

CITY OF BILLINGS

CITY OF BILLINGS VISION STATEMENT:

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

AGENDA

COUNCIL CHAMBERS

January 28, 2013

6:30 P.M.

CALL TO ORDER: Mayor Hanel

PLEDGE OF ALLEGIANCE: Mayor Hanel

INVOCATION: Mayor Hanel

ROLL CALL: Councilmembers present on roll call were:

MINUTES: January 14, 2013

COURTESIES: Police Department 2012 Medal and Annual Awards Recipients

PROCLAMATIONS:

ADMINISTRATOR REPORTS - TINA VOLEK

PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Items: #1, #3, #4A, #4B, #4C & #4D ONLY. Speaker sign-in required. (Comments offered here are limited to one (1) minute. Please sign in at the cart located at the back of the council chambers 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. **W.O. 13-03, #1, 2013 Street Maintenance Program, City Overlay.** (Opened 1/22/2013) Recommend delay of award until February 11, 2013.
 - B. **Professional Services Contract** for System Development Fees and Water Re-Sale Rate Study; CDM Smith, Inc.; \$103,550.
 - C. **Contract** with High Tech Construction Company, Inc.; Rose Park Pool Improvements; not to exceed \$270,000.

- D. Law Enforcement Officer Reimbursement Agreement #HSTS0213HSLR757** with Transportation Security Administration (TSA) **accepting** partial reimbursement for 3-year program and **authorizing** Mayor to execute Statement of Joint Objectives (SOJO); first year reimbursement - \$116,800.
- E. Amendment #1, Airport Building and Ground Leases** with State of Montana Department of Natural Resources (DNRC) and Department of Environmental Quality (DEQ); additional revenue for remaining year of leases - \$7,406.81.
- F. Amendment #2, W.O. 10-29, Wastewater Treatment Plant West Mechanical Motor Control Centers (MCC) Replacement.** Professional Services Contract, HDR Engineering, Inc.; \$10,900.
- G. Recommendation of approval** to Policy Coordinating Committee (PCC) for Amendment I of 2012-2016 Transportation Improvement Program (TIP).
- H. Recommendation of approval** to Policy Coordinating Committee (PCC) for Urban Boundary Update.
- I. Approval and acceptance** of additional United Way of Yellowstone County Grant Funds for Enforcing Underage Drinking Laws (EUDL); \$14,079.58.
- J. Resolution of Intent** to construct W.O. 09-20, Rimrock Road from Forsythia Boulevard to Shiloh Road; street widening, curb/gutter, sidewalk, drive approaches, street lights, and other miscellaneous items; and set a public hearing date for February 25, 2013.
- K. Second/Final Reading Ordinance for Zone Change #906:** A zone change from Residential Multi-family-Restricted (PD-RMF-R) to Planned Development – Neighborhood Commercial (PD-NC) on a 45,950 square foot parcel of land described as Lot 2, Block 28, Harvest Subdivision, 3rd Filing, generally located at 3225 Rosebud Drive. Terry Havener, Susan Havener, Brittany Evans, Kimberly Erbacher, John Erbacher, Folmer Christensen, and Mari Christensen, owners; R. L. McComish and Sanderson Stewart, agents. Approval of the zone change and adoption of the determinations of the 10 criteria.
- L. Preliminary Major Plat** of Trails West Subdivision, 2nd Filing, generally located on the south side of Grand Avenue just west of 56th Street West; conditional approval of the plat and adoption of the Findings of Fact.
- M. Bills and Payroll:**
1. January 7, 2013
 2. January 14, 2013

REGULAR AGENDA:

2. **PUBLIC HEARING AND SPECIAL REVIEW #902:** a special review to allow the demolition and reconstruction of a major portion of an existing church and installation of a new parking lot on property located in a Residential 7,000 zoning district legally described as Lots 1-7 & 15, Block 1, Lillis Subdivision, 2nd Filing, and Tracts 1 & 2, C/S 3112, and addressed as 1108 24th Street West. Lutheran Church of the Good Shepherd, owner; Alex Tommerup, AT Architecture, agent. Zoning Commission recommends conditional approval. (Action: approval or disapproval of Zoning Commission recommendation.)

3. **2012 CTEP PROJECT RECOMMENDATIONS TO POLICY COORDINATING COMMITTEE (PCC)** for funding of the Shiloh Conservation Area, Hope Church Sidewalk, Arrowhead School Safe Routes to School Trail, Poly Drive School Safe Routes to School, City-Wide Wayfaring and Directional Signage, Swords Park Trail Outlet (Boothill to Intersection of 6th Ave. N. & Hwy 87), and Ponderosa School Safe Routes to School Trail. Staff recommends formulating a recommendation of the CTEP projects to be taken to the Policy Coordinating Committee (PCC) meeting on February 19, 2013, by the City's PCC representative. (Action: approval or disapproval of staff recommendation.)

4. **EMPIRE PARKING GARAGE**
 - A. **APPROVAL OF DECLARATION OF UNIT OWNERSHIP AND OWNERS ASSOCIATION BYLAWS.** Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

 - B. **APPROVAL OF AMENDMENT #1 TO NORTHERN HOTEL DEVELOPMENT AGREEMENT.** Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

 - C. **APPROVAL OF AMENDMENT TO CITY-ZOOTIST OPTION AGREEMENT AND LEASE, VALET PARKING PROPOSAL, AND SKYBRIDGE OPERATION AND MAINTENANCE PROPOSAL.** Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

 - D. **RESOLUTION** outlining parameters for Tax Increment Urban Renewal Revenue Bonds for Empire Garage. 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 in at the cart located at the back of the council chambers or 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: 01/28/2013

TITLE: Bid Award: W.O. 13-03 #1 City Overlay

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

Staff opened bids on January 22, 2013, for the 2013 Street Maintenance Program, City Overlay Contract. 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 an overlay on approximately 3 miles of streets throughout the City. In order to allow staff additional time to review the bids, the results will be presented for award recommendation at the February 11, 2013 City Council meeting.

ALTERNATIVES ANALYZED

The Council may:

- Delay award of Work Order 13-03 #1 City Overlay until the February 11 City Council meeting;
- or
- Reject all bids and not award Work Order 13-03 #1 City Overlay.

FINANCIAL IMPACT

Funding for Work Order 13-03 #1 City Overlay is included in the FY13 budget. The project was bid on January 22 and the results of that bid will be presented for award recommendation at the February 11, 2013 City Council meeting.

RECOMMENDATION

Staff recommends that Council delay award of a construction contract for Work Order 13-03 #1 City Overlay until the February 11, 2013, Council meeting to give staff time to review the bids.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 01/28/2013

TITLE: Professional Services Contract for Water and Wastewater Rate Study

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

Public Works typically conducts a rate study every two years. This corresponds with MCA 7-6-1602 which requires a review of system development fees every two years. A periodic update is especially important given the cost magnitude of capital improvements in the water and wastewater capital improvement programs. The last full scale rate study was performed in FY 2011. A cost of service rate study is needed to review and recommend appropriate rates for System Development Fees, Wastewater resale customers, Lockwood Sewer, Water resale customers, and the County Water District of Billings Heights. In order to comply with State law and meet projected operation and maintenance costs, as well as fund major capital project needs, adjustments are needed for both the system development fees and user rates. A Request for Proposals (RFPs) was mailed to four firms from a list of prequalified firms. Only one of these firms, CDM Smith Inc., submitted a response. Staff believes CDM Smith, Inc. is qualified and has relevant experience with resale and wholesale rate studies, as well as system development fee studies, including performing the previous rate study for the City of Billings in FY 2011. The study will be completed in time to allow the outcome to be reflected in the FY 2014 budget.

ALTERNATIVES ANALYZED

The Council may:

1. Approve the contract; or
2. Not approve the contract. If the City does not perform this study, it will be unable to adjust these fees without violating state and case law.

FINANCIAL IMPACT

Sufficient funds to pay the contract amount were budgeted in the FY 2013 water and wastewater O&M accounts.

RECOMMENDATION

Staff recommends that the City Council approve the Contract with CDM Smith Inc. in the amount of \$103,550 for the Water and Wastewater rate study.

APPROVED BY CITY ADMINISTRATOR

Attachments

Contract

Contract for Professional Services
Water and Wastewater Rates and Fees Study

In consideration of the mutual promises herein, City of Billings and CDM Smith, 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 3 pages (Basic Services of Consultant);
- Appendix B consisting of 1 pages (Methods and Times of Payment);
- Appendix C consisting of 0 pages (Additional Services of Consultant);
- Appendix D consisting of 0 pages (Schedule of Professional Fees);
- Appendix E consisting of 1 pages (Project Schedule);
- Appendix F consisting of 1 pages (Certificate(s) of Insurance); and

PART I
SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

- A. "Administrator" means the Finance Manager of the Public Works Department or her designee.
- B. "Billings" means the City of Billings.
- C. "Consultant" means CDM Smith, Inc.

Section 2. Scope of Services.

- A. The Consultant 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 Consultant in accordance with Appendix B 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 Consultant may provide, at its own expense, any other services that are consistent with this Contract.

Section 3. Time for Performance.

- A. This Contract becomes effective when signed on behalf of Billings.
- B. The Consultant 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 July 31, 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 Consultant 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 Consultant's performance is unsatisfactory, the Administrator must, within ten (10) days of the payment denial, notify the Consultant of the payment denial and set forth, with reasonable specificity, what was unsatisfactory and why. Billings will pay Consultant within 30 days of receiving an acceptable invoice.
- B. The Consultant 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 Consultant shall have paid all City taxes currently due and owing by the Consultant.

Section 5. Termination of the Consultant's Services.

The Consultant'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 Consultant 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 Consultant's services for convenience, Billings shall pay the Consultant 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 Consultant shall become the property of Billings.
- B. If the Consultant's services are terminated for cause, Billings shall pay the Consultant the reasonable value of the services satisfactorily rendered prior to termination, less any damages suffered by Billings because of the Consultant'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 Consultant under this Contract shall become the property of Billings at its option.

- C. If the Consultant 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 Consultant shall not be entitled to any compensation under this Section until the Consultant has delivered to the Administrator all documents, records, Work product, materials and equipment owned by Billings and requested by the Administrator.
- E. If the Consultant's services are terminated for whatever reason the Consultant 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 Consultant'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 Consultant'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 Consultant shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Contract, the Consultant shall furnish the Administrator with proof of insurance in accordance with Subsection B of this Section.
- B. The Consultant 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. CDM Smith, Inc. shall provide for no less than 30 days' advance notice to Billings prior to cancellation of each policy of insurance required by this section.
- 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 Consultant 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 Consultant 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 Consultant 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. Consultant shall retain rights to pre-existing proprietary property including but not limited to interactive models. The Consultant shall have the right to include photographic or artistic representations of the design and construction of the Project among the Consultant's promotional and professional materials. The Consultant's materials shall not include Billings' confidential or proprietary information regardless of whether Billings has previously advised the Consultant in writing of the specific information considered by Billings to be confidential and proprietary.
- B. Equipment purchased by the Consultant 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 Consultant 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 Consultant'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: Jennifer Duray, CPA
City of Billings
Public Works
2224 Montana Avenue
Billings, Montana 59101
FAX: (406) 237-6291

Consultant: Darrel Stordahl, P.E., BCEE
CDM Smith, Inc.
50 West 14th Street, Suite 200
Helena, MT 59601
FAX: (406) 449-7725

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 Consultant 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 Consultant 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 Consultant'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 Consultant;
- 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 Consultant agrees to abide by those additional requirements immediately upon receipt of written notice thereof from Billings.

Section 15. Subcontracts.

The Consultant 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 Consultant delegates the provision of services shall be subject to review and approval by the Administrator before it is executed by the Consultant.
- 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 Consultant shall perform its obligations hereunder as an independent Contractor of Billings. Billings may administer the Contract and monitor the Consultant's compliance with its obligations hereunder. Billings shall not supervise or direct the Consultant other than a provided in this Section.

Section 2. Nondiscrimination.

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

Section 3. Permits, Laws, and Taxes.

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

Consultant: Darrel Stordahl, P.E., BCEE, CDM Smith, Inc.
(title of position)

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

The Consultant 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 Consultant's or any agent, employee or subcontractor as a result of the Consultant's or any subcontractor's performance pursuant to this Contract.

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

Section 10. Inspection and Retention of Records.

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

Appendix A

Basic Services of Consultant

Section 1. Consultant's Rights and Duties.

- A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the Consultant'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 Consultant 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. Consultant'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 Consultant 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 Consultant. Reports will be submitted in a timely manner to permit prompt resolution of problems.

- J. Name a Project Manager who shall be the liaison between Billings and the Consultant. For this project the Project Manager designated for the Consultant is Theresa Jurotich working under the Principal-in-Charge, Darrel Stordahl, P.E.

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 Project Manager who shall be the liaison between the Consultant and Billings. For this project, the Project Manager designated is Jennifer Duray, CPA, Public Works Finance Manager.

Section 3. Scope of Work.

This project includes a cost of service rate study to review and recommend appropriate water and wastewater user rate fees, System Development Fees (SDFs), resale water rates for the County Water District of Billings Heights, and wholesale and SDF fees for the Lockwood Water and Sewer District. The methodology used in calculating rates will be tailored to match current policies, practices, and unique attributes of the City, resulting in cost-based, defensible, and sustainable rates.

Tasks include:

1. Update Water and Wastewater User Rates

- Review existing water and wastewater utility operation and data.
- Review existing policies and methodologies used to establish wastewater rates for multi-family dwellings currently classified as commercial (four-plexes, condos, townhomes, etc.)
 - Evaluate rate scenarios for billing multi-family dwellings for wastewater similar to current practice used to bill residences of one, two, and three families and public buildings (based on a four month winter water consumption average).
 - Recommend changes in wastewater rate methodology for multi-family dwellings that are equitable and consistent with cost of service principles and industry standards.
- Update City's existing cost-of-service models and establish recommended rates for the fiscal year beginning July 1, 2013.
- Prepare final report and recommended rate structure and provide updated computerized model to the City.

2. County Water District of Billings Heights Resale Rates

- Update water resale rates for the County Water District of Billings Heights following the utility basis approach.
- Update City's existing cost-of-service model.
- Recommend rates for the fiscal year beginning July 1, 2013 with rates that are calculated within the parameters of the water supply agreement and Memorandum of Understanding between the City and the District.

- Prepare final report and provide updated computerized model to the City. Meet with the District and/or respond to District questions if necessary.

3. Lockwood Water and Sewer District Wholesale Wastewater Rates and SDFs

- Update wastewater wholesale rates for the Lockwood Water and Sewer District that are consistent with the terms of the agreement between the City and the District.
- Update City's existing cost-of-service model and recommend rates for the fiscal year beginning July 1, 2013.
- Review existing SDF calculations and update the City's model.
- Calculate the SDF and review/revise the assessment schedule.
- Prepare final report and provide updated computerized model to the City. Meet with the District and/or respond to District questions if necessary.

4. Update System Development Fees (SDFs)

- Update SDFs for the water and sewer utility and recommend SDFs for the fiscal year beginning July 1, 2013 with rates that are calculated within the parameters of state law.
- Evaluate alternatives for a separate water SDF charge for irrigation meters.
- Update City's SDF model.
- Calculate the SDF and review/revise the assessment schedule.
- Prepare final report and provide updated computerized model to the City.
- Meet with the Public Works Board which serves as the Impact Fee Advisory Committee to present findings from the SDF analyses if necessary.

Appendix B

Methods and Times of Payment

Section 1. Payments for Basic Services.

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

Partial payment shall be made to the Consultant upon receipt of the Consultant'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 outlined in Appendix A, the Consultant shall be paid an amount not to exceed \$103,550.
- B. Final payment shall be the above stated basic fee less all previous payments.

Section 2. Corrections.

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

Appendix C

Additional Services of Consultant

Not Used

Appendix D

Schedule of Professional Fees

Not Used

Appendix E

Project Schedule

Based on a notice to proceed by Billings date no later than January 31, 2013 the completion date for the Consultant's work through final design shall be:

- A. Submittal of draft report for water and wastewater user rates by February 28, 2013
- B. Submittal of all other rates and fees and final reports complete by April 30, 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 Consultant is behind on this Contract due to no fault of Billings, then the Consultant hereby acknowledges the right of Billings to withhold future Contracts to the Consultant in addition to any other remedy until this Contract is brought back on schedule or otherwise resolved.

Appendix F

Certificate(s) of Insurance

(Attach Certificate(s) of Insurance)

Regular City Council Meeting

Meeting Date: 01/28/2013

TITLE: Rose Park Pool Improvements Construction Contract

PRESENTED BY: Mike Whitaker

Department: Parks/Rec/Public Lands

Information

PROBLEM/ISSUE STATEMENT

The Rose Park Pool Improvements project was funded for \$300,000 as part of the Park District #1. This project will replace the existing aging water slide flumes with new enhanced flumes.

Interstate Engineering of Billings was retained as the Engineering Consultant for this project for a fee of \$30,000.00. The Parks and Recreation Department in conjunction with Interstate Engineering, utilized an Alternative Delivery Method to select the contractor. Interested parties submitted a Contractor Qualification Questionnaire (CQQ). All teams meeting the qualification criteria as specified in the request for qualifications were provided a request for proposals. The responses were evaluated by a committee using a point valuation listed in the CQQ. Selected teams were interviewed by the selection committee utilizing a standard set of questions and rating criteria. Two firms were interviewed and High Tech Construction Co. Inc. of Billings was the selected contractor for the project.

The construction period will be for 115 days beginning on or about February 1st. High Tech Construction Inc. submitted a Guaranteed Maximum Price for the Base Bid of a maximum not to exceed \$270,000.00. An Additive Alternate for a third speed slide with a maximum not to exceed \$87,650.00 was also submitted. See Attachment A, Bidder's Proposal. The Additive Alternate price may be exercised up to March 15, 2013 in order for it to be installed by the May 24, 2013 contract deadline and to be ready for the swimming season. The Parks and Recreation Department is actively seeking additional funding in order to exercise the Additive Alternate option. The Contract for this project is available for review in the City Clerks Office.

ALTERNATIVES ANALYZED

The City Council may:

- Accept the Maximum Guaranteed Price from High Tech Construction Co. Inc. for \$270,000.00; or
- Reject the Maximum Guaranteed Price from High Tech Construction Co. Inc. and provide direction to staff.

FINANCIAL IMPACT

In FY 2013 Budget, Council approved \$1.855 million to fund selected projects as part of Park District #1. This contract will be paid for out of these funds.

RECOMMENDATION

The Billings Parks, Recreation and Public Lands Department recommends awarding the contract to High Tech Construction Co. Inc. for the Maximum Guaranteed Price of \$270,000.00.

APPROVED BY CITY ADMINISTRATOR

Attachments

High Tech Bidders Proposal

SECTION 00103
BIDDER'S PROPOSAL

103-1 PROPOSAL: In compliance with your Notice of Call for Bids and subject to all the conditions thereof, the undersigned

High Tech Construction

hereby proposes to furnish and do everything required by the Contracts to which this refers for the construction of all structures listed at the unit prices shown for each bid item on the following Bid Schedule. (The Bid Schedule attached lists the various divisions of construction contemplated in the Plans and Specifications, together with an estimate of the units of each. With these units as the basis, the bidder will extend such item, using the cost he inserts in the unit column. Any total cost found inconsistent with the unit cost when the bids are examined will be deemed in error and corrected to agree with the unit cost, which shall be considered correct.)

103-2 PROJECT: This project consists of Rehabilitation of Water Slide – Rose Park in Billings, Montana as shown in the Notice of Call for Bids.

103-3 EXAMINATION OF DOCUMENTS AND SITE VISIT: The undersigned has examined the location of the proposed work, the Drawings, Specifications and other Contract Documents and is familiar with the local conditions and limitations at the place where the work is to be performed.

103-4 ADDENDA: The Receipt of Addendas _____ through _____ is hereby acknowledged.

103-5 BASIS OF PROPOSAL: All various phases of work enumerated in the Detailed Specifications with their individual jobs and overhead, whether specifically mentioned, included by implication or appurtenant thereto, are to be performed by the Contractor under one of the items listed in the bid schedule, irrespective of whether it is named in said list, and that the Owner may specify any number or combination of units that the Engineer may deem necessary for the construction of the Project.

103-6 TAXES: Along with 103-5 above, the undersigned agrees that the prices in this Contractor's Proposal includes provisions for the payment of all monies which will be payable by the Bidder or the Owner in connection with the construction of Project on account of taxes imposed by any taxing authority upon the sale, purchase or use of materials, supplies or equipment to be incorporated in the Project. The Bidder agrees to pay all such taxes and to furnish the appropriate taxing authorities all required information and reports pertaining thereto.

103-7 COLLUSION: The undersigned bidder does hereby declare and stipulate that this proposal is made in good faith, without collusion or connection with any other person or

persons bidding for the same work, and that it is made in pursuance of and subject to all the terms and conditions of the Information for Bidders, the Construction Agreement, the Detailed Specifications, and the Plans pertaining to the work to be done, all of which have been examined by the undersigned.

103-8 PROPOSAL QUANTITY: NOT USED

103-9 PERFORMANCE AND PAYMENT BOND: As shown in MPWSS , the undersigned bidder agrees to execute the Agreement and a Performance Bond and Payment Bond, each for the amount of the total of this bid within ten (10) calendar days from the date when the written notice of the award of the Contract is delivered to him at the address given on this proposal. The name and address of the corporate surety with which the Bidder proposes to furnish the specified Performance and Payment Bond is as follows:

*BERKLEY SURETY GROUP 701 5th AVE, Suite 3505
Seattle WA 98104*

103-10 NOT USED

103-11 CONTRACT TIME: Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and the Contractor will be required to commence construction and in an approved sequence, complete the project as follows: Complete installation by May 28, 2013. The decision on the Additive Alternate must be made by March 15th or that section will not be accepted.

103-12 OWNER'S RIGHTS RESERVED: The undersigned understands that the Owner reserves the right to reject any or all Proposals or to waive any formality or technicality in any Proposal in the interest of the Owner.

103-13 PAYMENT: This bid is submitted on the basis of cash payment for work. Payment for work performed will be in accordance with the Bid Schedule, subject to changes as provided for in the Construction Contract.

103-14 OTHER PUBLIC CONTRACTS: The undersigned hereby warrants it is not presently working beyond the contract time, including authorized time extension, on any previously awarded public contract project.

103-15 BIDDER'S PROPOSAL:

L & M = Labor & Materials

Water Slide Rehabilitation
Billings, Montana

BASE BID – Replace Existing Water Slide Flumes

ITEM NO.	ITEM	UNIT	NO. OF UNITS	UNIT PRICE L & M	EXTENDED PRICE L & M
1.	General Conditions /Bonds/Insurance	L.S.	1	41,970.00	41,970.00
2.	Provide Slide Flumes	L.S.	1	155,030.00	155,030.00
3.	Install Slide Flumes	L.S.	1	21,000.00	21,000.00
4.	Pool / Piping Modification Allowance	L.S.	1	15,000.00	15,000.00
5.	General Site Work Allowance	LS	1	37,000.00	37,000.00

TOTAL Base Bid not to exceed \$270,000.00 ✓

TOTAL BASE BID NOT TO EXCEED: (in words): two hundred seventy thousand and no/100

ADDITIVE ALTERNATE – Speed Slide

ITEM NO.	ITEM	UNIT	NO. OF UNITS	UNIT PRICE L & M	EXTENDED PRICE L & M
1.	Provide Slide	L.S.	1	70,000.00	70,000.00
2.	Install Slide	L.S.	1	7,000.00	7,000.00
3.	Electrical	L.S.	1	1,000.00	1,000.00
4.	Concrete Work / Site Work	L.S.	1	9,650.00	9,650.00

TOTAL ADDITIVE ALTERNATE \$ not to exceed 87,650.00 ✓


TOTAL ADDITIVE ALTERNATE (in words): eighty-seven thousand six hundred fifty and no/100

103-16 ELIMINATION OF SEGREGATED FACILITIES

Prior to the award of any nonexempt Government contract or subcontract, Federally assisted construction contract or subcontract, the Agency of the Application shall require the prospective prime contractor, and each prime contractor and subcontractor shall require each subcontractor to submit a certification, in the form approved by the Director, that the prospective prime contractor or subcontractor does not and will not maintain any facilities he provides for his employees in a segregated manner, or permit his employees to perform their services at any location under his control where segregated facilities are maintained; and that he will obtain a similar certification in the form approved by the Director, prior to the award of any nonexempt subcontract.

103-17 THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

High Tech Construction
(Contractor)

 President
(By) (Title)

PO Box 31511 Billings MT
(Business Address) (City) (State)

ATTEST:

(SEAL)


Corporate Secretary

(The Proposal must be signed with the full name of the Bidder. In the case of a partnership the Proposal must be signed in the firm name of each partner. In the case of a corporation the Proposal must be signed in the corporate name by a duly authorized officer and the corporate seal affixed and attested by the Secretary of the corporation).

Regular City Council Meeting

Meeting Date: 01/28/2013

TITLE: Law Enforcement Officer Reimbursement Program Agreement with the Transportation Security Administration

PRESENTED BY: Tom Binford

Department: Airport

Information

PROBLEM/ISSUE STATEMENT

The City has entered into various agreements accepting Law Enforcement Officer (LEO) reimbursements from the Transportation Security Administration (TSA) since September 2002. The reimbursements have always partially offset the labor costs associated with providing LEO coverage at the TSA's security screening area. The most recent Reimbursement Agreement expired on September 30, 2012. A new program was offered by the TSA through a Federal solicitation process that took place in August 2012. The City submitted an application on August 31, 2012 and was recently notified that it was awarded partial reimbursement for LEO coverage at the screening areas for the three-year program period of October 1, 2012 through September 30, 2015. As with prior programs, the TSA distributes funds for one 12-month period at a time. The TSA's first distribution to the Airport is \$116,800 for the October 1, 2012 to September 30, 2013 funding period. The City must acknowledge its acceptance of this award by executing a new Statement of Joint Objectives (SOJO). A copy of the SOJO is on file in the City Clerk's Office.

ALTERNATIVES ANALYZED

The City Council has two options to consider:

- Enter into this new LEO Reimbursement Agreement with the TSA and receive a partial reimbursement for the City's "fully-burdened" labor costs to provide law enforcement support of TSA's passenger screening area. The fully-burdened labor costs include base salary, social security, 457 plans, health, life and disability insurance costs, as well as the City's portion of the retirement costs.
- Do not enter into this Reimbursement Agreement. If this option is chosen, the City will still incur the costs to provide law enforcement support of the security screening area to prevent a disruption of commercial air service in Billings; however, the City would not be reimbursed for these costs and would bear the full cost of providing this service.

FINANCIAL IMPACT

Under the terms of this Agreement, the City will be authorized to receive partial reimbursement of the Airport's law enforcement officers' actual wage and benefit costs for the time the officers spend at screening and checkpoint areas, and on other TSA mandated activities. The first year's fully-burdened costs have been estimated at \$214,854. The Agreement would reimburse the City \$116,800, or approximately 54% of the total cost of providing this service. Future reimbursements are subject to availability of Federal funding.

RECOMMENDATION

Staff recommends that Council approve the LEO Reimbursement Program Other Transactional Agreement #HSTS0213HSLR757 with the Transportation Security Administration accepting partial LEO reimbursement for the three-year program, and authorize the Mayor to execute the SOJO to acknowledge the City's acceptance.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 01/28/2013

TITLE: Amendments to Building and Ground Leases with the State of Montana
DNRC and DEQ

PRESENTED BY: Tom Binford

Department: Airport

Information

PROBLEM/ISSUE STATEMENT

The State of Montana Department of Natural Resources and Conservation (DNRC) and Department of Environmental Quality (DEQ) currently rent office space on the first and second floors, and storage space in the basement of IP-9, the City owned office building located in the Airport Business Park. The DNRC also rents ground space for vehicle storage and a garage/shop area attached to IP-9. Both agencies' Leases were renewed in November 2009 and expire on October 31, 2013. The Airport recently completed an approved CIP project on IP-9, adding an elevator to the building. The new elevator adds lobby space to the leased space of both agencies. Additionally, the DNRC desires to add office space on the first floor and return a storage room in the basement. The Amendments make these space changes to the leased premises of both agencies. Copies of these Amendments are on file in the City Clerk's Office.

ALTERNATIVES ANALYZED

The City Council may:

- Approve Amendment 1 to the Building and Ground Leases of both agencies; or
- Not approve Amendment 1 to the Building and Ground Leases of both agencies.

FINANCIAL IMPACT

This additional space will generate an additional \$7,406.81 in the remaining year of the Leases. The annual rental for all of the leased premises for both agencies is \$138,131.04.

RECOMMENDATION

Staff recommends the City Council approve Amendment 1 to the Building and Ground Leases with both the DNRC and DEQ making the changes to the leased premises of both agencies.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 01/28/2013

TITLE: W.O. 10-29 WWTP West Mechanical MCC Replacement and Improvements
Contract Amendment No. 2

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

Staff is requesting that the City Council consider authorizing and executing a Contract Amendment for Professional Services with HDR Engineering for W.O. 10-29 WWTP West Mechanical Motor Control Centers (MCC) Replacement and Improvements at the Wastewater Treatment Plant. Due to the complexity of the sequencing/demolition of the existing motor control centers (MCCs) and installation of the new MCCs, additional construction services are needed for the project. Because of the critical nature of these MCCs for the treatment process, additional effort is required to determine how and when equipment can be taken off-line and what equipment is needed to stay on-line to meet wastewater plant needs. For previous MCC replacements, the new MCCs could be installed in a new location and loads moved over one by one. Due to space limitations in the West Mechanical Room, the MCCs need to be replaced one at a time in the same location. Also on previous MCC replacements, daily construction observation was not needed. Again, because of the complexity, daily meetings are required with the contractor, engineer and plant staff so that everyone knows what equipment will be available that day.

ALTERNATIVES ANALYZED

The Council may:

- Authorize Contract Amendment No. 2 with HDR Engineering in the amount of \$10,900; or
- Do not authorize the Contract Amendment No. 2. If the contract amendment is not approved, the consultant will not be able to perform construction observation for the full duration of the project.

FINANCIAL IMPACT

Funds for this Contract Amendment No.2 are available from Wastewater Funds budgeted in FY13. If approved, the Professional Services Contract with HDR Engineering will total \$70,000.00.

RECOMMENDATION

Staff recommends that Council authorize Contract Amendment No. 2 with HDR Engineering in the amount of \$10,900.00.

APPROVED BY CITY ADMINISTRATOR

Contract Amendment No. 2

AMENDMENT NO. 2
TO
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
W.O. 10-29
WWTP WEST MECHANICAL MCC REPLACEMENT AND
IMPROVEMENTS

THIS AGREEMENT, made and entered into on November 30, 2010, by and between the following:

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

and

HDR Engineering, Inc.
2913 Millenium Circle
Billings, Montana 59102
Hereinafter designated the Contractor

WITNESSETH:

WHEREAS, the City and Contractor have entered into a contract dated November 30, 2010, for Contractor to provide engineering services to the City for Work Order 10-29 WWTP West Mechanical MCC Replacement and Improvements, and;

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

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

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

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

Part I, Section 3.C. is amended as follows:

This Contract shall terminate at midnight on April 30, 2013.

Part I, Section 4. is amended as follows:

Increase the amount of compensation by Ten Thousand Nine Hundred and no/100 DOLLARS (\$10,900.00) to Seventy Thousand and no/100 DOLLARS (\$70,000.00).

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

CONSULTANT

NAME: _____

BY: _____

TITLE: _____

DATE: _____

CITY OF BILLINGS, MONTANA

BY: _____
Mayor

DATE: _____

Regular City Council Meeting

Meeting Date: 01/28/2013

TITLE: 2012-2016 Transportation Improvement Program (TIP) Amendment I

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

Federal regulations require that Metropolitan Planning Organizations (MPOs) review and update their Transportation Improvement Programs (TIP) periodically. Due to additional projects being added to the current 2012- 2016 TIP, the Billings MPO requires an amendment. This amendment will be called the 2012- 2016 TIP Amendment I. The projects that have been amended include a roundabout at 56th Street West and King Avenue West and a sign project on I-90. These two projects are programmed into the MDT safety projects funding and are not funded through local allocations. In addition, MET Transit has had a reorganization of Federal funding sources as well as the additions of several vehicles to its fleet.

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

This TIP Amendment is being presented to the City Council for review due to a modification of federal funding. Staff has attached a summary sheet identifying the project changes, and the TIP document with changes shown in color. Staff will be available to answer questions at the January 28th Council meeting.

ALTERNATIVES ANALYZED

The current TIP amendment includes updates of federal funding for several projects in the Billings area. The Council may:

- Recommend approval of the 2012-2016 TIP Amendment I in order to continue the implementation of federally funded transportation projects as presented; or
- Not recommend approval of the 2012-2016 TIP Amendment I and potentially hinder the implementation of federally funded transportation projects; or
- Recommend modifications to the proposed program and the Council's representative will present these recommendations to the Policy Coordinating Committee (PCC) for further consideration.

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends that Council approve the 2012-2016 TIP Amendment I and forward that recommendation to PCC through its designee.

APPROVED BY CITY ADMINISTRATOR

Attachments

Amendment 1
Summary Sheet

TIP AMENDMENT I - 2013

PROJECTS ADDED/AMENDED - Summary

- **56th And King Avenue - Roundabout**
- **I-90 Safety Project – Addition of Wrong Way Signs on On/Off Ramps**
- **Transit Funding – Updates**

TABLE 3 – REVENUE ESTIMATES

- Updated Transit Sections - 5310, 5311, 5339 and Transade Funding Line Items

TABLE 4(b) Updates

- Added 56th & King Roundabout
- Added I-90 Sign Project

TABLE 5 – SECTION 5307 Updates

- Updated Funding Amounts For Transit Operating
- Updated Funding Amounts For Transit Sections 5310, 5309, 5311 and 5339

TABLE 6 – Calendar Updates

- Added 56th & King Roundabout and I-90 Sign Project

TABLE 8-FFY 2013

- Added 56th and King Roundabout Estimated Cost for PE, IC/RW
- Added I-90 Sign Project Estimated Cost for PE

TABLE 9 – FFY 2014

- Added 56th and King Roundabout Estimated Cost \$2,361,526
- Added I-90 Sign Project Estimated Cost \$477,479
- Revised Funding Amounts for Transit Operating and Capital - Sections 5310, 5311 and 5339

TABLE 10 – FFY 2015

- Revised Funding Amounts for Transit Operating and Capital - Sections 5310, 5311 and 5339

TABLE 11 – FFY 2016

- Revised Funding Amounts for Transit Operating and Capital - Sections 5310, 5311 and 5339

(Table 3) -TRANSPORTATION REVENUE ESTIMATES (2012-2016)
BILLINGS, MONTANA

YEAR	SURFACE TRANS PROGRAM (STP) (URBAN)*	MONTANA AIR CONGESTION INITIATIVE (MACI)*	EARMARKS (MT/NCPD/ DEMO)	SURFACE TRANSPORTATION ENHANCEMENT (CTEP)		NATIONAL HWY SYSTEM (NHS) INTERSTATE MAINTENANCE (IM)	STATE HSIP UPP RRP SRTS MDT-MACI BH BR	GAS TAX		TRANSIT SEC 5307	TRANSIT SEC 5310	TRANSIT SEC 5311	TRANSIT SEC 5316 JARC**	TRANSIT SEC 5317 NEW FREEDOM**	TRANSIT SEC 5339	TRANSADA	OTHER FUNDS (LOCAL)		TOTAL	
				CITY	COUNTY			CITY	COUNTY								OPER.	SEC.5310		
2012				CITY	\$ 493,249			CITY	\$ 1,764,579				\$ 150,000	\$ 85,000		**	OPER.	\$ 2,352,921		
	\$ 5,389,044	\$ 5,305,565	\$ 31,458,127	COUNTY	\$ 195,006	\$ 252,888	\$ 368,562	COUNTY	\$ 288,905	OPER.	\$ 1,428,517	\$ 125,000				\$ 50,000	SEC.5310	\$ 25,000	\$ 49,732,363	
2013				CITY	\$ 493,249			CITY	\$ 1,764,579				\$ 153,000	\$ 68,000		**	OPER.	\$ 2,399,979		
	\$ 2,587,036	\$ 1,043,888		COUNTY	\$ 195,006	\$ 100,000	\$ 5,890,104	COUNTY	\$ 288,905	OPER.	\$ 1,485,657	\$ 125,000				\$ 110,000	SEC.5310	\$ 25,000	\$ 16,556,403	
2014				CITY	\$ 493,249			CITY	\$ 1,764,579				\$ -	\$ -		**	OPER.	\$ 2,447,979		
	\$ 2,587,036	\$ 1,043,888		COUNTY	\$ 195,006	\$ 2,263,033	\$ 1,937,390	COUNTY	\$ 288,905	OPER.	\$ 1,543,083	\$ 148,200	\$ 390,000		0	\$ 195,000	\$ -	SEC.5310	\$ 25,000	\$ 15,322,348
2015				CITY	\$ 493,249			CITY	\$ 1,764,579				***	***		**	OPER.	\$ 2,496,939		
	\$ 2,587,036	\$ 1,043,888		COUNTY	\$ 195,006	\$ 1,600,000	\$ 50,000	COUNTY	\$ 288,905	OPER.	\$ 1,606,886	\$ 148,200			\$ 195,000	****	SEC.5310	\$ 25,000	\$ 12,494,688	
2016				CITY	\$ 493,249			CITY	\$ 1,764,579				***	***		**	OPER.	\$ 2,546,878		
	\$ 2,587,036	\$ 1,043,888		COUNTY	\$ 195,006	\$ 1,000,000	\$ 1,050,000	COUNTY	\$ 288,905	OPER.	\$ 1,671,162	\$ 148,200			\$ 195,000	****	SEC.5310	\$ 25,000	\$ 13,008,903	
TOTAL	\$ 15,737,188	\$ 9,481,117	\$ 31,458,127	CITY	\$ 2,466,245	\$ 5,215,921	\$ 9,296,056	CITY	\$ 8,822,895	OPER.	\$ 7,735,305	\$ 694,600	\$ 390,000	\$ 303,000	\$ 153,000	\$ 585,000	\$ 160,000	OPER.	\$ 12,244,696	\$ 107,114,705
				COUNTY	\$ 975,030			COUNTY	\$ 1,444,525								SEC.5310	\$ 125,000		

FUNDING PROJECTIONS ARE BASED ON BEST AVAILABLE INFORMATION AND ARE SUBJECT TO CHANGE GIVEN CURRENT FUNDING UNCERTAINTIES AND UNKNOWN IMPACTS OF FUTURE CONGRESSIONAL OR OTHER FEDERAL ACTIONS.

FEDERAL PROGRAM FUNDING AVAILABILITY MAY IMPACT THE SCHEDULING OF PROJECTS.

