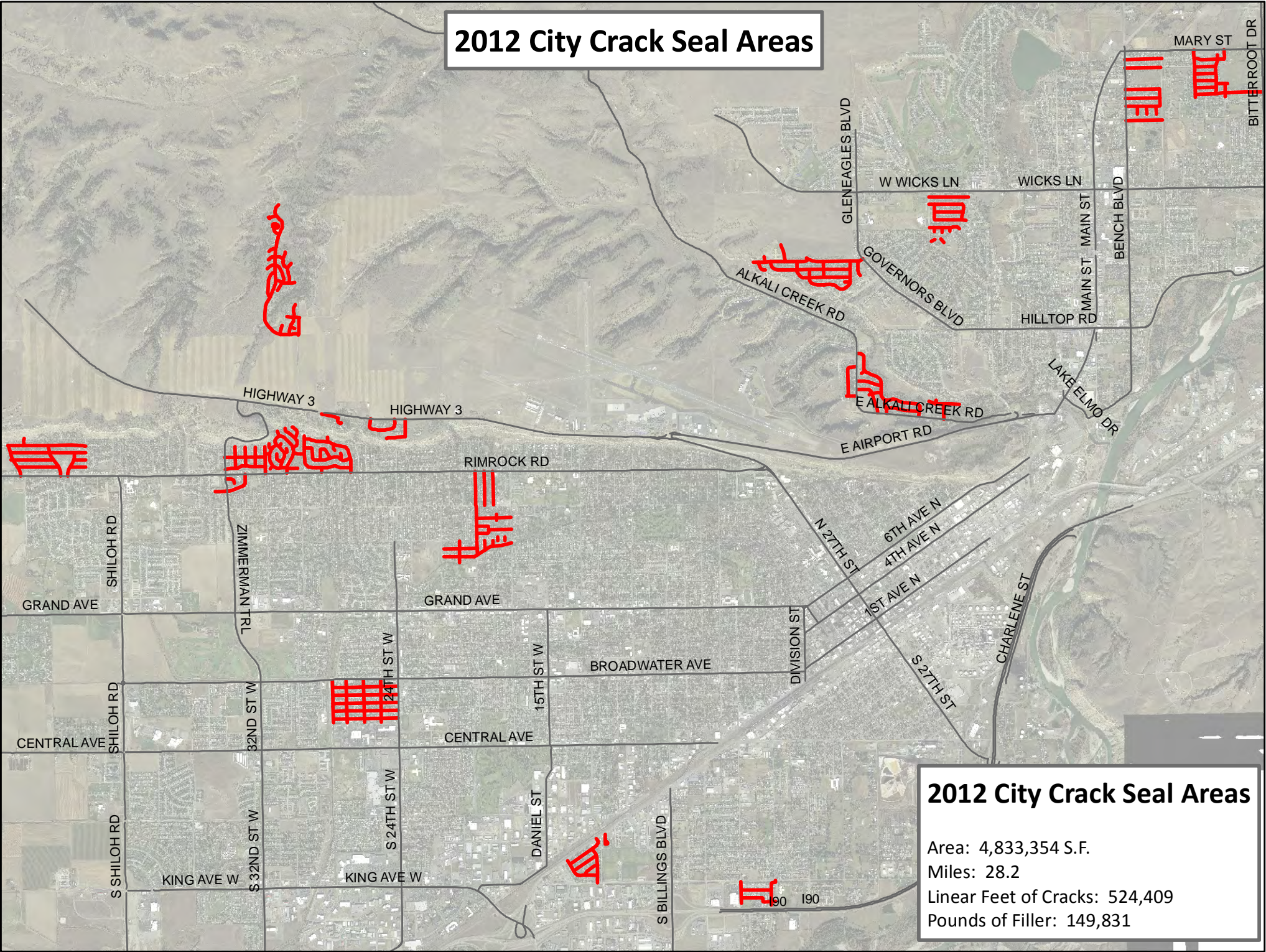
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**Attachments**

2012 Crack Seal Area Maps

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# 2012 City Crack Seal Areas

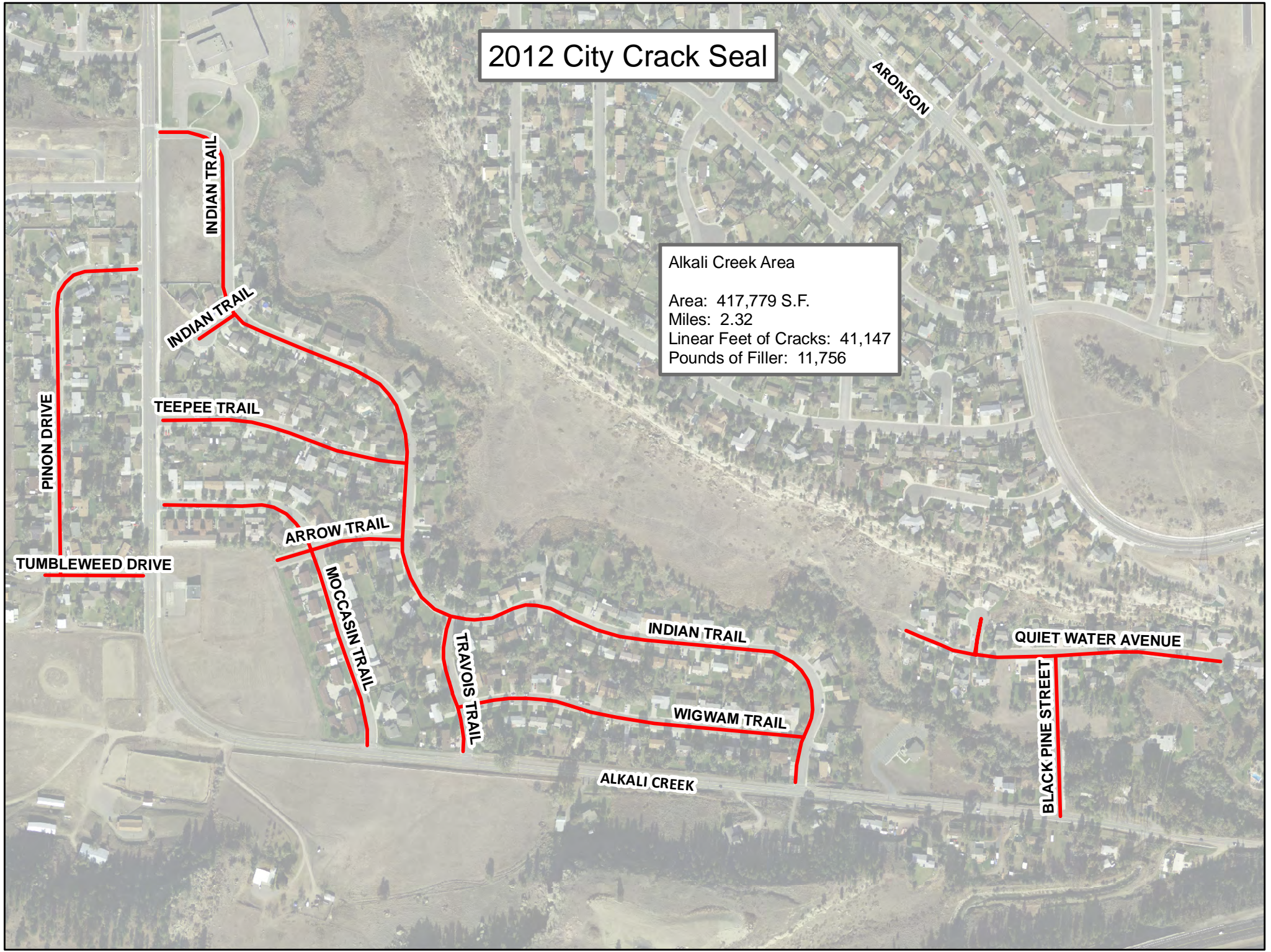


## 2012 City Crack Seal Areas

Area: 4,833,354 S.F.  
Miles: 28.2  
Linear Feet of Cracks: 524,409  
Pounds of Filler: 149,831

# 2012 City Crack Seal

Alkali Creek Area  
Area: 417,779 S.F.  
Miles: 2.32  
Linear Feet of Cracks: 41,147  
Pounds of Filler: 11,756



# 2012 City Crack Seal

BROADWATER

CUSTER AVENUE

TERRY AVENUE

MILES AVENUE

HOWARD AVENUE

COOK AVENUE

28TH STREET WEST

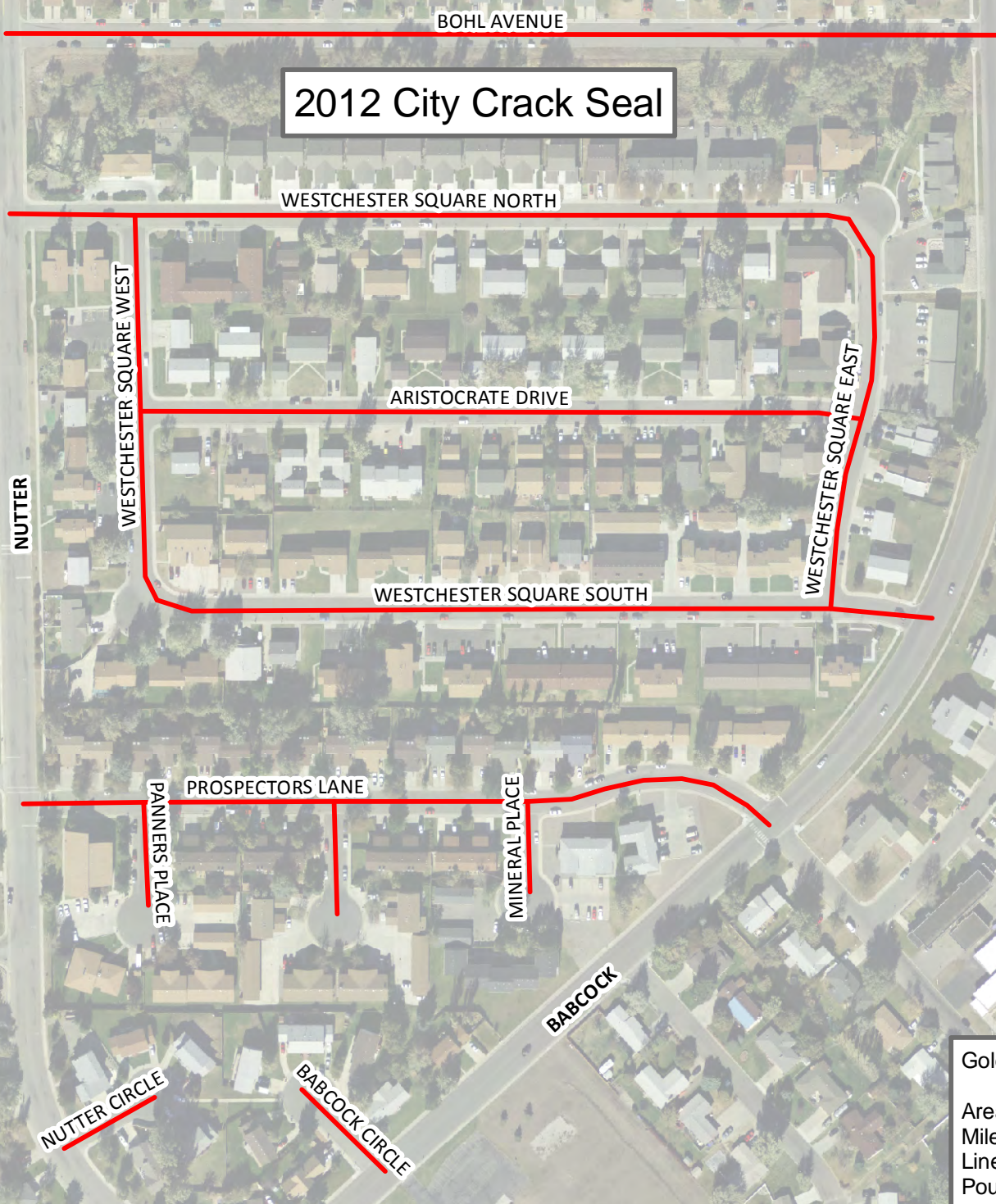
27TH STREET WEST

25TH STREET WEST

24

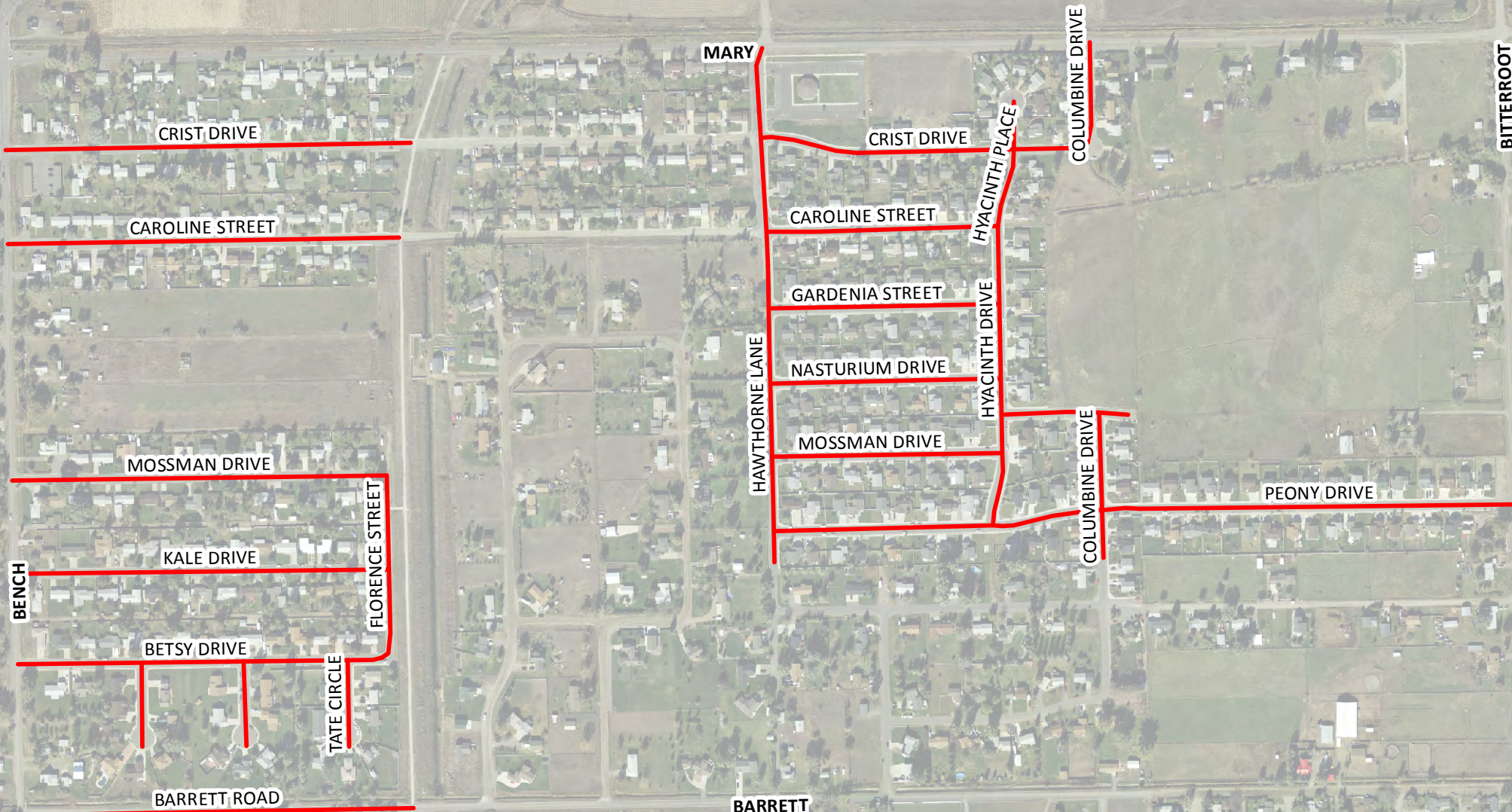
Descro Subdivision Area  
Area: 594,441 S.F.  
Miles: 3.44  
Linear Feet of Cracks: 58,546  
Pounds of Filler: 16,728

# 2012 City Crack Seal



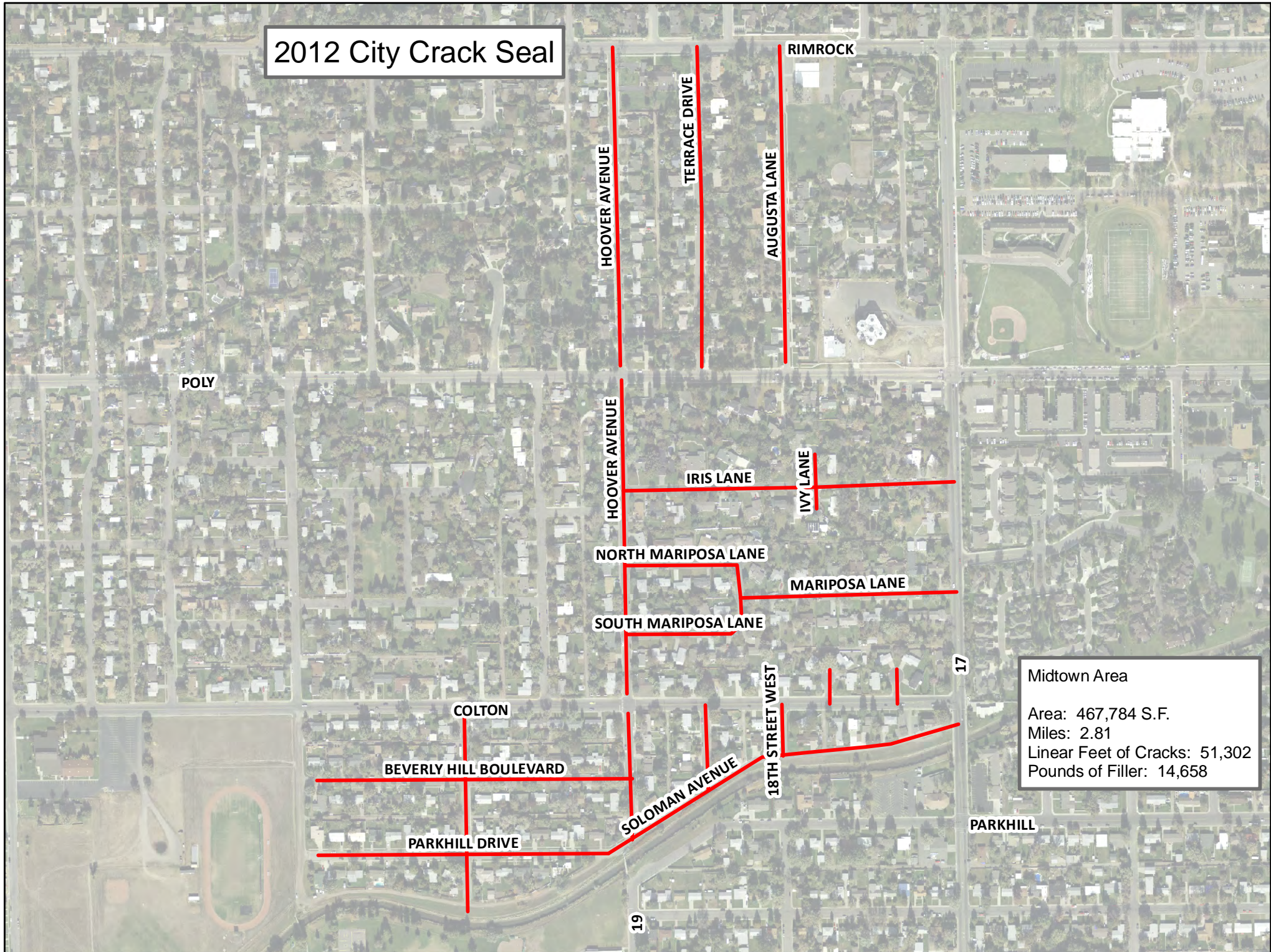
Golden View Sub Area  
Area: 285,679 S.F.  
Miles: 1.49  
Linear Feet of Cracks: 28,137  
Pounds of Filler: 8,039

# 2012 City Crack Seal



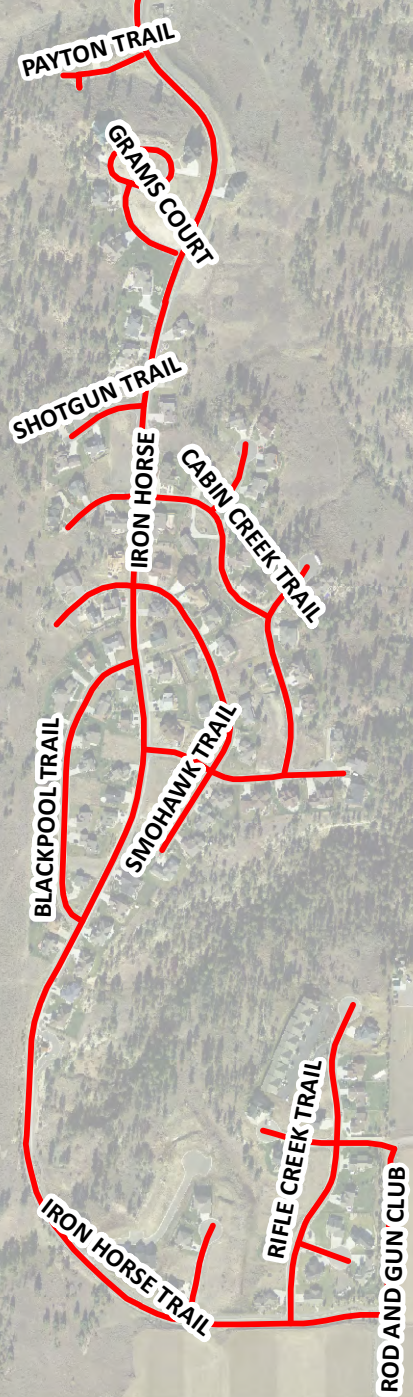
Heights - East Area  
Area: 303,297 S.F.  
Miles: 1.80  
Linear Feet of Cracks: 29,872  
Pounds of Filler: 8,535

# 2012 City Crack Seal



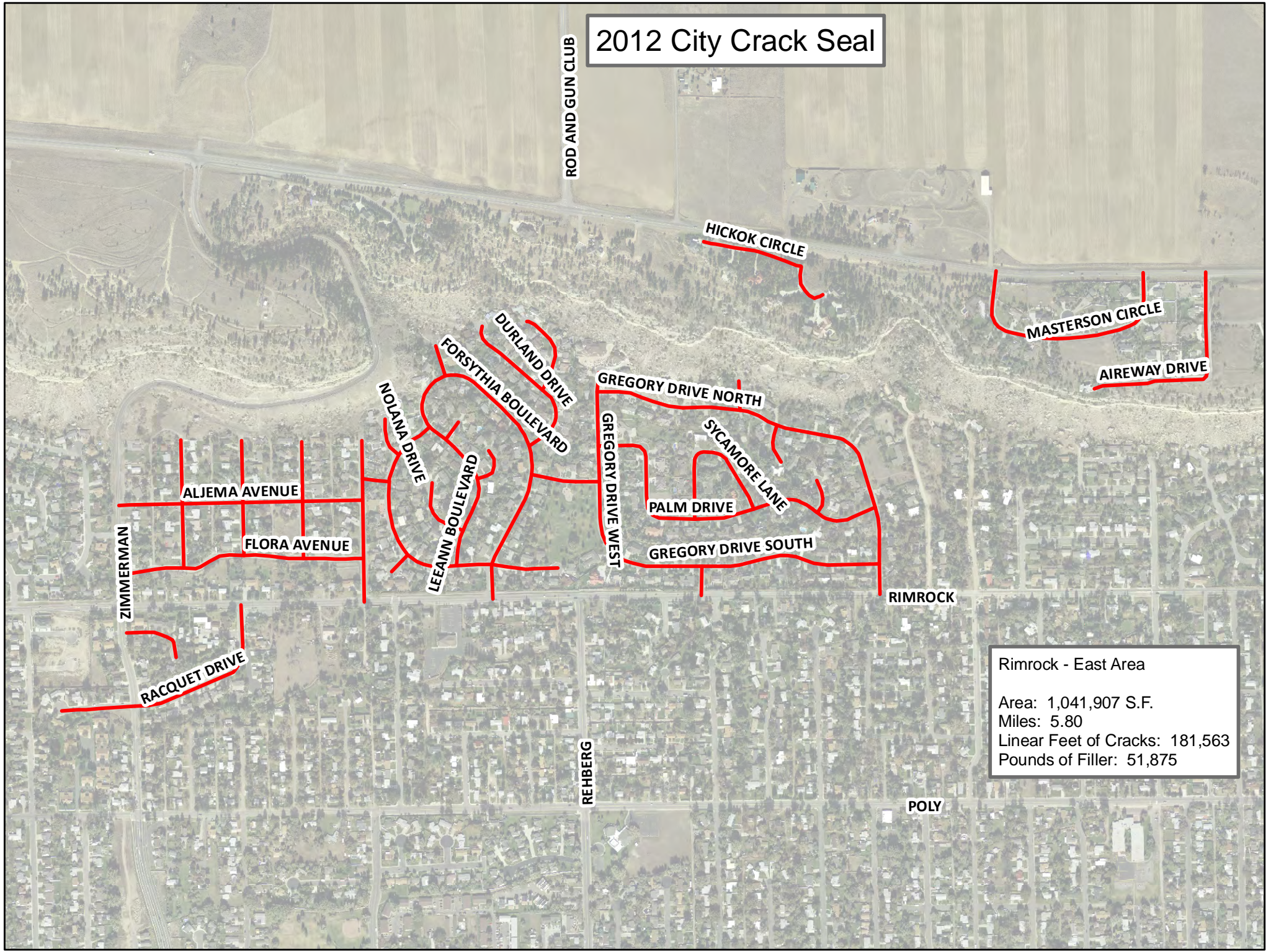
Midtown Area  
Area: 467,784 S.F.  
Miles: 2.81  
Linear Feet of Cracks: 51,302  
Pounds of Filler: 14,658

# 2012 City Crack Seal



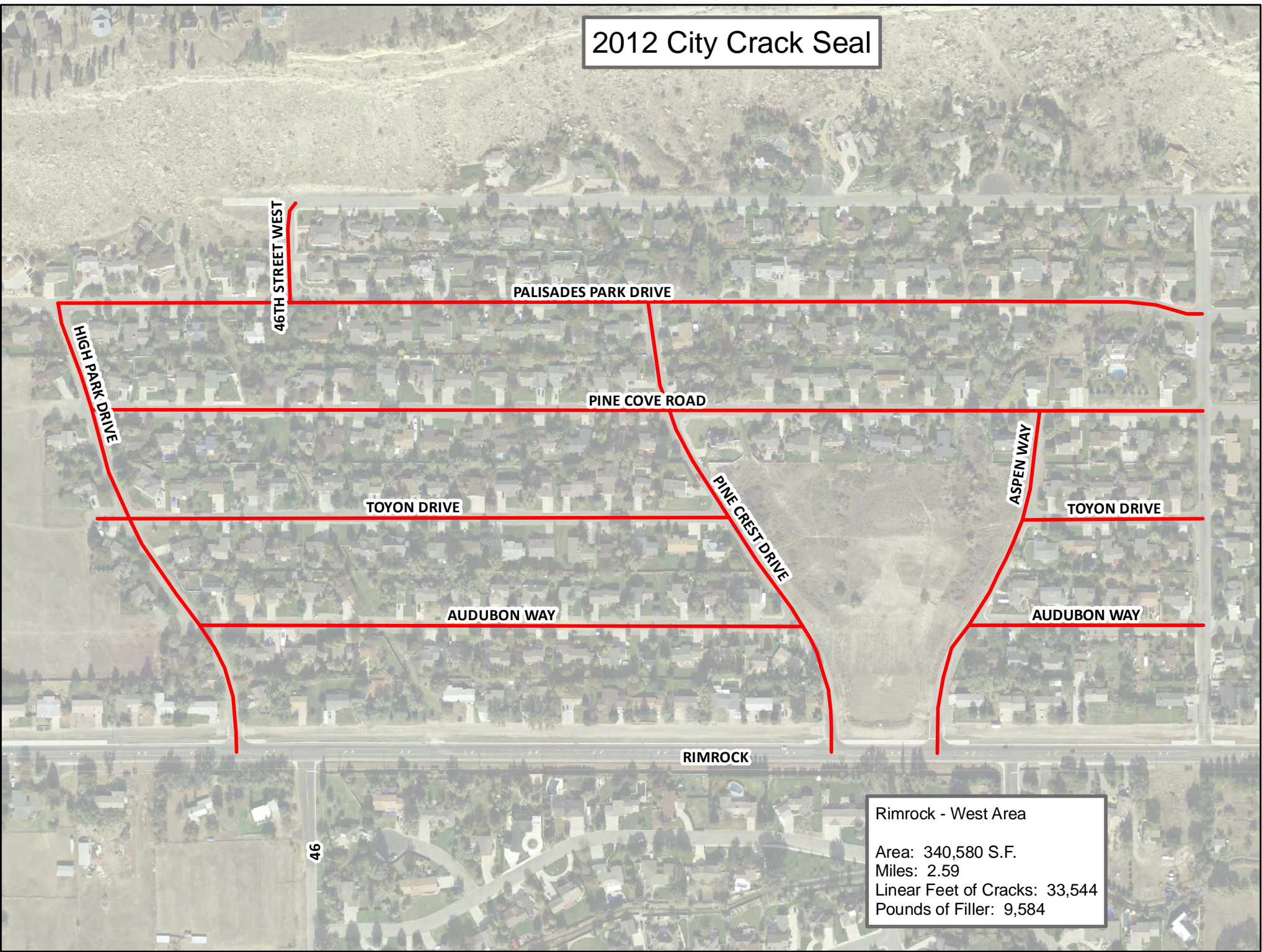
Rehberg Ranch Area  
Area: 447,535 S.F.  
Miles: 3.02  
Linear Feet of Cracks: 8,275  
Pounds of Filler: 2,364

# 2012 City Crack Seal



Rimrock - East Area  
Area: 1,041,907 S.F.  
Miles: 5.80  
Linear Feet of Cracks: 181,563  
Pounds of Filler: 51,875

# 2012 City Crack Seal



Rimrock - West Area  
Area: 340,580 S.F.  
Miles: 2.59  
Linear Feet of Cracks: 33,544  
Pounds of Filler: 9,584

2012 City Crack Seal

KING

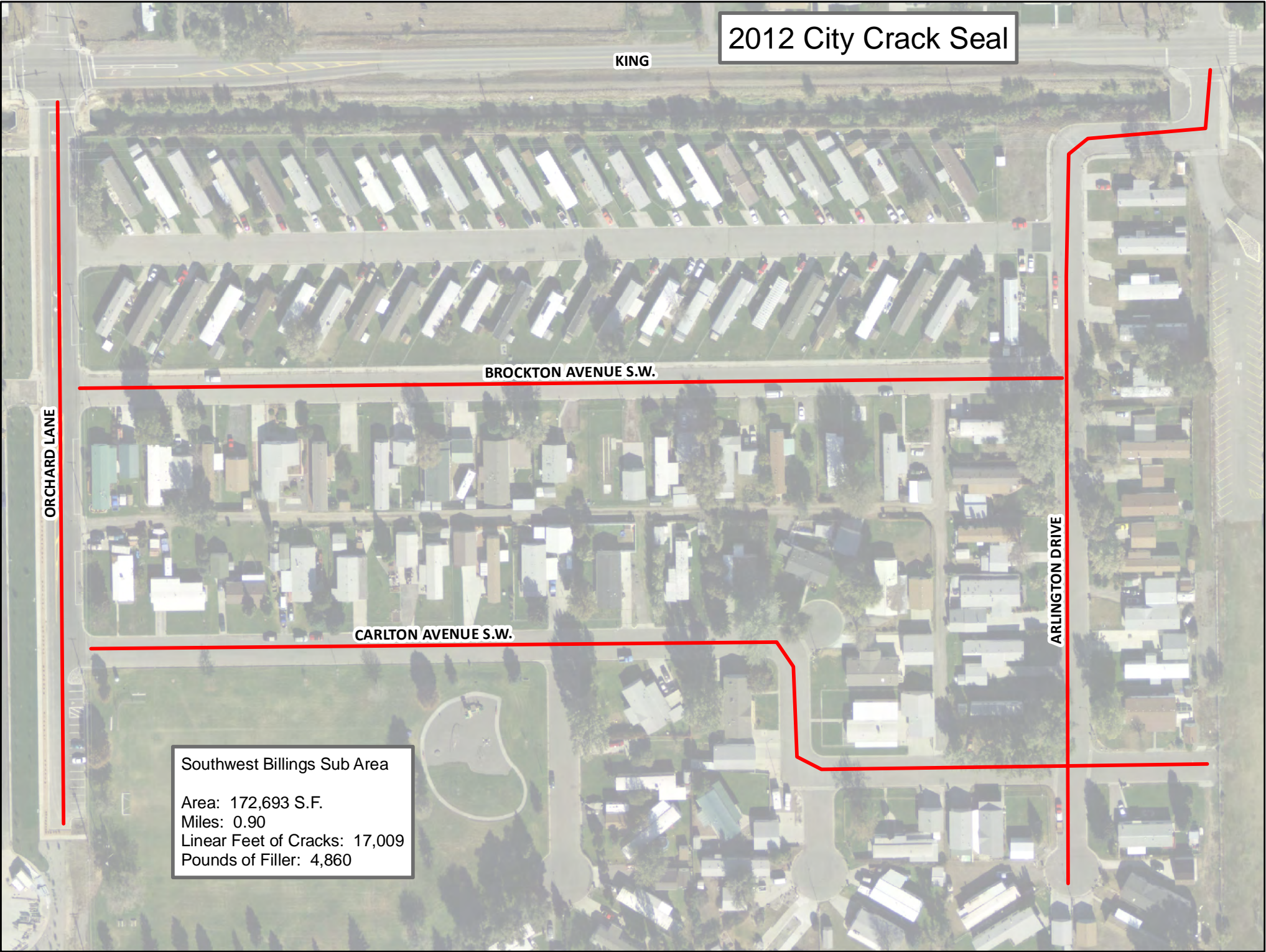
BROCKTON AVENUE S.W.

CARLTON AVENUE S.W.

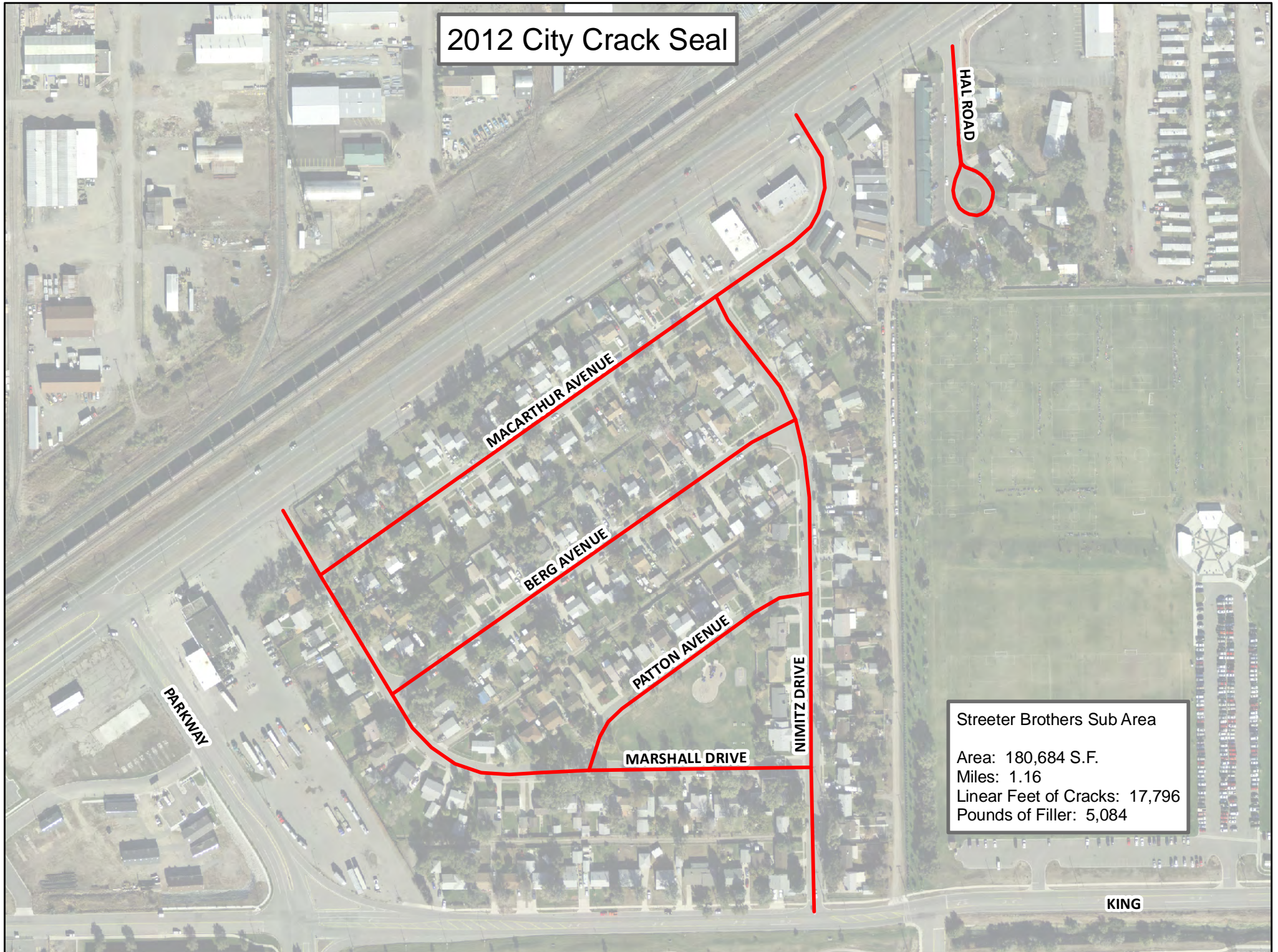
ORCHARD LANE

ARLINGTON DRIVE

Southwest Billings Sub Area  
Area: 172,693 S.F.  
Miles: 0.90  
Linear Feet of Cracks: 17,009  
Pounds of Filler: 4,860



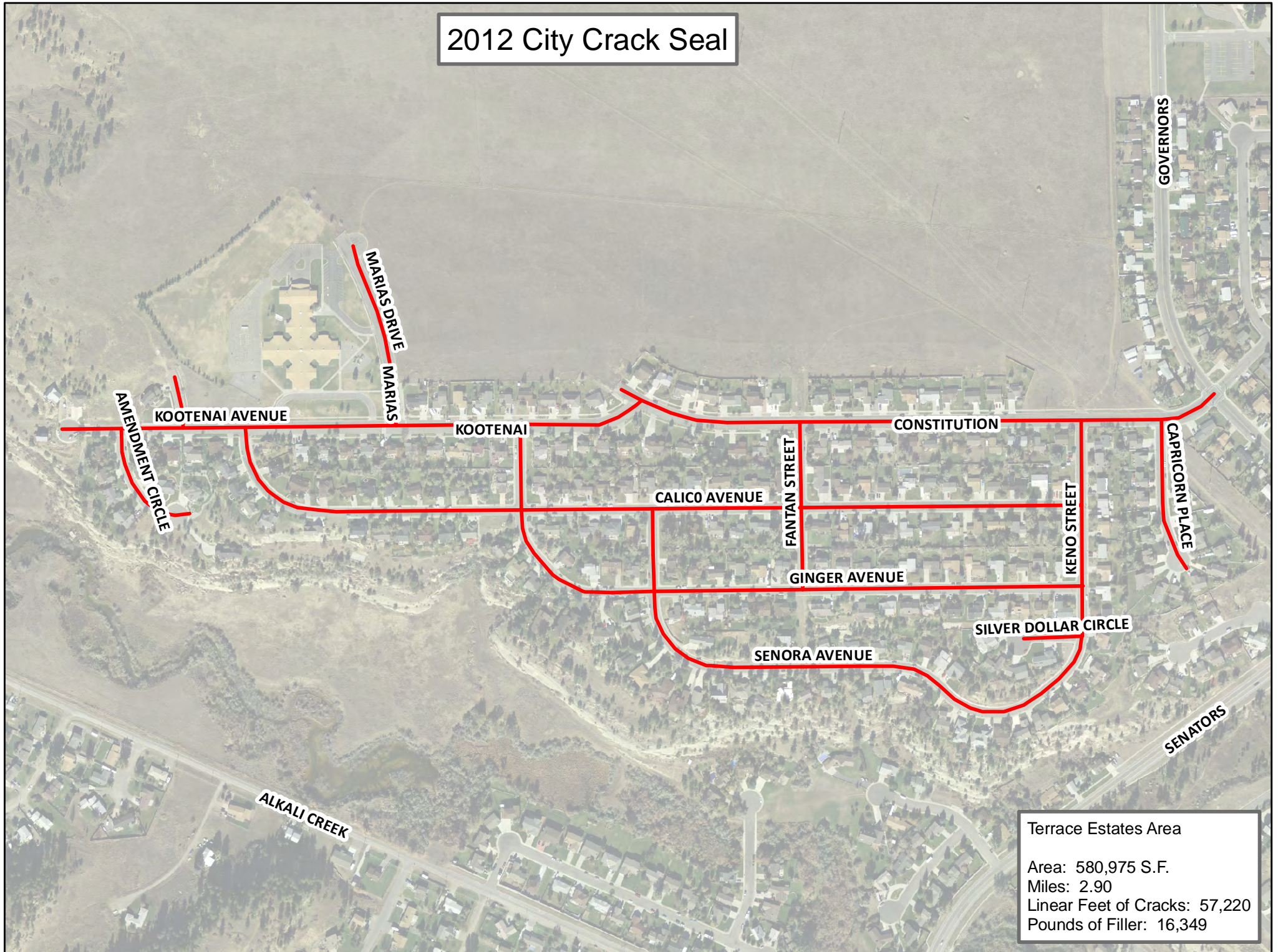
# 2012 City Crack Seal



Streeter Brothers Sub Area  
Area: 180,684 S.F.  
Miles: 1.16  
Linear Feet of Cracks: 17,796  
Pounds of Filler: 5,084

KING

# 2012 City Crack Seal



GOVERNORS

MARIAS DRIVE  
MARIAS

AMENDMENT CIRCLE

KOOTENAI AVENUE

KOOTENAI

CONSTITUTION

CALICO AVENUE

FANTAN STREET

KENO STREET

CAPRICORN PLACE

GINGER AVENUE

SILVER DOLLAR CIRCLE

SENORA AVENUE

SENATORS

ALKALI CREEK

Terrace Estates Area  
Area: 580,975 S.F.  
Miles: 2.90  
Linear Feet of Cracks: 57,220  
Pounds of Filler: 16,349

**Regular City Council Meeting**

**Meeting Date:** 10/09/2012

**TITLE:** W.O. 12-34; N. Broadway Sidewalks - Northern Hotel

**PRESENTED BY:** David Mumford

**Department:** Public Works

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**Information**

**PROBLEM/ISSUE STATEMENT**

This CTEP project will reconstruct the sidewalks, curb/gutter, landscaping and streetscaping features at the intersection of N. Broadway and 1st Avenue North adjacent to the Northern Hotel.

The project was advertised on September 13th, 20th, 27th, and October 4th in the Billings Times and on the City's website. Bids will be opened October 9th and by law, Council must act on the bid opening at this meeting. The bids will be opened the same day as the Council meeting, so the bid recommendation will be made at the Council meeting.

**ALTERNATIVES ANALYZED**

The Council may:

- Award the contract as presented at the meeting; or
- Reject all bids. If the contract is not awarded, the sidewalk adjacent to the Northern Hotel will not be restored and will not meet City Code.

**FINANCIAL IMPACT**

This project is funded by CTEP and Zootist, the owners of the Northern Hotel. Zootist has made a cash contribution to the City to cover their financial responsibility and to provide cash to construct the project. Zootist will be reimbursed for the CTEP share of the project as the project progresses and CTEP sends reimbursement. The City has no financial responsibility for this project.

**RECOMMENDATION**

Staff recommends that Council award a construction contract for W.O. 12-34, N. Broadway Sidewalks - Northern Hotel as presented at the meeting.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 10/09/2012

**TITLE:** W.O. 10-08, Water Treatment Plant Clearwell Baffle Project Change Order No. 8

**PRESENTED BY:** David Mumford

**Department:** Public Works

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**Information**

**PROBLEM/ISSUE STATEMENT**

As part of the Clearwell Baffle Project, the contractor is required to sandblast and recoat Clearwell No. 1 at the Water Treatment Plant. When the clearwell was taken out of service to complete the work, it was discovered that the roof of the clearwell was severely corroded and rusted. A structural analysis of the roof was completed and it was determined that a new roof needed to be constructed. The structural work for the new roof has been completed, but additional work to complete the new roof installation is needed before the contractor can resume the coating work included in the original contract. Specifically, the interior welds and weld splatter need to be ground down to bring the interior into compliance to accept the interior coating system. There was also additional mobilization and demobilization necessary because the contractor needed to remove all of their scaffolding and then replace it to enable the roof contractor to perform their duties.

**ALTERNATIVES ANALYZED**

The Council may:

- Approve Change Order No. 8 with COP Construction in the amount of \$212,875.97; or
- Do not Approve Change Order No. 8. Disapproval of Change Order No. 8 means the clearwell coating system on the interior roof will not be applied according to specifications which may will cause the roof to rust along the welds and void the coating warranty.

**FINANCIAL IMPACT**

Funding for this change order will be paid out of Water Funds. The original contract amount for this project is \$936,852.00. The contract amount including previous change orders is \$1,225,390.36 which is an increase of 31%. The contract amount after this change order is \$1,438,266.33 which is an increase of 53%. The work will be paid on a time and material basis not to exceed the amount of this change order.

**RECOMMENDATION**

Staff recommends that Council approve Change Order #8 for W.O. 10-08 Water Treatment Plant Clearwell Baffle Project with COP Construction in the amount of \$212,875.97.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 10/09/2012

**TITLE:** Rose Park Pool Improvements Professional Services Contract & Resolution Authorizing Temporary Expenditure of Council Contingency Funds

**PRESENTED BY:** Mike Whitaker

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

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**Information**

**PROBLEM/ISSUE STATEMENT**

The Rose Park Pool Improvements project was funded as part of the City Wide Park District in the Fiscal Year 2013 Budget. This project will replace the existing water slide structure and related appurtenances in time for the 2013 swimming season. An RFP was sent out July 27, 2012, requesting proposals for design, engineering and construction administration for this project. Three firms submitted responses and on August 30, 2012, the selection committee met and chose Interstate Engineering, Inc. of Billings as the top ranked firm to enter into contract negotiations. Interstate Engineering, Inc. has submitted a contract for services of \$30,600.00. See contract Attachment A.

**ALTERNATIVES ANALYZED**

The City Council may:

- Accept the contract amount of \$30,600.00, and authorize a Council Contingency Fund loan resolution to cover the costs, as outlined in the Financial Impact section; or
- Reject the contract amount and postpone improvements to the water slide structure until 2014 or later.

**FINANCIAL IMPACT**

Funding for this project was approved as part of the FY 2013 budget. This contract will be paid for out of these funds. However, these funds are not available until after taxes are collected on December 1, 2012, and therefore staff requests Council loan PRPL the contract amount out of the City Council Contingency Fund until after December 1, 2012, at which time the Contingency Funds will be repaid. See Resolution attached.

**RECOMMENDATION**

The Billings Parks, Recreation and Public Lands Department recommends awarding the bid to Interstate Engineering, Inc. for the amount of \$30,600.00 and approve funding of this amount from Council Contingency Funds until they can be re-paid after December 1, 2012.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Rose Park Pool Improvements Contract

Resolution for Temporary Funding for Rose Park Pool Improvements Contract

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**Contract for Professional Engineering Services  
For  
Rose Park Pool Improvements**

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In consideration of the mutual promises herein, City of Billings and **Interstate 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   4   pages (Basic Services of Contractor);

Appendix B consisting of   1   pages (Methods and Times of Payment);

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

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

Appendix E consisting of   1   pages (Project Schedule);

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

**PART I  
SPECIAL PROVISIONS**

Section 1. Definitions.

In this Contract:

- A. "Administrator" means the Park Planner for the Parks, Recreation and Public Lands Department or his designee.
- B. "Billings" means the City of Billings.
- C. "Contractor" means **Interstate 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 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.
  - a. Drawings shall be provided on mylar and in digital format in PDF and Auto CAD.DWG file format. All files must be readable by the CITY; any files not readable or corrupted shall be resubmitted. Compressed Files are not acceptable. Drawings using separate reference files, X-ref, shall be bound into one file prior to submission.
  - b. Word processing files in Microsoft Word.doc format. Files must be readable by the City.

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 June 3, 2013.

Section 4. Compensation; Method of Payment.

- A. 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.
- B. 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 therefor, and the other party fails to cure the default within 30 days after receiving the notice.

## Section 6. Duties Upon Termination

- A. If Billings terminates the 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) or mailed by prepaid first class registered or certified mail, return receipt requested to the following addresses:

Billings: Mark Jarvis  
City of Billings  
PRPL Department  
390 North 23<sup>rd</sup> Street  
Billings, Montana 59101 FAX: (406) 247-8641

Contractor: Brian Milne, PE  
Interstate Engineering, Inc.  
1211 Grand Avenue, Suite 6  
Billings, MT 59104 FAX (406) 256-9178

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 immediately upon receipt of written notice thereof from Billings.

#### 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 by a 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: Brian Milne, PE  
(President)

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 any and all claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including reasonable attorneys' fees and costs, arising from any wrongful or negligent act, error or omission of the 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

\_\_\_\_\_  
City Council or Designee

\_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

IRS Tax ID # \_\_\_\_\_

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

APPROVED AS TO FORM:

Date: \_\_\_\_\_

By \_\_\_\_\_

BRENT BROOKS, City Attorney

STATE OF MONTANA            )  
  :ss.  
COUNTY OF YELLOWSTONE    )

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

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

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

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

## Appendix A

### Basic Services of Contractor

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#### Section 1. Contractor's Rights and Duties.

- A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the Contractor'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 Contractor 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. Contractor's work shall be in accordance with the standards of sound Contracting 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 Contractor 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 Contractor. 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 Contractor'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 Contractor. For this project the Task Director designated for the Contractor is **Bill Enright, PE** working under the Principal-in-Charge, **Brian Milne, 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.
- B. Name a Task Director who shall be the liaison between the Contractor and Billings. For this project, the Task Director designated is Mark Jarvis.

Section 3. Scope of Work.

A. GENERAL:

The proposed project is to evaluate options to make improvements at Rose Park Pool including replacing the Tower Water Slide structure. The alternates to be considered are a multi-flume structure that may discharge into the existing plunge pool, discharge into a self-contained runoff trough, or a combination thereof. The height of the tower structure will be evaluated as to ride enhancement, plunge pool capabilities and budget constraints.

The modifications to the existing plunge pool features such as fountain sprays, valve control, access modification and potential theme slides for the very young pool patrons will be evaluated and presented to the Parks Department Staff for consideration.

The existing water slide pump system is intended to be reused for the new slide with the necessary connection modifications made based on the selected slide water flow requirements.

The options for demolition of the existing slide and tower, the removal and replacement of the perimeter fencing, and the removal and replacement of the existing irrigation system will be evaluated and presented to the Parks Department Staff for consideration.

A bid package to secure construction bids will be developed based on the procurement procedures for the City of Billings and will include a base bid section that will cover the items common to and required of the potential slide configurations with alternate bid items covering various slide manufacturers and other aquatic features. Following the bid opening the bids received will be evaluated and recommendations made to the Parks Department Staff for evaluation.

After a construction contract is finalized, construction administration will be provided including shop drawing review, periodic onsite visits, progress pay estimate review and recommendation, and provide project close-out documents.

B. The following is a summary of tasks to be provided:

**1. TASK 1 – SITE EVALUATION, ALTERNATE REVIEW, PARK BOARD / PUBLIC INTERACTION, AND FINAL PROJECT SCOPE DEVELOPMENT**

The work items with this task will be to provide conceptual layouts of various slide configurations, tower heights, plunge pool requirements, existing plunge pool features modifications, and related cost estimates to the Parks Department Staff. A preliminary selection of 2 or 3 concepts will be done by the Parks Department Staff and a presentation will be made to the Park Board on October 10, 2012. Based on input from the Park Board and City Staff, a conceptual plan containing 2 alternates will be developed and an informational display will be provided by us that will include the conceptual layouts, photographs of similar existing slides/attractions, and estimated costs. This information will be in a format to allow uploading to the City of Billings' website to allow for public review and comment. The final public input meeting will be at the November 14, 2012 Park Board meeting. After that meeting the preferred concept will be selected and the project will move into the next task of design.

**2. TASK 2 – DESIGN DOCUMENT STAGE**

Once the preferred concept is selected the design phase will begin, that will include developing the following:

- A) Demolition Plans including:
  - a. Slide removal
  - b. Fence removal
  - c. Irrigation system removal
  - d. Existing plunge pool modifications
- B) Slide pump and piping modification plan
- C) Site development plans including:
  - a. New concrete foundation layout
  - b. New concrete deck or access pads
  - c. New fencing and patron access layout
  - d. Electrical bonding plan for new slides
- D) Existing plunge pool / zero depth modification plans including:
  - a. Any wall or deck modifications
  - b. Access point modifications
  - c. Existing valve modifications in the spray feature vault
- E) Tower slide and other aquatic feature design parameter preparation
- F) Technical specification preparation
- G) Submission of plans to the Department of Public Health and Human Services and the Yellowstone County Sanitarian's office for review, comment, and approval. Any fee associated with the review and

approval process is to be paid for directly by the Parks Department and is not included in the consultant fee.

### **3. TASK 3 – BID DOCUMENT AND PROCUREMENT**

This task will involve the preparation of the call for bids, assembling the technical and procurement documents, answering contractor questions during advertising period, issuing any addenda that may be required, review the bids submitted, prepare bid tabulation, and make a recommendation to the Parks Department Staff for contract award.

### **4. TASK 4 – CONSTRUCTION PHASE**

This task will involve the contract administration after the award of the construction contract and will include the following:

- a. Shop drawing review
- b. Contract administration
- c. Periodic site visits
- d. Pay estimate review and approval
- e. Final project walk-thru and issuance of substantial completion
- f. Provide 1-year warranty compliance review

## Appendix B

### Methods and Times of Payment

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#### Section 4. Payments for Basic Services.

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

Partial payment shall be made to the Contractor upon receipt of the Contractor's pay estimate, said estimate being proportioned to the work completed by the Contractor. Billings shall deduct ten percent (10%) from each monthly pay estimate to be held until the completion of the final scope of work. The final payment shall be made only after acceptance of final documents by Billings, and determination that the scope of work has been satisfactorily completed.

A. For services rendered prior to and during construction, Appendix A, the Contractor shall be paid a total of **\$30,600.00** as follows:

i.	<b>TASK 1 – SITE EVALUATION, ALTERNATE REVIEW, PARK BOARD / PUBLIC INTERACTION, AND FINAL PROJECT SCOPE DEVELOPMENT</b>	<b>\$6,500.00</b>
ii.	<b>TASK 2 – DESIGN DOCUMENT STAGE</b>	<b>\$14,200.00</b>
iii.	<b>TASK 3 – BID DOCUMENT AND PROCUREMENT</b>	<b>\$3,900.00</b>
iv.	<b>TASK 4 – CONSTRUCTION PHASE (COMPLETED ON AN HOURLY BASIS WITH A NOT TO EXCEED AMOUNT)</b> (*This amount cannot be increased unless both parties agree that a change is warranted).	<b><u>\$6,000.00*</u></b>
	<b>TOTAL</b>	<b>\$30,600.00</b>

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

#### Section 5. 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 6. Corrections.

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

## **Appendix C**

### **Additional Services of Engineer**

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

- A. Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study.

## Appendix D

### Schedule of Professional Fees

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

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

#### Section 1. Professional Services.

See Attachment #1

#### Section 9. Materials and Other Direct Costs.

Materials and other direct costs will be invoiced at current rates, plus a ten percent (10%) handling fee. Included as direct costs are the following:

- A. Approved Employee Meals, Lodging, Transportation
- B. Premium Delivery Service (UPS, Federal Express, etc.)
- C. Toll Communication Services (Telephone, Fax, etc.)
- D. Supplies
- E. Premiums for Special Insurance, Performance Bonds, etc.
- F. Other Out-of-Pocket Expenses
- G. Consultants

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

**ATTACHMENT #1**

**SCHEDULE OF RATES**

1.	<u>Engineers</u>			
	(A) Staff Engineer	\$101.00	per hour	
	(B) Project Engineer	\$121.00	per hour	
	(C) Senior Project Engineer	\$166.00	per hour	
	(D) Senior Traffic Engineer	\$186.00	per hour	
	(E) Principal Engineer	\$221.00	per hour	
2.	<u>Surveyors</u>			
	(A) Senior Land Surveyor	\$134.00	per hour	
	(B) Land Surveyor	\$116.00	per hour	
	(C) GPS Surveyor	\$155.00	per hour	
	(D) Party Chief	\$96.00	per hour	
	(E) Field Assistant	\$63.00	per hour	
3.	<u>Technicians</u>			
	(A) Senior Technician	\$126.00	per hour	
	(B) Project Technician	\$106.00	per hour	
	(C) Technician	\$91.00	per hour	
	(D) Field Assistant	\$63.00	per hour	
4.	<u>Draftspersons - Clerical – Computer</u>			
	(A) Senior Draftsperson	\$98.00	per hour	
	(B) Draftsperson	\$91.00	per hour	
	(C) Computer Specialist	\$126.00	per hour	
	(D) Administrative Assistant	\$63.00	per hour	
5.	<u>Chargeable Expenses</u>			
	(A) Subsistence at actual cost			
	(B) Travel Vehicle	\$ .60	per mile	
	Survey Vehicle	\$ .70	per mile	
	Aircraft		Actual Cost	
	(C) Any but ordinary first – class postage at actual cost.			
	(D) Cost of surveying materials, filing fee, drafting materials and other materials required for the job at actual cost plus 25%.			
	(E) Recordation Per Monument	\$35.00	per monument	
	(F) Plat Certification	\$35.00	per certification	
	(G) Printing			
	1. 8½" x 11"	\$0.15	per page	B & W
		\$0.50	per page	Color
	2. 11" x 17"	\$0.25	per page	B & W
		\$0.50	per page	Color
	3. 24" x 36"	\$9.00	per sheet	
	4. Mylar	(\$3.00 ft <sup>2</sup> )		
	(H) Equipment Rental Rates			
	1. ATV	\$75.00	per day	
	2. UTV	\$150.00	per day	
	3. UTV with Tracks / Snowmobile	\$200.00	per day	
	(I) Subconsultant Services at Actual Cost Plus 10%			
	(J) Any and all sales and use tax, TERO or other special fees, which apply to this contract.			

**Professionals you need, people you trust**

P.O. Box 2035 • 1903 12<sup>th</sup> Avenue SW • Jamestown, ND 58402-2035 • P: 701-252-0234 • F: 701-252-0203 • [www.interstateeng.com](http://www.interstateeng.com)

## Appendix E

### Project Schedule

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- A. Based on contract approval by Billings City Council, a notice to proceed by Billings dated on or about **September 25, 2012** will be issued. The completion date for the Contractor's work through Construction Phase shall be **June 3, 2013**.
- B. Upon Notice to Proceed, Contractor shall prepare a Work Plan Schedule demonstrating the approved project scope and proposed timeline for the project.
- C. 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.
- D. If the Engineer is behind on this Contract due to no fault of Billings, then the Engineer hereby acknowledges the right of Billings to withhold future Contracts to the Engineer in addition to any other remedy until this Contract is brought back on schedule or otherwise resolved.

Appendix F

**Certificate(s) of Insurance**

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(Attach Certificate(s) of Insurance)

**Regular City Council Meeting**

**Meeting Date:** 10/09/2012

**TITLE:** WO 13-01; Contract for Professional Engineering Services, 2013 Sanitary Sewer and Water Replacement Projects

**PRESENTED BY:** David Mumford

**Department:** Public Works

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**Information**

**PROBLEM/ISSUE STATEMENT**

The City Council will consider awarding a professional engineering services contract to DOWL HKM in the amount of \$870,300.00 for design, bidding and construction administration services on the 2013 Sanitary Sewer and Water Replacement Projects. The projects include approximately 3,100 linear feet of water main replacement on Broadwater Avenue between 19th and 24th Street West; 6,500 linear feet of sanitary sewer main replacement on and adjacent to Broadwater Avenue between 16th and 24th Street West; and 5,700 linear feet of sanitary sewer main replacement in the general vicinity of Virginia Lane and Parkhill Drive.

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

The City replaces and upgrades its water and sanitary sewer utilities as part of an annual maintenance program. As underground pipe approaches the end of its useful life, the City's maintenance costs increase. Corroding water main and the leaking joints lead to water loss and reduced service capacity. Water main breaks can cause public and private property damage. Deteriorating sanitary sewer mains can become intruded by tree roots which causes problems such as misalignment, leakage, groundwater inflow, loss in carrying capacity and sewage backups into public and private property.

**ALTERNATIVES ANALYZED**

The Council may:

- Award the engineering contract to DOWL HKM; or
- Do not award the engineering contract to DOWL HKM. If the projects are not constructed, the City's sanitary sewer and water distribution systems in these areas will continue to experience ongoing maintenance problems and expenses.

**FINANCIAL IMPACT**

Funding for these projects has been approved by City Council in the Capital Improvement Program (CIP). Funding is sufficient for the engineering design and construction administration portion of the project , as well as for the project construction planned for bidding to contractors in April, 2013.

**RECOMMENDATION**

Staff recommends that Council award a professional engineering services contract for the design and construction administration of the 2013 Sanitary Sewer and Water Replacement Projects to DOWL HKM in the amount not to exceed \$870,300.00.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

WO 13-01 FINAL PES Contract

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# Contract for Professional Engineering Services

## City of Billings W.O. 13-01 2013 Sanitary Sewer and Water Rehabilitation

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

Part I, consisting of 15 Sections of Special Provisions;

Part II, consisting of 11 Sections of General Provisions;

Appendix A consisting of 7 pages (Basic Services of Engineer);

Appendix B consisting of 1 page (Methods and Times of Payment);

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

Appendix D consisting of 3 pages (Schedule of Professional Fees);

Appendix E consisting of 1 page (Project Schedule);

Appendix F consisting of 5 pages (Certificate(s) of Insurance)

### **PART I SPECIAL PROVISIONS**

#### Section 1. Definitions.

In this Contract:

- A. "Administrator" means the City Engineer of the Engineering Division of the Public Works Department or the designee.
- B. "Billings" means the City of Billings.
- C. "Engineer" means DOWL HKM.
- D. "Contractor" means the third party responsible for the physical construction of the project.

#### Section 2. Scope of Services.

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

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

Section 3. Time for Performance.

- A. This Contract becomes effective when signed on behalf of Billings.
- B. The Engineer shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
- C. This Contract shall terminate at midnight on December 31, 2014.

Section 4. Compensation; Method of Payment.

- A. Subject to the Engineer's satisfactory performance, Billings shall pay the Engineer no more than Eight Hundred Seventy Thousand Three Hundred dollars (\$870,300.00) in accordance with this Section.
- B. The Engineer is not entitled to any compensation under this Contract, other than is expressly provided for in this Section.
- C. As a condition of payment, the Engineer shall have paid all City taxes currently due and owing by the Engineer.

Section 5. Termination of the Engineer's Services.

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

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

Section 6. Duties Upon Termination

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

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

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

#### Section 7. Insurance.

- A. The Engineer shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Contract, the Engineer shall furnish the Administrator with proof of insurance in accordance with Subsection B of this Section.
- B. The Engineer shall provide the following insurance:
  - 1. Workers' compensation and employer's liability coverage as required by Montana law.
  - 2. Commercial general liability, including contractual and personal injury coverage's -- \$1,500,000 per occurrence.
  - 3. Commercial automobile liability -- \$1,500,000 per accident.
  - 4. Professional liability in the amount of \$1,500,000 per occurrence.
- C. Each policy of insurance required by this Section shall provide for no less than 30 days' advance notice to Billings prior to cancellation.
- D. Billings SHALL be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies. In addition, all policies except Professional Liability and Worker's Compensation shall contain a waiver of subrogation against Billings.

#### Section 8. Assignments.

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

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

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

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

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

Engineer: DOWL HKM  
Wade Irion, PE, Regional Manager  
222 North 32<sup>nd</sup> Street, Suite 700  
Billings, Montana 59101 FAX: (406) 656-6398 / PHONE: (406) 656-6399

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

Section 11. Contract Budget.

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

Section 12. Force Majeure.

- A. Any failure to perform by either party due to force majeure shall not be deemed a violation or breach hereof.
- B. As used in this Contract, force majeure is an act or event of substantial magnitude, beyond the control of the delayed party, which delays the completion of this Contract, including without limitation:
  - 1. Any interruption, suspension or interference resulting solely from the act of Billings or neglect of Billings not otherwise governed by the terms of this Contract.
  - 2. Strikes or Work stoppages.
  - 3. Any interruption, suspension or interference with the project caused by acts of God, or acts of a public enemy, wars, blockades, insurrections, riots, arrests or restraints of governments and people, civil disturbances or similar occurrences.
  - 4. Order of court, administrative agencies or governmental officers other than Billings.

Section 13. Financial Management System.

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

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

Section 14. Funding Requirements.

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

Section 15. Subcontracts.

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

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

**PART II**  
**GENERAL CONTRACT PROVISIONS**

Section 1. Relationship of Parties.

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

Section 2. Nondiscrimination.

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

Section 3. Permits, Laws, and Taxes.

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

Section 4. Nonwaiver.

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

Section 5. Amendment.

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

Engineer: Wade Irion, PE, Regional Manager  
(title of position)

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

Any civil action arising 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 deemed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the Contract.

Section 8. Integration.

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

Section 9. Liability.

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

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

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

- A. Billings shall not indemnify, defend, save and hold the Engineer 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 the Engineer occurring during the course of or as a result of the performance of the Contract.
- B. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both Billings and the Engineer, Billings shall indemnify, defend, save, and hold the Engineer 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 Billings' or any subcontractor's wrongful or negligent acts occurring as a result from Billings' performance pursuant to this Contract.

#### Section 10. Inspection and Retention of Records.

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

Section 11. Availability of Funds.

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

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

City of Billings

Engineer—DOWL HKM

\_\_\_\_\_  
City Council or Designee

\_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

IRS Tax ID # \_\_\_\_\_

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

APPROVED AS TO FORM:

Date: \_\_\_\_\_

By \_\_\_\_\_

BRENT BROOKS, City Attorney

STATE OF MONTANA            )  
  :ss.  
COUNTY OF YELLOWSTONE    )

On this \_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of \_\_\_\_\_, and acknowledged to me that they executed the foregoing instrument on behalf of said corporation having first been authorized to do so.

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

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

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

## Appendix A

### Basic Services of Engineer W.O. 13-01, 2013 Sanitary Sewer and Water Rehabilitation

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#### 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 Paul Swenson, PE working under the Principal-in-Charge, Ray Armstrong, 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.

B. Name a Task Director who shall be the liaison between the Engineer and Billings. For this project, the Task Director designated is Randy Straus, PE working under the City Engineer, Debi Meling, PE.

Section 3. Scope of Work.

**SCOPE OF WORK:**

See the following pages:

The project consists of design, bidding, and construction phase services for the *City of Billings W.O. 13-01: 2013 Sanitary Sewer & Water Rehabilitation* project. The project includes approximately 3,100 LF of water main replacement on Broadwater Avenue between 19th Street West and 24th Street West; 6,442 LF of sewer main replacement on and adjacent to Broadwater Avenue between 16th Street West and 24th Street West; and 5,724 LF of sewer main replacement in the general vicinity of Parkhill Drive and Virginia Lane; or equivalent lengths of similar sizes and types of pipe replacement work within the City of Billings as agreed upon by both parties.

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

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

*A. Preliminary Design Phase*

1. Assist City with finalizing sewer replacement project areas. Conduct a field review of final project areas with City staff to review routes and project objectives.
2. Conduct field design surveys within the project limits. Data collection shall include establishment of permanent horizontal and vertical control, topographic features, existing utilities, measure-downs, and existing property pins. Utilize the One-Call service to locate and demarcate buried utilities for survey. Field survey data will be used by Engineer to develop preliminary project base mapping.
3. Perform research to verify existing right-of-way locations utilizing platted information, ownership records, and found property pins. Incorporate information into base mapping. Determine locations where additional right-of-way or easements must be secured by the City.
4. Perform geotechnical engineering tasks, including field bore hole explorations, groundwater monitoring well installations, shallow asphalt cores, sampling, and laboratory testing to determine appropriate pavement section designs, subgrade treatment, groundwater conditions, utility foundations, and pipe material selections. Perform literature review of documented environmental issues directly adjacent to project areas; no additional drilling, sampling, or testing is included in this environmental review. Prepare a geotechnical report with recommendations to be incorporated into the construction specifications.
5. Collect from City and review available utility as-builts, service line records, CCTV inspections, and other information and studies as applicable. Incorporate available information into design drawings and specifications.
6. Design utility alignments, profiles, and sections for water and sewer mains. Confirm appropriate utility sizing within the project limits with City staff and Master Plan document. No system modeling, field flow metering, or other sizing studies are included in this scope.
7. Evaluate project segments for the feasibility of utilizing trenchless utility replacement methods. Design trenchless alternatives as applicable.

8. Prepare preliminary plans, specifications, and opinion of probable cost using all data gathered.
9. Coordinate with City staff, adjacent property owners, and other private and public stakeholders in the development of utility improvements. Plan and facilitate one (1) public informational meeting.
10. Coordinate the identification and evaluation of potential private utility conflicts, including overhead and underground power, cable TV, natural gas, telephone and communications. Send preliminary construction plans to private utilities for review and comment. Plan and facilitate one (1) utility coordination meeting.
11. Identify locations to perform subsurface potholing at critical utility crossings or conflicts to identify specific utility elevations or locations. Survey the elevations and locations in the field for incorporation into the design, and restore the surfacing. Due to the uncertainty of the amount of potholing that will be required, this scope and the associated professional fee does not include the cost of a vacuum truck via subcontract to perform the potholing, which shall be considered an Extra Service.
12. Create preliminary traffic control plans for project areas. Coordinate with other City construction projects as applicable. Traffic control plans will generally be a combination of specific layouts for arterial and collector streets and generic layouts for residential streets and alleys.
13. Identify potential construction staging areas, disruptions to private access and parking, and other site constraints and issues relating to construction. Coordinate zone construction work hours, work sequencing, and other related construction scheduling issues with City. Incorporate appropriate Special Provisions into the project specifications.
14. Attend 30% design review, 70% design review, traffic control design review, and other necessary design review and coordination meetings with City staff.
15. Provide project management and internal quality assurance throughout this phase.
16. Deliverables for this phase include:
  - a. 30% design drawings (base mapping and preliminary plan alignments only); 5 sets; 11"x17" format
  - b. 70% design drawings (complete preliminary plan & profile drawings); 5 sets; 11"x17" format, or full size drawings upon request
  - c. Preliminary specifications; 2 copies
  - d. Preliminary geotechnical report; 2 copies
  - e. Preliminary traffic control plans; 2 copies
  - f. Preliminary opinion of probable cost; email transmission

*B. Final Design and Bidding Phase*

1. Compile property owner and occupant information for adjacent parcels and create address database. Prepare and send one (1) information mailing to all database entries, which shall include general project information, notification of the public meeting, general construction information, business questionnaires, and notification of the construction informational website and email list.
2. Prepare final plans and specifications using all input received during preliminary design. Plans and specifications will be prepared in accordance with MPWSS and City of Billings Standard Modifications, latest editions. Stamp and sign all plans and specifications with the seal of a Professional Engineer.

3. Finalize geotechnical report and traffic control plans.
4. Tabulate project quantities and create bid schedule. Finalize the Engineer's opinion of probable cost based on final quantities.
5. Prepare design report for the City, and as required for Montana Department of Environmental Quality approval.
6. Apply for all permits, licenses, and approvals necessary to construct the project, including approvals from the Montana Department of Environmental Quality. All permit and licensing fees will be paid by the City. Construction stormwater permits shall be the responsibility of the construction Contractor and are excluded from this scope; Engineer will only prepare erosion and sedimentation control plans for inclusion in the project specifications.
7. Supply all bidding documents necessary for bidding and construction. Provide bid advertisement text to the City for publication. Schedule and conduct a pre-bid conference, publish meeting minutes, answer bid questions, and prepare any necessary addenda. Conduct a pre-bid field review with bidders as necessary.
8. Attend the bid opening, analyze the bids, prepare and distribute a bid tabulation, and make a construction contract award recommendation.
9. Assist the City in procurement of the final contract agreement, review bonds and insurance provided by the contractor, assemble and distribute conforming copies of contract documents, and issue a notice to proceed for construction.
10. Provide project management and internal quality assurance throughout this phase.
11. Deliverables for this phase include:
  - a. 95% design drawings for final review; 5 sets; 11"x17" format
  - b. 100% design drawings and specifications for approval and bidding
  - c. Design report
  - d. Final geotechnical report
  - e. Final opinion of probable cost
  - f. Bid advertisement
  - g. Pre-bid meeting minutes
  - h. Addenda, as required
  - i. Bid tabulation
  - j. Recommendation of Award letter; Notice of Award
  - k. Conforming copies of the construction contract; 5 sets total
  - l. Notice to Proceed
  - m. Contractor's construction plans and specifications; up to 10 sets; 11"x17" format (2 full-size plan sets upon request)

*C. Construction Administration and Services Phase*

1. This scope and the associated professional fee assume:
  - a. Two (2) construction contracts/Contractors for this project, with construction contract durations of 140 days for the Broadwater area water and sewer work (Schedule 1) and 80 days for the remaining sewer work (Schedule 2).
  - b. Engineer shall consult with the City and act as representative for the City as defined in the construction contract documents, which will incorporate the MPWSS, and specifically the General Conditions contained therein as modified by the City of Billings Standard Modifications, latest edition.
  - c. The extent and limitation of the duties, responsibilities, and authority of the Engineer will be as assigned in the construction contract documents and shall not be modified, except as Engineer may otherwise agree in writing.

2. Schedule and conduct a pre-construction conference, publish meeting minutes, and answer contractor questions. Conduct a pre-construction field review with contractors as necessary.
3. Take pre-construction photos and videos of the project areas.
4. Provide full-time construction observation utilizing a Resident Project Representative (RPR) to assist Engineer in observing progress, quality of work, and conformance to the contract documents and other applicable codes and standards. Up to two (2) full-time RPRs (one per work Schedule) will be provided for the duration of the construction contracts. Inspection activities shall include review of all major work items, including traffic control set-ups and sediment and erosion control plans. RPRs will prepare daily inspection reports, daily quantity summaries, weekly progress reports, weekly workforce and equipment reports, and other reports as required. RPR responsibilities are further defined in the General Conditions contained in the City of Billings Standard Modifications, latest edition.
5. Develop and implement a quality assurance testing plan for materials testing in accordance with the City of Billings Standard Modifications, latest edition. Conduct a pre-construction testing meeting with RPRs, field testing personnel, and lab manager to coordinate testing requirements. Provide qualified personnel, equipment, and supplies for field testing of materials throughout construction.
6. Monitor and collect results from contractor's separate quality control materials testing program.
7. Provide personnel, equipment, and supplies for field staking of principal elements of the construction layout to give the contractor measurements, lines, locations, and grade necessary for construction. The contractor will be responsible for any detailed layouts, such as laser and/or other line and grade establishment techniques for laying sewer lines between Engineer's staking intervals.
8. Review contractor's submittals, such as shop drawings, samples, equipment, mix designs, aggregates, and other data, for conformance to the contract documents. This review does not include review of any dewatering plans and shall not extend to contractor's means, methods, techniques, sequences, procedures, or safety programs.
9. Attend and conduct a weekly construction meeting with the City and contractor. Allow up to 3 hours per week for the weekly construction meeting and any related follow-up activities.
10. Respond to contractor requests for information. Issue necessary clarifications and interpretations of the contract documents. Notify the City immediately of any contract problems or deviations from the approved contract documents. Issue notices as required by the construction contract. Recommend and prepare Work Change Directives and Change Orders for the City as necessary. Change orders that require additional design or construction services by Engineer will be considered Additional Services and compensated in accordance with the provisions of this Contract.
11. Receive, review, and transmit to City all contractor requests for City staff involvement and approvals, such as valve and hydrant operation requests, water quality sampling requests, traffic control reviews, etc. Assure required advance notice requirements are being met by contractor for all requests to the City for reviews, inspections, operations, and testing.
12. Prepare weekly website and email informational update content, including current project maps and work descriptions. The City will host and maintain the

- website, with content provided by the Engineer. The Engineer will collect email addresses from mailing and meeting responses, and disseminate the same content to the email list.
13. Make visits to the site at intervals appropriate to various stages of construction to observe, as an experienced and qualified design professional, the progress of the contractor's work. Visits by the Engineer shall be limited to spot checking and similar methods of general observation of the work as assisted by the RPR.
  14. Review and recommend monthly contractor payment requests. Provide the City with a breakdown of water and sewer components of each payment for internal funds tracking.
  15. Conduct substantial completion and final inspections with City and contractor. Prepare and monitor punchlist items required for completion of the work by contractor.
  16. Maintain documentation of all field installations, including the location of all underground utilities encountered during construction, for assistance with preparation of project record drawings. Prepare record drawings by incorporating all field modifications to the construction drawings. Allow review by City of record drawings prior to issuing final record drawings. Record drawings will include, at a minimum:
    - a. Offset distances measured from the right-of-way to all public water mains and sanitary sewers
    - b. Invert elevations marked for each manhole, structure, and each connection thereto, as well as the end of each stubbed main or service line.
    - c. Locations of water and sewer services based on measurements from property lines.
    - d. Elevations indicating the depth of bury of all public water mains and sanitary sewers. These elevations shall be shown at each street or right-of-way intersection and at such intervals along these utilities as may be deemed appropriate by the City Engineer.
    - e. Permanent bench marks shown.
  17. Conduct a one-year anniversary inspection of the project. Identify deficiencies and warranty items requiring correction, and provide notification to contractor.
  18. Provide project management and internal quality assurance throughout this phase.
  19. Deliverables for this phase include:
    - a. Pre-construction meeting minutes
    - b. Pre-construction photos
    - c. Contractor submittals; one copy to City
    - d. Weekly RPR inspection reports, upon request
    - e. Monthly quality assurance materials testing reports and charts
    - f. Miscellaneous construction forms, as required
    - g. Review set of record drawings; 2 copies; 11"x17" format
    - h. Final record drawings, consisting of two (2) sets of as-built drawings on full size paper and in digital format, in accordance with Part I, Section 2, Article D of this Contract, and as required by Montana Department of Environmental Quality

## Appendix B

### Methods and Times of Payment W.O. 13-01, 2013 Sanitary Sewer and Water Rehabilitation

---

#### Section 1. Payments for Basic Services.

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

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

- A. For services rendered under Appendix A of this Agreement, the Engineer shall be paid based upon actual time accrued, but not to exceed Eight Hundred Seventy Thousand Three Hundred dollars (\$870,300.00) based on the following tasks:

Task 1	Preliminary Design Phase	\$243,600.00
Task 2	Final Design and Bidding Phase	\$143,500.00
Task 3	Construction Administration and Services Phase	\$483,200.00

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

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

Requests made or conditions identified by interested groups at the agency or public meetings which are beyond the scope and intent of the services to be performed under Appendix A shall be paid for on an hourly basis at the applicable fees in Appendix D or by an addendum to this Agreement.

#### Section 3. Corrections.

Costs of Billings work that is required for the purpose of correcting the Engineer's work 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 W.O. 13-01, 2013 Sanitary Sewer and Water Rehabilitation**

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

- A. Requests made or conditions identified which are beyond the scope and intent of the services identified under Appendix A.

## **Appendix D**

### **Schedule of Professional Fees W.O. 13-01, 2013 Sanitary Sewer and Water Rehabilitation**

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

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

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

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



**MONTANA FEE SCHEDULE**

**Personnel Billing Rates**

Senior Manager	\$180.00
Engineer VI	\$155.00
Engineer V	\$145.00
Engineer IV	\$120.00
Engineer III	\$100.00
Engineer II	\$85.00
Engineer I	\$75.00
Engineering Technician IV*	\$100.00
Engineering Technician III *	\$85.00
Engineering Technician II *	\$75.00
Engineering Technician I *	\$50.00
Planner II*	\$85.00
Environmental Specialist II	\$85.00
Geologist II	\$105.00
Laboratory Manager	\$95.00
Laboratory Technician *	\$60.00
Inspector *	\$90.00
Survey Manager	\$120.00
Professional Land Surveyor *	\$100.00
Project Surveyor*	\$80.00
Crew Chief *	\$70.00
Survey Technician *	\$55.00
Accounting Technician *	\$70.00
Marketing Assistant *	\$65.00
Administrative Assistant *	\$55.00

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

**Equipment, Materials, & Supplies**

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

**Travel, Mileage, & Miscellaneous**

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

Per diem (per person, per day Montana)	=	\$51.00/day
Lodging	=	cost per night
Airfare	=	cost
Vehicle Usage – Automobiles	=	0.75/mile

Vehicle Usage – Pickups, Suburban	=	1.00/mile
Printing/Supplies/Phone/Fax/Postage	=	Note 2
Specialized Software/Hardware	=	Note 3
Subcontractors	=	Cost + 10%
Laboratory Analysis	=	Cost + 10%
Other/Miscellaneous	=	Cost + 10%

**Notes**

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

## Appendix E

### Project Schedule W.O. 13-01, 2013 Sanitary Sewer and Water Rehabilitation

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Based on a notice to proceed by Billings date no later than October 9, 2012, the completion date for the Engineer's work through final design shall be:

- A. Preliminary Engineering Services (30% Design): December 21, 2012
- B. Preliminary Engineering Services (70% Design): February 1, 2013
- C. Final Engineering Services (100% Design): March 29, 2013

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

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

**Appendix F**

**Certificate(s) of Insurance  
W.O. 13-01, 2013 Sanitary Sewer and Water Rehabilitation**

---

Attach Certificate(s) of Insurance



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/21/2012

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

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

<b>PRODUCER</b> Alaska USA Insurance Brokers P.O. Box 196530 Anchorage AK 99519		<b>CONTACT NAME:</b> Julie Mathews, CIC <b>PHONE (A/C, No, Ext):</b> (907) 561-1250 <b>FAX (A/C, No):</b> (907) 561-4315 <b>E-MAIL ADDRESS:</b> j.mathews@alaskausainsurance.com <b>PRODUCER CUSTOMER ID #:</b> 00032838	
<b>INSURED</b> DOWL LLC operating as DOWL HKM 222 North 32nd Street Suite 700 Billings MT 59101		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Firemans Fund Insurance Co.	<b>NAIC #</b> 21873
		<b>INSURER B:</b> Alaska National Ins. Company	<b>NAIC #</b> 38733
		<b>INSURER C:</b> National Surety Corp.	<b>NAIC #</b> 21881
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 11-12 MT Billings      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		MXX80936220	12/1/2011	12/1/2012	MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Includes XCU						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	X		11LAS07255	12/1/2011	12/1/2012	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						Uninsured motorist combined \$ 1,000,000
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 0			XAE57670598	12/1/2011	12/1/2012	\$
	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 \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 DOWL HKM Project No. 4028.20515.01, 2013 Sanitary Sewer & Water Rehabilitation; WO #13-01. City of Billings, Montana is an Additional Insured on the General Liability and Automobile Liability policies, but only with respect to the project described herein or as required by written contract. Coverage provides Waiver of Subrogation. Subject to the policy terms, conditions and exclusions.

<b>CERTIFICATE HOLDER</b>  City of Billings, Montana PO Box 1178 Billings, MT 59103	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  J Mathews, CIC/JULIEM <i>Julie R. Mathews</i>

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



**CERTIFICATE OF INSURANCE**

**DATE**

09/21/12

**NAME AND ADDRESS OF INSURED**

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

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

The policy of insurance listed below has 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 policy described herein is subject to all the terms, exclusions and conditions of such policy. Aggregate limits shown may have been reduced by paid claims.

**TYPE OF INSURANCE**

Professional Liability

**POLICY NUMBER**

212089

**EFFECTIVE DATE**

01/01/12

**EXPIRATION DATE**

12/31/12

**LIMITS OF LIABILITY**

\$1,500,000 EACH CLAIM

\$1,500,000 ANNUAL AGGREGATE

**PROJECT DESCRIPTION**

2013 Sanitary Sewer & Water Rehabilitation  
W.O. 13-01  
DOWL HKM's project number: 4028.20515.01

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

**CERTIFICATE HOLDER**

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

**ISSUING COMPANY:**

TERRA INSURANCE COMPANY  
(A Risk Retention Group)

President



# CERTIFICATE OF LIABILITY INSURANCE

262422

DATE (MM/DD/YYYY)  
9/21/2012

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

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

<b>PRODUCER</b> Commercial Lines - (206) 892-9200 CAL# 0D08408 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 601 Union Street, Suite 1300 Seattle, WA 98101-1371	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER D:															
INSURER E:															
INSURER F:															
<b>INSURED</b> DOWL LLC operating as DOWL HKM (MT) 222 North 32nd Street, Suite 700, Billings, MT 59101															

**COVERAGES**

CERTIFICATE NUMBER: 4883011

REVISION NUMBER: See below

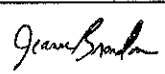
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$																
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$																
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$																
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLRC46459027 USL&H & Jones Act Coverage	05/01/12	05/01/13	<table border="1"> <thead> <tr> <th>X</th> <th>WC STATU-TORY LIMITS</th> <th>OTH-ER</th> <th></th> </tr> </thead> <tbody> <tr> <td></td> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$ 1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$ 1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$ 1,000,000</td> </tr> </tbody> </table>	X	WC STATU-TORY LIMITS	OTH-ER			E.L. EACH ACCIDENT		\$ 1,000,000		E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000		E.L. DISEASE - POLICY LIMIT		\$ 1,000,000
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	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000																				

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

WC 00 03 13 11 05 Re: Project Name - 2013 Sanitary Sewer & Water Rehabilitation.  
 Project/Contract Number: W.O 13-01  
 DOWL HKM's Project Number: 4028.20515.01  
 Evidence of Insurance Coverage, Waiver of Subrogation applies per attached endorsement form.

**CERTIFICATE HOLDER****CANCELLATION**

City of Billings, Montana P.O. Box 1178 Billings, MT 59103	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**Workers' Compensation and Employers' Liability Policy**

Named Insured NANA REGIONAL CORPORATION, INC. 1001 E. BENSON BLVD. ANCHORAGE AK 99508	Endorsement Number  Policy Number Symbol: WLR Number: WLRC46459027
Policy Period 05/01/12 TO 05/01/13	Effective Date of Endorsement 05-01-2009

Issued By (Name of Insurance Company)  
ACE AMERICAN INSURANCE COMPANY

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

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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

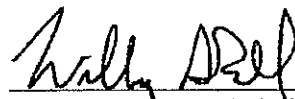
This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

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

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

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



Authorized Agent

**Regular City Council Meeting**

**Meeting Date:** 10/09/2012

**TITLE:** Planning and Community Services Office Space Selection

**PRESENTED BY:** Candi Beaudry

**Department:** Planning & Community Services

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**Information**

**PROBLEM/ISSUE STATEMENT**

The existing library building, occupied by the City Planning and Community Services Department (PCSD), will be demolished in December, 2013. Until then, a significant amount of building and construction activity will take place adjacent to the building, inconveniencing both staff and PCSD customers. To continue to provide high quality customer service and maintain good staff morale, the PCSD sought proposals from property agents and landlords for available office space to accommodate the Department. A Request for Proposals (RFP) was advertised in the Billings Gazette on June 10 and 17, and responses were requested by June 29. Nine proposals were received. During the summer, the proposals were evaluated based on the selection criteria listed in the RFP:

- A. Cost
- B. Adequacy of space/layout
- C. Location
- D. Remodeling needs if any
- E. ADA compliance
- F. Availability of convenient parking
- G. Availability date
- H. Other amenities

Every effort was taken to ensure a fair and equitable selection process. Initially, five properties were selected by the PCSD senior staff to visit. As additional information was presented by some of the agent/owners of the properties, it was necessary to request supplemental information from the other contending properties so that an equal comparison of attributes could be made. The City Information Technology Division provided comparative costs on extending or leasing fiber optics at the proposed locations. Equipped with the information provided in the original submittal and the supplemental request for information, all nine properties were scored according to the evaluation criteria listed in the RFP. The two properties that scored the highest also had the same score. Because of that, both properties were further evaluated for more detailed cost information. An architect was employed to estimate the cost of tenant improvements in both locations and the IT Department provided a more detailed inspection report of the two locations. The tenant improvement costs and the configuration of the existing computer and phone network were the main deciding factors for selecting between the two highest ranked properties.

**ALTERNATIVES ANALYZED**

The Planning and Community Services Department advertised for 12,500 square feet of office space. Many of the proposals were for space that had yet to be configured as office space. The cost of bringing these buildings up to code and to meet PCSD needs is prohibitive. Also, the time required for remodeling would extend the availability date beyond what would be acceptable. The PCSD considered the possibility of purchasing the property which would go further to justify the extensive remodeling required. The City, however, is not in the position to purchase properties of this magnitude without having a reasonable plan for future City facilities. For that reason, the properties that required extensive remodeling and/or tenant improvements were not considered in the final selection. The two finalist were essentially move-in ready office space with monthly utility, janitorial and maintenance costs included in the proposed cost/square foot.

### **FINANCIAL IMPACT**

Three of the four Divisions in the Planning and Community Services Department rely on property tax and/or fees for operating revenue. The Community Development Division relies on federal funding that is capped for administrative activities, including rent. None of the sites considered were affordable to the Community Development Division without subsidies from the other Divisions or the General Fund. For that reason, the Community Development Division is seeking separate office space at a price or other arrangement that the Division can afford. The other three Divisions have historically paid between \$90,000 and \$135,000 annually in rent. The recommended office space is proposed to cost up to \$124,650 the first year. The final lease terms have yet to be agreed to, but are estimated to be less than the proposed figure. This cost does not include space for the Community Development Division.

### **RECOMMENDATION**

Staff is recommending that Council approve the selection of the Miller Building located at 2825 3rd Ave. North for the new location of the Code Enforcement, Planning and Building Division offices.

### **APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 10/09/2012

**TITLE:** Accept County Quit Claim Deed for Portion of Grand Avenue Right-of-Way

**PRESENTED BY:** Candi Beaudry

**Department:** Planning & Community Services

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**Information**

**PROBLEM/ISSUE STATEMENT**

During processing of annexation #12-07 (Resolution #12-19207 approved by City Council on August 27, 2012), staff determined that the right-of-way in front of the subject property on Grand Avenue is identified as a road tract on the north half and a road easement on the south half. Section 7-2-4211 of the Montana Code Annotated (MCA) requires a city to annex the entire width of an adjacent road with the properties it annexes. To comply with Section 7-2-4211 MCA, the City must secure a quit claim deed from the County for the north half, with the County deeding any interest it may have in the road tract to the City. This also means the City must seek a quit claim deed from the property owner to the south for the road easement portion of Grand Avenue.

The County approved a quit claim deed for the north half of Grand Avenue right-of-way on August 28, 2012 (See Attached Quit Claim Deed). The City Council must accept the quit claim deed to complete the process of taking over the north half of the right of way on Grand Avenue adjacent to the property that was annexed. The City is still in the process of contacting the property owner for the southern easement and this will be addressed as a separate agenda item for the Council.

**ALTERNATIVES ANALYZED**

The City of Billings is required to annex road rights-of-way when annexing property adjacent to roads based on requirements of the State of Montana Code. Montana Code Annotated 7-2-4211 provides that in all cases of annexations of property, the city "shall include the full width of any public streets or roads, including the rights-of-way, that are adjacent to the property being annexed." This law, enacted by the 2003 session of the Montana Legislature requires the City to annex the entire right-of-way for Grand Avenue in this area since it is adjacent to the annexed property on the north side of Grand Avenue. The City acted to annex the right-of-way when it annexed the adjacent property. However, Yellowstone County may still have an interest in the right-of-way and accepting this deed from the County enables the City to have clear ownership to the right-of-way in this area.

The Council May:

- Accept the Quit Claim Deed from Yellowstone County finalizing the annexation process of the north half of the Grand Avenue right-of-way
- Not Accept the Quit Claim Deed from Yellowstone County finalizing annexation of the north half of the Grand Avenue right-of-way. Not accepting this deed does not mean the right-of-way is not annexed but does leave some doubt as to whether the City is the sole owner of the right-of-way.

## **FINANCIAL IMPACT**

There is no direct financial impact to the City in accepting this quit claim deed from Yellowstone County for the Grand Avenue road right-of-way. However, as more property along Grand Avenue is annexed in the future, maintenance and management of Grand Avenue will become the City's responsibility.

## **RECOMMENDATION**

Staff recommends that the City Council accept the quit claim deed from Yellowstone County for its interest in the north half of the Grand Avenue right-of-way as described in the attached quit claim deed.