* Includes carryover

** Includes Non-Federal Match

*** 5316 & 5317 funding no longer available (2014-2016)

****Transade funding no longer available (2014-2016)

(TABLE 4-a) -TRANSPORTATION PRIORITY LIST						
BILLINGS, MONTANA						
RANK	PROJECT	TYPE OF WORK	PROJECT LENGTH	PHASE	ESTIMATED COST	FUNDING SOURCE
SURFACE TRANSPORTATION PROGRAM-URBAN (STPU)						
	BENCH BLVD. NORTH - PHASE I (See also EARMARKS/DISCRETIONARY GRANTS)	Reconstruction		CONST.	\$300,720	STPU
	BENCH BLVD NORTH - PHASE II	Reconstruction		PE RW IC CONST.	See Earmarks \$965,000 \$1,896,672 \$12,462,601 15,324,273	CMAQ CMAQ STPU
	GRAND AVENUE	Reconstruction	1	PE RW IC CONST.	UNKNOWN UNKNOWN UNKNOWN UNKNOWN	
				TOTAL	\$0	
	32ND STREET WEST	Construction	1.5	PE RW IC CONST.	UNKNOWN UNKNOWN UNKNOWN UNKNOWN	
				TOTAL	\$0	
MONTANA AIR CONGESTION INITIATIVE (MACI)						
	SEE BENCH BLVD NORTH-PHASE II UNDER STPU					
EARMARKS/DISCRETIONARY GRANTS						
1	<u>6TH AVE NORTH TO BENCH BLVD. (CONNECTION)</u> Phase II Beyond the timeframe of this TIP.			PE RW IC CONST. LOCAL TOTAL		CMAQ/LOCAL LOCAL
2	BENCH BLVD. NORTH Phase I	Reconstruction	3	PE RW IC CONST. CONST. TOTAL	\$2,707,324 \$620,000 \$590,157 \$4,561,070 \$300,720 \$8,779,271	MT MT MT MT STPU
	BENCH BLVD-NORTH - Phase II (See above)			PE	See above	
3	ZIMMERMAN TRAIL	Add climbing lane for portion of roadway Straighten Curve	1	PE RW/IC CONST. LOCAL TOTAL	\$424,242 \$103,896 \$4,665,320 \$806,542 \$6,000,000	MT MT MT LOCAL
4	BILLINGS BYPASS (aka North Bypass)	Environmental Review & Location Study	4	ENV TOTAL	\$14,341,661 \$8,004,158 \$22,345,819	NCPD/DEMO MT
5	25TH STREET PEDESTRIAN BRIDGE	Purchase & replace historic bridge	N/A	 TOTAL	\$54,457 \$8,441 \$62,898	TCSP LOCAL
INTERSTATE MAINTENANCE (IM)						
	VARIOUS PROJECTS	Pavement Preservation		PE/CONST	Per Project	IM
NATIONAL HIGHWAY SYSTEM- (NH)						
	MDT PREVENTIVE MAINTENANCE (2012/2014) 27th St-1st Ave S to Airport & Exposition Dr & 1st Ave N-Blgs	Pavement preservation		PE CONST	\$252,888 \$2,163,934 \$2,416,822	NH NH
	VARIOUS PROJECTS	Pavement preservation		PE/CONST	Per project	NH
BRIDGE (BH, BR)						
	2012 Scour Mitigation (Yellowstone River (Dick Johnson Bridge))			PE CONST	\$79,000 \$520,000 \$599,000	
	I-90 Yellowstone River-Billings (Construction beyond timeframe of this TIP)	Replace Bridges		PE CONST CONST	\$3,766,636 \$35,657,483 \$6,026,616 \$45,450,735	BR BR IM

TABLE 4(B)-TRANSPORTATION PRIORITY LIST				
BILLINGS, MONTANA				
SURFACE TRANSPORTATION PROGRAM-URBAN PAVEMENT PRESERVATION(UPP)				
VARIOUS PROJECTS 2012/2013	Pavement Preservation	PE/CONST.	\$ 1,490,989	UPP(BIENNIAL)
Montana Ave-Billings & Laurel Road-Billings				
VARIOUS PROJECTS 2014-2016	Pavement Preservation	PE/CONST.	Per Project	UPP(BIENNIAL)
SURFACE TRANSPORTATION PROGRAM-HIGHWAY SAFETY (HSIP)				
SF099 BILLINGS GRAND 17TH SIG	Int/Upgrade Signals	PE	\$29,000	HSIP
		CONST	\$74,890	HSIP
		TOTAL	\$103,890	
SF 129-RNDABOUT KING 56TH	Roundabout	PE	\$354,171	HSIP
		RW/IC	\$160,928	HSIP
		CONST.	\$2,053,445	HSIP
		CE	\$308,081	HSIP
		TOTAL	\$2,876,625	
SF 129 BILLINGS WRNG WY-PH1	Signage	PE	\$62,280	HSIP
		CONST.	\$415,199	HSIP
		CE	\$62,280	HSIP
		TOTAL	\$539,759	
SURFACE TRANSPORTATION PROGRAM-RAIL PROGRAM (RRP)				
1ST AVENUE SOUTH	Circuitry Upgrade	N/A	PE	\$3,000
			CONST.	\$92,055
			TOTAL	\$95,055
				STPRP/STPRR
				STPRP/STPRR
OTHER FUNDING				
STP ENHANCEMENTS	Various Projects	OTHER	688,255	CTEP
SAFE ROUTES TO SCHOOL	Various Projects	OTHER	Per Project	SRTS
ANNUAL OPERATION AND MAINTENANCE	Various Projects	OTHER	225,000	LOCAL
ANNUAL OPERATION AND MAINTENANCE	Various Projects	OTHER	446,000	STATE
MDT-MACI	Equipment Purchase	OTHER	220,562	CMAQ/LOCAL
MDT-MACI	Signal Optimization	PE/OTHER	217,500	CMAQ/STATE
STATE FUNDED MAINTENANCE	Various Projects	OTHER	1,550,000	
		TOTAL	\$3,347,317	
** CONST. Estimates Include CE Costs				

(Table 5) -TRANSPORTATION PROJECT PRIORITY LIST BILLINGS, MONTANA	
SECTION/PROJECT	PROJECT ESTIMATE
FTA SECTION 5307 (INCLUDES LOCAL FUNDS)	
OPERATING PROJECT (7-1-2011 TO 6-30-2012)	3,781,438
OPERATING PROJECT (7-1-2012 TO 6-30-2013)	3,885,636
OPERATING PROJECT (7-1-2013 TO 6-30-2014)	3,993,062
OPERATING PROJECT (7-1-2014 TO 6-30-2015)	4,103,825
OPERATING PROJECT (7-1-2015 TO 6-30-2016)	4,218,040
TOTAL	\$19,982,001
TRANSADE(INCLUDES LOCAL FUNDS)	
MET SPECIALIZED TRANSPORTATION-OPERATING (2012)	88,514
MET SPECIALIZED TRANSPORTATION-OPERATING (2013)	195,607
MET SPECIALIZED TRANSPORTATION-OPERATING (2014)**	0
MET SPECIALIZED TRANSPORTATION-OPERATING (2015)**	0
MET SPECIALIZED TRANSPORTATION-OPERATING (2016)**	0
TOTAL	\$284,121
FTA SECTION 5310(INCLUDES LOCAL FUNDS)	
REPLACEMENT VEHICLES-TRANSIT (FY2012)	125,000
REPLACEMENT VEHICLES-TRANSIT (FY2013)	125,000
REPLACEMENT VEHICLES-TRANSIT (FY2014)	\$177,840
REPLACEMENT VEHICLES-TRANSIT (FY2015)	\$177,840
REPLACEMENT VEHICLES-TRANSIT (FY2016)	\$177,840
* DEPENDENT ON FUNDING AND APPLICATION APPROVALS BY MDT	
*TOTAL	\$783,520
FTA SECTION 5309 (INCLUDES LOCAL FUNDS)	
MET TRANSIT ITS(BUS LIVABILITY GRANT) (2013)	\$47,640
*TOTAL	\$47,640
FTA SECTION 5311 (INCLUDES LOCAL FUNDS)	
OPERATING PROJECT (FY2014)	\$780,000
*TOTAL	\$780,000
FTA SECTION 5316 (INCLUDES LOCAL FUNDS)	
JARC (OPERATING) 2012	\$ 300,000
JARC (OPERATING) 2013	\$ 306,000
JARC (OPERATING) 2014*	\$ -
JARC (OPERATING) 2015*	\$ -
JARC (OPERATING) 2016*	\$ -
TOTAL	\$606,000
FTA SECTION 5317 (INCLUDES LOCAL FUNDS)	
NEW FREEDOM (OPERATING) 2012	\$ 170,000
NEW FREEDOM (OPERATING) 2013	\$ 136,000
NEW FREEDOM (OPERATING) 2014*	\$ -
NEW FREEDOM (OPERATING) 2015*	\$ -
NEW FREEDOM (OPERATING) 2016*	\$ -
TOTAL	\$306,000
FTA SECTION 5339 (INCLUDES LOCAL FUNDS)	
CAPITAL PROJECTS 2012	\$ -
CAPITAL PROJECTS 2013	\$ -
CAPITAL PROJECTS 2014	\$ 234,000
CAPITAL PROJECTS 2015	\$ 234,000
CAPITAL PROJECTS 2016	\$ 234,000
TOTAL	\$702,000
*JARC & NEW FREEDOM FUNDING NO LONGER AVAILABLE 2014-2016	
** TRANSADE FUNDING NO LONGER AVAILABLE 2014-2016	
TOTAL	\$23,491,282

TRANSPORTATION IMPROVEMENT PROGRAM (TIP) FY 2012-2016

**(Table 6) - MULTI-YEAR STAGING PROGRAM
CALENDAR YEARS 2012-2016
BILLINGS, MONTANA**

SURFACE TRANSPORTATION PROGRAM	2012	2013	2014	2015	2016	>2016
BENCH BLVD-NORTH - PHASE I						
BENCH BLVD-NORTH - PHASE II						
GRAND AVENUE						
32ND STREET WEST						




MACI MT FUNDED

BENCH BLVD-NORTH-PHASE I						
BENCH BLVD-NORTH-PHASE II						

VARIOUS FUNDED

NORTH BY PASS (ENVIRONMENTAL & LOCATION/DESIGN)						
CTEP PROJECTS (VARIOUS)						
BENCH BLVD. NORTH-PHASE I						
ZIMMERMAN TRAIL						
MDT PREVENTIVE MAINTENANCE (NH)				Per Project-----		
MDT PREVENTIVE MAINTENANCE (IM)	Per Project-----					
STP URBAN PAVEMENT PRESERVATION(UPP)			Per Project-----			
2012 SCOUR REMEDIATION						
I-90 YELLOWSTONE RIVER-BILLINGS						
1ST AVENUE SOUTH (RR CIRCUITRY UPGRADE)						
INTERSECTION-MAIN ST/AIRPORT RD						
D5 INTERSTATE FENCING						
SF 129-RNDABOUT KING 56TH						
SF 129-BILLINGS WRNG WY-PH1						

***ALL TIME FRAMES ARE APPROXIMATE

-  PRELIMINARY ENGINEERING
-  RIGHT OF WAY/UTILITIES
-  CONSTRUCTION

(Table 7) - HIGHWAY/TRANSIT MULTI-YEAR IMPROVEMENT PROGRAM FY 2012

BILLINGS, MONTANA																
PROJECT DESCRIPTION	PHASING	STP URBAN (STPU)	MT AIR CONGESTION INITIATIVE (MACI)	EARMARKS (NCPD, DEMO, MT, TCSP)	SURFACE TRANSPORTATION ENHANCEMENT (STPE)		NATIONAL HWY SYSTEM (NHS) INT MAINTENANCE	HSIP UPP RRP SRTS** MDT MACI BRIDGE	TRANSIT SEC 5307	TRANSIT SEC 5309	TRANSIT SEC 5310**	TRANSIT SEC 5316 (JARC)**	TRANSIT 5317 (NEW FREEDOM)**	TRANSADE (STATE)	OTHER*	TOTAL
					CITY	COUNTY										
Estimated carryover balance		\$ 2,802,008	\$ 3,076,539	\$31,395,229												
Estimated allocation		\$ 2,587,036	\$ 2,229,026	\$62,898	\$493,249	195,006	252,888	368,562	\$1,428,517	\$ -	\$125,000	\$150,000	\$85,000	\$50,000	\$2,507,921	
Estimated beginning balance		\$ 5,389,044	\$ 5,305,565	\$31,458,127												
SF099 GRAND-DIVISION 17TH -SIGNAL	PE							\$ 29,000								\$ 29,000
BENCH BLVD-BILLINGS PHASE II	RW		965,000													\$ 965,000
ZIMMERMAN TRAIL	PE			\$ 490,000												\$ 490,000
MDT-PREVENTATIVE MAINTENANCE - NH***	PE						\$ 252,888									\$ 252,888
MDT-URBAN PVMT PRESERVATION (UPP)	PE							\$ 40,000								\$ 40,000
2012-SCOUR MITIGATION****	PE							\$ 79,000								\$ 79,000
ENHANCEMENT PROJECTS-VARIOUS LOCATIONS	ALL				\$493,249	\$195,006										\$ 688,255
(25th STREET PEDESTRIAN BRIDGE)	CONST			\$ 62,898												\$ 62,898
SAFE ROUTES TO SCHOOL (SRTS)**	ALL															\$ -
MDT-MACI EQUIPMENT PURCHASE	OTHER							\$ 220,562								\$ 220,562
Adjustment-Airport Road	RW/IC	\$ 35,252														\$ 35,252
Adjustment-Shiloh Road	PE	\$ 16,094														\$ 16,094
TRANSIT OPERATING(7/2011-6/2012)	OPERATING								1,428,517						\$2,352,921	\$ 3,781,438
VEHICLE PURCHASES	PURCHASE										\$125,000					\$ 125,000
MET SPECIALIZED TRANS-OPERATING	OPERATING										\$150,000	\$85,000	\$50,000	\$155,000		\$ 440,000
MET TRANSIT ITS (LIVABILITY GRANT)	SOFTWARE PURCH								\$47,640							\$ 47,640
TOTAL		\$ 51,346	\$965,000	\$552,898	\$493,249	195,006	\$ 252,888	\$ 368,562	\$1,428,517	\$47,640	\$125,000	\$150,000	\$85,000	\$50,000	\$2,507,921	\$ 7,273,027

(Table 8) - HIGHWAY/TRANSIT MULTI-YEAR IMPROVEMENT PROGRAM FY2013

BILLINGS, MONTANA																
PROJECT DESCRIPTION	PHASING	STP URBAN (STPU)	MT. AIR CONGESTION INITIATIVE (MACI)	EARMARKS (NCPD, DEMO, MT)	SURFACE TRANSPORTATION ENHANCEMENT (STPE)		NATIONAL HWY SYSTEM (NHS) INTERSTATE MAINTENANCE (IM)	HSIP/UPP RRP SRTS BRIDGE	TRANSIT SEC 5307	TRANSIT SEC 5309	TRANSIT SEC 5310 **	TRANSIT SEC 5316**	TRANSIT 5317**	TRANSADE	OTHER FUNDS*	TOTAL
					CITY	COUNTY										

Estimated carryover balance		\$ 5,337,698	\$ 4,340,565	\$ 30,905,229												
Estimated allocation		\$ 2,587,036	\$ 1,043,888		\$ 493,249	\$ 195,006	\$ 100,000	\$ 6,467,483	\$ 1,485,657	\$ -	\$ 125,000	\$ 153,000	\$ 68,000	\$ 110,000	\$ 2,609,979	
Estimated beginning balance		\$ 7,924,734	\$ 5,384,453	\$ 30,905,229												
BENCH BLVD-BILLINGS PHASE I	CONST	\$ 300,720		\$ 4,561,070												\$ 4,861,790
BENCH BLVD-BILLINGS PHASE II	IC		\$ 1,896,672													\$ 1,896,672
BILLINGS BYPASS	PE/DESIGN			\$ 5,000,000												\$ 5,000,000
I-90 YELLOWSTONE RIVER-BILLINGS	PE							\$ 3,766,636								\$ 3,766,636
MDT-PREVENTATIVE MAINTENANCE - IM	PE							\$ -								\$ -
MDT-PREVENTATIVE MAINTENANCE - NH	PE							\$ 100,000								\$ 100,000
MDT-URBAN PVMT PRES (UPP)***	CONST							\$ 1,466,413								\$ 1,466,413
2012-SCOUR MITIGATION****	CONST							\$ 520,000								\$ 520,000
1ST AVENUE SOUTH(RR Circuitry Upgrade)	CONST							\$ 92,055								\$ 92,055
ENHANCEMENT PROJECTS-VARIOUS LOCATIONS	ALL				\$ 493,249	\$ 195,006										\$ 688,255
SAFE ROUTES TO SCHOOL (SRTS)**	ALL							\$ 45,000							\$ 45,000	\$ 90,000
TRANSIT OPERATING (7/2012-6/2013)	OPERATING								\$ 1,485,657						\$ 2,399,979	\$ 3,885,636
VEHICLE PURCHASES	PURCHASE										\$ 125,000					\$ 125,000
MET SPECIALIZED TRANS	OPERATING											\$ 153,000	\$ 68,000	\$ 110,000	\$ 165,000	\$ 496,000
SF 129 RNDABOUT KING 56TH	PE							\$ 354,171								\$ 354,171
	IC/RW							\$ 160,928								\$ 160,928
SF 129 BILLINGS WRNG WY-PHI	PE							\$ 62,280								\$ 62,280
TOTAL		\$ 300,720	\$ 1,896,672	\$ 9,561,070	\$ 493,249	\$ 195,006	\$ 100,000	\$ 6,467,483	\$ 1,485,657	\$ -	\$ 125,000	\$ 153,000	\$ 68,000	\$ 110,000	\$ 2,609,979	\$ 23,565,836

* LOCAL MATCH ** DEPENDENT ON FUNDING & APPLICATION APPROVAL BY MDT *** Montana Ave-Billings and Laurel Road-Billings ****One location in MPO planning area

(Table 9) - HIGHWAY/TRANSIT MULTI-YEAR IMPROVEMENT PROGRAM FISCAL YEAR 2014

BILLINGS, MONTANA																
PROJECT DESCRIPTION	PHASING	STP URBAN (STPU)	MT. AIR CONGESTION INITIATIVE (MACI)	EARMARKS (NCPD, DEMO, MT)	SURFACE TRANSPORTATION ENHANCEMENT (STPE)		NATIONAL HWY SYSTEM (NHS) INTERSTATE MAINTENANCE	STATE HSP/UPP RRP SRIS BRIDGE MDT-MACI	TRANSIT SEC 5307	TRANSIT SEC 5310 **	TRANSIT SEC 5311	TRANSIT SEC 5316**	TRANSIT 5317**	TRANSIT SEC 5339	OTHER FUNDS*	TOTAL
					CITY	COUNTY										
Estimated carryover balance		\$ 7,604,014	\$ 3,487,781	\$ 21,344,159	\$ -	\$ -										
Estimated allocation		\$ 2,587,036	\$ 1,043,888	\$ -	\$ 493,249	\$ 195,006	\$ 2,263,033	\$ 4,776,395	\$ 1,478,277	\$ 148,200	\$ 390,000	\$ -	\$ -	\$ 195,000	\$ 2,906,619	
Estimated beginning balance		\$ 10,191,050	\$ 4,531,669	\$ 21,344,159												
SF099-BILLINGS-GRAND 17TH SIG	CONST							\$ 74,890								\$ 74,890
ZIMMERMAN TRAIL	RW/IC			\$ 120,000												\$ 120,000
MDT-PREVENTATIVE MAINTENANCE - IM	PE						\$ 100,000									\$ 100,000
MDT-PREVENTATIVE MAINTENANCE - NH***\	CONST						\$ 2,163,033									\$ 2,163,033
MDT URBAN PAVEMENT PRESERVATION (UPP)	PE							\$ 50,000								\$ 50,000
ENHANCEMENT PROJECTS- VARIOUS LOCATIONS	ALL				\$ 493,249	\$ 195,006										\$ 688,255
SAFE ROUTES TO SCHOOL (SRTS)**	ALL							\$ 45,000								\$ 45,000
SIGNAL OPTIMIZATION	OTHER							\$ 217,500								\$ 217,500
TRANSIT OPERATING (7/2013-6/2014)	OPERATING								\$ 1,545,083						\$ 2,447,979	\$ 3,993,062
VEHICLE PURCHASES	PURCHASE									\$ 148,200					\$ 29,640	\$ 177,840
MET SPECIALIZED TRANS	OPERATING											****	****	****	\$ -	\$ -
TRANSIT OPERATING (7/2013-6/2014)	OPERATING										\$ 390,000				\$ 390,000	\$ 780,000
TRANSIT CAPITAL (7/2013-6/2014)	CAPITAL													\$ 195,000	\$ 39,000	\$ 234,000
INTERSECTION-MAIN ST/AIRPORT RD	PE/CONST							\$ 900,000								\$ 900,000
D5 INTERSTATE FENCING	PE/CONST							\$ 650,000								\$ 650,000
SF 129 RNDABOUT KING 56TH	CE/CONST							\$ 2,361,526								\$ 2,361,526
SF 129 BILLINGS WRNG WY-PHI	CE/CONST							\$ 477,479								\$ 477,479
TOTAL		\$ -	\$ -	\$ 120,000	\$ 493,249	\$ 195,006	\$ 2,263,033	\$ 4,776,395	\$ 1,545,083	\$ 148,200	\$ 390,000	\$ -	\$ -	\$ 195,000	\$ 2,906,619	\$ 13,032,585

*LOCAL MATCH FOR TRANSIT **DEPENDENT ON FUNDING AND APPLICATION APPROVALS BY MDT *** 27th St-1st Ave S to Airport and Exposition Dr & 1st Ave N-Blgs ****5316 &5317 funding no longer available (2014) *****Transade funding no longer available (2014)

(Table 10) - HIGHWAY/TRANSIT MULTI-YEAR IMPROVEMENT PROGRAM FISCAL YEAR 2015
BILLINGS, MONTANA

PROJECT DESCRIPTION	PHASING	STP URBAN (STPU)	MT. AIR CONGESTION INITIATIVE (MACI)	EARMARKS (MT, NCPD DEMO)	SURFACE TRANSPORTATION ENHANCEMENT (STPE)		NATIONAL HWY SYSTEM (NHS) INTERSTATE MAINTENANCE (IM)	HSIP UPP RRP SRTS BRIDGE	TRANSIT SEC 5307	TRANSIT SEC 5310**	TRANSIT SEC 5311	TRANSIT SEC 5316**	TRANSIT SEC 5317**	TRANSIT SEC 5339	TRANSADE	OTHER FUNDS*	TOTAL
					CITY	COUNTY											
Estimated carryover balance		\$ 10,191,050	\$ 4,531,660	\$ 21,224,129													
Estimated allocation		\$ 2,587,036	\$ 1,043,888		\$ 493,249	\$ 195,006	\$ 1,600,000		\$ 1,537,408	\$ 148,200	\$ 390,000	\$ -	\$ -	\$ 195,000	\$ -	\$ 3,000,579	
Estimated beginning balance		\$ 12,778,086	\$ 5,575,548	\$ 21,224,129													
ZIMMERMAN TRAIL	CONST			\$ 5,390,000													\$ 5,390,000
BENCH BLVD-BILLINGS PHASE II	CONST	\$ 12,462,601															\$ 12,462,601
MDT-PREVENTATIVE MAINTENANCE - IM	PE/CONST						\$ 1,500,000										\$ 1,500,000
MDT-PREVENTATIVE MAINTENANCE - NH	PE						\$ 100,000										\$ 100,000
MDT-URBAN PAVEMENT PRESERVATION (UPP)	CONST							\$ -									\$ -
ENHANCEMENT PROJECTS-VARIOUS LOCATIONS	ALL				\$ 493,249	\$ 195,006											\$ 688,255
SAFE ROUTES TO SCHOOL (SRTS)**	ALL							\$ 50,000								\$ 45,000	\$ 95,000
TRANSIT OPERATING (7/2014-6/2015)									\$ 1,606,886							\$ 2,496,939	\$ 4,103,825
REPLACEMENT VEHICLES										\$ 148,200						\$ 29,640	\$ 177,840
MET SPECIALIZED TRANS.-OPERATING												****	****	*****		*****	\$ -
TRANSIT OPERATING (7/2014-6/2015)	OPERATING										\$ 390,000					\$ 390,000	\$ 780,000
TRANSIT CAPITAL (7/2014-6/2015)	CAPITAL													\$ 195,000		\$ 39,000	\$ 234,000
TOTAL		\$ 12,462,601	\$ -	\$ 5,390,000	\$ 493,249	\$ 195,006	\$ 1,600,000	\$ 50,000	\$ 1,606,886	\$ 148,200	\$ 390,000	\$ -	\$ -	\$ 195,000	\$ -	\$ 3,000,579	\$ 25,531,521
*Local Match for Transit **Dependent on Funding & Application Approvals by MDT **** 5316 & 5317 funding no longer available (2015) ***** TRANSADE funding no longer available (2015)																	

(Table 11) - HIGHWAY/TRANSIT MULTI-YEAR IMPROVEMENT PROGRAM FISCAL YEAR 2016

BILLINGS, MONTANA

PROJECT DESCRIPTION	PHASING	STP URBAN (STPU)	MT. AIR CONGESTION INITIATIVE (MACI)	EARMARKS (MT, NCPD, DEMO)	SURFACE TRANSPORTATION ENHANCEMENT (STE)		NATIONAL HWY SYSTEM (NHS) INT MAINTENANCE (IM)	HSIP RRP	UPP SRTS** BRIDGE	TRANSIT SEC 5307	TRANSIT SEC 5310**	TRANSIT SEC 5311	TRANSIT SEC 5316**	TRANSIT SEC 5317**	TRANSIT SEC 5339	TRANSADE	OTHER FUNDS*	TOTAL	
					CITY	COUNTY													
Estimated carryover balance		\$ 315,485	\$ 5,575,548	\$ 15,834,159															
Estimated allocation		\$ 2,587,036	\$ 1,043,888	\$ -	\$ 493,249	\$ 195,006	\$ 1,000,000	\$ 1,050,000	\$ 1,671,162	\$ 148,200	\$ 390,000	0	0	\$ 195,000			\$ 3,005,518		
Estimated beginning balance		\$ 2,902,521	\$ 6,619,436	\$ 15,834,159															
MDT-PREVENTATIVE MAINTENANCE - IM	PE/CONST						\$ -												\$ -
MDT-PREVENTATIVE MAINTENANCE - NH	PE/CONST						\$ 1,000,000												\$ 1,000,000
MDT-URBAN PVMT PRES (UPP)	CONST							\$ 1,000,000											\$ 1,000,000
ENHANCEMENT PROJECTS-VARIOUS LOCATIONS	ALL				\$ 493,249	\$ 195,006													\$ 688,255
SAFE ROUTES TO SCHOOL (SRTS)	ALL							\$ 50,000											\$ 50,000
TRANSIT OPERATING (7/16-6/17)	Operating								\$ 1,671,162									\$ 2,546,878	\$ 4,218,040
VEHICLE REPLACEMENTS**	Purchase									\$ 148,200								\$ 29,640	\$ 177,840
MET SPECIALIZED TRANS.-OPERATING**	Operating												****	****		*****			\$ -
TRANSIT OPERATING (7/16-6/17)	Operating											\$ 390,000						\$ 390,000	\$ 780,000
TRANSIT CAPITAL (7/16-6/17)	Capital														\$ 195,000			\$ 39,000	\$ 234,000
TOTAL		\$ -	\$ -	\$ -	\$ 493,249	\$ 195,006	\$ 1,000,000	\$ 1,050,000	\$ 1,671,162	\$ 148,200	\$ 390,000	\$ -	\$ -	\$ 195,000	\$ -	\$ -	\$ 3,005,518	\$ 8,148,135	

*Local Match for Transit **Dependent on Funding & Application Approvals by MDT **** 5316 & 5317 funding no longer available (2016)

*****TRANSADE funding no longer available (2016)

(Table 12) - BIENNIAL ELEMENT OCTOBER 1, 2011 - SEPTEMBER 30, 2013 (HIGHWAY)
BILLINGS, MONTANA

PROJECT/PHASE	PROJECT NUMBER	PROJECT DESCRIPTION	TOTAL ESTIMATE	FEDERAL FUNDS	NON-FEDERAL FUNDS AND SOURCES	RECIPIENT OF FUNDS	RESPONSIBLE IMPLEMENTING
SF099 GRAND-DIVISION 17TH-SIGNAL (PE)	HSIP 1004	UPGRADE/SIGNAL UPGRADE/SIGNAL	29,000	25,108 FHWA	3,892 STATE MATCH	MDT	MDT
BENCH BLVD-BILLINGS PHASE II (RW)	CM 1036()	RECONSTRUCTION	1,567,915	1,357,501 FHWA	210,414 STATE MATCH	MDT	MDT
ZIMMERMAN TRAIL (PE)	MT 1001	ADD CLIMBING LN STRAIGHTEN CRVE	490,000	424,242 FHWA	65,758 LOCAL MATCH	MDT	MDT
MDT-PREVENTIVE MAINTENANCE (NH) (PE)	NH	MAINTENANCE MAINTENANCE	252,888	227,599 FHWA	25,289 STATE MATCH	MDT	MDT
MDT-URBAN PVMT PRESERVATION(UPP) (PE)	UPP 1020(20) & 1020(18)	PAVEMENT PRESERVATION	40,000	34,632 FHWA	5,368 STATE MATCH	MDT	MDT
2012 SCOUR MITIGATION (PE)	BH	REMEDIATION	79,000	72,080 FHWA	6,920 STATE MATCH	MDT	MDT
CTEP PROJECTS (PE, RW, IC, CONST)	STPE VARIOUS			FHWA	LOCAL MATCH	MDT	MDT
MDT-MACI EQUIPMENT PURCHASE (PURCHASE)	CM STWD(110)	SWEeper PURCHASE	220,562	190,963 FHWA	29,599 LOCAL MATCH	MDT	MDT
BENCH BLVD-BILLINGS PHASE I (CONST)	MT 1036()	RECONSTRUCTION	4,561,070	3,948,974 FHWA	612,096 STATE MATCH	MDT	MDT
BENCH BLVD-BILLINGS PHASE I (CONST)	MT-STPU 1036()	RECONSTRUCTION	300,720	260,363 FHWA	40,357 STATE MATCH	MDT	MDT
BENCH BLVD-BILLINGS PHASE II (IC)	CM 1036()	RECONSTRUCTION	965,000	835,497 FHWA	129,503 STATE MATCH	MDT	MDT
BILLINGS BYPASS (PE-DESIGN)	MT	NEW CONST.	5,000,000	4,329,000 FHWA	671,000 STATE MATCH	MDT	MDT
I-90 YELLOWSTONE RIVER-BILLINGS (PE)	BR 90-	STRUCTURES STRUCTURES	3,766,636	3,389,972 FHWA	376,664 STATE MATCH	MDT	MDT
MDT-PREVENTIVE MAINTENANCE (NH) (PE/CONST.)	NH VARIOUS	MAINTENANCE MAINTENANCE	100,000	90,000 FHWA	10,000 STATE MATCH	MDT	MDT
MDT-URBAN PVMT PRESERVATION(UPP) (CONST)	UPP 1020(20)&1020(18)	PAVEMENT PRESERVATION	1,466,413	1,269,620 FHWA	196,793 STATE MATCH	MDT	MDT
2012-SCOUR MITIGATION (CONST)	BH	REMEDIATION	520,000	450,216 FHWA	69784 STATE MATCH		
1ST AVENUE SOUTH (CONST)	STPRP 1022(7)	RR CIRCUITRY UPGRADE	92,055	82,850 FHWA	9206 STATE MATCH		
OPERATION AND MAINTENANCE - STATE (PE/CONST.)	N/A	OP./MAINT.	446,000	0 FHWA	446,000 STATE	MDT	MDT
OPERATION AND MAINTENANCE - LOCAL (PE/CONST.)	N/A	OP./MAINT.	225,000	0 FHWA	225,000 LOCAL	MDT	MDT
SF 129 RNDABOUT KING 56TH	N/A	ROUNDABOUT	2,876,625	HSIP		MDT	MDT
SF 129 BILLINGS WRNG WY-PH1	N/A	SIGNAGE	539,759	HSIP		MDT	MDT

TRANSPORTATION IMPROVEMENT PROGRAM (TIP) FY 2012-2016

(Table 13) - BIENNIAL ELEMENT JULY 1, 2012-JUNE 30, 2014 (TRANSIT)

BILLINGS MONTANA					
PROJECT/FUNDING SOURCE	TOTAL EST COST	FEDERAL FUNDS AND SOURCES	NON-FEDERAL FUNDS AND SOURCES	RECIPIENT OF FUNDS	RESPONSIBLE IMPLEMENTING AGENCY
FTA SECTION 5307					
OPERATING PROJECT (7-1-11 TO 6-30-12)	3,781,438	1,428,517	2,352,921	CITY	CITY
OPERATING PROJECT (7-1-12 TO 6-30-13)	3,885,636	1,485,657	2,399,979	CITY	CITY
FTA SECTION 5309					
MET TRANSIT ITS (LIVABILITY GRANT	47,640	38,112	9,528	MDT	CITY
FTA SECTION 5310*					
REPLACEMENT VEHICLES(2012)	125,000	100,000	25,000	STATE	VARIOUS LOCAL
REPLACEMENT VEHICLES (2013)	125,000	100,000	25,000	STATE	VARIOUS LOCAL
TRANSADE*					
MET SPECIALIZED TRANSIT OPERATING-2012	200,000	100,000	100,000	CITY	CITY
MET SPECIALIZED TRANSIT OPERATING-2013	220,000	110,000	110,000	CITY	CITY
FTA SECTION 5316*					
JARC OPERATING-2012	150,000	75,000	75,000	CITY	CITY
JARC OPERATING-2013	153,000	76,500	76,500	CITY	CITY
FTA SECTION 5317*					
OPERATING-2012	170,000	85,000	85,000	CITY	CITY
OPERATING-2013	136,000	68,000	68,000	CITY	CITY

Regular City Council Meeting

Meeting Date: 01/28/2013

TITLE: Billings Metropolitan Planning Organization Urban Boundary Relocation

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

Every 10 years in coordination with the Federal Highway Administration and data from the US Census Bureau the Billings Metropolitan Planning Organization (MPO) is required to review the Urban Boundary that surrounds the City of Billings and includes a portion of Yellowstone County. This is accomplished by working with the Montana Department of Transportation through the US Census Bureau to identify densely developed land that encompasses residential, commercial, and other nonresidential urban land uses. The boundaries of this “urban area” have been defined using measures based primarily on population counts and residential population density, but also through criteria that account for nonresidential urban land uses, such as commercial, industrial, transportation, and open space that are part of the urban landscape. Billings MPO staff and MDT staff have worked to update the Urban Boundary based on the 2010 Census. Staff recommends that the City Council recognize and approve the update as part of the process and send a recommendation to the Policy Coordinating Committee.

ALTERNATIVES ANALYZED

This Urban Boundary update is mandated by the Federal Highway Administration. The Council may:

- Recommend approval of the new Urban Boundary in order to continue to comply with federal regulations
- Not recommend approval of the new Urban Boundary and become non-compliant with federal regulations
- Recommend modifications to the proposed urban boundary that the Council's representative will present to the Policy Coordinating Committee (PCC) for further consideration. It should be noted that the proposed urban boundary was updated through analysis of 2010 Census data and coordinated with MDT staff to ensure compliance with the regulations.

FINANCIAL IMPACT

Financial impacts are not expected. There will be a minor shift of 3.7 miles from the Secondary road system to the Urban road system in the Billings Urban Area but no financial impact has been determined at this time. If a significant financial impact is found later, staff will bring that information back to the City Council.

RECOMMENDATION

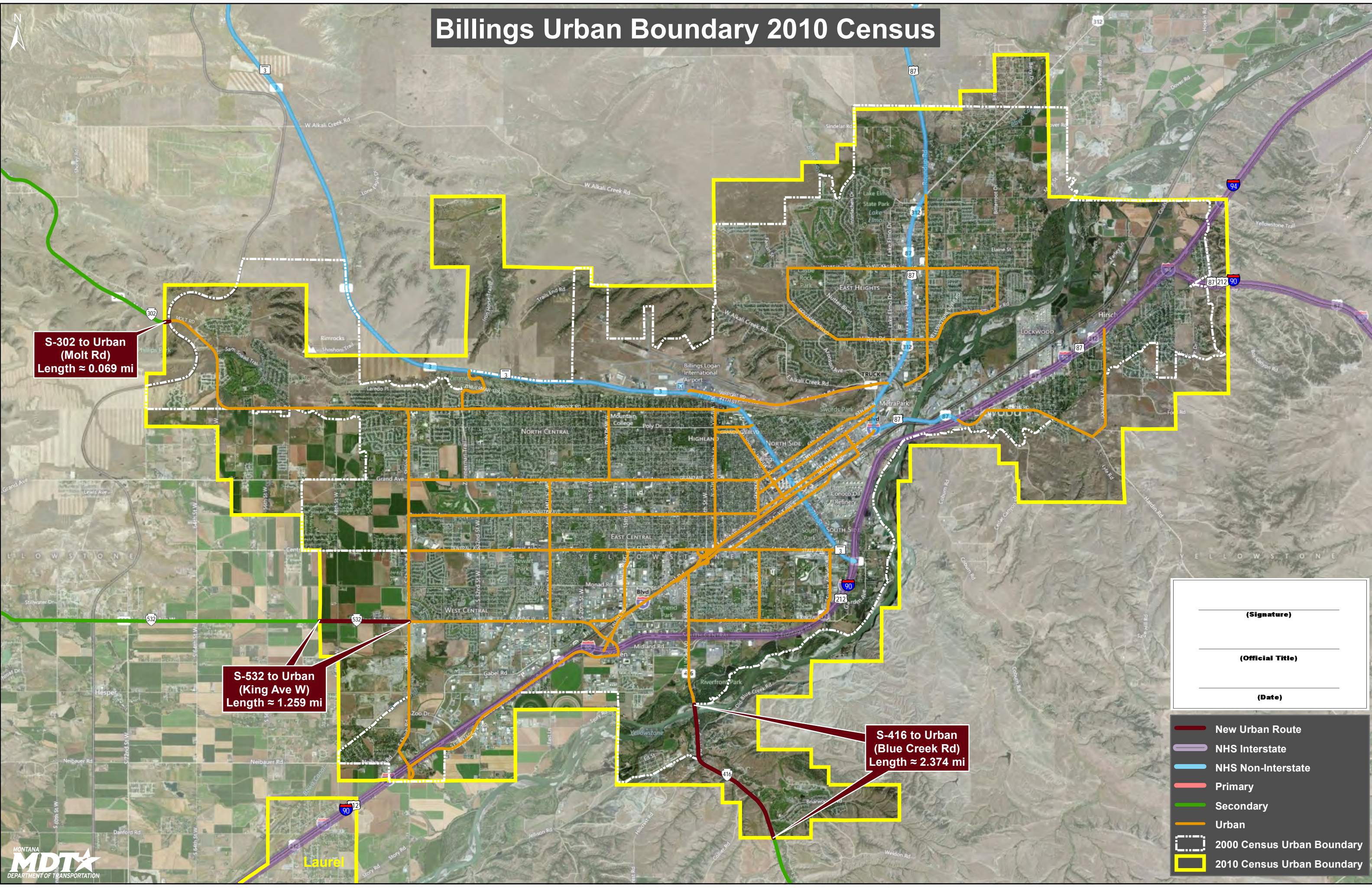
Staff recommends that Council approve the Urban Boundary Update and forward that recommendation to PCC through its designee.

APPROVED BY CITY ADMINISTRATOR

Attachments

[Billings Urban Boundary Map - 2013](#)

Billings Urban Boundary 2010 Census



S-302 to Urban
(Molt Rd)
Length ≈ 0.069 mi

S-532 to Urban
(King Ave W)
Length ≈ 1.259 mi

S-416 to Urban
(Blue Creek Rd)
Length ≈ 2.374 mi

(Signature)

(Official Title)

(Date)

- New Urban Route
- NHS Interstate
- NHS Non-Interstate
- Primary
- Secondary
- Urban
- 2000 Census Urban Boundary
- 2010 Census Urban Boundary

Regular City Council Meeting

Meeting Date: 01/28/2013

TITLE: Approval of Additional Funds for Enforcing Underage Drinking Laws 2 (EUDL 2) Grant in the Amount of \$14,079.58

PRESENTED BY: Rich St. John

Department: Police

Information

PROBLEM/ISSUE STATEMENT

On June 25, 2012, City Council approved and authorized the Billings Police Department to accept the Enforcing Underage Drinking Laws 2 (EUDL 2) Grant in the amount of \$5,280. The goals of the EUDL 2 grant are to enforce underage drinking through patrol, alcohol retail sale trainings, reverse stings and compliance checks. The grant funds overtime for the officers involved in these details.

United Way has informed the BPD of an amendment to the EUDL 2 grant. The amendment includes an extension of the time period of the grant, as well as additional funds. United Way would like to award the BPD \$14,079.58 in additional funds. The grant time period was originally set to begin on July 1, 2011 and end December 31, 2012. The end date has been extended to May 10, 2013, to allow for time to spend additional funds awarded to the BPD.

ALTERNATIVES ANALYZED

The City Council may:

- Accept the additional EUDL 2 grant funds of \$14,079.58; or
- Not accept the additional EUDL 2 grant funds of \$14,079.58, which would result in eliminating extra duty for patrol, alcohol retail sale trainings, 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 additional United Way grant funds for EUDL 2 in the amount of \$14,079.58.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 01/28/2013

TITLE: W.O. 09-20 Rimrock Road; Forsythia to Shiloh - Resolution of Intent to construct improvements and set a Public Hearing

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

W.O. 09-20 will improve Rimrock Road from Forsythia Boulevard to Shiloh Road. Improvements will consist of street widening, installation of curb/gutter, sidewalk, drive approaches, street lights, and other miscellaneous items. This project will also include assessments to property owners for curb/gutter, sidewalk, drive approach, and driveway improvements for lots which do not already have those improvements. In order to create the assessment district, Council must pass a Resolution of Intent and set a Public Hearing for the project to allow for property owner comments and protests. The assessments for this section of Rimrock Road are for the same types of items as were assessed to property owners for the previously constructed sections of Rimrock Road.

ALTERNATIVES ANALYZED

The Council may:

- Pass this Resolution of Intent and set a Public Hearing for the February 25th Council meeting;
- or
- Do not pass this Resolution of Intent and do not set a Public Hearing date. Funding for the property owner improvements would need to be found in order to continue with this phase of Rimrock Road.

FINANCIAL IMPACT

The proposed project is funded through multiple sources, including direct property assessments, for a total estimated project cost of \$4,413,000 as follows:

Assessed Costs	\$163,000
Water Funds	\$2,000,000
Arterial Funds	\$2,250,000

Funding for the proposed project is identified in the Capital Improvement Plan and in the Fiscal Year 2013 budget.

RECOMMENDATION

Staff recommends that Council approve this Resolution of Intent for W.O. 09-20 and set a public hearing for the February 25th Council meeting.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution

Exh A

Exh B

RESOLUTION NO. 13-_____

A RESOLUTION RELATING TO W.O. 09-20, RIMROCK ROAD – FORSYTHIA TO SHILOH; DECLARING IT TO BE THE INTENTION OF THE CITY COUNCIL TO ORDER IN THE PROGRAM FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SIDEWALK, CURB AND GUTTER IMPROVEMENT BONDS SECURED BY THE CITY’S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND.

WHEREAS, the city is granted the power pursuant to M.C.A. 7-14-4109 to order certain improvements without creation of a special improvement district and certain sections of curb and gutter, sidewalks, drive approaches, alley approaches and/or appurtenant features have deteriorated, settled and cracked, or none exist, or some of the foregoing do not exist; and

WHEREAS, the safety and convenience of the public require installation, construction, reconstruction, repair or replacement of curbs and gutters, sidewalks, drive approaches, alley approaches, and/or appurtenant features or combinations thereof; and

WHEREAS, said improvements should be ordered as provided by law.

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

1. INTENTION TO ORDER IN. It is the intention of the Council to order the installation, construction, reconstruction, or replacements of certain curbs, gutters, sidewalks, drive approaches, driveways, alley approaches and appurtenant improvements in certain locations, which improvements and locations are more fully described in Exhibits “A” and “B” attached hereto.
2. AFFECTED PROPERTIES. All properties, which will be required to pay any portion of the costs of the improvements identified herein, are listed and the owners of those properties are identified on Exhibit “B” attached hereto.
3. ESTIMATED COSTS. The estimated assessed costs of the proposed improvements, including construction costs, project management costs, incidental expenses, engineering fees, legal fees, administrative fees and bond issuance costs, but exclusive of interest charges, will be \$163,000.00 as described below:

Construction Costs	\$	112,720.99
Management Costs	\$	24,548.19
Engineering & Administration (6%)	\$	9,780.00
Revolving Fund (5%)	\$	8,150.00
Bond Discount (2%)	\$	3,260.00
Issuance Costs (3.0%)	\$	4,890.00
Bank Fees	\$	100.00
Roundoff	\$	(449.18)

Estimated unit costs for construction only, not including engineering, legal, administrative, and bond costs are as follows:

New Construction:

Concrete Sidewalk	\$ 4.50/SF
Curb and Gutter	\$12.00/LF
New Drive Approach	\$ 6.25/SF
General Requirements	EA

The actual cost to be assessed against any benefited property will be determined by the actual amount of work done adjacent to the property, and upon bid prices received by the contractor.

4. ASSESSMENT OF COSTS. All costs of constructing the curbs, gutters, sidewalks, and drive approaches, including engineering, administrative and bond costs, will be assessed against the properties which are adjacent to the improvements installed. As shown on Exhibit "B", assessments will be levied against 40 separate lots, parcels, or tracts.

The costs for each property will vary depending upon the actual construction that is required adjacent to each property. The average total assessment, including engineering, administrative, and bond costs is estimated to be \$4,075.00, with a high of \$6,781.41, low of \$593.94, and a median of \$3,900.66.

5. PERIOD OF ASSESSMENT. The assessments for all improvements and costs shall be paid in not more than twelve (12) annual installments, plus interest, provided however, that payment of one-half of each annual installment, plus interest, may be deferred to May 31 of the year following the assessment.
6. PROPERTY OWNER OPTION TO CONSTRUCT IMPROVEMENTS. In the event that the City Council orders in the above-described improvements following the public hearing, then the owners of all properties to be assessed for the costs of said improvements will be notified of such action in writing. Said owners will have thirty (30) days from the date of said notice in which to install the required improvements at their own expense. In the event the owners do not install these improvements, the City will do so and will assess the costs against the benefited properties as described herein.
7. METHOD OF FINANCING; PLEDGE OF REVOLVING FUND; FINDINGS AND DETERMINATIONS. The City will issue **Sidewalk, Curb, and Gutter Improvement Bonds** in an aggregate principal amount not to exceed \$163,000.00 in order to finance the costs of the Improvements. Principal of and interest on the Bonds will be paid from special assessments levied against the property in the Project. This Council further finds it is in the public interest, and in the best interest of the City and the Project, to secure payment of principal of and interest on the Bonds by the Revolving Fund and hereby authorizes the City to enter into the undertakings and agreements authorized in Section 7-12-4225 in respect to the Bonds.

In determining to authorize such undertakings and agreements, this Council has taken into consideration the following factors:

- (a) Estimated Market Value of Parcels. The estimated total market value of the lots, parcels, or tracts in the Project, as of the date of adoption of this resolution, as estimated by the County Assessor, is \$3,996,476.00. The average market value is \$99,911.90 with a high of \$190,866.00 and a low of \$69,097.00 and median value of \$91,991.00. The special assessments to be levied against each lot, parcel, or tract are less than the increase in the estimated market value of the properties as a result of the construction of the improvements.
- (b) Diversity of Property Ownership. For the 40 Tax codes in this project, there are 40 separate owners. It is unlikely that financial difficulties would arise that would require a loan to be made from the Revolving Fund.
- (c) Comparison of Special Assessments, Property Taxes and Market Value. Currently, one (1) parcel has an SID levied against them. Parcel 20, owned by Charles and Carol Maxwell, was assessed as part of the City-Wide Miscellaneous and Developer-Related assessment program.

As noted in Section 4, the estimated average assessment levied by this project will be \$4,075.00. With an average market value of \$99,911.90, and an average yearly principal payment of \$339.58 (monthly principal of \$28.30) assuming 6% interest rate, the amount of assessment versus the value of the property would appear acceptable. As such, no unusual need for loans from the Revolving Fund would be expected. Further information comparing the total cost (estimate) to the market value for each parcel is listed in Exhibit "B".

- (d) Delinquencies. For tax year 2012, Zero (0) parcels were delinquent. This rate is above the average city collection rate of 95%.

Therefore, given the delinquency history of this Project area, no unusual need for loans from the Revolving Fund would be expected.

- (e) The Public Benefit of the Improvements. Current City Subdivision and Site Development Ordinances, and under City Council policies, the cost of installation of new curb, gutter, sidewalk, and drive approaches is to be borne by the adjoining property owners.

Rimrock Road is scheduled to be improved as part of the City's overall transportation plan, and this street reconstruction project will install both missing improvements and bring existing improvements into compliance. The subject improvements of curb/gutter, sidewalk, drive approach, and other miscellaneous items are identified as

either missing or out of current Americans with Disability Act (ADA) compliance. Installation of these improvements will provide a safe, accessible walking surface for school children and other pedestrians walking along Rimrock Road. The cost to install new improvements will be borne by the adjoining property owners per City policy, but City funding sources will fund the costs to replace non-ADA compliant but otherwise serviceable drive approaches.

The project improvement limits are scheduled to extend along Rimrock Road from Forsythia Boulevard to Shiloh Road.

8. REIMBURSEMENT EXPENDITURES.

- (a) Regulations. The United States Department of Treasury has promulgated final regulations governing the use of proceeds of tax-exempt bonds, all or a portion of which are to be used to reimburse the City for project expenditures paid by the City prior to the date of issuance of such bonds. Those regulations (Treasury Regulations, Section 1.150-2) (the “Regulations”) require that the City adopt a statement of official intent to reimburse an original expenditure not later than 60 days after payment of the original expenditure. The Regulations also generally require that the bonds be issued and the reimbursement allocation made from the proceeds of the bonds within 18 months (or three years, if the reimbursement bond issue qualifies for the “small issuer” exception from the arbitrage rebate requirement) after the later of (i) the date the expenditure is paid or (ii) the date the project is placed in service or abandoned, but (unless the issue qualifies for the “small issuer” exception from the arbitrage rebate requirement) in no event more than three years after the date the expenditure is paid. The Regulations generally permit reimbursement of capital expenditures and costs of issuance of the bonds.
- (b) Prior Expenditures. Other than (i) expenditures to be paid or reimbursed from sources other than the Bonds, (ii) expenditures permitted to be reimbursed under the transitional provision contained in Section 1.150-2(j)(2) of the Regulations, (iii) expenditures constituting preliminary expenditures within the meaning of Section 1.150-2(f)(2) of the Regulations, or (iv) expenditures in a “de minimus” amount (as defined in Section 1.150-2(f)(1) of the Regulations), no expenditures for the Improvements have been paid by the City before the date 60 days before the date of adoption of this resolution.
- (c) Declaration of Intent. The City reasonably expects to reimburse the expenditures made for costs of the Improvements out of the proceeds of Bonds in an estimated maximum aggregate principal amount of \$163,000.00 after the date of payment of all or a portion of the costs of the Improvements. All reimbursed expenditures shall be capital expenditures, a cost of issuance of the

Bonds or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Regulations.

(d) Budgetary Matters. As of the date hereof, there are no City funds reserved, allocated on a long-term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long-term basis or otherwise set aside) to provide permanent financing for the expenditures related to the Improvements, other than pursuant to the issuance of the Bonds. The statement of intent contained in this resolution, therefore, is determined to be consistent with the City's budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof.

(e) Reimbursement Allocations. The City's financial officer shall be responsible for making the "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the Bonds to reimburse the source of temporary financing used by the City to make prior payment of the costs of the Improvements. Each allocation shall be evidenced by an entry on the official books and records of the City maintained for the Bonds or the Improvements and shall specifically identify the actual original expenditure being reimbursed.

9. PUBLIC HEARING. On Monday, February 25, 2013, at 6:30 p.m., in the Council Chambers located on the Second Floor of the Police Facility, 220 North 27th Street, Billings, MT, the City Council will conduct a public hearing concerning this project and all interested parties will be allowed to testify. The City Council will also consider all written comments submitted to the City Clerk prior to the hearing or submitted to the Council during the hearing.

10. NOTICE OF PASSAGE OF RESOLUTION OF INTENTION. The City Clerk is hereby authorized and directed to publish or cause to be published a copy of a Notice of the passage of this Resolution in the BILLINGS TIMES, a newspaper of general circulation in the county on January 31, February 7, and February 14, 2013, in the form and manner prescribed by law, and to mail or cause to be mailed, a copy of said Notice to every person, firm corporation, or the agent of such person, firm, or corporation having real property within the District listed in his or her name upon the last completed assessment roll for state, county and school district taxes, at his last-known address, on or before the same day such notice is published.

PASSED by the City Council and APPROVED this 28th day of January, 2013.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel MAYOR

ATTEST:

Cari Martin

CITY CLERK

W.O. 09-20 Rimrock Road EXHIBIT A



Exhibit B

W.O. 09-20 Rimrock Road - Forsythia to Shiloh

Parcel No.	Tax Code	SID #	SID Pay-off (A)	Delinquent (B)	WO 09-20- Assessment (C)	A + B + C	Market Value
1	A06461				\$ 1,773.73	\$ 1,773.73	\$ 92,186.00
2	A06462				\$ 3,919.24	\$ 3,919.24	\$ 108,068.00
3	A06463				\$ 3,704.25	\$ 3,704.25	\$ 108,778.00
4	A06464				\$ 4,264.13	\$ 4,264.13	\$ 95,210.00
5	A06465				\$ 4,299.96	\$ 4,299.96	\$ 89,012.00
6	A06466				\$ 4,335.81	\$ 4,335.81	\$ 88,342.00
7	A06467				\$ 4,120.81	\$ 4,120.81	\$ 74,042.00
8	A06468				\$ 4,001.34	\$ 4,001.34	\$ 105,682.00
9	A06469				\$ 4,514.97	\$ 4,514.97	\$ 97,374.00
10	A06470				\$ 5,831.85	\$ 5,831.85	\$ 123,163.00
11	A06471				\$ 3,704.25	\$ 3,704.25	\$ 75,013.00
12	A06472				\$ 6,781.41	\$ 6,781.41	\$ 97,262.00
13	A06473				\$ 5,692.96	\$ 5,692.96	\$ 121,900.00
14	A06474				\$ 3,847.58	\$ 3,847.58	\$ 73,765.00
15	A06474A				\$ 3,704.25	\$ 3,704.25	\$ 78,187.00
16	A06475				\$ 3,990.91	\$ 3,990.91	\$ 101,164.00
17	A06476				\$ 1,592.33	\$ 1,592.33	\$ 87,199.00
18	A12533A				\$ 3,349.27	\$ 3,349.27	\$ 119,365.00
19	A12533B				\$ 2,811.77	\$ 2,811.77	\$ 125,916.00
20	A13161	2508	\$ 5,338.47		\$ 6,210.30	\$ 11,548.77	\$ 119,905.00
21	A13185A				\$ 6,664.96	\$ 6,664.96	\$ 190,561.00
22	A13203				\$ 6,510.88	\$ 6,510.88	\$ 98,663.00
23	A13844				\$ 6,457.50	\$ 6,457.50	\$ 126,182.00
24	A13982				\$ 4,601.52	\$ 4,601.52	\$ 88,131.00
25	A17088				\$ 1,572.17	\$ 1,572.17	\$ 71,126.00
26	A20259				\$ 6,158.81	\$ 6,158.81	\$ 69,097.00
27	A21237				\$ 3,188.47	\$ 3,188.47	\$ 190,866.00
28	C03131				\$ 4,084.53	\$ 4,084.53	\$ 133,511.00
29	C03131A				\$ 3,751.27	\$ 3,751.27	\$ 80,958.00
30	C03131B				\$ 3,751.27	\$ 3,751.27	\$ 88,014.00
31	C03131C				\$ 3,719.61	\$ 3,719.61	\$ 88,189.00
32	C03135				\$ 3,457.45	\$ 3,457.45	\$ 91,796.00
33	C03136				\$ 3,864.15	\$ 3,864.15	\$ 103,576.00
34	C03137				\$ 3,864.15	\$ 3,864.15	\$ 89,754.00
35	C03138				\$ 3,882.07	\$ 3,882.07	\$ 86,954.00
36	C03139				\$ 3,882.07	\$ 3,882.07	\$ 79,282.00
37	D04753				\$ 5,115.98	\$ 5,115.98	\$ 77,948.00
38	D04755				\$ 4,733.37	\$ 4,733.37	\$ 109,413.00
39	D04756				\$ 593.94	\$ 593.94	\$ 73,182.00
40	D04757				\$ 694.71	\$ 694.71	\$ 77,740.00
Average					\$ 4,075.00		\$ 99,911.90
Median					\$ 3,900.66		\$ 91,991.00
Low					\$ 593.94		\$ 69,097.00
High					\$ 6,781.41		\$ 190,866.00

Regular City Council Meeting

Meeting Date: 01/28/2013
TITLE: Zone Change #906 - 2nd Reading
PRESENTED BY: Candi Beaudry
Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

This is a zone change request from Planned Development – Residential Multi-family-Restricted (PD-RMF-R) to Planned Development – Neighborhood Commercial (PD-NC). The existing zoning also allows the location of a church as an allowed use in addition to the residential use. The application is for a 45,950 square foot parcel of land described as Lot 2, Block 28, Harvest Subdivision, 3rd Filing located generally at 3225 Rosebud Drive. The property is a unit-ownership parcel that includes 15 residential units and the now-vacant church/day care. The vacant structure is owned by Stockman Bank. The residential owners are Terry Havener, Susan Havener, Brittany Evans, Kimberly Erbacher, John Erbacher, Folmer Christensen, and Mari Christensen. The agents are R.L. McComish and Sanderson Stewart representing the potential purchasers of the Stockman Bank unit. The intent of the purchasers is to establish a Pickle Barrel restaurant. The agents and owner conducted a pre-application neighborhood meeting on September 24, 2012. A preliminary review meeting was held by city staff on October 29, 2012.

The Zoning Commission granted the applicant a 30-day delay of the public hearing on November 7, 2012. The applicant was preparing a detailed traffic study for the adjacent streets and intersections. The Zoning Commission conducted a public hearing December 4, 2012, and is forwarding a recommendation of approval on a 3-0-1 vote. The City Council conducted a public hearing on January 14, 2013 and approved the zone change on first reading.

ALTERNATIVES ANALYZED

State law at Section 76-2-304, MCA, 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

The City may realize additional tax revenue if the existing vacant building is renovated. The City fees assigned to the property will be increased from the rate charged for residential to a rate charged for commercial property.

RECOMMENDATION

The Zoning Commission is forwarding a recommendation of approval and adoption of the 10 criteria for Zone Change #906 on a 3-0-1 vote.

APPROVED BY CITY ADMINISTRATOR

Attachments

Ordinance and PD amendment

Attachment G
PLANNED DEVELOPMENT AGREEMENT
For Lot 2, Block 28, of Harvest Subdivision 3rd Filing,
in the City of Billings, Yellowstone County, Montana

THIS AGREEMENT, made and entered into this ___ day of _____, 2012, by and between Terry Havener, Susan Havener, Brittany Evans, Kimberly Erbacher, John Erbacher, Folmer Chirstensen, Mari Christensen as individual property owners and Stockman Bank, LLC a Montana corporation (hereinafter referred to as the “Owners”), and the City of Billings (hereinafter referred to as “City”).

WITNESSETH

WHEREAS, the undersigned are Owners of units within Lot 2, Block 28, of Harvest Subdivision, 3rd Filing, according to the record thereof on file in the office of the Clerk and Recorder of Yellowstone County, Montana, a Planned Development affected by this Agreement, as outlined within the City Zoning Ordinance;

WHEREAS, the aforesaid Owners applied for a change of zoning for the above-described real property from Planned Development Residential Multi-family or Church to Planned Development Neighborhood Commercial;

WHEREAS, the City has approved the change of zoning to Planned Development Neighborhood Commercial after due and proper administrative review, notice and public hearing, all in accordance with City Ordinances and requirements;

NOW, THEREFORE, in consideration of the premises, the Owners and the City hereby establish and declare that Lot 2, Block 28, of Harvest Subdivision 3rd Filing, City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County under Document #1122584 (commonly referred to as 3225 and 3229 Rosebud Drive, Billings, Montana 59102) is hereby zoned Planned Development Neighborhood Commercial effective immediately.

I. PERSONS BOUND BY THE PLANNED DEVELOPMENT AGREEMENT.

All persons, corporations or other entities, who now have or shall hereafter acquire any interest in and to the above-described real property shall be taken and held to agree to the zoning of the above-described real property as Planned Development Neighborhood Commercial.

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

Article II, Subsection A is amended to include Block 28, Lot 2 as Neighborhood Commercial.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date first above written.

“OWNERS”

Terry Havener

Susan Havener

Brittany Evans

Kimberly Erbacher

John Erbacher

Folmer Christensen

Mari Christensen

Stockman Bank,LLC
a Montana corporation

BY _____
Tim Ludewig, Vice President
duly authorized agent

ATTEST _____

“CITY”

THE CITY OF BILLINGS,

BY _____

Regular City Council Meeting

Meeting Date: 01/28/2013

TITLE: Trails West Subdivision, 2nd Filing -- Preliminary Major Plat

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

On November 1, 2012, subdivider, Dorn-Wilson Development, LLC, applied for preliminary major plat approval for Trails West Subdivision, 2nd Filing. The proposed subdivision would create 78 lots for single-family residences and one large lot to be subdivided for future development. The first filing of this subdivision and a master plan of the entire development was first submitted and reviewed by the Planning Board in 2009. The subject property is generally located on the south side of Grand Avenue, just west of 56th Street West. The property is zoned Residential-6,000-Restricted (R-60-R) and Residential-9,600 (R-96). The Yellowstone County Board of Planning reviewed the plat and held a public hearing at its January 8, 2013, meeting. Sanderson Stewart is the representing agent.

ALTERNATIVES ANALYZED

In accordance with state law, the City Council has 60 working days to act upon this major preliminary plat; the 60 working day review period for the proposed plat ends on January 30, 2013. State and City subdivision regulations also require that preliminary plats be reviewed using specific criteria, as stated within this report. The City may not unreasonably restrict an owner's ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. Within the 60 day review period, the City Council is required to:

1. Approve;
2. Conditionally Approve; or
3. Deny the Preliminary Plat

FINANCIAL IMPACT

Should the City Council approve the preliminary plat, the subject property may further develop under private ownership, resulting in additional tax revenues.

BACKGROUND

General location: On the south side of Grand Ave., between 56th St. West and 60th St. West

Legal Description: Lot 1, Block 8, Trails West Subdivision, 1st Filing

Subdivider/Owner: Dorn-Wilson Development, LLC

Additional Owners: Ronald Frank, Douglas Frank, and Deborah Frank

Engineer and Surveyor: Sanderson Stewart

Existing Zoning: R-96 and R-60-R

Existing land use: Irrigated agricultural land

Proposed land use: Single-Family Residential

Gross area: 56 acres

Net area: 49 acres

Proposed number of lots: 79 developed in 3 phases

Lot size: Max: 36.90 acres

Min.: 6,007 square feet

Parkland requirements: 1.37 acres of parkland required for the developed lots (minus Lot 1, Block 10); cash in lieu of land dedication is proposed

STAKEHOLDERS

A public hearing was conducted by the Yellowstone County Board of Planning on January 8, 2013. Property owners adjacent to the subject property were notified by certified mail of the hearing and a legal notice was published in the Billings Times. Adjacent property owner, Jeremy Ferkin, who owns property south of the subject property to the west of 58th St. West, indicated support for the project in general, but was opposed to the eventual construction of a connection for the subdivision to 58th St. West, as shown on the overall master plan. In response to this concern, staff indicated that during the original Master Planning process of the subdivision, the connection to 58th St. West was proposed to support north/south connectivity, and also to provide access to Mr. Ferkin's property, as Broadwater Avenue was vacated and turned into a private road between 56th St. West and 58th St. West. It was also pointed out that this issue could be further reviewed in the future when the connection to 58th St. West is actually platted in a future filing. No other public comments were received.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

Consistency with the Growth Policy, the Transportation Plan 2009 Update, and Billings Area Bikeways and Trail Master Plan are discussed within the Findings of Fact.

RECOMMENDATION

The Planning Board recommends conditional approval of the preliminary plat of Trails West Subdivision, 2nd Filing and adoption of the Findings of Fact as presented in the staff report.

Recommended Conditions of Approval

Pursuant to Section 76-3-608(4), MCA, the following conditions are recommended to reasonably minimize potential adverse impacts identified within the Findings of Fact:

1. To minimize effects on agriculture and agricultural water user facilities, the subdivider shall secure the written approval by the Birely Drain Board and the City of Billings Public Works Department of the transfer of the drain right-of-way parcel to the City of Billings prior to final plat approval.

2. To minimize effects on local services, the final cash-in-lieu contributions toward the intersection improvements at 54th St. West & Grand Ave., 56th St. West & Grand Ave., and 56th St. West & Central Ave. shall be approved by the City Traffic Engineer prior to final plat approval.

3. To minimize effects on local services, a preliminary storm drain report is required to provide an analysis on the capacity of the storm water ponds to ensure adequate space is available. This report shall be submitted to City Engineering prior to final plat approval.

4. To minimize effects on local services, Subdivision Improvements Agreement (SIA) Section VI.A. Water., 3rd paragraph shall be replaced with the following:

“A 20-inch or larger water main in 56th Street West will be installed at the time of the Phase III improvements either with the Phase III private contract or by a separate project, at the City’s discretion. The purpose of this local water main construction will be to provide uninterrupted service and better water quality to this area. The cost of the installation of the 20-inch or larger water main in 56th Street West will be paid by the City of Billings. The mechanism for payment of the water main in 56th Street West will follow the City of Billings Rules and Regulations Governing Water Service that are in place at the time of construction.”

5. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.

6. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

APPROVED BY CITY ADMINISTRATOR

Attachments

Preliminary Plat

Findings of Fact

Mayor's Letter

FINDINGS OF FACT – Trails West Subdivision, 2nd Filing

The Planning staff has prepared the Findings of Fact for the preliminary plat of Trails West Subdivision, 2nd Filing and has provided them for approval by the Billings City Council, as follows:

A. What are the effects on agriculture, local services, the natural environment, wildlife, wildlife habitat, and public health, safety and welfare? [MCA 76-3-608 (3) (a) and BMCC 23-302.H.2.]

1. Effect on agriculture and agricultural water user facilities

The subject property was previously irrigated agricultural land irrigated from the High Ditch, which is located about a half mile north of the property. From the ditch, a pipe runs down through Foxtail Village Subdivision to a headgate near the northwest corner of the property. There are lateral ditches running along the north and west sides of the property. The ditch on the north side provides irrigation to the school district property on the southwest corner of 56th St. West and Grand Ave. The west ditch provides irrigation water to the subject property as well as to two properties to the south. No water rights are being transferred to subsequent owners of this property.

The Birely Drain is located on the western border of the subject property and is maintained within a prescriptive drainage easement. The subdivider is proposing to dedicate a drain right-of-way of approximately 75 feet wide to the City of Billings Public Works Department. The Public Works Department is agreeable to this dedication and accepted a similar dedication with the 1st Filing of the subdivision. The subdivider shall secure the approval by the Birely Drain Association and the City of Billings Public Works Department of the transfer of this drain right-of-way parcel to the City of Billings prior to final plat approval (**Condition #1**).

2. Effect on local services

- a. Utilities** – Public water and sewer services will be provided to the future lots through lines within the internal subdivision streets extended from the main lines within Grand Avenue. In order to provide a properly looped water system for better service and quality, City Engineering is requiring that a 20-inch or larger main line be installed in 56th St. West, no later than the Phase III improvements. It is customary for the City to reimburse the developer or front the costs on large capital improvements such as this. A note clarifying this arrangement is recommended as a condition of approval (**Condition #4**). In regard to sewer service, because gravity sewer is not feasible for this second filing, the subdivider is proposing to install low-pressure sanitary sewer mains and require the installation of individual low-pressure sanitary sewer lines and grinder pumps in each household. A note regarding this requirement is found in the “Conditions that Run with the Land” section of the SIA. Private electric and gas utilities will be served by Yellowstone Valley Electric Cooperative and MDU.
- b. Storm water** – Stormwater management for the proposed subdivision will be provided by directing water through a network of curb and gutters, inlets and piping to series of five temporary retention ponds located at the terminus of the various streets as shown on the

plat. These stormwater facilities will be abandoned when future filings are developed and retention facilities are created elsewhere in the subdivision. A preliminary storm drain report is required to be submitted to City Public Works prior to final plat approval (**Condition #3**). All drainage improvements shall satisfy the criteria set forth by the *City of Billings Stormwater Management Manual* and will be subject to review and approval by the Engineering Department.

- c. **Solid waste** – The City of Billings will provide solid waste collection and disposal. The City’s landfill has adequate capacity for this waste.
- d. **Streets** – Access to the lots in the 2nd Filing will be via extension of the 1st Filing internal streets from Grand Ave. Street improvements will be done in three phases, as outlined in the SIA. The **internal subdivision streets** will be constructed to 34-foot pavement widths, with curb, gutter, and 5-foot wide boulevard style sidewalks within 56-foot wide rights-of-way. The one exception is Stockman Avenue, which will function as a Collector street and will be built to a width of 39 feet within a 74-foot wide right-of-way. Proposed street names for the internal streets have been approved by the City Fire Department and the County GIS Department.

To provide a second access to the subdivision, an emergency access road was built during the 1st Filing development within the right-of-way for the future Mountain Front Avenue and out to 56th St. West. This emergency access was built to City standards with an all-weather surface sufficient to hold emergency apparatus, with a width of 20 feet, and gated and posted with the appropriate signage on both ends. The emergency road will be replaced by full City standard streets during the third phase of lot development.

56th Street West, located on the subdivision’s east boundary is identified as a principal arterial street. As such, the last portion of a 60-foot wide half-width right-of-way dedication from Stockman Avenue to the southern subdivision boundary is being completed with this plat. In lieu of making partial improvements at this time, the subdivider will make a cash-in-lieu contribution for the construction of S. 56th St. West directly adjacent to the subdivision based on one-half the difference in cost between constructing a residential street, and the existing-24 foot wide roadway. The cash-in-lieu contribution will include sub-base, base course, asphalt paving, standard curb & gutter, 5-foot wide boulevard sidewalks, and estimated engineering design and construction administration costs. The contribution will be collected in phases, prior to release of each phase for development.

In addition, the subdivider will be required to make cash-in-lieu contributions toward the design and installation of future intersection traffic controls at the intersections of Grand Avenue and 54th Street West, at Grand Avenue and 56th Street West, and if determined necessary, at Central Avenue and 56th St. West. These intersections were identified in the Traffic Impact Study as being affected by the proposed subdivision. The required contributions are based on the estimated volume of subdivision traffic using these intersections and an estimated cost of \$250,000 per intersection for the design and construction of a traffic signal at the intersection. Installation of a traffic signal is assumed

for calculation of the cash-in-lieu contribution only. Other forms of intersection control, such as a roundabout, may ultimately be installed at one or both of these intersections. The final contribution amounts shall be approved by the City Traffic Engineer prior to final plat approval (**Condition #2**).

- e. **Emergency services** – The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The nearest fire station is located within one mile of the subdivision at 54th St. West and Grand Avenue (Station #7). The Fire Department finds the proposed layout will provide adequate emergency access.

- e. **Schools** – The subdivision is located within School District #2 (SD#2). The school assignments for the subdivision were received from the School District during the review of the 1st Filing. Students from the proposed subdivision will attend Central Heights Elementary School, Lewis and Clark Middle School, and Senior High School. These assignments will necessitate bussing of the students. However, SD#2 also owns property for a potential new elementary school north of Grand Ave. and 54th St. West and a new middle school at the southwest corner of 56th St. W. and Grand Ave. adjacent to this subdivision. No plans or funding for those schools have been approved at this time. However, SD#2 is in the final stages of a Master Planning effort that could change current district boundaries, and establish a strategy for new facility construction.

- f. **Parks and Recreation** – In accordance with State and City laws, the subdivider is required to provide a minimum of 1.37 acres of parkland. The subdivider has proposed to meet this requirement by providing cash in lieu of land dedication, with the contributions made in phases. In addition to cash, the developer is proposing to continue the 5-foot wide multi-use trail on the western property line within the Birely Drain right-of-way tract. This trail is proposed to be for public use, and maintained by the homeowners' association.

- g. **Mail Delivery** - The United States Postal Service will provide postal service to the subdivision and has requested the installation of centralized mailbox units (CBUs). The developer will work with the USPS to identify appropriate locations of CBUs prior to final plat approval.

3. Effect on the natural environment

The subject property is vacant property that has been planned for urban development since the original Master Plan review in 2009. The property is generally flat, with the exception of the Birely Drain on the western edge, which is being protected in a dedicated right-of-way.

The geotechnical study was performed for the first filing of the subdivision and structural recommendations were included in that study. An update letter has been received by the geotechnical engineer confirming these recommendations are still valid. The subdivision should have a minimal effect on the natural environment.

4. Effect on wildlife and wildlife habitat

There are no known endangered or threatened species on the property. As indicated within the Conditions the Run with the Land section of SIA, future property owners should be aware that

the proposed subdivision is located near prime wildlife habitat and adjacent to open agricultural areas, therefore conflicts with wildlife may occur. Any damage caused by wildlife is the responsibility of the owner.

5. Effect on the public health, safety and welfare

Fire hydrants will be constructed to meet fire department requirements. Sidewalks and trails will offer a safe place for pedestrians to walk. The effects on public health and safety should be minimal.

B. Was an Environmental Assessment required? [(MCA 76-3-603 and BMCC 23-302.H.1.)]

The proposed subdivision is exempt from the requirement for an Environmental Assessment pursuant to Section 76-3-616, MCA.

C. Does the subdivision conform to the Yellowstone County-City of Billings 2008 Growth Policy, the Urban Area Transportation Plan--2009 Update, and the Billings Area Bikeway and Trail Master Plan? [BMCC 23-302.H.4.]

1. Yellowstone County-City of Billings 2008 Growth Policy

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

- a. Goal: Predictable land use decision that are consistent with neighborhood character and preferred land use patterns identified in neighborhood plans. (p. 6)
- b. Goal: Contiguous development focused in and around existing population centers separated by open space. (p.6)
- c. Goal: Affordable housing for all income levels dispersed throughout the City. (p. 6)
- d. Goal: More housing and business choices within each neighborhood. (p. 6)
- e. Goal: A multi-purpose trail network integrated into the community infrastructure that emphasizes safety, environmental preservation, resource conservation and cost effectiveness. (p. 10)

2. Urban Area Transportation Plan 2009 Update

The proposed subdivision adheres to the goals and objectives of the Transportation Plan 2009 Update and preserves the street network and street hierarchy specified in the plan.

3. Billings Area Bikeway and Trail Master Plan (BABTMP)

The proposed subdivision lies within the jurisdiction of the BABTMP. The Plan identifies a primary bikeway along Grand Avenue. Once Grand Ave. is reconstructed in the future, bikeway improvements may be completed in accordance with the plan.

D. Does the subdivision conform to the Montana Subdivision and Platting Act and to local subdivision regulations? [MCA 76-3-608 (3) (b) and BMCC 23-302.H.3.a.]

The proposed subdivision satisfies the requirements of the Montana Subdivision and Platting Act and to the design standards specified in the local subdivision regulations. The subdivider and the local government have complied with the subdivision review and approval procedures set forth in the local and state subdivision regulations.

E. Does the proposed subdivision conform to all requirements of the zoning in effect? [BMCC 23-302.H.3.e.]

The subject property is located within the R-60-R and R-96 zoning districts. All development shall comply with the standards set forth in Section 27-308, BMCC.

F. Does the proposed plat provide easements for the location and installation of any utilities? [MCA 76-3-608 (3) (c) and BMCC 23-302.H.3.b.]

The subdivider has provided utility easements as requested by the City, MDU and NWE on the face of the plat.

G. Does the proposed plat provide legal and physical access to each parcel within the subdivision and notation of that access on the plat? [MCA 76-3-608 (3) (d) and BMCC 23-302.H.3.c.]

Legal and physical access is provided to the proposed lots from Grand Avenue and 56th Street West to Wilderness Drive, Black Berry Way, Mountain Front Avenue, Horseshoe Trail, Ninebark Street, Grouse Berry Street, Bitterbrush Street, Sandcherry Street, North Fork Trail, and Stockman Avenue.

CONCLUSIONS OF FINDINGS OF FACT

- The preliminary plat of Trails West Subdivision, 2nd Filing does not create any adverse impacts that warrant denial of the subdivision.
- The proposed subdivision conforms to several goals and policies of the 2008 Growth Policy Update and does not conflict with the Transportation or Bikeway and Trail Plans.
- The proposed subdivision complies with state and local subdivision regulations, local zoning, and provides legal and physical access to each lot.
- Any potential negative impacts will be mitigated with the proposed conditions of approval.

Approved by the Billings City Council, January 28, 2013.

Thomas W. Hanel, Mayor

January 29, 2013

Dorn-Wilson Development, LLC
100 Emerald Drive
Billings, MT 59105

Ronald Frank, Douglas Frank, and Deborah Faye Frank
708 56th St. West
Billings, MT 59106

Dear Property Owners:

On January 28, 2013, the Billings City Council conditionally approved the preliminary plat of Trails West Subdivision, 2nd Filing, subject to the following conditions of approval:

1. To minimize effects on agriculture and agricultural water user facilities, the subdivider shall secure the written approval by the Birely Drain Board and the City of Billings Public Works Department of the transfer of the drain right-of-way parcel to the City of Billings prior to final plat approval.
2. To minimize effects on local services, the final cash-in-lieu contributions toward the intersection improvements at 54th St. West & Grand Ave., 56th St. West & Grand Ave., and 56th St. West & Central Ave. shall be approved by the City Traffic Engineer prior to final plat approval.
3. To minimize effects on local services, a preliminary storm drain report is required to provide an analysis on the capacity of the storm water pond to ensure adequate space is available. This report shall be submitted to City Engineering prior to final plat approval.
4. To minimize effects on local services, Subdivision Improvements Agreement (SIA) Section VI.A. Water., 3rd paragraph shall be replaced with the following:

“A 20-inch or larger water main in 56th Street West will be installed at the time of the Phase III improvements either with the Phase III private contract or by a separate project, at the City’s discretion. The purpose of this local water main construction will be to provide uninterrupted service and better water quality to this area. The cost of the installation of the 20-inch or larger water main in 56th Street West will be paid by the City of Billings. The mechanism for payment of the water main in 56th Street West will follow the City of Billings Rules and Regulations Governing Water Service that are in place at the time of construction.”

5. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
6. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

Should you have questions please contact Juliet Spalding at (406) 247-8684 or by email at spaldingj@ci.billings.mt.us.

Sincerely,

Thomas W. Hanel, Mayor

Pc: Gary Owen, PE, Sanderson Stewart

Regular City Council Meeting

Meeting Date: 01/28/2013

TITLE: Payment of Claims January 7, 2013.

PRESENTED BY: Pat M. Weber, Finance Director

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$834,317.07 have been audited and are presented for your approval for payment. A complete listing of the claims dated January 7, 2013, is available in the Finance Department.

ALTERNATIVES ANALYZED

No other alternatives were analyzed.

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends that Council approve the Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

List of claims greater than \$2500.

AP > \$2,500 FOR 01/07/2013

Check Date	Check	Name	Amount	Account	Item Desc
01/07/2013	762132	Active Transportation Alternatives	5,667.00	2400-43010-403560	December 2012
01/07/2013	762137	American Title & Escrow	15,000.00	2980-66800-407275	FTHB Brandon Forsberg 45 Nimitz Drive
01/07/2013	762140	Archie Cochrane	32.41	1500-21120-402320	5090361
01/07/2013	762140	Archie Cochrane	101.02	1500-21120-402320	5090780
01/07/2013	762140	Archie Cochrane	100.08	6010-00000-141000	5090825 PO NUM 291517
01/07/2013	762140	Archie Cochrane	661.43	1500-21120-402320	5092639
01/07/2013	762140	Archie Cochrane	335.33	1500-21120-402320	5090552
01/07/2013	762140	Archie Cochrane	251.04	6010-00000-141000	5090825 PO NUM 291517
01/07/2013	762140	Archie Cochrane	324.16	1500-21120-402320	5092234
01/07/2013	762140	Archie Cochrane	365.77	1500-21120-402320	5092445
01/07/2013	762140	Archie Cochrane	130.80	2090-44520-402320	5092563
01/07/2013	762140	Archie Cochrane	376.80	1500-21120-402320	5092840
01/07/2013	762140	Archie Cochrane	108.81	1500-21120-402320	5092920
01/07/2013	762140	Archie Cochrane	26.72	1500-21120-402320	5092986
01/07/2013	762140	Archie Cochrane	271.80	1500-21120-402320	5093112
01/07/2013	762140	Archie Cochrane	-35.00	1500-21120-402320	5093123
01/07/2013	762142	Armacost Trane Service Co	3,405.41	5610-71120-402450	Invoice #23403. MT Remove Refrigerant
01/07/2013	762158	Brenntag Pacific Inc	4,847.24	2110-31320-404721	ice slicer
01/07/2013	762158	Brenntag Pacific Inc	5,015.88	2110-31320-404721	ice slicer
01/07/2013	762164	BVAC	273.09	1500-21120-402261	Invoice INV-02116 - Ammo for Officer Dennler
01/07/2013	762164	BVAC	4,972.50	7100-21330-402270	This is an order per attached quote. Please ship to Billings Police Department, Attn: Mark Balter, 220 North 27th Street, Billings, MT 59101. .223, 55gr, FMJ ammunition.
01/07/2013	762164	BVAC	2,986.50	1500-21120-402261	This is an order per attached quote. Please ship to Billings Police Department. Attn: Mark Balter. 220 North 27th Street, Billings, MT 59101. 40 S&W, 180 gr, FMJ ammunition
01/07/2013	762167	Chicago Title of Montana LLC	15,000.00	2980-66800-407275	FTHB Shannon Nadeau 4714 Rebecca Place
01/07/2013	762170	Continental Gate Co	3,434.00	6500-15660-403660	24VDC Slide Gate Operator at PD2
01/07/2013	762171	Cop Construction Co	10,299.96	5130-85910-409340	WO1201 Water & Sewer Replacement;
01/07/2013	762172	County Water District Of Billings Heights	0.00	1500-22210-403420	FIRE 6: WATER SERVICE (SUMMER)
01/07/2013	762172	County Water District Of Billings Heights	19,719.36	8050-15700-405350	fire hydrant rentals

01/07/2013	762172	County Water District Of Billings Heights	78.91	1500-22210-403420	FIRE 6: WATER SERVICE (FALL,WINTER,SPRING MONTHS)
01/07/2013	762177	Donaldson Construction and Roofing	22,161.15	5020-74000-402450	Water Treatment Facility Roof Repair; Payment #1
01/07/2013	762181	Ebms	65.00	6270-17520-403210	EBMS January 2013 Fee Breakdown
01/07/2013	762181	Ebms	1,740.00	6270-17520-403511	EBMS January 2013 Fee Breakdown
01/07/2013	762181	Ebms	17,704.12	6270-17520-403512	EBMS January 2013 Fee Breakdown
01/07/2013	762181	Ebms	3,300.50	6270-17520-403515	EBMS January 2013 Fee Breakdown
01/07/2013	762181	Ebms	42,118.56	6270-17520-403515	EBMS January 2013 Fee Breakdown
01/07/2013	762181	Ebms	3,378.15	6270-17520-405161	EBMS January 2013 Fee Breakdown
01/07/2013	762203	Hydrotech	10,593.00	5030-75910-409340	PBD013 Temporary Water Service - S 31st St
01/07/2013	762203	Hydrotech	891.00	5030-75910-409340	PBD013 - Temporary Water Service S 31st St Change Order #1 12.04.12
01/07/2013	762220	L N Curtis	5,550.00	5610-71150-402290	Invoice #3129253-00. 3% MIL Spec AFFF - firefighting foam
01/07/2013	762228	Montana Dakota Utilities Co	12.18	5120-85000-403440	04695121
01/07/2013	762228	Montana Dakota Utilities Co	245.68	5610-71170-403440	073858 25. December 12 TSA Building
01/07/2013	762228	Montana Dakota Utilities Co	123.49	5610-71170-403440	073869 28. December 12 Row 1 Hangar #2
01/07/2013	762228	Montana Dakota Utilities Co	22.05	5020-74000-403440	08156521
01/07/2013	762228	Montana Dakota Utilities Co	10.40	5020-74000-403440	08157322
01/07/2013	762228	Montana Dakota Utilities Co	1,315.60	5610-71190-403440	377185 02. December 12 Car Wash
01/07/2013	762228	Montana Dakota Utilities Co	85.30	0100-51410-403440	08543421
01/07/2013	762228	Montana Dakota Utilities Co	573.34	5610-71190-403440	379125 01. December 12 Mud Wash
01/07/2013	762228	Montana Dakota Utilities Co	297.80	0100-51410-403440	08543521
01/07/2013	762228	Montana Dakota Utilities Co	87.13	5610-71190-403440	379127 01. December 12 Hertz Detail Bay
01/07/2013	762228	Montana Dakota Utilities Co	85.16	5020-74000-403440	08683522
01/07/2013	762228	Montana Dakota Utilities Co	115.54	5610-71190-403440	379131 01. December 12 Nat/Alamo Detail Bay.
01/07/2013	762228	Montana Dakota Utilities Co	78.11	0100-51120-403440	08767921
01/07/2013	762228	Montana Dakota Utilities Co	54.73	5610-71190-403440	379128 01. December 12 Enterprise Detail Bay
01/07/2013	762228	Montana Dakota Utilities Co	69.50	5610-71190-403440	379129 01. December 12 Avis/Budget Deail Bay
01/07/2013	762228	Montana Dakota Utilities Co	42.79	5610-71190-403440	379130 01. December 12 Thrifty/Dollar Detail Bay
01/07/2013	762230	Morrison Maierle Inc	19,719.98	5020-72110-403540	WO 12-16 IWPI Water Distribution System Study