## **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

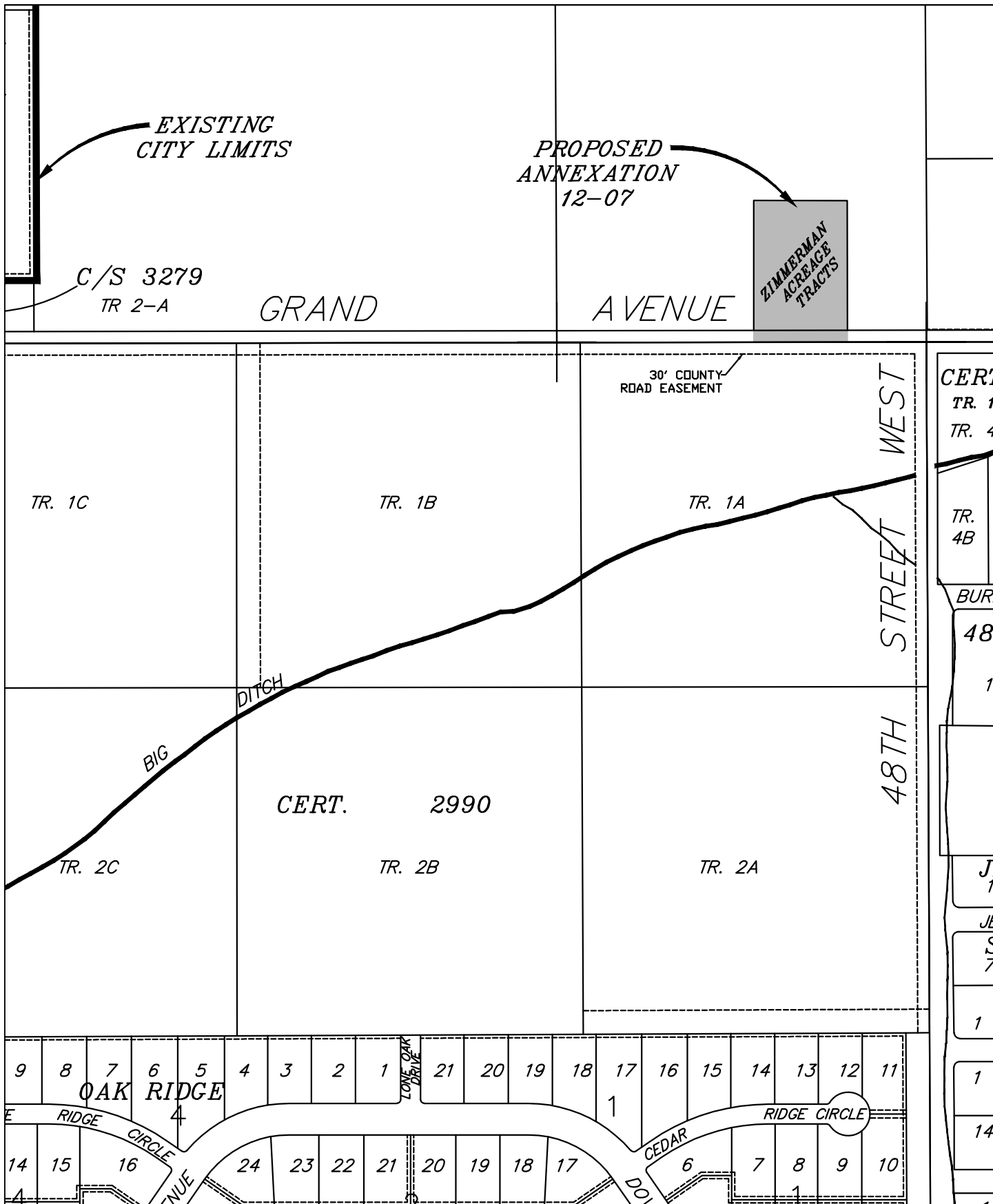
Annexation and Grand Ave. ROW Exhibit

County Quit Claim Deed

Annexation #12-07 Approved Resolution

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# EXHIBIT "A"



City of Billings  
Attn: City Clerk  
P.O. Box 1178  
Billings, Montana 59103

### Quitclaim Deed

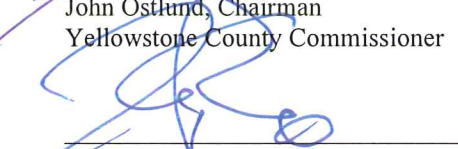
For valuable consideration, Yellowstone County, a political subdivision of the State of Montana, whose address is Post Office Box 35000, Billings, Montana 59103, through its Board of County Commissioners, conveys and quit claims to the City of Billings, a municipal corporation, whose address is Post Office Box 1178, Billings, Montana 59103, all its interest in the property described below that is located in Yellowstone County, Montana:

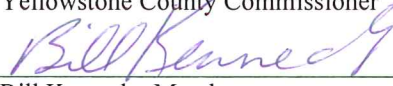
A tract of land known as Grand Avenue as depicted on the Plat of Zimmerman Acreage Tracts filed with the Yellowstone County Clerk and Recorder on May 27, 1958 as document 601982 (0.167 acres).

The Board of County Commissioners authorized the conveyance of the property pursuant to Section 7-8-101(1) of the Montana Code Annotated (2011) at its August 28, 2012 meeting.

Dated this 28<sup>th</sup> day of August 2012.

  
John Ostlund, Chairman  
Yellowstone County Commissioner

  
James E. Reno, Member  
Yellowstone County Commissioner

  
Bill Kennedy, Member  
Yellowstone County Commissioner

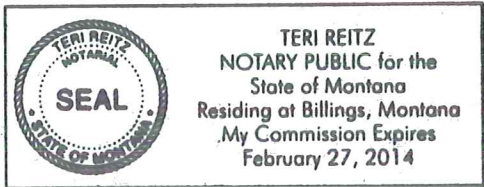
ATTEST:

  
Jeff Martin  
Yellowstone County Clerk and Recorder

State of Montana }  
 }  
 ss  
 County of Yellowstone }

On August 28, 2012, before me, personally appeared John Ostlund, James E. Reno and Bill Kennedy, members of the Board of County Commissioner of Yellowstone County, and Jeff Martin, the Yellowstone County Clerk and Recorder, and acknowledged to me that they executed the attached quitclaim deed on behalf of Yellowstone County in their official capacities as Board Members and the Clerk and Recorder.

*Teri Reitz*  
Teri Reitz  
 Notary Public For the State of Montana  
 Residing at Billings, Montana.  
 My commission expires 2-27-2014



**ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE**

The Mayor and City Council of the City of Billings acknowledges receipt of this deed and hereby accepts the property interest conveyed through this instrument.

\_\_\_\_\_  
 Thomas W. Hanel, Mayor, City of Billings

ATTEST:

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

State of Montana }  
 }  
 ss  
 County of Yellowstone }

On this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me, a Notary Public in and for the State of Montana, personally appeared Thomas W. Hanel and Cari Martin known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, and acknowledged to me that they executed the foregoing instrument.

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

\_\_\_\_\_  
 \_\_\_\_\_  
 Notary Public For the State of Montana  
 Residing at Billings, Montana.  
 My commission expires \_\_\_\_\_

RESOLUTION NO. 12-19207

A RESOLUTION OF THE CITY OF BILLINGS APPROVING  
PETITIONS FOR ANNEXATION AND ANNEXING  
TERRITORY TO THE CITY.

WHEREAS, one hundred percent (100%) of the freeholders who constitute more than fifty percent (50%) of the resident freeholder electors have petitioned the City for annexation of the territory hereinafter described; and

WHEREAS, the territory was described in the Petition as required by law, and

WHEREAS, annexation of said territory would be in the best interest of the City.

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

1. TERRITORY ANNEXED. Pursuant to Petition filed as provided M.C.A., Title 7, Chapter 2, Part 46, the following territory is hereby annexed to the City of Billings:

A tract of land situated in the SE1/4 of Section 32, T.1N., R.25E., P.M.M., Yellowstone County, Montana, more particularly described as:

Zimmerman Acreage Tracts, Recorded May 27, 1958, under Document No. 601982, Records of Yellowstone County. Including all adjacent right-of-way of Grand Avenue. Containing 2.000 gross acres and 1.833 net acres more or less.

(# 12-07) See Exhibit "A" Attached

2. CONDITIONS. The annexation is approved, subject to the following conditions:
  - Prior to site development, a Development Agreement shall be executed between the owner(s) and the City that shall stipulate specific infrastructure improvements and provide guarantees for said improvements and a Waiver of Right to Protest the Creation of Special Improvement Districts will be recorded; and/or
  - A Subdivision Improvements Agreement (SIA) and Waiver of Right to Protest the Creation of Special Improvement Districts shall be approved and recorded that will stipulate specific infrastructure improvements and provide guarantees for such infrastructure improvements.
3. PROCEDURE. All procedures as required under M.C.A., Title 7, Chapter 2, Part 46, have been duly and properly followed and taken.

PASSED by the City Council and APPROVED this 27<sup>th</sup> day of August, 2012.

THE CITY OF BILLINGS:



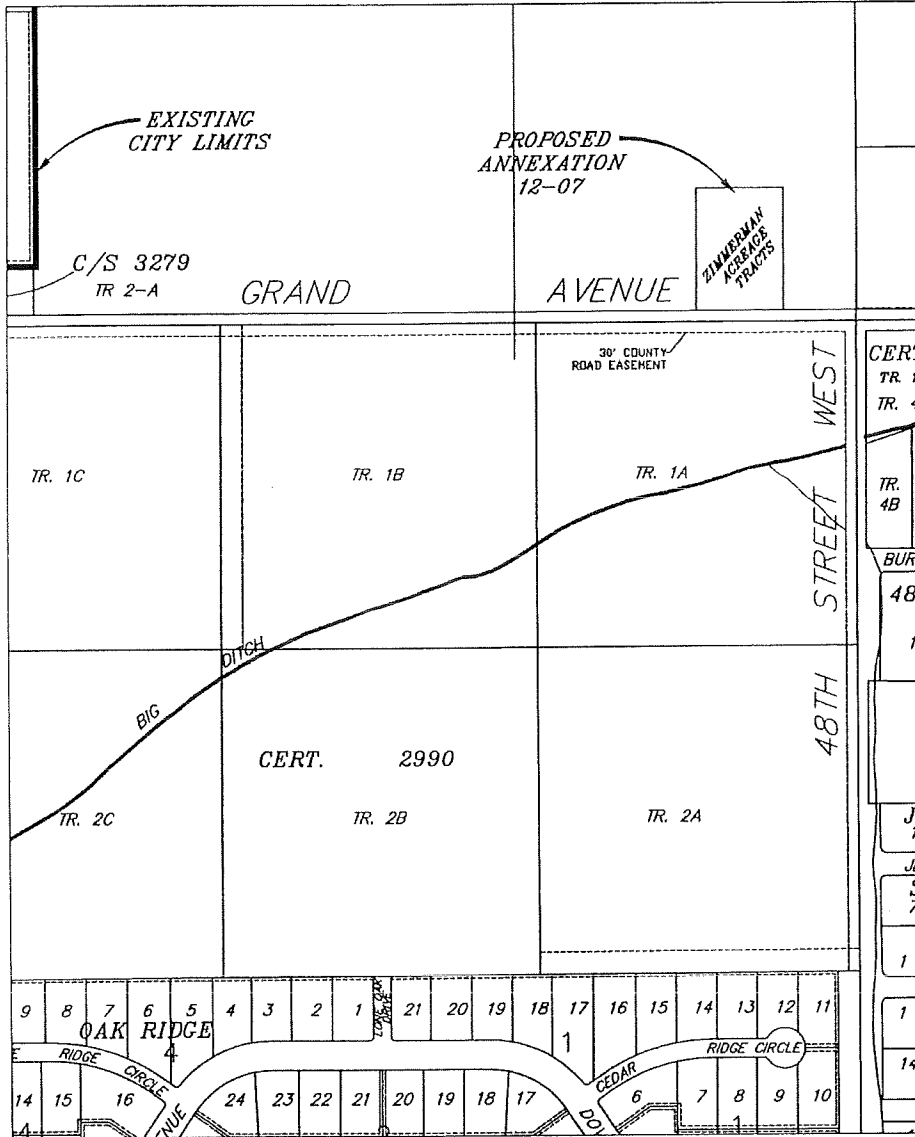
BY: Thomas W. Hanel  
Thomas W. Hanel, Mayor

ATTEST:

BY: Cari Martin  
Cari Martin, City Clerk

(AN# 12-07)

EXHIBIT "A"



**Regular City Council Meeting**

**Meeting Date:** 10/09/2012

**TITLE:** Grant for Misdemeanor DUI Court Program

**PRESENTED BY:** Shannon Johnson

**Department:** Court

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**Information**

**PROBLEM/ISSUE STATEMENT**

Billings Municipal Court currently operates three problem solving treatment courts solely on grant funding. In 2011, the DUI grant funding was transferred to District Court for establishing an 'Impaired Driving Court,' thereby ending specific funds to treat individuals convicted of misdemeanor DUI offenses. Funding has been awarded to Billings Municipal Court by the Office of Justice Programs at the Department of Justice, Bureau of Justice Assistance to specifically fund a DUI program to further treat these individuals on a more specialized treatment continuum.

The issue before Council is whether to accept or decline these grant funds totaling \$350,000 over three years awarded to Billings Municipal Court, in furtherance of the treatment court's mission.

**ALTERNATIVES ANALYZED**

The City Council may:

- accept the Department of Justice monies, or
- decline this award.

**FINANCIAL IMPACT**

This grant provides specific funding to treat individuals convicted of misdemeanor DUI offenses within the City of Billings. The funds from this grant will allow Billings Adult Misdemeanor Treatment Courts (BAMTC) to obtain specialized treatment for these offenders and will total \$350,00 over the period of three years. The City's soft match contribution would include the hours on which team members, (i.e. prosecutor, public defender, pro tem judge) spend in court. One 1.0 FTE Case Manager will be employed by the City of Billings, however salary and benefits are paid with the grant funds. The treatment professionals, evaluator, and probation officer are secured through contract and paid by the grant.

**RECOMMENDATION**

Staff recommends that Council accept the \$350,000 US Department of Justice grant and authorize Mayor Hanel to sign all necessary documents.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 10/09/2012

**TITLE:** Approval of Additional Award to the STOP ACT Grant in the Amount of \$12,100.00

**PRESENTED BY:** Rich St. John

**Department:** Police

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**Information**

**PROBLEM/ISSUE STATEMENT**

United Way of Yellowstone County has awarded the City of Billings grant funds to be used for the Sober Truth On Preventioin (STOP) Act grant in the amount of \$12,100.00. The goals of the STOP Act grant are to enforce the underage drinking law through patrol, alcohol retail sale training, reverse stings and compliance checks. \$9,400 will be used for officer overtime to conduct the patrols, reverse stings and compliance checks. \$2,700 will be used for officer training.

**ALTERNATIVES ANALYZED**

The City Council may:

- Accept the STOP Act grant of \$12,100; or
- Not accept the STOP Act grant of \$12,100 which would eliminate the special patrols, alcohol retail sale training, reverse stings and compliance checks.

**FINANCIAL IMPACT**

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

**RECOMMENDATION**

Staff recommends City Council approve and accept the STOP Act grant from the United Way in the amount of \$12,100.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 10/09/2012

**TITLE:** Grand Avenue Right-Of-Way Annexation Resolution of Intent and Setting of a Public Hearing Date

**PRESENTED BY:** Candi Beaudry

**Department:** Planning & Community Services

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**Information**

**PROBLEM/ISSUE STATEMENT**

During processing of annexation #12-07 (Resolution #12-19207 approved by City Council on August 27, 2012), staff determined that the right-of-way in front of the subject property on Grand Avenue is identified as a road tract on the north half and a road easement on the south half. Section 7-2-4211 of the Montana Code Annotated (MCA) requires a city to annex the entire width of adjacent roads with the properties it annexes. To comply with Section 7-2-4211 MCA, the City is securing a quit claim deed from the County for the north half, with the County deeding any interest it may have in the road tract to the City (See separate agenda item for October 9 Council Meeting). The City is also seeking a quit claim deed from the property owner to the south for the road easement portion of Grand Avenue to facilitate annexation of that half of the right-of-way. At this meeting, the Council will consider a Resolution of Intent to annex Grand Avenue right-of-way and set of a public hearing date to take action on the right-of-way annexation.

The portion of the Grand Avenue right-of-way that will be annexed is a 30-foot wide Petitioned County Road easement that covers approximately 0.167 acres along the front of Tracts 1A, Certificate of Survey 2990. The property is located along the south side of Grand Avenue just west of the intersection of Grand Avenue and 48th Street West (See Exhibit Attachment). The Estate of August Kramer is the legal owner of this road right of way property, but the ownership interest is subject to the public's right to use it as a roadway. City staff contacted the property owner via certified mail, provided them with the option of either deeding the property to the City and having it removed from the property's taxes, or taking no action and having the 30-foot-wide road easement annexed by the City and paying City taxes on the annexed portion of the right of way (See Letter to Property Owner Attachment). The property owner has not responded at the time this memo was drafted and so annexation of the easement by the City may be the outcome. However, staff is continuing to try and contact the owner prior to the Council's final action in November to see if the quit claim deed might be completed.

**ALTERNATIVES ANALYZED**

Section 7-2-4211 of the Montana Code Annotated (MCA) requires a city to annex the entire width of a road with the properties it annexes. To comply with Section 7-2-4211 MCA, the City is seeking a quit claim deed from the property owner to the south for the road easement portion of Grand Avenue to facilitate annexation of that half of the right-of-way.

The Council may:

- Approve a Resolution of Intent to annex Grand Avenue right-of-way and set of a public hearing date to take action on the right-of-way annexation.
- Not approve a Resolution of Intent to annex Grand Avenue right-of-way and not set of a

public hearing date to take action on the right-of-way annexation. Not acting on the resolution and moving forward with the right-of-way annexation process would put the City out of compliance with Section 7-2-4211 MCA regarding annexation of right-of-way adjacent to annexed property.

### **FINANCIAL IMPACT**

There is no direct financial impact to the City in moving forward to annex a portion of Grand Avenue road right-of-way. However, as more property along Grand Avenue is annexed in the future, maintenance and management of Grand Avenue will become the City's responsibility.

### **RECOMMENDATION**

Staff recommends that the Council approve the Resolution of Intent to annex a portion of Grand Avenue right-of-way and set a public hearing date for November 13, 2012.

### **APPROVED BY CITY ADMINISTRATOR**

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#### **Attachments**

Resolution of Intent to Annex ROW

Letter to Property Owner

Draft Quit Claim Deed for Property Owner

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## **RESOLUTION NO. 12-**

A RESOLUTION OF THE CITY OF BILLINGS  
TO CONSIDER ANNEXING TERRITORY  
UNDER TITLE 7, CHAPTER 2, PART 44 OF THE  
MONTANA CODE ANNOTATED, AND FIXING  
A DATE FOR A PUBLIC HEARING ON THE  
QUESTION OF ANNEXATION

WHEREAS, the City Council of the City of Billings has determined that it is in the best interest of the City of Billings to annex the territory hereinafter described; and

WHEREAS, Montana Code Annotated 7-2-4211 provides that in all cases of annexations of property, the city “shall include the full width of any public streets or roads, including the rights-of-way, that are adjacent to the property being annexed;” and

WHEREAS, the City Council intends to consider annexing said territory pursuant to Title 7, Chapter 2, Part 44 of the Montana Code Annotated; and

WHEREAS, the boundaries of the territory that the City Council intends to consider annexing is particularly described as follows:

Yellowstone County road easement for Grand Avenue also described as a portion of County Road Petition Number 37, road Ordered Open June 4, 1891, being that portion south and adjacent to Zimmerman Acreage Tracts, Recorded May 27, 1958 under Document Number 601982 in the office of the Clerk and Recorder of Yellowstone County, said portion lying within Tract 1A, of Certificate of Survey No. 2990 Recorded December 29, 1998 under Document Number 3033372 in the office of the Clerk and Recorder of Yellowstone County described as follows:

Basis of bearings the north line of said Tract 1A of Certificate of Survey 2990, Beginning at the south west corner of said Zimmerman Acreage Tracts; thence S 89°56’21” E for a distance of 242.0 feet; thence to a point 30.0 feet and perpendicular to and in a southerly direction to the said north line of said Tract 1A, said point also being on the south easement line of said County Road Petition Number 37; thence along said County Road Petition and 30.0 feet parallel to the said north line of said Tract 1A for a distance of 242.0 feet; thence in a northerly direction for a distance of 30.0 feet to the Point of Beginning.

Said Tract containing 0.167 acres.

AS SHOWN BY EXHIBIT "A", consisting of one sheet, attached hereto and made a part of.

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

1. The Billings City Council intends to consider annexation of the above-described property.
2. Notice of the City Council's intent to annex said territory shall be published as provided in M.C.A, Title 7, Chapter 2, Part 4405, with notice that for a period of 20 days after first publication of the notice, the Billings City Clerk will receive written comments approving or disapproving of the proposed extension of the boundaries of the City of Billings.
3. The City Clerk shall forward all written communication received by the Clerk to the City Council for consideration.
4. A public hearing for the question of annexation of said territory shall be held on November 13, 2012.
5. PROCEDURE. All procedures as required under M.C.A., Title 7, Chapter 2, Part 44, have been duly and properly followed and taken.

PASSED by the City Council and APPROVED this 9th day of October, 2012.

THE CITY OF BILLINGS:

BY: \_\_\_\_\_

Thomas W. Hanel, MAYOR

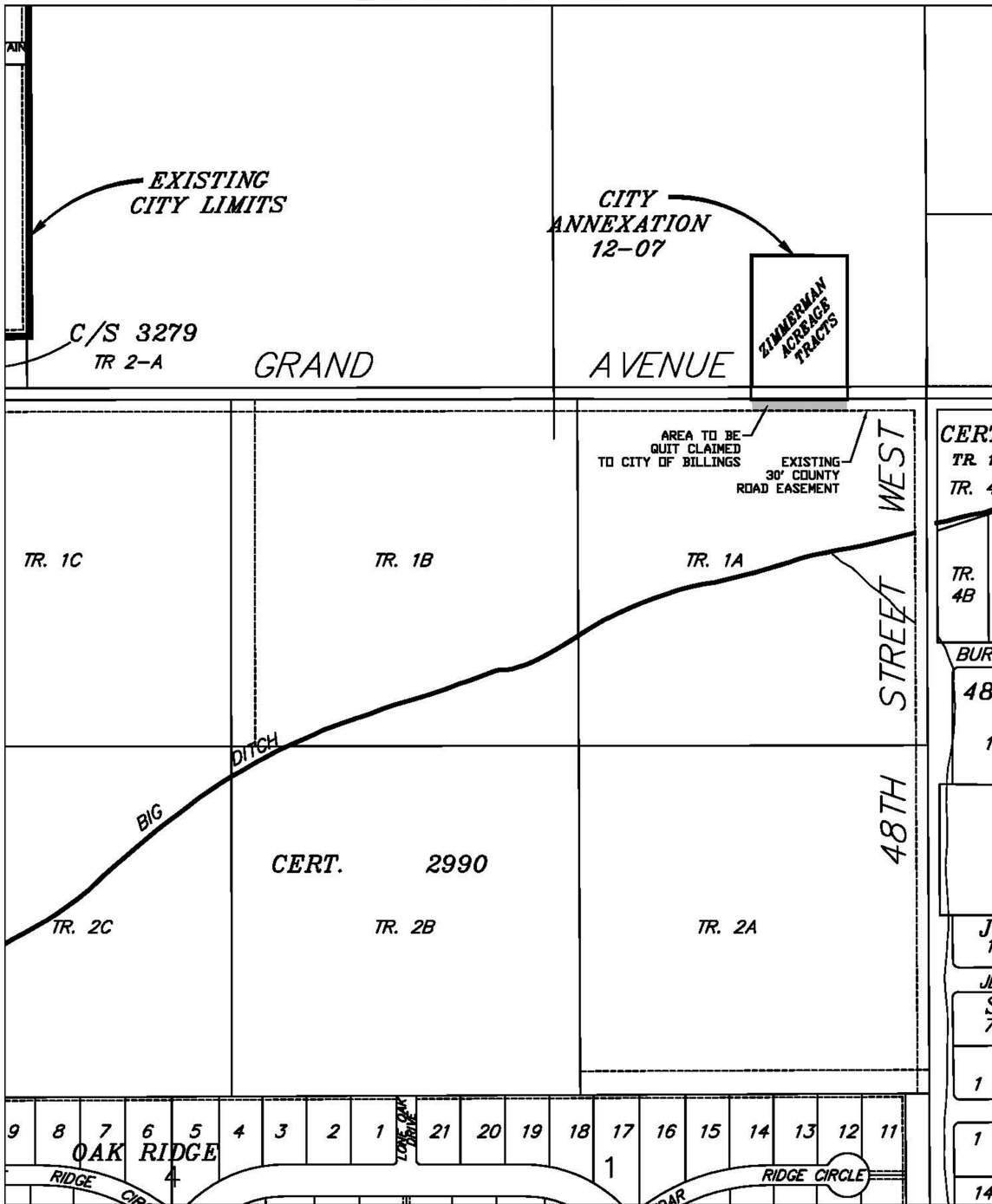
ATTEST:

BY: \_\_\_\_\_

Cari Martin, CITY CLERK

(AN #12-07)

# EXHIBIT "A"





# Planning & Community Services Department

"Serving Billings, Broadview and Yellowstone County"

510 North Broadway, 4<sup>th</sup> Floor

Billings, Montana 59101

Fax: (406) 657-8327

Phone: (406) 657-8246



September 4, 2012

Alma Kramer  
4812 Grand Avenue  
Billings, MT 59106-2322

Re: Annexation of right-of-way by the City of Billings

Dear Alma Kramer:

The City of Billings recently annexed into the City property across Grand Avenue from your property at 4812 Grand Avenue. The City annexed the northern half of Grand Avenue into the City when it brought in the Zimmerman Acreage Tracts property. However, the City was not able to annex the south half of Grand Avenue right-of-way because it is an easement on your property.

The City is required by State of Montana Code to annex all adjacent road rights-of-way into the City Limits when it annexes property. Montana Code Annotated §7-2-4211 provides that in all cases of annexations of property, the city "shall include the full width of any public streets or roads, including the rights-of-way, that are adjacent to the property being annexed." This law, enacted by the 2003 session of the Montana Legislature requires the City to annex the entire right-of-way for Grand Avenue in this area since it is adjacent to the annexed property on the north side of Grand Avenue.

A portion of the right-of-way that the City is required to annex is the 30-foot wide Petitioned County Road easement that covers approximately 0.167 acres of your property (see attached Exhibit A). You are presently the legal owner of this property, but your ownership interest is subject to the public's right to use it as a roadway.

Because the right-of-way annexation is required by state law, there are two options in these circumstances:

- One option would be for you to retain a legal ownership interest in the 30-foot wide strip of land, subject to the public's right to use it as a public street so long as it is maintained as a roadway. Under this scenario you would be the legal owner of the property, but you would be prevented from using it for any purpose inconsistent with the public's primary right to use it as a roadway. Such a technical legal interest is obviously an 'ownership' interest in name only, but

since the property would be inside the City limits after the annexation, you would be responsible for paying City taxes on it which would be higher than the County taxes you are paying at the present time.

- The other option available to you would be to deed the property to the City, in which case the City would own the property outright and you would not retain any legal ownership interest in the property. I am only referring to the 30-foot wide strip of property that is presently being used as a roadway, and which would continue to be used as a roadway. This would not affect any other portion of the property you own on Grand Avenue. Under this scenario, since you would technically no longer be an owner of the property, you would not be required to pay any taxes on it, either to the County or to the City. If you would prefer to follow this course of action, it could be accomplished by delivering a signed quitclaim deed to the City, similar to the one that is attached.

We understand that you may wish to reflect upon the choices you have, and you may want to confer with an attorney of your own choosing before you make any decision regarding this property. We urge you to do this, so you can be comfortable that you have been thoroughly advised of the options available to you, and of the legal and tax consequences of pursuing each of those options.

The proposed annexation of this right-of-way in question is scheduled to be considered by the City Council on October 9, 2012. If you would like to deed your right-of-way to the City, it could be accomplished at the October 9 Council meeting. Please contact us or have your attorney contact us at your earliest convenience to discuss the options and any questions you may have. In order to conclude the matter and bring it before the Council on October 9, 2012, we would appreciate it if you could communicate your preference to us by Thursday, September 19, 2012.

Thank you.

Sincerely,

Wyeth Friday, AICP  
Planning Division Manager  
Phone: 247-8660  
[fridayw@ci.billings.mt.us](mailto:fridayw@ci.billings.mt.us)





**Regular City Council Meeting**

**Meeting Date:** 10/09/2012

**TITLE:** Resolution Adjusting Animal Control Fees

**PRESENTED BY:** Rich St. John

**Department:** Police

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**Information**

**PROBLEM/ISSUE STATEMENT**

The City Council approved amendments to the City Code to allow and regulate keeping chicken hens inside the city. Council approved those changes on September 10, 2012 and they become effective 30 days later. The animal control ordinance requires that small animal owners obtain a license or permit so that the costs of enforcement, education and monitoring are paid by those owners. The permit fee is set by resolution. Staff is recommending that the City Council adopt the attached resolution that establishes a chicken hen license fee of \$25/year and has an effective date that matches the ordinances' effective date.

**ALTERNATIVES ANALYZED**

The City Council may approve or amend the proposed resolution. Approval will allow Animal Control to collect license fees that help to pay the costs of enforcement, education and monitoring. The \$25 fee was discussed with Council at its August 6 work session. The Council could change the amount of the fee stated in the resolution. Disapproving the resolution is not feasible unless the Council also amends the animal control ordinance, which requires that the Council set license fees for animal ownership.

**FINANCIAL IMPACT**

Some sources predict that 1% of eligible households will raise chickens. There are approximately 40,000 households in Billings, so 400 of them might raise chickens. If all chicken owners obtain permits, the total estimated revenue is \$10,000 per year.

**RECOMMENDATION**

Staff recommends that the City Council approve the resolution that establishes a \$25 annual permit fee for keeping chicken hens within the City of Billings.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Resolution

---

RESOLUTION NO. 12-

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

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

Whereas, Animal Control fees need to be changed to reflect changes to the Animal Ordinance allowing Urban Chickens within the City limits and requiring a permit; and

Whereas, the City Council has duly considered the matter.

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

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

Licenses Registrations:

Duplicates \$ 2.50

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

Spayed/neutered license registration for 1 year \$ 7.50

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

Spayed/neutered registration for 3 years \$ 15.00

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

Late fee \$ 5.00

\*Unaltered = unsprayed/unneutered.

Potentially Dangerous Dog Registration \$100.00 annually

Dangerous Dog Registration \$100.00 annually

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

Animal Release Fee \$2.00

Disposal Fee \$30.00

Euthanasia Fee \$35.00

Rabies Submission Fee \$40.00

Veterinarian Clinic Monthly Disposal Fee \$ 150.00

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

Trap Rental \$ 10.00 per week

Urban Chicken Permit Fee \$25.00

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

3. EFFECTIVE DATE: The above resolution shall be effective upon passage and approval. Urban Chicken Permit Fee shall be effective beginning October 10, 2012.

PASSED by the City Council and APPROVED this \_\_\_\_\_, 2012.

CITY OF BILLINGS

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

ATTEST:

By \_\_\_\_\_  
Cari Martin, City Clerk

**Regular City Council Meeting**

**Meeting Date:** 10/09/2012  
**TITLE:** Zone Change #903 - 2nd reading  
**PRESENTED BY:** Candi Beaudry  
**Department:** Planning & Community Services

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**Information**

**PROBLEM/ISSUE STATEMENT**

This is a zone change request from Entryway Light Industrial (ELI) to Highway Commercial (HC) on a parcel of land described as Lots 4, 6 and 7, Block 1, Montana Sapphire Subdivision, a 10.85 acre parcel of land located in the Montana Sapphire Subdivision at 4110 and 4020 Montana Sapphire Drive (Lots 6 & 7) and 4215 King Avenue West (Lot 4). The property is owned by Montana Sapphire, LLC and Keith James of Gemstar Properties, LLC is the agent. The owner conducted a pre-application neighborhood meeting on June 25, 2012.

The application was originally scheduled for public hearing on August 7, 2012, and the applicant requested a 30-day delay to add Lot 4 to the zone change application. Lot 4 at 4215 King Avenue West is a larger parcel that will accommodate the agent's proposed retirement apartment complex. The Zoning Commission conducted a public hearing on September 4, 2012, and is forwarding a recommendation of approval on a 3 to 0 vote. The City Council conducted a public hearing on September 24, 2012, and approved the zone change on 1st reading.

**ALTERNATIVES ANALYZED**

State law at MCA 76-2-304 requires that all zone changes be reviewed in accordance with 10 criteria. Using the 10 criteria to determine the appropriateness of the zone change request, the City Council may:

1. Approve the zone change request
2. Deny the zone change request
3. Allow withdrawal of the application
4. Delay action for up to thirty (30) days

**FINANCIAL IMPACT**

There should be no direct financial impact to the city's tax base from the zone change. Additional fees and taxable value may be realized when the properties are developed.

**RECOMMENDATION**

The Zoning Commission recommends approval of Zone Change #903 on a 3 to 0 vote.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Ordinance

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**ORDINANCE NO. 12-\_\_\_\_\_**

AN ORDINANCE AMENDING THE ZONE CLASSIFICATION FOR a 10.85 acre parcel described as Lots 4, 6 and 7, Block 1, Montana Sapphire Subdivision generally located at 4215 King Ave West, 4020 and 4110 Montana Sapphire Drive

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

1. RECITALS. *Title 76, Chapter 2, Part 3, MCA, and Sections 27-302 and 27-1502, BMCC,* provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the ten (10) 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 ten (10) criteria required by state law.
2. DESCRIPTION That a 10.85 acre parcel described as Lots 4, 6 and 7, Block 1, Montana Sapphire Subdivision is presently zoned **Entryway Light Industrial (ELI)** and is shown on the official zoning maps within these zones.
3. ZONE AMENDMENT. The official zoning map is hereby amended and the zoning for **the above described parcels** is hereby changed from **Entryway Light Industrial (ELI) to Highway Commercial (HC)** and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Highway Commercial (HC)** as set out in the Billings, Montana City Code.
4. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.
5. EFFECTIVE DATE. This ordinance shall be effective from and after final passage and as provided by law.

PASSED by the City Council on first reading September 24, 2012.

PASSED, ADOPTED AND APPROVED on second reading October 9, 2012.

CITY OF BILLINGS:

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

ATTEST:

BY: Cari Martin, City Clerk  
Zone Change #903 – 4215 King Ave West; 4020 and 4110 Montana Sapphire Drive

**Regular City Council Meeting**

**Meeting Date:** 10/09/2012

**TITLE:** Second and Final Reading Amending Business License Ordinance

**PRESENTED BY:** Brent Brooks

**Department:** Legal

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**Information**

**PROBLEM/ISSUE STATEMENT**

During the September 4, 2012, City Council worksession, proposed amendments to the current City business license ordinance at Section 13-432 of the City Code (BMCC) were presented to and discussed with the City Council. The amendments provide that no City business license will be issued for any business that engages in any activity that violates local, state or federal law. Although the amendments address and prohibit new medical marijuana businesses within the City, the amendments will also apply to any other type of business that violates local, state or federal law. There was also discussion during the September 4, 2012, worksession about a possible amortization or phase-out period of time for compliance by the small number of current medical marijuana businesses with a current business license. An amortization period of two years has been included in the amendments at the end of new subsection (2) in the attached ordinance draft. As briefly discussed with the Council during the worksession presentation, staff believes this amortization is appropriate to include in order to allow any remaining medical marijuana businesses time to comply with the ordinance if the Council approves the amendments. At the conclusion of the September 4, 2012, worksession presentation, Council directed staff to proceed with First Reading and Public Hearing on the proposed amendments which are attached to this staff memo. The First Reading and Public Hearing were held on September 24, 2012. No persons testified at the Public Hearing. No amendments were made to the ordinance, and it was approved 5 to 3.

**ALTERNATIVES ANALYZED**

The Council may:

- approve or disapprove of the amendments,
- provide additional amendments, or
- postpone a decision on the amendments until a later date. However, as discussed during the September 4, 2012, worksession, the Council's previous interim zoning ordinance prohibiting any new medical marijuana businesses in all zones expires on November 11, 2012, and a postponement would create a period of time where medical marijuana businesses could obtain a license without the restrictions of either the existing interim ordinance or the proposed business license amendments here.

**FINANCIAL IMPACT**

There is no significant financial impact if the proposed amendments to ordinance Section 13-432 are adopted.

**RECOMMENDATION**

Staff recommends that the City Council approve the Second Reading of the proposed ordinance amendments as indicated in the attached ordinance draft.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Ordinance

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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THAT THE BILLINGS, MONTANA CITY CODE BE AMENDED BY ADDING A NEW SECTION TO CHAPTER 13, ARTICLE 13-400, DIVISION 3, TITLED “ALL BUSINESSES, OCCUPATIONS, AND PROFESSIONS TO COMPLY WITH LOCAL, STATE, AND FEDERAL LAW”, AND AMENDING B.M.C.C. SECTION 13-432.

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

Section 1. That B.M.C.C. Section 13-432 be amended as follows:

**Sec. 13-432. – Regulation.**

Every person conducting a business, occupation or profession within the city shall be subject to reasonable inspection and shall abide by and obey all laws and ordinances ~~of the city~~.

Section 2. That the Billings, Montana City Code be amended by adding a new code section to Chapter 13, Article 13-400, Division 3 titled “All Businesses, Occupations, and Professions To Comply With Local, State, And Federal Law”.

NEW CODE SECTION:

**All Businesses, Occupations, and Professions To Comply With Local, State, And Federal Law.**

(1) “No Business Tax Determination or Business License shall be issued for any business, occupation, or profession that violates any provision of city, state, or federal ordinance, regulation, law, or statute. The issuance of a Business Tax Determination or acceptance of payment by the City does not authorize any business, occupation, or profession to operate in violation of any provision or local, state, or federal ordinance, regulation, law, or statute. Any such Business Tax Determination or Business License mistakenly issued by the City shall be deemed void from the date of issuance.

(2) All existing businesses with current business tax determinations or licenses shall fully comply with this provision within two (2) years of the effective date of this ordinance. Any such businesses, occupation or profession licensed on the effective date of this ordinance but in violation of this ordinance shall be deemed a legal non-conforming use, and shall be permitted to renew such business tax determination or license for a period of two years from the effective date of this ordinance. Two years from the effective date of this ordinance, any prior issued business tax determination or license which violates this ordinance shall be cancelled and deemed void, no matter when issued or renewed.

Section 3. EFFECTIVE DATE. This ordinance shall be effective November 8, 2012.

Section 4. REPEALER. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 5. SEVERABILITY. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 24th day of September, 2012.

PASSED, ADOPTED and APPROVED on second reading this 9th day of October, 2012.

CITY OF BILLINGS

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

ATTEST:

By \_\_\_\_\_  
Cari Martin, City Clerk

**Regular City Council Meeting**

**Meeting Date:** 10/09/2012

**TITLE:** Second Reading of Ordinance Creating an Anti-Shuffling parking regulation

**PRESENTED BY:** Christopher Mallow - Parking Supervisor

**Department:** City Hall Administration

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**Information**

**PROBLEM/ISSUE STATEMENT**

The Parking Advisory Board has recommended the creation of an "Anti-Shuffling Ordinance" in order to provide more complete parking enforcement in Downtown Billings. Parking Advisory Board (PAB) members approved the creation of this ordinance at their June 12, 2012, meeting. The City Council was presented with this recommendation at its July 2, 2012, Work Session as one element of a Park II Refinancing presentation. This ordinance is the final step of that recommendation from the PAB that asked for increasing meter fees; increasing certain parking violation fines; stopping an annual transfer from the Parking Fund to the General Fund; allowing the transfer of \$100,000 from the N. 27th St Urban Renewal District to the Parking Division to off-set a refinanced debt payment on the Park II Expansion; and creating an "Anti-Shuffling" ordinance. Staff has worked with Bonnie Sutherland, Assistant City Attorney, to draft the language of this ordinance.

Shuffling occurs when a vehicle is parked for 2 hours in one 2-hour time-regulated space and then moved to another 2-hour time-regulated parking space within the same block on the same day. This act is often committed by downtown business owners and employees and it reduces the supply of short-term on-street spaces that are needed for customer parking. Rich and Associates recommended the creation of this type of ordinance, which is considered a national best-practice for municipalities. "Block" means both sides of a single street between two consecutive intersecting streets. For example, both sides of the 2800 block of 2nd Avenue North would be a single block, and both sides of 3rd Avenue between 29th Street and 30th Street would be a single block. City Council approved the ordinance on first reading after holding a public hearing on September 24, 2012.

**ALTERNATIVES ANALYZED**

The recommended changes would increase the Parking Division's ability to cause turnover at all 2-hour time regulated parking spaces and create more efficient parking by penalizing those engaged in space shuffling. City Council's options are: 1. Accept recommended changes to BMCC 24-456 2. Accept some of the recommended changes to BMCC 24-456 3. Reject recommended changes to BMCC 24-456

**FINANCIAL IMPACT**

Staff foresees that the creation of the Anti-Shuffling ordinance will increase parking violation annual revenue by approximately \$8,000.

**BACKGROUND**

City Council held a public hearing and considered the ordinance on first reading at the September 24, 2012, meeting.

Parking space shuffling has been a common act in Billings for many years. A significant number of downtown employees and business owners are the habitual offenders as they need a place to park for long periods of time and use the more accessible on-street spaces. The Parking Division already has a Meter Plugging ordinance that prohibits someone from parking at one meter all day and continue to pay the meter every two hours. The Anti-shuffling ordinance will close the last loop-hole in parking regulations and help to move these long term parkers into a more appropriate location, such as a parking garage or 10-hour meter.

### **STAKEHOLDERS**

The Parking Advisory Board members approved proposed rate and fine increases at their June 12, 2012, meeting; this ordinance was part of the proposed fine changes. Staff conducted three Public Informational meeting on June 26-28, 2012, in hopes of educating the public and gaining feedback about the proposed rate and fine changes. Staff presented the Anti-Shuffling ordinance at the June 28, 2012, Downtown Billings Association Merchant Meeting as part of the proposed rate and fine changes approved by the Parking Advisory Board. The public meetings generated no comments about the Anti-Shuffling ordinance but staff did answer some questions about the concept of "Shuffling". Based on those questions, Staff will issue a one-time Shuffling courtesy ticket to each vehicle in order to allow the public to understand the new ordinance language and correct their behavior before a \$25.00 violation is issued.

### **RECOMMENDATION**

Staff recommends that Council adopt the recommended ordinance amending BMCC sec. 24-456, creating an Anti-Shuffling ordinance.

### **APPROVED BY CITY ADMINISTRATOR**

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#### **Attachments**

Ordinance

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ORDINANCE NO. 12-\_\_\_\_\_

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING  
THAT THE BILLINGS, MONTANA CITY CODE BE AMENDED  
BY REVISING SECTION 24-456 OF SAID CODE;  
PROHIBITING MOVING ANY VEHICLE ON THE SAME BLOCK  
FROM ONE 2-HOUR METERED SPACE TO ANOTHER

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

Section 1. That section 24-456 of the Billings, Montana City Code be amended to read as follows:

"Sec. 24-456. Violations – Designated.

(a) It is unlawful and a violation of the provisions of this division for any person to:

- 1) Leave a vehicle parked at an expired meter between the times of 8:00 a.m. and 5:00 p.m., weekdays;
- 2) Deposit or cause to be deposited in a parking meter a coin for the purpose of increasing or extending the parking time of any vehicle beyond the legal maximum parking time which has been established for the parking space;
- 3) Park or cause to be parked in any parking meter zone or parking garage a vehicle which does not display a valid and current license plate as required by state law;
- 4) Park or cause to be parked in any parking garage a vehicle which does not have a valid permit paid for within the first ten (10) days of the month. Said valid permit designates rental of the use of a space for parking for one month. Payment of parking fees upon exit from the parking garage shall also constitute a valid permit;
- 5) Park or cause to be parked a vehicle on any street, city parking space, or off-street public parking area designated a permit only parking area during the hours and on the days set forth in an ordinance adopted by the city council except in the following circumstances:

- a. Those vehicles displaying a valid parking permit or a temporary visitor's permit for the area;
- b. An emergency vehicle including but not limited to an ambulance, fire engine or police vehicle; or
- c. A clearly marked business vehicle which is under the control of a person providing a service to persons or property located in the designated permit only parking area including but not limited to a delivery vehicle.

6) Park on the same block for more than 2 hours per day in areas signed or metered for 2 hour parking. This prohibition applies between the hours of 8:00 a.m. and 5:00 p.m., except on Saturdays, Sundays, and holidays. "Block" means both sides of a single street between two consecutive intersecting streets. For example, both sides of the 2800 block of 2<sup>nd</sup> Avenue North would be a single block, and both sides of 3<sup>rd</sup> Avenue North between 29th Street and 30<sup>th</sup> Street would be a single block."

- (b) Each meter shall show on its face the maximum parking time allowed per each deposit of coins. When any person violates any of the terms of this division, and such violation continues longer than the maximum time as shown on the face of the meter, then such period of time constitutes a separate violation.

Section 2. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of these ordinances are declared to be severable.

Section 3. Repealer. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 4. Effective Date. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

APPROVED on first reading this \_\_\_\_ day of \_\_\_\_\_, 2012.

ADOPTED and APPROVED on second reading this \_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF BILLINGS

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

ATTEST:

By \_\_\_\_\_  
Cari Martin, City Clerk

**Regular City Council Meeting**

**Meeting Date:** 10/09/2012

**TITLE:** Payment of Claims September 4, 2012.

**PRESENTED BY:** Pat M. Weber, Finance Director

**Department:** City Hall Administration

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**Information**

**PROBLEM/ISSUE STATEMENT**

Claims in the amount of \$994,641.19 have been audited and are presented for your approval for payment. A complete listing of the claims dated September 4, 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**

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**Attachments**

List of claims greater than \$2500.

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**AP Report > \$2,500 for 09/04/2012**

Check Date	Check	Name	Amount	Account	Item Desc
09/04/2012	758771	Active Transportation Alternatives	5,667.00	2400-43010-403560	Alt Modes Aug 2012
09/04/2012	758778	Arrow Striping & Manufacturing Inc	5,400.00	2110-31320-402340	glass beads for painting
09/04/2012	758791	Brenntag Pacific Inc	2,861.14	2110-31320-404710	pass for the road patching machine
09/04/2012	758801	Cop Construction Co	99,193.70	5130-84910-409390	WO 09-26 WWTP CLARIFIER REHAB; CO#1 Aprvd 05/24/12
09/04/2012	758804	Davey Tree Surgery Company	25,342.62	0100-51140-403990	Pruning and/or removal of 87 hazard trees in Billings Parks.
09/04/2012	758807	Dorsey & Whitney Llp	8,360.00	4390-31650-405510	1818788 - Pooled special sidewalk, curb, gutter, & alley approach bonds, series 2012
09/04/2012	758807	Dorsey & Whitney Llp	2,640.00	4410-31650-405510	1818788 - Pooled special sidewalk, curb, gutter, & alley approach bonds, series 2012
09/04/2012	758812	Elreg Distributors LTD	1,682.32	5710-71440-402320	83421
09/04/2012	758812	Elreg Distributors LTD	1,682.32	6010-00000-141714	83427 PO NUM 290405
09/04/2012	758825	Hdr Inc	16,061.93	5030-75910-409340	WO 10-12 WTP LOW SRVC PUMP STATION #1
09/04/2012	758825	Hdr Inc	839.46	5130-84910-409390	WO 10-29 WWTP WEST MECHANICAL MCC; CO#1 Aprvd by 04/23/12
09/04/2012	758825	Hdr Inc	1,904.88	5030-74910-409390	WO 11-08 WTP 2011 TRANSFER PUMP
09/04/2012	758825	Hdr Inc	387.00	5130-84910-409390	WO 12-23 WWTP Headworks Backup Power & West Mechanical Room MCC-B5
09/04/2012	758830	Integrated Information Solutions In	3,398.00	6200-19110-405370	1 yr Hardware and Software Maintenance 94070-515 SN/4B5B2
09/04/2012	758842	Knife River	1,960.20	2110-31320-404710	asphalt
09/04/2012	758842	Knife River	3,295.05	2110-31320-404710	asphalt
09/04/2012	758842	Knife River	3,691.60	2110-31320-404710	asphalt
09/04/2012	758844	L N Curtis & Sons	1,440.00	1500-22310-402690	966477301: K12 FDN, HUSQVARNA MODEL K970 14" RESCUE CUT-OFF SAW FOR ENGINE #6 - JOHN RUDDOCK
09/04/2012	758844	L N Curtis & Sons	580.00	1500-22290-402490	3125121-03: WH12: WARTHOG 12"X1" CARBIDE BLADES
09/04/2012	758844	L N Curtis & Sons	35.00	1500-22290-402490	3125121-00: NUPLA 4' RH4D, ROOF VENT HOOK W/'D' GRIP
09/04/2012	758844	L N Curtis & Sons	190.00	1500-22290-402490	3125121-00: NUPLA 6' RH6D ROOF VENT HOOK WITH 'D' GRIP

09/04/2012	758844	L N Curtis & Sons	210.00	1500-22290-402490	3125121-00: NUPLA 8' RH8D, ROOF VENT HOOK W/ 'D' GRIP
09/04/2012	758844	L N Curtis & Sons	1,200.00	1500-22290-402490	3125121-02: K-TOOL WITH POUCH AND KEY TOOLS FOR ENGINES(RUDDOCK)
09/04/2012	758844	L N Curtis & Sons	61.91	1500-22290-402490	SHIPPING
09/04/2012	758844	L N Curtis & Sons	85.00	1500-22290-402490	3125121-01: 4' ROOF VENT HOOK WITH D-GRIP
09/04/2012	758845	Land Design Inc	9,396.45	4670-00000-201100	Payment request for 90% of the retainage on Yellowstone Family Park-Land Design.
09/04/2012	758845	Land Design Inc	5,515.00	4670-51630-409310	Final payment to Land Design for Yellowstone Family Park.
09/04/2012	758853	Montana Dakota Utilities Co	7.85	2950-66980-407275	8/17/2012 Htg Bill for NSP Property at 1128 Lynn
09/04/2012	758853	Montana Dakota Utilities Co	22.58	5610-71130-403440	31454601
09/04/2012	758853	Montana Dakota Utilities Co	65.53	5610-71190-403440	377185 02. QTA Car Wash August Utilities
09/04/2012	758853	Montana Dakota Utilities Co	143.07	5610-71190-403440	379125 01. QTA Mud Wash August 12 Utilities
09/04/2012	758853	Montana Dakota Utilities Co	5.72	5020-74000-403440	07365822
09/04/2012	758853	Montana Dakota Utilities Co	5.72	5020-74000-403440	07365822
09/04/2012	758853	Montana Dakota Utilities Co	54.79	1500-22210-403440	07935121
09/04/2012	758853	Montana Dakota Utilities Co	10.40	5020-74000-403440	08157322
09/04/2012	758853	Montana Dakota Utilities Co	15.12	5610-71190-403440	379131 01. QTA Nat/Alamo Detail Bay August 12 Utilities
09/04/2012	758853	Montana Dakota Utilities Co	332.22	5610-71120-403440	7387221
09/04/2012	758853	Montana Dakota Utilities Co	10.40	5610-71130-403440	31454801
09/04/2012	758853	Montana Dakota Utilities Co	10.40	5610-71190-403440	379127 01. QTA Hertz Detail Bay August 12 Utilities
09/04/2012	758853	Montana Dakota Utilities Co	69.21	5610-71130-403440	07385922
09/04/2012	758853	Montana Dakota Utilities Co	10.94	5410-31230-403440	08073321
09/04/2012	758853	Montana Dakota Utilities Co	10.40	5610-71170-403440	073858 25. 2431 Overlook Hangar August 12 Utilities
09/04/2012	758853	Montana Dakota Utilities Co	100.37	6500-15670-403440	07610421
09/04/2012	758853	Montana Dakota Utilities Co	14.11	5020-74000-403440	08156721
09/04/2012	758853	Montana Dakota Utilities Co	10.40	5610-71170-403440	073869 28. TSA Building August 12 Utilities
09/04/2012	758853	Montana Dakota Utilities Co	27.76	0100-51270-403440	07586821
09/04/2012	758853	Montana Dakota Utilities Co	22.05	5020-74000-403440	08156621
09/04/2012	758853	Montana Dakota Utilities Co	13.55	5610-71190-403440	379129 01. QTA Avis/Budget Detail Bay August 12 Utilites

09/04/2012	758853	Montana Dakota Utilities Co	10.40	5610-71170-403440	07388824
09/04/2012	758853	Montana Dakota Utilities Co	16.20	5020-74000-403440	08156421
09/04/2012	758853	Montana Dakota Utilities Co	172.34	5120-84000-403440	07555321
09/04/2012	758853	Montana Dakota Utilities Co	344.67	5120-84000-403440	07555321
09/04/2012	758853	Montana Dakota Utilities Co	172.34	5120-84000-403440	07555321
09/04/2012	758853	Montana Dakota Utilities Co	22.59	5020-74000-403440	08156521
09/04/2012	758853	Montana Dakota Utilities Co	11.97	5610-71190-403440	379130 01. QTA Thrifty/Dollar Detail Bay August 12 Utilities
09/04/2012	758853	Montana Dakota Utilities Co	11.97	5610-71190-403440	379128 01. QTA Enterprise Detail Bay August 12 Uilities
09/04/2012	758853	Montana Dakota Utilities Co	60.02	5020-74000-403440	08156221
09/04/2012	758853	Montana Dakota Utilities Co	56.11	5610-71170-403440	07388722
09/04/2012	758853	Montana Dakota Utilities Co	5.20	5020-74000-403440	08156322
09/04/2012	758853	Montana Dakota Utilities Co	5.20	5020-74000-403440	08156322
09/04/2012	758853	Montana Dakota Utilities Co	44.67	2600-55120-403440	07617521
09/04/2012	758853	Montana Dakota Utilities Co	10.40	5020-74000-403440	08156821
09/04/2012	758853	Montana Dakota Utilities Co	10.40	5210-15950-403440	07624629
09/04/2012	758853	Montana Dakota Utilities Co	10.40	5020-74000-403440	08156922
09/04/2012	758853	Montana Dakota Utilities Co	10.40	5210-15950-403440	07624725
09/04/2012	758853	Montana Dakota Utilities Co	49.36	5020-73140-403440	08157121
09/04/2012	758853	Montana Dakota Utilities Co	16.46	5120-83140-403440	08157121
09/04/2012	758853	Montana Dakota Utilities Co	10.40	5210-15950-403440	07624823
09/04/2012	758853	Montana Dakota Utilities Co	10.94	5020-74000-403440	08157221
09/04/2012	758853	Montana Dakota Utilities Co	259.36	5710-71430-403440	07647023
09/04/2012	758853	Montana Dakota Utilities Co	10.40	5020-74000-403440	31563202
09/04/2012	758853	Montana Dakota Utilities Co	39.89	1500-22210-403440	07676421
09/04/2012	758853	Montana Dakota Utilities Co	10.40	5020-74000-403440	31563302
09/04/2012	758853	Montana Dakota Utilities Co	10.40	5020-74000-403440	31753602
09/04/2012	758853	Montana Dakota Utilities Co	217.87	1500-21710-403440	32062801
09/04/2012	758853	Montana Dakota Utilities Co	153.14	6500-15660-403440	32577402
09/04/2012	758853	Montana Dakota Utilities Co	22.58	5120-85000-403440	32739201
09/04/2012	758853	Montana Dakota Utilities Co	10.40	6500-15660-403440	32629302
09/04/2012	758853	Montana Dakota Utilities Co	28.87	5120-85000-403440	33154101
09/04/2012	758853	Montana Dakota Utilities Co	37.32	6500-15660-403440	32708002
09/04/2012	758853	Montana Dakota Utilities Co	13.04	5210-15920-403440	34941902
09/04/2012	758853	Montana Dakota Utilities Co	22.05	6500-15660-403440	32781001
09/04/2012	758853	Montana Dakota Utilities Co	23.10	5120-85000-403440	35059801

09/04/2012	758853	Montana Dakota Utilities Co	24.15	5120-85000-403440	36738301
09/04/2012	758853	Montana Dakota Utilities Co	17.85	6600-31100-403440	37667401
09/04/2012	758853	Montana Dakota Utilities Co	26.78	6700-31410-403440	37667401
09/04/2012	758853	Montana Dakota Utilities Co	497.27	0100-51260-403440	34329601
09/04/2012	758853	Montana Dakota Utilities Co	52.54	1500-22210-403440	35322001
09/04/2012	758855	Montana Peterbilt	26.10	5610-71130-402320	H-221930060
09/04/2012	758855	Montana Peterbilt	19.49	5410-31220-402320	H-222160005
09/04/2012	758855	Montana Peterbilt	320,963.00	5410-31220-409420	2 frontloaders Pete 320
09/04/2012	758858	Morrison Maierle Inc	10,468.63	4070-71280-409397	Pond A,B,C Expansion - design 2447.088
09/04/2012	758858	Morrison Maierle Inc	8,164.16	5030-75910-409340	WO 10-08 WTP CLEARWELL CT
09/04/2012	758858	Morrison Maierle Inc	14,694.04	4070-71280-409397	Pond C Plunge Pool - design 2447.091
09/04/2012	758858	Morrison Maierle Inc	342.90	5130-84910-409390	WO 09-26 WWTP CLARIFIER I NFRASTRUCTURE
09/04/2012	758860	Mountain Communications	2,680.00	1500-22270-402481	FIRECOM HEADSETS, HEADSET JACKS, HYGIENE KITS, AND RADIO INTERFACE (REGELE) - SPARES FOR REPLACEMENT OF DAMAGED UNITS
09/04/2012	758861	MT Waterworks	4,686.00	5020-00000-141000	SYSTEMS PO NUM 290436
09/04/2012	758861	MT Waterworks	342.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 290422
09/04/2012	758864	Northwestern Energy	91.53	0100-51220-403410	07126832
09/04/2012	758864	Northwestern Energy	22.92	5710-71480-403410	07127640
09/04/2012	758864	Northwestern Energy	8.51	2110-31320-403410	20470118
09/04/2012	758864	Northwestern Energy	1,648.15	0100-51270-403410	Electrical charges for August 2012.
09/04/2012	758864	Northwestern Energy	438.15	6600-31100-403410	electricity
09/04/2012	758864	Northwestern Energy	657.23	6700-31410-403410	electricity
09/04/2012	758864	Northwestern Energy	8.21	2110-31320-403410	20470001
09/04/2012	758864	Northwestern Energy	7.15	0100-51120-403410	08317026
09/04/2012	758864	Northwestern Energy	10.44	0100-51120-403410	09208018
09/04/2012	758864	Northwestern Energy	1,326.08	5210-15940-403410	1569619-8 Aug 2012
09/04/2012	758864	Northwestern Energy	1,026.67	5210-15910-403410	1569636-2 August 2012
09/04/2012	758864	Northwestern Energy	27,002.48	5610-71120-403410	0100482-9. Airport Vault August 12 Utilities
09/04/2012	758864	Northwestern Energy	722.77	1500-22210-403410	07125370
09/04/2012	758864	Northwestern Energy	87.94	0100-51410-403410	07125396
09/04/2012	758864	Northwestern Energy	464.62	1500-22210-403410	07208408
09/04/2012	758864	Northwestern Energy	4,206.96	5020-74000-403410	07222524
09/04/2012	758864	Northwestern Energy	5,655.02	5020-74000-403410	07230436

09/04/2012	758866	Public Utilities	150,999.98	8050-15700-405350	6712510003200
09/04/2012	758866	Public Utilities	1,095.96	0100-51120-403420	676333936
09/04/2012	758866	Public Utilities	730.63	8720-51980-403420	676333936
09/04/2012	758866	Public Utilities	582.24	5120-85000-403420	671274846
09/04/2012	758866	Public Utilities	124.85	2110-31320-403420	671294847
09/04/2012	758868	Qwest Communications	45.69	5710-71470-403450	Qwest 406-245-1789 Transit STS
09/04/2012	758868	Qwest Communications	29.82	5610-71100-403450	Qwest 406-245-1044 Airport Terminal Power M
09/04/2012	758868	Qwest Communications	44.44	5610-71100-403450	Qwest 406-248-3068 Airport Ind Park Gate 9
09/04/2012	758868	Qwest Communications	29.82	2110-31320-403450	Qwest 406-245-9906 PW Traffic Signal 4th 27
09/04/2012	758868	Qwest Communications	88.88	5610-71100-403450	Qwest 406-252-9412 Airport
09/04/2012	758868	Qwest Communications	45.69	5710-71410-403450	Qwest 406-254-7038 MET Transit
09/04/2012	758868	Qwest Communications	94.47	5410-31230-403450	Qwest 406-245-9820 Solid Waste Landfill
09/04/2012	758868	Qwest Communications	54.44	5410-31230-403450	Qwest 406-245-7193 Solid Waste Landfill
09/04/2012	758868	Qwest Communications	92.46	6060-19310-403450	Qwest 406-657-3009 PUD Measured Lines 406-657-3009 406-247-8579
09/04/2012	758868	Qwest Communications	94.32	1500-21110-403450	Qwest 406-245-6600 Crime Prevention Alarm
09/04/2012	758868	Qwest Communications	64.39	6060-19310-403450	Qwest 406-248-9124 Met Measured Lines 406-248-9124 406-248-9179
09/04/2012	758868	Qwest Communications	61.60	6060-19310-403450	Qwest 406-248-3329 Airport Measured Lines 406-248-3329 406-248-9989
09/04/2012	758868	Qwest Communications	29.82	0100-51120-403450	Qwest 406-657-3014 Parks 3890 Stillwater
09/04/2012	758868	Qwest Communications	3,271.66	6060-19310-403450	Qwest 406-657-8377 Main System Centrex
09/04/2012	758868	Qwest Communications	7,296.59	2250-22320-403450	Qwest 406-255-9700 E911
09/04/2012	758868	Qwest Communications	44.44	1500-22250-403450	Qwest 406-655-0728 Fire Maintenance Shop
09/04/2012	758882	Stewart Title Of Billings	10,000.00	2980-66800-407275	FTHB Brenda Livengood, 310 S. 32nd St.
09/04/2012	758892	Town & Country Supply Association	754.81	5120-84000-402310	fuel
09/04/2012	758892	Town & Country Supply Association	34,562.69	6010-00000-141000	96685 PO NUM 290393
09/04/2012	758892	Town & Country Supply Association	23,035.88	6010-00000-141000	99436 PO NUM 290451
09/04/2012	758892	Town & Country Supply Association	28,787.58	5610-71180-402313	Invoice #99449. QTA Car Rental Fuel
09/04/2012	758892	Town & Country Supply Association	509.31	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 290438 PI6171
09/04/2012	758892	Town & Country Supply Association	20,058.06	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 290418
09/04/2012	758892	Town & Country Supply Association	598.38	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 290419
09/04/2012	758892	Town & Country Supply Association	13,159.60	6010-00000-141000	98939 PO NUM 290452
09/04/2012	758896	Verizon Wireless	159.84	1500-21700-403450	Animal Shelter

09/04/2012	758896	Verizon Wireless	85.88	7170-21660-403450	CCSIU
09/04/2012	758896	Verizon Wireless	409.64	5610-71100-403450	Airport
09/04/2012	758896	Verizon Wireless	35.80	6200-19110-403450	ITD
09/04/2012	758896	Verizon Wireless	21.31	2600-55170-403450	Library Outreach
09/04/2012	758896	Verizon Wireless	13.07	6200-19130-403450	ITD GIS
09/04/2012	758896	Verizon Wireless	73.74	0100-17500-403450	Human Resources
09/04/2012	758896	Verizon Wireless	620.84	1500-22210-403450	Fire Department
09/04/2012	758896	Verizon Wireless	160.34	2600-55120-403450	Library
09/04/2012	758896	Verizon Wireless	49.13	6010-15500-403450	Motor Pool
09/04/2012	758896	Verizon Wireless	42.72	0100-11000-403450	Mayor
09/04/2012	758896	Verizon Wireless	53.52	0100-12200-403450	Drug Court
09/04/2012	758896	Verizon Wireless	13.07	2400-43010-403450	Planning
09/04/2012	758896	Verizon Wireless	144.10	0100-12120-403450	Municipal Court Judge
09/04/2012	758896	Verizon Wireless	49.06	0100-16110-403450	Legal
09/04/2012	758896	Verizon Wireless	64.96	6500-15650-403450	Facilities BOC Plus 70% of 406-672-3027
09/04/2012	758896	Verizon Wireless	52.28	1500-22250-403450	Comm Center 911
09/04/2012	758896	Verizon Wireless	84.03	6500-15670-403450	Facilities City Hall Plus 30% of 406-672-3027
09/04/2012	758896	Verizon Wireless	92.92	0100-15120-403450	Finance Pat Weber
09/04/2012	758896	Verizon Wireless	2,938.10	1500-21110-403450	Police
09/04/2012	758896	Verizon Wireless	90.37	2510-21870-403450	Police Forensic 406-794-6880
09/04/2012	758896	Verizon Wireless	338.99	1500-21110-403450	Police Resource Officers
09/04/2012	758896	Verizon Wireless	25.17	2490-21960-403450	Police DV 406-698-1391
09/04/2012	758896	Verizon Wireless	51.64	5210-15210-403450	Parking
09/04/2012	758896	Verizon Wireless	71.54	0100-51100-403450	PRPL Admin
09/04/2012	758896	Verizon Wireless	126.68	0100-51210-403450	PRPL Recreation
09/04/2012	758896	Verizon Wireless	160.14	0100-51210-403450	PRPL Seasonal
09/04/2012	758896	Verizon Wireless	35.95	0100-51400-403450	Cemetery
09/04/2012	758896	Verizon Wireless	43.75	0100-51120-403450	Parks PMD
09/04/2012	758896	Verizon Wireless	972.33	0100-51120-403450	Parks
09/04/2012	758896	Verizon Wireless	218.65	0100-51120-403450	Parks Irrigation
09/04/2012	758896	Verizon Wireless	128.69	6600-31100-403450	Public Works Admin
09/04/2012	758896	Verizon Wireless	136.11	2090-44510-403450	Building
09/04/2012	758896	Verizon Wireless	432.91	6700-31410-403450	Engineering
09/04/2012	758896	Verizon Wireless	72.58	5410-31210-403450	Solid Waste
09/04/2012	758896	Verizon Wireless	324.07	2110-31320-403450	Streets

09/04/2012	758896	Verizon Wireless	74.47	5410-31230-403450	Solid Waste On Call
09/04/2012	758896	Verizon Wireless	479.93	5020-75000-403450	Distribution & Collection 60% 5020-75000-403450 Distribution & Collection 40\$ 5120-85000-403450
09/04/2012	758896	Verizon Wireless	319.94	5120-85000-403450	Distribution & Collection 60% 5020-75000-403450 Distribution & Collection 40\$ 5120-85000-403450
09/04/2012	758896	Verizon Wireless	19.28	5020-77000-403450	PUD Environmental 50% 5020-77000-403450
09/04/2012	758896	Verizon Wireless	19.28	5120-87000-403450	PUD Environmental 50% 5120-87000-403450
09/04/2012	758896	Verizon Wireless	794.13	5020-74000-403450	PUD Environmental 50% 5020-77000-403450 Water Treatment PWBelknap-WT
09/04/2012	758896	Verizon Wireless	439.73	5020-73120-403450	PWBLKNP MTRSHOP
09/04/2012	758896	Verizon Wireless	69.41	5020-73110-403450	Belknap Office 60% 5020-73110-403450 Belknap Office 40\$ 5120-83110-403450
09/04/2012	758896	Verizon Wireless	46.27	5120-83110-403450	Belknap Office 60% 5020-73110-403450 Belknap Office 40\$ 5120-83110-403450
09/04/2012	758896	Verizon Wireless	86.78	5020-73140-403450	PWBLKNP STORES 75% 5020-73140-403450 PWBLKNP STORES 25% 5120-83140-403450
09/04/2012	758896	Verizon Wireless	28.92	5120-83140-403450	PWBLKNP STORES 75% 5020-73140-403450 PWBLKNP STORES 25% 5120-83140-403450
09/04/2012	758896	Verizon Wireless	1,047.96	5120-84000-403450	Wastewater Treatment Plant
09/04/2012	758896	Verizon Wireless	22.47	6060-19310-402122	TeleComm Manager
09/04/2012	758896	Verizon Wireless	24.04	6060-19310-403450	TeleComm Manager
09/04/2012	758896	Verizon Wireless	91.63	5710-71420-403160	On Call MET
09/04/2012	758896	Verizon Wireless	66.18	5710-71410-403450	MET Transit
09/04/2012	758896	Verizon Wireless	90.94	0100-43210-403450	Code Enforcement
09/04/2012	758896	Verizon Wireless	184.47	5710-71470-403160	MET Transit AVL Account 770599076-00001
09/04/2012	758896	Verizon Wireless	833.58	0100-51120-403450	PRPL Parks Seasonal
09/04/2012	758900	Yellowstone Valley Animal Shelter	20,666.67	1500-21700-403990	contract 7-22-12\8-21-12
09/04/2012	758901	Petty Cash CCSIU	4,407.97	7180-21600-407910	Buy money reimbursement.

**Regular City Council Meeting**

**Meeting Date:** 10/09/2012

**TITLE:** Payment of Claims September 10, 2012.

**PRESENTED BY:** Pat M. Weber, Finance Director

**Department:** City Hall Administration

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**Information**

**PROBLEM/ISSUE STATEMENT**

Claims in the amount of \$1,860,214.46 have been audited and are presented for your approval for payment. A complete listing of the claims dated September 10, 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**

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**Attachments**

List of claims greater than \$2,500.

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AP Report > \$2,500 for 09/12/2012

Check Date	Check	Name	Amount	Account	Item Desc
09/10/2012	758904	Ace Electric Inc	964.91	2110-31320-403590	add load center with lightning arrestor on 3rd & grand
09/10/2012	758904	Ace Electric Inc	4,051.82	2110-31320-403590	tree fell on school flasher at king e & hallowell
09/10/2012	758904	Ace Electric Inc	6,098.40	8450-31860-409310	WO 10-31 29TH & CENTRAL SIGNAL; CO#1 Apprvd 1/24/12
09/10/2012	758914	American Welding & Gas Inc	157.74	6010-15530-402650	01887432
09/10/2012	758914	American Welding & Gas Inc	64.53	1500-22290-402290	CYLINDER RENTAL FEE
09/10/2012	758914	American Welding & Gas Inc	283.56	5020-74000-402220	Lab supplies
09/10/2012	758914	American Welding & Gas Inc	721.56	5020-74000-402220	Lab Supplies
09/10/2012	758914	American Welding & Gas Inc	24.85	5120-84000-402450	Parts/supplies
09/10/2012	758914	American Welding & Gas Inc	85.45	5020-74000-402450	Parts/supplies
09/10/2012	758914	American Welding & Gas Inc	145.17	5020-74000-402450	Parts/supplies
09/10/2012	758914	American Welding & Gas Inc	3,277.18	1500-22290-402290	SPC2// 8HP586C-25E W/702 VALVE FOR BREATHING AIR SERVICE (SPECIAL ORDER - DROP SHIPPED TO FLEET SERVICES, 4848 MIDLAND ROAD, PER LARRY DESCHENE)
09/10/2012	758914	American Welding & Gas Inc	168.13	1500-22290-402290	ESTIMATED FREIGHT PLUS HAZARD CLASS CHARGES & FEES
09/10/2012	758936	Branch Group Inc	620.85	5120-84000-402360	Activation memory dongle
09/10/2012	758936	Branch Group Inc	8,525.00	5120-84000-402360	Controllogix 8MB Controller
09/10/2012	758936	Branch Group Inc	-885.00	5120-84000-402360	RETURN ROCKWELL RDW DIRECT
09/10/2012	758939	Business Tax Section	51.50	5050-75150-403671	17 N 31st Street
09/10/2012	758939	Business Tax Section	50.00	5050-75150-403671	42 Lewis Avenue
09/10/2012	758939	Business Tax Section	61.60	8450-31860-409310	WO 10-31 29TH & CENTRAL SIGNAL; CO#1 Apprvd 01/24/12
09/10/2012	758939	Business Tax Section	139.79	7020-51710-409390	WO 12-03 2012 City Chip Seal
09/10/2012	758939	Business Tax Section	2,551.42	2050-31310-409390	WO 12-03 2012 City Chip Seal
09/10/2012	758939	Business Tax Section	7.31	8400-31840-409310	WO1202 Misc. Developer
09/10/2012	758939	Business Tax Section	7,635.66	2050-31310-409390	WO1203 City Overlay
09/10/2012	758939	Business Tax Section	51.34	7020-51710-409390	WO 12-03 2012 City Chip Seal
09/10/2012	758939	Business Tax Section	685.05	2050-31310-409310	WO1202 Misc. Developer; Fund Correction 6/29/12
09/10/2012	758939	Business Tax Section	383.45	4420-31650-409311	WO1202 Misc. Developer

09/10/2012	758943	Civicplus	4,362.00	6200-19110-403552	Quarterly Fee for Hosting and Support Web Site 2nd Quarter October-December 2012
09/10/2012	758944	County Water District Of Billings Heights	243.68	5120-85000-403420	1840 St Andrews
09/10/2012	758944	County Water District Of Billings Heights	5.30	2950-66980-407275	August Water Bill for Conway property
09/10/2012	758944	County Water District Of Billings Heights	475.57	1500-22210-403420	FIRE 6: WATER SERVICE (SUMMER)
09/10/2012	758944	County Water District Of Billings Heights	19,719.36	8050-15700-405350	fire hydrant rentals
09/10/2012	758944	County Water District Of Billings Heights	0.00	1500-22210-403420	FIRE 6: WATER SERVICE (FALL,WINTER,SPRING MONTHS)
09/10/2012	758953	Dept Of Justice Dci	11,711.76	7170-21660-407865	Drug Forfeiture. DCI Case # N2111104 (BSSSTF case 272F-SU-67222).
09/10/2012	758957	Dowl Hkm	7,200.00	2030-15130-403547	topographic survey for Empire Garage
09/10/2012	758957	Dowl Hkm	46,169.51	8450-31860-409310	WO 09-20 Rimrck Rd Forsythia Blvd to Shiloh Rd; Amend#1 apprvd 03-23-12
09/10/2012	758957	Dowl Hkm	6,009.00	8400-31840-409310	WO 10-19 Shiloh Conservation Area
09/10/2012	758957	Dowl Hkm	5,547.54	5030-75910-409340	WO 12-01 2012 WATER & SEWER REPLC PRJ
09/10/2012	758957	Dowl Hkm	49,689.49	5130-85910-409340	WO 12-01 2012 WATER & SEWER REPLC PRJ
09/10/2012	758958	E L Boiler Works	4,400.00	5020-74000-402450	Boiler retube
09/10/2012	758969	Ferguson Enterprises Inc	14.38	2110-31320-402320	1090547
09/10/2012	758969	Ferguson Enterprises Inc	1,009.97	5020-75000-402380	Parts/supplies
09/10/2012	758969	Ferguson Enterprises Inc	3,693.04	5030-75910-409340	Parts/supplies
09/10/2012	758975	Flint Trading Inc	725.84	2110-31320-402341	parts for heat tape torch
09/10/2012	758975	Flint Trading Inc	4,747.50	2110-31320-402341	premark 12" & 24" heat tape
09/10/2012	758986	Hardrives Construction Inc	252,590.37	2050-31310-409390	WO 12-03 2012 City Chip Seal
09/10/2012	758986	Hardrives Construction Inc	13,839.58	7020-51710-409390	WO 12-03 2012 City Chip Seal; Fund trsfr from 2050 to 7020
09/10/2012	758986	Hardrives Construction Inc	5,082.15	7020-51710-409390	WO 12-03 2012 Chip Seal; CO#2 06/22/12
09/10/2012	758987	Hdr Inc	6,209.97	5020-74000-403540	WO 12-21 WTP Chemical Bldg/Disinfection Improvements
09/10/2012	758992	laff	4,279.60	9000-00000-209920	PAYROLL SUMMARY
09/10/2012	758996	Integrated Solutions Engineering	9,104.19	5020-72110-403540	PROCESS CONTROL SYSTEMS AT THE THOMAS PUMP STATION

09/10/2012	758997	International Association of Arson Investigators	3,500.00	1500-22230-403824	ON-SITE COURSE PRESENTATION/INSTRUCTOR FEE: NFPA 921/1033 CHANGES FOR FIRE/ARSON INVESTIGATORS NOVEMBER 27-28, 2012, BILLINGS MT (4810 MIDLAND ROAD/POLICE TRAINING ROOM)
09/10/2012	759000	J & J Concrete	723.69	8400-31840-409310	WO1202 Misc Developer
09/10/2012	759000	J & J Concrete	67,819.94	2050-31310-409310	WO1202 Misc Developer; Fund Correction 6/29/12
09/10/2012	759000	J & J Concrete	37,961.98	4420-31650-409311	WO1202 Misc Developer
09/10/2012	759006	Knife River	2,131.25	2110-31320-404710	asphalt
09/10/2012	759006	Knife River	2,356.75	2110-31320-404710	asphalt
09/10/2012	759006	Knife River	2,369.40	2110-31320-404710	asphalt
09/10/2012	759006	Knife River	2,880.90	2110-31320-404710	asphalt
09/10/2012	759006	Knife River	18.00	5020-75000-403680	Dump fee
09/10/2012	759006	Knife River	755,920.40	2050-31310-409390	WO 12-03 City Overlay
09/10/2012	759006	Knife River	12.00	5120-85000-403680	Dump fee
09/10/2012	759008	L N Curtis & Sons	124.12	1500-22260-402320	3125858-00
09/10/2012	759008	L N Curtis & Sons	1,755.00	1500-22290-402490	700-350C: TEMPEST 16" VARIABLE SPEED BLOWER. VSX16 FOR TRUCK 5 - MINI TOWER (4060)
09/10/2012	759008	L N Curtis & Sons	1,899.00	1500-22310-402690	EURAMCO GA5006 16" RAM FAN GX160 HONDA GASOLINE ENGINE WITH OIL ALERT
09/10/2012	759020	Mes-Nw	625.00	1500-22290-402290	805771-02: FACE SEAL, MEDIUM
09/10/2012	759020	Mes-Nw	1,734.90	1500-22290-402490	AP17YB: DJ800ALP 1.75" X 50' NST - YELLOW HIGHRISE HOSE (RUDDOCK)
09/10/2012	759020	Mes-Nw	0.00	1500-22290-402640	HELMET LIGHTING KIT - DIV 2 4AA LUX W/WHITE LED - YELLOW
09/10/2012	759020	Mes-Nw	0.00	1500-22290-402640	HELMET LIGHTING KIT - DIV 2 4AA LUX W/WHITE LED - YELLOW
09/10/2012	759020	Mes-Nw	0.00	1500-22290-402640	4AA LUXEON DIV 2 W/WHITE LED & ALKALINE BATTERIES
09/10/2012	759020	Mes-Nw	0.00	1500-22290-402640	4AA LUXEON DIV 2 W/WHITE LED & ALKALINE BATTERIES
09/10/2012	759020	Mes-Nw	194.06	1500-22290-402490	FREIGHT

09/10/2012	759020	Mes-Nw	0.00	1500-22290-402640	DYNA FIT SUSPENDERS W/QUICK ADJUST & PADDING ADDED - ASST SIZES: SHORT, REGULAR, LONG
09/10/2012	759020	Mes-Nw	0.00	1500-22290-402640	DYNA FIT SUSPENDERS W/QUICK ADJUST & PADDING ADDED - ASST SIZES: SHORT, REGULAR, LONG
09/10/2012	759020	Mes-Nw	0.00	1500-22290-402640	PAC-III STYLE HOOD IN P84
09/10/2012	759020	Mes-Nw	0.00	1500-22290-402640	PAC-III STYLE HOOD IN P84
09/10/2012	759020	Mes-Nw	0.00	1500-22290-402640	HELMET: MES #6 W/NFPA EZ FLIPS MES 01400543 - WHITE
09/10/2012	759020	Mes-Nw	225.00	1500-22290-402640	HELMET: MES #6 W/NFPA EZ FLIPS MES 01400543 - WHITE
09/10/2012	759020	Mes-Nw	0.00	1500-22290-402640	FACE SHIELDS: EZ FLIPS - NFPA
09/10/2012	759020	Mes-Nw	720.00	1500-22290-402640	FACE SHIELDS: EZ FLIPS - NFPA
09/10/2012	759020	Mes-Nw	0.00	1500-22290-402640	GOGGLES ESS - NFPA 1971
09/10/2012	759020	Mes-Nw	492.00	1500-22290-402640	GOGGLES ESS - NFPA 1971
09/10/2012	759020	Mes-Nw	0.00	1500-22290-402640	HP-F50 NECK CLOTH
09/10/2012	759020	Mes-Nw	114.00	1500-22290-402640	HP-F50 NECK CLOTH
09/10/2012	759020	Mes-Nw	0.00	1500-22290-402640	HR-H03 U-BRACKET W/HARDWARE (REPAIR PARTS)
09/10/2012	759020	Mes-Nw	72.00	1500-22290-402640	HR-H03 U-BRACKET W/HARDWARE (REPAIR PARTS)
09/10/2012	759020	Mes-Nw	0.00	1500-22290-402640	HR-SUSB-2007 SUSPENSION
09/10/2012	759020	Mes-Nw	30.00	1500-22290-402640	HR-SUSB-2007 SUSPENSION
09/10/2012	759020	Mes-Nw	0.00	1500-22290-402640	HP-CDB CHIN STRAP (PARTS)
09/10/2012	759020	Mes-Nw	90.00	1500-22290-402640	HP-CDB CHIN STRAP (PARTS)
09/10/2012	759020	Mes-Nw	0.00	1500-22290-402640	HR-H23 3 STRAP KIT
09/10/2012	759020	Mes-Nw	21.00	1500-22290-402640	HR-H23 3 STRAP KIT
09/10/2012	759020	Mes-Nw	0.00	1500-22290-402490	GEAR KEEPER 3 RT3-4568 RETRACTABLE LANYARDS
09/10/2012	759020	Mes-Nw	100.00	1500-22290-402490	GEAR KEEPER 3 RT3-4568 RETRACTABLE LANYARDS
09/10/2012	759020	Mes-Nw	0.00	1500-22290-402490	68236 STREAMLIGHT FLASHLIGHT REPLACEMENT LAMPS (BULBS)
09/10/2012	759020	Mes-Nw	0.00	1500-22290-402490	68236 STREAMLIGHT FLASHLIGHT REPLACEMENT LAMPS (BULBS)
09/10/2012	759020	Mes-Nw	0.00	1500-22290-402640	SHIPPING/HANDLING EST

09/10/2012	759020	Mes-Nw	21.08	1500-22290-402640	SHIPPING/HANDLING EST
09/10/2012	759026	MONTANA CSED	4,185.05	9000-00000-209926	Child Support
09/10/2012	759033	Montana State Fireman's Assoc	2,839.43	9000-00000-209924	PAYROLL SUMMARY
09/10/2012	759041	MT Waterworks	2,981.00	5130-85910-409340	Parts/supplies
09/10/2012	759041	MT Waterworks	4,983.44	5020-75000-402380	Parts/supplies
09/10/2012	759041	MT Waterworks	10,194.22	5030-75910-409340	Pipe Fittings for Rehab Project
09/10/2012	759041	MT Waterworks	-437.92	5020-75000-402380	Return - Parts/supplies
09/10/2012	759046	Northwestern Energy	15.63	1500-22210-403410	07125321
09/10/2012	759046	Northwestern Energy	87.84	5120-85000-403410	07233836
09/10/2012	759046	Northwestern Energy	63.92	0100-51290-403410	09998071
09/10/2012	759046	Northwestern Energy	144.07	6070-22350-403410	10069151
09/10/2012	759046	Northwestern Energy	9.59	5120-85000-403410	17040254
09/10/2012	759046	Northwestern Energy	7,397.34	5020-74000-403410	3116 17th St West
09/10/2012	759046	Northwestern Energy	372.27	5020-74000-403410	805 Constitution
09/10/2012	759046	Northwestern Energy	401.51	1500-22210-403410	FIRE 6: ELECTRICAL SERVICE - 1601 SAINT ANDREWS - ACCOUNT #0100477-9
09/10/2012	759046	Northwestern Energy	950.35	5020-74000-403410	Skyview High School
09/10/2012	759046	Northwestern Energy	102.84	5610-71130-403410	07125339
09/10/2012	759046	Northwestern Energy	7.15	8720-51980-403410	07233844
09/10/2012	759046	Northwestern Energy	3.68	2110-31320-403410	10458206
09/10/2012	759046	Northwestern Energy	292.32	0100-51120-403410	11412848
09/10/2012	759046	Northwestern Energy	29.09	5120-85000-403410	17040304
09/10/2012	759046	Northwestern Energy	7,397.33	5020-74000-403410	3116 17th St West
09/10/2012	759046	Northwestern Energy	15.19	5610-71130-403410	07125347
09/10/2012	759046	Northwestern Energy	8.77	8720-51980-403410	07233851
09/10/2012	759046	Northwestern Energy	74.96	0100-51120-403410	11565272
09/10/2012	759046	Northwestern Energy	1,039.36	0100-51120-403410	11607801
09/10/2012	759046	Northwestern Energy	12.98	2110-31320-403410	17389891
09/10/2012	759046	Northwestern Energy	219.31	5610-71130-403410	07125354
09/10/2012	759046	Northwestern Energy	8.77	8720-51980-403410	07233869
09/10/2012	759046	Northwestern Energy	1,705.43	1500-21710-403410	11834835
09/10/2012	759046	Northwestern Energy	7.15	0100-51120-403410	12300661
09/10/2012	759046	Northwestern Energy	14.57	5020-74000-403410	18672659
09/10/2012	759046	Northwestern Energy	13.72	5610-71130-403410	07127913
09/10/2012	759046	Northwestern Energy	8.77	8720-51980-403410	07233877
09/10/2012	759046	Northwestern Energy	7.56	0100-51120-403410	12422226
09/10/2012	759046	Northwestern Energy	16.67	0100-51410-403410	16352890

09/10/2012	759046	Northwestern Energy	8.51	0100-51120-403410	19022573
09/10/2012	759046	Northwestern Energy	14.77	5610-71130-403410	07127954
09/10/2012	759046	Northwestern Energy	8.77	8720-51980-403410	07233885
09/10/2012	759046	Northwestern Energy	0.67	8720-51980-403410	13127071
09/10/2012	759046	Northwestern Energy	1.04	8720-51980-403410	20413621
09/10/2012	759046	Northwestern Energy	12.54	5610-71130-403410	07127970
09/10/2012	759046	Northwestern Energy	5.24	0100-51120-403410	07233919
09/10/2012	759046	Northwestern Energy	3.50	8720-51980-403410	07233919
09/10/2012	759046	Northwestern Energy	0.96	0100-51120-403410	14093942
09/10/2012	759046	Northwestern Energy	8.41	2110-31320-403410	20470076
09/10/2012	759046	Northwestern Energy	36.18	5610-71170-403410	07128051
09/10/2012	759046	Northwestern Energy	8.77	8720-51980-403410	07233927
09/10/2012	759046	Northwestern Energy	207.94	8720-51980-403410	15137961
09/10/2012	759046	Northwestern Energy	8.41	2110-31320-403410	20470100
09/10/2012	759046	Northwestern Energy	7.26	5610-71130-403410	07128135
09/10/2012	759046	Northwestern Energy	7.89	8720-51980-403410	07233935
09/10/2012	759046	Northwestern Energy	81.17	8720-51980-403410	15138001
09/10/2012	759046	Northwestern Energy	8.10	2110-31320-403410	20470134
09/10/2012	759046	Northwestern Energy	2,162.83	5610-71130-403410	07195431
09/10/2012	759046	Northwestern Energy	7.15	8720-51980-403410	07233943
09/10/2012	759046	Northwestern Energy	20.06	8720-51980-403410	15138027
09/10/2012	759046	Northwestern Energy	8.30	2110-31320-403410	20470175
09/10/2012	759046	Northwestern Energy	14.46	5610-71130-403410	07197593
09/10/2012	759046	Northwestern Energy	7.15	8720-51980-403410	07233950
09/10/2012	759046	Northwestern Energy	12.98	8720-51980-403410	15138043
09/10/2012	759046	Northwestern Energy	8.41	2110-31320-403410	20470183
09/10/2012	759046	Northwestern Energy	20.19	5610-71130-403410	07197601
09/10/2012	759046	Northwestern Energy	7.15	8720-51980-403410	07233968
09/10/2012	759046	Northwestern Energy	7.79	8720-51980-403410	15642093
09/10/2012	759046	Northwestern Energy	23.36	5610-71130-403410	07197619
09/10/2012	759046	Northwestern Energy	7.15	8720-51980-403410	07233976
09/10/2012	759046	Northwestern Energy	41.21	0100-51120-403410	16926669
09/10/2012	759046	Northwestern Energy	13.61	5610-71130-403410	07197627
09/10/2012	759046	Northwestern Energy	7.15	8720-51980-403410	07233984
09/10/2012	759046	Northwestern Energy	16.05	5610-71130-403410	07202963
09/10/2012	759046	Northwestern Energy	1,158.90	5120-85000-403410	07234040
09/10/2012	759046	Northwestern Energy	1,822.15	0100-51260-403410	07208416

09/10/2012	759046	Northwestern Energy	7.15	8720-51980-403410	07238355
09/10/2012	759046	Northwestern Energy	10.29	5020-74000-403410	07222490
09/10/2012	759046	Northwestern Energy	9.09	8720-51980-403410	07238363
09/10/2012	759046	Northwestern Energy	7.15	0100-51120-403410	07222532
09/10/2012	759046	Northwestern Energy	7.15	8720-51980-403410	07238405
09/10/2012	759046	Northwestern Energy	200.06	0100-51120-403410	07222565
09/10/2012	759046	Northwestern Energy	295.97	5120-85000-403410	07238785
09/10/2012	759046	Northwestern Energy	9.09	0100-51120-403410	07222581
09/10/2012	759046	Northwestern Energy	352.63	8720-51980-403410	07238793
09/10/2012	759046	Northwestern Energy	20.44	0100-51120-403410	07222599
09/10/2012	759046	Northwestern Energy	7.89	8720-51980-403410	07238835
09/10/2012	759046	Northwestern Energy	6,213.91	5020-74000-403410	07222706
09/10/2012	759046	Northwestern Energy	113.07	0100-51120-403410	07238843
09/10/2012	759046	Northwestern Energy	8.91	0100-51120-403410	07222722
09/10/2012	759046	Northwestern Energy	5.95	8720-51980-403410	07222722
09/10/2012	759046	Northwestern Energy	8.00	8720-51980-403410	07238850
09/10/2012	759046	Northwestern Energy	10.30	0100-51120-403410	07222730
09/10/2012	759046	Northwestern Energy	17.53	0100-51120-403410	07238876
09/10/2012	759046	Northwestern Energy	11.88	0100-51120-403410	07222748
09/10/2012	759046	Northwestern Energy	242.31	0100-51120-403410	07931348
09/10/2012	759046	Northwestern Energy	99.22	0100-51120-403410	07222755
09/10/2012	759046	Northwestern Energy	0.77	8720-51980-403410	09718248
09/10/2012	759046	Northwestern Energy	35.74	0100-51120-403410	07222771
09/10/2012	759046	Northwestern Energy	7.56	0100-51120-403410	09789173
09/10/2012	759046	Northwestern Energy	0.19	0100-51120-403410	07222789
09/10/2012	759046	Northwestern Energy	15.19	0100-51120-403410	07222797
09/10/2012	759046	Northwestern Energy	7.15	0100-51120-403410	07222805
09/10/2012	759046	Northwestern Energy	7.15	0100-51120-403410	07222813
09/10/2012	759046	Northwestern Energy	7.15	0100-51120-403410	07222839
09/10/2012	759046	Northwestern Energy	7.15	0100-51120-403410	07222847
09/10/2012	759046	Northwestern Energy	15.19	0100-51120-403410	07228083
09/10/2012	759046	Northwestern Energy	9.59	0100-51120-403410	07228521
09/10/2012	759046	Northwestern Energy	9.09	0100-51120-403410	07228620
09/10/2012	759046	Northwestern Energy	129.27	0100-51120-403410	07229016
09/10/2012	759046	Northwestern Energy	8.84	0100-51120-403410	07229768
09/10/2012	759046	Northwestern Energy	131.64	0100-51120-403410	07229958
09/10/2012	759046	Northwestern Energy	76.61	0100-51120-403410	07230055