01/07/2013	762230	Morrison Maierle Inc	80,503.26	4210-85930-409340	WO1205 5-Mile Creek Lift Station;
01/07/2013	762233	Napa Auto Parts	23.98	5710-71470-402320	362341
01/07/2013	762233	Napa Auto Parts	14.99	5710-71470-402320	364134
01/07/2013	762233	Napa Auto Parts	35.28	6200-19110-402320	368736
01/07/2013	762233	Napa Auto Parts	127.44	6010-00000-141000	369375 PO NUM 291511
01/07/2013	762233	Napa Auto Parts	11.99	1500-22260-402320	370300
01/07/2013	762233	Napa Auto Parts	15.54	6010-00000-141000	371285 PO NUM 291437
01/07/2013	762233	Napa Auto Parts	25.77	6010-00000-141000	371674 PO NUM 291504
01/07/2013	762233	Napa Auto Parts	139.84	1500-21120-402320	362746
01/07/2013	762233	Napa Auto Parts	37.14	1500-21120-402320	364402
01/07/2013	762233	Napa Auto Parts	59.13	6010-00000-141000	369375 PO NUM 291511
01/07/2013	762233	Napa Auto Parts	-83.22	2110-31320-402320	369458
01/07/2013	762233	Napa Auto Parts	8.33	6010-15530-402650	370300
01/07/2013	762233	Napa Auto Parts	8.64	6010-00000-141000	370874 PO NUM 291507
01/07/2013	762233	Napa Auto Parts	211.77	6700-31410-402320	364012
01/07/2013	762233	Napa Auto Parts	14.78	1500-21120-402320	364415
01/07/2013	762233	Napa Auto Parts	13.42	6010-15530-402650	370351
01/07/2013	762233	Napa Auto Parts	68.38	1500-21120-402320	371070
01/07/2013	762233	Napa Auto Parts	-132.12	6700-31410-402320	364056
01/07/2013	762233	Napa Auto Parts	48.36	2110-31320-402320	366134
01/07/2013	762233	Napa Auto Parts	27.93	6010-15530-402650	371099
01/07/2013	762233	Napa Auto Parts	209.76	2110-31320-402320	544237
01/07/2013	762233	Napa Auto Parts	83.15	1500-21120-402320	363420
01/07/2013	762233	Napa Auto Parts	7.19	0100-51120-402320	366148
01/07/2013	762233	Napa Auto Parts	225.11	0100-51120-402320	371579
01/07/2013	762233	Napa Auto Parts	4.99	6010-15530-402650	373027
01/07/2013	762233	Napa Auto Parts	4.26	1500-22260-402320	363881
01/07/2013	762233	Napa Auto Parts	53.92	5710-71440-402320	366607
01/07/2013	762233	Napa Auto Parts	44.32	0100-51120-402320	371579
01/07/2013	762233	Napa Auto Parts	10.00	2110-31320-402320	363881
01/07/2013	762233	Napa Auto Parts	56.16	1500-21120-402320	369375
01/07/2013	762233	Napa Auto Parts	9.98	5710-71440-402320	371873
01/07/2013	762233	Napa Auto Parts	139.84	1500-21120-402320	364872
01/07/2013	762233	Napa Auto Parts	10.98	0100-51120-402320	367496
01/07/2013	762233	Napa Auto Parts	11.98	5710-71440-402320	371873
01/07/2013	762233	Napa Auto Parts	29.88	6500-15650-402320	365613
01/07/2013	762233	Napa Auto Parts	76.46	5710-71440-402320	368121

01/07/2013	762233	Napa Auto Parts	69.96	5710-71440-402320	372105
01/07/2013	762233	Napa Auto Parts	240.48	1500-21120-402320	369186
01/07/2013	762233	Napa Auto Parts	27.19	5410-31220-402320	373387
01/07/2013	762233	Napa Auto Parts	34.31	2110-31320-402320	544256
01/07/2013	762233	Napa Auto Parts	111.58	5710-71440-402320	362070
01/07/2013	762233	Napa Auto Parts	7.60	5710-71470-402320	372028
01/07/2013	762233	Napa Auto Parts	100.64	1500-21120-402320	547104
01/07/2013	762233	Napa Auto Parts	97.18	6700-31410-402320	364029
01/07/2013	762233	Napa Auto Parts	11.11	5410-31220-402320	372257
01/07/2013	762233	Napa Auto Parts	9.99	6010-15530-402650	364053
01/07/2013	762233	Napa Auto Parts	9.17	5410-31220-402320	372257
01/07/2013	762233	Napa Auto Parts	11.98	6010-15530-403990	364053
01/07/2013	762233	Napa Auto Parts	57.20	5410-31220-402320	372700
01/07/2013	762233	Napa Auto Parts	50.82	0100-51120-402320	372824
01/07/2013	762233	Napa Auto Parts	34.14	0100-51120-402320	373159
01/07/2013	762233	Napa Auto Parts	77.97	2110-31320-402320	373285
01/07/2013	762233	Napa Auto Parts	8.88	1500-21120-402320	370411
01/07/2013	762233	Napa Auto Parts	9.69	2110-31320-402320	370411
01/07/2013	762233	Napa Auto Parts	68.38	1500-21120-402320	370872
01/07/2013	762233	Napa Auto Parts	14.69	1500-22260-402320	371690
01/07/2013	762233	Napa Auto Parts	96.58	5020-73120-402320	372114
01/07/2013	762233	Napa Auto Parts	24.26	5120-85000-402320	368710
01/07/2013	762233	Napa Auto Parts	83.03	1500-21720-402320	370975
01/07/2013	762233	Napa Auto Parts	2.49	5410-31220-402320	372118
01/07/2013	762233	Napa Auto Parts	14.43	5410-31230-402320	372118
01/07/2013	762233	Napa Auto Parts	7.87	1500-21120-402320	548723
01/07/2013	762235	NextX Communications Inc	2,635.00	2600-55180-403590	Inv 1047
01/07/2013	762239	NorthWestern Energy	700.11	1500-22210-403410	07125370
01/07/2013	762239	NorthWestern Energy	803.66	5610-71170-403410	0712792-1. November/December 2012 IP-7
01/07/2013	762239	NorthWestern Energy	7.15	0100-51120-403410	08317026
01/07/2013	762239	NorthWestern Energy	16.63	0100-51410-403410	16352890
01/07/2013	762239	NorthWestern Energy	12,248.66	5020-74000-403410	2251 Belknap Ave
01/07/2013	762239	NorthWestern Energy	7,294.99	2600-55120-403410	Account 0100467-0 Jan 2013
01/07/2013	762239	NorthWestern Energy	349.78	1500-22210-403410	FIRE 6: ELECTRICAL SERVICE - 1601 SAINT ANDREWS - ACCOUNT #0100477-9
01/07/2013	762239	NorthWestern Energy	68.16	0100-51410-403410	07125396
01/07/2013	762239	NorthWestern Energy	14.97	5610-71170-403410	0712799-6. December 2012 IP-8

01/07/2013	762239	NorthWestern Energy	25.24	0100-51120-403410	09208018
01/07/2013	762239	NorthWestern Energy	45,932.48	5020-74000-403410	2251 Belknap Ave
01/07/2013	762239	NorthWestern Energy	91.96	0100-51220-403410	07126832
01/07/2013	762239	NorthWestern Energy	1,211.97	5610-71170-403410	0712800-2. December 2012 IP-9
01/07/2013	762239	NorthWestern Energy	2,296.62	5020-73140-403410	2251 Belknap Ave
01/07/2013	762239	NorthWestern Energy	23.18	5710-71480-403410	07127640
01/07/2013	762239	NorthWestern Energy	137.94	5610-71170-403410	0712817-6. December 2012 Airport House
01/07/2013	762239	NorthWestern Energy	765.54	5120-83140-403410	2251 Belknap Ave
01/07/2013	762239	NorthWestern Energy	57.55	5610-71130-403410	0719616-5. December 2012 ARFF Facility Lights
01/07/2013	762239	NorthWestern Energy	360.94	1500-22210-403410	07208408
01/07/2013	762239	NorthWestern Energy	189.54	5020-74000-403410	07222524
01/07/2013	762239	NorthWestern Energy	2,298.40	5020-74000-403410	07230436
01/07/2013	762240	Northwestern Energy-Billing Dv	45,257.00	2030-15130-409224	switchgear for electrical service per that alley relocate of utilities.
01/07/2013	762241	NPC Research	3,218.34	7380-12640-403510	Billings Drug Court Evaluation.site visit costs
01/07/2013	762242	Oakland Built Homes	1,985.00	4160-72930-343123	Refund for BP-12-03989 permit canceled
01/07/2013	762242	Oakland Built Homes	1,878.00	4210-82930-343123	Refund for BP-12-03989 permit canceled
01/07/2013	762242	Oakland Built Homes	79.40	5020-72110-343134	Refund for BP-12-03989 permit canceled
01/07/2013	762242	Oakland Built Homes	75.12	5120-82110-343234	Refund for BP-12-03989 permit canceled
01/07/2013	762242	Oakland Built Homes	175.00	6700-31410-341612	Refund for BP-12-03989 permit canceled
01/07/2013	762242	Oakland Built Homes	175.00	6700-31410-341718	Refund for BP-12-03989 permit canceled
01/07/2013	762246	Polydyne Inc	49,087.50	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 291467
01/07/2013	762250	Qwest Communications	29.99	5610-71100-403450	Qwest 406-245-1044 Airport Terminal Power M
01/07/2013	762250	Qwest Communications	45.88	5710-71470-403450	Qwest 406-245-1789 Transit STS
01/07/2013	762250	Qwest Communications	54.61	5410-31230-403450	Qwest 406-245-7193 Solid Waste Landfill
01/07/2013	762250	Qwest Communications	94.85	5410-31230-403450	Qwest 406-245-9820 Solid Waste Landfil
01/07/2013	762250	Qwest Communications	29.99	2110-31320-403450	Qwest 406-245-9906 PW Traffic Signal 4th 27
01/07/2013	762250	Qwest Communications	44.61	5610-71100-403450	Qwest 406-248-3068 Airport Ind Park Gate 9
01/07/2013	762250	Qwest Communications	45.70	5710-71410-403450	Qwest 406-254-7038 MET Transit
01/07/2013	762250	Qwest Communications	7,297.66	2250-22320-403450	Qwest 406-255-9700 E911
01/07/2013	762250	Qwest Communications	44.43	1500-22250-403450	Qwest 406-655-0728 Fire Maintenance Shop
01/07/2013	762250	Qwest Communications	64.77	6060-19310-403450	Qwest 406-248-9124 Met Measured Lines 406-248-9124 406-248-9179
01/07/2013	762250	Qwest Communications	61.68	6060-19310-403450	Qwest 406-248-3329 Airport Measured Lines 406-248-3329 406-248-9989

01/07/2013	762250	Qwest Communications	30.05	1500-21110-403450	Qwest 406-245-6600 Crime Prevention Alarm
01/07/2013	762251	RDO Equipment Co.	850.00	2110-31320-405333	equip delivery of excavator to shiloh ditch
01/07/2013	762251	RDO Equipment Co.	4,560.00	2110-31320-405333	rental of excavator to clean shiloh ditch
01/07/2013	762251	RDO Equipment Co.	850.00	2110-31320-405333	equipment pickup and return from shiloh ditch. Excavator picked up
01/07/2013	762254	Rimrock Foundation	5,084.60	2460-12530-403590	Drug Court.November 2012
01/07/2013	762254	Rimrock Foundation	5,015.11	7380-12640-403560	SAMHSA.November 2012
01/07/2013	762254	Rimrock Foundation	5,972.41	7380-12640-403590	SAMHSA.November 2012
01/07/2013	762254	Rimrock Foundation	4,876.83	7380-12640-403990	SAMHSA.November 2012
01/07/2013	762257	Sanderson Stewart	19,852.32	5030-75910-409340	WO 12-01 2012 Water & Sewer Replacement Sch 1
01/07/2013	762257	Sanderson Stewart	547.58	5130-85910-409340	WO 12-12 Bench Blvd Sewer Extensions
01/07/2013	762264	Sundown Security	666.67	5210-15910-403970	Dec 1-31. Patrol of City Parking Garages I,II,III.
01/07/2013	762264	Sundown Security	666.66	5210-15920-403970	Dec 1-31. Patrol of City Parking Garages I,II,III.
01/07/2013	762264	Sundown Security	666.67	5210-15930-403970	Dec 1-31. Patrol of City Parking Garages I,II,III.
01/07/2013	762264	Sundown Security	1,356.25	5610-71100-403581	Invoice #39869. Skycap services 12/7/12- 12/13/12
01/07/2013	762264	Sundown Security	1,395.00	5610-71100-403581	Invoice #39878. Skycap Services 12/14/12- 12/20/12
01/07/2013	762264	Sundown Security	184.00	0100-15120-403590	pick up from depot and pud, deliver to city hall
01/07/2013	762264	Sundown Security	136.80	5020-73110-403962	pick up from depot and pud, deliver to city hall
01/07/2013	762264	Sundown Security	91.20	5120-83110-403962	pick up from depot and pud, deliver to city hall
01/07/2013	762264	Sundown Security	213.50	6600-31100-403590	pick up from depot and pud, deliver to city hall
01/07/2013	762264	Sundown Security	363.00	0100-15120-403590	pick up and deliver mail boxes 1819 & 1178
01/07/2013	762268	Town & Country Supply Association	22,154.50	6010-00000-141000	106281 PO NUM 291446
01/07/2013	762268	Town & Country Supply Association	11,266.42	6010-00000-141000	106298 PO NUM 291493
01/07/2013	762268	Town & Country Supply Association	26,088.28	5610-71130-402310	Invoice #96775. Bulk purchase of fuel for Ops. Center
01/07/2013	762268	Town & Country Supply Association	1,280.96	0100-51420-402310	T&C inv#101236 invdate121712 110die 345unlead
01/07/2013	762268	Town & Country Supply Association	11,814.41	6010-00000-141000	102427 PO NUM 291447
01/07/2013	762269	Tractor & Equipment Co.	562.86	5410-31230-402320	BLW00136288
01/07/2013	762269	Tractor & Equipment Co.	869.70	5410-31230-402320	filters for landfill
01/07/2013	762269	Tractor & Equipment Co.	134.38	5020-75000-402320	NONSTOCKING ITEMS-P.U.D.
01/07/2013	762269	Tractor & Equipment Co.	225.12	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 291464
01/07/2013	762269	Tractor & Equipment Co.	259.70	5410-31220-402320	BLW00136353

01/07/2013	762269	Tractor & Equipment Co.	6,169.26	5410-31230-402320	BLW00136282
01/07/2013	762271	TrueNorth Steel	2,671.56	5410-31230-402290	cell 5 road landfill
01/07/2013	762271	TrueNorth Steel	1,777.00	5410-31230-409250	new road for new scale at lanfill
01/07/2013	762272	U.S. Bank PCards	44.00	2090-44510-408199	PCard Transaction Description: VEHICLE EXPENSE
01/07/2013	762272	U.S. Bank PCards	300.00	0100-17500-403365	PCard Transaction Description: EATING/DRINKING
01/07/2013	762272	U.S. Bank PCards	736.00	1500-21200-402610	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank PCards	350.00	1500-21710-402220	PCard Transaction Description: BUSINESS EXPENS
01/07/2013	762272	U.S. Bank PCards	600.00	5210-15920-403660	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank PCards	42.21	5210-15920-403660	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank PCards	402.78	5210-15920-403660	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank PCards	277.92	5210-15930-403660	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank PCards	129.73	5210-15910-403660	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank PCards	572.15	6500-15670-403690	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank PCards	745.30	0100-51120-402290	PCard Transaction Description: BUILDING SERVIC
01/07/2013	762272	U.S. Bank PCards	148.45	1500-22230-402610	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank PCards	57.45	5610-71150-402290	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank PCards	-695.00	1500-21400-403822	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank PCards	45.00	5610-71130-403650	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank PCards	101.00	5120-83110-402190	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank PCards	114.92	1500-21200-402120	PCard Transaction Description: OFFICE SUPPLIES

01/07/2013	762272	U.S. Bank	PCards	283.96	1500-21500-402120	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	49.49	5020-73140-402450	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	16.49	5120-83140-402450	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	50.00	5410-31210-401170	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	1,827.90	2600-55190-403382	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	374.46	2600-55190-403382	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	856.25	5610-71130-402260	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	59.00	5610-71130-402260	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	197.00	5610-71130-402260	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	34.64	1500-22260-402120	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	129.53	6700-31410-402290	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	68.20	6700-31410-402290	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	31.46	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	6.97	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	15.99	2600-55190-403226	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	16.82	2600-55190-403226	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	37.58	2600-55190-403227	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	31.98	2600-55190-403222	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	39.99	2600-55190-403227	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	18.59	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES

01/07/2013	762272	U.S. Bank	PCards	18.00	2600-55190-403380	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	24.00	2600-55190-403227	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	27.98	2600-55190-403336	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	44.88	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	16.17	2600-55190-403222	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	98.19	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	195.00	6050-15160-403690	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	1,950.24	2600-55190-403382	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	113.94	2110-31320-402430	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	199.99	1500-22250-402450	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	1,199.98	1500-21200-402610	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	479.95	5610-71100-402925	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	636.00	6500-15670-403690	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	212.00	6500-15670-403690	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	105.00	2110-31320-402430	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	199.00	5610-71130-402320	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	5.78	1500-21120-402120	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	15.00	1500-21150-402285	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	184.49	5610-71130-402320	PCard Transaction Description: AUTO/RV DEALERS
01/07/2013	762272	U.S. Bank	PCards	53.00	2600-55190-403380	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	44.00	0100-43210-402190	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	23.52	5610-71140-402290	PCard Transaction Description: WHOLESALE TRADE

01/07/2013	762272	U.S. Bank	PCards	17.04	5120-84000-402223	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	67.36	0100-17500-403365	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	9.97	5610-71130-403653	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	21.50	5410-31220-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	55.05	5610-71120-402450	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	343.75	0100-51270-403110	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	89.81	1500-21400-403822	PCard Transaction Description: HOTELS
01/07/2013	762272	U.S. Bank	PCards	192.95	2110-31320-402290	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	113.00	0100-51100-403824	PCard Transaction Description: BUSINESS EXPENS
01/07/2013	762272	U.S. Bank	PCards	228.50	1500-21200-407910	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	1,146.00	5610-71120-402450	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	1,349.50	0100-51120-403823	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	95.00	0100-51400-403824	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	49.99	2400-43010-402925	PCard Transaction Description: MRO SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	69.95	2510-21270-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	75.00	0100-43210-403350	PCard Transaction Description: BUSINESS EXPENS
01/07/2013	762272	U.S. Bank	PCards	75.00	0100-43210-403350	PCard Transaction Description: BUSINESS EXPENS
01/07/2013	762272	U.S. Bank	PCards	75.00	0100-43210-403350	PCard Transaction Description: BUSINESS EXPENS
01/07/2013	762272	U.S. Bank	PCards	50.00	0100-43210-403350	PCard Transaction Description: BUSINESS EXPENS
01/07/2013	762272	U.S. Bank	PCards	21.14	1500-21400-402280	PCard Transaction Description: BUSINESS EXPENS

01/07/2013	762272	U.S. Bank	PCards	22.50	5710-71430-402450	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	3.25	6500-15670-403690	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	78.00	0100-51140-402290	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	7.50	0100-12200-402120	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	6.00	1500-21120-402120	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	36.00	1500-21200-402631	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	176.82	2550-21420-402290	PCard Transaction Description: MAIL/TELEPHONE
01/07/2013	762272	U.S. Bank	PCards	187.32	0100-51420-402330	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	57.82	0100-51420-402330	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	17.00	0100-51420-402290	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	567.22	0100-51420-402330	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	149.87	0100-12530-403575	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	45.00	0100-13130-403360	PCard Transaction Description: EATING/DRINKING
01/07/2013	762272	U.S. Bank	PCards	450.00	6500-15660-403660	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	667.32	5610-71130-403650	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	312.90	2110-31320-402420	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	15.99	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	24.99	0100-51120-402260	PCard Transaction Description: WHOLESALE TRADE

01/07/2013	762272	U.S. Bank	PCards	144.93	5610-71120-402450	PCard Transaction Description: WHOLESAL TRADE
01/07/2013	762272	U.S. Bank	PCards	77.45	5610-71120-402450	PCard Transaction Description: WHOLESAL TRADE
01/07/2013	762272	U.S. Bank	PCards	-25.19	5610-71120-402450	PCard Transaction Description: WHOLESAL TRADE
01/07/2013	762272	U.S. Bank	PCards	55.49	1500-22210-403760	PCard Transaction Description: EATING/DRINKING
01/07/2013	762272	U.S. Bank	PCards	49.45	1500-22210-403760	PCard Transaction Description: EATING/DRINKING
01/07/2013	762272	U.S. Bank	PCards	152.94	0100-14110-403325	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	25.30	0100-13130-403360	PCard Transaction Description: EATING/DRINKING
01/07/2013	762272	U.S. Bank	PCards	6.98	6700-31410-402290	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	48.99	6700-31410-402290	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	10.97	2600-55190-403222	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	6.00	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	11.49	2600-55190-403222	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	285.31	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	14.95	2600-55190-403227	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	25.88	2600-55190-403222	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	94.91	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	39.09	2600-55190-403222	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	12.27	2600-55190-403226	PCard Transaction Description: OFFICE SUPPLIES

01/07/2013	762272	U.S. Bank	PCards	24.46	2600-55190-403336	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	27.48	2600-55190-403336	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	5.24	2600-55190-403255	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	14.30	2600-55190-403226	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	8.60	2600-55190-403255	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	10.18	2600-55190-403255	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	74.71	2600-55190-403222	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	188.79	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	11.98	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	16.98	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	12.93	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	12.75	2600-55190-403226	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	16.99	2600-55190-403336	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	13.77	6060-19310-402122	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	10.48	6060-19310-402122	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	22.48	6200-19110-402190	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	15.28	0100-51120-402290	PCard Transaction Description: VEHICLE EXPENSE
01/07/2013	762272	U.S. Bank	PCards	22.28	0100-51420-402310	PCard Transaction Description: VEHICLE EXPENSE

01/07/2013	762272	U.S. Bank	PCards	39.96	0100-51420-402330	PCard Transaction Description: VEHICLE EXPENSE
01/07/2013	762272	U.S. Bank	PCards	49.57	0100-51420-402290	PCard Transaction Description: VEHICLE EXPENSE
01/07/2013	762272	U.S. Bank	PCards	203.66	5610-71130-402320	PCard Transaction Description: VEHICLE EXPENSE
01/07/2013	762272	U.S. Bank	PCards	107.73	5020-75000-402410	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	450.00	5610-71100-403390	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	52.00	0100-12530-403575	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	800.00	6500-15670-403690	PCard Transaction Description: BUILDING SERVIC
01/07/2013	762272	U.S. Bank	PCards	810.00	6500-15660-403660	PCard Transaction Description: BUILDING SERVIC
01/07/2013	762272	U.S. Bank	PCards	90.00	6500-15660-403660	PCard Transaction Description: BUILDING SERVIC
01/07/2013	762272	U.S. Bank	PCards	436.83	6010-15530-402650	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	368.72	2110-31320-402420	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	42.09	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	37.95	5610-71130-403660	PCard Transaction Description: BUSINESS EXPENS
01/07/2013	762272	U.S. Bank	PCards	87.46	5610-71120-403660	PCard Transaction Description: BUSINESS EXPENS
01/07/2013	762272	U.S. Bank	PCards	25.80	5610-71120-402450	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	68.21	5710-71470-402450	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	212.70	5610-71120-402450	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	26.04	5710-71430-402450	PCard Transaction Description: WHOLESALE TRADE

01/07/2013	762272	U.S. Bank	PCards	10.23	5710-71430-402450	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	68.21	5710-71470-402450	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	32.30	5610-71130-403650	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	13.40	5610-71150-403660	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	35.99	5610-71130-403650	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	193.80	5610-71130-402450	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	387.60	5610-71130-402450	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	336.13	5610-71130-402450	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	6.80	5610-71130-403650	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	320.00	5610-71120-402450	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	15.80	5610-71120-402450	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	-206.93	5610-71130-402450	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	238.85	2110-31320-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	27.92	2110-31320-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	10.80	6500-15670-403690	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	304.38	6500-15670-403690	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	150.00	0100-14110-403950	PCard Transaction Description: BUSINESS EXPENS
01/07/2013	762272	U.S. Bank	PCards	48.00	5020-75000-403350	PCard Transaction Description: BUSINESS EXPENS

01/07/2013	762272	U.S. Bank	PCards	32.00	5120-85000-403350	PCard Transaction Description: BUSINESS EXPENS
01/07/2013	762272	U.S. Bank	PCards	48.00	5020-75000-403350	PCard Transaction Description: BUSINESS EXPENS
01/07/2013	762272	U.S. Bank	PCards	32.00	5120-85000-403350	PCard Transaction Description: BUSINESS EXPENS
01/07/2013	762272	U.S. Bank	PCards	1,400.00	5610-71120-403660	PCard Transaction Description: BUSINESS EXPENS
01/07/2013	762272	U.S. Bank	PCards	97.00	5610-71190-403660	PCard Transaction Description: BUSINESS EXPENS
01/07/2013	762272	U.S. Bank	PCards	97.00	5610-71190-403660	PCard Transaction Description: BUSINESS EXPENS
01/07/2013	762272	U.S. Bank	PCards	31.00	5610-71170-403660	PCard Transaction Description: BUSINESS EXPENS
01/07/2013	762272	U.S. Bank	PCards	31.00	5610-71170-403660	PCard Transaction Description: BUSINESS EXPENS
01/07/2013	762272	U.S. Bank	PCards	31.00	5610-71170-403660	PCard Transaction Description: BUSINESS EXPENS
01/07/2013	762272	U.S. Bank	PCards	93.00	5610-71120-403660	PCard Transaction Description: BUSINESS EXPENS
01/07/2013	762272	U.S. Bank	PCards	150.00	0100-15120-403821	PCard Transaction Description: BUSINESS EXPENS
01/07/2013	762272	U.S. Bank	PCards	150.00	0100-15120-403350	PCard Transaction Description: BUSINESS EXPENS
01/07/2013	762272	U.S. Bank	PCards	5.99	6700-31410-402190	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	29.98	1500-22210-402925	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	1,969.05	5610-71150-402320	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	99.99	1500-21700-402120	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	38.23	2510-21270-402190	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	53.98	5410-31210-402190	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	20.49	5410-31210-402190	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	215.00	2600-55190-403380	PCard Transaction Description: OTHER

01/07/2013	762272	U.S. Bank	PCards	1,099.00	6200-19110-405315	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	46.75	1500-22250-402410	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	390.57	5120-85000-402450	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	203.50	0100-51420-402290	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	318.90	5610-71150-403660	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	102.26	2600-55120-403450	PCard Transaction Description: BUSINESS EXPENS
01/07/2013	762272	U.S. Bank	PCards	76.65	1500-21200-402610	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	64.50	0100-12530-403575	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	52.99	0100-12530-403575	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	137.17	0100-51120-402290	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	101.77	0100-51120-402410	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	4.97	5020-74000-402450	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	10.19	2110-31320-402920	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	647.04	2110-31320-404310	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	249.28	2110-31320-402920	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	1,065.17	2110-31320-402420	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	10.37	5610-71150-402290	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	11.16	5610-71130-402450	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	31.38	6500-15660-402190	PCard Transaction Description: WHOLESale TRADE

01/07/2013	762272	U.S. Bank	PCards	33.98	6500-15670-402340	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	2.07	6500-15660-402450	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	39.97	6500-15660-402450	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	8.20	6500-15660-402450	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	46.95	6500-15660-402450	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	62.72	0100-51270-402450	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	17.04	2110-31320-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	13.97	1500-22260-402450	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	89.97	5410-31230-402410	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	77.14	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	81.40	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	-81.40	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	19.92	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	10.50	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	119.68	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	66.35	1500-21500-402120	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	47.88	2110-31320-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	57.50	5610-71190-402450	PCard Transaction Description: WHOLES TRADE

01/07/2013	762272	U.S. Bank	PCards	884.07	5610-00000-141000	PCard Transaction Description: WHOLESAL TRADE
01/07/2013	762272	U.S. Bank	PCards	131.95	5610-71190-402450	PCard Transaction Description: WHOLESAL TRADE
01/07/2013	762272	U.S. Bank	PCards	24.00	2600-55180-403690	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	44.97	1500-21500-403210	PCard Transaction Description: MEDICAL
01/07/2013	762272	U.S. Bank	PCards	17.05	5710-71470-402450	PCard Transaction Description: MEDICAL
01/07/2013	762272	U.S. Bank	PCards	28.95	6600-31100-402190	PCard Transaction Description: MEDICAL
01/07/2013	762272	U.S. Bank	PCards	50.00	1500-21110-403350	PCard Transaction Description: BUSINESS EXPENS
01/07/2013	762272	U.S. Bank	PCards	5.00	5020-74000-403820	PCard Transaction Description: OTHER TRAVEL
01/07/2013	762272	U.S. Bank	PCards	4.99	5120-84000-403820	PCard Transaction Description: OTHER TRAVEL
01/07/2013	762272	U.S. Bank	PCards	9.99	2110-31320-403824	PCard Transaction Description: OTHER TRAVEL
01/07/2013	762272	U.S. Bank	PCards	9.99	5410-31230-403822	PCard Transaction Description: OTHER TRAVEL
01/07/2013	762272	U.S. Bank	PCards	1,118.64	1500-21120-403590	PCard Transaction Description: HOTELS
01/07/2013	762272	U.S. Bank	PCards	1,917.37	2510-21270-403822	PCard Transaction Description: HOTELS
01/07/2013	762272	U.S. Bank	PCards	271.48	5610-71120-402450	PCard Transaction Description: WHOLESAL TRADE
01/07/2013	762272	U.S. Bank	PCards	43.56	2110-31320-402380	PCard Transaction Description: WHOLESAL TRADE
01/07/2013	762272	U.S. Bank	PCards	50.40	2110-31320-402380	PCard Transaction Description: WHOLESAL TRADE
01/07/2013	762272	U.S. Bank	PCards	253.46	2110-31320-402380	PCard Transaction Description: WHOLESAL TRADE
01/07/2013	762272	U.S. Bank	PCards	20.86	1500-21400-403822	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	605.20	1500-21200-402631	PCard Transaction Description: WHOLESAL TRADE
01/07/2013	762272	U.S. Bank	PCards	328.00	5410-31220-402920	PCard Transaction Description: WHOLESAL TRADE
01/07/2013	762272	U.S. Bank	PCards	99.99	5210-15230-402260	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	149.00	0100-51140-402260	PCard Transaction Description: OTHER

01/07/2013	762272	U.S. Bank	PCards	37.79	6200-19110-403120	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	80.19	0100-15120-403210	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	40.87	1500-21110-403110	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	34.85	5020-74000-402360	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	35.19	0100-51120-403110	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	-20.00	5610-71130-403650	PCard Transaction Description: WHOLESAL TRADE
01/07/2013	762272	U.S. Bank	PCards	243.44	5610-71130-403650	PCard Transaction Description: WHOLESAL TRADE
01/07/2013	762272	U.S. Bank	PCards	23.12	5610-71120-402450	PCard Transaction Description: WHOLESAL TRADE
01/07/2013	762272	U.S. Bank	PCards	34.00	5610-71150-402220	PCard Transaction Description: MEDICAL
01/07/2013	762272	U.S. Bank	PCards	15.00	0100-51210-403665	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	780.63	5610-71120-402450	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	155.14	0100-51120-402260	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	262.58	0100-51120-402260	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	77.88	0100-51120-402260	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	80.32	0100-51140-402260	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	549.60	1500-21120-402261	PCard Transaction Description: WHOLESAL TRADE
01/07/2013	762272	U.S. Bank	PCards	677.51	1500-21120-402440	PCard Transaction Description: WHOLESAL TRADE
01/07/2013	762272	U.S. Bank	PCards	137.64	5610-71130-402410	PCard Transaction Description: VEHICLE EXPENSE
01/07/2013	762272	U.S. Bank	PCards	144.20	0100-51120-402290	PCard Transaction Description: VEHICLE EXPENSE
01/07/2013	762272	U.S. Bank	PCards	28.68	2110-31320-402420	PCard Transaction Description: VEHICLE EXPENSE
01/07/2013	762272	U.S. Bank	PCards	62.76	0100-51120-402290	PCard Transaction Description: VEHICLE EXPENSE
01/07/2013	762272	U.S. Bank	PCards	48.50	5610-71130-402370	PCard Transaction Description: VEHICLE EXPENSE
01/07/2013	762272	U.S. Bank	PCards	43.94	0100-51120-402290	PCard Transaction Description: VEHICLE EXPENSE
01/07/2013	762272	U.S. Bank	PCards	138.63	1500-21700-402260	PCard Transaction Description: VEHICLE EXPENSE

01/07/2013	762272	U.S. Bank	PCards	79.80	0100-12200-402190	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	45.74	5610-71130-402320	PCard Transaction Description: VEHICLE EXPENSE
01/07/2013	762272	U.S. Bank	PCards	65.21	4060-71190-409290	PCard Transaction Description: VEHICLE EXPENSE
01/07/2013	762272	U.S. Bank	PCards	26.40	0100-51120-402290	PCard Transaction Description: VEHICLE EXPENSE
01/07/2013	762272	U.S. Bank	PCards	26.40	0100-51120-402290	PCard Transaction Description: VEHICLE EXPENSE
01/07/2013	762272	U.S. Bank	PCards	12.99	2510-21870-402190	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	32.00	1500-21400-403822	PCard Transaction Description: EATING/DRINKING
01/07/2013	762272	U.S. Bank	PCards	219.00	5610-71130-402370	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	27.54	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	144.00	5610-71150-403660	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	12.81	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	69.85	5610-71150-402290	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	112.22	5610-71130-402370	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	115.00	0100-12120-403390	PCard Transaction Description: BUSINESS EXPENS
01/07/2013	762272	U.S. Bank	PCards	1,000.00	5610-71140-403990	PCard Transaction Description: BUSINESS EXPENS
01/07/2013	762272	U.S. Bank	PCards	30.00	0100-12530-403575	PCard Transaction Description: BUSINESS EXPENS
01/07/2013	762272	U.S. Bank	PCards	23.96	6200-19110-402190	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	97.00	6500-15650-403450	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	97.00	6500-15650-403450	PCard Transaction Description: OFFICE SUPPLIES

01/07/2013	762272	U.S. Bank	PCards	40.00	1500-21200-407910	PCard Transaction Description: BUSINESS EXPENS
01/07/2013	762272	U.S. Bank	PCards	61.20	5610-71120-402450	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	88.26	0100-51250-402250	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	88.27	0100-51100-403360	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	38.70	5710-71480-402450	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	58.18	5710-71430-402260	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	366.29	5710-71430-402450	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	69.94	5710-71430-403660	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	211.71	5710-71440-402260	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	126.57	6500-15660-402450	PCard Transaction Description: BUILDING SERVIC
01/07/2013	762272	U.S. Bank	PCards	341.50	5610-71130-403660	PCard Transaction Description: BUILDING SERVIC
01/07/2013	762272	U.S. Bank	PCards	100.33	0100-51270-402450	PCard Transaction Description: BUILDING SERVIC
01/07/2013	762272	U.S. Bank	PCards	279.00	6010-15530-403990	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	99.00	2600-55110-403822	PCard Transaction Description: MAIL/TELEPHONE
01/07/2013	762272	U.S. Bank	PCards	2,392.00	1500-21200-402610	PCard Transaction Description: MRO SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	2,400.49	1500-21200-402610	PCard Transaction Description: MRO SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	132.18	1500-21200-402631	PCard Transaction Description: MRO SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	43.00	5610-71100-403824	PCard Transaction Description: AIRLINE
01/07/2013	762272	U.S. Bank	PCards	112.26	2600-55190-403226	PCard Transaction Description: OFFICE SERVICES

01/07/2013	762272	U.S. Bank	PCards	1.89	0100-12530-403575	PCard Transaction Description: VEHICLE EXPENSE
01/07/2013	762272	U.S. Bank	PCards	12.02	1500-21120-402290	PCard Transaction Description: VEHICLE EXPENSE
01/07/2013	762272	U.S. Bank	PCards	25.00	5610-71140-402290	PCard Transaction Description: BUSINESS EXPENS
01/07/2013	762272	U.S. Bank	PCards	1,034.75	6010-15530-402650	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	189.40	5610-71130-402320	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	95.00	1500-21110-403170	PCard Transaction Description: VEHICLE EXPENSE
01/07/2013	762272	U.S. Bank	PCards	67.50	5610-71130-402320	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	-92.10	5610-71100-402190	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	-25.99	2600-55160-402290	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	-7.49	6600-31100-402190	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	18.18	5710-71410-402190	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	70.27	5710-71410-402190	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	30.58	0100-13140-402190	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	9.07	0100-13140-402190	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	7.55	0100-13140-402190	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	107.76	0100-13140-402190	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	54.99	0100-13140-402120	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	60.06	5410-31210-402190	PCard Transaction Description: WHOLESALE TRADE

01/07/2013	762272	U.S. Bank	PCards	20.94	5410-31210-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	67.80	6010-15530-402260	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	22.99	6010-15530-402260	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	18.39	6010-15530-402260	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	342.33	0100-16110-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	177.26	0100-16110-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	179.99	0100-16110-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	508.65	0100-16110-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	299.00	5610-71140-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	48.95	5610-71100-403210	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	371.74	5610-71100-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	89.90	5610-71100-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	921.33	2600-55140-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	12.88	2600-55180-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	49.22	2600-55130-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	17.99	2600-55110-402110	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	16.12	5020-75000-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	10.74	5120-85000-402190	PCard Transaction Description: WHOLES TRADE

01/07/2013	762272	U.S. Bank	PCards	6.90	5020-73110-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	4.60	5120-83110-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	47.99	0100-13130-402110	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	196.92	0100-17500-402110	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	3.44	0100-17500-402110	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	86.68	0100-17500-402110	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	329.00	0100-17500-402110	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	74.84	0100-13130-402110	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	18.61	0100-17500-402110	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	3.06	0100-51120-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	3.06	0100-51210-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	3.15	0100-51100-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	227.28	0100-51100-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	65.75	0100-51210-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	593.83	2550-21420-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	449.82	5120-84000-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	60.31	5020-73140-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	20.10	5120-83140-402190	PCard Transaction Description: WHOLES TRADE

01/07/2013	762272	U.S. Bank	PCards	23.79	6600-31100-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	9.29	5020-73140-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	56.97	5120-84000-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	249.00	5120-84000-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	139.93	5120-84000-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	80.68	5020-73110-403630	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	53.78	5120-83110-403630	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	386.10	5120-84000-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	133.04	5120-84000-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	50.96	5120-84000-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	41.94	0100-51270-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	8.99	5210-15210-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	9.07	5210-15230-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	105.00	5210-15930-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	15.36	5210-15210-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	39.51	0100-43210-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	12.59	0100-43210-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	177.08	6700-31410-402190	PCard Transaction Description: WHOLES TRADE

01/07/2013	762272	U.S. Bank	PCards	12.59	6700-31410-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	203.99	6700-31410-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	33.90	6050-15160-402160	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	36.90	6050-15160-402160	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	33.90	6050-15160-402160	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	185.16	0100-15120-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	73.80	6050-15160-402160	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	73.80	6050-15160-402160	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	762.90	6050-15160-402160	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	101.70	6050-15160-402160	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	79.95	0100-15120-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	11.99	2600-55160-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	41.62	6600-31100-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	24.10	6600-31100-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	107.83	6600-31100-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	38.82	5020-77000-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	37.86	5020-77000-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	169.16	6600-31100-402190	PCard Transaction Description: WHOLES TRADE

01/07/2013	762272	U.S. Bank	PCards	78.62	6600-31100-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	117.93	6700-31410-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	15.84	6600-31100-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	964.09	0100-12200-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	1,795.00	1500-21500-402925	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	289.61	1500-21500-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	117.84	1500-21200-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	88.31	1500-21500-405333	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	177.40	1500-21500-402271	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	422.41	1500-21500-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	444.75	1500-21200-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	162.17	1500-21500-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	118.99	1500-21500-405333	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	179.18	1500-21200-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	72.90	1500-21500-402120	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	288.60	1500-21500-402271	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	224.15	1500-21700-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	16.78	1500-21700-402190	PCard Transaction Description: WHOLES TRADE

01/07/2013	762272	U.S. Bank	PCards	193.75	6200-19110-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	41.67	6200-19110-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	36.90	6200-19110-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	233.06	6200-19110-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	80.02	6200-19130-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	60.97	6200-19110-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	73.42	6200-19110-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	18.59	6200-19110-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	132.31	2090-44510-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	4.21	2090-44510-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	32.41	2090-44510-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	35.45	2090-44510-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	174.96	2090-44510-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	37.19	6500-15660-402450	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	2,149.13	6500-15670-402240	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	70.00	2110-31320-403350	PCard Transaction Description: BUSINESS EXPENS
01/07/2013	762272	U.S. Bank	PCards	70.00	2110-31320-403350	PCard Transaction Description: BUSINESS EXPENS
01/07/2013	762272	U.S. Bank	PCards	70.00	2110-31320-403350	PCard Transaction Description: BUSINESS EXPENS