09/10/2012	759046	Northwestern Energy	7.15	0100-51120-403410	07230253
09/10/2012	759046	Northwestern Energy	23.09	0100-51120-403410	07230394
09/10/2012	759046	Northwestern Energy	7.15	0100-51120-403410	07230469
09/10/2012	759046	Northwestern Energy	14.14	0100-51120-403410	07230493
09/10/2012	759046	Northwestern Energy	38.34	0100-51120-403410	07230535
09/10/2012	759046	Northwestern Energy	17.52	0100-51120-403410	07230642
09/10/2012	759046	Northwestern Energy	17.52	0100-51120-403410	07230659
09/10/2012	759049	Palm Tree Construction	4,900.00	5050-75150-403671	165 Winsor Circle
09/10/2012	759049	Palm Tree Construction	5,098.44	5050-75150-403671	17 N 31
09/10/2012	759054	Planning/Communications	10,350.00	2760-67520-403590	Inv. 22150 AI to Fair Housing Choice
09/10/2012	759055	Polydyne Inc	2,714.00	5120-84000-402220	Clarifloc
09/10/2012	759058	Public Utilities	454.63	8720-51980-403420	490833852
09/10/2012	759058	Public Utilities	302.62	8720-51980-403420	675778356
09/10/2012	759058	Public Utilities	41.43	0100-51120-403420	7071528
09/10/2012	759058	Public Utilities	12.17	8720-51980-403420	676393901
09/10/2012	759058	Public Utilities	732.10	8720-51980-403420	8934540476600
09/10/2012	759058	Public Utilities	103.64	8720-51980-403420	14662318478
09/10/2012	759058	Public Utilities	2,878.57	8720-51980-403420	676413853
09/10/2012	759058	Public Utilities	17,454.11	8720-51980-403420	676433910
09/10/2012	759058	Public Utilities	818.72	8720-51980-403420	676454062
09/10/2012	759058	Public Utilities	14,052.06	8720-51980-403420	676473935
09/10/2012	759058	Public Utilities	5,607.26	8720-51980-403420	676497694
09/10/2012	759058	Public Utilities	4,745.37	8720-51980-403420	676513943
09/10/2012	759058	Public Utilities	416.02	8720-51980-403420	676533868
09/10/2012	759058	Public Utilities	284.60	8720-51980-403420	676554066
09/10/2012	759058	Public Utilities	12.17	8720-51980-403420	676574011
09/10/2012	759058	Public Utilities	650.06	8720-51980-403420	676594010
09/10/2012	759058	Public Utilities	936.05	8720-51980-403420	676614077
09/10/2012	759058	Public Utilities	11,000.74	8720-51980-403420	676654097
09/10/2012	759058	Public Utilities	2,955.78	8720-51980-403420	676754063
09/10/2012	759058	Public Utilities	17,495.06	5610-71100-403420	68407759
09/10/2012	759058	Public Utilities	3,563.10	8720-51980-403420	8992912649100
09/10/2012	759058	Public Utilities	444.97	8720-51980-403420	899739343
09/10/2012	759058	Public Utilities	1,990.66	8720-51980-403420	904059154
09/10/2012	759058	Public Utilities	1,557.28	8720-51980-403420	10697714654
09/10/2012	759058	Public Utilities	5,686.37	8720-51980-403420	1142018810
09/10/2012	759058	Public Utilities	106.05	8720-51980-403420	11460717358

09/10/2012	759058	Public Utilities	1,322.32	8720-51980-403420	12051919090
09/10/2012	759058	Public Utilities	505.29	8720-51980-403420	13264320441
09/10/2012	759058	Public Utilities	9.49	5120-85000-403420	13670319854
09/10/2012	759069	Selbys	14.00	5020-74000-402450	Laminating
09/10/2012	759069	Selbys	10,047.00	5030-75910-409480	Large Format scanner/printer per TRP
09/10/2012	759069	Selbys	95.27	5030-75910-409480	Line Conditioner for new printer
09/10/2012	759069	Selbys	138.52	5020-75000-402190	Printing supplies
09/10/2012	759069	Selbys	-177.39	5020-75000-402190	Return - printing supplies
09/10/2012	759069	Selbys	6,698.00	5130-85910-409480	Large Format scanner/printer per TRP
09/10/2012	759069	Selbys	63.51	5130-85910-409480	Line Conditioner for new printer
09/10/2012	759069	Selbys	92.35	5120-85000-402190	Printing supplies
09/10/2012	759069	Selbys	-118.26	5120-85000-402190	Return - printing supplies
09/10/2012	759073	Software House Intl	13,700.00	6200-19110-409480	Kaspersky Enterprise Space Security Sub. License 3 yrs. 1000 Anti Virus Software
09/10/2012	759078	Sunset Excavation	3,750.00	5050-75150-403671	336 Burlington Avenue
09/10/2012	759078	Sunset Excavation	4,950.00	5050-75150-403671	42 Lewis Avenue
09/10/2012	759084	Town & Country Supply Association	12,144.68	6010-00000-141000	98542 PO NUM 290527
09/10/2012	759084	Town & Country Supply Association	13,880.54	6010-00000-141000	99444 PO NUM 290482
09/10/2012	759084	Town & Country Supply Association	23,116.60	6010-00000-141714	99456 PO NUM 290496
09/10/2012	759084	Town & Country Supply Association	1,354.64	1500-22260-402310	99732: FIRE1 UNLEADED (397 GALLONS) DELIVERED ON 8/28/2012
09/10/2012	759084	Town & Country Supply Association	1,363.68	1500-22260-402310	399733: FIRE1 DIESEL #2 DYED (413 GALLONS) DELIVERED ON 8/28/2012
09/10/2012	759084	Town & Country Supply Association	-34,562.69	6010-00000-141000	96685-CC PO NUM 290484
09/10/2012	759084	Town & Country Supply Association	6,940.27	6010-00000-141714	98958 PO NUM 290497
09/10/2012	759084	Town & Country Supply Association	19,871.11	6010-00000-141000	99465 PO NUM 290527
09/10/2012	759084	Town & Country Supply Association	34,562.69	6010-00000-141000	96685-DD PO NUM 290485
09/10/2012	759084	Town & Country Supply Association	1,165.58	1500-22260-402310	98243: FIRE3 DIESEL #2 DYED (352 GALLONS) DELIVERED ON 8/31/2012
09/10/2012	759089	U.S. Bank	52.99	8720-51980-403650	PCard Transaction Description: WHOLESAL TRADE
09/10/2012	759089	U.S. Bank	211.93	8720-51980-403650	PCard Transaction Description: WHOLESAL TRADE
09/10/2012	759089	U.S. Bank	264.93	8720-51980-403650	PCard Transaction Description: WHOLESAL TRADE
09/10/2012	759089	U.S. Bank	285.10	8720-51980-403650	PCard Transaction Description: WHOLESAL TRADE

09/10/2012	759089	U.S. Bank	56.85	8720-51980-403650	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	11.99	8720-51980-403650	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	25.68	8720-51980-403650	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	16.19	8720-51980-403650	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	27.78	8720-51980-403650	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	36.85	8720-51980-403650	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	36.85	8720-51980-403650	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	45.43	8720-51980-403650	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	219.00	8720-51980-403650	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	504.00	8720-51980-403650	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	93.14	8720-51980-403650	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	399.53	8720-51980-403650	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	48.97	2490-21960-402290	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	407.70	2490-21960-403822	PCard Transaction Description: AIRLINE
09/10/2012	759089	U.S. Bank	460.00	2490-21960-403822	PCard Transaction Description: BUSINESS EXPENS
09/10/2012	759089	U.S. Bank	460.00	2490-21960-403822	PCard Transaction Description: BUSINESS EXPENS
09/10/2012	759089	U.S. Bank	81.00	2510-21870-402190	PCard Transaction Description: OFFICE SERVICES
09/10/2012	759089	U.S. Bank	12.99	2510-21870-402190	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	15.00	2510-21870-402190	PCard Transaction Description: OFFICE SERVICES
09/10/2012	759089	U.S. Bank	89.81	2510-21870-403822	PCard Transaction Description: HOTELS

09/10/2012	759089	U.S. Bank	69.50	2510-21870-403822	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	58.73	2510-21870-403822	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	31.75	2510-21870-403822	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	41.78	2510-21870-403822	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	149.73	2510-21870-403822	PCard Transaction Description: HOTELS
09/10/2012	759089	U.S. Bank	76.00	2510-21870-403822	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	248.50	2550-21420-402290	PCard Transaction Description: MRO SUPPLIES
09/10/2012	759089	U.S. Bank	105.70	2550-21420-402290	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	300.10	2550-21420-403822	PCard Transaction Description: AIRLINE
09/10/2012	759089	U.S. Bank	20.13	2550-21420-403822	PCard Transaction Description: OFFICE SERVICES
09/10/2012	759089	U.S. Bank	102.57	2600-55110-402190	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	108.00	2600-55110-403110	PCard Transaction Description: OFFICE SERVICES
09/10/2012	759089	U.S. Bank	40.06	2600-55110-403110	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	815.00	2600-55110-403350	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	55.00	2600-55110-403350	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	108.00	2600-55110-403360	PCard Transaction Description: OFFICE SERVICES
09/10/2012	759089	U.S. Bank	100.00	2600-55110-403360	PCard Transaction Description: BUSINESS EXPENS
09/10/2012	759089	U.S. Bank	612.00	2600-55110-403360	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	3.49	2600-55110-403360	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	1,463.45	2600-55110-403360	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	95.12	2600-55110-403360	PCard Transaction Description: WHOLESALE TRADE

09/10/2012	759089	U.S. Bank	62.40	2600-55110-403581	PCard Transaction Description: OFFICE SERVICES
09/10/2012	759089	U.S. Bank	138.37	2600-55110-403690	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	99.00	2600-55110-403822	PCard Transaction Description: MAIL/TELEPHONE
09/10/2012	759089	U.S. Bank	157.50	2600-55110-403824	PCard Transaction Description: MAIL/TELEPHONE
09/10/2012	759089	U.S. Bank	132.00	2600-55110-407930	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	739.44	2600-55120-402240	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	87.08	2600-55120-402260	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	97.26	2600-55120-402290	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	9.99	2600-55120-402350	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	406.13	2600-55120-402450	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	9.58	2600-55120-403420	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	68.50	2600-55120-403660	PCard Transaction Description: OFFICE SERVICES
09/10/2012	759089	U.S. Bank	157.50	2600-55120-403660	PCard Transaction Description: OFFICE SERVICES
09/10/2012	759089	U.S. Bank	686.33	2600-55120-403660	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	686.33	2600-55120-403660	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	495.00	2600-55120-403670	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	255.29	2600-55130-402190	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	487.82	2600-55130-402190	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	55.36	2600-55130-403690	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	259.47	2600-55130-403690	PCard Transaction Description: WHOLESale TRADE

09/10/2012	759089	U.S. Bank	62.70	2600-55140-402190	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	181.52	2600-55140-402190	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	359.77	2600-55140-403690	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	259.47	2600-55140-403690	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	56.00	2600-55150-402280	PCard Transaction Description: MAIL/TELEPHONE
09/10/2012	759089	U.S. Bank	-260.00	2600-55160-403590	PCard Transaction Description: BUSINESS EXPENS
09/10/2012	759089	U.S. Bank	260.00	2600-55160-403590	PCard Transaction Description: BUSINESS EXPENS
09/10/2012	759089	U.S. Bank	260.00	2600-55160-403590	PCard Transaction Description: BUSINESS EXPENS
09/10/2012	759089	U.S. Bank	11.99	2600-55170-402290	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	45.00	2600-55180-402290	PCard Transaction Description: BUSINESS EXPENS
09/10/2012	759089	U.S. Bank	193.93	2600-55180-402290	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	161.47	2600-55180-402290	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	24.00	2600-55180-403690	PCard Transaction Description: OFFICE SERVICES
09/10/2012	759089	U.S. Bank	28.96	2600-55190-403222	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	17.98	2600-55190-403222	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	4.33	2600-55190-403222	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	29.99	2600-55190-403222	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	24.98	2600-55190-403222	PCard Transaction Description: OFFICE SUPPLIES

09/10/2012	759089	U.S. Bank	8.00	2600-55190-403222	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	10.94	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	19.93	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	19.49	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	19.99	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	25.99	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	16.62	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	50.97	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	26.52	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	22.29	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	6.69	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	21.44	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	109.90	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	15.92	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	17.08	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	212.77	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	27.99	2600-55190-403226	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	11.53	2600-55190-403226	PCard Transaction Description: OFFICE SUPPLIES

09/10/2012	759089	U.S. Bank	16.95	2600-55190-403226	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	9.98	2600-55190-403226	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	10.62	2600-55190-403226	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	7.49	2600-55190-403226	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	112.26	2600-55190-403226	PCard Transaction Description: OFFICE SERVICES
09/10/2012	759089	U.S. Bank	112.26	2600-55190-403226	PCard Transaction Description: OFFICE SERVICES
09/10/2012	759089	U.S. Bank	16.27	2600-55190-403227	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	223.82	2600-55190-403227	PCard Transaction Description: BUSINESS EXPENS
09/10/2012	759089	U.S. Bank	66.20	2600-55190-403227	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	27.39	2600-55190-403227	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	112.93	2600-55190-403243	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	5.73	2600-55190-403255	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	5.98	2600-55190-403255	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	6.24	2600-55190-403255	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	13.37	2600-55190-403255	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	13.25	2600-55190-403333	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	16.35	2600-55190-403333	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	6.95	2600-55190-403333	PCard Transaction Description: OFFICE SUPPLIES

09/10/2012	759089	U.S. Bank	10.75	2600-55190-403333	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	14.75	2600-55190-403333	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	471.70	2600-55190-403380	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	25.00	2600-55190-403380	PCard Transaction Description: OFFICE SERVICES
09/10/2012	759089	U.S. Bank	299.12	2600-55190-403382	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	105.00	2600-55200-403350	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	107.50	2650-67720-402290	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	9.50	2650-67720-402290	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	25.67	2650-67720-402290	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	183.77	2650-67720-402290	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	381.00	2650-67720-402290	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	381.00	2650-67720-402290	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	119.56	2760-67500-407230	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	18.00	2810-65810-403110	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	18.05	2950-66980-407275	PCard Transaction Description: BUSINESS EXPENS
09/10/2012	759089	U.S. Bank	332.41	2980-65010-402190	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	14.47	2980-65010-403110	PCard Transaction Description: OFFICE SERVICES
09/10/2012	759089	U.S. Bank	35.17	2980-65010-403822	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	237.16	5020-73110-402190	PCard Transaction Description: MAIL/TELEPHONE
09/10/2012	759089	U.S. Bank	75.70	5020-73110-403630	PCard Transaction Description: WHOLESALE TRADE

09/10/2012	759089	U.S. Bank	13.49	5020-73140-402450	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	131.96	5020-74000-402360	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	70.43	5020-74000-402360	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	14.32	5020-74000-402360	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	16.99	5020-74000-402410	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	157.69	5020-74000-402450	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	8.00	5020-74000-402450	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	215.55	5020-74000-402450	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	61.59	5020-74000-402450	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	197.91	5020-74000-402450	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	59.40	5020-75000-402410	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	42.58	5020-75000-402410	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	14.49	5020-77000-402190	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	7.00	5020-77000-402190	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	26.01	5020-77000-402280	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	158.12	5120-83110-402190	PCard Transaction Description: MAIL/TELEPHONE
09/10/2012	759089	U.S. Bank	50.46	5120-83110-403630	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	4.49	5120-83140-402450	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	11.96	5120-84000-402190	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	444.81	5120-84000-402190	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	67.36	5120-84000-402190	PCard Transaction Description: WHOLES TRADE

09/10/2012	759089	U.S. Bank	310.69	5120-84000-402190	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	1,043.27	5120-84000-402360	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	68.38	5120-84000-402360	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	23.47	5120-84000-402360	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	16.99	5120-84000-402410	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	205.75	5120-84000-402450	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	70.00	5120-84000-403350	PCard Transaction Description: BUSINESS EXPENS
09/10/2012	759089	U.S. Bank	39.60	5120-85000-402410	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	28.38	5120-85000-402410	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	98.00	5120-87000-403820	PCard Transaction Description: BUSINESS EXPENS
09/10/2012	759089	U.S. Bank	3.97	5210-15210-402120	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	15.63	5210-15210-402190	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	3.00	5210-15210-408199	PCard Transaction Description: OFFICE SERVICES
09/10/2012	759089	U.S. Bank	40.00	5210-15220-402260	PCard Transaction Description: OFFICE SERVICES
09/10/2012	759089	U.S. Bank	6.75	5210-15230-402120	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	58.00	5210-15230-402120	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	280.00	5210-15230-402460	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	6.73	5210-15910-402190	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	41.92	5210-15910-402450	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	13.66	5210-15910-403650	PCard Transaction Description: WHOLESALE TRADE

09/10/2012	759089	U.S. Bank	7.26	5210-15910-403650	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	33.92	5210-15910-403650	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	70.49	5210-15910-403650	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	129.73	5210-15910-403660	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	4.99	5210-15920-402120	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	3.97	5210-15920-402120	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	22.41	5210-15920-402120	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	26.06	5210-15920-402190	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	8.96	5210-15920-402190	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	3.35	5210-15920-402190	PCard Transaction Description: OFFICE SERVICES
09/10/2012	759089	U.S. Bank	30.73	5210-15920-402190	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	219.60	5210-15920-402450	PCard Transaction Description: BUILDING SERVIC
09/10/2012	759089	U.S. Bank	144.00	5210-15920-402450	PCard Transaction Description: BUILDING SERVIC
09/10/2012	759089	U.S. Bank	11.85	5210-15920-402450	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	13.67	5210-15920-403650	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	7.27	5210-15920-403650	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	33.92	5210-15920-403650	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	70.52	5210-15920-403650	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	402.78	5210-15920-403660	PCard Transaction Description: OTHER

09/10/2012	759089	U.S. Bank	11.25	5210-15930-402120	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	10.42	5210-15930-402190	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	72.00	5210-15930-402450	PCard Transaction Description: BUILDING SERVIC
09/10/2012	759089	U.S. Bank	302.00	5210-15930-402450	PCard Transaction Description: BUILDING SERVIC
09/10/2012	759089	U.S. Bank	13.98	5210-15930-402450	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	9.99	5210-15930-402450	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	13.66	5210-15930-403650	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	7.26	5210-15930-403650	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	33.92	5210-15930-403650	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	70.49	5210-15930-403650	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	277.92	5210-15930-403660	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	948.00	5210-15940-402450	PCard Transaction Description: BUILDING SERVIC
09/10/2012	759089	U.S. Bank	13.66	5210-15940-403650	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	33.93	5210-15940-403650	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	273.89	5210-15940-403660	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	95.35	5210-15950-402450	PCard Transaction Description: BUILDING SERVIC
09/10/2012	759089	U.S. Bank	35.07	5210-15950-402450	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	-40.00	5210-15950-402450	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	392.91	5410-31210-402190	PCard Transaction Description: OFFICE SUPPLIES

09/10/2012	759089	U.S. Bank	102.30	5410-31210-402190	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	101.92	5410-31210-402190	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	37.86	5410-31210-402190	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	1,272.20	5410-31220-402260	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	1,037.10	5410-31220-402260	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	31.92	5410-31220-402290	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	0.86	5410-31220-402290	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	9.70	5410-31220-402290	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	8.99	5410-31220-402290	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	39.98	5410-31220-402290	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	45.36	5410-31220-402290	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	10.49	5410-31220-402290	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	13.39	5410-31220-402320	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	88.20	5410-31220-402410	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	28.96	5410-31220-402630	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	674.79	5410-31220-402920	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	108.00	5410-31220-408199	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	69.99	5410-31220-408199	PCard Transaction Description: MRO SUPPLIES
09/10/2012	759089	U.S. Bank	509.00	5410-31230-402260	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	438.80	5410-31230-402260	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	35.80	5410-31230-402290	PCard Transaction Description: WHOLESale TRADE

09/10/2012	759089	U.S. Bank	30.12	5410-31230-402290	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	88.45	5410-31230-402320	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	26.99	5410-31230-402630	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	29.00	5410-31230-403660	PCard Transaction Description: OFFICE SERVICES
09/10/2012	759089	U.S. Bank	29.00	5410-31230-403660	PCard Transaction Description: OFFICE SERVICES
09/10/2012	759089	U.S. Bank	774.74	5610-00000-141000	PCard Transaction Description: MRO SUPPLIES
09/10/2012	759089	U.S. Bank	884.07	5610-00000-141000	PCard Transaction Description: MRO SUPPLIES
09/10/2012	759089	U.S. Bank	39.04	5610-71100-402190	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	33.59	5610-71100-402190	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	22.99	5610-71100-402190	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	140.84	5610-71100-402190	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	75.00	5610-71100-403110	PCard Transaction Description: MRO SUPPLIES
09/10/2012	759089	U.S. Bank	414.59	5610-71100-403210	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	21.99	5610-71100-403210	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	21.77	5610-71100-403210	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	59.95	5610-71100-403390	PCard Transaction Description: BUSINESS EXPENS
09/10/2012	759089	U.S. Bank	19.76	5610-71100-408199	PCard Transaction Description: BUILDING SERVIC
09/10/2012	759089	U.S. Bank	483.00	5610-71120-402240	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	484.78	5610-71120-402240	PCard Transaction Description: WHOLESale TRADE

09/10/2012	759089	U.S. Bank	92.82	5610-71120-402240	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	1,507.25	5610-71120-402240	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	1,118.65	5610-71120-402240	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	52.95	5610-71120-402240	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	148.60	5610-71120-402240	PCard Transaction Description: BUILDING SERVIC
09/10/2012	759089	U.S. Bank	429.99	5610-71120-402410	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	757.50	5610-71120-402450	PCard Transaction Description: BUILDING SERVIC
09/10/2012	759089	U.S. Bank	476.06	5610-71120-402450	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	29.73	5610-71120-402450	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	30.00	5610-71120-402450	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	102.42	5610-71120-402450	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	112.91	5610-71120-402450	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	40.80	5610-71120-402450	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	93.60	5610-71120-402450	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	246.10	5610-71120-402450	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	17.97	5610-71120-402450	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	434.16	5610-71120-402450	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	3.29	5610-71120-402450	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	295.70	5610-71120-402450	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	8.28	5610-71120-402450	PCard Transaction Description: WHOLES TRADE

09/10/2012	759089	U.S. Bank	767.01	5610-71120-402450	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	1,199.59	5610-71120-402450	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	718.50	5610-71120-402450	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	1,059.43	5610-71120-402450	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	8.61	5610-71120-402450	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	1,180.00	5610-71120-402450	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	807.12	5610-71120-402450	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	200.00	5610-71120-403660	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	87.46	5610-71120-403660	PCard Transaction Description: BUSINESS EXPENS
09/10/2012	759089	U.S. Bank	47.50	5610-71120-403660	PCard Transaction Description: OFFICE SERVICES
09/10/2012	759089	U.S. Bank	297.11	5610-71130-402240	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	37.13	5610-71130-402260	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	96.27	5610-71130-402260	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	41.22	5610-71130-402320	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	4.44	5610-71130-402320	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	9.96	5610-71130-402320	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	86.50	5610-71130-402320	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	40.14	5610-71130-402320	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	515.16	5610-71130-402320	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	143.26	5610-71130-402320	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	141.60	5610-71130-402320	PCard Transaction Description: WHOLES TRADE

09/10/2012	759089	U.S. Bank	55.37	5610-71130-402320	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	334.70	5610-71130-402320	PCard Transaction Description: BUILDING SERVIC
09/10/2012	759089	U.S. Bank	223.02	5610-71130-402370	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	42.80	5610-71130-402370	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	112.22	5610-71130-402370	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	296.00	5610-71130-402390	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	41.16	5610-71130-402410	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	63.35	5610-71130-402450	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	6.10	5610-71130-402450	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	20.18	5610-71130-402450	PCard Transaction Description: OFFICE SERVICES
09/10/2012	759089	U.S. Bank	152.67	5610-71130-403650	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	11.40	5610-71130-403650	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	517.20	5610-71130-403650	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	36.80	5610-71130-403650	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	-73.25	5610-71130-403650	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	72.50	5610-71130-403650	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	100.13	5610-71130-403650	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	204.98	5610-71130-403650	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	184.14	5610-71130-403650	PCard Transaction Description: WHOLESale TRADE

09/10/2012	759089	U.S. Bank	656.70	5610-71130-403650	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	85.41	5610-71130-403650	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	8.90	5610-71130-403650	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	199.46	5610-71130-403650	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	170.00	5610-71130-403650	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	167.00	5610-71130-403650	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	358.63	5610-71130-403650	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	18.89	5610-71130-403650	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	24.97	5610-71130-403650	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	943.94	5610-71130-403650	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	2,078.47	5610-71130-403650	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	99.98	5610-71130-403653	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	40.00	5610-71130-403660	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	399.59	5610-71130-403660	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	37.95	5610-71130-403660	PCard Transaction Description: BUSINESS EXPENS
09/10/2012	759089	U.S. Bank	453.77	5610-71130-403660	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	349.81	5610-71130-405333	PCard Transaction Description: OFFICE SERVICES
09/10/2012	759089	U.S. Bank	250.00	5610-71130-405333	PCard Transaction Description: OFFICE SERVICES
09/10/2012	759089	U.S. Bank	221.04	5610-71140-402290	PCard Transaction Description: BUSINESS EXPENS

09/10/2012	759089	U.S. Bank	325.00	5610-71140-402290	PCard Transaction Description: BUSINESS EXPENS
09/10/2012	759089	U.S. Bank	311.00	5610-71140-403660	PCard Transaction Description: BUILDING SERVIC
09/10/2012	759089	U.S. Bank	495.00	5610-71140-403660	PCard Transaction Description: BUILDING SERVIC
09/10/2012	759089	U.S. Bank	85.00	5610-71140-403660	PCard Transaction Description: OFFICE SERVICES
09/10/2012	759089	U.S. Bank	138.48	5610-71150-402220	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	107.48	5610-71150-402260	PCard Transaction Description: MAIL/TELEPHONE
09/10/2012	759089	U.S. Bank	38.00	5610-71150-402260	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	112.99	5610-71150-402260	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	139.99	5610-71150-402260	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	370.43	5610-71150-402290	PCard Transaction Description: BUSINESS EXPENS
09/10/2012	759089	U.S. Bank	25.00	5610-71150-402290	PCard Transaction Description: BUSINESS EXPENS
09/10/2012	759089	U.S. Bank	1,396.77	5610-71150-402320	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	390.00	5610-71150-402390	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	91.96	5610-71150-402440	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	90.99	5610-71150-402440	PCard Transaction Description: BUSINESS EXPENS
09/10/2012	759089	U.S. Bank	182.00	5610-71150-403660	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	34.00	5610-71170-402450	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	36.75	5610-71170-402450	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	41.89	5610-71170-402450	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	24.99	5610-71170-402450	PCard Transaction Description: WHOLESALE TRADE

09/10/2012	759089	U.S. Bank	35.27	5610-71170-402450	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	216.21	5610-71170-402450	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	-139.00	5610-71170-402450	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	361.86	5610-71170-402450	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	203.53	5610-71170-402450	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	83.32	5610-71170-402450	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	116.03	5610-71170-402450	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	12.99	5610-71170-402450	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	111.75	5610-71190-402450	PCard Transaction Description: MRO SUPPLIES
09/10/2012	759089	U.S. Bank	75.50	5610-71190-402450	PCard Transaction Description: MRO SUPPLIES
09/10/2012	759089	U.S. Bank	11.99	5710-71410-402190	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	200.00	5710-71410-403822	PCard Transaction Description: OFFICE SERVICES
09/10/2012	759089	U.S. Bank	54.95	5710-71410-403920	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	70.85	5710-71430-402260	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	53.20	5710-71430-402450	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	5.39	5710-71430-402450	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	18.77	5710-71430-402450	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	37.64	5710-71430-402450	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	22.03	5710-71430-402450	PCard Transaction Description: VEHICLE EXPENSE

09/10/2012	759089	U.S. Bank	7.83	5710-71430-402450	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	38.91	5710-71430-402450	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	411.41	5710-71430-402450	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	66.60	5710-71430-403660	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	257.70	5710-71440-402260	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	178.73	5710-71440-402410	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	808.93	5710-71440-402410	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	81.46	5710-71440-402450	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	18.77	5710-71480-402450	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	40.94	5710-71480-402450	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	312.21	6010-15530-402260	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	168.00	6010-15530-402260	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	109.70	6010-15530-402260	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	390.01	6010-15530-402650	PCard Transaction Description: MAIL/TELEPHONE
09/10/2012	759089	U.S. Bank	327.00	6010-15530-403822	PCard Transaction Description: HOTELS
09/10/2012	759089	U.S. Bank	432.00	6010-15530-403990	PCard Transaction Description: BUSINESS EXPENS
09/10/2012	759089	U.S. Bank	435.00	6010-15530-403990	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	73.80	6050-15160-402160	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	101.70	6050-15160-402160	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	141.60	6050-15160-402160	PCard Transaction Description: WHOLES TRADE

09/10/2012	759089	U.S. Bank	286.25	6050-15160-402160	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	195.00	6050-15160-403690	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	19.20	6060-19310-402190	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	523.50	6060-19310-403450	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	99.98	6060-19310-403450	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	77.98	6200-19110-402290	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	40.19	6200-19110-403120	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	1,503.01	6200-19110-405370	PCard Transaction Description: MAIL/TELEPHONE
09/10/2012	759089	U.S. Bank	1,151.40	6200-19110-405370	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	1,151.40	6200-19110-405370	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	474.00	6270-17520-403516	PCard Transaction Description: OFFICE SERVICES
09/10/2012	759089	U.S. Bank	727.00	6270-17520-403516	PCard Transaction Description: BUSINESS EXPENS
09/10/2012	759089	U.S. Bank	3.24	6500-15650-402190	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	127.70	6500-15650-402190	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	10.50	6500-15650-402310	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	-30.00	6500-15650-403450	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	97.00	6500-15650-403450	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	65.00	6500-15650-403450	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	97.00	6500-15650-403450	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	32.97	6500-15660-402210	PCard Transaction Description: WHOLES TRADE

09/10/2012	759089	U.S. Bank	123.24	6500-15660-402210	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	66.26	6500-15660-402240	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	97.59	6500-15660-402240	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	11.31	6500-15660-402240	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	223.48	6500-15660-402240	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	197.45	6500-15660-402240	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	272.29	6500-15660-402240	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	81.04	6500-15660-402240	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	1,569.69	6500-15660-402240	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	50.03	6500-15660-402240	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	190.16	6500-15660-402350	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	178.12	6500-15660-402450	PCard Transaction Description: BUILDING SERVIC
09/10/2012	759089	U.S. Bank	221.37	6500-15660-402450	PCard Transaction Description: BUILDING SERVIC
09/10/2012	759089	U.S. Bank	85.00	6500-15660-402450	PCard Transaction Description: BUILDING SERVIC
09/10/2012	759089	U.S. Bank	168.00	6500-15660-402450	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	100.00	6500-15660-402450	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	63.00	6500-15660-402450	PCard Transaction Description: OFFICE SERVICES
09/10/2012	759089	U.S. Bank	21.99	6500-15660-402450	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	1.77	6500-15660-402450	PCard Transaction Description: WHOLES TRADE

09/10/2012	759089	U.S. Bank	184.88	6500-15660-402450	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	-15.90	6500-15660-402450	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	-89.97	6500-15660-402450	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	10.96	6500-15660-402450	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	59.98	6500-15660-402450	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	440.75	6500-15660-403660	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	450.00	6500-15660-403660	PCard Transaction Description: BUILDING SERVIC
09/10/2012	759089	U.S. Bank	126.57	6500-15660-403660	PCard Transaction Description: BUILDING SERVIC
09/10/2012	759089	U.S. Bank	145.55	6500-15660-403660	PCard Transaction Description: BUILDING SERVIC
09/10/2012	759089	U.S. Bank	37.50	6500-15660-403990	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	304.98	6500-15670-402240	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	80.08	6500-15670-402240	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	51.88	6500-15670-402240	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	418.07	6500-15670-403690	PCard Transaction Description: BUILDING SERVIC
09/10/2012	759089	U.S. Bank	347.00	6500-15670-403690	PCard Transaction Description: BUILDING SERVIC
09/10/2012	759089	U.S. Bank	605.20	6500-15670-403690	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	25.69	6500-15670-403690	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	26.35	6500-15670-403690	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	44.00	6500-15670-403690	PCard Transaction Description: OFFICE SERVICES

09/10/2012	759089	U.S. Bank	265.00	6500-15670-403690	PCard Transaction Description: OFFICE SERVICES
09/10/2012	759089	U.S. Bank	400.00	6500-15670-403690	PCard Transaction Description: BUILDING SERVIC
09/10/2012	759089	U.S. Bank	572.15	6500-15670-403690	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	86.00	6500-15670-403690	PCard Transaction Description: BUILDING SERVIC
09/10/2012	759089	U.S. Bank	-43.97	6600-31100-402190	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	65.61	6600-31100-402190	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	27.17	6600-31100-402190	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	54.31	6600-31100-402190	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	88.98	6600-31100-402190	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	17.60	6600-31100-403660	PCard Transaction Description: OFFICE SERVICES
09/10/2012	759089	U.S. Bank	35.69	6600-31100-403824	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	35.14	6600-31100-403824	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	814.80	6700-31410-402190	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	5.99	6700-31410-402190	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	52.10	6700-31410-402190	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	39.42	6700-31410-403110	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	-320.00	6700-31410-403350	PCard Transaction Description: BUSINESS EXPENS
09/10/2012	759089	U.S. Bank	380.00	6700-31410-403350	PCard Transaction Description: BUSINESS EXPENS
09/10/2012	759089	U.S. Bank	26.40	6700-31410-403660	PCard Transaction Description: OFFICE SERVICES
09/10/2012	759089	U.S. Bank	323.00	7090-21910-396620	PCard Transaction Description: OFFICE SERVICES
09/10/2012	759089	U.S. Bank	-123.17	7090-21910-403822	PCard Transaction Description: HOTELS

09/10/2012	759089	U.S. Bank	175.00	7180-21600-402290	PCard Transaction Description: OFFICE SERVICES
09/10/2012	759089	U.S. Bank	376.90	7180-21600-403870	PCard Transaction Description: AIRLINE
09/10/2012	759089	U.S. Bank	376.90	7180-21600-403870	PCard Transaction Description: AIRLINE
09/10/2012	759089	U.S. Bank	36.00	7180-21600-403870	PCard Transaction Description: OFFICE SERVICES
09/10/2012	759089	U.S. Bank	-1,065.77	7180-21600-403870	PCard Transaction Description: OTHER TRAVEL
09/10/2012	759089	U.S. Bank	1,065.77	7180-21600-403870	PCard Transaction Description: OTHER TRAVEL
09/10/2012	759089	U.S. Bank	409.98	7180-21600-403870	PCard Transaction Description: OTHER TRAVEL
09/10/2012	759089	U.S. Bank	226.95	7690-51820-407248	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	11.64	8400-31840-402290	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	42.99	8400-31840-402290	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	15.75	8400-31840-402290	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	123.48	8720-51980-402390	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	195.30	8720-51980-402390	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	97.19	8720-51980-402390	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	5.97	8720-51980-402390	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	114.28	8720-51980-402390	PCard Transaction Description: MRO SUPPLIES
09/10/2012	759089	U.S. Bank	16.76	8720-51980-402390	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	167.56	8720-51980-403410	PCard Transaction Description: BUSINESS EXPENS
09/10/2012	759089	U.S. Bank	209.10	8720-51980-403410	PCard Transaction Description: BUSINESS EXPENS
09/10/2012	759089	U.S. Bank	85.84	8720-51980-403410	PCard Transaction Description: BUSINESS EXPENS

09/10/2012	759089	U.S. Bank	532.69	8720-51980-403650	PCard Transaction Description: WHOLESAL TRADE
09/10/2012	759089	U.S. Bank	49.80	8720-51980-403650	PCard Transaction Description: WHOLESAL TRADE
09/10/2012	759089	U.S. Bank	102.78	8720-51980-403650	PCard Transaction Description: WHOLESAL TRADE
09/10/2012	759089	U.S. Bank	399.53	8720-51980-403650	PCard Transaction Description: WHOLESAL TRADE
09/10/2012	759089	U.S. Bank	49.81	8720-51980-403650	PCard Transaction Description: WHOLESAL TRADE
09/10/2012	759089	U.S. Bank	164.18	2470-12670-402190	PCard Transaction Description: EATING/DRINKING
09/10/2012	759089	U.S. Bank	164.18	2470-12670-402190	PCard Transaction Description: EATING/DRINKING
09/10/2012	759089	U.S. Bank	-164.20	2470-12670-402190	PCard Transaction Description: EATING/DRINKING
09/10/2012	759089	U.S. Bank	-164.20	2470-12670-402190	PCard Transaction Description: EATING/DRINKING
09/10/2012	759089	U.S. Bank	260.00	2400-43010-407214	PCard Transaction Description: OFFICE SERVICES
09/10/2012	759089	U.S. Bank	266.62	2400-43010-407214	PCard Transaction Description: WHOLESAL TRADE
09/10/2012	759089	U.S. Bank	68.00	2400-43010-403824	PCard Transaction Description: EATING/DRINKING
09/10/2012	759089	U.S. Bank	440.00	2400-43010-403722	PCard Transaction Description: BUSINESS EXPENS
09/10/2012	759089	U.S. Bank	95.94	2400-43010-403720	PCard Transaction Description: HOTELS
09/10/2012	759089	U.S. Bank	66.85	2400-43010-403210	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	49.99	2400-43010-402925	PCard Transaction Description: MRO SUPPLIES
09/10/2012	759089	U.S. Bank	96.79	2400-43010-402190	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	112.74	2400-43010-402190	PCard Transaction Description: WHOLESAL TRADE
09/10/2012	759089	U.S. Bank	217.51	2400-43010-402190	PCard Transaction Description: WHOLESAL TRADE

09/10/2012	759089	U.S. Bank	83.93	2400-43010-402190	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	44.99	2400-43010-402190	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	7.00	0100-11000-402190	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	454.65	0100-12120-403390	PCard Transaction Description: BUSINESS EXPENS
09/10/2012	759089	U.S. Bank	715.52	0100-12120-403824	PCard Transaction Description: HOTELS
09/10/2012	759089	U.S. Bank	24.99	0100-12200-402190	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	33.60	0100-12200-402190	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	1,962.62	0100-12200-402190	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	344.19	0100-12200-402190	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	567.92	0100-12200-403210	PCard Transaction Description: OFFICE SERVICES
09/10/2012	759089	U.S. Bank	30.12	0100-12200-403210	PCard Transaction Description: OFFICE SERVICES
09/10/2012	759089	U.S. Bank	1,424.17	0100-12200-403210	PCard Transaction Description: OFFICE SERVICES
09/10/2012	759089	U.S. Bank	1,663.31	0100-12200-403210	PCard Transaction Description: OFFICE SERVICES
09/10/2012	759089	U.S. Bank	1,663.31	0100-12200-403210	PCard Transaction Description: OFFICE SERVICES
09/10/2012	759089	U.S. Bank	96.94	0100-12200-403240	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	106.29	0100-12530-403575	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	6.66	0100-12530-403575	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	7.58	0100-12530-403575	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	14.95	0100-12530-403575	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	24.03	0100-12530-403575	PCard Transaction Description: WHOLES TRADE

09/10/2012	759089	U.S. Bank	15.56	0100-12530-403575	PCard Transaction Description: WHOLESAL TRADE
09/10/2012	759089	U.S. Bank	3.49	0100-12530-403575	PCard Transaction Description: WHOLESAL TRADE
09/10/2012	759089	U.S. Bank	18.75	0100-12530-403575	PCard Transaction Description: EATING/DRINKING
09/10/2012	759089	U.S. Bank	30.95	0100-13130-402110	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	34.74	0100-13130-402110	PCard Transaction Description: WHOLESAL TRADE
09/10/2012	759089	U.S. Bank	140.00	0100-13130-403350	PCard Transaction Description: BUSINESS EXPENS
09/10/2012	759089	U.S. Bank	27.50	0100-13130-403360	PCard Transaction Description: EATING/DRINKING
09/10/2012	759089	U.S. Bank	172.25	0100-14110-403325	PCard Transaction Description: OFFICE SERVICES
09/10/2012	759089	U.S. Bank	50.00	0100-15120-402120	PCard Transaction Description: WHOLESAL TRADE
09/10/2012	759089	U.S. Bank	28.12	0100-15120-402190	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	18.15	0100-15120-402190	PCard Transaction Description: WHOLESAL TRADE
09/10/2012	759089	U.S. Bank	22.19	0100-15120-402190	PCard Transaction Description: WHOLESAL TRADE
09/10/2012	759089	U.S. Bank	150.47	0100-15120-402190	PCard Transaction Description: WHOLESAL TRADE
09/10/2012	759089	U.S. Bank	64.06	0100-15120-403210	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	42.90	0100-16110-402190	PCard Transaction Description: MAIL/TELEPHONE
09/10/2012	759089	U.S. Bank	311.96	0100-16110-402190	PCard Transaction Description: WHOLESAL TRADE
09/10/2012	759089	U.S. Bank	30.66	0100-16110-402190	PCard Transaction Description: WHOLESAL TRADE
09/10/2012	759089	U.S. Bank	256.65	0100-16110-402190	PCard Transaction Description: WHOLESAL TRADE
09/10/2012	759089	U.S. Bank	923.04	0100-16110-403220	PCard Transaction Description: BUSINESS EXPENS

09/10/2012	759089	U.S. Bank	22.30	0100-16110-403240	PCard Transaction Description: MEDICAL
09/10/2012	759089	U.S. Bank	250.00	0100-16110-403821	PCard Transaction Description: BUSINESS EXPENS
09/10/2012	759089	U.S. Bank	2.99	0100-17500-402110	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	60.00	0100-43210-402320	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	-6.05	0100-51100-402190	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	21.93	0100-51100-402190	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	12.43	0100-51100-402190	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	60.00	0100-51100-402190	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	17.21	0100-51120-402190	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	307.47	0100-51120-402190	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	59.97	0100-51120-402260	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	74.95	0100-51120-402260	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	35.98	0100-51120-402260	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	42.00	0100-51120-402260	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	165.90	0100-51120-402260	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	75.48	0100-51120-402260	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	7.15	0100-51120-402290	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	32.55	0100-51120-402290	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	15.90	0100-51120-402290	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	43.50	0100-51120-402290	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	10.00	0100-51120-402290	PCard Transaction Description: WHOLESale TRADE

09/10/2012	759089	U.S. Bank	14.62	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	160.00	0100-51120-402290	PCard Transaction Description: MRO SUPPLIES
09/10/2012	759089	U.S. Bank	215.25	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	346.85	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	80.65	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	290.62	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	70.00	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	560.79	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	111.25	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	228.20	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	18.20	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	473.91	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	193.80	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	14.40	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	83.95	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	42.76	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	228.20	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	125.00	0100-51120-402290	PCard Transaction Description: WHOLES TRADE

09/10/2012	759089	U.S. Bank	16.80	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	1,420.40	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	878.86	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	6.19	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	29.20	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	27.73	0100-51120-402290	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	26.43	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	43.98	0100-51120-402290	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	99.07	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	160.80	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	69.98	0100-51120-402290	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	23.93	0100-51120-402290	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	69.00	0100-51120-402290	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	36.00	0100-51120-402290	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	91.00	0100-51120-402290	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	102.90	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	6.00	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	157.99	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	22.93	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	19.99	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE

09/10/2012	759089	U.S. Bank	7.98	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	11.99	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	18.95	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	40.43	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	69.38	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	46.77	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	15.27	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	8.10	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	21.98	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	37.96	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	8.20	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	237.69	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	32.03	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	19.94	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	23.52	0100-51120-402290	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	32.40	0100-51120-402290	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	17.96	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	6.04	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	0.46	0100-51120-402290	PCard Transaction Description: WHOLES TRADE

09/10/2012	759089	U.S. Bank	20.00	0100-51120-402290	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	9.99	0100-51120-402290	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	98.97	0100-51120-402290	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	341.34	0100-51120-402290	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	182.36	0100-51120-402290	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	75.30	0100-51120-402290	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	9.85	0100-51120-402290	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	83.94	0100-51120-402290	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	82.85	0100-51120-402290	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	29.80	0100-51120-402290	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	27.98	0100-51120-402290	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	178.72	0100-51120-402290	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	329.00	0100-51120-402290	PCard Transaction Description: BUSINESS EXPENS
09/10/2012	759089	U.S. Bank	110.91	0100-51120-402290	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	16.32	0100-51120-402320	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	296.00	0100-51120-402320	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	11.16	0100-51120-402320	PCard Transaction Description: AUTO/RV DEALERS
09/10/2012	759089	U.S. Bank	243.72	0100-51120-402330	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	15.00	0100-51120-402330	PCard Transaction Description: WHOLESale TRADE

09/10/2012	759089	U.S. Bank	9.93	0100-51120-402330	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	70.77	0100-51120-402330	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	45.87	0100-51120-402330	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	29.48	0100-51120-402330	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	101.12	0100-51120-402330	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	34.84	0100-51120-402330	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	608.81	0100-51120-402330	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	-192.48	0100-51120-402330	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	90.97	0100-51120-402330	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	7.95	0100-51120-402330	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	47.48	0100-51120-402330	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	66.36	0100-51120-402330	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	159.82	0100-51120-402330	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	3.99	0100-51120-402330	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	22.22	0100-51120-402330	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	51.99	0100-51120-402330	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	1,585.93	0100-51120-402330	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	117.27	0100-51120-402330	PCard Transaction Description: VEHICLE EXPENSE

09/10/2012	759089	U.S. Bank	159.42	0100-51120-402330	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	6.90	0100-51120-402330	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	28.02	0100-51120-402330	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	216.22	0100-51120-402330	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	412.00	0100-51120-402390	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	25.95	0100-51120-402390	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	184.00	0100-51120-402390	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	15.00	0100-51120-402390	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	15.00	0100-51120-402390	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	53.74	0100-51120-402390	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	47.68	0100-51120-402390	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	53.74	0100-51120-402390	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	39.28	0100-51120-402390	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	117.00	0100-51120-402410	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	5.29	0100-51120-402410	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	8.24	0100-51120-402410	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	44.96	0100-51120-402410	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	7.94	0100-51120-403110	PCard Transaction Description: OFFICE SUPPLIES

09/10/2012	759089	U.S. Bank	16.02	0100-51120-403240	PCard Transaction Description: OFFICE SERVICES
09/10/2012	759089	U.S. Bank	35.91	0100-51120-403240	PCard Transaction Description: OFFICE SERVICES
09/10/2012	759089	U.S. Bank	23.25	0100-51120-403290	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	228.20	0100-51120-403650	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	456.40	0100-51120-403650	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	690.00	0100-51120-403650	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	48.37	0100-51120-403650	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	30.87	0100-51120-403650	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	60.37	0100-51120-403650	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	109.50	0100-51120-403650	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	1,276.60	0100-51120-403650	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	398.80	0100-51120-403650	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	690.00	0100-51120-403650	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	164.40	0100-51120-403650	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	79.98	0100-51120-403650	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	79.98	0100-51120-403650	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	196.99	0100-51120-403650	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	914.61	0100-51120-403690	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	75.00	0100-51120-403690	PCard Transaction Description: OFFICE SERVICES

09/10/2012	759089	U.S. Bank	17.00	0100-51120-403690	PCard Transaction Description: OFFICE SERVICES
09/10/2012	759089	U.S. Bank	14.34	0100-51120-403690	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	154.60	0100-51120-408199	PCard Transaction Description: BUSINESS EXPENS
09/10/2012	759089	U.S. Bank	91.96	0100-51140-402290	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	50.70	0100-51140-402290	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	88.94	0100-51140-402410	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	82.93	0100-51140-403350	PCard Transaction Description: BUSINESS EXPENS
09/10/2012	759089	U.S. Bank	85.00	0100-51140-403350	PCard Transaction Description: BUSINESS EXPENS
09/10/2012	759089	U.S. Bank	40.00	0100-51140-403350	PCard Transaction Description: BUSINESS EXPENS
09/10/2012	759089	U.S. Bank	17.21	0100-51210-402190	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	93.08	0100-51210-402190	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	351.00	0100-51210-402190	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	805.66	0100-51210-403665	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	16.72	0100-51210-403665	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	205.00	0100-51210-403824	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	205.00	0100-51210-403824	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	28.03	0100-51220-402450	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	621.71	0100-51230-402250	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	62.99	0100-51240-402250	PCard Transaction Description: MAIL/TELEPHONE
09/10/2012	759089	U.S. Bank	325.60	0100-51260-402230	PCard Transaction Description: OTHER

09/10/2012	759089	U.S. Bank	223.80	0100-51260-402230	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	62.00	0100-51260-402230	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	3.49	0100-51260-402230	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	70.00	0100-51260-402230	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	39.00	0100-51260-402230	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	66.50	0100-51260-402290	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	78.70	0100-51260-402290	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	21.48	0100-51260-402290	PCard Transaction Description: BUILDING SERVIC
09/10/2012	759089	U.S. Bank	26.44	0100-51260-402290	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	44.37	0100-51260-402290	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	8.98	0100-51260-402290	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	67.12	0100-51260-402290	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	95.04	0100-51260-402290	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	85.55	0100-51270-402190	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	5.06	0100-51270-402190	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	40.61	0100-51270-402450	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	196.32	0100-51270-402450	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	152.65	0100-51270-402450	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	240.00	0100-51270-402450	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	233.00	0100-51270-402450	PCard Transaction Description: BUILDING SERVIC

09/10/2012	759089	U.S. Bank	85.75	0100-51270-402450	PCard Transaction Description: BUILDING SERVIC
09/10/2012	759089	U.S. Bank	94.44	0100-51270-402450	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	4.49	0100-51270-402450	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	8.97	0100-51270-402450	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	85.01	0100-51290-402290	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	110.80	0100-51290-402290	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	11.98	0100-51290-402290	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	127.00	0100-51410-402450	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	288.00	0100-51410-403490	PCard Transaction Description: OFFICE SERVICES
09/10/2012	759089	U.S. Bank	59.98	0100-51420-402260	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	120.89	0100-51420-402290	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	101.20	0100-51420-402290	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	92.25	0100-51420-402290	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	46.95	0100-51420-402290	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	8.78	0100-51420-402310	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	16.37	0100-51420-402320	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	59.69	0100-51420-402330	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	11.33	0100-51420-402330	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	128.76	0100-51420-402330	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	15.00	0100-51420-402390	PCard Transaction Description: VEHICLE EXPENSE

09/10/2012	759089	U.S. Bank	26.00	1500-21110-401170	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	78.00	1500-21110-401170	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	24.00	1500-21110-401170	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	87.24	1500-21110-403110	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	95.00	1500-21110-403170	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	95.00	1500-21110-403170	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	95.00	1500-21110-403170	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	145.00	1500-21110-403330	PCard Transaction Description: BUSINESS EXPENS
09/10/2012	759089	U.S. Bank	87.00	1500-21110-403574	PCard Transaction Description: OFFICE SERVICES
09/10/2012	759089	U.S. Bank	7.00	1500-21110-403740	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	33.98	1500-21110-403740	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	55.00	1500-21120-402120	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	15.00	1500-21120-402120	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	45.00	1500-21120-402120	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	16.50	1500-21120-402120	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	17.50	1500-21120-402120	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	206.92	1500-21120-402260	PCard Transaction Description: MAIL/TELEPHONE
09/10/2012	759089	U.S. Bank	234.41	1500-21120-402260	PCard Transaction Description: MAIL/TELEPHONE
09/10/2012	759089	U.S. Bank	26.17	1500-21120-402260	PCard Transaction Description: MAIL/TELEPHONE
09/10/2012	759089	U.S. Bank	554.54	1500-21120-402260	PCard Transaction Description: MAIL/TELEPHONE
09/10/2012	759089	U.S. Bank	547.00	1500-21120-402260	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	234.65	1500-21120-402261	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	89.90	1500-21120-402261	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	643.18	1500-21120-402261	PCard Transaction Description: MAIL/TELEPHONE

09/10/2012	759089	U.S. Bank	317.46	1500-21120-402261	PCard Transaction Description: MAIL/TELEPHONE
09/10/2012	759089	U.S. Bank	158.92	1500-21120-402261	PCard Transaction Description: MAIL/TELEPHONE
09/10/2012	759089	U.S. Bank	46.74	1500-21120-402261	PCard Transaction Description: MAIL/TELEPHONE
09/10/2012	759089	U.S. Bank	169.47	1500-21120-402261	PCard Transaction Description: MAIL/TELEPHONE
09/10/2012	759089	U.S. Bank	169.49	1500-21120-402261	PCard Transaction Description: MAIL/TELEPHONE
09/10/2012	759089	U.S. Bank	142.80	1500-21120-402261	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	74.96	1500-21120-402290	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	151.20	1500-21120-402290	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	45.14	1500-21120-402290	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	751.47	1500-21120-402320	PCard Transaction Description: AUTO/RV DEALERS
09/10/2012	759089	U.S. Bank	104.48	1500-21120-402442	PCard Transaction Description: MAIL/TELEPHONE
09/10/2012	759089	U.S. Bank	59.95	1500-21120-402442	PCard Transaction Description: AUTO/RV DEALERS
09/10/2012	759089	U.S. Bank	59.95	1500-21120-402442	PCard Transaction Description: AUTO/RV DEALERS
09/10/2012	759089	U.S. Bank	21.50	1500-21120-402450	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	103.85	1500-21120-402450	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	28.70	1500-21120-402450	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	600.10	1500-21120-403590	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	147.34	1500-21150-402120	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	101.34	1500-21150-402285	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	12.58	1500-21150-402285	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	20.00	1500-21150-402975	PCard Transaction Description: WHOLESALE TRADE

09/10/2012	759089	U.S. Bank	385.56	1500-21150-402975	PCard Transaction Description: HOTELS
09/10/2012	759089	U.S. Bank	329.56	1500-21150-402975	PCard Transaction Description: HOTELS
09/10/2012	759089	U.S. Bank	329.56	1500-21150-402975	PCard Transaction Description: HOTELS
09/10/2012	759089	U.S. Bank	329.56	1500-21150-402975	PCard Transaction Description: HOTELS
09/10/2012	759089	U.S. Bank	101.15	1500-21150-403822	PCard Transaction Description: EATING/DRINKING
09/10/2012	759089	U.S. Bank	101.14	1500-21150-403870	PCard Transaction Description: EATING/DRINKING
09/10/2012	759089	U.S. Bank	356.10	1500-21200-402120	PCard Transaction Description: HOTELS
09/10/2012	759089	U.S. Bank	356.10	1500-21200-402120	PCard Transaction Description: HOTELS
09/10/2012	759089	U.S. Bank	356.10	1500-21200-402120	PCard Transaction Description: HOTELS
09/10/2012	759089	U.S. Bank	23.76	1500-21200-402120	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	21.01	1500-21200-402120	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	105.50	1500-21200-402120	PCard Transaction Description: EATING/DRINKING
09/10/2012	759089	U.S. Bank	17.51	1500-21200-402120	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	33.00	1500-21200-402120	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	1,002.00	1500-21200-402260	PCard Transaction Description: OFFICE SERVICES
09/10/2012	759089	U.S. Bank	45.72	1500-21200-402290	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	1,619.69	1500-21200-402610	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	73.00	1500-21200-402610	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	148.00	1500-21200-402631	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	166.76	1500-21200-402631	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	561.35	1500-21200-403822	PCard Transaction Description: HOTELS
09/10/2012	759089	U.S. Bank	137.21	1500-21200-403822	PCard Transaction Description: HOTELS
09/10/2012	759089	U.S. Bank	228.50	1500-21200-407910	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	19.96	1500-21400-402270	PCard Transaction Description: OTHER

09/10/2012	759089	U.S. Bank	21.14	1500-21400-402280	PCard Transaction Description: BUSINESS EXPENS
09/10/2012	759089	U.S. Bank	490.80	1500-21400-403822	PCard Transaction Description: AIRLINE
09/10/2012	759089	U.S. Bank	314.37	1500-21400-403822	PCard Transaction Description: HOTELS
09/10/2012	759089	U.S. Bank	677.16	1500-21400-403822	PCard Transaction Description: HOTELS
09/10/2012	759089	U.S. Bank	250.17	1500-21400-403822	PCard Transaction Description: HOTELS
09/10/2012	759089	U.S. Bank	89.81	1500-21400-403822	PCard Transaction Description: HOTELS
09/10/2012	759089	U.S. Bank	28.22	1500-21400-403822	PCard Transaction Description: OFFICE SERVICES
09/10/2012	759089	U.S. Bank	32.00	1500-21400-403822	PCard Transaction Description: EATING/DRINKING
09/10/2012	759089	U.S. Bank	795.00	1500-21400-403822	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	175.00	1500-21400-403822	PCard Transaction Description: BUSINESS EXPENS
09/10/2012	759089	U.S. Bank	197.62	1500-21400-403822	PCard Transaction Description: RENTAL CARS
09/10/2012	759089	U.S. Bank	89.81	1500-21400-403822	PCard Transaction Description: HOTELS
09/10/2012	759089	U.S. Bank	700.00	1500-21400-403822	PCard Transaction Description: BUSINESS EXPENS
09/10/2012	759089	U.S. Bank	384.20	1500-21400-403822	PCard Transaction Description: HOTELS
09/10/2012	759089	U.S. Bank	384.20	1500-21400-403822	PCard Transaction Description: HOTELS
09/10/2012	759089	U.S. Bank	384.20	1500-21400-403822	PCard Transaction Description: HOTELS
09/10/2012	759089	U.S. Bank	384.20	1500-21400-403822	PCard Transaction Description: HOTELS
09/10/2012	759089	U.S. Bank	44.03	1500-21500-402120	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	65.32	1500-21500-402120	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	495.63	1500-21500-402120	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	160.00	1500-21500-402120	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	50.44	1500-21500-402190	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	24.99	1500-21500-402190	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	-32.28	1500-21500-402190	PCard Transaction Description: WHOLESALE TRADE

09/10/2012	759089	U.S. Bank	200.01	1500-21500-402190	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	258.55	1500-21500-402190	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	61.98	1500-21500-402271	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	87.35	1500-21500-403210	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	1,326.91	1500-21500-405333	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	388.97	1500-21500-405333	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	1,681.92	1500-21500-405333	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	68.27	1500-21500-405333	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	174.71	1500-21500-405333	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	-75.00	1500-21580-403870	PCard Transaction Description: BUSINESS EXPENS
09/10/2012	759089	U.S. Bank	730.60	1500-21580-403870	PCard Transaction Description: HOTELS
09/10/2012	759089	U.S. Bank	32.99	1500-21700-402190	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	43.35	1500-21700-402190	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	11.56	1500-21700-402190	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	64.29	1500-21700-402190	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	44.34	1500-21710-402230	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	-21.49	1500-21710-402450	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	-5.00	1500-21710-402450	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	23.99	1500-21710-402450	PCard Transaction Description: VEHICLE EXPENSE

09/10/2012	759089	U.S. Bank	5.00	1500-21710-402450	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	29.16	1500-21710-402450	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	152.46	1500-22210-403240	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	63.76	1500-22210-403920	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	57.55	1500-22230-402280	PCard Transaction Description: BUSINESS EXPENS
09/10/2012	759089	U.S. Bank	57.37	1500-22240-402450	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	144.00	1500-22240-402450	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	89.15	1500-22250-402120	PCard Transaction Description: EATING/DRINKING
09/10/2012	759089	U.S. Bank	361.21	1500-22260-402360	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	3.60	1500-22260-402360	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	14.99	1500-22260-402360	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	9.90	1500-22260-402360	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	6.30	1500-22260-402450	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	49.68	2090-44510-402190	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	18.94	2090-44510-402190	PCard Transaction Description: WHOLESALE TRADE
09/10/2012	759089	U.S. Bank	50.03	2090-44510-403590	PCard Transaction Description: BUSINESS EXPENS
09/10/2012	759089	U.S. Bank	-70.00	2090-44510-403822	PCard Transaction Description: BUSINESS EXPENS
09/10/2012	759089	U.S. Bank	905.20	2110-31320-402260	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	16.99	2110-31320-402290	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	29.61	2110-31320-402290	PCard Transaction Description: WHOLESALE TRADE

09/10/2012	759089	U.S. Bank	44.94	2110-31320-402290	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	600.00	2110-31320-402290	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	907.82	2110-31320-402320	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	63.32	2110-31320-402320	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	351.54	2110-31320-402320	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	27.40	2110-31320-402320	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	42.98	2110-31320-402320	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	868.05	2110-31320-402320	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	592.30	2110-31320-402320	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	106.86	2110-31320-402340	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	32.97	2110-31320-402340	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	38.91	2110-31320-402380	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	77.53	2110-31320-402380	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	128.66	2110-31320-402380	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	497.32	2110-31320-402380	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	28.68	2110-31320-402420	PCard Transaction Description: VEHICLE EXPENSE
09/10/2012	759089	U.S. Bank	73.84	2110-31320-402430	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	22.32	2110-31320-402430	PCard Transaction Description: WHOLES TRADE
09/10/2012	759089	U.S. Bank	25.14	2110-31320-402430	PCard Transaction Description: OTHER

09/10/2012	759089	U.S. Bank	17.90	2110-31320-402430	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	375.00	2110-31320-402430	PCard Transaction Description: OFFICE SUPPLIES
09/10/2012	759089	U.S. Bank	197.40	2110-31320-402630	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	449.00	2110-31320-402920	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	519.99	2110-31320-402920	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	66.95	2110-31320-402920	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	-449.00	2110-31320-402920	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	26.97	2110-31320-403410	PCard Transaction Description: BUSINESS EXPENS
09/10/2012	759089	U.S. Bank	29.56	2110-31320-403650	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	25.98	2110-31320-403650	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	57.97	2110-31320-403650	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	49.99	2110-31320-403650	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	5.96	2110-31320-403650	PCard Transaction Description: WHOLESale TRADE
09/10/2012	759089	U.S. Bank	29.98	2200-22330-402410	PCard Transaction Description: OTHER
09/10/2012	759089	U.S. Bank	45.00	2400-43010-402190	PCard Transaction Description: OTHER
09/10/2012	759093	Wastequip/May Manufacturing	8,424.00	5410-31220-404270	8-8 yard frontload dumpsters

**Regular City Council Meeting**

**Meeting Date:** 10/09/2012

**TITLE:** Payment of Claims September 17, 2012.

**PRESENTED BY:** Pat M. Weber, Finance Director

**Department:** City Hall Administration

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**Information**

**PROBLEM/ISSUE STATEMENT**

Claims in the amount of \$1,543,048.75 have been audited and are presented for your approval for payment. A complete listing of the claims dated September 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 the Payment of Claims.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

List of claims greater than \$2,500.

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AP Report > \$2,500 for 09/17/2012

Check Date	Check	Name	Amount	Account	Item Desc
09/17/2012	759103	Ace Electric Inc	852,546.07	4160-74930-409340	WO0928 WTP Backup Power Phase II; CO#1 04/17/12; CO#2 06/13/12
09/17/2012	759104	Adb Alnaco	25,942.53	5620-71200-409490	Invoice #9110880/9109461. 3 Airfield Lighting Control System (ALCS) Computers
09/17/2012	759107	American Concrete INC	5,791.50	5020-75000-403680	315 30th St West
09/17/2012	759116	Billings Gazette	565.71	0100-14110-403110	Online Banner
09/17/2012	759116	Billings Gazette	767.72	5710-71460-403370	Met Transit
09/17/2012	759116	Billings Gazette	1,384.66	5610-71100-403210	Airport
09/17/2012	759116	Billings Gazette	359.43	0100-17500-403370	HR
09/17/2012	759116	Billings Gazette	730.04	5020-72110-403310	Water
09/17/2012	759116	Billings Gazette	486.69	5120-82110-403310	Waste Water
09/17/2012	759116	Billings Gazette	636.00	2600-55110-403360	Library
09/17/2012	759116	Billings Gazette	176.70	0100-15120-403210	Finance
09/17/2012	759120	Black Box Network Services	13,881.66	6200-19110-405370	Annual Nortel Router and Switch Maintenance
09/17/2012	759122	Business Tax Section	58.50	5020-75000-403680	315 30th St West
09/17/2012	759122	Business Tax Section	55.00	5130-85910-409340	Curb & gutter work - Beverly Hills
09/17/2012	759122	Business Tax Section	841.39	4070-71280-409290	Invoice #3. Renovation of Screening Lobby for Billings Logan Internatinal Airport.
09/17/2012	759122	Business Tax Section	318.79	5030-00000-201100	Retainage Correction for I13-003113. RetRel was taken from Expense account instead of Retainage.
09/17/2012	759122	Business Tax Section	-318.79	5030-74910-409390	Retainage Correction for I13-003113. RetRel was taken from Expense account instead of Retainage.
09/17/2012	759122	Business Tax Section	1,030.48	2050-31310-409310	WO 10-27 Central Ave Widening & Sidewalks
09/17/2012	759122	Business Tax Section	1,664.52	8450-31860-409310	WO 10-30 BROADWATER & 32N D STREET W RT TURN LANE;
09/17/2012	759122	Business Tax Section	8,611.58	4160-74930-409340	WO0928 WTP Backup Power Phase II
09/17/2012	759122	Business Tax Section	64.03	2100-31100-409311	WO 10-27 Central Ave Widening & Sidewalks
09/17/2012	759122	Business Tax Section	7.82	4430-31650-409311	WO 10-27 Central Ave Widening & Sidewalks
09/17/2012	759122	Business Tax Section	130.81	2050-31310-409310	WO 10-27 Central Ave Widening & Sidewalks; CO#1 08/06/12
09/17/2012	759124	Continuant Inc	7,545.00	6060-19310-403582	Annual Maintenance Agreement Voice Mail 10/1/2012-09/30/2013

09/17/2012	759126	CTA Architects	1,728.71	4070-71280-409290	Architectural Services for Expansion of Screening Lobby
09/17/2012	759126	CTA Architects	2,305.07	5630-71220-409290	Invoice #97772. AIRPORT BUSINESS BUILDING IP-9 ELEVATOR PROJECT
09/17/2012	759128	Dell Computer L P	3,941.28	5120-84000-402925	(4) pc OptiPlex 390 WWTP
09/17/2012	759130	Dowl Hkm	11,383.46	5120-82110-403540	WO1214 IWP WW Collections System
09/17/2012	759133	Edwards	14,625.00	2050-31310-409120	Purchase of Lot 18, Panoramic Heights Subd for ROW
09/17/2012	759133	Edwards	10,375.00	4210-84930-409120	Purchase of Lot 18, Panoramic Heights Subd for ROW
09/17/2012	759138	Ferguson Enterprises Inc	3,450.00	1500-22290-402410	GAS ALERT QUAD 3-GAS QT-XWOM-A-Y-NA
09/17/2012	759138	Ferguson Enterprises Inc	0.00	1500-22290-402410	H2S SENSORS (PS-RH04S)
09/17/2012	759138	Ferguson Enterprises Inc	0.00	1500-22290-402410	LEL SENSOR (SR-W04)
09/17/2012	759138	Ferguson Enterprises Inc	0.00	1500-22290-402410	CO SENSOR (SR-M04)
09/17/2012	759138	Ferguson Enterprises Inc	370.00	1500-22290-402410	CALIBRATION GAS (CG-Q58-4JK)
09/17/2012	759138	Ferguson Enterprises Inc	0.00	1500-22290-402410	O2 SENSOR
09/17/2012	759138	Ferguson Enterprises Inc	22.56	1500-22290-402410	FREIGHT
09/17/2012	759138	Ferguson Enterprises Inc	690.00	2200-22330-402410	QT-XWOM-A-Y-NA GAS ALERT QUAD MONITOR
09/17/2012	759140	Galles Filter Service	152.63	6010-00000-141000	259801 PO NUM 289967
09/17/2012	759140	Galles Filter Service	27.36	5410-31220-402320	259846
09/17/2012	759140	Galles Filter Service	307.93	6010-00000-141000	260364 PO NUM 289967
09/17/2012	759140	Galles Filter Service	51.07	6010-00000-141714	260556 PO NUM 289967
09/17/2012	759140	Galles Filter Service	132.18	6010-00000-141000	261110 PO NUM 289967
09/17/2012	759140	Galles Filter Service	43.38	1500-22260-402320	261277
09/17/2012	759140	Galles Filter Service	50.45	2110-31320-402320	261310
09/17/2012	759140	Galles Filter Service	154.36	6010-00000-141000	261897 PO NUM 289967
09/17/2012	759140	Galles Filter Service	93.32	6010-00000-141000	262094 PO NUM 289967
09/17/2012	759140	Galles Filter Service	78.70	6010-00000-141714	262095 PO NUM 289967
09/17/2012	759140	Galles Filter Service	26.94	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 290350
09/17/2012	759140	Galles Filter Service	114.78	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 290508
09/17/2012	759140	Galles Filter Service	19.04	2110-31320-402320	259933
09/17/2012	759140	Galles Filter Service	85.05	6010-00000-141714	260019 PO NUM 289967
09/17/2012	759140	Galles Filter Service	230.95	6010-00000-141000	260560 PO NUM 289967
09/17/2012	759140	Galles Filter Service	3.98	1500-21120-402320	261394

09/17/2012	759140	Galles Filter Service	333.00	6010-00000-141000	261435 PO NUM 289967
09/17/2012	759140	Galles Filter Service	28.68	5020-75000-402320	259936
09/17/2012	759140	Galles Filter Service	287.77	6010-00000-141000	260920 PO NUM 289967
09/17/2012	759140	Galles Filter Service	5.19	5710-71440-402320	261615
09/17/2012	759140	Galles Filter Service	143.48	6010-00000-141714	261615 PO NUM 289967
09/17/2012	759140	Galles Filter Service	16.47	6010-15530-403990	260127
09/17/2012	759140	Galles Filter Service	48.19	6010-00000-141714	261114 PO NUM 289967
09/17/2012	759140	Galles Filter Service	320.40	6010-00000-141000	261623 PO NUM 289967
09/17/2012	759140	Galles Filter Service	8.50	0100-51120-402320	261699
09/17/2012	759140	Galles Filter Service	10.58	2110-31320-402320	260244
09/17/2012	759140	Galles Filter Service	64.32	6010-00000-141000	261759 PO NUM 289967
09/17/2012	759140	Galles Filter Service	6.13	5710-71440-402320	260556
09/17/2012	759140	Galles Filter Service	9.34	1500-22260-402320	260637
09/17/2012	759140	Galles Filter Service	52.40	5710-71440-402320	261114
09/17/2012	759140	Galles Filter Service	28.80	5710-71440-402320	261414
09/17/2012	759143	General Contractors Construction Company Inc	83,297.61	4070-71280-409290	Renovation of the Screening Lobby for Billings Logan International Airport.
09/17/2012	759159	Interstate Powersystems	6,692.64	5410-31220-402320	7020431.01
09/17/2012	759159	Interstate Powersystems	287.50	5410-31230-402320	7020920.01
09/17/2012	759159	Interstate Powersystems	453.54	6010-00000-141714	7023187.02 PO NUM 290557
09/17/2012	759160	J & J Concrete	5,445.00	5130-85910-409340	Curb & gutter work - Beverly Hills
09/17/2012	759173	L N Curtis & Sons	883.45	6010-00000-141000	3125236-00 PO NUM 290561
09/17/2012	759173	L N Curtis & Sons	390.50	1500-22260-402320	3125990-00
09/17/2012	759173	L N Curtis & Sons	1,879.00	1500-22290-402640	Turnouts: Globe Gxtreme (Coat 34777G, SIZE 48 CHEST/32 LENGTH & Pant 44777G SIZE 40 WAISTX30 INSEAM) Nicholas Stamper (new hire / 06/04/2012)
09/17/2012	759173	L N Curtis & Sons	12.72	1500-22260-402320	3125990-00
09/17/2012	759173	L N Curtis & Sons	910.00	1500-22260-402320	3125240-00
09/17/2012	759173	L N Curtis & Sons	131.48	1500-22260-402320	3125240-00
09/17/2012	759187	Montana Municipal Interlocal	68,672.41	6300-17530-407311	Deductible Recovery Invoice #812002
09/17/2012	759197	Northern Industrial Hygiene	1,260.00	2030-15130-403547	18570 - floor plan development and asbestos drawings in connection with PO 13-000007
09/17/2012	759197	Northern Industrial Hygiene	435.00	6500-15670-403660	Consulting Services - Limited Asbestos Inspection and Report CH Boiler Room
09/17/2012	759197	Northern Industrial Hygiene	5,204.00	2030-15130-403547	Pre-demolition asbestos inspection and report
09/17/2012	759199	Northwestern Energy	794.03	0100-51410-403410	07125388

09/17/2012	759199	Northwestern Energy	83.22	0100-51120-403410	08134892
09/17/2012	759199	Northwestern Energy	0.19	8720-51980-403410	10291920
09/17/2012	759199	Northwestern Energy	56.87	0100-51120-403410	18494088
09/17/2012	759199	Northwestern Energy	5.26	2950-66980-407275	Electric for NSP Property on 1128 Lynn
09/17/2012	759199	Northwestern Energy	2,823.70	5710-71430-403410	Electricity for Metroplex 7/27/12 to 8/27/12
09/17/2012	759199	Northwestern Energy	288.65	5710-71430-403410	07192255
09/17/2012	759199	Northwestern Energy	8.31	8720-51980-403410	08814550
09/17/2012	759199	Northwestern Energy	171.65	5020-74000-403410	11422532
09/17/2012	759199	Northwestern Energy	50.45	0100-51120-403410	19049444
09/17/2012	759199	Northwestern Energy	426.58	1500-22210-403410	07208176
09/17/2012	759199	Northwestern Energy	49.98	5020-74000-403410	11608072
09/17/2012	759199	Northwestern Energy	13.30	0100-51120-403410	19412436
09/17/2012	759199	Northwestern Energy	631.32	0100-51120-403410	11914041
09/17/2012	759199	Northwestern Energy	0.86	8720-51980-403410	19486679
09/17/2012	759199	Northwestern Energy	66.88	0100-51120-403410	12488631
09/17/2012	759199	Northwestern Energy	6.28	8720-51980-403410	20558177
09/17/2012	759199	Northwestern Energy	69.95	5020-74000-403410	13466735
09/17/2012	759199	Northwestern Energy	8.31	8720-51980-403410	15143886
09/17/2012	759199	Northwestern Energy	33.89	5210-15240-403410	15696313
09/17/2012	759199	Northwestern Energy	7.15	0100-51120-403410	15882624
09/17/2012	759201	Old Town Works	20,000.00	2030-15130-403547	facade & improvement project
09/17/2012	759202	One Eighty Communications	40.60	5610-71100-403450	Airport 2948370 Airport Alarm
09/17/2012	759202	One Eighty Communications	3,528.21	6060-19310-403450	Main Bill Acct 00001906
09/17/2012	759202	One Eighty Communications	195.67	6060-19310-403450	Main Bill T-1 Account 00018768
09/17/2012	759202	One Eighty Communications	39.00	1500-21110-403450	CPC line 247-8592 Account 00018768
09/17/2012	759202	One Eighty Communications	46.00	0100-51120-403450	Dehler Park line 867-7275
09/17/2012	759202	One Eighty Communications	326.56	6600-31100-403450	Depot 60% 6700 31410 403450
					Depot 40% 6600 31100 403450
09/17/2012	759202	One Eighty Communications	489.86	6700-31410-403450	Depot 60% 6700 31410 403450
					Depot 40% 6600 31100 403450
09/17/2012	759202	One Eighty Communications	259.00	2600-55180-403590	Library Internet Connection
09/17/2012	759202	One Eighty Communications	79.95	6200-19110-403452	IT Internet Connection
09/17/2012	759202	One Eighty Communications	10.00	1500-22250-403450	Comm Center Long Distance Charges
09/17/2012	759207	Public Utilities	3,752.01	8720-51980-403420	676393901
09/17/2012	759207	Public Utilities	64.08	5020-73140-402450	Garbage Collection
09/17/2012	759207	Public Utilities	21.36	5120-83140-402450	Garbage Collection
09/17/2012	759207	Public Utilities	85.45	5020-74000-402450	Garbage Collection

09/17/2012	759207	Public Utilities	51.26	5020-75000-402450	Garbage Collection
09/17/2012	759207	Public Utilities	34.18	5120-85000-402450	Garbage Collection
09/17/2012	759208	Public Works-Administration	1,475.00	5020-75000-403680	August Engineering Permits
09/17/2012	759208	Public Works-Administration	3,745.00	5030-75910-409340	August Engineering Permits
09/17/2012	759208	Public Works-Administration	6,554.60	5050-75150-403671	August Engineering Permits
09/17/2012	759208	Public Works-Administration	335.00	5120-85000-403680	August Engineering Permits
09/17/2012	759214	Riverside Sand & Gravel Inc	102,017.31	2050-31310-409310	WO 10-27 Central Ave Widening & Sidewalks
09/17/2012	759214	Riverside Sand & Gravel Inc	164,787.43	8450-31860-409310	WO 10-30 BROADWATER & 32N D STREET RT TURN LANE; CHANGE ORDER #1 (4664.80)
09/17/2012	759214	Riverside Sand & Gravel Inc	6,339.29	2100-31100-409311	WO 10-27 Central Ave Widening & Sidewalks
09/17/2012	759214	Riverside Sand & Gravel Inc	774.02	4430-31650-409311	WO 10-27 Central Ave Widening & Sidewalks
09/17/2012	759214	Riverside Sand & Gravel Inc	12,950.46	2050-31310-409310	WO 10-27 Central Ave Widening & Sidewalks; CO#1 08/06/12
09/17/2012	759224	Sundown Security	666.60	5210-15910-403970	39244 Aug.2012 Garage security
09/17/2012	759224	Sundown Security	666.60	5210-15920-403970	39244 Aug.2012 Garage security
09/17/2012	759224	Sundown Security	666.80	5210-15930-403970	39244 Aug.2012 Garage security
09/17/2012	759224	Sundown Security	1,387.25	5610-71100-403581	Invoice #39351. Skycap services 8/24-8/30/12
09/17/2012	759225	Sunset Excavation	3,650.00	5050-75150-403671	224 N 24
09/17/2012	759232	Tractor & Equipment	17,562.21	5410-31230-402320	BLW00133186
09/17/2012	759232	Tractor & Equipment	6,143.01	5410-31230-402320	BLW00133217
09/17/2012	759232	Tractor & Equipment	2,032.23	5410-31220-402320	BLW00132455
09/17/2012	759232	Tractor & Equipment	1,808.45	5410-31230-402320	BLW00131451
09/17/2012	759242	Waterworks Industries Inc	3,055.50	5020-74000-402450	Self priming pumps
09/17/2012	759247	Wingfoot Commercial Tire	29.92	1500-22260-402390	176-1033813
09/17/2012	759247	Wingfoot Commercial Tire	799.88	2110-31320-402390	176-1033837
09/17/2012	759247	Wingfoot Commercial Tire	101.32	2110-31320-402390	176-1033842
09/17/2012	759247	Wingfoot Commercial Tire	11.25	2110-31320-402390	176-1033850
09/17/2012	759247	Wingfoot Commercial Tire	975.88	2110-31320-402390	176-1033850
09/17/2012	759247	Wingfoot Commercial Tire	48.22	2110-31320-402390	176-1033851
09/17/2012	759247	Wingfoot Commercial Tire	96.44	2110-31320-402390	1761033901
09/17/2012	759247	Wingfoot Commercial Tire	35.95	2110-31320-402390	176-1033945
09/17/2012	759247	Wingfoot Commercial Tire	565.00	2110-31320-402390	176-1033945
09/17/2012	759248	Womack Machine West	427.78	5410-31220-402320	104031
09/17/2012	759248	Womack Machine West	32.67	6010-00000-141000	104492 PO NUM 290590
09/17/2012	759248	Womack Machine West	66.00	5410-31220-402320	104030
09/17/2012	759248	Womack Machine West	9.17	5410-31220-402320	104031

09/17/2012	759248	Womack Machine West	132.00	5410-31220-402320	102511
09/17/2012	759248	Womack Machine West	81.03	1500-22260-402320	102636
09/17/2012	759248	Womack Machine West	209.09	5410-31230-402320	102758
09/17/2012	759248	Womack Machine West	65.07	5410-31230-402320	102916
09/17/2012	759248	Womack Machine West	20.50	2110-31320-402320	103222
09/17/2012	759248	Womack Machine West	661.43	2110-31320-402320	104368
09/17/2012	759248	Womack Machine West	175.83	5410-31220-402320	104369
09/17/2012	759248	Womack Machine West	11.74	5410-31230-402320	104370
09/17/2012	759248	Womack Machine West	31.94	5410-31220-402320	104490
09/17/2012	759248	Womack Machine West	14.50	5410-31230-402320	104491
09/17/2012	759248	Womack Machine West	450.00	5410-31220-402320	104443
09/17/2012	759248	Womack Machine West	499.14	5410-31230-402320	104692
09/17/2012	759248	Womack Machine West	350.13	5410-31230-402320	104750
09/17/2012	759248	Womack Machine West	52.32	5410-31220-402320	104494
09/17/2012	759248	Womack Machine West	76.92	5410-31220-402320	104751
09/17/2012	759248	Womack Machine West	12.36	5410-31220-402320	104751
09/17/2012	759248	Womack Machine West	278.76	5410-31220-402320	104752
09/17/2012	759250	Yellowstone County Finance Dpt	17,080.00	1500-21110-403590	August 2012 Prisoner Billing

**Regular City Council Meeting**

**Meeting Date:** 10/09/2012

**TITLE:** Red Oxx Mfg. EBURD Development Agreement and Reimbursement

**PRESENTED BY:** Candi Beaudry

**Department:** Planning & Community Services

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**Information**

**PROBLEM/ISSUE STATEMENT**

Red Oxx is nearing completion of a major renovation project located at 2nd Ave North and North 12th Street in the East Billings Urban Renewal District (EBURD). As an incentive to attract this significant investment in the EBURD, the Billings Industrial Revitalization District, Inc. (BIRD) is recommending to the City Council that Tax Increment Finance funding in the amount of \$45,319 be allocated to Red Oxx for the TIF eligible portion of the project.

**ALTERNATIVES ANALYZED**

The City Council may:

- 1) Approve the development agreement
- 2) Not approve the development agreement
- 3) Change the terms of the agreement

**FINANCIAL IMPACT**

The development agreement would impact the East Billings Tax Increment Funds in the amount of \$45,319. This is a one time lump sum payment to Red Oxx for this project. These funds are available and are included in the FY13 City of Billings Budget as East Billings Development Project Incentives.

**BACKGROUND**

Red Oxx Manufacturing is a local manufacturer of premier luggage and travel products that is owned by Jim Markel and Perry Jones. They have a global market presence and are unique in that they manufacture, market, and ship their product all in house here in Billings. The vast majority of their sales occur via their website. Their current facility at North 13th St and 4th Ave North is not adequate to meet their needs. To expand production capacity, they purchased a building one block away to maintain their presence in the EBURD. They currently have 10 full time employees and are looking to add between 2 and 10 jobs as part of this expansion.

The design of this project is guided by the newly adopted EBURD Form Based Code (FBC) zoning regulations. While not required to be followed since the new regulations were in draft form at the time of design, construction and permitting, the owners chose to incorporate FBC design elements into this project. The TIF eligible improvements include curb, gutter, sidewalk, and landscaping that are eligible TIF costs as per Montana Code 7-15-4288. The improvements also include back in diagonal parking to increase the parking density as well as set the form of the streetscape on both sides of the street. While these improvements are not similar to the current infrastructure in the area, they are an excellent example of the future development of the EBURD under FBC.

As the advisory body to the City Council for the EBURD, the BIRD makes recommendations regarding the expenditure of TIF funds. An EBURD TIF application was submitted by Red Oxx detailing the scale and scope of the project. At its December 13, 2011 Board of Directors Meeting, the BIRD unanimously approved a recommendation for the expenditure of EBURD TIF funds for this project. The final consideration of approval and allocation of these funds by the City Council has been scheduled to coincide with the near completion of the project. The adopted City of Billings FY13 Budget includes funds to provide as a development incentive to projects located in the EBURD.

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

This action is consistent with the adopted FY13 City of Billings Budget and the project will be in significant conformance with the newly adopted EBURD FBC.

### **RECOMMENDATION**

The BIRD in coordination with staff recommends to the City Council that Tax Increment Finance funding in the amount of \$45,319 be allocated to Red Oxx for the TIF eligible portion of its project.

### **APPROVED BY CITY ADMINISTRATOR**

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#### **Attachments**

[Red Oxx TIF Application](#)

[Red Oxx Development Agreement](#)

[BIRD Board Meeting Minutes](#)

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**RedOxx Project**

**Project Costs**

Building Acquisition	\$335,000
<b>Construction/Rehabilitation Costs</b>	
Off Site Storm Drain Work Sch I	\$24,250
Off Site Improvements Sch II	\$37,575
On Site Utility Improvement Sch III	\$29,450
Earthwork & Site Prep	\$7,880
TIF Earthwork & Site Prep	\$2,570
Hardscape	\$13,562
TIF Hardscape	\$31,662
Landscape	\$37,920
TIF Landscape	\$4,000
Back In Parking	\$0
Building Improvements	\$510,500
<b>SUBTOTAL</b>	<b>\$699,369</b>
<b>Fees</b>	
Permits/Design Sanderson Stewart	\$9,200
Permits/Design Land Design	\$7,457
Other Fees: Contingency Soft Costs	\$20,136
<b>SUBTOTAL</b>	<b>\$36,793</b>
<b>TOTAL</b>	<b>\$736,162</b>
<b>PROJECT TOTAL</b>	<b>\$1,071,162</b>

**TIF Analysis**

<b>TIF Eligible Improvements</b>	
Off Site Storm Drain Work Sch I	\$24,250
Off Site Improvements Sch II	\$37,575
Sch I & II Contingency (15%)	\$9,274
Earthwork & Site Prep	\$2,570
Hardscape	\$31,662
Landscape	\$4,000
Land Design Contingency (12%)	\$3,741
<b>TOTAL TIF ELIGIBLE EXPENSES</b>	<b>\$113,072</b>

<b>East TIF Finances</b>	
Cash as of 08/17/11	\$307,836
Less:	
Form Based Code Contract	\$49,000
Exposition Gateway Master Pla	\$25,000
TIFD Coordinator position	\$50,000
FIB Payment	<u>\$92,293</u>
	<b>\$216,293</b>
Cash Available until December	\$91,543
<b>FY 12 Anticipated Revenue</b>	
12/1/2011	<b>\$119,760</b>
7/1/2012	<b>\$119,760</b>
<b>TIF 12/13/11</b>	<b>\$211,303</b>
<b>Estimated FY 12 Available Cash</b>	<b>\$331,063</b>

For every \$1,000,000 invested, a return of \$14,371 can go the TIF District

Table. Hypothetical TIF revenue estimate for \$1 million new real property value

TIF Calculation	Value	Comment
Assessed Value	1,000,000	Real property increment only: phase-in of appraised value
Comstead Exemption	-175,000	DOR exemption: 17.5% for commercial (Comstead), 41.8% for residential (Homestead)
Subtotal	825,000	Assessed value minus exemption
Taxable Value	22,400	equals 2.72% of subtotal above, per DOR exemption for every property
Mill Levy	640.00	Estimated; tax per \$1,000 in taxable value
<b>Real Property Tax</b>	<b>14,371</b>	<b>Taxable value multiplied by mill levy</b>

Calculated by ECONorthwest, based on FY 2011-12 data from Montana DOR.

**Additional Value Total** \$699,369  
**TIF Dollar Multiplier** 1.44% (Per Calc Table Below)

**Est Increment Generated** \$10,071 Per Year

**TIF Time Remaining** 10 yrs

**TOTAL EST INCREMENT** **\$100,709** Increment that will be generated over the life of the TIF  
 (over the life of the TIF)

**45% MAXIMUM TIF INCENTIVE** **\$45,319**



City of Billings E.B.U.R.D.

# T.I.F.D Project Criteria For Public/Private Development Projects

Information & Application

Billings Industrial Revitalization District (BIRD)  
P.O. Box 197  
Billings, MT 59103  
406.252.4745

**BILLINGS INDUSTRIAL REVITALIZATION DISTRICT, INC.  
EAST DISTRICT TAX INCREMENT FINANCING (TIF) APPLICATION**

Project Name: Red Oxx Mfg, Inc. Production Facility

Date Submitted: 11/29/2011

**APPLICANT INFORMATION**

1. Name: Mazabuka, LLC
2. Address: 310 N 13<sup>th</sup> Street, Billings, MT 59101
3. Telephone Number: 406-671-7039

**PROJECT INFORMATION**

1. Building Address: 1123 2<sup>nd</sup> Avenue N, Billings, MT 59101
2. Legal Description: Lots 20-24, Block 74, of Town of Billings, in city of Billings, Yellowstone County, MT (Document# 16312)
3. Ownership: Mazabuka, LLC

Address: 310 N 13<sup>th</sup> Street, Billings, MT 59101

4. If property is not owned by the Applicant, list leasehold interests (Attach evidentiary materials.)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

5. Existing/Proposed Businesses: Red Oxx Mfg, Inc.

Business Description: Manufacturing Production Facility

6. Employment: Existing FTE Jobs: 10

New Permanent FTE Jobs created by project: 2-10      Construction FTE Jobs: Unavailable

7. Architectural Firm: A & Architects

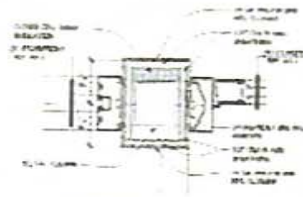
Address: 608 N 29<sup>th</sup> Street, Billings, MT 59101

Representative: Dennis Deppemeir

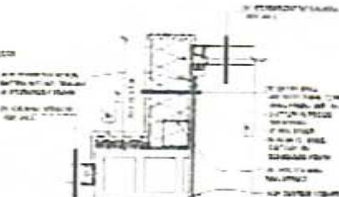
8. Description of Project: (Attach narrative explanation.)

9. Rehabilitation/construction Plans: (Attach schematics, site and landscaping plans.)

10. Project Schedule: (Attach time line or schedule through completion.)



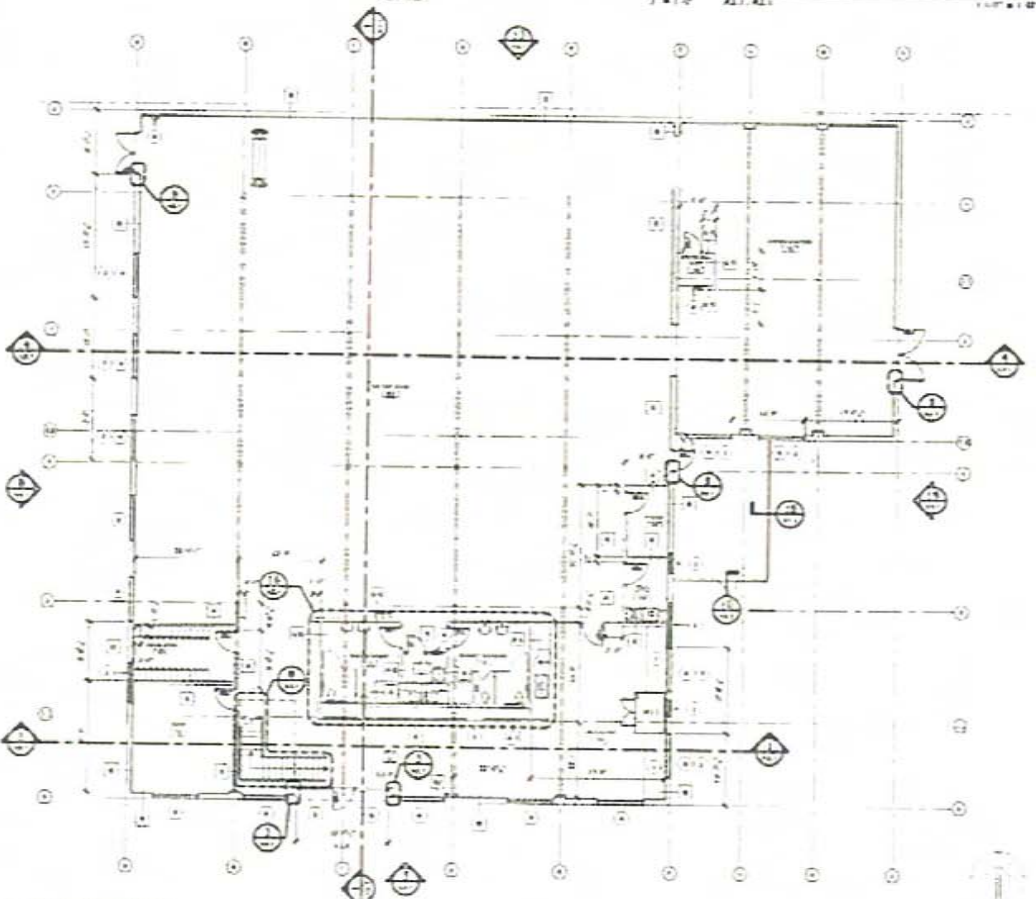
**2** EXISTING COLUMN STOREFRONT WIN. JAMB  
A2.1/A2.1



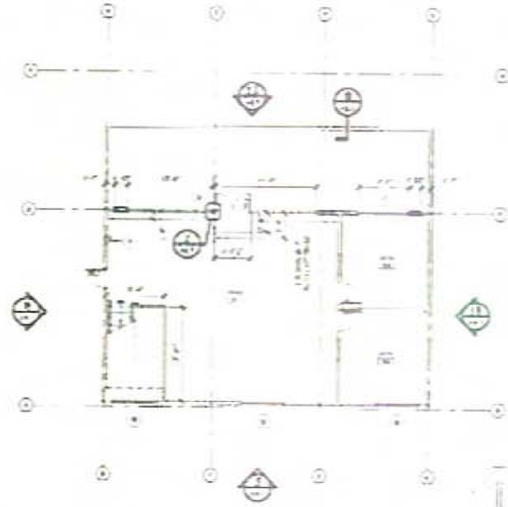
**3** EXISTING WALL OUTSIDE CORNER DTL  
A2.1/A2.1

NEW CONSTRUCTION KEY NOTES	
NO.	DESCRIPTION
1	ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE CODES.
2	ALL NEW CONSTRUCTION SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING NOTES.
3	ALL NEW CONSTRUCTION SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING NOTES.
4	ALL NEW CONSTRUCTION SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING NOTES.