01/07/2013	762272	U.S. Bank	PCards	70.00	2110-31320-403350	PCard Transaction Description: BUSINESS EXPENS
01/07/2013	762272	U.S. Bank	PCards	9.00	2470-12670-402190	PCard Transaction Description: EATING/DRINKING
01/07/2013	762272	U.S. Bank	PCards	202.44	7180-21600-403870	PCard Transaction Description: HOTELS
01/07/2013	762272	U.S. Bank	PCards	202.44	7180-21600-403870	PCard Transaction Description: HOTELS
01/07/2013	762272	U.S. Bank	PCards	202.44	7180-21600-403870	PCard Transaction Description: HOTELS
01/07/2013	762272	U.S. Bank	PCards	95.00	1500-21110-403170	PCard Transaction Description: VEHICLE EXPENSE
01/07/2013	762272	U.S. Bank	PCards	164.07	2470-12670-402190	PCard Transaction Description: EATING/DRINKING
01/07/2013	762272	U.S. Bank	PCards	3.00	0100-51120-402290	PCard Transaction Description: VEHICLE EXPENSE
01/07/2013	762272	U.S. Bank	PCards	27.00	0100-51120-402290	PCard Transaction Description: VEHICLE EXPENSE
01/07/2013	762272	U.S. Bank	PCards	301.00	2650-67720-402290	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	38.48	5610-71140-402260	PCard Transaction Description: MAIL/TELEPHONE
01/07/2013	762272	U.S. Bank	PCards	1,094.52	1500-21120-402260	PCard Transaction Description: MAIL/TELEPHONE
01/07/2013	762272	U.S. Bank	PCards	103.68	1500-21120-402261	PCard Transaction Description: MAIL/TELEPHONE
01/07/2013	762272	U.S. Bank	PCards	892.38	1500-21120-402260	PCard Transaction Description: MAIL/TELEPHONE
01/07/2013	762272	U.S. Bank	PCards	814.00	1500-21120-402261	PCard Transaction Description: MAIL/TELEPHONE
01/07/2013	762272	U.S. Bank	PCards	40.55	1500-21120-402260	PCard Transaction Description: MAIL/TELEPHONE
01/07/2013	762272	U.S. Bank	PCards	-14.99	1500-22210-403590	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	85.00	1500-22240-402280	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	115.00	0100-51120-402260	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	115.00	5610-71150-402260	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	485.00	1500-21120-402120	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	132.00	0100-51120-402290	PCard Transaction Description: OTHER

01/07/2013	762272	U.S. Bank	PCards	715.00	6500-15660-402450	PCard Transaction Description: WHOLESAL TRADE
01/07/2013	762272	U.S. Bank	PCards	205.00	5610-71100-403390	PCard Transaction Description: BUSINESS EXPENS
01/07/2013	762272	U.S. Bank	PCards	280.00	5410-31220-402290	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	1,646.30	2600-55190-403333	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	53.95	1500-22230-402610	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	560.00	1500-21400-403822	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	35.00	5610-71150-402260	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	206.15	5610-71130-403650	PCard Transaction Description: WHOLESAL TRADE
01/07/2013	762272	U.S. Bank	PCards	80.18	2090-44510-408199	PCard Transaction Description: HOTELS
01/07/2013	762272	U.S. Bank	PCards	58.50	5710-71440-402450	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	118.19	2550-21420-403822	PCard Transaction Description: HOTELS
01/07/2013	762272	U.S. Bank	PCards	408.48	0100-43210-403822	PCard Transaction Description: HOTELS
01/07/2013	762272	U.S. Bank	PCards	1,515.00	6200-19130-403870	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	95.67	6200-19130-402190	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	50.01	2400-43010-403720	PCard Transaction Description: VEHICLE EXPENSE
01/07/2013	762272	U.S. Bank	PCards	14.07	5610-71130-403650	PCard Transaction Description: WHOLESAL TRADE
01/07/2013	762272	U.S. Bank	PCards	745.94	1500-22240-402280	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	168.00	1500-22240-402280	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	367.19	1500-21120-402261	PCard Transaction Description: MAIL/TELEPHONE
01/07/2013	762272	U.S. Bank	PCards	95.00	1500-21110-403170	PCard Transaction Description: VEHICLE EXPENSE
01/07/2013	762272	U.S. Bank	PCards	900.00	1500-21400-403822	PCard Transaction Description: RETAIL SERVICES
01/07/2013	762272	U.S. Bank	PCards	866.52	1500-21400-403822	PCard Transaction Description: HOTELS

01/07/2013	762272	U.S. Bank	PCards	139.99	6500-15650-402190	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	1.00	6500-15650-402190	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	59.90	6600-31100-403350	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	19.95	6600-31100-403350	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	5.00	5610-71130-402320	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	53.82	2510-21270-403822	PCard Transaction Description: VEHICLE EXPENSE
01/07/2013	762272	U.S. Bank	PCards	51.33	2510-21270-403822	PCard Transaction Description: VEHICLE EXPENSE
01/07/2013	762272	U.S. Bank	PCards	250.00	5120-85000-403350	PCard Transaction Description: BUILDING SERVIC
01/07/2013	762272	U.S. Bank	PCards	675.00	1500-21400-403822	PCard Transaction Description: BUSINESS EXPENS
01/07/2013	762272	U.S. Bank	PCards	115.30	0100-51270-402290	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	59.95	7180-21600-402290	PCard Transaction Description: BUSINESS EXPENS
01/07/2013	762272	U.S. Bank	PCards	179.85	1500-21500-402190	PCard Transaction Description: BUSINESS EXPENS
01/07/2013	762272	U.S. Bank	PCards	455.00	1500-22240-402280	PCard Transaction Description: MRO SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	281.75	1500-22240-402280	PCard Transaction Description: MRO SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	110.00	0100-51270-402190	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	55.00	2400-43010-403824	PCard Transaction Description: EATING/DRINKING
01/07/2013	762272	U.S. Bank	PCards	78.00	2600-55110-403290	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	176.07	5020-73110-402190	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	117.37	5120-83110-402190	PCard Transaction Description: WHOLESALE TRADE

01/07/2013	762272	U.S. Bank	PCards	151.52	5020-73110-402190	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	24.99	7380-12640-402190	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	53.47	5410-31210-402190	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	386.95	5410-31210-402925	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	639.96	5410-31210-402120	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	82.77	2110-31320-402290	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	15.07	2110-31320-402190	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	113.01	2110-31320-402190	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	25.98	5410-31210-402190	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	39.99	1500-21500-402925	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	188.92	2600-55180-402290	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	44.96	2600-55160-402290	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	133.91	6500-15650-402190	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	71.44	5120-84000-402190	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	69.96	1500-22250-402290	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	73.30	5120-83140-402190	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	219.68	5020-73140-402190	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	15.65	0100-51120-402410	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	129.00	1500-21200-402120	PCard Transaction Description: OTHER

01/07/2013	762272	U.S. Bank	PCards	15.00	0100-51120-402390	PCard Transaction Description: VEHICLE EXPENSE
01/07/2013	762272	U.S. Bank	PCards	42.00	1500-21700-403210	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	122.85	6500-15670-403690	PCard Transaction Description: BUILDING SERVIC
01/07/2013	762272	U.S. Bank	PCards	560.72	6500-15660-403660	PCard Transaction Description: BUILDING SERVIC
01/07/2013	762272	U.S. Bank	PCards	687.19	6500-15670-403690	PCard Transaction Description: BUILDING SERVIC
01/07/2013	762272	U.S. Bank	PCards	720.78	6500-15660-403660	PCard Transaction Description: BUILDING SERVIC
01/07/2013	762272	U.S. Bank	PCards	275.08	6500-15670-403690	PCard Transaction Description: BUILDING SERVIC
01/07/2013	762272	U.S. Bank	PCards	24.00	5210-15910-403630	PCard Transaction Description: BUILDING SERVIC
01/07/2013	762272	U.S. Bank	PCards	24.00	5210-15920-403630	PCard Transaction Description: BUILDING SERVIC
01/07/2013	762272	U.S. Bank	PCards	24.00	5210-15930-403630	PCard Transaction Description: BUILDING SERVIC
01/07/2013	762272	U.S. Bank	PCards	72.00	5210-15920-402450	PCard Transaction Description: BUILDING SERVIC
01/07/2013	762272	U.S. Bank	PCards	170.00	6500-15660-402450	PCard Transaction Description: BUILDING SERVIC
01/07/2013	762272	U.S. Bank	PCards	170.00	5210-15950-402450	PCard Transaction Description: BUILDING SERVIC
01/07/2013	762272	U.S. Bank	PCards	75.00	6500-15670-403690	PCard Transaction Description: BUILDING SERVIC
01/07/2013	762272	U.S. Bank	PCards	1,084.00	6500-15660-403660	PCard Transaction Description: BUILDING SERVIC
01/07/2013	762272	U.S. Bank	PCards	1,885.30	6500-15670-403690	PCard Transaction Description: BUILDING SERVIC
01/07/2013	762272	U.S. Bank	PCards	109.00	6500-15670-403690	PCard Transaction Description: BUILDING SERVIC
01/07/2013	762272	U.S. Bank	PCards	326.10	5610-71130-403660	PCard Transaction Description: BUILDING SERVIC

01/07/2013	762272	U.S. Bank	PCards	158.50	5210-15950-402450	PCard Transaction Description: BUILDING SERVIC
01/07/2013	762272	U.S. Bank	PCards	540.00	5610-71100-403824	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	1,100.00	5610-71130-402390	PCard Transaction Description: VEHICLE EXPENSE
01/07/2013	762272	U.S. Bank	PCards	39.00	5610-71130-402390	PCard Transaction Description: VEHICLE EXPENSE
01/07/2013	762272	U.S. Bank	PCards	50.00	5610-71130-402390	PCard Transaction Description: VEHICLE EXPENSE
01/07/2013	762272	U.S. Bank	PCards	55.36	0100-12200-403240	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	617.00	2980-65010-402190	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	26.00	5610-71150-402260	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	8.00	1500-21150-402285	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	105.50	1500-21120-402120	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	175.00	1500-21500-402120	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	168.00	1500-21120-402120	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	277.32	5610-71130-402320	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	66.47	5610-71120-402450	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	1,259.45	5410-31220-402260	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	543.25	5410-31230-402260	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	90.00	2600-55120-402260	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	21.50	1500-21120-402450	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	773.75	6500-15670-403690	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	498.50	6500-15660-402450	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	385.81	6010-15530-402260	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	7.15	0100-51120-402290	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	7.15	0100-51120-403990	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	40.61	0100-51270-402450	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	89.90	5610-71130-402260	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	225.00	1500-21120-402260	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	89.90	5210-15220-402260	PCard Transaction Description: OTHER

01/07/2013	762272	U.S. Bank	PCards	188.50	2110-31320-402320	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	18.32	5020-74000-402450	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	55.68	0100-51420-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	78.00	5610-71130-402320	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	349.80	0100-51120-402330	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	100.00	6500-15660-402450	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	740.00	6500-15660-403660	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	100.00	5210-15930-402450	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	19.65	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	249.24	6500-15660-402240	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	32.76	6500-15660-402240	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	24.52	6500-15670-402240	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	106.92	6500-15660-402240	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	467.04	6500-15670-402240	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	15.98	6500-15660-402450	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	166.76	6500-15660-402240	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	466.89	6500-15670-402240	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	123.12	6500-15650-408199	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	12.44	5210-15920-403650	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	469.45	5610-71120-402450	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	395.55	5610-71130-402320	PCard Transaction Description: VEHICLE EXPENSE

01/07/2013	762272	U.S. Bank	PCards	-346.13	5610-71130-402320	PCard Transaction Description: VEHICLE EXPENSE
01/07/2013	762272	U.S. Bank	PCards	399.00	1500-21150-402285	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	600.00	1500-21150-402279	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	30.00	1500-21150-402285	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	260.00	1500-21120-402261	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	12.97	5610-71130-403650	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	10.85	5610-71130-402450	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	16.19	5610-71130-402450	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	102.10	5610-71130-403650	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	6.14	5610-71130-402450	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	280.50	1500-22260-402360	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	9.00	6500-15650-402310	PCard Transaction Description: VEHICLE EXPENSE
01/07/2013	762272	U.S. Bank	PCards	96.00	1500-21110-401170	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	46.30	2600-55190-403380	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	-420.20	0100-15120-402190	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	199.77	6700-31410-403290	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	358.83	6700-31410-403290	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	420.20	0100-15120-402190	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	61.37	0100-15120-403210	PCard Transaction Description: OFFICE SERVICES

01/07/2013	762272	U.S. Bank	PCards	96.16	1500-21700-403210	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	267.24	2110-31320-402420	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	4.37	5610-71130-402320	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	52.75	2110-31320-402290	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	9.01	2110-31320-402290	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	44.25	0100-51120-402290	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	172.32	5610-71120-402450	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	50.94	5610-71100-403390	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	54.95	5610-71100-403390	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	350.59	6060-19310-402122	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	59.96	6060-19310-402122	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	84.00	0100-51120-402330	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	330.52	6500-15660-402240	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	345.65	6500-15660-402240	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	234.88	6500-15660-402240	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	88.90	6500-15660-402240	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	477.76	2600-55120-402450	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	394.83	2600-55120-402240	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	331.00	2600-55120-402450	PCard Transaction Description: WHOLESale TRADE

01/07/2013	762272	U.S. Bank	PCards	332.26	2600-55120-402240	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	63.15	0100-51220-402250	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	99.80	0100-51270-402450	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	58.75	0100-51270-402450	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	37.27	0100-51270-402450	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	79.95	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	45.50	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	-8.00	2600-55120-402240	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	5.35	5710-71430-402450	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	8.97	5610-71150-402320	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	4.73	1500-22260-402450	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	108.24	5410-31230-402320	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	71.60	0100-51120-402330	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	125.00	2110-31320-403350	PCard Transaction Description: BUSINESS EXPENS
01/07/2013	762272	U.S. Bank	PCards	23.95	0100-51120-402390	PCard Transaction Description: VEHICLE EXPENSE
01/07/2013	762272	U.S. Bank	PCards	17.20	5210-15230-402120	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	30.02	5210-15910-403650	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	30.03	5210-15920-403650	PCard Transaction Description: WHOLES TRADE

01/07/2013	762272	U.S. Bank	PCards	30.03	5210-15930-403650	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	465.66	5410-31230-402290	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	585.55	5610-71120-402240	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	141.86	5610-71120-402450	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	147.00	5610-71120-402240	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	53.68	5210-15910-403650	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	53.70	5210-15920-403650	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	53.68	5210-15930-403650	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	31.50	5410-31230-403660	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	68.50	2600-55120-403660	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	775.48	6500-15660-403660	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	75.50	6500-15650-408199	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	37.50	5210-15910-403970	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	75.00	5210-15920-403970	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	75.00	5210-15930-403970	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	17.60	6600-31100-403660	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	26.40	6700-31410-403660	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	17.60	6600-31100-403660	PCard Transaction Description: OFFICE SERVICES

01/07/2013	762272	U.S. Bank	PCards	26.40	6700-31410-403660	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	63.00	1500-21110-403574	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	154.00	4060-71190-409290	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	173.72	5610-71130-402320	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	29.50	0100-51120-402290	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	53.20	5710-71430-402450	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	44.63	0100-51120-402290	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	12.42	0100-51120-402290	PCard Transaction Description: VEHICLE EXPENSE
01/07/2013	762272	U.S. Bank	PCards	46.00	0100-51120-402290	PCard Transaction Description: VEHICLE EXPENSE
01/07/2013	762272	U.S. Bank	PCards	7.98	2110-31320-402320	PCard Transaction Description: VEHICLE EXPENSE
01/07/2013	762272	U.S. Bank	PCards	42.40	5610-71190-402450	PCard Transaction Description: VEHICLE EXPENSE
01/07/2013	762272	U.S. Bank	PCards	32.40	0100-51120-402290	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	21.70	0100-51120-402290	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	132.44	0100-51120-402290	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	19.33	0100-51120-402290	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	507.32	0100-51120-402290	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	34.96	0100-51120-402290	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	11.88	6500-15660-402450	PCard Transaction Description: WHOLESale TRADE

01/07/2013	762272	U.S. Bank	PCards	68.68	5610-71190-402450	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	11.82	2600-55120-402350	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	8.20	5410-31230-402320	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	211.94	5410-31230-402320	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	39.07	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	66.18	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	80.96	5410-31220-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	100.42	5410-31220-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	82.82	5410-31220-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	25.72	0100-51120-402330	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	16.90	2110-31320-402380	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	656.91	2110-31320-402380	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	75.60	0100-51420-402290	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	20.83	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	26.75	0100-51420-402290	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	19.98	5210-15230-402260	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	17.97	0100-51270-402290	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	1.00	0100-51270-402290	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	238.72	5410-31230-402290	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	29.99	0100-51120-402260	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	591.92	0100-51120-402410	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	31.19	0100-51120-402260	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	167.65	1500-21500-403210	PCard Transaction Description: WHOLES TRADE

01/07/2013	762272	U.S. Bank	PCards	1,031.12	5410-31230-402320	PCard Transaction Description: VEHICLE EXPENSE
01/07/2013	762272	U.S. Bank	PCards	6.80	0100-51120-402390	PCard Transaction Description: VEHICLE EXPENSE
01/07/2013	762272	U.S. Bank	PCards	5.70	0100-51120-402330	PCard Transaction Description: VEHICLE EXPENSE
01/07/2013	762272	U.S. Bank	PCards	924.48	5610-71120-402450	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	90.00	6500-15660-402190	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	36.35	6700-31410-402190	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	37.97	2600-55190-403222	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	59.92	2600-55190-403225	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	14.98	2600-55190-403243	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	73.51	1500-21120-402290	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	7.00	5610-71120-402450	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	515.16	5610-71130-402320	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	67.99	0100-51120-402260	PCard Transaction Description: VEHICLE EXPENSE
01/07/2013	762272	U.S. Bank	PCards	14.98	5610-71130-402320	PCard Transaction Description: VEHICLE EXPENSE
01/07/2013	762272	U.S. Bank	PCards	153.00	5610-71120-402450	PCard Transaction Description: VEHICLE EXPENSE
01/07/2013	762272	U.S. Bank	PCards	57.00	1500-21110-401170	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	342.89	5610-71130-402320	PCard Transaction Description: VEHICLE EXPENSE
01/07/2013	762272	U.S. Bank	PCards	25.16	0100-51120-402320	PCard Transaction Description: VEHICLE EXPENSE
01/07/2013	762272	U.S. Bank	PCards	126.60	5210-15950-402450	PCard Transaction Description: WHOLESale TRADE

01/07/2013	762272	U.S. Bank	PCards	923.04	0100-16110-403220	PCard Transaction Description: BUSINESS EXPENS
01/07/2013	762272	U.S. Bank	PCards	452.50	0100-12120-403390	PCard Transaction Description: BUSINESS EXPENS
01/07/2013	762272	U.S. Bank	PCards	152.50	2650-67720-402290	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	40.70	2400-43010-403210	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	449.54	5610-71120-403660	PCard Transaction Description: BUILDING SERVIC
01/07/2013	762272	U.S. Bank	PCards	242.20	6500-15660-402310	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	33.95	6500-15660-402310	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	112.79	8720-51980-403410	PCard Transaction Description: BUSINESS EXPENS
01/07/2013	762272	U.S. Bank	PCards	19.00	8720-51980-403410	PCard Transaction Description: BUSINESS EXPENS
01/07/2013	762272	U.S. Bank	PCards	266.03	8720-51980-403410	PCard Transaction Description: BUSINESS EXPENS
01/07/2013	762272	U.S. Bank	PCards	181.60	8720-51980-403410	PCard Transaction Description: BUSINESS EXPENS
01/07/2013	762272	U.S. Bank	PCards	19.00	8720-51980-403410	PCard Transaction Description: BUSINESS EXPENS
01/07/2013	762272	U.S. Bank	PCards	33.15	2110-31320-403410	PCard Transaction Description: BUSINESS EXPENS
01/07/2013	762272	U.S. Bank	PCards	64.95	2600-55110-407930	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	115.00	5610-71150-402260	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	490.00	5610-71130-403650	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	1,300.00	1500-22260-402120	PCard Transaction Description: WHOLESale TRADE
01/07/2013	762272	U.S. Bank	PCards	40.00	2600-55190-403222	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	8.00	2600-55190-403222	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	21.98	5020-74000-402450	PCard Transaction Description: WHOLESale TRADE

01/07/2013	762272	U.S. Bank	PCards	9.99	5410-31220-402410	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	40.26	0100-51260-402290	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	82.71	0100-12530-403575	PCard Transaction Description: EATING/DRINKING
01/07/2013	762272	U.S. Bank	PCards	18.52	0100-51120-402330	PCard Transaction Description: AUTO/RV DEALERS
01/07/2013	762272	U.S. Bank	PCards	506.50	2550-21420-402290	PCard Transaction Description: MRO SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	239.98	2600-55160-402190	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	105.00	0100-16110-403310	PCard Transaction Description: BUSINESS EXPENS
01/07/2013	762272	U.S. Bank	PCards	638.82	5610-71120-402450	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	119.27	0100-51250-402250	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	120.00	1500-21110-403350	PCard Transaction Description: BUSINESS EXPENS
01/07/2013	762272	U.S. Bank	PCards	399.59	5610-71130-403660	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	1,195.73	1500-21700-402120	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	28.20	2110-31320-402310	PCard Transaction Description: MRO SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	44.63	5710-71430-402450	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	48.05	5610-71120-402450	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	274.76	5710-71470-402450	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	23.82	5710-71440-402450	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	206.11	5610-71150-402290	PCard Transaction Description: WHOLESALE TRADE
01/07/2013	762272	U.S. Bank	PCards	58.88	5610-71120-402240	PCard Transaction Description: WHOLESALE TRADE

01/07/2013	762272	U.S. Bank	PCards	273.67	5410-31210-401170	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	69.90	1500-21710-402230	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	22.47	5410-31210-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	64.96	0100-51120-402260	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	79.48	6200-19110-405370	PCard Transaction Description: MAIL/TELEPHONE
01/07/2013	762272	U.S. Bank	PCards	626.60	6200-19110-405370	PCard Transaction Description: MAIL/TELEPHONE
01/07/2013	762272	U.S. Bank	PCards	1,202.00	6200-19110-405370	PCard Transaction Description: MAIL/TELEPHONE
01/07/2013	762272	U.S. Bank	PCards	114.96	5020-73110-402190	PCard Transaction Description: MAIL/TELEPHONE
01/07/2013	762272	U.S. Bank	PCards	76.63	5120-83110-402190	PCard Transaction Description: MAIL/TELEPHONE
01/07/2013	762272	U.S. Bank	PCards	114.96	5020-73110-402190	PCard Transaction Description: MAIL/TELEPHONE
01/07/2013	762272	U.S. Bank	PCards	76.63	5120-83110-402190	PCard Transaction Description: MAIL/TELEPHONE
01/07/2013	762272	U.S. Bank	PCards	623.50	2110-31320-402430	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	314.53	2600-55190-403380	PCard Transaction Description: OFFICE SUPPLIES
01/07/2013	762272	U.S. Bank	PCards	458.58	1500-21150-402285	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	49.55	1500-21400-402280	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	30.97	5610-71150-402440	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	17.97	4060-71190-409290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	39.66	2110-31320-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	19.14	5410-31220-402290	PCard Transaction Description: WHOLES TRADE

01/07/2013	762272	U.S. Bank	PCards	362.70	1500-21400-403822	PCard Transaction Description: AIRLINE
01/07/2013	762272	U.S. Bank	PCards	132.85	5020-74000-403820	PCard Transaction Description: AIRLINE
01/07/2013	762272	U.S. Bank	PCards	132.85	5120-84000-403820	PCard Transaction Description: AIRLINE
01/07/2013	762272	U.S. Bank	PCards	265.70	2110-31320-403824	PCard Transaction Description: AIRLINE
01/07/2013	762272	U.S. Bank	PCards	265.70	5410-31230-403822	PCard Transaction Description: AIRLINE
01/07/2013	762272	U.S. Bank	PCards	598.70	5610-71100-403824	PCard Transaction Description: AIRLINE
01/07/2013	762272	U.S. Bank	PCards	176.15	0100-51120-402290	PCard Transaction Description: WHOLES SALE TRADE
01/07/2013	762272	U.S. Bank	PCards	354.40	0100-15120-403230	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	25.83	0100-15120-403230	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	146.93	2470-12670-402190	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	203.95	6270-17520-403516	PCard Transaction Description: WHOLES SALE TRADE
01/07/2013	762272	U.S. Bank	PCards	4.99	2470-12670-402190	PCard Transaction Description: WHOLES SALE TRADE
01/07/2013	762272	U.S. Bank	PCards	10.57	2470-12670-402190	PCard Transaction Description: WHOLES SALE TRADE
01/07/2013	762272	U.S. Bank	PCards	15.57	0100-12530-403575	PCard Transaction Description: WHOLES SALE TRADE
01/07/2013	762272	U.S. Bank	PCards	147.50	0100-51270-402450	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	197.95	6700-31410-402190	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	40.95	0100-51120-402330	PCard Transaction Description: WHOLES SALE TRADE
01/07/2013	762272	U.S. Bank	PCards	24.98	0100-51120-402330	PCard Transaction Description: WHOLES SALE TRADE
01/07/2013	762272	U.S. Bank	PCards	9.96	2110-31320-402430	PCard Transaction Description: WHOLES SALE TRADE
01/07/2013	762272	U.S. Bank	PCards	52.48	0100-51420-402290	PCard Transaction Description: WHOLES SALE TRADE
01/07/2013	762272	U.S. Bank	PCards	5.20	0100-51420-402290	PCard Transaction Description: WHOLES SALE TRADE
01/07/2013	762272	U.S. Bank	PCards	-24.80	0100-51420-402290	PCard Transaction Description: WHOLES SALE TRADE

01/07/2013	762272	U.S. Bank	PCards	24.80	0100-51420-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	21.48	0100-51420-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	75.84	0100-51420-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	51.98	0100-51420-402410	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	33.93	5020-74000-402360	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	8.99	5610-71130-403650	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	6.98	6500-15660-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	21.99	6500-15660-402450	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	9.99	6500-15660-402450	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	16.98	6500-15660-402450	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	21.48	6500-15660-408199	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	39.99	5210-15230-402120	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	17.97	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	34.95	0100-51140-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	14.57	5410-31220-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	60.27	2110-31320-402920	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	13.95	2110-31320-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	13.95	2110-31320-402290	PCard Transaction Description: WHOLES TRADE

01/07/2013	762272	U.S. Bank	PCards	10.78	0100-51420-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	14.99	1500-22260-402320	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	26.37	5410-31220-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	9.98	5410-31230-402320	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	34.95	0100-51120-402410	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	19.99	5210-15950-402450	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	2.79	5210-15230-402120	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	3.59	5210-15230-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	17.98	5210-15230-402120	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	40.56	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	8.48	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	11.16	0100-12200-402120	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	1.39	5120-83140-402450	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	24.99	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	21.99	0100-51140-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	29.94	5610-71120-402450	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	21.99	5410-31220-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	19.96	1500-22230-402290	PCard Transaction Description: WHOLES TRADE

01/07/2013	762272	U.S. Bank	PCards	30.97	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	31.96	5610-71120-402450	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	50.00	2400-43010-407214	PCard Transaction Description: BUSINESS EXPENS
01/07/2013	762272	U.S. Bank	PCards	30.00	2600-55190-403380	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	4.99	2510-21270-402190	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	25.90	0100-12530-403575	PCard Transaction Description: OTHER
01/07/2013	762272	U.S. Bank	PCards	211.92	1500-21500-402120	PCard Transaction Description: MAIL/TELEPHONE
01/07/2013	762272	U.S. Bank	PCards	1,073.10	5610-71120-402240	PCard Transaction Description: BUILDING SERVIC
01/07/2013	762272	U.S. Bank	PCards	934.55	5610-71120-402240	PCard Transaction Description: BUILDING SERVIC
01/07/2013	762272	U.S. Bank	PCards	750.22	5610-71120-402240	PCard Transaction Description: BUILDING SERVIC
01/07/2013	762272	U.S. Bank	PCards	417.48	5610-71130-402240	PCard Transaction Description: BUILDING SERVIC
01/07/2013	762272	U.S. Bank	PCards	397.00	5610-71100-403390	PCard Transaction Description: OFFICE SERVICES
01/07/2013	762272	U.S. Bank	PCards	58.00	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	370.40	2600-55130-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	75.78	2600-55160-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	148.10	1500-21120-402220	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	88.63	5610-71150-402220	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	19.98	2600-55160-402190	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	28.52	1500-22230-403824	PCard Transaction Description: WHOLES TRADE

01/07/2013	762272	U.S. Bank	PCards	15.62	1500-22230-403824	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	29.86	0100-12530-403575	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	4.99	5610-71100-402925	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	883.92	1500-21500-405333	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	43.77	0100-51120-402410	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	9.68	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	64.85	0100-51120-402410	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	42.16	5020-74000-402450	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	6.26	5020-74000-402450	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	23.91	2110-31320-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	19.99	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	39.14	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	27.94	1500-22260-402450	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	3.49	0100-51120-402290	PCard Transaction Description: WHOLES TRADE
01/07/2013	762272	U.S. Bank	PCards	119.05	5610-71190-402450	PCard Transaction Description: WHOLES TRADE
01/07/2013	762280	Yellowstone Electric Co		4,986.00	5610-71170-402450	Invoice #20592. Storage high area upgrades lighting retrofit

Regular City Council Meeting

Meeting Date: 01/28/2013
TITLE: Payment of Claims January 14, 2013
PRESENTED BY: Pat M. Weber, Finance Director
Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$1,508,719.31 have been audited and are presented for your approval for payment. A complete listing of the claims dated January 14, 2013 is available in the Finance Department.

ALTERNATIVES ANALYZED

No other alternatives were analyzed.

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends that Council approve the Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

List of claims greater than \$2500.

AP Report >\$2500 for 01/14/2013

Check Date	Check	Name	Amount	Account	Item Desc
01/14/2013	762281	3M Library Systems	81,217.00	2600-55180-409490	Library RFID Conversion and Upgrade
01/14/2013	762300	Armacost Trane Service Co	111,487.00	5620-71200-409490	Invoice #6874. 180 ton chiller
01/14/2013	762303	Automated Office Inc	8,603.00	6050-15160-409470	Canon imageRunner Advance 6275 Staple Finisher P1 External 2/3 Hole Puncher A1 WSCA Montana pricing - contract #1715
01/14/2013	762303	Automated Office Inc	1,323.00	6050-15160-409470	Canon imageRunner Advance 6275 Staple Finisher P1 External 2/3 Hole Puncher A1 WSCA Montana pricing - contract #1715
01/14/2013	762303	Automated Office Inc	375.00	6050-15160-409470	Canon imageRunner Advance 6275 Staple Finisher P1 External 2/3 Hole Puncher A1 WSCA Montana pricing - contract #1715
01/14/2013	762303	Automated Office Inc	13,718.00	6050-15160-409470	Canon imageRunner Advance 8295 Staple Finisher N1 Puncher Unit BF1 WSCA Montana Pricing - Contract Number 1715
01/14/2013	762303	Automated Office Inc	3,135.00	6050-15160-409470	Canon imageRunner Advance 8295 Staple Finisher N1 Puncher Unit BF1 WSCA Montana Pricing - Contract Number 1715
01/14/2013	762303	Automated Office Inc	418.00	6050-15160-409470	Canon imageRunner Advance 8295 Staple Finisher N1 Puncher Unit BF1 WSCA Montana Pricing - Contract Number 1715
01/14/2013	762305	BENNION, JOHN W	3,774.96	5020-00000-115731	MANUAL CHECK 012277500
01/14/2013	762308	Big Sky Linen & Uniform	119.79	5610-71120-402240	01/02/2013 Statement. Building Maintenance, Operations uniform cleaning, mops and rags
01/14/2013	762308	Big Sky Linen & Uniform	420.00	5610-71120-402260	01/02/2013 Statement. Building Maintenance, Operations uniform cleaning, mops and rags

01/14/2013	762308	Big Sky Linen & Uniform	212.13	5610-71130-402260	01/02/2013 Statement. Building Maintenance, Operations uniform cleaning, mops and rags
01/14/2013	762308	Big Sky Linen & Uniform	47.46	1500-22250-402450	FIRE STATIONS & 911 CENTER LINEN SERVICE - DECEMBER 2012
01/14/2013	762308	Big Sky Linen & Uniform	231.26	1500-22260-402240	FIRE STATIONS & 911 CENTER LINEN SERVICE - DECEMBER 2012
01/14/2013	762308	Big Sky Linen & Uniform	268.09	5020-73120-402260	Uniforms
01/14/2013	762308	Big Sky Linen & Uniform	41.99	5020-73140-402260	Uniforms
01/14/2013	762308	Big Sky Linen & Uniform	12.92	5120-83140-402260	Uniforms
01/14/2013	762308	Big Sky Linen & Uniform	458.04	5020-75000-402260	Uniforms
01/14/2013	762308	Big Sky Linen & Uniform	305.36	5120-85000-402260	Uniforms
01/14/2013	762308	Big Sky Linen & Uniform	538.80	5020-74000-402260	Uniforms
01/14/2013	762308	Big Sky Linen & Uniform	405.60	5120-84000-402260	Uniforms
01/14/2013	762317	Billings Police Protective Assoc	2,661.00	6500-15660-403660	Cleaning of Billings Police Training Facility
01/14/2013	762321	Branch Group Inc	3,927.40	5020-74000-402360	Memory dongle/comm module/software
01/14/2013	762321	Branch Group Inc	785.54	5120-84000-402360	Memory dongle/software
01/14/2013	762321	Branch Group Inc	17.50	5020-74000-402360	Shipping charges
01/14/2013	762321	Branch Group Inc	17.50	5120-84000-402360	Shipping charges
01/14/2013	762323	Brenntag Pacific Inc	5,808.00	2110-31320-404720	hicothaw
01/14/2013	762323	Brenntag Pacific Inc	5,876.71	2110-31320-404720	hicothaw
01/14/2013	762323	Brenntag Pacific Inc	4,801.00	2110-31320-404721	ice slicer
01/14/2013	762323	Brenntag Pacific Inc	2,983.75	5120-84000-402220	Sodium Chlorite
01/14/2013	762323	Brenntag Pacific Inc	5,879.89	2110-31320-404720	hicothaw
01/14/2013	762323	Brenntag Pacific Inc	5,921.75	2110-31320-404720	hicothaw
01/14/2013	762324	Brown And Caldwell	3,249.35	5030-75910-409340	WO 08-25 ZONE 3 RESERVOIR
01/14/2013	762330	Connor's Garage Door Service	4,000.00	5610-71120-402450	Invoice #2160. Replacement security door for Delta bag belt
01/14/2013	762330	Connor's Garage Door Service	1,150.00	5610-00000-141000	Invoice #2161. Spare overhead door parts for QTA
01/14/2013	762331	Cop Construction Co	46,055.00	5130-00000-201100	WO 12-01 2012 Water & Sewer - Sch2
01/14/2013	762331	Cop Construction Co	4,566.24	5130-85910-409340	WO 13-01 2013 Water & Sewer - Empire Alley Sewer Exploratory Work
01/14/2013	762350	Dorsey & Whitney Llp	16,560.60	3130-15300-405510	GO Refunding bonds, series 2012
01/14/2013	762350	Dorsey & Whitney Llp	4,439.40	3150-15300-405510	GO Refunding bonds, series 2012
01/14/2013	762351	Dowl Hkm	254.35	5030-75910-409340	WO 12-01 2012 WATER & SEW ER REPLC PRJ (503)

01/14/2013	762351	Dowl Hkm	14,666.46	5030-75910-409340	WO 13-01 2013 Sanitary Sewer & Water Replacement
01/14/2013	762351	Dowl Hkm	5,161.25	5120-82110-403540	WO1214 IWP WW Collections System
01/14/2013	762351	Dowl Hkm	2,480.65	5130-85910-409340	WO 12-01 2012 WATER & SEW ER REPLC PRJ (513)
01/14/2013	762351	Dowl Hkm	57,198.54	5130-85910-409340	WO 13-01 2013 Sanitary Sewer & Water Replacement
01/14/2013	762352	Ed Bartlett, LLC	5,900.00	0100-14110-403950	Lobbyist Contract January 2013
01/14/2013	762355	Farm to Market Warehouse LLC	2,670.00	0100-51250-403990	Sports Plex-Summer Camps 2012 programs charges.
01/14/2013	762370	Guardian Security Inc	6,032.30	2600-55120-403574	Invoice 995867
01/14/2013	762371	Hardrives Construction Inc	29,286.54	2050-31310-409390	WO 12-03 #3 City Crack Seal
01/14/2013	762372	HDR, Inc.	2,473.87	4160-74930-409340	WO 09-28 Wtr Treatment Plant Backup Power Phs II
01/14/2013	762372	HDR, Inc.	1,819.71	5030-75910-409340	WO 10-12 WTP LOW SRVC PUMP STATION #1
01/14/2013	762372	HDR, Inc.	1,711.06	5030-74910-409390	WO 11-11 WTF Rapid Mixer
01/14/2013	762372	HDR, Inc.	1,159.53	4160-74930-409220	WO0426 ZONE 4 RESERVOIR A ND FACILITIES
01/14/2013	762378	Industrial Communications &Electron	396.00	2250-22320-403450	911 SERVICE CALL: ONSITE TO CROSS-CONNECT PHONE LINES AFTER CENTURYLINK WORK WAS DONE 11/6/2012 SERVICE CALL MADE
01/14/2013	762378	Industrial Communications &Electron	778.50	2110-31320-403160	installation of new narrowband radio at comm ctr for communication with street/traffic
01/14/2013	762378	Industrial Communications &Electron	14,850.00	1500-22270-402481	UHF ALPHA NUMERIC PAGERS, UNICATION ALPH LEGEND PLUS
01/14/2013	762379	J-W Measurement Company	21,768.00	5120-84000-402450	Primary digester meters
01/14/2013	762382	Johnson Controls Inc.	3,202.00	4060-71190-409290	Invoice #1212287136. Expansion of Card Readers at QTA for car wash bays
01/14/2013	762392	Langlas & Associates Inc	75,289.52	2100-31100-409311	WO 12-34 N. Broadway Sidewalks
01/14/2013	762408	MONTANA CSED	3,890.82	9000-00000-209926	Child Support
01/14/2013	762410	Montana Department Of	23,838.80	5410-31230-407635	Landfill License
01/14/2013	762413	Montana Municipal Interlocal Authority	27,504.00	6300-17530-407311	January 2013 Deductible Recovery Invoice
01/14/2013	762414	Montana Municipal Interlocal Authority	417,058.13	9000-00000-209941	Worker's Compensation 10-1-12 through 12-31-12
01/14/2013	762413	Montana Municipal Interlocal Authority	38,364.11	6300-17530-407311	December 2012 Deductible Recovery Invoice

01/14/2013	762417	Morrison Maierle Inc	5,359.27	5030-75910-409340	WO 10-08 WTP CLEARWELL CT
01/14/2013	762417	Morrison Maierle Inc	16,820.65	8400-31840-409310	WO 12-31 East End Industrial Area Storm Drain
01/14/2013	762423	New World Systems	1,120.00	1500-21120-403590	Invoice 024409 - 2013 New World Conference Registration for Jon Kristjanson, Travel Req 5069
01/14/2013	762423	New World Systems	1,845.00	1500-21500-403822	Invoice 024411 - 2013 New World Conference Fee for Rhea Grandahl & Tressa Huet, Travel Req 5069
01/14/2013	762423	New World Systems	725.00	1500-21500-403822	Invoice 024984 - 2013 New World Conference Registration for Dave Cardillo, Travel Req 5069
01/14/2013	762425	Northern Industrial Hygiene, Inc.	5,785.00	4980-55110-409220	Asbestos inspection and reporting at existing Library building
01/14/2013	762427	NorthWestern Energy	26,378.79	5610-71120-403410	0100482-9. December 2012 Airport Main Vault
01/14/2013	762427	NorthWestern Energy	35.94	1500-22210-403410	07125321
01/14/2013	762427	NorthWestern Energy	103.56	5610-71130-403410	07125339
01/14/2013	762427	NorthWestern Energy	7.15	0100-51120-403410	07230253
01/14/2013	762427	NorthWestern Energy	88.39	5120-85000-403410	07233836
01/14/2013	762427	NorthWestern Energy	13.94	0100-51290-403410	09998071
01/14/2013	762427	NorthWestern Energy	14.90	5120-85000-403410	17040254
01/14/2013	762427	NorthWestern Energy	256.18	5020-74000-403410	805 Constitution
01/14/2013	762427	NorthWestern Energy	3,359.50	5710-71430-403410	Electricity at Metroplex 11/28/12 to 12/31/12
01/14/2013	762427	NorthWestern Energy	1,275.64	0100-51270-403410	Monthly electrical charges for BCC.
01/14/2013	762427	NorthWestern Energy	724.17	5020-74000-403410	Skyview High School .25 mile SW
01/14/2013	762427	NorthWestern Energy	15.33	5610-71130-403410	07125347
01/14/2013	762427	NorthWestern Energy	181.94	0100-51410-403410	07125388
01/14/2013	762427	NorthWestern Energy	18.62	0100-51120-403410	07230535
01/14/2013	762427	NorthWestern Energy	7.15	8720-51980-403410	07233844
01/14/2013	762427	NorthWestern Energy	142.95	6070-22350-403410	10069151
01/14/2013	762427	NorthWestern Energy	27.63	5120-85000-403410	17040304
01/14/2013	762427	NorthWestern Energy	220.76	5610-71130-403410	07125354
01/14/2013	762427	NorthWestern Energy	36.81	0100-51260-403410	07208416
01/14/2013	762427	NorthWestern Energy	8.80	8720-51980-403410	07233851
01/14/2013	762427	NorthWestern Energy	7.15	0100-51120-403410	11565272
01/14/2013	762427	NorthWestern Energy	77.95	2110-31320-403410	17389891
01/14/2013	762427	NorthWestern Energy	41.87	5610-71130-403410	07127913
01/14/2013	762427	NorthWestern Energy	10.34	5020-74000-403410	07222490