WALL TYPES LEGEND	
1	TYPE 1: 12" CMU WITH 1" POLYSTYRENE INSULATION AND 1/2" GYPSUM BOARD FINISH.
2	TYPE 2: 12" CMU WITH 1" POLYSTYRENE INSULATION AND 1/2" GYPSUM BOARD FINISH.
3	TYPE 3: 12" CMU WITH 1" POLYSTYRENE INSULATION AND 1/2" GYPSUM BOARD FINISH.
4	TYPE 4: 12" CMU WITH 1" POLYSTYRENE INSULATION AND 1/2" GYPSUM BOARD FINISH.
5	TYPE 5: 12" CMU WITH 1" POLYSTYRENE INSULATION AND 1/2" GYPSUM BOARD FINISH.
6	TYPE 6: 12" CMU WITH 1" POLYSTYRENE INSULATION AND 1/2" GYPSUM BOARD FINISH.
7	TYPE 7: 12" CMU WITH 1" POLYSTYRENE INSULATION AND 1/2" GYPSUM BOARD FINISH.
8	TYPE 8: 12" CMU WITH 1" POLYSTYRENE INSULATION AND 1/2" GYPSUM BOARD FINISH.
9	TYPE 9: 12" CMU WITH 1" POLYSTYRENE INSULATION AND 1/2" GYPSUM BOARD FINISH.
10	TYPE 10: 12" CMU WITH 1" POLYSTYRENE INSULATION AND 1/2" GYPSUM BOARD FINISH.



**16** FIRST FLOOR PLAN  
A2.1/A2.1



**19** SECOND FLOOR PLAN  
A2.1/A2.1



FLOOR PLANS  
RED OAK SITE #2  
RED OAK MANUFACTURING, INC.

PROJECT NO. 10000  
DATE 11/11/11



**A2.1**

**PROJECT COSTS**

Land and Site Improvements (Itemized)

1. Equity in Land and Buildings	\$ 335,000.00
2.	\$ _____
3.	\$ _____
4.	\$ _____

Subtotal \$ 335,000.00

Construction/Rehabilitation Costs (Use general construction trade divisions)

1. Off Site Storm Drain: Schedule I	\$ 24,250.00
2. Off Site Surface Improve: Schedule II	\$ 37,575.00
3. On Site Utility Improve: Schedule III	\$ 29,450.00
4. Earthwork & Site Prep	\$ 7,880.00 (avg.)
<i>TIF Eligible</i>	<i>2,570.00</i>
5. Hardscape	\$ 13,562.00 (avg.)
<i>TIF Eligible</i>	<i>31,662.00</i>
6. Landscape	\$ 37,920.00 (avg.)
<i>TIF Eligible</i>	<i>24,000.00</i>
7. Back-In Parking	\$ Unknown
8. <i>Building Improvements</i>	\$ 510,500.00
9.	\$ _____
10.	\$ _____

Subtotal ~~\$ 661,137.00~~ *\$ 699,369*

Fees

1. Permits/Design Sanderson Stewart	\$ 9200.00
2. Permits/Design Land Design Inc.	\$ 7457.00
3. Other fees: Contingency Soft Costs	\$ 20,136.00

Subtotal \$ 36,793.00

Total Project Development Costs ~~\$ 697,930.00~~ *\$ 736,162*

Date: November 14, 2011  
 Project No.: 11055.01



**Engineer's Preliminary Opinion of Probable Cost  
 for  
 RED OXX - OFF SITE STORM DRAIN & SURFACE IMPROVEMENTS**

Schedule I: Off Site Storm Drain

Item No.	Quantity	Unit	Description	Unit Price	Subtotal
101	1	L.S.	Mobilization and Insurance	\$1,900.00 =	\$1,900.00
102	1	L.S.	Traffic Control During Construction	\$1,500.00 =	\$1,500.00
103	1	E.A.	Connect to Existing Storm Drain Manhole	\$1,500.00 =	\$1,500.00
104	10	L.F.	Remove Existing 12-inch Storm Drain Pipe	\$12.00 =	\$120.00
105	1	E.A.	Relocate Existing Storm Drain Inlet	\$1,000.00 =	\$1,000.00
106	3	E.A.	Storm Drain Manhole	\$2,000.00 =	\$6,000.00
107	3	E.A.	Type II Storm Drain Inlet	\$2,000.00 =	\$6,000.00
108	35	L.F.	6-inch Storm Drain Pipe	\$28.00 =	\$980.00
109	150	L.F.	12-inch Storm Drain Pipe	\$35.00 =	\$5,250.00
Schedule I Subtotal =					\$24,250.00

Schedule II: Off Site Surface Improvements

Item No.	Quantity	Unit	Description	Unit Price	Subtotal
201	1	L.S.	Mobilization and Insurance	\$5,000.00 =	\$5,000.00
202	1	L.S.	Traffic Control During Construction	\$2,000.00 =	\$2,000.00
203	625	S.Y.	Remove and Dispose of Existing Asphalt	\$5.00 =	\$3,125.00
204	60	L.F.	Remove and Dispose of Curb and Gutter	\$5.00 =	\$300.00
205	50	C.Y.	Unclassified Excavation	\$10.00 =	\$500.00
206	50	C.Y.	1 1/2-inch Base Gravel (3-inch Thick Section on Existing)	\$24.00 =	\$1,200.00
207	450	L.F.	Curb and Gutter	\$20.00 =	\$9,000.00
208	500	S.F.	4-inch Thick Concrete Flatwork	\$5.00 =	\$2,500.00
209	2	E.A.	New ADA Accessible Curb Ramps w/ Domes	\$2,500.00 =	\$5,000.00
210	500	S.Y.	Asphalt Surface Course (5-inch Thick)	\$15.00 =	\$7,500.00
211	1	L.S.	Signing & Striping	\$1,450.00 =	\$1,450.00
Schedule II Subtotal =					\$37,575.00

Construction Subtotal =	\$61,825.00
Construction Contingency (15%) =	\$9,273.75
Construction Subtotal Plus Contingency =	\$71,098.75

Engineering Fees

Permitting and Design =	\$6,900.00
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<b>Construction Total and Engineering Fees =</b>	<b>\$77,998.75</b>
--	--------------------

**Notes:**

All items are complete and in place.

Sanderson Stewart cannot warrant that any opinions of probable cost provided by Sanderson Stewart will not vary from actual costs incurred by the client. Sanderson Stewart has no control over the cost or availability of labor, equipment, materials, or over market conditions or the Contractor's method of pricing. Sanderson Stewart makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from Sanderson Stewart's opinion of probable cost.

Date: December 1, 2011  
 Project No.: 11055.01



**Engineer's Preliminary Opinion of Probable Cost  
 for  
 RED OXX - ON-SITE DEMOLITION & UTILITY IMPROVEMENTS**

Schedule III: On-Site Demolition & Utility Improvements

Item No.	Quantity	Unit	Description	Unit Price	Subtotal
301		1 L.S.	Mobilization and Insurance	\$2,500.00 =	\$2,500.00
302		510 S.Y.	Remove and Dispose of Existing Asphalt	\$5.00 =	\$2,550.00
303		725 S.F.	Remove and Dispose of Existing Concrete	\$2.50 =	\$1,812.50
304		100 C.Y.	Unclassified Excavation	\$10.00 =	\$1,000.00
305		1 E.A.	1.5-Inch Water Service & Street Restoration	\$2,500.00 =	\$2,500.00
306		2 E.A.	Type IV Storm Drain Inlet with Beehive Grate	\$2,500.00 =	\$5,000.00
307		175 L.F.	6-inch Storm Drain Pipe	\$28.00 =	\$4,900.00
308		85 L.F.	8-inch Perforated Storm Drain Pipe	\$30.00 =	\$2,550.00
309		200 C.Y.	Boulder Pit Including Excavation, Rock, and Fabric	\$55.00 =	\$11,000.00
				Schedule I Subtotal =	\$33,812.50

				Construction Subtotal =	\$33,812.50
				Construction Contingency (15%) =	\$5,071.88
				Construction Subtotal Plus Contingency =	\$38,884.38

**Engineering Fees**

				Permitting & Design =	\$2,300.00
--	--	--	--	-----------------------	------------

				<b>Construction Total and Engineering Fees =</b>	<b>\$41,184.38</b>
--	--	--	--	--	--------------------

**Notes:**

*All items are complete and in place.*

*Sanderson Stewart cannot warrant that any opinions of probable cost provided by Sanderson Stewart will not vary from actual costs incurred by the client. Sanderson Stewart has no control over the cost or availability of labor, equipment, materials, or over market conditions or the Contractor's method of pricing. Sanderson Stewart makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from Sanderson Stewart's opinion of probable cost.*

Attached for your review is the Opinions of Probable cost for portions of the proposed Red Oxx site improvements. The off-site estimate includes work from the back of the proposed curb out to the street for the angled parking and the storm drain improvements for the angled parking.. The on-site estimate includes only the on-site storm drain and new 1.5-inch water service. It is my understanding that Land Design's estimate will include the remaining demolition and site improvements items.

We are in the process of gathering additional topographic data points so we can complete the design and grading of the angled parking improvements. Please contact me with any questions or if you need any additional information. Thank you.

Patrick Davies, PE, CDP, LEED AP

Associate/Senior Engineer

**Sanderson Stewart**

1300 North Transtech Way

Billings MT 59102

Phone 406/656-5255

Direct 406/869-3333

Mobile 406/698-5699

[pdavies@sandersonstewart.com](mailto:pdavies@sandersonstewart.com)

[www.sandersonstewart.com](http://www.sandersonstewart.com)

# Red Oxx

November 16th, 2011

## Landscape Quantities & Estimated Costs- Per Plan

*For illustration purposes only- this is a preliminary estimate*

*Estimate based on assumed site conditions. Actual site conditions may vary.*



### RED OXX

#### Earthwork & Site Prep

Type	Description	Unit	Quantity	Low-Est./Unit	High-Est./Unit	Low-Range	High-Range	Average Est.
Rough Grading	Assumes Entire Site	SF	7,000	\$0.10	\$0.12	\$700.00	\$840.00	\$770.00
Top Soil		CY	260	\$20.00	\$25.00	\$5,200.00	\$6,500.00	\$5,850.00
Spread Top Soil		SF	7,000	\$0.10	\$0.12	\$700.00	\$840.00	\$770.00
Fine Grading	Assumes Entire Site	SF	7,000	\$0.06	\$0.08	\$420.00	\$560.00	\$490.00
<b>Subtotal</b>						<b>\$7,020.00</b>	<b>\$8,740.00</b>	<b>\$7,880.00</b>

#### Hardscape

Type	Description	Unit	Quantity	Low-Est./Unit	High-Est./Unit	Low-Range	High-Range	Average Est.
Benches	by other	EA		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bollards	by other	EA		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fence	by other	EA		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Concrete Walk		SF	1820	\$4.85	\$5.95	\$8,827.00	\$10,829.00	\$9,828.00
Concrete Colored/Stamped		SF	380	\$6.85	\$7.95	\$2,603.00	\$3,021.00	\$2,812.00
Concrete Drive Pad	thickened	SF	144	\$5.85	\$6.95	\$842.40	\$1,000.80	\$921.60
<b>Subtotal</b>						<b>\$12,272.40</b>	<b>\$14,850.80</b>	<b>\$13,561.60</b>

#### Landscape

Type	Description	Unit	Quantity	Low-Est./Unit	High-Est./Unit	Low-Range	High-Range	Average Est.
Deciduous Trees	3-4" Cal	EA	12	\$450.00	\$550.00	\$5,400.00	\$6,600.00	\$6,000.00
Shrub Area	mulch, fabric	SF	700	\$3.00	\$4.00	\$2,100.00	\$2,800.00	\$2,450.00
Shrubs - Large	#5 Cont.	EA	98	\$55.00	\$65.00	\$5,390.00	\$6,370.00	\$5,880.00
Shrubs - Small	#2 Cont.	EA	279	\$25.00	\$35.00	\$6,975.00	\$9,765.00	\$8,370.00
Lawn Seeding	Hydroseeding	SF	1,840	\$0.24	\$0.26	\$441.60	\$478.40	\$460.00
Edging		LF	25	\$1.50	\$2.00	\$37.50	\$50.00	\$43.75
Irrigation System Connection	Allowance for POC	LS	1	\$11,000.00	\$15,000.00	\$11,000.00	\$15,000.00	\$13,000.00
Irrigation System		SF	2,640	\$0.55	\$0.75	\$1,452.00	\$1,980.00	\$1,716.00
<b>Subtotal</b>						<b>\$32,796.10</b>	<b>\$43,043.40</b>	<b>\$37,919.75</b>
<b>Construction Total</b>						<b>\$52,088.50</b>	<b>\$66,634.20</b>	<b>\$59,361.35</b>

### Soft Costs

Type	Description	Unit	Quantity	Low-Est./Unit	High-Est./Unit	Low-Range	High-Range	Average Est.
Contingency	12% of construction	%	1	\$6,250.62	\$5,330.74	\$6,250.62	\$5,330.74	\$5,790.68
<b>Subtotal</b>						<b>\$6,250.62</b>	<b>\$5,330.74</b>	<b>\$5,790.68</b>
Soft Cost Total						\$6,250.62	\$5,330.74	\$5,790.68
<b>TOTAL PROJECT COST- RED OXX</b>						<b>\$58,339.12</b>	<b>\$71,964.94</b>	<b>\$65,152.03</b>

## TIFD FUNDS

### Earthwork & Site Prep

Type	Description	Unit	Quantity	Low-Est./Unit	High-Est./Unit	Low-Range	High-Range	Average Est.
Rough Grading	Assumes Entire Site	SF	2,530	\$0.10	\$0.12	\$253.00	\$303.60	\$278.30
Top Soil		CY	94	\$20.00	\$25.00	\$1,880.00	\$2,350.00	\$2,115.00
Fine Grading	Assumes Entire Site	SF	2,530	\$0.06	\$0.08	\$151.80	\$202.40	\$177.10
<b>Subtotal</b>						<b>\$2,284.80</b>	<b>\$2,856.00</b>	<b>\$2,570.40</b>

### Hardscape

Type	Description	Unit	Quantity	Low-Est./Unit	High-Est./Unit	Low-Range	High-Range	Average Est.
Concrete Walk		SF	2530	\$4.85	\$5.95	\$12,270.50	\$15,053.50	\$13,662.00
Tree Grate - Frame	48"	EA	8	\$2,000.00	\$2,500.00	\$16,000.00	\$20,000.00	\$18,000.00
<b>Subtotal</b>						<b>\$28,270.50</b>	<b>\$35,053.50</b>	<b>\$31,662.00</b>

### Landscape

Type	Description	Unit	Quantity	Low-Est./Unit	High-Est./Unit	Low-Range	High-Range	Average Est.
Deciduous Trees	3-4" Cal	EA	8	\$450.00	\$550.00	\$3,600.00	\$4,400.00	\$4,000.00
<b>Subtotal</b>						<b>\$3,600.00</b>	<b>\$4,400.00</b>	<b>\$4,000.00</b>
Construction Total						\$34,155.30	\$42,309.50	\$38,232.40

### Soft Costs

Type	Description	Unit	Quantity	Low-Est./Unit	High-Est./Unit	Low-Range	High-Range	Average Est.
Contingency	12% of construction	%	1	\$4,098.64	\$3,384.76	\$4,098.64	\$3,384.76	\$3,741.70
<b>Subtotal</b>						<b>\$4,098.64</b>	<b>\$3,384.76</b>	<b>\$3,741.70</b>
Soft Cost Total						\$4,098.64	\$3,384.76	\$3,741.70
<b>TOTAL PROJECT COST- TIFD FUNDS</b>						<b>\$38,253.94</b>	<b>\$45,694.26</b>	<b>\$41,974.10</b>

## PROJECT FINANCING

Please complete Sources of Funds detail and summarize below.

### Developer Equity

Cash Invested	\$ _____
Land & Buildings	\$ 335,000.00
Other (Specify) _____	\$ _____
_____	\$ _____

Subtotal \$ 335,000.00

### Lender Commitments (Attach evidence i.e. Letters of Credit or other documentation.)

Lender	Loan Amount	Interest	Term	Payment/Period
First Interstate Bank	\$ Upon Request	_____ %	_____ yrs	\$ _____/Month

Total Loan Amount \$ Upon Request FIB

### TIF Request FOR improvements within the Public Right of Way

Eligible Improvements (See Narrative)

Schedule I Off Site Storm Drain	\$ 24,250.00
Schedule II Off Site Surface Improvement	\$ 37,575.00
Schedule I & II Contingency (15%)	\$ 9274.00
Earthwork & Site Prep/Hard & Landscape/Cont.	\$ 41,975.00

Subtotal \$ 113,074.00

---

### Sources of Funds Summary (Post totals from above.)

Developer Equity	\$ 335,000.00
Lender Commitments	\$ Upon Request: FIB
TIF Request	\$ 113,074.00
Other Funds: Permits/Design Fees	\$ 16,657.00

Total Project Financing \$ 464,731.00+FIB

## DEVELOPER STATEMENT OF QUALIFICATIONS AND FINANCIAL RESPONSIBILITY

### Applicant

1. Name: Mazabuka, LLC

Address: 310 N 13<sup>th</sup> Street, Billings, MT 59101

2. If the applicant is not an individual doing business under his/her own name, the applicant has the status indicated below and is organized or operating under the laws of Yellowstone County, Montana.

3.

\_\_\_\_\_ A corporation.

\_\_\_\_\_ A nonprofit or charitable institution or corporation

\_\_\_X\_\_\_ A partnership known as Mazabuka, LLC.

\_\_\_\_\_ Other (explain): \_\_\_\_\_

Date of organization: June, 2009

4. Names, address, title of position (if any), and nature and extent of the interest of the officers and principal members, principal shareholders, investors, or partners of the applicant.

<u>Name and Address</u>	<u>Nature and Extent of Interest</u>
Jim & Amanda Markel 240 Parkhill Drive Billings, MT 59101	Principal Members 37.5% ea
Perry & Deana Jones 1732 Primrose Drive Billings, MT 59105	Principal Members 12.5% ea

### Financial Condition

1. Provide a current financial statement for each private entity involved in the project. Documentation of financial capacity may include net worth statements, balance sheets, or profit and loss statements.
2. Has the applicant or any individual or entity affiliated with the development of this project been adjudged bankrupt, either voluntary or involuntary, within the past ten years?  
No \_\_\_X\_\_\_ Yes \_\_\_\_\_ If yes, give date, place, and under what name

3. Has the applicant or any individual or entity affiliated with the development of this project been indicted for or convicted of any felony within the past ten years:  
No  Yes  If yes, give date, charge, place, court and action taken for each case.

### CONSTRUCTION CONTRACTOR

1. Identify the construction contractor or builder who will undertake this project.

Name: Neumann Construction

Address: 2609 Selvig Ln, Billings, MT 59102

2. Has such contractor or builder ever failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, or failed to complete a construction or development contract within the last ten years?  
No  Yes  If yes, explain.

### CERTIFICATION

I (we), Mazabuka, LLC (please print), certify that the statements and estimates within this Application as well as any and all documentation submitted as attachments to this Application or under separate cover are true and correct to the best of my (our) knowledge and belief.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Title Principal Member

Title Principal Member

Address 310 N 13<sup>th</sup> Street

Address 310 N 13<sup>th</sup> Street

Billings, MT 59101

Billings, MT 59101

Date 29 November 2011

Date 29 November 2011

THE CITY OF **BILLINGS, MONTANA**

City Base Map Light Districts PW Utilities Map Planning Dept Map PW Storm Water Sys

Mapping

Search



Show All Selections

Clear

Selection Options

Zoom to selected map feature

Selected Tax Parcels w/Owner and Property Info Feature

TaxID	A00514
GeoCode	03103333115030000
Centrally Assessed	
PropertyID	267982
Property Class Code	2207
Tax Year	2011
Owner Name	GENUINE PARTS COMPANY
Additional Legal Owners	Show Other Owners (if applicable)
Mail Address1	2999 CIRCLE 75 PKWY SE
Mail Address2	
Mail City	ATLANTA
Mail State	GA
Mail Zip	30339-3050
Physical Address	1123 2ND AVE N
Area Calc Method	Sqft
Parcel Sq Ft	17500
Acres	
Levy District	03-0965T4-2T4
Subdivision	BILLINGS ORIGINAL TOWNSITE
Block	74
Lot	20
Property Type	CU - Commercial Urban
Living Units	
Zoning (MDOR)	C1
Fronting Descr	1 - Major Strip or Central Business District
Dwelling Value	
MOB Value	
Comm Value	229370
Oby Flat Value	1657
Tot Impt Value	231000
Tot Market Value	113750
Short Legal Description	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 74, Lot 20 - 24

Map Tool Options

The current cursor mode is set to 'Pan / Recenter'. Clicking on the map directly will adjust the center of the extent of the entire map.



# Yellowstone County, Montana

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**Disclaimer:** Not all fields are currently maintained. The [accuracy of the data is not guaranteed](#). Please notify the Appraisal/Assessment Office of any inaccuracies.

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[Full Orion Detail](#)

## Owner Information

Tax ID: A00514

### Primary Party

Primary Owner Name: GENUINE PARTS COMPANY

2011 Mailing Address: GENUINE PARTS COMPANY  
2999 CIRCLE 75 PKWY SE  
ATLANTA, GA 30339-3050

Property Address: 1123 2ND AVE N

Township: 01 N Range: 26 E Section: 33

Subdivision: BILLINGS ORIGINAL TOWNSITE Block: 74 Lot: 20

Full Legal: BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK  
74, Lot 20 - 24

GeoCode: 03-1033-33-1-15-03-0000

[Show on Map](#)

## Property Assessment Information

Levy District: EAST BILLINGS URBAN RENEW

### Assessed value

Assessed Land Value = \$ 113,750.00

Assessed Building(s) Value = \$ 274,050.00

Total Assessed Value = \$ 387,800.00

### Taxable Market Value\*

Tax Year: 2011

Class Code	Amount
2207 - Commercial City or Town Lots	= \$ 81,423.00
3507 - Improvements on Commercial City or Town Lots	= \$ 199,907.00
	Total = \$ 281,330.00

\* The values shown are for the given tax year as supplied by the Department of Revenue. This value is used to calculate the property tax and is not the true market value of the property. The most recent market value is not allowed to be used by the Legislature. For questions regarding how the taxable market value is derived, please contact the Montana Department of Revenue, Appraisal/Assessment Office at [406-896-4000](tel:406-896-4000).

## City of Billings SID Payoff Information

Contact the City of Billings for SID pay off information

## Rural SID Payoff Information

NONE

## Property Tax Billing History

<b>Year</b>	<b>1st Half</b>	<b>2nd Half</b>	<b>Total</b>
<a href="#">2000</a>	2,366.11 P	2,366.09 P	4,732.20
<a href="#">2001</a>	2,611.55 P	2,611.54 P	5,223.09
<a href="#">2002</a>	2,799.54 P	2,799.52 P	5,599.06
<a href="#">2003</a>	3,069.89 P	3,069.88 P	6,139.77
<a href="#">2004</a>	3,128.91 P	3,128.90 P	6,257.81
<a href="#">2005</a>	3,157.42 P	3,157.40 P	6,314.82
<a href="#">2006</a>	3,090.74 P	3,090.73 P	6,181.47
<a href="#">2007</a>	3,155.69 P	3,155.68 P	6,311.37
<a href="#">2008</a>	3,126.35 P	3,126.34 P	6,252.69
<a href="#">2009</a>	3,057.92 P	3,057.90 P	6,115.82
<a href="#">2010</a>	3,108.74 P	3,108.71 P	6,217.45
<a href="#">2011</a>	2,785.32 P	2,785.29	5,570.61

(P) indicates paid taxes.

Click on year for detail.

### Jurisdictional Information

**Commissioner Dist:** 2 - [James Reno \(R\)](#)

**Senate:** 25 - [Kendall VanDyk \(D\)](#)

**House:** 49 - [Mary McNally \(D\)](#)

**Ward:** 1 (BILLINGS)

[Peggie Gahen](#)

[Jim Frank Ronquillo](#)

**Precinct:** 49A

**Zoning:** Controlled Industrial

[Click Here to view Billings](#)

[Regulations](#)

[Click Here to view Laurel](#)

[Regulations](#)

**School Attendance Areas**

**High:** SENIOR

**Middle:** RIVERSIDE

**Elem:** MCKINLEY

**SD 2 Elementary Trustee (2):** Pam Ellis

Any comments or questions regarding the web site may be directed to the [webmistress](#).



# Yellowstone County, Montana

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## Detail Property Tax Information

Disclaimer: The tax information was updated on 12/9/2011. Please notify the Treasurer's Office of any inaccuracies. Online Tax Billing History is available from Tax Year 2000 forward. If you wish information for prior tax years contact the Treasurer's Office.

Tax ID: A00514 Tax Year: 2011

Code	District	1st Half	2nd Half	Total
	EAST BILLINGS URBAN RENEW (Levy District)	1,952.52 P	1,952.52	3,905.04
122M	122 WATER MAINT	49.43 P	49.42	98.85
2TI4	2TI4 EAST BILLINGS URBAN	483.39 P	483.38	966.77
BACF	BACF BLGS ARTERIAL CONST FEE	97.04 P	97.04	194.08
BFHS	BFHS BLGS FIRE HYD REAL	27.46 P	27.46	54.92
BLSW	BLSW BILLINGS STORM SEWER	85.14 P	85.14	170.28
BS#2	BS#2 BLGS STREET MAINT #2	83.87 P	83.87	167.74
SOIL	SOIL SOIL CONSERVATION	1.88 P	1.87	3.75
TIDU	TIDU TID - UNIVERSITY MILLAGE	4.59 P	4.59	9.18
<b>Totals</b>		<b>2,785.32</b>	<b>2,785.29</b>	<b>5,570.61</b>

Date Paid 11/30/2011

## DRAFT DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (the “Agreement”) - dated as of this \_\_\_\_\_, day of \_\_\_\_\_, 2012, is entered into by and between **Red Oxx LLC**, with an address of 310 N. 13<sup>th</sup> Street, Billings, MT 59101 (“Red Oxx”) and the **City of Billings**, a municipal corporation with an address of 210 North 27<sup>th</sup> Street Billings, Montana 59103 (the “City”) (collectively, the “Parties”).

### WITNESSETH:

**WHEREAS**, pursuant to City of Billings Ordinance No. 06-5395 (the “Ordinance”) the City has created the East Billings Urban Renewal District (the “Urban Renewal District”) which contains a tax increment provision;

**WHEREAS**, Red Oxx plans to develop certain property located within the Urban Renewal District as a manufacturing facility on property more particularly described in attached Exhibit “A” {add map} and has provided the Urban Renewal District with a schedule of development for the manufacturing center (the “Project”);

**WHEREAS**, the City requires certain details and specification of the rights, duties, obligations and responsibilities which exist in connection with the construction of certain public improvements, consisting of the parking lot, landscaping, lighting, security system exterior to the building, including all engineering services, architectural services, labor material costs, and other costs associated with the construction and installation thereof, as more particularly set forth in Exhibit “B” attached hereto and made a part hereof (hereafter the “Public Improvements”);

**WHEREAS**, it is the Parties’ intention and desire that a portion of the tax increment revenue generated from the Project (the “Project Tax Increment Revenue”) be used to pay for the costs of the Public Improvements;

**WHEREAS**, pursuant to the Ordinance, the City has determined that the Project and Public Improvements to be constructed therewith are Urban Renewal Projects and that such improvements are eligible for tax increment financing;

**WHEREAS**, the City, and the BIRD, pursuant to the Ordinance has determined that it is appropriate to return a portion of the Project Tax Increment Revenue to Red Oxx.

**NOW THEREFORE**, for good and valuable consideration, the Parties hereto hereby agree, covenant and represent as follows:

### **Section 1. Development of the Project.**

1.A. The City has prepared a report for the City dated \_\_\_\_\_, 2012, (the "City TIF Report") which projects the amount of Project Tax Increment Revenue that will be generated from development of the Project. Red Oxx represents that as expeditiously as possible, Red Oxx shall undertake construction of the Project, which consists of the remodel of a 10,000 sq. ft. manufacturing facility, parking areas, and incidental improvements thereto and which will be substantially completed no later than \_\_\_\_\_, 2012.

1.B. Red Oxx shall obtain the necessary approval from the City for all construction relating to the Project. Red Oxx shall construct all on-site improvements in accordance with City ordinances and any other applicable local, state and/or federal laws or regulations. The proposed development plan shall conform to the current zoning of the Property. All improvements and construction thereon and adjacent to the Project, including, but not limited to off-site development, building construction, landscaping, and lighting shall be performed in accordance with all local, state, and/or federal regulations and laws, and as approved by the City. Red Oxx acknowledges that the Project is subject to applicable utility fees in place at the time a building permit is secured, or applied for, as to the construction and/or the extension of services to the Project or any portion thereof. Those fees shall be due and payable from Red Oxx, at the time of request for service extensions.

**Section 2. Construction and Maintenance of the Public Improvements.** Red Oxx will construct the Public Improvements as a part of the remodeling Project. Said Public Improvements shall be maintained by Red Oxx in a reasonable manner and at no cost to the City.

**Section 3. Assessments and Taxes.** Red Oxx acknowledges and understands that the Project will be assessed for real property taxes and at some time in the future may be assessed with respect to special improvement districts. In this regard, Red Oxx agrees to pay when due all special improvement district assessments and taxes.

**Section 4. Reimbursements.** Consistent with the Parties' desire that a portion of the Project Tax Increment Revenue, specific to this Project, be used to reimburse Red Oxx for the costs of Public Improvements, the City agrees to allocate up to and not to exceed \$45,319 or 45% of the estimated Project Tax Increment Revenue. It is understood that at no time shall Red Oxx be reimbursed for more than the portion of the cost of the total agreed upon qualified public improvements. The cost of said Public Improvements shall be subject to Audit by the City. The reimbursement will be made by the City to Red Oxx with a lump sum payable after the project is completed.

**Section 5. Obligation of the City.** The City intends to refund the portion of Red Oxx's costs for Public Improvements as set forth above to Red Oxx when, and to the extent, that the Project Tax Increment Revenues are received and a Certificate of Occupancy is granted by the City of Billings Building Division.

**Section 6. Entire Agreement.** This Agreement supercedes all prior written or oral understandings or negotiations that the Parties may have undertaken and constitutes the entire agreement between the Parties.

**Section 7. Governing Law.** This Agreement shall be governed by and construed in accordance with the applicable laws of the State of Montana. Venue shall be in Yellowstone County, Montana.

**Section 8. Construction.** If any provision of this Agreement is found to be invalid to any extent, the remainder of this Agreement shall not be affected thereby, and any such provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

**Section 9. Successors and Assigns.** The stipulations and agreements of this Agreement shall be binding upon the Parties' successors and assigns.

**Section 10. Notices.** Any notice, demand or request under this Agreement shall be delivered in person or sent via U.S. Certified Mail, postage prepaid, to the Parties at the following addresses:

City of Billings  
510 N Broadway, 4<sup>th</sup> Floor  
Billings, MT 59103  
Attn: TIF Coordinator

Red Oxx LLC  
310 N 13th Street  
Billings, MT 59101  
Attn: Jim Markel

Billings Industrial Revitalization District Inc.  
P.O Box 197  
Billings, Montana 59103

**Section 11. Attorney Fees.** If it becomes necessary for any party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement, or to give any notice required herein, then the prevailing party shall be entitled to recover from the other party its' reasonable attorney fees and costs.

**Section 12. Amendments.** Amendments or modifications to this Agreement or any provisions herein shall be made in writing by the party requesting the change and upon written acceptance and execution by all parties shall become a part of this Agreement.

**Section 15. Force Majeure.** For the purposes of this Agreement "Force Majeure" shall mean any act of God, fire, earth movement, flood, explosion, action of the elements, war, invasion insurrection, acts of terrorism, riot, mob violence, sabotage, inability to procure general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, action of labor unions (unless provoked in bad faith violation of any labor laws by the party claiming its obligation or undertaking was prevented or delayed ), condemnation, requisition, laws, orders of governmental or civil or military or naval authorities, or any other cause, similar to the foregoing, not within the

control of such party, provided, however, Force Majeure, shall not include lack of funds or inability of obtain financing. During any time period in which an element of Force Majeure may exist, the Parties hereto are excused as to any performance substantially affected thereby.

**Section 16. Parties to this Agreement.** The only parties to this Agreement are Red Oxx and the City, and except as stated in this section nothing herein should be held to give rise to claims of third parties. This Agreement establishes a right of reimbursement for the cost of Public Improvements paid by Red Oxx and the City shall honor that obligation as set forth herein.

**IN WITNESS WHEREOF**, the Parties have set their hands and seals the day and year first above written.

**CITY OF BILLINGS**

By: \_\_\_\_\_  
Mayor

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

**RED OXX LLC**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Billings Industrial Revitalization District Inc. is not a party to the agreement but approves and accepts the terms and conditions of the Agreement under it's authority granted under the Urban Renewal District Plan.

**BILLINGS INDUSTRIAL REVITALIZATION  
DISTRICT INC.**

By: \_\_\_\_\_

**Its: President**

**Attest:** \_\_\_\_\_

**Its: Secretary**

**STATE OF MONTANA** )  
:ss  
**County of Yellowstone** )

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2012, by \_\_\_\_\_ and \_\_\_\_\_, respectively as Mayor and City Clerk or of the City of Billings.

Sign: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public for the State of Montana  
Residing at Billings, MT  
My Commission expires: \_\_\_\_\_

SEAL

**ACKNOWLEDGEMENT NEXT PAGE**

**STATE OF MONTANA** )  
:ss  
**County of Yellowstone** )

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2012, by \_\_\_\_\_, the \_\_\_\_\_, of Red Oxx .

Sign: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public for the State of Montana  
Residing at Billings, MT  
My Commission expires: \_\_\_\_\_

SEAL

**STATE OF MONTANA** )  
:ss  
**County of Yellowstone** )

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_,  
2012, by \_\_\_\_\_, the \_\_\_\_\_,  
of Billings Industrial Revitalization Distrct.

SEAL

Sign: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public for the State of Montana  
Residing at Billings, MT  
My Commission expires: \_\_\_\_\_

DRAFT



## MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS

December 13, 2011

- 1.) Meeting called to order at 1:17 PM
- 2.) Approval of Previous Board Meeting Minutes.  
Motion made by Marshall Knick, Second by Ken Kunkel  
Approved
- 3.) Treasurers Report – Kelly  
Report made by Kelly McCarthy related to financial activity of the BIRD. Invoices for 2011 and 2012 dues submitted, will be sent out as soon as possible.
- 4.) Board Member Reports - None
- 5.) Old Business

Two way street conversion project completed! Discussion related to the reception of the conversion by the property owners.

Master Plan Districts

GSA Federal Building Update – SHPO Documentation is complete and approved. This is a crucial first step in the federal process.

Report of the TIGER 3 Grant application meeting of 11/9/2011 at Metra Park Lobby to discuss landowner

concerns – Discussion related to this meeting and the impact of the project on the property owners.

Update regarding property owner relations

EBURD Sign Code Discussion and activity – Candi Beaudry is preparing a comparison of the three sign codes and will discuss this with Marty and with Steve Zeier.

RedOxx – Application has been submitted, to be included in packet.

Discussion related to the RedOxx project and how the TIF funds can be used for this project. A spreadsheet was discussed that outlined the impact of the project on the district and what revenues will be added to the district as a result of this project. Discussion related to the impacts that are in the public right of way that reimbursable. A motion was made by Matthew McDonnell, seconded by Kelly McCarthy to provide funding in the suggested amount of up to \$45,319 with final reimbursement calculated on final accounting of eligible expenses. Motion approved.

6.) New Business

Mini Master Plan for the West End - \$1000 committed from the Boyer Group for this master planning effort. Still have some more funds to raise.

EBURD Code Process – Draft is available and needs to be reviewed by all parties.

BIRD Window Stickers – Idea of having stickers to indicate businesses that are BIRD members. Motion to proceed was made by Matthew McDonnell. Seconded by Ken Kunkel.

Back In Diagonal Parking Update – Debi Meling and Dave Mumford have no objections but the street sections need to be reviewed as part of the EBURD Code process.

7.) Announcements - None

8.) Meeting adjourned at 2:22 PM

**Regular City Council Meeting**

**Meeting Date:** 10/09/2012

**TITLE:** Parameters Resolution for the Refunding of General Obligation Bonds Series 2004A and 2007B

**PRESENTED BY:** Patrick M Weber

**Department:** City Hall Administration

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**Information**

**PROBLEM/ISSUE STATEMENT**

Two General Obligation bonds are candidates for refunding with a present value savings of over 3%.

- Series 2004A was issued to finance work on Zimmerman, South Billings Boulevard and Alkali Creek Road. The bond was issued in 2004 for \$5,200,000 for 20 years with an interest rate of 3.5%. Based on preliminary market analysis, the estimated net present savings is \$187,000.
- Series 2007B was one of the two bonds issued for the construction of Dehler Park. The bond was issued for \$1,800,000 for ten years with an interest rate of 4.18%. Based on preliminary market analysis, the estimated net present savings is \$58,800.

The proposed resolution authorizes the Finance Director to proceed with the refunding of the bonds in a negotiated sale.

**ALTERNATIVES ANALYZED**

The Council may:

- Approve the resolution: or
- Not approve the resolution

**FINANCIAL IMPACT**

The refunding bonds are being issued to reduce future interest costs.

**RECOMMENDATION**

Staff recommends that the City Council approve the attached resolution authorizing the sale .

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

parameters resolution

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CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. \_\_\_\_\_, entitled: "RESOLUTION RELATING TO UP TO \$4,250,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A AND UP TO \$1,250,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012B; AUTHORIZING THE ISSUANCE AND PRIVATE NEGOTIATED SALE THEREOF" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a regular meeting on October 9, 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 officially this 9th day of October, 2012.

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

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

RESOLUTION RELATING TO UP TO \$4,250,000 GENERAL  
OBLIGATION REFUNDING BONDS, SERIES 2012A AND UP  
TO \$1,250,000 GENERAL OBLIGATION REFUNDING  
BONDS, SERIES 2012B; AUTHORIZING THE ISSUANCE  
AND PRIVATE NEGOTIATED SALE THEREOF

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

Section 1. Recitals.

1.01. At an election duly called and held on November 4, 2003, the electors of the City authorized the issuance and sale of general obligation bonds in the principal amount of \$5,200,000. Pursuant to such authorization, this Council issued and sold general obligation bonds of the City denominated “General Obligation Bonds, Series 2004A,” in the original aggregate principal amount of \$5,200,000 (the “Series 2004A Bonds”), for the purpose of paying for a portion of the costs of the improvements to certain major arterials on Alkali Creek Road from the Airport Road Intersection to Senators Boulevard Intersection; on Arlene Corridor from Poly Drive to Broadwater Avenue which results in a north to south connection from Highway 3 to I-90; and on South Billings Boulevard from Laurel Road to King Avenue East Intersection.

1.02. At an election duly called and held on November 7, 2006, the electors of the City authorized the issuance and sale of general obligation bonds in the principal amount of \$12,500,000. Pursuant to such authorization, this Council issued and sold general obligation bonds of the City denominated “General Obligation Bonds, Series 2007B,” in the original aggregate principal amount of \$1,800,000 (the “Series 2007B Bonds”), for the purpose of paying the costs of designing, constructing and equipping a new professional baseball stadium and related improvements in athletic park.

1.03. It is proposed that there be paid, redeemed and defeased by issuing refunding bonds in one or more series, all or a portion (depending on market conditions) of the Series 2004A Bonds with stated maturities on and after July 1, 2013 and outstanding in the aggregate principal amount of \$3,505,000 (the “Series 2004A Refunded Bonds”), and all or a portion (depending on market conditions) the Series 2007B Bonds with stated maturities on and after July 1, 2013 and outstanding in the aggregate principal amount of \$990,000 (the “Series 2007B Refunded Bonds”). The Series 2004A Refunded Bonds and the Series 2007B Refunded Bonds are collectively referred to herein as the “Refunded Bonds”.

Section 2. Authorization.

2.01. For the purposes of reducing the interest cost on the Refunded Bonds and reducing the taxes necessary to pay the principal of and interest on the Refunded Bonds, it is hereby determined that it is in the best interests of the City and the owners of taxable property therein for the City to pursue the sale of general obligation refunding bonds in order to refund all of the Refunded Bonds.

2.02. Pursuant to Montana Code Annotated, Sections 7-7-4301 and 7-7-4316, this Council hereby authorizes the City to proceed with the issuance and sale of its (a) General Obligation Refunding Bonds, Series 2012A (the “Series 2012A Refunding Bonds”) for the purpose of refunding the Series 2004A Refunded Bonds and (b) General Obligation Refunding Bonds, Series 2012B (the “Series 2012B Refunding Bonds”) for the purpose of refunding the Series 2007B Bonds, each in an aggregate principal amount necessary to provide funds, with other available funds of the City, if any, to pay interest on and principal of the Series 2004A Refunded Bonds and the Series 2007B Refunded Bonds, respectively, and pay costs of issuance of the Refunding Bonds, as determined by the officers of the City identified pursuant to Section 3 and within the limitations therein established so as to maximize debt service savings.

### Section 3. Negotiated Sale and Terms.

3.01. Pursuant to Sections 7-7-4302, 7-7-4254 and 17-5-107, Montana Code Annotated, this Council hereby determines that it is in the best interests of the City to sell the Refunding Bonds at a private negotiated sale to Piper Jaffray & Co., Denver, Colorado (together, the “Purchaser”).

3.02. The Series 2012A Refunding Bonds shall be sold to the Purchaser on the terms and at a purchase price subject to the following limitations and conditions: (1) the aggregate principal amount of the Series 2012A Refunding Bonds shall not exceed \$4,250,000; (2) the maximum true interest cost on the Series 2012A Refunding shall not exceed 2.50% per annum; (3) the average annual interest rate on the Series 2012A Refunding Bonds shall be at least one-half of one percent (0.50%) less than the average annual interest rate on each Series 2004A Refunded Bond; and (4) the purchase price of the Series 2012A Refunding Bonds shall not shall not be less than 99% of the principal amount thereof, exclusive of original issue premium or discount.

3.03. The Series 2012B Refunding Bonds shall be sold to the Purchaser on the terms and at a purchase price subject to the following limitations and conditions: (1) the aggregate principal amount of the Series 2012B Refunding Bonds shall not exceed \$1,250,000; (2) the maximum true interest cost on the Series 2012B Refunding shall not exceed 1.50% per annum; (3) the average annual interest rate on the Series 2012B Refunding Bonds shall be at least one-half of one percent (0.50%) less than the average annual interest rate on each Series 2007B Refunded Bond; and (4) the purchase price of the Series 2012B Refunding Bonds shall not shall not be less than 99% of the principal amount thereof, exclusive of original issue premium or discount.

3.04. The City Administrator and the City Finance Director in consultation with Springsted Incorporated, the City’s Financial Advisor, are hereby authorized and directed to approve the principal amount, maturity dates, interest rates and redemption provisions of the Bonds and compensation to the Purchaser, subject to the limitations contained in this Section 3. Upon approving such terms, the City Administrator and the City Finance Director are hereby authorized and directed to approve, execute and deliver to the Purchaser a bond purchase agreement (the “Bond Purchase Agreement”), containing the agreement of the City to sell, and the agreement of the Purchaser to purchase, the Refunding Bonds on the terms so approved, and containing such other provisions as such officers shall deem necessary and appropriate. In the

event of the absence or disability of the City Administrator and City Finance Director, the Mayor or Deputy City Administrator shall make such approvals and execute and deliver the Bond Purchase Agreement. The execution and delivery by appropriate officers of the City of the Bond Purchase Agreement shall be conclusive as to the approval of such officers of the terms of the Refunding Bonds and the agreement of the City to sell the Bonds on such terms in accordance with the provisions thereof.

Section 4. Official Statement. The City Finance Director, in consultation with Springsted Incorporated, the Purchaser and Dorsey & Whitney LLP, the City's bond counsel, are authorized to prepare on behalf of the City an Official Statement, to be distributed by the Purchaser to prospective purchasers of the Refunding Bonds. The Official Statement shall contain such information as shall be advisable and necessary to describe accurately the City and the security for, and the terms and conditions of, the Refunding Bonds. The City Administrator and City Finance Director are authorized on behalf of the Council to deem the Preliminary Official Statement near "final" as of its date, in accordance with Rule 15c2-12(b)(1) under the Securities Exchange Act of 1934.

Section 5. Continuing Disclosure. To permit the Purchaser and other participating underwriters in the primary offering of the Refunding Bonds to comply with paragraph (b)(5) of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, the City will covenant and agree, for the benefit of the registered holders and beneficial owners from time to time of the outstanding Refunding Bonds, to provide annual reports of specified information and notice of the occurrence of certain events. A description of the undertaking is set forth in the Preliminary Official Statement.

PASSED AND APPROVED by the City Council of the City of Billings, Montana, this 9th day of October, 2012.

\_\_\_\_\_  
Mayor

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

**Regular City Council Meeting**

**Meeting Date:** 10/09/2012

**TITLE:** Public Hearing and First Reading of an Ordinance Amending the City Subdivision Regulations

**PRESENTED BY:** Candi Beaudry

**Department:** Planning & Community Services

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**Information**

**PROBLEM/ISSUE STATEMENT**

On January 13, 2012, Montana Attorney General (AG), Steve Bullock, issued an opinion in response to a question from the Missoula County Attorney regarding the state's review requirements for subdivisions for rent or lease. Specifically, among other things, the AG opinion established that developments that have more than one building for rent or lease on a single tract of land are in fact subdivisions for rent or lease, and need to be reviewed as subdivisions under the Montana Subdivision and Platting Act. This opinion is different from how the City of Billings has been reviewing these types of developments under Article 23-600 of our local Subdivision Regulations. Therefore, the City Subdivision Regulations are in conflict with State law and should be updated to be consistent with it.

Since January, Planning staff has been informing the development community of the new AG opinion, and looking carefully at all new developments proposed for rent or lease. Planning staff, in consultation with City Legal and other affected City Departments, has also drafted amendments to the City of Billings Subdivision Regulations, and is now prepared to bring them forward to City Council for consideration. The City-County Planning Board held a public hearing and reviewed the proposed amendments to the City Subdivision Regulations on August 28, 2012. The Planning Board failed to make a recommendation on the amendments at that meeting. The City Council must hold a public hearing on the proposed amendments and decide whether to adopt them.

**ALTERNATIVES ANALYZED**

The City Council may:

- Approve the proposed changes to Article 23-600 of the City Subdivision Regulations;
- Approve the proposed changes with amendments; or
- Not approve the proposed changes. If the City Council chooses to not approve the amendments, the City's Subdivision Regulations will be in conflict with State law

**FINANCIAL IMPACT**

There are no foreseen financial impacts to the City for adopting the Amendments to Article 23-600 of the City Subdivision Regulations.

**BACKGROUND**

The Montana Subdivision and Platting Act (76-3-101, et seq., MCA) was established in 1973 to provide guidance to local governments in Montana when regulating the division of land. The Act is intended to provide consistency of subdivision review throughout the state by providing review criteria and procedures, and mandating local governments to adopt their own subdivision regulations in compliance with the provisions of the Act. Through the years, the Act has been amended, re-interpreted, and updated numerous times necessitating local governments to update their own regulations. In January of this year, one such re-interpretation by the Montana AG caused many local governments, including the City of Billings, to change how they review 'subdivisions for rent or lease.'

Currently, the City Subdivision Regulations define a subdivision for rent or lease as when any portion of a parcel is rented or leased for the purposes of situating a temporary or permanent residential or commercial structure owned by the renter or lessee. This definition was derived from the advice of a previous AG's interpretation of the Act, and essentially ties the rent/lease action to the land itself, not the structures placed on the land. Primarily, under the current definition, manufactured home parks and RV parks were the developments subject to subdivision for rent/lease review.

The 2012 AG Opinion states that a subdivision for rent or lease is actually a development that has more than one building for rent or lease on a single tract of land, therefore tying the rent/lease action to the buildings or structures on the land. Because of this, now any development that has multiple buildings being rented on a single tract will need to undergo subdivision review. This will include multi-building apartment complexes, self-storage complexes, business parks on lease land, etc.

The proposed amendments are an effort to do a few things. First, to redefine the term subdivision for rent or lease, and establish some parameters for what type of development needs to be reviewed, under the new interpretation of the Act. Second, the amendments establish a review process and development standards for these developments. And lastly, the amendments exempt subdivisions for rent or lease from the existing Master Site Plan review, that is required when multiple buildings are being placed on lots.

## **STAKEHOLDERS**

There were no public comments received at the Planning Board's Public Hearing held on August 28, 2012. However, Planning Staff met with several interest groups prior to the Public Hearing to explain the need for the updates and to go over the proposed amendments. These groups included the Homebuilders' Association, the Billings Association of Realtors, and the Development Process Advisory Review Board. Also, email notices were sent out to nearly 300 patrons of the Planning Division, and the proposed amendments were made available on-line and in paper form.

The Planning Board failed to pass a motion with a recommendation to the City Council regarding the proposed amendments to the City Subdivision Regulations. The Boardmembers expressed concern about the possible loophole in the law that allows a single, large, multi-unit apartment building to not be reviewed for its impacts, while two single-unit detached buildings for rent would be reviewed. The Board also indicated that the Legislature should address the problems in the law in the next session.

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

The proposed amendments will bring the City of Billings Subdivision Regulations into compliance with the Montana Subdivision and Platting Act, as it is currently written and interpreted.

**RECOMMENDATION**

Planning Staff recommends approval of the ordinance amending Article 23-600 of the City Subdivision Regulations. The Yellowstone County Planning Board failed to forward a recommendation to City Council on a 1 (yes) - 2 (no) vote with 3 members abstaining.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Ordinance for Subdivision for Rent/Lease

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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF BILLINGS PROVIDING THAT THE BILLINGS, MONTANA CITY CODE BE AMENDED BY REVISING SECTIONS 23-601, 23-602, 23-603, 23-605, and 23-606; PROVIDING UPDATES TO THE SUBDIVISION REGULATIONS.

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

**Section 1.** That Section 23-601 of the Billings, Montana, City Code be amended so that such section shall read as follows:

**Section 23-601. General.**

- A. **Purpose.** A subdivision for rent or lease is a development created in order that more than one building, structure, or other improvement on a single tract of record can be rented or leased. For the purpose of this Article, 'Building, structure, or other improvement' means any building, vehicle, or other place suitable for human occupancy or night lodging of persons, or for carrying on business, whether or not a person is actually present. A subdivision for rent or lease includes, but is not limited to an area that provides or will provide multiple spaces for recreational camping vehicles or mobile homes, or multiple buildings for rent or lease whether residential or commercial. A subdivision for rent or lease does not include structures such as billboards, cellular towers, drill rigs, agricultural buildings or improvements, accessory structures rented or leased by the same party who is renting or leasing a principle structure, other similar structures as determined by the governing body or designee. ~~created when any portion of a parcel is rented or leased for the purposes of situating a temporary or permanent residential or commercial structure owned by the renter or lessee. The rented/leased land is owned as one (1) parcel under single ownership, which can include a number of persons owning the property in common. Examples of subdivisions for rent or lease include, but are not limited to, manufactured home parks and recreational vehicle parks.~~
- B. **Review & approval required.** Subdivisions ~~created by~~ for rent or lease are exempt from the survey and filing requirements of the Montana Subdivision and Platting Act (MSPA), but must be submitted for review and approval by the governing body before portions thereof may be rented or leased (76-3-208, MCA). Approval must be based on the criteria found in Article 23-300 of these Regulations.

The number of individual units with water and/or wastewater facilities shall determine the level of review under Article 23-300 (i.e. major, minor, or expedited) as follows:

- a. Zero to two (0-2) units with water and/or wastewater services, meeting all other criteria found in Section 23-305.A. of these regulations shall be reviewed as a subdivision qualifying for expedited review under Section 23-305.

- b. Zero to two (0-2) units with water and/or wastewater services not meeting one or more of the criteria found in Section 23-305.A. of these regulations shall be reviewed as a first minor subdivision under Section 23-303.
- c. Three to five (3-5) units with water and/or wastewater services shall be reviewed as a first minor subdivision under Section 23-303.
- d. Six or more (6+) units with water and/or wastewater services shall be reviewed as a major subdivision under Section 23-302.

C. **Zoning requirements.** Subdivisions for rent or lease shall follow ~~the~~ all applicable requirements outlined in the Unified Zoning Regulations (Article 27, BMCC). Sections 27-305 and 27-308, and any other applicable Sections of those Regulations.

**Section 2.** That Section 23-602 of the Billings, Montana, City Code be amended so that such section shall read as follows:

**Section 23-602. Review Procedures.**

**A. Submittal requirements.**

1. Subdivisions for rent or lease require submittal of those requirements outlined in Article 23-300 of these Regulations except that the subdivider shall submit ~~an~~ unsurveyed final plans drawn to scale, rather than a final plats.
2. Supplementary materials. In addition to the submittal requirements outlined in Article 23-300, preliminary and final plans and submittals for subdivisions for rent or lease shall include show the following:
  - a. A layout of all spaces, buildings, or structures proposed for rent or lease.
  - b. Location of common areas and facilities.
  - c. Parks and/or recreation areas, if required by Article 23-1000, of these Regulations.
  - d. Landscaping plan, if required by Section 23-603.E.2, ~~below~~ or Section 27-805, 27-912, Section 27-1006, Article 27-1100 or Article 27-1400, BMCC, as applicable.
  - e. A Traffic Impact Analysis, if required by Section 23-406.B.4., BMCC.
  - f. A Stormwater Pollution Protection Plan (SWPPP) for developments disturbing one acre or more.

- B. ~~Review Procedures.~~ Final Approval.** Subdivisions for rent or lease shall follow the applicable review procedures outlined in Article 23-300 of these Regulations. In lieu of a final plat, a final plan drawn to scale shall be submitted for approval by the governing body. The approved final plan shall be filed with the Yellowstone County Clerk & Recorder as an exhibit, not as a final plat.

**Section 3.** That Section 23-603 of the Billings, Montana, City Code be amended so that such section shall read as follows:

**Section 23-603.           Manufactured Home Park Development Requirements.**

**A. Manufactured home spaces.**

1. The number of allowed spaces is limited to what is approved on the final plan.
2. Manufactured home spaces must be arranged to permit the safe and practical placement and removal of manufactured homes.
3. All manufactured homes must meet the minimum setback requirements of Article 27-308, BMCC from all perimeter boundary lines. In the case where a boundary line is adjacent to an arterial street, all homes and accessory structures must meet setbacks as required in Article 27-602, BMCC.
4. The manufactured home pad must be located at least ten (10) feet from the street that serves it.
5. Location of space limits on the ground must be approximately the same as those shown on the approved plans. Precise surveying of space limits is not required either on the plans or on the ground.
6. The size of the manufactured home pad must be suitable for the general market to be served and must fit the dimensions of manufactured homes anticipated. At a minimum the pad should measure fourteen (14) feet wide and seventy (70) feet long. All pads shall be constructed of at least six (6) inches of gravel over a stabilized sub-base.
7. The total area occupied by a manufactured home and its roofed accessory buildings and structures may not exceed one-third (1/3) of the area of a space.
8. All manufactured homes shall be separated by a minimum of ~~sixteen (16)~~ fifteen (15) feet.
9. There shall be a minimum of fifteen (15) feet between all attached structures such as carports, awnings, decks, and stairs and any adjacent manufactured home.

10. There shall be a minimum of six (6) feet between detached structures and any adjacent manufactured home. Detached structures are defined as any structure that is more than six (6) feet away from the manufactured home.
11. A minimum of two (2) off-street parking spaces must be provided on or adjacent to each manufactured home space. The driveway must be located to allow for convenient access to the manufactured home, and be a minimum of ten (10) feet wide.
- ~~12. One (1) guest parking space must be provided for each ten (10) manufactured home spaces. Group parking may be provided.~~

## B. Streets.

1. All streets within a manufactured home park or recreational vehicle park shall be private.
2. Private streets shall be designed to provide access to all sites. No site shall have vehicular access to a public street. The streets shall be laid out to discourage through traffic and intersections with public streets shall be kept to a minimum.
3. ~~Streets shall be designed and built to meet current City Standards. may be designed for no on street parking, on street parking on one (1) side only or on street parking on both sides. All streets shall be paved to a typical crown section, an invert section or a straight warp section. All streets shall be bordered by either sidewalks meeting the current Americans with Disabilities Act (ADA) standards, a double gutter, integral curb and gutter or other method approved by the governing body on the uphill side of a street, but in all cases a sidewalk shall be required on at least one (1) side of the street.~~
- ~~4. The minimum back of curb to back of curb width for streets with no on street parking shall be twenty (20) feet. If a crown section is used, double gutter or curb and gutter shall be placed along both sides. If a warp section is used a sidewalk shall be placed along the uphill side and a double gutter or curb and gutter along the downhill side. The requirements of Section 23-407 (Storm Drainage) of these Regulations shall apply if curb and gutter are not utilized.~~
- ~~5. The minimum back of curb to back of curb width for streets with on street parking on one (1) side shall be twenty nine (29) feet. The requirements along the sides shall be the same as for streets with no on street parking except curb and gutter shall be required along the parking side.~~
- ~~6. The minimum back of curb to back of curb width for streets with on street parking along both sides shall be thirty four (34) feet. Curb and gutter shall be required along~~

~~both sides in all cases or comply with Section 23-407 (Storm Drainage) of these regulations.~~

~~7.4.~~ Curvilinear streets shall have no centerline curve with less than a one hundred (100) foot radius. At intersections, the inside edge of the paved street shall have a minimum of a twenty (20) foot radius.

~~8.5.~~ All streets shall intersect at an angle of ninety (90) degrees except where the subdivider can show just cause not to and with the approval of the governing body.

~~9.6.~~ The layout near street intersections shall be such that a clear vision area is maintained. Stopping sight distance on curves shall be as required on subdivision streets.

~~10.7.~~ All traffic-control devices used shall comply with the current edition of the Manual on Uniform Traffic Control Devices, published by the U.S. Department of Transportation.

C. **Fire protection.** The manufactured home park shall provide an adequate water supply for fire suppression needs, following the requirements as found in Section 23-413 of these Regulations. The means for fire protection shall be subject to approval by the local fire district and the governing body.

D. **Health standards/license requirement.** In addition to the criteria of this Section, manufactured home parks must also meet the minimum standards of the Montana Department of Public Health and Human Services (MDPHHS) under Title 50, Chapter 52, MCA and the requirements of the Montana Department of Environmental Quality (MDEQ) under Title 50, Chapter 60, MCA. The governing body shall not grant final approval of a manufactured home and/or recreational vehicle park until the subdivider first obtains the applicable licenses and approvals for the facility from MDPHHS and MDEQ.

E. **Additional provisions**

1. Manufactured home parks shall meet the parkland dedication requirements as outlined in Article 23-1000 of these Regulations.
2. Manufactured home parks located adjacent to industrial, commercial or lower-density residential land uses shall provide screening such as fences or natural growth along the property boundary lines separating the community from such adjacent uses.
3. All manufactured home parks shall have a sign near the main entrance showing the park layout.

4. Centralized mail delivery shall be provided at one or more locations within the park. Location and design of such group mail collection site(s) shall be reviewed and approved by the United States Postal Service and the Public Works department.
5. It shall be unlawful to operate a manufactured home park without holding a valid license issued by the Montana Department of Environmental Quality (MDEQ), to be renewed annually.

**Section 4.** That Section 23-605 of the Billings, Montana, City Code be amended so that such section shall read as follows:

**Section 23-605. Requirements for Developments Creating Multiple Buildings or Structures for Rent or Lease on a Single Tract of Record.**

**A. Overall Site Plan Review.**

1. In addition to items listed in Section 23-602.A.2., above, the site plan submittal shall include a parking and access plan, a storm drainage plan, utility locations, and building elevations.
2. The number of allowed units is limited to what is approved on the final plan.
3. The proposed development must meet all applicable zoning, site development, building and fire safety requirements of BMCC.

**B. Master Site Plan Review.**

For developments creating multiple buildings or structures for rent or lease on a single tract of record, review and approval of an overall site plan as described in Section 23-605.A., above, shall replace the Master Site Plan Review process as per Section 27-622, BMCC.

**Timing of Improvements.**

- ~~A. The subdivider shall install all required improvements before renting or leasing any portion of the subdivision. The governing body or designated agent will inspect all required improvements in order to ensure conformance with the approved construction plans and specifications. The subdivider shall guarantee all improvements for a period of one year from the date of written approval by the governing body or designated agent.~~
- ~~B. If the subdivider seeks approval of the final plan prior to the installation and completion of all required improvements, the subdivider shall enter into a written agreement with the governing body guaranteeing the construction and installation of all required improvements. This agreement shall specify which type of security arrangements the subdivider elects to use and the time schedule proposed for accomplishing the required~~

~~improvements. Acceptable monetary security guarantees are described in Article 23-500 of these Regulations.~~

**Section 5.** That Section 23-606 of the Billings, Montana, City Code be amended so that such section shall read as follows:

**Section 23-606.           Timing of Improvements.**

- A. The subdivider shall install all required improvements before renting or leasing any portion of the subdivision. The governing body or designated agent will inspect all required improvements in order to ensure conformance with the approved construction plans and specifications. The subdivider shall guarantee all improvements for a period of one year from the date of written approval by the governing body or designated agent.
  
- B. If the subdivider seeks approval of the final plan prior to the installation and completion of all required improvements, the subdivider shall enter into a written agreement with the governing body guaranteeing the construction and installation of all required improvements. This agreement shall specify which type of security arrangements the subdivider elects to use and the time schedule proposed for accomplishing the required improvements. Acceptable monetary security guarantees are described in Article 23-500 of these Regulations.

**Section 6.   EFFECTIVE DATE.** This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

**Section 7.   REPEALER.** All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

**Section 8.   SEVERABILITY.** If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 9<sup>th</sup> day of October, 2012.

PASSED, ADOPTED and APPROVED on second reading this 22<sup>nd</sup> day of October, 2012.

CITY OF BILLINGS

By \_\_\_\_\_  
Mayor

ATTEST:

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

**Regular City Council Meeting**

**Meeting Date:** 10/09/2012

**TITLE:** Curb Cut Variance - Kingston Place Condominiums - Variance # CC - 12 - 02

**PRESENTED BY:** David Mumford

**Department:** Public Works

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**Information**

**PROBLEM/ISSUE STATEMENT**

King Heights LLC, the developer of Kingston Subdivision, is proposing to construct a condominium complex consisting of 24 units on two of the lots within the subdivision. The units will be constructed in twelve (12) duplex structures with one (1) driveway for each structure. King Heights LLC is requesting a variance from the curb cut ordinance that limits the number of drive approaches per lot and the size of the drive approaches. This proposal has been reviewed by the City Engineer's Office and is found to be acceptable due to the fact that the proposed design reduces the number of curb cuts that would be needed to service 24 units if these were individual lots. The City Council has previously approved variances for similar lots consisting of multiple single family units with multiple drive approaches in other subdivisions.

**ALTERNATIVES ANALYZED**

The City Council may:

- Approve the variance; or
- Do not approve the variance. If this variance is denied, the owner will have to redesign the project to meet City Code.

**FINANCIAL IMPACT**

There is no direct financial impact to the City. Advertising costs for the public hearing are offset by the variance application fee.

**RECOMMENDATION**

Staff recommends that the City Council approve Variance #CC-12-02 for this property.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

[Attachment A - Kingston Place Condominiums](#)

[Attachment B - Kingston Place Condominiums](#)

[Attachment C - Kingston Place Condominiums](#)

[Attachment D - Kingston Place Condominiums](#)

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# Attachment A

## APPLICATION FOR VARIANCE

The undersigned as owner(s) of the following described property hereby request a Variance from the terms of the City of Billings-Section of the Site Development Ordinance.

1. Legal description of property: Lots 12 and 13, Block 1 of Kingston Place Subdivision  
Tax ID# Lot 12: A33683 Lot 13: A33685
2. Address (If unknown, contact the City Engineer's office) or general location: Kingston Ave. and Naples St.  
\_\_\_\_\_
3. Owner (s): King Heights LLC  
(Recorded Owner)  
2650 Overland Ave; Billings, MT 59102  
(Address)  
(406) 652-4873  
(Phone Number) (Email)
4. Agent (s): Sanderson Stewart  
(Name)  
1300 North Transtech Way, Billings, MT 59102  
(Address)  
(406) 656-5255 lsheets@sandersonstewart.com  
(Phone Number) (Email)
5. Section of the Site Development Ordinance that this request for variance applies to: \_\_\_\_\_  
Article 6-1208(h)(1) and Article 6-1208(h)(5)
6. Reason for request: See attached letter to Mr. Wayne Ware.  
\_\_\_\_\_  
\_\_\_\_\_
7. Covenants for deed restriction on the property: Yes \_\_\_\_\_ No ✓

I understand that the filing fee accompanying this application is not refundable, that it pays for the cost of processing, and that the fee does not constitute a payment for the variance requested. Also, that all the information presented is true and correct.

Signature:  Date: 8-24-2012  
(Recorded Owner)

Fee: \_\_\_\_\_ Receipt #: \_\_\_\_\_ Hearing Date: \_\_\_\_\_ Application # \_\_\_\_\_

# Attachment B



August 15, 2012

Mr. Wayne Ware  
Senior Engineering Technician  
City of Billings - Public Works Department  
2224 Montana Avenue  
Billings, MT 59101

Reference: Kingston Place Condominiums, Phase II  
Variance Request for City of Billings Municipal Code Article 6-1208(h)(1) and Article  
6-1208(h)(5)  
Project No. 98098.60

Dear Mr. Ware:

On behalf of our client, we are requesting a variance for the number of driveways, minimum width between curb cuts, maximum driveway width, and total combined width of all driveways (City of Billings Municipal Code Article 6-1208(h)(1) and Article 6-1208(h)(5)) for the Kingston Place Condominiums, Phase II on Naples St. and Kingston Ave. The development is located on Lots 12 and 13, Block 1 of Kingston Place Subdivision. The requested variance is to incorporate two driveways on Lot 12, Block 1 of Kingston Place Subdivision that are 30 feet wide and 47.3 feet wide with a width between curb cuts of 21.5 feet and street frontage of approximately 128 feet, and to incorporate nine driveways on Lot 13, Block 1 of Kingston Place Subdivision that are 30 feet wide with a maximum width between curb cuts of 18.2 feet and minimum width between curb cuts of 10 feet. The street frontage for Lot 13 is approximately 532 feet. Attached is a site exhibit, copy of recorded subdivision plat, and fee of \$200.00 for the variance request.

The proposed development of Lot 12, Block 1 has 128 feet of frontage, which by code may contain two driveways with a maximum driveway width of 30 feet, maximum width between curb cuts of 25 feet, and total combined driveway width of approximately 64 feet. Based on the City of Billings Unified Zoning Regulations, Lot 12, Block 1 being  $\pm$  34,579 square feet in area is allowed to have a maximum of three two-unit dwellings (Zoned R-70). Because of the dimensions of the lot, minimal street frontage, and the requirement of providing on-site stormwater storage, the proposed layout was developed in order to maximize the beneficial use of the site.

The proposed development of Lot 13, Block 1 has 532 feet of frontage, which by code may contain two driveways with a maximum driveway width of 30 feet, maximum width between curb cuts of 25

1300 North Transtech Way  
Billings, Montana 59102  
Phone 406.656.5255  
Fax 406.656.0967  
[www.sandersonstewart.com](http://www.sandersonstewart.com)

*File Copy*

# Attachement B (Con't)

Mr. Wayne Ware  
August 15, 2012  
Page 2

feet, and total combined driveway width of approximately 266 feet. Based on the City of Billings Unified Zoning Regulations, Lot 13, Block 1 being  $\pm$  94,873 square feet in area is allowed to have a maximum of nine two-unit dwellings (Zoned R-70). Because of the dimensions of the lot and requirement of providing on-site stormwater storage, the proposed layout was developed in order to maximize the beneficial use of the site. The proposed 30 foot driveways serve two dwelling units each.

The single-family lots located on the opposite side of Naples St. from Lot 13 and along Kingston Ave. are allowed, by code, to locate the edge of curb cuts a minimum of 5 feet from the property line, which makes it possible for curb cuts on neighboring lots to be 10 feet apart. Even though Lots 12 and 13 are each single-family lots, the proposed development will appear as if each two-unit structure was on a lot of its own with an average street frontage of 51 feet. With this appearance, the width between curb cuts and number of driveways would resemble those of neighboring single-family lots within the subdivision and surrounding area. Additionally, Naples St. and Kingston Ave. are residential streets with a low speed limit and traffic flows that will be typical of other residential streets; therefore, impact of the proposed driveways should be minimal.

Please provide a variance application for the City of Billings Municipal Code Article 6-1208(h)(1) and Article 6-1208(h)(5) for the Kingston Place Condominiums, Phase II on Naples St. and Kingston Ave. to the City Council. Feel free to contact me if you have any questions concerning this matter.

Sincerely,



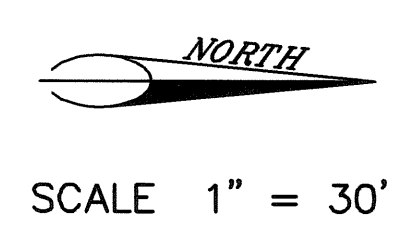
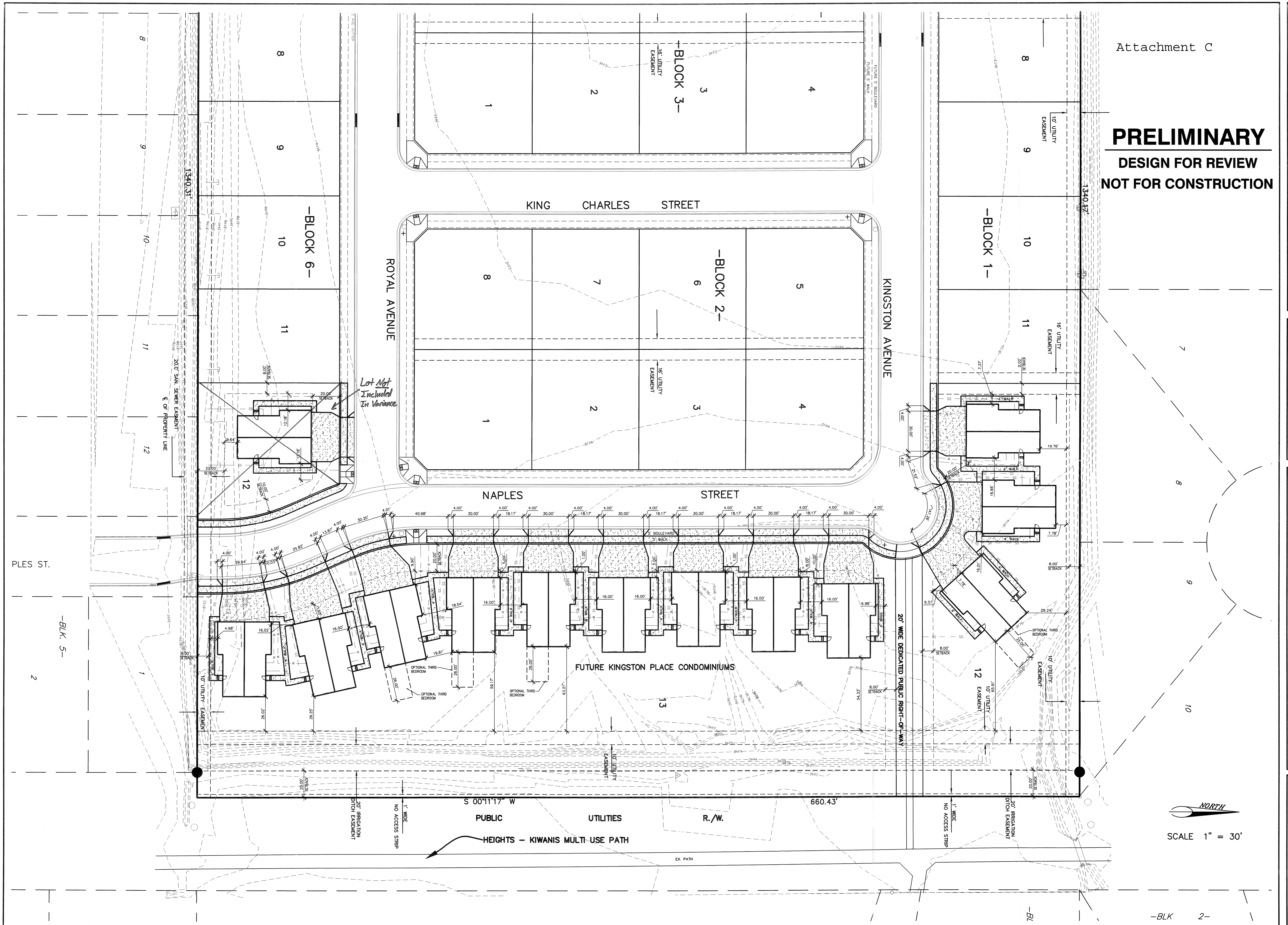
Leith Sheets  
Project Engineer

LTS/hg  
Enc.

1. Site Exhibit (3 Copies)
2. Copy of Recorded Subdivision Plat (3 Copies)
3. Variance Request Fee

P:98098.60\_Kingston\_Condos\_Ware\_Variance\_Ltr\_081512

**PRELIMINARY**  
**DESIGN FOR REVIEW**  
**NOT FOR CONSTRUCTION**



KINGSTON PLACE CONDOMINIUMS

KINGSTON PLACE SUBDIVISION - PHASE II  
BILLINGS, MONTANA

CONCEPT LAYOUT

C.A.D. DATE: \_\_\_\_\_  
LTS 08/07/12  
REVISIONS: \_\_\_\_\_

APPROVED BY: DDR  
QUALITY ASSURANCE: \_\_\_\_\_

SCALE: AS SHOWN  
FILE: Kingston\_Place\_Base  
PROJECT NO.: 98098.60  
SHEET 1 OF 1

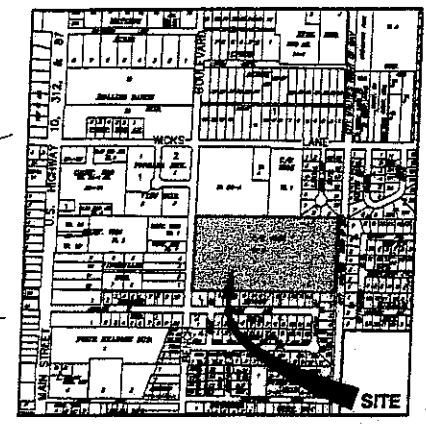
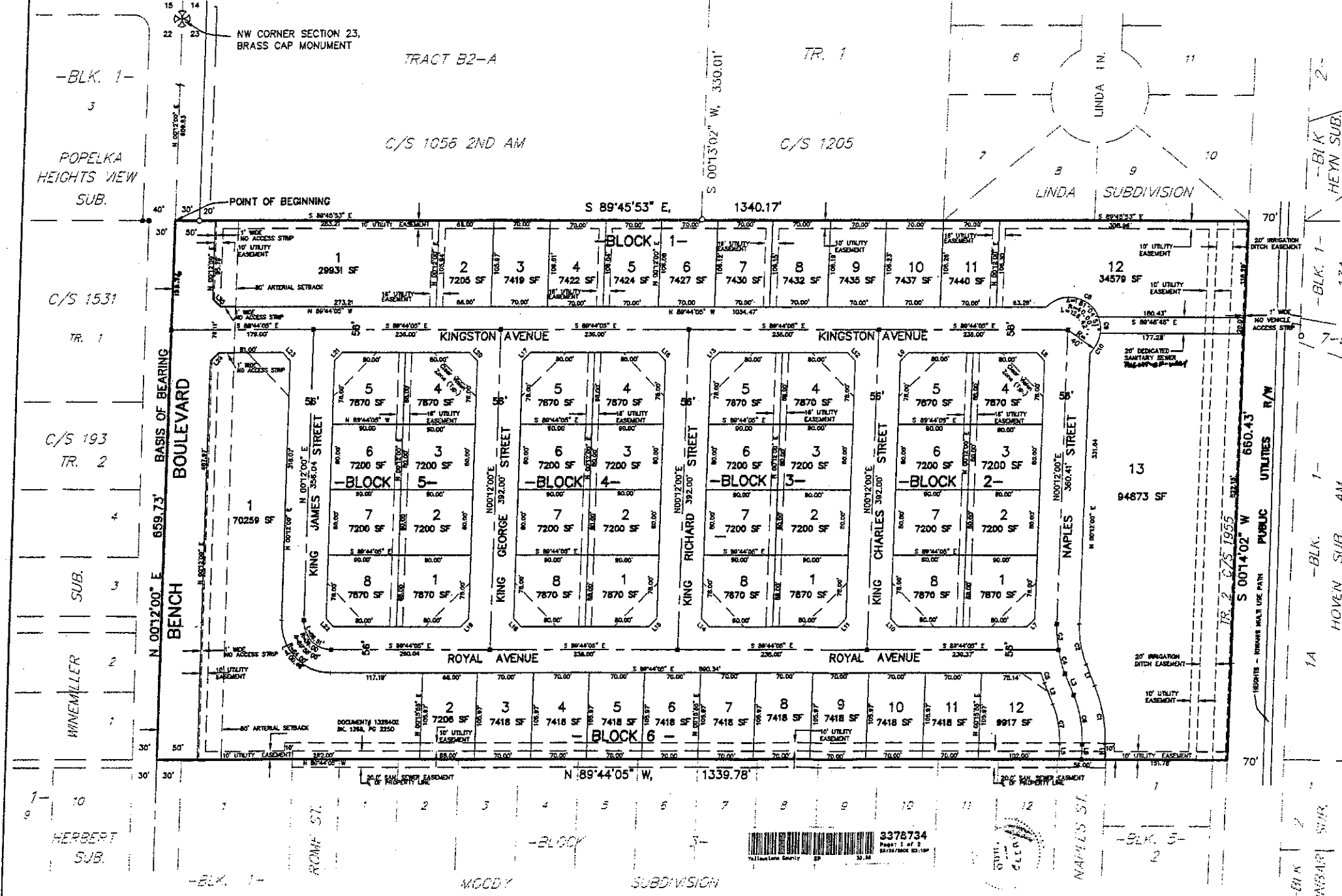
# Attachment D

## PLAT OF KINGSTON PLACE SUBDIVISION

BEING TRACT B1-A, OF SECOND AMENDED TRACT B, CERTIFICATE OF SURVEY No. 1056  
AND TRACT 2 OF CERTIFICATE OF SURVEY No. 1955  
SITUATED IN THE NW 1/4 OF SEC. 23, T. 1 N., R. 26 E., P.M.M.  
CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR: KING HEIGHTS, L.L.C.  
PREPARED BY: ENGINEERING, INC.  
SCALE: 1" = 60'

OCTOBER, 2005  
BILLINGS, MONTANA



VICINITY MAP  
NOT TO SCALE

- BASIS OF BEARING = CENTERLINE OF BENCH BOULEVARD AS SHOWN ON CERTIFICATE OF SURVEY No. 1056
- = FOUND SURVEY MONUMENT, AS NOTED
  - ✕ = SET 5/8" X 18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "ENGINEERING INC., BILLINGS MT"
  - = SET INTERSECTION MONUMENT, 5/8" X 18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "ENGINEERING INC., BILLINGS MT". WILL BE REPLACED WITH BRASS CAP MONUMENT BOX UPON COMPLETION OF STREET IMPROVEMENTS.

LINE	LENGTH	BEARING
L1	28.58	S89°45'53" E
L2	28.58	S89°45'53" E
L3	28.58	S89°45'53" E
L4	28.58	S89°45'53" E
L5	28.58	S89°45'53" E
L6	28.58	S89°45'53" E
L7	28.58	S89°45'53" E
L8	28.58	S89°45'53" E
L9	28.58	S89°45'53" E
L10	28.58	S89°45'53" E
L11	28.58	S89°45'53" E
L12	28.58	S89°45'53" E
L13	28.58	S89°45'53" E
L14	28.58	S89°45'53" E
L15	28.58	S89°45'53" E
L16	28.58	S89°45'53" E
L17	28.58	S89°45'53" E
L18	28.58	S89°45'53" E
L19	28.58	S89°45'53" E
L20	28.58	S89°45'53" E
L21	28.58	S89°45'53" E
L22	28.58	S89°45'53" E
L23	28.58	S89°45'53" E
L24	28.58	S89°45'53" E
L25	28.58	S89°45'53" E

CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	74.80	178.00	22.89°	73.07	S11°22'27" W
C2	52.83	122.00	22.89°	51.44	S11°22'27" W
C3	52.83	122.00	22.89°	51.44	S11°22'27" W
C4	52.83	122.00	22.89°	51.44	S11°22'27" W
C5	52.83	122.00	22.89°	51.44	S11°22'27" W
C6	52.83	122.00	22.89°	51.44	S11°22'27" W
C7	52.83	122.00	22.89°	51.44	S11°22'27" W
C8	52.83	122.00	22.89°	51.44	S11°22'27" W
C9	52.83	122.00	22.89°	51.44	S11°22'27" W
C10	52.83	122.00	22.89°	51.44	S11°22'27" W
C11	52.83	122.00	22.89°	51.44	S11°22'27" W
C12	52.83	122.00	22.89°	51.44	S11°22'27" W
C13	52.83	122.00	22.89°	51.44	S11°22'27" W
C14	52.83	122.00	22.89°	51.44	S11°22'27" W
C15	52.83	122.00	22.89°	51.44	S11°22'27" W
C16	52.83	122.00	22.89°	51.44	S11°22'27" W
C17	52.83	122.00	22.89°	51.44	S11°22'27" W
C18	52.83	122.00	22.89°	51.44	S11°22'27" W
C19	52.83	122.00	22.89°	51.44	S11°22'27" W
C20	52.83	122.00	22.89°	51.44	S11°22'27" W

3378734  
Page 1 of 3  
Billings, Montana

File Copy

**Regular City Council Meeting**

**Meeting Date:** 10/09/2012

**TITLE:** Off Street Parking Variance - Panda Express - 1633 Main Street - Variance #  
OP - 12 - 03

**PRESENTED BY:** David Mumford

**Department:** Public Works

---

**Information**

**PROBLEM/ISSUE STATEMENT**

Coldwater Portfolio Partners, LLC is proposing to locate a Panda Express restaurant in the existing mini mall at 1633 Main Street, on Lot 1, Block 1, of Wal-Mart Subdivision.

The property currently provides 54 off-street parking stalls and meets the city off-street parking standards based on current usage. The addition of the Panda Express creates a change in use and requires 4 additional off-street parking stalls or a total of 58 for the mini mall. The entire site and surrounding area is developed and there is no area in which additional parking may be added or expanded. Therefore, Coldwater Portfolio Partners, LLC, is requesting a variance from City Code Section 6-1203 to reduce the number of off-street parking stalls required. The applicant has submitted an application for the variance (Attachment A), a proposed Site Plan Layout (Attachment B) and several pictures of the existing site (Attachments C thru I).

City staff has reviewed the number of off street parking stalls proposed with this development and has determined that the number of off street parking stalls being provided on site is adequate and the variance will have no adverse impacts on the surrounding properties or effect on traffic flow.

**ALTERNATIVES ANALYZED**

The City Council may:

- Approve the variance; or
- Not approve the variance. If this variance is denied, the owner’s options to meet the requirements of the Site Development Ordinances will require redesign with a reduction in the size of the facility or relocating to a larger property that would allow for the additional off street parking stalls.

**FINANCIAL IMPACT**

There is no direct financial impact to the City. Advertising costs for the public hearing are offset by the variance application fee.

**RECOMMENDATION**

Staff recommends that the City Council approve the variance to allow the reduction from the required 58 off street parking stalls to 54 stalls.

**APPROVED BY CITY ADMINISTRATOR**

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## **Attachments**

Attachment A - Panda Express - 1633 Main Street

Attachment B - Panda Express - 1633 Main Street

Attachment C - Panda Express - 1633 Main Street

Attachment D - Panda Express - 1633 Main Street

Attachment E - Panda Express - 1633 Main Street

Attachment F - Panda Express - 1633 Main Street

Attachment G - Panda Express - 1633 Main Street

Attachment H - Panda Express - 1633 Main Street

Attachment I - Panda Express - 1633 Main Street

---

# Attachment A

## APPLICATION FOR VARIANCE

The undersigned as owner(s) of the following described property hereby request a Variance from the terms of the City of Billings-Section of the Site Development Ordinance.

1. Legal description of property: Wal-Mart SUBD, S15, T01N, R26E, BLOCK 1, LOT 1, (01)

Tax ID#A29841

2. Address (If unknown, contact the City Engineer's office) or general location: 1633 Main Street, Suite E

3. Owner (s): Coldwater Portfolio Partners, LLC

(Recorded Owner)

330 Intertech Parkway, Suite 300, Angola, IN 46703

(Address)

(Phone Number)

(Email)

4. Agent (s): Gary Wang (Gary Wang & Associates)

(Name)

1255 Corporate Center Drive, Suite 8, Monterey Park, CA 91754

(Address)

(626) 288-6898

(Phone Number)

gary@garywang.com

(Email)

5. Section of the Site Development Ordinance that this request for variance applies to: Section 6-1203

6. Reason for request: Existing off-street parking total is 54. Based on section 6-1203 the change of use for Panda Express will cause the minimum required off-street parking total to be 58

7. Covenants for deed restriction on the property: Yes \_\_\_\_\_ No \_\_\_\_\_

I understand that the filing fee accompanying this application is not refundable, that it pays for the cost of processing, and that the fee does not constitute a payment for the variance requested. Also, that all the information presented is true and correct.

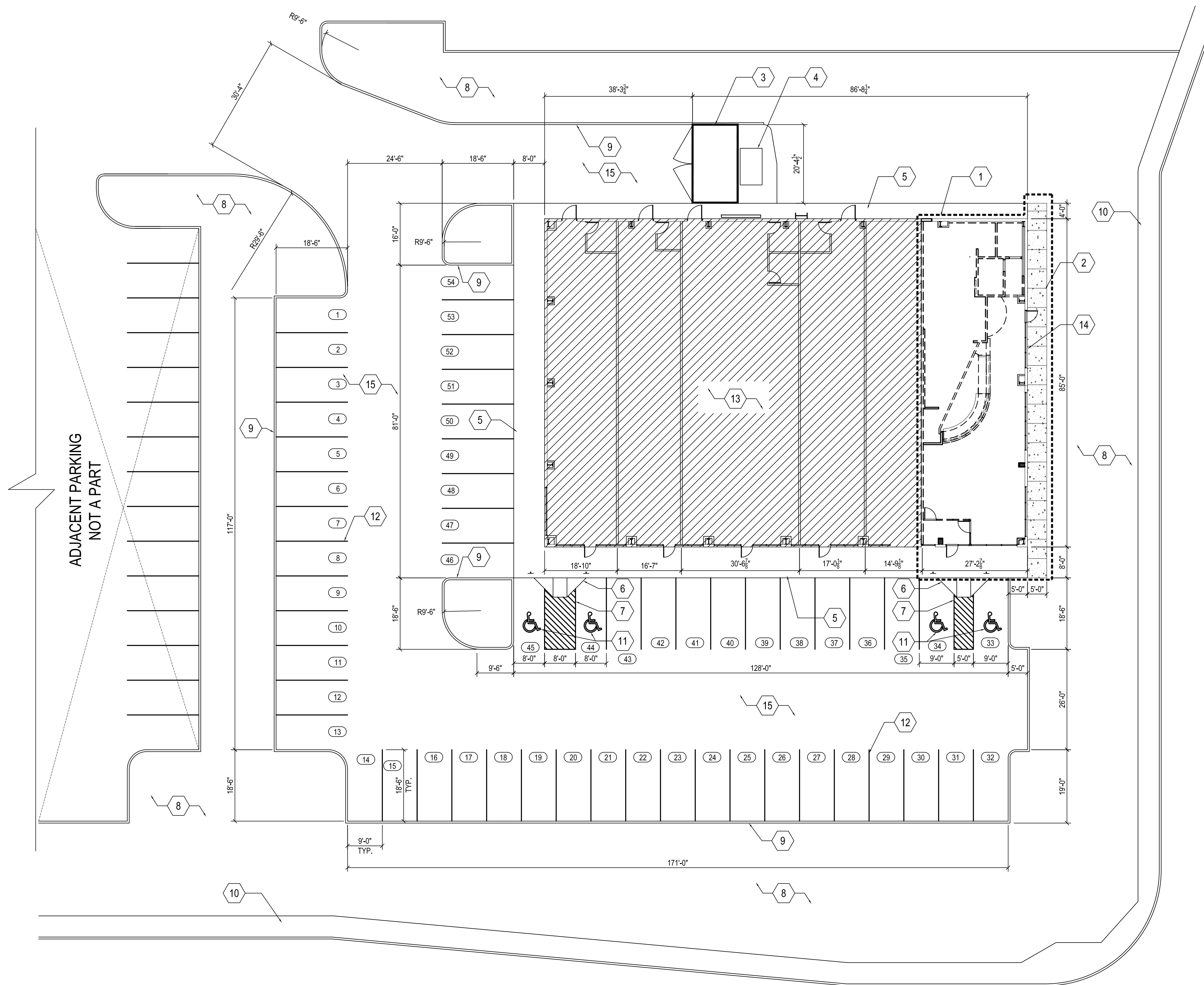
Signature: \_\_\_\_\_

(Recorded Owner)

Date: 8-28-12

Fee: \_\_\_\_\_ Receipt #: \_\_\_\_\_ Hearing Date: \_\_\_\_\_ Application # \_\_\_\_\_

Attachment B - Site Plan & Layout



ADJACENT PARKING  
NOT A PART

WICKS LN.

MAIN STREET



- 1 LIMIT OF CONSTRUCTION
  - 2 NEW CONCRETE SIDEWALK
  - 3 EXISTING TRASH ENCLOSURE
  - 4 EXISTING TRANSFORMER
  - 5 EXISTING SIDEWALK
  - 6 EXISTING ACCESSIBLE CURB RAMP
  - 7 EXISTING ACCESSIBLE LOADING ZONE
  - 8 EXISTING LANDSCAPE
  - 9 EXISTING CONCRETE CURB
  - 10 EXISTING PUBLIC SIDEWALK
  - 11 EXISTING DESIGNATED ACCESSIBLE PARKING SPACE
  - 12 EXISTING PARKING STRIPPING
  - 13 EXISTING ADJACENT TENANT SPACES
  - 14 NEW STOREFRONT
  - 15 EXISTING ASPHALT PAVING
- 
- 1 PARKING COUNT



PANDA RESTAURANT GROUP INC.  
1683 Walnut Grove Ave.  
Rosemead, California  
91770  
Telephone: 626.799.9898  
Facsimile: 626.372.8288

All ideas, designs, arrangement and plans indicated or represented by this drawing are the property of Panda Express Inc. and were created for use on this specific project. None of these ideas, designs, arrangements or plans may be used by or disclosed to any person, firm, or corporation without the written permission of Panda Express Inc.

REVISIONS:

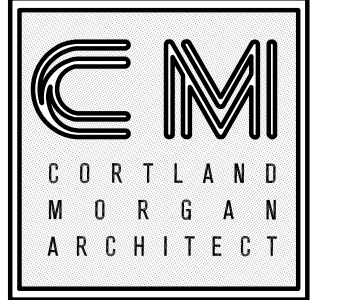
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△	BUILDING REVISION	08-03-12
△	FIRE DPT. REVISION	08-03-12
△	CORPORATE REVISION	08-31-12
△		
△		
△		

ISSUE DATE:

1ST	CITY SUBMITTAL	05-29-12
2ND		
3RD		
4TH		
5TH		
6TH		

DRAWN BY: STAFF

PANDA PROJECT #: S4-12-D3182  
ARCH PROJECT #: 12-060



711 N. FIELDER RD.  
ARLINGTON, TX 76012  
PH: (817) 635-5696  
FAX: (817) 635-5699

STAMP:

SUITE E  
1633 Main Street,  
Billings, MT 59105

A-0.1

SITE PLAN  
ARCHITECTURAL

SITE PLAN 1  
1/16" = 1'-0" A-0.1

KEY NOTES A  
Scale: NO SCALE A-0.1



The UPS Store

UPS

OneMain  
Financial

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GREAT CARS

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**WAREHOUSE**  
& more

 **OneMain**  
**FINANCIAL**

**GREAT DEALS**

REAR VIEW

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OneMain Financial

GREAT CLIPS