01/14/2013	762427	NorthWestern Energy	8.80	8720-51980-403410	07233869
01/14/2013	762427	NorthWestern Energy	17.40	5020-74000-403410	11608072
01/14/2013	762427	NorthWestern Energy	7.15	5020-74000-403410	18672659
01/14/2013	762427	NorthWestern Energy	44.99	5610-71130-403410	07127954
01/14/2013	762427	NorthWestern Energy	7.15	0100-51120-403410	07222532
01/14/2013	762427	NorthWestern Energy	8.80	8720-51980-403410	07233877
01/14/2013	762427	NorthWestern Energy	1,243.11	1500-21710-403410	11834835
01/14/2013	762427	NorthWestern Energy	8.44	0100-51120-403410	19022573
01/14/2013	762427	NorthWestern Energy	26.02	5610-71130-403410	07127970
01/14/2013	762427	NorthWestern Energy	201.50	0100-51120-403410	07222565
01/14/2013	762427	NorthWestern Energy	8.80	8720-51980-403410	07233885
01/14/2013	762427	NorthWestern Energy	12.43	0100-51120-403410	12300661
01/14/2013	762427	NorthWestern Energy	13.18	0100-51120-403410	19412436
01/14/2013	762427	NorthWestern Energy	9.83	5610-71170-403410	07128051
01/14/2013	762427	NorthWestern Energy	9.12	0100-51120-403410	07222581
01/14/2013	762427	NorthWestern Energy	4.93	0100-51120-403410	07233919
01/14/2013	762427	NorthWestern Energy	3.30	8720-51980-403410	07233919
01/14/2013	762427	NorthWestern Energy	7.56	0100-51120-403410	12422226
01/14/2013	762427	NorthWestern Energy	1.07	8720-51980-403410	20413621
01/14/2013	762427	NorthWestern Energy	7.37	5610-71130-403410	07128135
01/14/2013	762427	NorthWestern Energy	20.70	0100-51120-403410	07222599
01/14/2013	762427	NorthWestern Energy	8.80	8720-51980-403410	07233927
01/14/2013	762427	NorthWestern Energy	34.69	0100-51120-403410	12488631
01/14/2013	762427	NorthWestern Energy	8.23	2110-31320-403410	20470001
01/14/2013	762427	NorthWestern Energy	43.49	5610-71130-403410	07197593
01/14/2013	762427	NorthWestern Energy	2,100.79	5020-74000-403410	07222706
01/14/2013	762427	NorthWestern Energy	7.90	8720-51980-403410	07233935
01/14/2013	762427	NorthWestern Energy	0.50	8720-51980-403410	13127071
01/14/2013	762427	NorthWestern Energy	8.44	2110-31320-403410	20470076
01/14/2013	762427	NorthWestern Energy	36.35	5610-71130-403410	07197601
01/14/2013	762427	NorthWestern Energy	8.95	0100-51120-403410	07222722
01/14/2013	762427	NorthWestern Energy	5.98	8720-51980-403410	07222722
01/14/2013	762427	NorthWestern Energy	7.15	8720-51980-403410	07233943
01/14/2013	762427	NorthWestern Energy	5.26	5020-74000-403410	13466735
01/14/2013	762427	NorthWestern Energy	8.44	2110-31320-403410	20470100
01/14/2013	762427	NorthWestern Energy	46.39	5610-71130-403410	07197619
01/14/2013	762427	NorthWestern Energy	97.43	0100-51120-403410	07222730

01/14/2013	762427	NorthWestern Energy	7.15	8720-51980-403410	07233950
01/14/2013	762427	NorthWestern Energy	1.18	0100-51120-403410	14093942
01/14/2013	762427	NorthWestern Energy	8.44	2110-31320-403410	20470118
01/14/2013	762427	NorthWestern Energy	46.92	5610-71130-403410	07197627
01/14/2013	762427	NorthWestern Energy	12.02	0100-51120-403410	07222748
01/14/2013	762427	NorthWestern Energy	7.15	8720-51980-403410	07233968
01/14/2013	762427	NorthWestern Energy	36.02	8720-51980-403410	15138001
01/14/2013	762427	NorthWestern Energy	8.23	2110-31320-403410	20470134
01/14/2013	762427	NorthWestern Energy	32.38	5610-71130-403410	07202963
01/14/2013	762427	NorthWestern Energy	100.16	0100-51120-403410	07222755
01/14/2013	762427	NorthWestern Energy	7.15	8720-51980-403410	07233976
01/14/2013	762427	NorthWestern Energy	32.90	8720-51980-403410	15138027
01/14/2013	762427	NorthWestern Energy	8.44	2110-31320-403410	20470175
01/14/2013	762427	NorthWestern Energy	36.00	0100-51120-403410	07222771
01/14/2013	762427	NorthWestern Energy	7.15	8720-51980-403410	07233984
01/14/2013	762427	NorthWestern Energy	16.84	8720-51980-403410	15138043
01/14/2013	762427	NorthWestern Energy	8.44	2110-31320-403410	20470183
01/14/2013	762427	NorthWestern Energy	29.79	0100-51120-403410	07222789
01/14/2013	762427	NorthWestern Energy	739.03	5120-85000-403410	07234040
01/14/2013	762427	NorthWestern Energy	8.12	8720-51980-403410	15143886
01/14/2013	762427	NorthWestern Energy	15.33	0100-51120-403410	07222797
01/14/2013	762427	NorthWestern Energy	7.15	8720-51980-403410	07238355
01/14/2013	762427	NorthWestern Energy	7.80	8720-51980-403410	15642093
01/14/2013	762427	NorthWestern Energy	7.15	0100-51120-403410	07222805
01/14/2013	762427	NorthWestern Energy	9.12	8720-51980-403410	07238363
01/14/2013	762427	NorthWestern Energy	45.98	5210-15240-403410	15696313
01/14/2013	762427	NorthWestern Energy	7.15	0100-51120-403410	07222813
01/14/2013	762427	NorthWestern Energy	7.15	8720-51980-403410	07238405
01/14/2013	762427	NorthWestern Energy	7.15	0100-51120-403410	15882624
01/14/2013	762427	NorthWestern Energy	7.15	0100-51120-403410	07222839
01/14/2013	762427	NorthWestern Energy	212.33	5120-85000-403410	07238785
01/14/2013	762427	NorthWestern Energy	0.88	0100-51120-403410	16926669
01/14/2013	762427	NorthWestern Energy	7.15	0100-51120-403410	07222847
01/14/2013	762427	NorthWestern Energy	7.56	8720-51980-403410	07238835
01/14/2013	762427	NorthWestern Energy	15.33	0100-51120-403410	07228083
01/14/2013	762427	NorthWestern Energy	94.15	0100-51120-403410	07238843
01/14/2013	762427	NorthWestern Energy	9.41	0100-51120-403410	07228521

01/14/2013	762427	NorthWestern Energy	7.80	8720-51980-403410	07238850
01/14/2013	762427	NorthWestern Energy	9.12	0100-51120-403410	07228620
01/14/2013	762427	NorthWestern Energy	17.71	0100-51120-403410	07238876
01/14/2013	762427	NorthWestern Energy	195.04	0100-51120-403410	07229016
01/14/2013	762427	NorthWestern Energy	0.60	0100-51120-403410	07931348
01/14/2013	762427	NorthWestern Energy	8.44	0100-51120-403410	07229768
01/14/2013	762427	NorthWestern Energy	8.04	8720-51980-403410	08814550
01/14/2013	762427	NorthWestern Energy	222.16	0100-51120-403410	07229958
01/14/2013	762427	NorthWestern Energy	0.79	8720-51980-403410	09718248
01/14/2013	762427	NorthWestern Energy	76.90	0100-51120-403410	07230055
01/14/2013	762427	NorthWestern Energy	7.15	0100-51120-403410	09789173
01/14/2013	762427	NorthWestern Energy	7.15	0100-51120-403410	07230469
01/14/2013	762427	NorthWestern Energy	11.66	0100-51120-403410	07230493
01/14/2013	762427	NorthWestern Energy	17.69	0100-51120-403410	07230642
01/14/2013	762427	NorthWestern Energy	17.69	0100-51120-403410	07230659
01/14/2013	762432	Pierce RV Sales	4,889.00	7100-21330-402925	This is an order per attached quote. Storage container to house riot gear.
01/14/2013	762434	Premier Vehicle Installation	7,647.00	2500-21350-402120	This is an order per attached estimate. Please ship to City of Billings, Fleet Services, Attn: Larry Deschene. 4848 Midland Road, Billings, MT 59101.
01/14/2013	762435	Prorover	4,750.00	0100-51140-403990	Trimming and removal of hazardous trees in parks.
01/14/2013	762436	Public Utilities	3,953.53	5610-71100-403420	68407759
01/14/2013	762436	Public Utilities	33.92	5020-74000-402450	Garbage collection
01/14/2013	762436	Public Utilities	64.08	5020-73140-402450	Garbage Collection 2251 Belknap
01/14/2013	762436	Public Utilities	9.54	5120-85000-403420	13670319854
01/14/2013	762436	Public Utilities	21.36	5120-83140-402450	Garbage Collection 2251 Belknap
01/14/2013	762436	Public Utilities	10.67	8720-51980-403420	15273330304
01/14/2013	762436	Public Utilities	85.45	5020-74000-402450	Garbage Collection 2251 Belknap
01/14/2013	762436	Public Utilities	302.89	6500-15660-403420	106989-12385
01/14/2013	762436	Public Utilities	51.26	5020-75000-402450	Garbage Collection 2251 Belknap
01/14/2013	762436	Public Utilities	34.18	5120-85000-402450	Garbage Collection 2251 Belknap
01/14/2013	762438	Public Works-Administration	505.20	5050-75150-403671	Dec Engineering Permits WSRP
01/14/2013	762438	Public Works-Administration	3,295.00	5020-75000-403680	Dec Eng Permits Water Main Breaks
01/14/2013	762442	RKI Instruments Inc	4,813.73	5120-84000-402450	Beacon controller/transmitter/sensor
01/14/2013	762446	Rocky Mountain College	5,000.00	5120-82110-403590	Evaluate Wetlands Treatment of Wastewater

01/14/2013	762447	Rocky Mountain Scale Works	36,792.00	5410-31230-409250	scale and software for the landfill
01/14/2013	762448	Routematch Software, Inc.	628.57	4120-71640-409490	Purchase RouteMatch Software's Mobile Data System, Fixed Route Integration Module, Technical services and training.
01/14/2013	762448	Routematch Software, Inc.	628.57	4120-71640-409490	Purchase RouteMatch Software's Mobile Data System, Fixed Route Integration Module, Technical services and training.
01/14/2013	762448	Routematch Software, Inc.	628.57	4120-71640-409490	Purchase RouteMatch Software's Mobile Data System, Fixed Route Integration Module, Technical services and training.
01/14/2013	762448	Routematch Software, Inc.	1,498.58	4120-71640-409490	Purchase RouteMatch Software's Mobile Data System, Fixed Route Integration Module, Technical services and training.
01/14/2013	762448	Routematch Software, Inc.	1,508.57	4120-71640-409490	Purchase RouteMatch Software's Mobile Data System, Fixed Route Integration Module, Technical services and training.
01/14/2013	762448	Routematch Software, Inc.	1,508.57	4120-71640-409490	Purchase RouteMatch Software's Mobile Data System, Fixed Route Integration Module, Technical services and training.
01/14/2013	762448	Routematch Software, Inc.	1,508.57	4120-71640-409490	Purchase RouteMatch Software's Mobile Data System, Fixed Route Integration Module, Technical services and training.
01/14/2013	762448	Routematch Software, Inc.	1,508.57	4120-71640-409490	Purchase RouteMatch Software's Mobile Data System, Fixed Route Integration Module, Technical services and training.
01/14/2013	762448	Routematch Software, Inc.	2,250.00	4120-71640-409490	Purchase RouteMatch Software's Mobile Data System, Fixed Route Integration Module, Technical services and training.
01/14/2013	762448	Routematch Software, Inc.	3,184.00	4120-71640-409490	Purchase RouteMatch Software's Mobile Data System, Fixed Route Integration Module, Technical services and training.
01/14/2013	762451	Sanderson Stewart	9,202.42	8450-31860-409310	WO 09-12 INNER BELT LOOP (845)
01/14/2013	762451	Sanderson Stewart	4,004.10	5130-00000-201100	WO 12-12 Bench Blvd Sanitary Sewer
01/14/2013	762457	St Vincent Occupational Health	1,155.00	0100-17500-403572	On-Site Nursing/Blood Pressure Checks/DOT physicals/Hep B Vac
01/14/2013	762457	St Vincent Occupational Health	1,266.65	1500-21120-403510	On-Site Nursing/Blood Pressure Checks/DOT physicals/Hep B Vac

01/14/2013	762457	St Vincent Occupational Health	240.00	1500-21710-403510	On-Site Nursing/Blood Pressure Checks/DOT physicals/Hep B Vac
01/14/2013	762457	St Vincent Occupational Health	150.00	2110-31320-403510	On-Site Nursing/Blood Pressure Checks/DOT physicals/Hep B Vac
01/14/2013	762457	St Vincent Occupational Health	202.50	5020-74000-403510	On-Site Nursing/Blood Pressure Checks/DOT physicals/Hep B Vac
01/14/2013	762457	St Vincent Occupational Health	42.00	5020-75000-403510	On-Site Nursing/Blood Pressure Checks/DOT physicals/Hep B Vac
01/14/2013	762457	St Vincent Occupational Health	877.50	5120-84000-403510	On-Site Nursing/Blood Pressure Checks/DOT physicals/Hep B Vac
01/14/2013	762457	St Vincent Occupational Health	28.00	5120-85000-403510	On-Site Nursing/Blood Pressure Checks/DOT physicals/Hep B Vac
01/14/2013	762457	St Vincent Occupational Health	210.00	5410-31210-403510	On-Site Nursing/Blood Pressure Checks/DOT physicals/Hep B Vac
01/14/2013	762457	St Vincent Occupational Health	375.00	5610-71130-403510	On-Site Nursing/Blood Pressure Checks/DOT physicals/Hep B Vac
01/14/2013	762457	St Vincent Occupational Health	40.00	6010-15530-403510	On-Site Nursing/Blood Pressure Checks/DOT physicals/Hep B Vac
01/14/2013	762457	St Vincent Occupational Health	565.00	6270-17520-405160	On-Site Nursing/Blood Pressure Checks/DOT physicals/Hep B Vac
01/14/2013	762460	Sunset Excavation	2,300.00	5050-75150-403671	324 Moccasin Trail
01/14/2013	762460	Sunset Excavation	3,900.00	5050-75150-403671	4124 Laredo
01/14/2013	762460	Sunset Excavation	3,900.00	5050-75150-403671	4203 Audobon Way
01/14/2013	762461	Teledyne Isco Inc	6,000.00	5120-84000-402450	ADFM Box Modem
01/14/2013	762461	Teledyne Isco Inc	10,737.00	5120-84000-402450	Transducer Assembly
01/14/2013	762466	Trailhead Spirits	100,000.00	7230-65950-405930	Downtown Revolving Loan issuance to Trailhead Spirits
01/14/2013	762475	Womack Machine Supply Co - West	135.34	6010-15530-402650	0106099
01/14/2013	762475	Womack Machine Supply Co - West	109.64	5410-31220-402320	0106561
01/14/2013	762475	Womack Machine Supply Co - West	90.62	2110-31320-402320	0106815
01/14/2013	762475	Womack Machine Supply Co - West	90.57	5410-31220-402320	0106438
01/14/2013	762475	Womack Machine Supply Co - West	13.44	5410-31220-402320	0106561
01/14/2013	762475	Womack Machine Supply Co - West	34.84	5410-31230-402320	0106562
01/14/2013	762475	Womack Machine Supply Co - West	11.73	1500-22260-402320	0105915
01/14/2013	762475	Womack Machine Supply Co - West	135.97	5410-31220-402320	0106304
01/14/2013	762475	Womack Machine Supply Co - West	186.30	2110-31320-402320	0105915
01/14/2013	762475	Womack Machine Supply Co - West	27.67	2110-31320-402320	0106563

01/14/2013	762475	Womack Machine Supply Co - West	9.00	2110-31320-402320	0105917
01/14/2013	762475	Womack Machine Supply Co - West	241.20	2110-31320-402320	0106692
01/14/2013	762475	Womack Machine Supply Co - West	15.00	5410-31220-402320	0105917
01/14/2013	762475	Womack Machine Supply Co - West	372.65	2110-31320-402320	0106691
01/14/2013	762475	Womack Machine Supply Co - West	1,257.26	2110-31320-402320	0106151
01/14/2013	762475	Womack Machine Supply Co - West	11.95	5410-31230-402320	0106693
01/14/2013	762475	Womack Machine Supply Co - West	35.89	2110-31320-402320	0106151
01/14/2013	762475	Womack Machine Supply Co - West	38.86	2110-31320-402320	0106694
01/14/2013	762475	Womack Machine Supply Co - West	28.68	2110-31320-402320	0106695
01/14/2013	762475	Womack Machine Supply Co - West	27.89	2110-31320-402320	0106696
01/14/2013	762475	Womack Machine Supply Co - West	13.36	1500-22260-402320	0106814
01/14/2013	762475	Womack Machine Supply Co - West	32.28	5410-31220-402320	0106812
01/14/2013	762475	Womack Machine Supply Co - West	47.15	2110-31320-402320	0106813
01/14/2013	762475	Womack Machine Supply Co - West	35.99	1500-22260-402320	0106816
01/14/2013	762475	Womack Machine Supply Co - West	98.31	2110-31320-402320	0106929
01/14/2013	762475	Womack Machine Supply Co - West	41.64	2110-31320-402320	0106930
01/14/2013	762475	Womack Machine Supply Co - West	15.66	1500-22260-402320	0106931
01/14/2013	762475	Womack Machine Supply Co - West	4.92	2110-31320-402320	0107076
01/14/2013	762475	Womack Machine Supply Co - West	148.85	5120-85000-402320	0107079
01/14/2013	762475	Womack Machine Supply Co - West	47.17	2110-31320-402320	0107191
01/14/2013	762475	Womack Machine Supply Co - West	99.00	5410-31220-402320	0107080
01/14/2013	762475	Womack Machine Supply Co - West	33.08	2110-31320-402320	0107192
01/14/2013	762475	Womack Machine Supply Co - West	2.01	5120-85000-402320	0107273
01/14/2013	762476	Yellowstone County Finance Dpt	3,430.00	1500-21110-403590	Prisoner Billing for month ending December 2012
01/14/2013	762477	Yellowstone E-Waste Solutions Inc	10,736.00	5410-31230-403590	Electronic recycling at the landfill
01/14/2013	762478	Yellowstone Electric Co	4,974.00	4060-71190-409290	Invoice #20599. Run fiber & PVC pipe to hook up card readers in 3 car wash bays. Mount controller & provide 120 volt power. Car wash pin pads.
01/14/2013	762479	Yellowstone Valley Animal Shelter	20,666.67	1500-21700-403990	contract 1\22\12-12\21\12

Regular City Council Meeting

Meeting Date: 01/28/2013

TITLE: Special Review #902 - Public Hearing - Lutheran Church of the Good Shepherd

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

This is a request for a special review to allow the demolition and reconstruction of a major portion of an existing church and installation of a new parking lot at 1108 24th Street West. The demolition will remove 11,974 square feet of building and the new construction will add 23,051 square feet of building to the north of the area to be demolished. In the place of the demolished building, a new 47-space parking lot will be developed. The additional building area will be configured to accommodate office space, pre-school and nursery area, Sunday school classrooms, storage, meeting space, and a choir room. The property is located in a Residential 7,000 (R-70) zoning district on Lots 1-7 & 15, Block 1, Lillis Subdivision 2nd Filing, and Tracts 1 & 2, C/S 3112, totaling 2.63 acres of land. The property is owned by the Lutheran Church of the Good Shepherd, and AT Architecture, Alex Tommerup, AIA is the agent. The Zoning Commission conducted a public hearing on January 2, 2013, and is forwarding a recommendation of conditional approval on a 4-0 vote.

ALTERNATIVES ANALYZED

The Planning Division reviewed the application and recommended conditional approval to the Zoning Commission. The Zoning Commission concurred with this recommendation and added 2 more conditions of approval to the staff recommended conditions. Before a recommendation of approval or conditional approval can be made, each special review request must demonstrate conformance with three primary criteria: 1) the application complies with all parts of the Unified Zoning Regulations, 2) the application is consistent with the objectives and purposes of the Unified Zoning Regulations and the 2008 Growth Policy, and 3) is compatible with surrounding land uses and is otherwise screened and separated from adjacent land to minimize adverse impacts. This application conforms to the first criteria, in so far, that it is in a district that allows churches by special review. The proposed building meets all required setbacks and lot coverage limitations. The application is conforming to the purposes of the regulations and the 2008 Growth Policy.

The application also conforms to the third criteria and conditions of approval are recommended to mitigate any potential impacts to surrounding property. The proposed building will be larger than the building to be demolished but the foot print of the new structure will be less than the existing. The building does not exceed lot coverage and meets the required front, side, and rear setbacks. It appears the church will meet the required off-street parking requirements and alley access for the new parking area proposed. The proposal is consistent with goals of the 2008 Growth Policy, specifically the recommendation to encourage non-commercial uses of land along arterial streets between major intersections. Planning staff is recommending conditions for this special review based on the approval criteria for special review uses.

PROPOSED CONDITIONS

1. The special review approval shall be limited to Lots 1-7 & 15, Block 1 Lillis Subdivision 2nd Filing, Tracts 1 & 2, C/S 3112 a 2.63 acre parcel of land generally located at 1108 24th Street West.
2. The special review approval is for the construction of a new church addition of 23,051 gross square feet and the construction of a new 47-space parking lot. No other use is intended or implied by this approval.
3. Any expansion of the proposed building or off-street parking greater than 10 percent of what is shown on the submitted site plan will require an additional special review approval.
4. All exterior lighting shall have full cut-off shields so no part of the fixture or lens projects below the cut-off shield. The maximum height of any light pole in the parking or outdoor play areas shall be 20 feet above grade.
5. The proposed two-way traffic pattern for a portion of the alley north of Lewis Avenue shall be reviewed and approved by the City Traffic Engineer.
6. No outdoor announcement system is allowed on a permanent or temporary basis.
7. No construction or demolition activity will occur before 8 am or after 8 pm daily.
8. Any new sign will require sign permit approval from the Planning Division.
9. The site will be developed in substantial conformance with the submitted site plan including landscaping, parking and building location.
10. The exits from the new parking lot will be signed "Left Turn Only".
11. The owner will install a 6-foot sight-obscuring fence around the proposed play area.
(Condition added by Zoning Commission)
12. The owner will install appropriately worded signs within the existing and proposed parking lot advising the public that no parking or access is allowed during overnight hours. (Condition added by Zoning Commission)
13. These conditions of special review approval shall run with the land described in this authorization and shall apply to all current and subsequent owners, operators, managers, lease holders, heirs and assigns.
14. The proposed development shall comply with all other limitations of Section 27-613 of the Unified Zoning Regulations concerning special review uses, and all other City of Billings regulations and ordinances that apply.

FINANCIAL IMPACT

Approval of the special review will have no financial impact on the city's tax base. The church is a tax exempt property. Permit fees will be paid at the time of application. The fees will cover the cost plan review and inspections.

BACKGROUND

This is a request for a special review to allow the demolition of a portion of an existing church, the construction of a new church building and a 47-space parking lot. The Lutheran Church of the Good Shepherd is located on the northwest corner of the intersection of Lewis Avenue and 24th Street West. The original church building, the building proposed for demolition, was constructed in 1956 before the current zoning. The building has been added on to over the years and a new and expanded parking lot was added to the north in 2002. The original church building has reached its useful life span. The proposed new building will be larger with a full 2 stories and a basement area. The new building will be further north on the site. The existing building location will become a new 47-space parking lot. The new building uses will be the same as the building to be demolished with added area for classrooms and meeting space.

The immediate neighborhood to the north, south and west is zoned R-70 and is primarily a single family development. Across 24th Street West, a principal arterial street, is commercial zoning and several retail and service businesses. The intersection of Lewis Avenue and 24th Street West is fully signalized and is functioning well. There are no reports or anticipated traffic impacts from the proposed demolition and construction.

The proposed building will be a full 2 story building with a basement. There is a proposed ½ story that will bring the peak of the building to 39 feet. The maximum building height in the R-70 zone is 34 feet. Section 27-310(f) allows assembly uses such as churches and schools to exceed the maximum building height if additional setbacks are provided. The proposed ½ story is 24 feet from the alley property line. The alley property line is considered a side setback since the front and rear setbacks are provided along the street frontages of Lewis Avenue and 24th Street West. A covered entry drive through – a porte cochere – is proposed for the north end of the new building. This will provide protected access to the building. The new parking lot will be developed on the south end of the property will be landscaped. The additional parking will increase the off-street parking available from 144 to 159 spaces. The current one-way alley (south bound only), will be converted to a two-way alley so the new parking spaces are accessible from Lewis Avenue. The alley will remain one-way southbound to the north of the new parking lot. The parking lot exits should be signed with left turn only signage to prevent vehicles from traveling north.

Twenty-Fourth Street West is a principal arterial street with a posted speed limit of 35 mph. Approximately 22,000 vehicle trips occur each day on this portion of 24th Street West. The intersection with Lewis Avenue is a fully signalized intersection. The new parking lot will provide vehicle access to the site from Lewis Avenue. Currently, the only vehicle access to the site is from Arnold Lane on the north end of the site. Traffic currently exits on to 24th Street West, Arnold Lane, or through the southbound one-way alley to Lewis Avenue. The alley from Lewis Avenue will only provide access to the new 47 parking spaces and all vehicles will have to exist south through the alley.

STAKEHOLDERS

The Zoning Commission held a public hearing on January 2, 2013, and received the staff report and recommendation. Alex Tommerup of AT Architecture testified as the agent and Katharin Kelker and Neil Morck testified for the church. Ron McClenning of 1203 25th Street West and Richard Clark of 1207 25th Street West testified as surrounding property owners.

Mr. Tommerup stated the proposed demolition of a portion of the church buildings and new construction for classrooms, day care and meeting space will re-orient the entryways in to the existing sanctuary and make the classrooms and day care area more secure. The new building will also meet building safety standards and make the property more secure from unauthorized access during the day. The proposed new building will also minimize the required remodeling of the sanctuary space. Mr. Tommerup stated it will reduce the distance from the north parking lot to the new building entry. The new entryway will have a covered entrance and make it safer for the congregation. Mr. Tommerup stated the view of the sanctuary will be maintained along 24th Street West. He stated the new parking lot where the old building will be demolished will create needed parking space for Sunday worship services. Mr. Tommerup stated a sight-obscuring fence is planned for the new play area to the west of the sanctuary along the alley. The current play area in the front along 24th Street West will be re-purposed to landscaping and a courtyard. Mr. Tommerup stated the new building will provide the only access to church property during the weekdays and all other doors will be locked. He stated on Sundays the other entries will be opened.

Katharin Kelker testified in favor of the application. She stated she has served on the building committee for the church for many years and the proposed project is the result of many years of study and consideration. She stated the plans submitted are recent final plans but the project has been considered for many years. She stated the congregation considered moving to a new location further west of 24th Street West but voted to stay at the current location and revise the building and site development to meet the current and future needs of the congregation. She stated the current pre-school classes are held in a basement area which is not code compliant. She stated the multiple entries to the building are a grave security issue and without the building addition cannot be resolved. She stated the current drop-off and pick-up area for the pre-school is at an entrance on the alley and creates congestion at this location. The new drop-off and pick-up will be from the north parking lot and will be more secure and will alleviate the alley congestion. She stated the pre-school classes have at most 20 children at a time. She stated on Sundays there are about 300 to 400 members who attend services. She stated the total church membership is 500 to 600.

Neil Morck testified in favor of the application. He stated he is a 10-year member of the church and is in favor of having the church stay at this location. He stated it is imperative the pre-school classrooms are moved so they are more secure and meet life safety standards. He stated the congregation is aging and the new covered entryway will be better for these members. He stated the church purchased the house directly adjacent to the parking lot (north end of 25th Street West) when the new parking lot was approved back in 2001.

Ron McClenning of 1203 25th Street West testified in opposition to the planned addition. He stated his primary concern would be the noise from the re-located pre-school play area on the alley. He stated his back yard is right there and the noise might become a nuisance. He was in favor of eliminating the drop-off and pick-up from the alley. He stated he is also concerned about the construction noise and disruption itself. He stated when the parking lot and the alley was paved 11 years ago, his fence on the alley was undermined. He stated some sections of his fence eventually blew down in the wind storm and he had to replace those sections himself. He asked the Zoning Commission to make the contractor responsible for any damage to his property during construction. Mr. McClenning stated he was concerned with the height of the building. He stated it will be a big building right behind his house. He stated he was concerned with the new parking lot on the south end of the property. He stated there are kids who use the parking lot at night to cut through from Arnold Lane to Lewis. He stated there are speeding cars through the alley at night. He asked the Zoning Commission if it could require speed bumps in the alley to discourage this cut-through traffic.

Richard Clark of 1207 25th Street West testified in opposition to the project. He stated the Zoning Commission should add a condition to require the 6-foot sight-obscuring fence for the play area. He stated this should be a requirement to protect the neighbors on 25th Street West. He stated he was not in favor of the building height. He stated he can see activity on 24th Street West and the new building will block this view. He stated he would like the church to place signs in its parking lot to prevent the teenagers from using the parking lot at night for stunt driving and speeding. Mr. Clark stated he would like to see the building pushed closer to 24th Street West. He stated he was concerned the upper story windows will allow people to look right down into his back yard.

Mr. Tommerup provided rebuttal to the testimony in opposition. He stated the applicant accepts the added condition for the fencing requirement on the play area. The owner intends to fence the area in any case. He showed the elevation plans for the new building. He stated the peak of the roof is 39 feet in height but the appearance of the building will be only a 2-story structure with dormers. Mr. Tommerup stated the 3rd floor windows are above eye-level and are for daylighting the interior. He stated the dormer windows on the 2nd story will provide a view to the west. Mr. Tommerup stated placing speed bumps in the alley would be under the control of the City Traffic Engineer.

In response to a question from the Zoning Commission, Planning staff stated it is not common for the city to place speed bumps in alleys. Speed bumps may interfere with trash collection and other city services. Member Dan Wagner made a motion to recommend conditional approval of the special review and the motion was seconded by Mike Boyett. Commission Chairman Leonard Dailey, Jr. made a motion to add 2 conditions to the recommendation: 1) The applicant will install a 6-foot sight-obscuring fence around the new play area and 2) the owner will install appropriately worded signs within the existing and proposed parking lot advising the public that no parking or access is allowed during overnight hours. Bil Ryan seconded the motion to add the 2 conditions. The Zoning Commission voted 4-0 to add the 2 conditions to the recommended conditions of approval. The Zoning Commission then voted 4-0 to recommend conditional approval to the City Council.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

Consistency with Adopted Policies and Plans is discussed in the Alternatives Analyzed section above.

RECOMMENDATION

The Zoning Commission recommends conditional approval of Special Review #902 on a 4-0 vote.

APPROVED BY CITY ADMINISTRATOR

Attachments

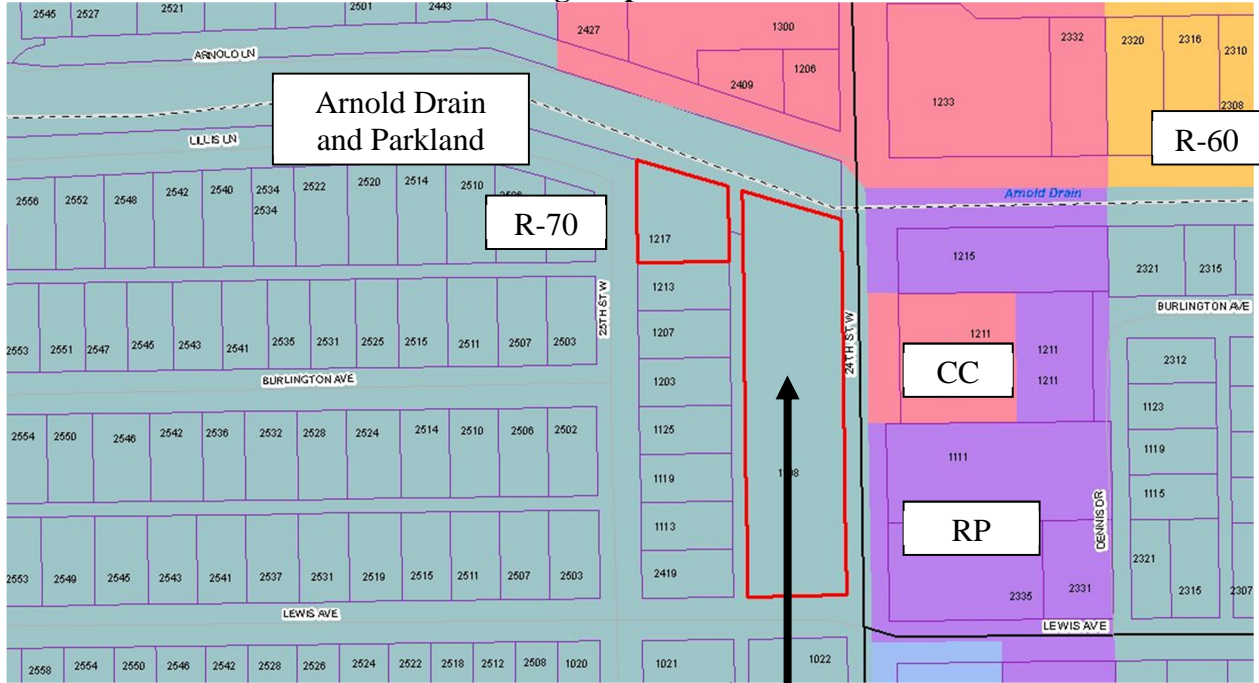
Zoning Map

Site photos

Site plans

Applicant letter

Attachment A
Zoning Map – SR #902

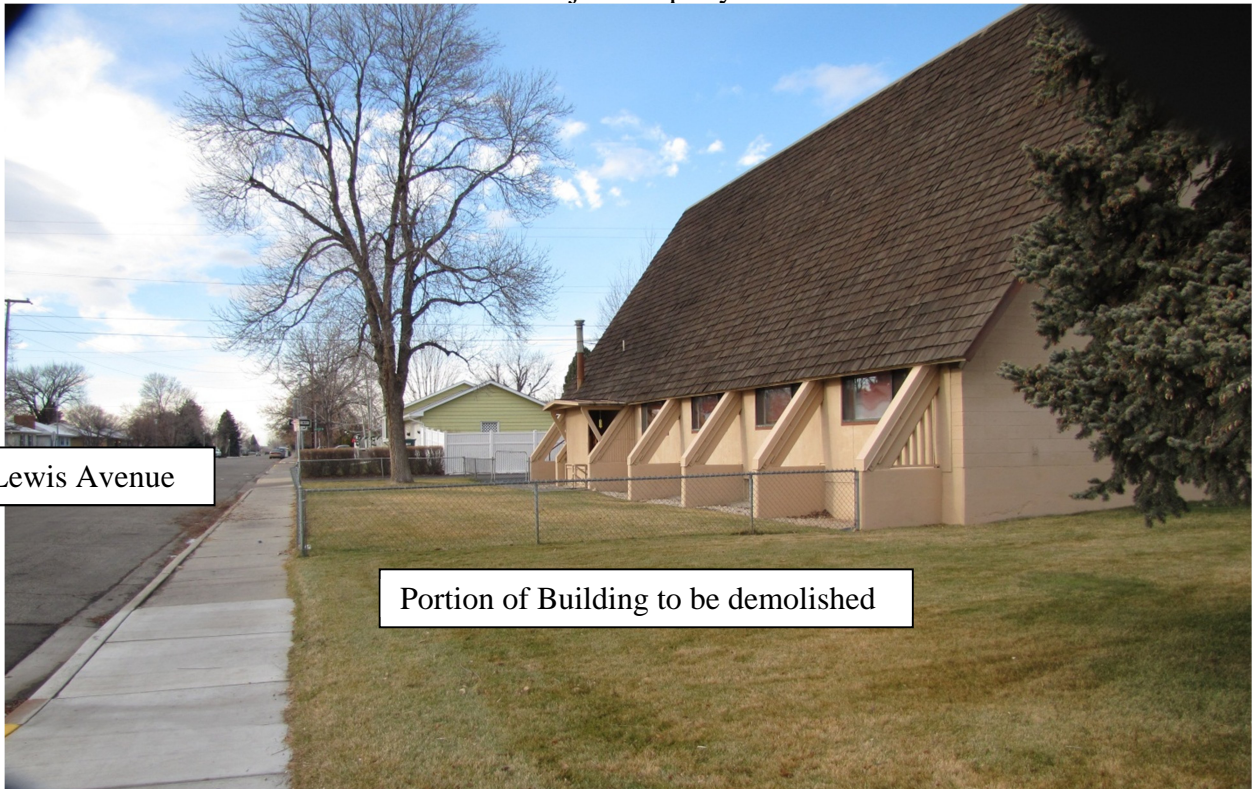


Subject Property at 1108 24th Street West

Attachment B
Site photos – SR #902



Subject Property



Lewis Avenue

Portion of Building to be demolished

Subject Property

Attachment B, continued
Site photos – SR #902

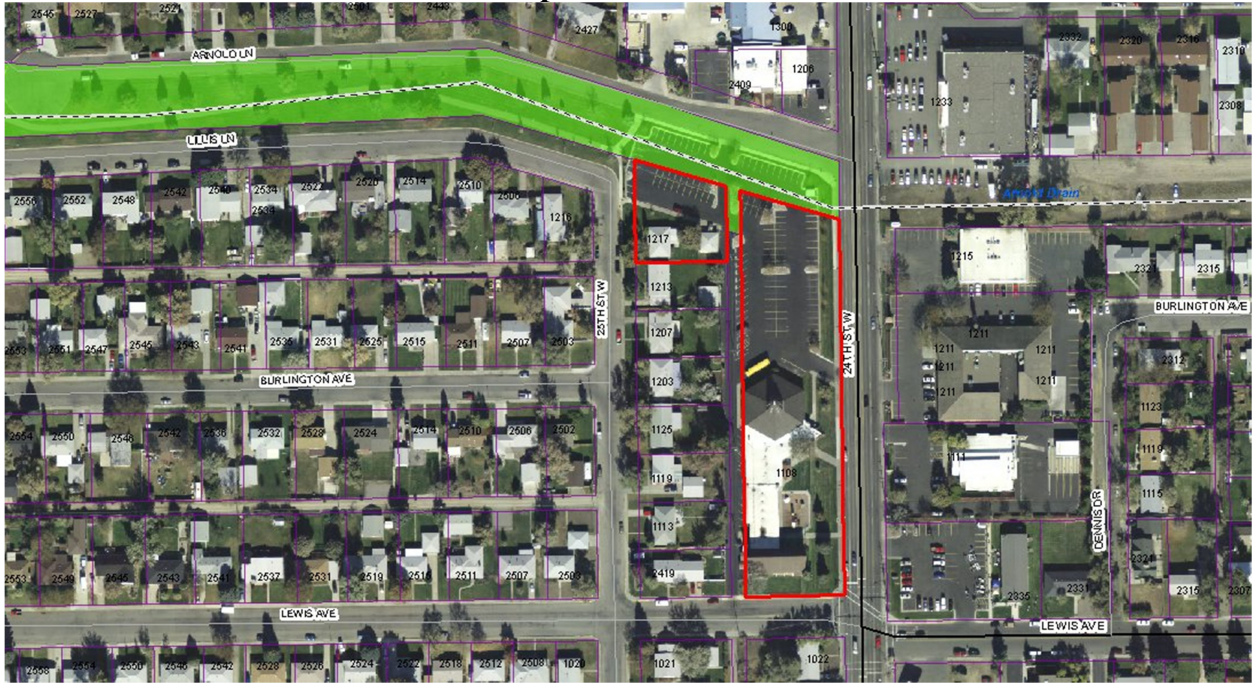


View north along 24th Street West



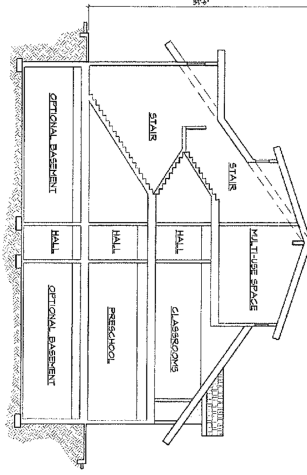
View north at existing church entrance on 24th Street West

Attachment B, continued
Site photos – SR #902

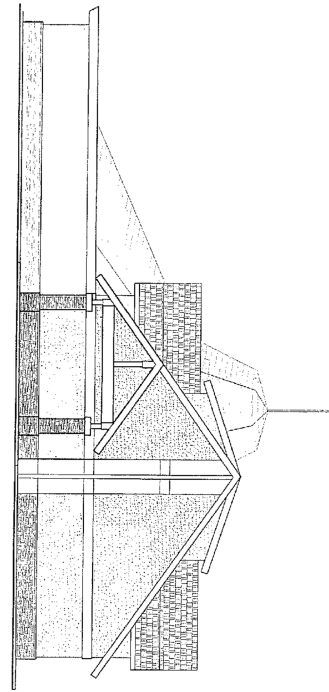


Aerial of subject property

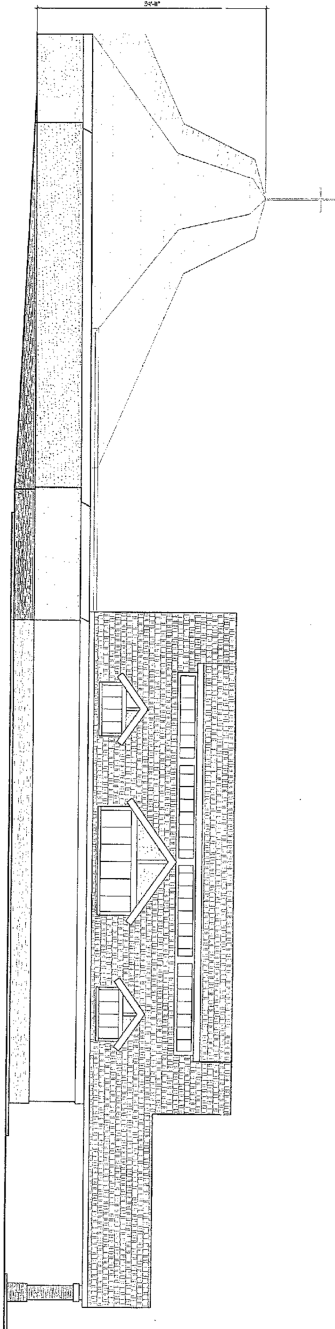
Attachment C, continued
Site Plan – SR #902



1. BUILDING SECTION (CONCEPT)
 Scale: 1/8" = 1'-0"



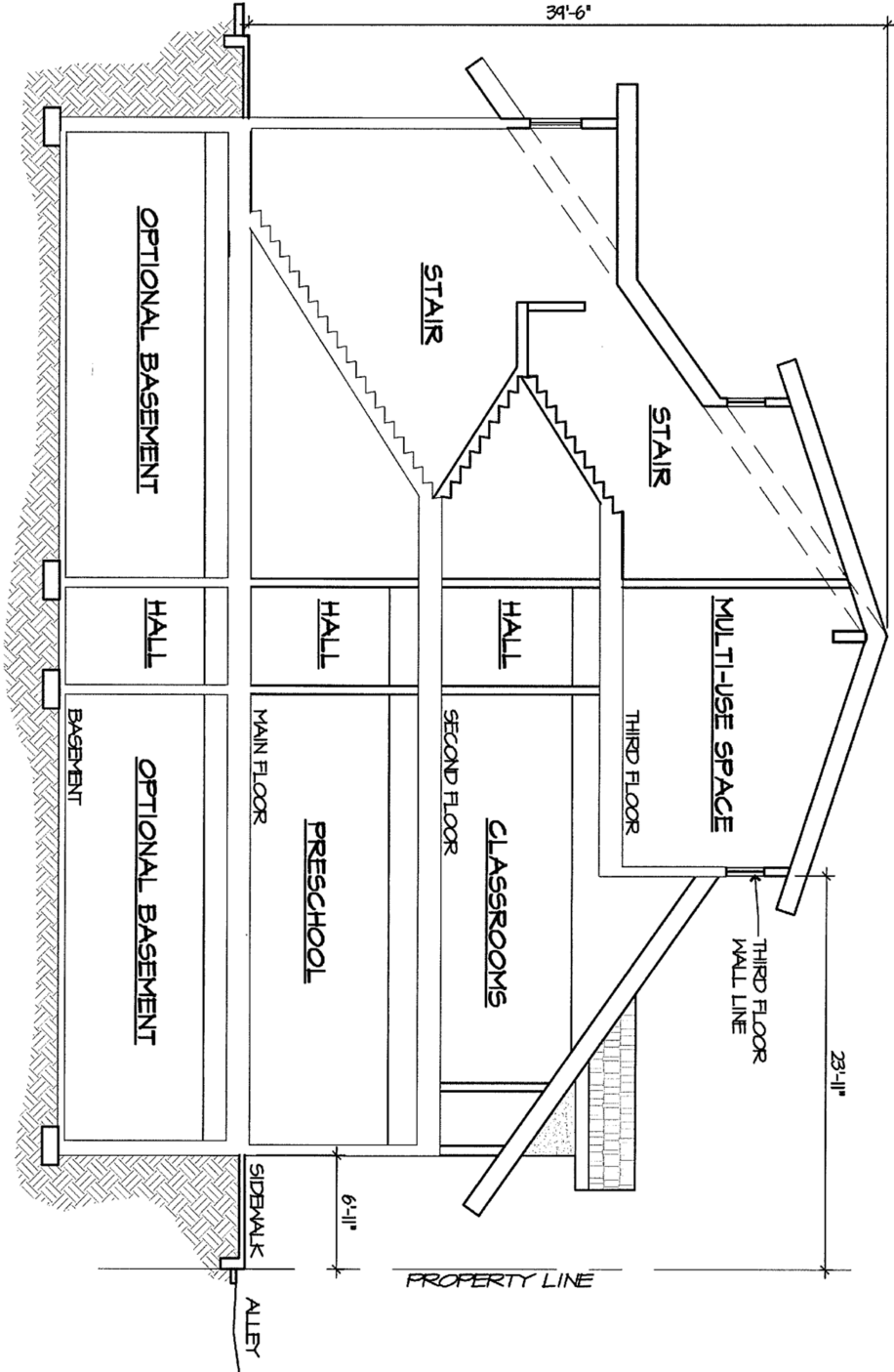
2. NORTH ELEVATION (CONCEPT)
 Scale: 1/8" = 1'-0"



3. EAST ELEVATION (CONCEPT)
 Scale: 1/8" = 1'-0"

A2.2	SECTIONS & ELEVATIONS (CONCEPTS)		NOT FOR CONSTRUCTION	
	<p>Lutheran Church of the Good Shepherd</p> <p>1106 24th Street West Billings, MT 59102</p>			

Attachment C, continued
Site Plan – SR #902



1
A23

BUILDING SECTION (CONCEPT)
Scale: 1/8" = 1'-0"

DATE: 12-20-2012

Attachment D
Applicant Letter – SR #902

November 28, 2012

SPECIAL REVIEW SUBMITTAL FOR:

LUTHERAN CHURCH OF THE GOOD SHEPHERD

1108 24TH WEST

BILLINGS, MONTANA

PREPARED FOR
CITY OF BILLINGS

PREPARED BY
AT ARCHITECTURE, INC
HIGH TECH CONSTRUCTION

BILLINGS, MONTANA



December 28, 2012

Planning & Community Services Department
4th Floor, Parmly Library
510 North Broadway
Billings, MT 59102

RE: Request for Special Review For
The Lutheran Church of the Good Shepherd
1108 24th St. West
Billings, MT 59102

Planning Staff:

The Lutheran Church of the Good Shepherd (LCGS) presently occupies a site at 1108 24th St. West. See attached Location Map – Exhibit I. The following outlines the data requested by your application instructions.

A. Forward:

This land consists of 114,528 SF and is zoned Residential 7000. The LCGS was originally built in 1956 and has had 2 additions and some minor renovations over time. The existing building on the site is approximately 31,774 sf. The proposed addition to the facility will be approx. 23,051 sf including the optional basement space. The original 2-story building and the first addition (1 story with a basement) will be demolished and a parking lot installed in their place. These two buildings are approximately 11,974 SF. These buildings are not very energy efficient, have many code violations, have deteriorating glulams on the exterior and their uses will be incorporated into the new addition to the north. The new addition will include offices, preschool, nursery, Sunday School classrooms, storage, meeting/multi-use room and a choir room. Also an outdoor play area for the preschool children will be relocated to a more secure location. The only other addition to the remaining structure is a new vestibule per the Energy Code as an entry point from the new parking lot to the south.

1. Questions:

A. In what ways is your proposal consistent with the goals and policies of the adopted Growth Policy? (Answer to Instructions 1.A)

1. Economic Development - This new addition will increase the potential for ministry growth. LCGS employs many full time people at this facility, but the real need is

updated, improved and more accessible spaces for all ages from infants to seniors. This facility addition and upgrade will help strengthen the area economy through the creation of a better place for fellowship, worship, prayer, Sunday School, preschool, outreach to the community which in turn will help those who support the Billings job markets and help bring in fine up-standing people to the area.

2. Aesthetics - The area around the existing building and grounds is well landscaped and is kept in good condition. The existing sign is in good condition and no new signs are planned. The new building will improve the appearance of the facility.
3. Natural Resources – The LCGS keeps their site area free of weeds, etc which helps with fire management.
4. Public Services –The new facility will make it much easier for the Church to continue with existing services and implement new services due to the facility design. LCGS is a community minded church.
5. Land Use Element – The LCGS is planning on using their facility to invite future members and preserve existing members to help improve the quality of life in the area with these new facilities that are well lit, well ventilated/conditioned, energy efficient and more accessible.

- B. Why is there a need for the intended use of the property on this location. (Answer to Instructions 1.B)

The LCGS in its present location was built in 1956. The proposed portions of the facility that will be replaced are very inefficient for use, accessibility and energy consumption. They are high maintenance facilities. The proposed addition will be an extension of the existing sanctuary already on site, which is the newest portion. The proposed building will be 20,300 square feet and is necessary to accommodate needed upgrades to address the deficiencies. The building will be located towards the center of the site, which will help minimize neighborhood impacts. Parking will now be at both sides of the building and will create closer access to the facility.

- C. How will the public interest be served if this application is approved? (Answer to Instructions 1.C)

The LCGS has been in the Billings area since 1956 and has helped create many great citizens for the city and surrounding area. They would like to expand and upgrade the facility so LCGS can serve its members better and in turn make good citizens for the City of Billings and surrounding area. The expansion is for future growth and with Billings' growth, this will help maintain people in the area. As the economy grows, they will continue to have a good presence in their neighborhood and have a nicely landscaped facility on 24th.

- D. Prepare a written statement addressing what is intended to be done with the property, and why the special review is being sought. (Answer to Instructions 1.D)

Request for Special Review
Lutheran Church of the Good Shepherd
Billings, MT

The proposed addition will be an extension of an existing building already on site. The proposed building will be 20,300 square feet and is necessary to accommodate needed upgrades and future growth. The building will be located towards the center of the site. Parking will be increased from 144 existing to 159 spaces, but the capacity of the sanctuary is not increased. The purpose is to make this more convenient for attendees and accommodate overflow conditions.

The proposed alley setback for the new building is 7 ft. The existing is 12 ft at the closest portion of the exterior wall. R-7000 zone requires a 20' rear yard setback.

The existing height of the sanctuary is 39'11" with another 13' for the steeple. The proposed new addition would be 39'6" to the peak versus the 34'0" for the R-7000 zone.

The LCGS has helped to mold many outstanding individuals for the community. They would like to expand and upgrade their facility to meet future growth. The Church has a good presence in their neighborhood and has a nicely landscaped area. The special review is required for churches in residential zones.

2. Attached please find the following support documentation:

- | | |
|---|-------------|
| 1. General Location Map (Showing 300' radius) | Exhibit I |
| 2. Site Plan (1" = 30') | Exhibit II |
| 3. Site Plan (11"x 17") | Exhibit III |
| 4. Certified List of Property Ownership Within 300' | Exhibit IV |
| 5. Concept Building Elevations & Section | Exhibit V |
| 6. Photographs | Exhibit VI |
| 7. Check for \$1,071.00, Application form,
\$45.00 deposit for zoning signs. | Exhibit VII |
| 8. Declaration of Restrictions | None known |

Sincerely,



Alex Tommerup, AIA

A. T. Architecture
848 Main Street Suite 7
Billings, Montana 59105
406-245-2724

cc: Planning and Community Services Department w/ enclosures (1)
Kathy Kelker, Representative – Lutheran Church of the Good Shepherd. w/ enclosures (1)
Todd McDonald, Project Manager - High Tech Construction w/ enclosures (1)

**Proposed Addition and Remodel to:
Lutheran Church of the Good Shepherd**
1108 24th Street West
Billings, Mt. 59102

- Main Building, looking to the West



- North Parking Lot, looking to the East



- North Parking Lot, looking to the South



**Proposed Addition and Remodel to:
Lutheran Church of the Good Shepherd**
1108 24th Street West
Billings, Mt. 59102

- Looking South down the alley



- Looking at parking lot to the north of the Church



Respectfully submitted,

AT Architecture, Inc.

11/14/12

Regular City Council Meeting

Meeting Date: 01/28/2013

TITLE: 2012 Community Transportation Enhancement Program (CTEP) Project
Recommendations to Policy Coordinating Committee

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

The Planning Division received seven proposals for the Federal Fiscal Year 2012 (October 2011 to September 2012) Community Transportation Enhancement Program (CTEP) dollars. This year, the total allocation of CTEP dollars was \$975,279; the total CTEP dollars requested by applicants is \$917,984. In Attachment A, please find a quick reference sheet listing the FY2012 projects and associated costs. Applicants and staff will be in attendance to provide information to the Council on the projects.

The Technical Advisory Committee at its meeting on December 6, 2012, reviewed the CTEP applications and heard presentations from the applicants or their agents. After some deliberation, TAC made a motion to forward a unanimous recommendation to fund all seven projects at the funding requested by the applicants to the City Council, Board of County Commissioners, and Yellowstone County Board of Planning.

The Planning Board at its meeting on December 11, 2012, heard information regarding the applications and conducted a public hearing to receive public testimony on the proposed projects. No one spoke during the public hearing. The Planning Board at its January 8, 2013 meeting had further discussions before making a recommendation to the PCC. The board discussed the granting of CTEP dollars to a private entity (Hope Church) for its project. Hope Church has proposed to provide a sidewalk around its location for public use. The church is in the process of developing a public park area at the south area of its lot and as part of that development would like to include a public sidewalk around the church property. Originally, the church proposed the sidewalk on the private property, but by working with staff, church staff has agreed to move the sidewalk out in to the rights of way of Grand Avenue and 56th Street West. The only portion of sidewalk that would be on private property would be the sidewalk that runs at the south side of the park area over to a currently vacant field. The church will be required to provide a public easement to the City of Billings for the portion of sidewalk on the private property. It is anticipated that when the vacant field to the east of the church develops, future sidewalk connections can be made. In addition, the sidewalk to be constructed in the Grand Avenue and 56th Street West rights-of-way will eventually be incorporated into street improvements in these areas. After discussion, the Planning Board on a 5-1 vote is recommending to fund all of the CTEP projects submitted for the FY12 CTEP cycle.

The City Council received information and discussed these projects at its January 22, 2013, Work Session, and is formally making a recommendation to PCC at this meeting. The PCC has final say on all transportation-related projects in the urban area and will meet on February 19, 2013 to finalize the CTEP project approvals and funding.

ALTERNATIVES ANALYZED

The City Council may make a recommendation to PCC that:

- Approves the CTEP applications for submission as recommended by TAC and the Planning Board.
- Formulates a Council-initiated project priority and funding list.
- Does not approve any of the CTEP project applications for funding. If the Council does not approve any projects for funding, it is likely that the other members of the PCC will move forward with this item without Council participation.

FINANCIAL IMPACT

There are local funding sources already identified for the proposed CTEP projects to provide the required local CTEP match. All of the local match sources except for the Shiloh Conservation Area project are from grants, in-kind contributions, or other funding sources and do not directly affect City funds. The Shiloh Conservation Area local funding is from City Public Works sources. All of the funding sources for these projects are outlined in Attachment A.

BACKGROUND

Each CTEP project must follow an established approval procedure before funding is allocated. The first step of the process is the submission of project applications. All the applications are reviewed and prioritized through a previously approved process that includes TAC, the Yellowstone County Board of Planning, City Council, and Board of County Commissioners. The applications for this CTEP funding cycle are consistent with previous CTEP project agreements accepted and executed by Council.

STAKEHOLDERS

The Planning Board conducted a public hearing at its regular meeting on December 11, 2012. No public comment was provided.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

The proposed projects are supported through the current Billings Area Bikeway and Trail Master Plan or City of Billings and Yellowstone County Growth Policy. In some cases, the projects are specifically identified in planning documents; and in other cases, the overall goals of safe and convenient pedestrian and bicycle travel are met with these projects. All the projects will proceed through the established CTEP project approval process for the City of Billings and Yellowstone County.

RECOMMENDATION

The Technical Advisory Committee recommends that the City Council forward a recommendation of support to the Policy Coordinating Committee for funding all seven CTEP projects at the funding requested by the applicants.

APPROVED BY CITY ADMINISTRATOR

Attachments

CTEP Projects Summary

2012 CTEP PROPOSALS

- **Shiloh Conservation Area**

This project would construct a hard surfaced, ADA accessible path around the first pond of the Shiloh Conservation Area. This application is for the first phase of trail development which will be just over 4,000 lineal feet around a seven acre pond.

CTEP Funds: City of Billings/Local Match: Project Cost:

- **Hope Church Sidewalk**

The Hope Project Pedestrian and Bike Path will be an ADA-accessible hard-surfaced walkway around the perimeter of the Hope Church grounds, at 56th and Grand Avenue, within Billings city limits, in which a two-acre park is being constructed for public use.

CTEP Funds: Hope Church/Local Match: Project Cost:

- **Arrowhead School Safe Routes to School Trail**

The project would include planning, design and construction of a 10 ft. wide hard surface, ADA accessible trail connection through St. John's campus along the ditch bank between Shiloh Road and Arrowhead School.

CTEP Funds: BikeNet and St. John's/Local Match:
Project Cost:

- **Poly Drive School Safe Routes to School**

The Project would include planning, design and construction of additional safety precautions and infrastructure for Poly Drive School.

Project Goal: Reduce conflicts with vehicular traffic surrounding the busy school crosswalk.

Objective 1- Install curb extensions on north and south ends of the existing crosswalk;

Objective 2- Close the exit to the loop roadway and create a pedestrian and bicycle only entry point;

Objective 3- Reroute loop roadway exit to connect to the existing alley in order to route traffic away from the crosswalk;

CTEP Funds: School District #2 and BikeNet/Local Match:
Project Cost:

- **Wayfaring and Directional Signage – Citywide**

The Project would include planning, design and construction of wayfaring and directional Signage on street right of ways for bikers to find their way to points of interest or other bike facilities such as the trail network. If the project is done in house through Street and Traffic Division and if the signs were placed when time was available, we could get more bang for our buck.

CTEP Funds: City of Billings (In-kind)/Local Match: Project Cost:

- **Swords Park Trail Outlet (Boothill to Intersection of 6th Ave. N & Hwy 87**

The Project would include planning, design and construction of a multi-use, hard surface ADA accessible 10 ft. wide trail along the 6th Ave. by-pass. It would allow the existing trail to continue on the east side of Swords Park down to the intersection of 6th Ave. N. and Hwy. 87.

CTEP Funds: BikeNet/Local Match: Project Cost:

- **Ponderosa School Safe Routes to School Trail**

The project would include planning, design and construction of installing a trail connection and ditch crossing between Kings Green Subdivision Trail and Ponderosa School. Also included would be an additional connection along the existing roadways west of Ponderosa School with Sharrows or other on- street infrastructures to connect with the trail corridor that is along the Cabela's subdivision on the south side of King Ave. E.

CTEP Funds: South Billings Urban Renewal District (TIF)/Local Match:
Project Cost:

\$917,984

\$975,279

Regular City Council Meeting

Meeting Date: 01/28/2013
TITLE: Empire Garage Unit Ownership
PRESENTED BY: Bruce McCandless
Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Since its early planning, the Empire Garage has been designed as a unit ownership, or condominium. The Northern Hotel and Alley Cat (Honaker) sold the property to the City and want replacement parking in the new garage, which they plan to purchase. There will be ground-floor retail space and the City plans to sell that space. The Council will consider approving the documents that complete that transaction. The Declaration of Unit Ownership and the Owners Association Bylaws are attached. The Articles of Incorporation will be prepared for signature and submittal if the Council approves the other documents and the project.

ALTERNATIVES ANALYZED

The City Council may approve or disapprove any or all of the documents. Legal staff for the City and the Partnership spent hundreds of hours over the past 2 months negotiating with Zootist (Northern Hotel) and Honaker and preparing the documents. They are ready for adoption if the Council chooses to proceed with the garage construction.

FINANCIAL IMPACT

The City is financing the garage construction through the issuance of approximately \$12 million of 20 or 25 year tax increment bonds. The annual debt service will be over \$1 million and will use 1/2 - 2/3 of the annual increment, so there will be limited funds remaining to conduct other activities and projects until the increment grows through additional private investment or value appreciation.

BACKGROUND

The City purchased the property for the Empire Garage in April, 2011. The land owners were willing to sell only if they would be able to acquire replacement parking in the new garage. This requires that the City participate in a unit ownership or condominium. The Declaration of Unit Ownership, Bylaws and Articles of Incorporation accomplish that step. The documents create four (4) units: the City/public parking unit, the Zootist (Northern Hotel) parking unit, the Alley Cat (Honaker) parking unit and the retail space. The retail space may be split into 6-8 stores, but it is still treated as one unit in the condominium. The City has the largest unit at 54.4% of the total, followed by Zootist at 31%, retail 9.2% and Alley Cat 5.3%. That means that the City will pay the largest percent of common element maintenance but it also controls most of the board of directors voting except large budget expenditures, which require other directors' consent. Limited common elements exist for other combinations of owners.

The Declaration restricts the parties' ability to split and transfer the parking units. Since the Alley Cat and Zootist parking has always been viewed as benefiting the Northern Hotel, the Securities Building and the retail space, the parking units can be used only for those purposes and if transferred to other parties, their use has to stay the same. Both of the private parking units can lease a small number of spaces to people who are not owners or tenants of the three buildings. Each unit owner is responsible for maintaining their own parking or retail areas. The agreements require insurance and mutual indemnification.

STAKEHOLDERS

Stakeholders include the City and owners of property within the tax increment district. The project was officially designated as an urban renewal project in 2011 and public hearings were conducted at that time.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

The project is consistent with the N. 27th Street Urban Renewal District plan.

RECOMMENDATION

Staff recommends that the City Council approve the Declaration of Unit Ownership and Owners Association Bylaws for the Empire Parking Garage project, with the Owners Association Articles of Incorporation to follow.

APPROVED BY CITY ADMINISTRATOR

Attachments

Declaration

Bylaws

Return to:
Brent Brooks
Billings City Attorney
P.O. Box 1178
Billings, MT 59103

DECLARATION OF UNIT OWNERSHIP FOR THE EMPIRE GARAGE

The City of Billings, Montana, a municipal corporation and political subdivision of the State of Montana (“City of Billings”), does hereby make and submit for filing the following Declaration under the Unit Ownership Act of the State of Montana, Section 70-23-101, et seq. Montana Code Annotated.

1. SUBMISSION TO UNIT OWNERSHIP.

The purpose of this Declaration is to submit the real property herein described and the improvements constructed thereon to the form of ownership and use provided by Chapter 23, Title 70, Montana Code Annotated, hereinafter referred to as the "Montana Unit Ownership Act". The City of Billings has assembled the land subject to this Declaration for the purpose of constructing a mixed use parking structure as an urban renewal project pursuant to Montana Code Annotated, Title 7, Chapter 15, Sections 42 and 43, (the “Montana Urban Renewal Laws”) and pursuant to Billings City Ordinance No. 11-5539. The urban renewal project is referred to herein as the “Empire Garage”. The City of Billings has granted options and rights of first refusal to purchase certain Units in the Empire Garage to Zootist Hospitality, LLC, Zootist Garage, LLC, and to Alley Cat Investments, LLC (“Alley Cat”) pursuant to option agreements dated May 31, 2011 and May 4, 2011, respectively.

The real property upon which the Empire Garage shall be constructed is located in Yellowstone County, Montana, is owned in fee simple by the City of Billings, and is more particularly described as follows (the “Land”):

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, Block 109, Original Town, now City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document #16312.

The provisions of this Declaration and the Bylaws of the Association shall be covenants running with the land and shall be binding on all Owners.

2. DEFINITIONS.

Capitalized terms used in this Declaration and not otherwise defined herein shall have the respective meanings set forth in the Montana Unit Ownership Act. In addition, the following terms shall have the following respective meanings:

- (a) "Alley Cat Parking Unit" means the Unit in the Building consisting of parking spaces on the first level of the Building as identified on the attached Exhibit "A" and as described in Section 4.
- (b) "Association" means the Empire Garage Owners Association, a Montana non-profit corporation.
- (c) "Building" means the multiple unit mixed-use building located on the Land.
- (d) "Common Elements" means the General Common Elements and the Limited Common Elements.
- (e) "Common Expenses" means the General Common Expenses and the Limited Common Expenses.
- (f) "Eligible Mortgage Holder" means the holder of a first mortgage or trust indenture on any Unit which has requested, in writing, that the Association notify it of any proposed action requiring the consent of a specified percentage of eligible mortgage holders.
- (g) "General Common Elements" are defined in Section 5(a) of this Declaration. Any portion of the Empire Garage not identified as part of a Unit or as a Limited Common Element shall be a General Common Element.
- (h) "Hotel Parking Unit" means the Unit in the Building consisting of parking spaces on the second, third, fourth and fifth levels of the Building as identified on the attached Exhibit "A" and as described in Section 4.
- (i) "Limited Common Elements" means those Common Elements designated in this Declaration as reserved for the use of fewer than all of the Unit Owners.
- (j) "Northern Hotel" means the real property and improvements adjacent to the Empire Garage located upon Lots 13, 14, 15, 16, 17, and 18, Block 109, Original

Town, now City of Billings, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of Yellowstone County, Montana. The Northern Hotel is owned by Zootist Hotel, LLC.

- (k) The following definitions shall apply for purposes of Section 12 of this Declaration: "Owned and Controlled" as to a Person means ownership of a majority controlling interest in the Person and management control over the Person. "Owns and Controls" as to the Northern Hotel means ownership of a majority controlling interest and management control of the Northern Hotel.
- (l) "Parking Units" means collectively the Alley Cat Parking Unit, Hotel Parking Unit and the Public Parking Unit.
- (m) "Person" means and includes any individual or entity, including partnership, limited liability company, corporation or governmental unit.
- (n) "Public Parking Unit" means the Unit in the Building consisting of parking spaces on the second, third, fourth, fifth and sixth levels of the Building as identified on the attached Exhibit "A" and as described in Section 4.
- (o) "Retail Units" means the Units in the Building located on the first level of the Building as identified on the attached Exhibit "A" and as described in Section 4.
- (p) "Securities Building" means the real property and improvements adjacent to the Empire Garage, located upon Lots 19 and 20, Block 109, Original Town, now City of Billings, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of Yellowstone County, Montana. The Securities Building is a condominium with multiple unit owners.
- (q) "Skybridge" means the skybridge connecting the Northern Hotel to the Hotel Parking Unit in the location shown on the attached Exhibit "A".
- (r) The following definition shall apply for purposes of Section 12 of this Declaration: "Transfer" or "Transferred" means (i) the direct or indirect sale, transfer, conveyance or other disposition in one or a series of related transactions of a Parking Unit; or (ii) any Person or group of related Persons is or becomes a beneficial owner, directly or indirectly, of more than 50% of the total ownership interest of a Parking Unit or the total voting power of the Owner of a Parking Unit. A Transfer shall not include a lease of a Unit. Any Transfer is subject to Section 12.
- (s) "Unit" means a Parking Unit or a Retail Unit.
- (t) "Unit Owners" or "Owner" means the Person owning a Unit, including a contract purchaser if a notice of purchaser's interest is recorded with the Yellowstone County Clerk and Recorder, and including co-owners. A lessee of a Unit shall not be considered a Unit Owner.
- (u) "Utility Services" is broadly defined to include provision of gas, electricity, water and sewer, television, telephone, internet and other computer services, whether wireless or by wire or cable, and other communication systems and energy systems.

3. DESCRIPTION OF EMPIRE GARAGE.

The Empire Garage consists of the Land and the Building to be constructed on that land. The Building will be of steel, timber, dimensional lumber, and reinforced concrete construction with decorative metal on the exterior wall surfaces, and concrete foundation. The plans for the Building and each Unit, the size of each Unit, the site plan showing the location of the Building on the Land, and the location and Unit designation for each Unit, are shown on the attached Exhibit "A", which by this reference is included herein.

The Building will contain the following Units: the Public Parking Unit, the Hotel Parking Unit, the Alley Cat Parking Unit and the Retail Units as identified on the attached Exhibit "A" and as described in Section 4.

The Skybridge is not included in or a part of the Empire Garage and will not be insured or maintained by the Association.

4. DESCRIPTION OF UNITS.

Each Unit shall consist of one or more separate spaces bounded by the surface of the floor, the surface of the ceiling, the center of interior non-structural walls separating two Units, if any, and the interior surface of the exterior building walls adjoining the Unit.

All lights and equipment inside the perimeter of the Unit which serve only that Unit, and all utility lines and pipes within a Unit and serving only that Unit shall be part of the Unit.

The exterior awnings, if any, grease chases, signs identifying a single Retail Unit, ventilation systems, heat pumps, and furnaces and air conditioning equipment, serving a single Unit, and utility lines and pipes which serve only one Unit are also part of the Unit.

The boundaries of each Unit are shown on the attached Exhibit "A".

5. COMMON ELEMENTS.

- (a) The General Common Elements include all of the following:
 - (i) Foundations and pilings;

- (ii) Drainage systems;
- (iii) Concrete structure;
- (iv) Exterior concrete, brick and masonry skin;
- (v) Glass curtain walls on stair/elevator towers;
- (vi) Fire extinguishers;
- (vii) Plumbing: piping and systems for water hosebibs, drainage systems, sewer, and storm water;
- (viii) Utility services, lines, pipes, electrical transformers and panels which serve all Units;
- (ix) Main entrances to the Building, excluding the ramps and the equipment limiting access of vehicles to the Parking Units;
- (x) The Land described above;
- (xi) The exterior walls of the Building;
- (xii) Windows and exterior doors in the Building;
- (xiii) All structural components of the Building;
- (xiv) The floor/ceiling separating the levels or Units, except the surfaces which are a Limited Common Element or part of a Unit;
- (xv) Outside lighting, if any;
- (xvi) The walls, except the surfaces which are part of a Unit or a Limited Common Element;
- (xvii) The signs identifying the Empire Garage and the "Empire Garage Marketplace", if any;
- (xviii) The dumpster for trash and the trash collection area;
- (xix) All rooms and closets labeled "GC" on the attached Exhibit "A";
- (xx) The sprinkler system and fire riser stand pipes which provide fire protection;
- (xxi) All other parts of the Empire Garage available for use by or benefitting all Unit Owners.

(b) **Limited Common Elements.** Notwithstanding Section 5(a), the surface of the ramps, lights, utility lines and pipes, and equipment which serve only the Hotel Parking Unit and the Public Parking Unit shall be Limited Common Elements reserved for the exclusive use of the Owners of these Units, their customers, employees and guests.

The utility lines and pipes, and the equipment which serve two or more Retail Units and the corridor behind the Retail Units shall be Limited Common Elements reserved for the exclusive use of the Owners of those Units, their customers, employees, tenants and guests.

The structural steel elevator/stair tower enclosures, except the glass curtain walls, the stairs, elevators and stairwells and the lobbies serving them, and the elevator equipment rooms shall be Limited Common Elements reserved for the exclusive use of the Owners of the Public Parking, Hotel Parking and the Retail Units, and their tenants, employees and guests.

The handicapped parking space in the Alley Cat Parking Unit shall be a Limited Common Element reserved for the use of those handicapped persons using the Alley Cat Parking Unit. The handicapped parking spaces on the second, third, fourth, fifth and sixth levels of the Building shall be Limited Common Elements reserved for the use of those handicapped persons using the Hotel Parking Unit and the Public Parking Unit.

(c) In the event it is unclear whether an improvement is a Common Element or a part of a Unit, the exterior of the Building and improvements shared by or serving more than one Unit shall be Common Elements and improvements within a Unit shall be part of the Unit served.

6. OWNERSHIP.

Each Unit Owner shall be a fee simple owner of the Unit and of an undivided interest in the Common Elements. The percentage of the undivided interest in the Common Elements appurtenant to each Parking Unit and the Retail Units shall be as follows:

Public Parking Unit	54.41%
Hotel Parking Unit	31.02%
Alley Cat Parking Unit	5.33%

Retail Units 9.24%

7. CHANGES TO UNITS AND COMMON ELEMENTS.

(a) Units shall be constructed by the City of Billings only to the extent shown on the design plans for the Empire Garage. The cost of additional work to any Unit shall be the sole responsibility of the Owner of the Unit.

No Owner shall make any additions or changes to a Unit which do not comply with applicable building codes. No Owner shall make any improvements to its Unit which will impair the structural integrity of the Building, which will structurally change the Building, or which will encroach on another Unit or the Common Elements. No Owner shall remove any rated firewall, floor or ceiling, or open any rated firewall, floor or ceiling unless the opening is permitted by the then applicable building code.

(b) No Owner shall make any improvements or changes to the Common Elements or the exterior of the Building without prior written approval of the Board of Directors of the Association.

(c) The Owner of one or more Retail Units shall have the right to divide a Retail Unit into separate smaller Retail Units or to change the size of two or more Retail Units by building one or more additional common walls within the Owner's existing Retail Unit or by removing or moving non-structural walls located solely within the Retail Units. Each new or modified Retail Unit shall have a separate door for ingress and egress to the sidewalk and street, and a back door which provides access to the pedestrian walkway. If a Retail Unit is divided, or the size changed, the percentage of undivided interest in the Common Elements appurtenant to the Retail Unit before division shall be divided among the new or modified Retail Units created by the division or modification in proportion to the floor area of each new or modified Retail Unit; the total floor area shall equal total floor area of the changed Units prior to such change. If a Retail Unit is divided, or the size is changed, the Owner of the Retail Unit shall record an amendment to this Declaration, showing the floor plans for the new or changed Retail Units and setting forth the undivided interest in the Common Elements appurtenant to each new or modified Retail Unit. Any such amendment to the Declaration shall be subject to review and approval of the Board to confirm that such amendment is in compliance with the provisions of this Declaration and the

Bylaws of the Association.

(e) Notwithstanding any other provision in this Declaration or the Bylaws of the Association, no Parking Unit may be divided into smaller units without the prior written consent of all of the Owners of Parking Units. This provision may not be amended or revoked without the written consent of all of the Owners of Parking Units.

(f) After completion of construction of the Building, no TV antennas, satellite dishes, air-conditioning units, wiring or any other device shall be installed on the exterior of the Building or on Common Elements without prior written approval of the Board of Directors.

8. EASEMENTS.

(a) There shall exist for the benefit of each Unit and as a burden on the other Units the following easements:

(i) Easement through the Common Elements for ingress and egress for each Unit Owner and the Owner's tenants, employees, customers and guests making use of such Common Elements in accordance with the terms of this Declaration. Each Unit Owner and the Owner's tenants, employees, customers and guests shall have an unrestricted right of ingress and egress upon the Common Elements for access to the Owner's Unit.

(ii) Easements through the Units and Common Elements for maintenance, repair and replacement of the Units and Common Elements. Use of these easements, however, for access to the interior of Units shall be limited to reasonable hours, except that access may be had at any time in case of emergency. Twenty four (24) hour advance notice must be given to Unit Owners before accessing the Owner's Unit for non-emergency maintenance, repair or replacement; provided however that notice need not be given for routine maintenance.

(iii) Every portion of a Unit which contributes to the structural support of the Building shall be burdened with an easement of structural support for the benefit of the Common Elements, and the other Units.

(iv) Easements through the Units and Common Elements for all facilities for the furnishing of utility services within the Building, which facilities shall include but not be limited to conduits, ducts, plumbing and wiring; provided that the easements for such facilities through a Unit shall be only substantially in accordance with the plans of the Building. Placement of towers, receivers, generators, cables, wires, pipes or solar collectors on the exterior of the Building or in any common area shall require the prior written consent of the Board of Directors. Such consent may be withheld for any reason.

(v) Easements for encroachments existing upon completion of construction of the Empire Garage and its Units (and maintenance thereof) of any portion of the Common Elements upon a Unit or Units so long as they stand, and easements for encroachments (and maintenance thereof) of any portion of a Unit upon the Common Elements, and upon an adjoining Unit or Units, so long as they stand.

Such encroachments and easements shall not be considered or determined to be encumbrances on the Common Elements, or on the Units for purposes of marketability of title.

There shall be appropriate agreements and easements between the affected parties and Zootist Hotel, LLC for construction, access, maintenance, repair, replacement and use of the Skybridge.

9. GRANT OF EASEMENTS FOR SERVICES.

The undersigned hereby grants an easement over and across the Common Elements and the Units for fire service, police protection, solid waste and emergency services. The City of Billings has previously granted an easement to Securities Building, LLC for trash disposal which is recorded in the records of Yellowstone County, Montana under Document No. _____. This easement is located in the Alley Cat Parking Unit and depicted on Exhibit "A" as Securities Building Easement.

10. POWER OF THE BOARD TO GRANT ADDITIONAL EASEMENTS.

The Board of Directors of the Association is authorized and empowered to grant such licenses, easements, and rights of way for sewer lines, water lines, gas lines, television cable

lines, telephone lines, underground conduits, and other utility services over and through the Common Elements, as may be necessary and appropriate for the maintenance, preservation, and enjoyment of the Common Elements or the Units, or for adding utility services to any Unit, so long as the easement has no significant negative effect on use of the Units.

11. EMPIRE GARAGE OWNERS ASSOCIATION, POWERS, DUTIES AND MEMBERSHIP.

There shall be established a Montana nonprofit corporation named the Empire Garage Owners Association. Articles of Incorporation of the Association (the “Articles”) shall be filed by the City of Billings promptly upon recording of this Declaration. The Association shall be responsible for the management and control of the Empire Garage and the Building pursuant to and as set forth in this Declaration, the Articles and Bylaws of the Association. Each Unit Owner shall be a member of the Association pursuant to and as set forth in this Declaration, the Articles and Bylaws of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Unit.

12. INTENDED USES AND RESTRICTIONS ON TRANSFER AND USE OF UNITS.

(a) **Urban Renewal Purpose of Projects.** The City of Billings has entered into a development agreement with Zootist Hotel, LLC for rehabilitation and redevelopment of the Northern Hotel as an urban renewal project of the City of Billings pursuant to Billings City Ordinance No. 11-5539. Zootist Garage, LLC and Zootist Hotel, LLC are Owned and Controlled by Chris Nelson and Mike Nelson. The City of Billings has also entered into development agreements with Securities Building, LLC and Alley Cat for redevelopment of the Securities Building and the parking lot on Lots 4 and 5 of Block 109 respectively as urban renewal projects of the City of Billings. Securities Building, LLC and Alley Cat are Owned and Controlled by William and Marcia Honaker.

The City of Billings has undertaken the Empire Garage as an urban renewal project in part to provide parking for the Northern Hotel and the Securities Building. The City of Billings wishes to ensure that the purposes of the Montana Urban Renewal Laws are satisfied by the terms and conditions of ownership and use of the Empire Garage.

(b) **Intended Use of Units.**

(i) **Parking Units.** Each of the Parking Units shall be used for the parking of motor vehicles.

(ii) **Retail Units.** The intended use of the Retail Units shall be any lawful commercial, business, or office use except those uses specifically prohibited in this Declaration, the Articles or Bylaws of the Association, or in any applicable restrictive covenants of record. Each party, by acceptance of a deed for a Unit, acknowledges and agrees that the restrictive covenants in the deed from Zootist Garage, LLC to City of Billings, recorded on _____, 2011, under Document No. _____ in the records of Yellowstone County Montana, are not applicable to any Retail Unit located solely on Lots 1 through 7, Block 109.

(iii) **All Units.** Additional restrictions on use of all Units are set forth in the Bylaws of the Association, as such may be amended from time to time.

(c) **Restrictions on Transfer of Hotel Parking Unit and Alley Cat Parking Unit.**

In furtherance and consideration of the urban renewal purposes of the Empire Garage, the following restrictions on Transfer of the Hotel Parking Unit and the Alley Cat Parking Unit shall apply:

(i) Until the final maturity date of the bonds issued by the City of Billings to finance or refinance construction of the Empire Garage or the final repayment of such bonds, whichever is earlier, the Hotel Parking Unit shall not be Transferred to any Person other than: (A) Chris Nelson; (B) Mike Nelson; (C) any Person Owned and Controlled by Chris Nelson or Mike Nelson; or (D) any Person that Owns and Controls the Northern Hotel.

(ii) Until the final maturity date of the bonds issued by the City of Billings to finance or refinance construction of the Empire Garage or the final repayment of such bonds, whichever is earlier, the Alley Cat Parking Unit shall not be Transferred to any Person other than: (A) William Honaker; (B) Marcia Honaker; (C) any Person Owned and Controlled by William Honaker or Marcia Honaker; (D) any purchaser of a commercial condominium unit in the Securities Building from a Person Owned and Controlled by

William Honaker or Marcia Honaker; or (E) any purchaser of a Retail Unit from a Person Owned and Controlled by William Honaker or Marcia Honaker.

These restrictions on Transfer will not restrict the right of the Owner of the Hotel Parking Unit or the Alley Cat Parking Unit to grant a mortgage or deed of trust secured by their respective Parking Unit; provided that the mortgagee, trustee, and/or beneficial owner of the Parking Unit, and their successors and assigns, shall be subject to the restrictions on Transfer and use set forth in this Section 12.

These restrictions on Transfer will not restrict the right of any Person to convey his or her interest in the Hotel Parking Unit or the Alley Cat Parking Unit upon death; provided that the heir, devisee or beneficiary of the Parking Unit shall be subject to the restrictions on Transfer and use in this Section 12. The heir, devisee or beneficiary shall be substituted for their respective deceased transferor identified in subsections (i)(A), (B) or (C), or subsection (ii) above.

Upon transfer of an interest in the Alley Cat Parking Unit to a permitted transferee under subsections (ii)(D) or (E) above, the permitted transferee shall be substituted for William Honaker or Marcia Honaker for purposes of determining subsequent permitted transfers.

These restrictions on Transfer shall be binding on the Owner of the Hotel Parking Unit, the Owner of the Alley Cat Parking Unit, and any permitted transferee of the Hotel Parking Unit or the Alley Cat Parking Unit, and collectively upon their respective heirs, devisees, beneficiaries, representatives, agents, successors, assigns, members, managers, directors, officers, shareholders, lessees and tenants. These restrictions on Transfer shall be set forth in any conveyance of the Hotel Parking Unit or the Alley Cat Parking Unit, respectively; and shall be covenants running with the land.

(d) **Restrictions on Use of Hotel Parking Unit and Alley Cat Parking Unit.**

In furtherance and consideration of the urban renewal purposes of the Empire Garage, the following restrictions on use of the Hotel Parking Unit and the Alley Cat Parking Unit shall apply:

- (i) The Hotel Parking Unit shall be used solely to provide vehicle parking for guests, tenants and employees of the Northern Hotel or any Retail Unit ("Hotel Eligible Users");

provided that the Owner of the Hotel Parking Unit may lease or permit use of a maximum of thirty (30) parking spaces in the Hotel Parking Unit by Persons other than Hotel Eligible Users.

(ii) The Alley Cat Parking Unit shall be used solely to provide vehicle parking for guests, tenants and employees of the Securities Building or any Retail Unit (“Alley Cat Eligible Users”); provided that the Owner of the Alley Cat Parking Unit may lease or permit use of a maximum of four (4) parking spaces in the Alley Cat Parking Unit by Persons other than Alley Cat Eligible Users. The Alley Cat Parking Unit may be used for events related to the businesses of the Alley Cat Eligible Users, such as “Alive After Five.”

These restrictions on use shall be binding on the Owner of the Hotel Parking Unit, the Owner of the Alley Cat Parking Unit, and any permitted transferee of the Hotel Parking Unit or the Alley Cat Parking Unit, and collectively upon their respective heirs, devisees, beneficiaries, representatives, agents, successors, assigns, members, managers, directors, officers, shareholders, lessees, tenants, mortgagees, trustees, and beneficial owners. These restrictions on use shall be set forth in any conveyance of the Hotel Parking Unit or the Alley Cat Parking Unit, respectively; and shall be covenants running with the land.

(e) **Enforcement of Restrictions on Transfer and Use.**

(i) The Owners of the Hotel Parking Unit and the Alley Cat Parking Unit respectively may not Transfer such Unit in violation of the restrictions on Transfer in this Section 12, without prior written approval of the Association and the City of Billings, which consent may be withheld in the sole discretion of the Association or the City of Billings. Any attempted Transfer in violation of these restrictions shall be void. The Owners of the Hotel Parking Unit and the Alley Cat Parking Unit respectively shall provide the Association, all Unit Owners, and the City of Billings with written notice of any intended Transfer of all or an interest in the Hotel Parking Unit or the Alley Cat Parking Unit, together with the name and address of the intended transferee, and such other information concerning the intended Transfer as the Association or the City of Billings may reasonably request. Within 30 days after receipt of the notice described in this subsection, the Association and the City of Billings must either approve or disapprove the proposed Transfer. If approved, the approval shall be stated in a

certificate executed by the Association and the City of Billings in recordable form, and shall be delivered to the Owner. If the proposed Transfer is not approved, the Owner may pursue remedies under Section 20 below; provided that the Association and the City of Billings shall have no obligation to approve any Transfer of the Hotel Parking Unit or the Alley Cat Parking Unit in violation of the restrictions on Transfer or use in Section 12.

(ii) Upon written request by the Association or the City of Billings, the Owner of the Hotel Parking Unit and the Owner of the Alley Cat Parking Unit shall provide documentation of any receipts, leases, permits, agreements or other evidence with respect to use of parking spaces in their respective Parking Units.

(iii) The restrictions on Transfer and use in this Section 12 may be enforced by the Association or by the City of Billings in any manner provided by law, including, but not limited to, by injunction and specific performance. The Owners of the Hotel Parking Unit and the Alley Cat Parking Unit respectively, by acceptance of a deed to their Unit, acknowledge and agree that monetary damages are not an adequate remedy at law for violation of these restrictions on Transfer and use, and that the legal requirements for issuance of a temporary restraining order, preliminary and permanent injunction shall be deemed satisfied by their violation of these restrictions on Transfer or use.

(iv) In the event of any dispute regarding the restrictions on Transfer or use in this Section 12, the provisions of the second and third paragraphs of Section 20(a) and the provisions of Section 20(b) shall apply and shall include the City of Billings as a party.

13. **COMMON EXPENSES.**

(a) **General Common Expenses.** All of the following Association expenses shall be charged to the Unit Owners as a General Common Expense, according to each Unit Owner's percentage of undivided interest in the Common Elements:

(i) Administrative expenses of the Association, including management, accounting and legal fees incurred by the Association;

(ii) The Association's costs of enforcing this Declaration and the Bylaws and rules and regulations of the Association to the extent such costs are not required to be paid by the violating Unit Owner;

(iii) Except as otherwise provided herein, or in the Bylaws of the Association, the cost of maintenance, repair and replacement of General Common Elements, including, but not limited to, the cost of maintenance and repair of the exterior surfaces of the Building, except the window and exterior doors to individual Retail Units and the signage for individual Units, if any. The cost of replacement of the membrane in the second floor above the Retail Units, as needed, shall also be a General Common Expense. Maintenance of the interior surface of walls, floors and ceilings serving only a single Unit shall not be a Common Expense.

(iv) Casualty, fidelity and liability insurance premiums for the Units and Common Elements, as provided in the Bylaws of the Empire Garage Owners Association;

(v) All bills for common utilities, except water and sewer, and all bills for solid waste removal;

(vi) The cost of snow removal from sidewalks and alley adjoining the Building, if necessary;

(vii) The cost of maintaining the landscaping in the sidewalks adjoining the Building;

(viii) Salaries of employees of the Association, if any, and compensation of a manager and other agents of the Association, if any.

(b) **Limited Common Expenses.** All costs of maintenance, repair and replacement of Limited Common Elements shall be charged to the Unit Owners having the right to use the Limited Common Elements. The share of each Unit Owner shall equal the undivided interest in the Common Elements appurtenant to that Owner's Unit, divided by the undivided interest in the General Common Elements appurtenant to all Units having the right to use the Limited Common Element, multiplied by the total expense(s) to be shared.

(c) **Allocation of Expenses.** Certain anticipated Common Expenses are identified on Exhibit "B" and shall be allocated among the Unit Owners as set forth on Exhibit "B"; provided that Exhibit "B" may not reflect a complete list of Common Expenses which may be assessed by the Board.

(d) **Joint and Several Liability.** Co-owners of a Unit shall be jointly and severally liable for payment of Common Expenses for the Unit owned.

(e) **Expenses Due to Misuse or Neglect of Unit Owner.** Expenses for maintenance or repairs to Common Elements necessitated by the misuse or neglect of a Unit Owner or lessee, or a tenant of a Retail Unit, shall be charged to such Unit Owner, and shall be payable solely by that Unit Owner, unless fully covered by the Association's insurance. The charges pursuant to this section shall be a lien on the Unit of the responsible Owner; the lien may be foreclosed by the Association in the same manner as a lien for Common Expenses, subject to the dispute resolution requirements set forth in Section 20.

14. WATER, SEWER AND GARBAGE COLLECTION.

The Empire Garage has one main water meter. The City of Billings will read that water meter and bill the Association for sanitary sewer service, garbage collection, and all water used by all Units.

The Association shall pay the entire water, sewer and garbage bill and bill each Unit Owner for a share of the water, sewer and garbage bill.

If any Retail Unit is used for a purpose that requires more water than is normally used by a business office, e.g., a restaurant or hair salon, the Owner of that Unit must install a sub-meter for that Unit, at the Owner's expense, and must pay a share of the water and sewer bill equal to the cost of the metered water usage plus a proportionate share of sewer and garbage charges for the Unit. The balance of the water and sewer bill shall be paid by the Owners of the unmetered Units; the share of each unmetered Unit shall equal the floor area for the Unit, divided by the floor area of all unmetered Units.

The assessments for water, sewer and garbage are not Common Expenses but may be collected in the same manner as a Common Expense. In the event of nonpayment, the Association shall have all of the remedies set forth in this Declaration or allowed under Montana law. Each Owner, by acceptance of a deed to a Unit, or by execution of this Declaration, contracts and agrees that the Association shall have a lien on that Owner's Unit for any unpaid bills for water, sewer and garbage provided to the Unit; the lien may be foreclosed by the Association in the same manner as a lien for Common Expenses.

15. COVENANT TO PAY ASSESSMENTS.

Assessments shall be made by the Association for all Common Expenses and for water and sewer and garbage. Each Unit Owner, by acceptance of a deed, whether or not it shall be expressed in said deed, is deemed to covenant and agree to pay to the Association, all periodic and special assessments made by the Association for Common Expenses, and for water, sewer and garbage.

16. REMEDIES FOR NON-PAYMENT OF ASSESSMENTS.

All unpaid sums assessed by the Association for Common Expenses and water and sewer and garbage expenses, and all other monies owed by a Unit Owner to the Association, together with interest, late payment fees, collection costs, costs of suit or arbitration and reasonable attorney fees, shall be the obligation of such Unit Owner and may be added to the next regular assessment for that Unit and shall constitute a lien on such Unit, and if filed of record, may be foreclosed in the same manner as a construction lien. During any such foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Unit, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the rent, upon Court order. Rents collected shall be applied to amounts owed to the Association and any excess returned to the Unit Owner. If the Board of Directors receives written notice pursuant to Section 20(a) that the amount of an unpaid assessment is contested by a Unit Owner, together with payment of any unpaid undisputed amount, the Association shall not foreclose its lien which includes the contested amount until the parties have complied with the informal dispute resolution process provided in Section 20(a) below.

Each assessment for Common Expenses and for all other monies owed to the Association by a Unit Owner, including water and sewer and garbage expenses, together with interest, late payment fees, collection costs, costs of suit or arbitration, and reasonable attorney fees, shall also be the personal obligation of the Owner of the Unit against which the assessment was made at the time the assessment fell due, and a suit or arbitration proceeding to recover a money judgment for unpaid assessments or for other monies owed to the Association shall be maintainable by the Association against said Owner without foreclosing or waiving the lien securing the same.

Except for the parties' attorney's fees incurred in mediation as contemplated in Section

20(a), all costs of collection of delinquent assessments, including but not limited to court costs, costs of filing liens, and attorney fees, shall be the obligation of the non-paying Unit Owner and may be added to the next regular assessment for that Unit. Such costs shall be a lien on the unit of the non-paying Owner and, if unpaid, the lien may be foreclosed in the same manner as a lien for unpaid Common Expenses, subject to the dispute resolution process in Section 20(a) below.

17. INDEMNIFICATION.

To the extent permitted by law and except as provided below, each Unit Owner (the “Indemnifying Owner”) shall indemnify, defend and hold the other Unit Owners (the “Indemnified Owners”) harmless, from and against any and all third party actions, claims, liability or liabilities, and demands to the extent arising out of (a) failure of the Indemnifying Owner to maintain its Unit as herein provided, or (b) the use, occupancy, or non-use of all or any part of the Unit Owner's Unit, due to carelessness, negligence, improper conduct, unlawful conduct, breach of the Declaration, the Bylaws or the rules and regulations adopted by the Association, or violation of federal, state, or local law, by the Unit Owner or its lessees, tenants, agents, employees, contractors, and licensees.

No Owner is required to indemnify, defend or hold harmless any other Owner, to the extent any action, claim, liability or liabilities, and/or demand results from the Indemnified Owner's or Indemnified Owner's tenants', agents', employees', contractors', licensees', customers', invitees', guests', or permitted occupants' carelessness, negligence, improper conduct, unlawful conduct, breach of the Declaration, the Bylaws or the rules and regulations adopted by the Association, or violation of federal, state, or local law.

18. NOTICE TO ELIGIBLE MORTGAGE HOLDERS.

The Directors of the Association shall provide all Eligible Mortgage Holders with timely written notice of:

(a) Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to the mortgage of such eligible holder, insurer, or guarantor, where such delinquency has continued for a period of 90 days; and

(b) Any casualty loss or condemnation which affects a material portion of the Empire Garage or any Unit in which there is a security interest held by the Eligible Mortgage Holder; and

(c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

19. PROCESS.

Service of process in the cases provided for in Section 70-23-901, Montana Code Annotated, shall be made upon BRENT BROOKS, at 210 N. 27th Street, Billings, Montana 59101. This provision may be amended in the manner provided in Section 70-23-902, MCA.

20. NON-BINDING DISPUTE RESOLUTION AND RIGHTS OF ACTION.

(a) **Alternative Dispute Resolution.** In the event a Unit Owner disputes the amount of any assessment or other monies owed by the Unit Owner to the Association, the Unit Owner shall give written notice to the Board of Directors, within 10 days after receipt from the Association of the first bill or statement or other written notice of the amount owing. The notice shall set forth the amount in dispute and a brief statement of the reason the amount is disputed. The notice shall include payment of any unpaid undisputed part of the assessment or monies owed the Association by the Unit Owner. Within 10 days after the notice is given, the Unit Owner and the Board of Directors shall meet to try to informally resolve the dispute.

In the event a monetary dispute or any other dispute between any Unit Owner and/or the Association and/or the City of Billings cannot be resolved informally within 20 days after the dispute arises, the dispute shall be submitted to a mediator, if requested by any disputing party. All disputing parties must participate in the non-binding mediation. Mediation must be requested in writing within 20 days after the dispute arises and must be concluded within 4 weeks after the request for mediation is made. A majority of the disputing parties must agree on the person to serve as mediator. The participating parties shall share equally in the fees charged by the mediator. If a majority of the participating parties cannot agree on selection of an impartial mediator within 5 days of the request for mediation, the selection shall be made by the best out of 5 tosses of a coin suitable for such purpose, whereby the hand game “Rock, Paper, Scissors” shall be used to decide at each toss which party gets to make the call, and whereby the winner of the tosses shall have sole discretion to select the mediator.

If the dispute is not resolved pursuant to these resolution procedures or if a Unit Owner does not give notice that a payment is disputed, the Association, a Unit Owner or the City of Billings may pursue any legal remedy or action available under Montana law including those described in subsection (b) below.

(b) **Rights of Action.** The Association and any Unit Owner, including the City of Billings, shall have the right to maintain an action for specific performance, for damages and/or for injunction, and for foreclosure of one or more liens for unpaid assessments or other monies owed the Association, against any other Unit Owner or the Association for failure to comply with the provisions of this Declaration or the Articles or Bylaws of the Association, or any rules, regulations or restrictive covenants adopted by the Association.

The Association and any aggrieved Unit Owner, on behalf of the Association, may collect unpaid assessments for Common Expenses in any manner permitted by Montana law.

The prevailing party in any action or collection proceeding, except pursuant to non-binding mediation conducted pursuant to Section 20(a), shall be entitled to recover its costs and attorney fees actually incurred from the losing party.

(c) **Bidding at Foreclosure.** The Association and any Unit Owner shall have the power to bid on a Unit at a foreclosure or other legal sale, and to acquire and hold, lease, mortgage and vote the votes appurtenant to, convey or otherwise deal with the same. In the event the Association is the successful bidder for a Unit at a foreclosure or other legal sale, the City of Billings shall have an option to purchase all right, title and interest of the Association in the Unit by paying to the Association the amount bid by the Association for the foreclosed Unit.

21. AMENDMENT.

This Declaration, except where otherwise provided in this Declaration or by Montana law, shall be amended only by the written approval of the Owners of at least 51% of the Common Elements, together with approval of 3 of the 4 Classes of Unit Owners – the Public Parking Unit, the Hotel Parking Unit, the Alley Cat Parking Unit and Retail Units – with each Class Unit entitled to one vote (i.e., the Retail Unit Owners, if more than one, shall have one collective Class vote.)

Notwithstanding anything herein to the contrary, Section 6 may be amended only by affirmative vote of all Unit Owners.

All amendments to this Declaration shall be recorded in the office of the Yellowstone

County Clerk and Recorder, Billings Montana.

22. UNITS SUBJECT TO DECLARATION, BYLAWS, RULES AND REGULATIONS, AND RESTRICTIVE COVENANTS.

All present and future Owners of Units shall be subject to, and shall comply with the provisions of this Declaration, the Bylaws of the Association, restrictive covenants, and rules and regulations adopted by the Association, as these instruments may be amended from time to time. The execution of a purchase contract by a Unit Owner or the acceptance of a deed thereto shall constitute acceptance of the provisions of such instruments by such Owner. The provisions of this Declaration and the Bylaws of the Association, restrictive covenants, and rules and regulations adopted by the Association shall be covenants running with the land and shall bind any person having an interest in such Unit as though the provisions were recited and fully stipulated in each deed or conveyance thereto. The invalidity of any provision of this Declaration shall not affect in any manner the validity or enforceability of the remainder of this Declaration. No provision in this Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

23. CONSTRUCTION FINANCING.

The City of Billings has issued tax-exempt bonds for the purpose of financing construction of the Building. Neither the Association nor any Unit Owner shall take or permit to be taken by any of its officers, employees or agents any action which would cause, in the opinion of the City of Billings upon consultation with its bond counsel, interest on any such tax-exempt bonds heretofore or hereafter issued by the City of Billings, to become includable in gross income for federal income tax purposes under the Internal Revenue Code and applicable Treasury Regulations. The Association and each Unit Owner agree to amend this Declaration and the Bylaws of the Association, and take or refrain from taking any other action requested by the City of Billings, in order to maintain the tax-exempt status of any such bonds. This provision may not be amended without consent of the City of Billings.

24. CONFLICTS.

In the event of any conflict between this Declaration and the provisions of the Articles of Incorporation or Bylaws of the Association, the provisions of this Declaration shall govern and

apply.

25. WARRANTY.

Except for warranties regarding title as provided in the General Warranty Deed provided by the City of Billings to each Owner, the City of Billings gives no warranty, express or implied, on any of the Units or common area improvements, but will transfer to the initial Owners and the Association all manufacturers and dealers warranties received from the general contractor on materials, fixtures and equipment, and any warranty given by the general contractors who constructed the Building and common areas.

THE CITY OF BILLINGS SPECIFICALLY DISCLAIMS ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGE TO ANY PERSON, THE UNITS AND COMMON ELEMENTS, OTHER COMPONENTS OR ANY OTHER REAL OR PERSONAL PROPERTY RESULTING FROM A CONSTRUCTION DEFECT. ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS AND HABITABILITY, ARE EXPRESSLY DISCLAIMED AND DO NOT APPLY.

DATED this _____ day of _____, 2013.

CITY OF BILLINGS, MONTANA

By: _____
_____, Mayor

ATTEST:

By: _____
_____, City Clerk

STATE OF MONTANA)
 : ss
County of Yellowstone)

This instrument was acknowledged before me on _____, by _____ and _____, the Mayor and City Clerk of the City of Billings.

(Print or type name of notary)
Notary Public for the State of Montana
Residing at Billings, Montana

Acknowledged and agreed to by:

Zootist Garage, LLC

By: _____

Its: _____

Zootist Hospitality, LLC

By: _____

Its: _____

Alley Cat Investments, LLC

By: _____

Its: _____

Return to:
Brent Brooks
Billings City Attorney
P.O. Box 1178
Billings, MT 59103

BYLAWS OF EMPIRE GARAGE OWNERS ASSOCIATION

1. APPLICABILITY OF BYLAWS.

The provisions of these Bylaws are applicable to the Empire Garage which has been submitted to and created pursuant to the provisions of the Montana Unit Ownership Act and pursuant to the Declaration of Unit Ownership for the Empire Garage (the "Declaration"). The condominium is located upon the following described real property located in Billings, Yellowstone County, Montana (the "Land"):

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, Block 109, Original Town, now City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document #16312.

All present or future Owners, tenants, or any other Person who might use the improvements on the Land in any manner, are subject to the provisions of these Bylaws. The acquisition, rental, or occupancy of any of the Units will signify that these Bylaws are accepted, ratified, and will be complied with.

The terms used herein shall have the definitions set forth in the Declaration.

2. MEMBERSHIP, MEETINGS AND VOTING.

(a) **Membership.** Each Unit Owner shall be a Member of the EMPIRE GARAGE OWNERS ASSOCIATION, a Montana non-profit corporation, hereinafter called the "Association". However, if the ownership of any Unit is vested in more than one person, and while each such Owner shall be a Member, the co-owners or joint owners of the Unit shall be deemed to be one Member for the purpose of voting and the determination of any required quorum.

The Association shall have four classes of membership (each a "Class"). The Owners of the Hotel Parking Unit shall be one Class, the Owners of the Alley Cat Parking Unit shall be another Class, the Owners of the Public Parking Unit shall be another Class and all Owners of Retail Units shall form the fourth Class. The City of Billings is the Owner of each Unit not yet

sold by the City.

(b) **Ownership.** Subject to Section 12 of the Declaration, ownership shall be determined according to the records of the Clerk and Recorder of Yellowstone County, Montana and shall also include those purchasing Units under purchase contracts who have an equitable interest in the Unit as disclosed by the public record in the office of the Yellowstone County Clerk and Recorder, and in such an event the equitable owner shall be considered as the only Owner of such Unit. Tenants shall not be deemed to be Owners even if the record owner has complied with the provisions of 70-23-102(16) MCA.

(c) **Voting by Members.** Each Class of Unit Owner shall have votes equaling the percentage of undivided interest in the Common Elements appurtenant to the Owner's Unit. Accordingly, the Owner of the Hotel Parking Unit shall have 31.02 votes, the Owner of the Public Parking Unit shall have 54.41 votes, the Owners of the Retail Units shall collectively have 9.24 votes, and the Owner of the Alley Cat Parking Unit shall have 5.33 votes. The 9.24 votes for the Retail Units shall be divided among the Retail Units in proportion to the floor area of each Retail Unit. Owners are also referred to herein as "Members". Except as otherwise provided in the Declaration or these Bylaws, any action by the Members shall require approval by Members holding a majority of the votes. The votes for any Unit owned by more than one Person shall be exercised as such co-owners may among themselves determine. Whenever a Unit is owned by two or more Persons, any one of such Owners may vote, in the absence of protest by the other or others. Votes may be cast in person or by proxy.

In the case of Owners which are municipalities, corporations, partnerships, LLCs or trusts, a partner, member, manager, trustee, officer or designated representative of the Owner may represent the Member for purposes of voting.

Members shall be entitled to vote on the following:

- (i) Election of Director for Members Class;
- (ii) Amendment of the Declaration;
- (iii) Amendment of the Articles of Incorporation in accordance with the Articles and Section 15 of these Bylaws;
- (iv) Amendment of these Bylaws in accordance with Section 15;
- (v) Rebuilding after a casualty loss in accordance with Section 9; and
- (vi) Matters referred to the Members for decision due to Directors inability to approve by majority vote pursuant to Section 3(g).

(d) **Proxies.** Proxies may be made by any Member entitled to vote. They shall be valid only for the particular meeting designated and must be filed with the Secretary on or before the appointed time of the meeting.

(e) **Annual and Special Meetings.** The annual meeting of the Association shall be held every year at a time and on a day to be determined by the Board. Additional regular and special meetings of the Association may be called by the President or any two Directors. Notice of all meetings shall be given to each member personally or by mail, telephone, facsimile, or e-mail at least five (5) business days prior to the day named for such meeting. If notice is given by e-mail, the Association shall maintain a record of all e-mails sent. The presence, in person or by proxy, of Members having a sufficient number of votes to decide the business to be transacted at the meeting shall constitute a quorum.

The agenda for the annual meeting shall include the following:

- (1) Determination of quorum;
- (2) Approval of minutes of last annual meeting;
- (3) Presentation of financial report for past year and budget for coming year;
- (4) Board report on insurance coverage;
- (5) Election of Directors;
- (6) Old Business, if any;
- (7) New business; and
- (8) Public comment, if required by Montana law.

(f) **Manner of Obtaining Approval of Unit Owners.** Approval of all decisions and resolutions of the of the Association which require the approval of the Members may be obtained by vote at an annual, regular or special meeting.

3. **BOARD OF DIRECTORS.**

(a) **Number of Directors.** The affairs of the Association shall be governed by a Board of Directors composed of four Directors, with each Class electing one Director.

(b) **Qualifications of Directors.** Directors must be Owners of Units, or in the case of Owners which are municipalities, corporations, partnerships, LLCs or trusts, a partner, member, manager, trustee, officer or designated representative of the Owner.

(c) **Election and Term of Office.** The Directors shall be elected at the annual meetings of the Association. The term of office of each Director shall be for one year. If a quorum cannot be obtained for an annual meeting, the existing Directors shall continue to serve until the next annual or special meeting is held and new Directors are elected.

(d) **Nomination and Election.** Candidates for Directors shall be nominated by their representative Class from the floor at each annual meeting. Each Unit Owner in a Class shall be entitled to vote for a Director nominated by that Class; provided that each Class comprised of a single Unit Owner may designate its Director. The candidate receiving the largest number of votes shall serve as the Director for that Class.

(e) **Compensation.** No compensation shall be paid to Directors for their services as Directors unless salaries for Directors are approved by all of the Members entitled to vote. However, Directors shall be reimbursed for actual expenses incurred in the performance of their duties.

(f) **Meetings.** Regular and special meetings of the Board of Directors may be called by the President or any two Directors. Notice of such meetings shall be given by the Secretary to each Director and to the Treasurer and President of the Association, personally or by mail, telephone or facsimile, at least five (5) business days prior to the day named for such meeting. Notice may also be given by e-mail at least five (5) business days in advance, provided the Association maintains a record of all emails sent. If required by Montana law, notice shall also be given to the public, in the manner required by Montana law. Information concerning major actions by the Board shall be promptly disseminated to all members of the Association in a manner to be determined by the Board. Owners, lenders and members of the public may attend Board meetings but their participation in the meetings may be limited to the extent determined by the Directors present at the meeting, and as provided by Montana law.

(g) **Voting by Directors.** Each Director shall have one equal vote on any issue on which the Director is entitled to vote. All Directors may vote on issues pertaining to the powers and duties of the full Board as set forth herein or in the Articles of Incorporation or in the Declaration of Unit Ownership for the Empire Garage. Only those Directors elected by Owners responsible for assessments for the Limited Common Elements may vote on issues affecting those Limited Common Elements. Any action by the Board shall require approval by a majority vote of the Directors entitled to vote on the issue, and one of the required affirmative votes must be cast by the Director representing the Public Parking Unit. Except as provided in

subsection (h), in the event the Board of Directors is unable to approve an issue by a majority vote including an affirmative vote of the Public Parking Unit, the issue shall be referred to and decided by Members holding a majority of the votes within 10 days. Only those Members responsible for assessments for the Limited Common Elements may vote on issues affecting those Limited Common Elements. This means that the City of Billings will have the controlling vote on issues affecting Units owned by the City of Billings, except as provided in subsection (h). Actions taken by Members pursuant to this subsection shall be covered by and included in the directors and officers liability insurance maintained by the Association.

(h) Voting by Directors on Increased Expenditures. Any actions by the Board of Directors on: (i) items that increase annual assessments more than 20% from the previous year's annual assessments; or, (ii) expenditures for non-budgeted non-emergency items totaling more than \$30,000 during the current budget year, shall require the affirmative vote of a majority of the Directors entitled to vote on the issue, including the affirmative vote of the Director representing the Public Parking Unit. The \$30,000 amount for non-budgeted non-emergency items shall increase annually based on the increase in the CPI rate for all Urban Consumers and all Items. In the event the Board of Directors is unable to approve an increased expenditure pursuant to this subsection, the expenditure shall not be assessed by the Board.

(i) Powers and Duties of Board. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not by law, the Declaration or these Bylaws directed to be exercised by the Members, or some, but not all Directors. In addition, the Board of Directors shall have the following powers and duties:

- (i) To enforce the provisions of the Declaration and these Bylaws by any lawful action.
- (ii) To determine the amount of assessments payable by the Unit Owners for General Common Expenses and to allocate and assess said expenses among Unit Owners pursuant to the terms set forth in the Declaration. Assessments shall include reasonable reserve funds. The Board shall have the authority to invest reserve funds in any manner not inconsistent with the needs of the Association.
- (iii) In its discretion, to impose special assessments for emergencies, as they are incurred.
- (iv) To send written notice of any change in the regular assessments and written notice of any special assessment to each Owner at least 30 days before its due date.
- (v) To record and foreclose a lien against any Unit for unpaid assessments.

- (vi) To read the water meters, determine the cost of water and sewer and garbage provided to each Unit, and assess that amount to the Owner of the Unit.
- (vii) To adopt a schedule of late payment fees.
- (viii) To adopt a schedule of fines for violation of the provisions of these Bylaws or any rules and regulations for use of the Common Elements duly adopted by the Board.
- (ix) To issue, or to cause an appropriate officer to issue, upon demand by any Person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.
- (x) To procure and maintain insurance required or authorized to be purchased by the Association.
- (xi) To pay all debts of the Association.
- (xii) To grant and accept easements, permits and licenses on behalf of all Unit Owners, as necessary for the proper operation of the Empire Garage.
- (xiii) To contract for repairs, maintenance, alterations, additions and improvements which are the obligation of the Association.
- (xiv) To adopt and amend administrative rules governing use and operation of the General Common Elements.
- (xv) To determine which persons are allowed access to the main power room and to mechanical and utility rooms.
- (xvi) Upon written request from any Person having an interest or prospective interest in a Unit, to prepare and furnish within a reasonable time an audited financial statement of the Empire Garage Owners Association for the immediately preceding tax year, at the requesting Person's expense. The Board shall require that audit expenses be paid in advance of beginning the audit.
- (xvii) To file annual corporate reports with the Montana Secretary of State and to pay the required fee.
- (xviii) To prepare income tax returns for the Association, if required by state or federal law, and to pay all taxes owed.

- (xix) To provide any notices required by these Bylaws or the Declaration.
- (xx) To remove any unauthorized additions to the Common Elements and to assess the costs of removal to the responsible Unit Owner.
- (xxi) To delegate any of the above-mentioned powers and duties to one or more officers or employees of the Association, or to an independent contractor or agent.
- (xxii) To engage the services of a paid manager or managing agent for the purpose of managing the Association and/or the Common Elements. The manager shall not provide management of or for the individual Units. Management of each Unit shall be the sole responsibility of the Owner of that Unit.
- (xxiii) To supervise all officers, agents and employees of the Association, to ensure that they properly perform their duties.

(j) **Powers and Duties of Retail Units Director.** The Director elected by the Owners of the Retail Units shall have the power and duty:

- (1) To propose to the Owners of the Retail Units the amount of all assessments for Limited Common Expenses payable only by the Owners of Retail Units for approval by a weighted majority vote of those Owners, and to allocate and assess approved Limited Common Expenses among the Retail Unit Owners. Assessments may include reserve funds for major repairs. Such Director shall have the authority to invest reserve funds in any manner not inconsistent with the needs of the Retail Units.
- (2) In its discretion, to impose special assessments for emergencies pertaining solely to the Retail Units Limited Common Elements, as they are incurred.

(k) **Powers and Duties of Hotel Parking Unit Director and Public Parking Unit Directors.** The Directors elected by the Owners of the Public Parking Unit and the Hotel Parking Unit shall have the power and duty:

- (1) To determine what maintenance and repairs are needed for the Public Parking Unit and Hotel Parking Unit Limited Common Elements, to determine the amount of all assessments for such Limited Common Expenses payable by the Owners of the Hotel Parking Unit and the Public Parking Unit, and to allocate and assess said expenses among those Unit Owners. Assessments shall include reserve funds for major repairs. The Directors shall have the authority

to invest reserve funds in any manner not inconsistent with the needs of the Association.

- (2) In their discretion, to impose special assessments for emergencies pertaining solely to the Hotel Parking Unit and Public Parking Unit Limited Common Elements, as they are incurred.

(l) Powers and Duties of Retail Units Director and Hotel Parking Unit and Public Parking Unit Directors. The Directors elected by the Owners of the Retail Units and Hotel Parking Unit and Public Parking Unit shall have the power and duty:

- (1) To determine what maintenance and repairs are needed to the Retail Units, Hotel Parking Unit and Public Parking Unit Limited Common Elements and to determine the amount of all assessments for such Limited Common Expenses payable by the Owners of the Retail Units, Hotel Parking Unit and the Public Parking Unit, and to allocate and assess approved Limited Common Expenses among the those Owners. Assessments may include reserve funds for major repairs. The Director shall have the authority to invest reserve funds in any manner not inconsistent with the needs of the Retail Units, Hotel Parking Unit and the Public Parking Unit.

- (2) In their discretion, to impose special assessments for emergencies pertaining solely to the Retail Units, Hotel Parking Unit and Public Parking Unit Limited Common Elements, as they are incurred.

(m) Directors as Trustee for Unit Owners. The Board of Directors is hereby irrevocably appointed as Trustee for the Unit Owners of all of the Units to manage, control and deal with the interests of such Unit Owners in the General Common Elements as necessary to permit the Board of Directors to fulfill all of its powers, rights, functions and duties.

The Board of Directors is hereby irrevocably appointed as Trustee for each Unit Owner, each mortgagee, other named insureds, and their beneficiaries and any other holder of a lien or other interest in the Units and Common Elements to:

- (1) adjust and settle all claims arising under insurance policies purchased by the Board of Directors; and
- (2) execute and deliver releases upon the payment of claims.

The mortgagee and guarantor of a mortgage on any Unit shall have the right to timely written notice of any casualty loss that affects a material portion of the Building or the Unit securing its mortgage.

(n) **Resignation and Removal of Directors.** Any Director may be removed from office by the majority vote of the Unit Owners of the Class electing the Director. In the event of resignation or removal of a Director, the vacancy shall be filled by the Unit Owners of the Class represented by such Director at a special meeting of the Unit Owners, in the manner provided for the election of Directors, with the person so elected serving the balance of the unexpired term.

4. **OFFICERS.**

(a) **Board Elects Officers.** The Board of Directors shall annually elect a President, a Secretary, and a Treasurer. The Board in its discretion may also elect a Vice-President. Officers need not be Members of the Association. No two offices may be held by the same person except the offices of Secretary and Treasurer. The officers of the Association shall hold office at the pleasure of the Board and may be removed by the Board, with or without cause. In the event of a vacancy the Board shall elect a successor at any regular meeting or at any special meeting called for such purpose. THOMAS W. HANEL and CARI MARTIN, shall serve as interim President and Secretary respectively, until the first annual meeting of the Association.

(b) **Duties.** The President shall preside at all meetings of the Association and of the Board of Directors, shall supervise the affairs of the Association and its officers, shall have all of the powers and duties usually vested in the office of President and shall also perform such other duties as from time to time may be assigned by the Board of Directors. The Vice-President, if any, shall act in the place of the President and shall have such other duties as may be assigned by the Board of Directors. The Secretary shall keep all books and records of the Association and the Board of Directors and record all minutes of meetings of both, shall keep a record of all members of the Association, and shall serve all required notices. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate itemized accounts of all receipts and disbursements in books belonging to the Association, in chronological order. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

(c) **Compensation.** Any officer may be compensated, in a reasonable amount, as determined by the Board of Directors.

5. **INSPECTION OF RECORDS.**

The books, records and papers of the Association and a copy of the Declaration , Bylaws, Articles of Incorporation and Rules and Regulations, if any, for the Empire Garage shall be open for inspection by any Unit Owner and by holders, insurers and guarantors of first

mortgages on Units, at any reasonable time, after reasonable notice to the Secretary. To the extent required by Montana law, the books, records and papers of the Association shall also be available for inspection and copying by the public.

6. EMERGENCY ACCESS.

Directors, and the Association's property manager, if any, shall have the right to enter any Unit in case of an emergency originating in or threatening such Unit whether or not the Owner or occupant is present at the time.

7. INSURANCE

(a) Except as provided otherwise below, the Association shall insure all of the Units and all Common Element improvements, including every part of the Building, and all fixtures attached or affixed to any part of the Building against loss or damage by fire and other casualty in an amount representing the full insurable value thereof, less a deductible in an amount to be determined by the Board. Such insurance shall cover all Common Elements described in Section 5 of the Declaration, all walls, all concrete floors and ceilings, and all fixtures and equipment within or serving all of the Parking Units.

Notwithstanding anything herein to the contrary, the insurance shall not cover fixtures, equipment, floor coverings, and dropped ceilings in the Retail Units, or equipment such as HVAC equipment serving only one Retail Unit, or signs identifying a specific Retail Unit. The insurance purchased by the Association shall not cover personal property inside any Unit, or loss of rental income. All Owners must insure their personal property, and obtain loss of rents insurance for Units or parking spaces if they wish such insurance coverage. Owners of Retail Units must also obtain insurance for interior finishes, fixtures, and equipment within or serving only their Unit if the Owner wishes insurance coverage on these items.

(b) The Association shall purchase public liability and property damage insurance, insuring the Association and the Unit Owners for liability for personal injuries to, or the death of, any person, or damage to property resulting from the ownership, use, or occupancy of the Common Elements, with policy limits to be determined by the Board, but no less than \$1,000,000.00 per occurrence and \$2,000,000.00 per aggregate.

(c) The Association shall purchase fidelity insurance coverage for all persons handling Association monies, naming the Association as insured, in an amount equal to the maximum funds held by the Association. If the Association employs a management agent, the agent must have its own fidelity insurance policy providing the same coverage required above.

(d) The Association shall purchase directors and officers liability insurance covering each member of the Board and each officer of the Association; the amount of coverage shall be

determined by the Board.

(e) The cost of all insurance purchased by the Association shall be a part of the General Common Expense.

(f) Directors shall seek to obtain the best insurance value, considering the coverage, the price, the financial stability of the insurer, and the history of the insurer in promptly and properly handling claims.

(g) All Association insurance proceeds shall be paid to the Board of Directors as trustee for disbursement.

(h) Each policy shall contain a standard mortgagee clause in favor of each mortgagee or trust indenture beneficiary, or contract of sale endorsements in favor of the contract sellers of any Units and shall require the insurer to notify the Association, each Unit Owner, and each first mortgage holder, in writing, of any lapse, cancellation or substantial change to the policy at least ten days prior to the date on which such cancellation or change takes effect. Duplicate originals of all new insurance policies and of all policy renewals (or, alternatively, Accord certificates of insurance showing coverages), together with proof of payment of premiums, shall be delivered to all mortgagees and contract sellers of Units at least thirty (30) days prior to expiration of the then current policies.

(i) The Board of Directors shall annually review the adequacy of limits of coverage of insurance policies, shall obtain an appraisal from an insurance company or other knowledgeable person or business of the full replacement value of the covered improvements, without deduction of depreciation, for the purpose of determining the amount of property insurance required under this section, and report its findings and decisions regarding insurance to the membership of the Association.

(j) General liability insurance policies procured by the Association shall contain waivers of subrogation.

(k) Property insurance policies procured by the Association shall not contain any co-insurance penalty.

(l) Unit Owners shall not be prohibited from carrying other insurance for their own benefit provided that all policies shall contain waivers of subrogation and provided that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

(m) Insurance payments for a fire or other property loss insured by the Association shall be applied by the Board of Directors as Trustee to repair or replacement of the

damaged property. In the event of loss to one or more but not all Units, any amount needed to repair or replace the Unit, in excess of insurance payments, shall be paid by the Owner of that Unit.

(n) The Association shall pay, as a Common Expense, the deductible amount for any loss insured by the Association.

(o) Owners who rent or lease Retail Units shall require the Tenant to carry liability insurance on the Unit in an amount not less than \$1,000,000.00, per occurrence and \$2,000,000.00 general aggregate, naming the Association as a primary additional insured. The policy shall require the insurer to notify the Association, in writing, of any cancellation or substantial change to the policy at least thirty (30) days prior to the date on which such cancellation or change takes effect. The tenant, or its insurer, shall provide the Association with proof of insurance.

8. LIABILITY OF OFFICERS AND DIRECTORS.

The Officers and Directors of the Association shall not be liable to the Association or any Unit Owner for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each of the Officers and Directors from and against all liability to others arising out of actions taken or contracts made by the officers or the Board of Directors on behalf of the Association unless such act or contract shall have been in bad faith, except to the extent that such liability is satisfied by directors and officers liability insurance.

To the extent not covered and paid by directors and officers liability insurance, the Association shall indemnify any person, including Member decisions made pursuant to Section 3(g) herein, who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that the person is or was an Officer or Director of the Association against expenses, including attorney fees, judgments, and fines and amounts paid in settlement approved by the Board of Directors and incurred by the person in connection with such action, suit or proceeding if the Officer or Director acted in good faith and in a manner the officer or Director reasonably believed to be in, or not opposed to, the best interest of the Association.

9. CASUALTY LOSS. If the Building is damaged by fire or other casualty it must be repaired or rebuilt unless there is a total loss of all Units and Owners of 75% of the Common Elements agree not to rebuild. Insurance payments for a property loss insured by the Association shall be applied by the Board, or its designated Trustee, to repair or replacement of the damaged property, except in the event of a total loss of all Units and a decision of the Owners of 75% of the Common Elements not to rebuild. When the Building is repaired or

replaced after casualty, it shall substantially conform, in size, style, quality and appearance, to the Building as it existed prior to the casualty, unless otherwise agreed by all Owners.

10. ASSESSMENTS FOR COMMON EXPENSES.

(a) **When Assessments Begin.** The Owner of each Unit shall be obligated to pay regular and special assessments for General and Limited Common Expenses, and for water and sewer and garbage, beginning upon conveyance of such Unit to the Owner.

(b) **Amount.** Prior to the annual meeting, the Board of Directors shall prepare an Association budget for the coming year. A copy of that budget, together with a statement of the amount of each regular assessment for the coming year, shall be delivered to each Unit Owner at least one week before the annual meeting. Each regular assessment for General Common Expenses shall be equal to the total estimated General Common Expenses for the coming year, plus a reasonable reserve allowance for replacement of improvements, divided by the number of payments due for the year and multiplied by the percentage of undivided interest in the General Common Elements for the assessed Unit. If an annual budget is not prepared as required, the regular assessments due shall be equal to the amount of the regular assessments for the previous year until changed by the Board of Directors, after preparation of a new budget. The amount of the regular assessments may be changed by the Board at any time it determines that the change is necessary or advisable. Written notice of the amount of any changed regular assessments shall be given, by mail or otherwise, to each Unit Owner at least 30 days in advance of the first payment due date for the assessment. Except for changes in the amount of the regular assessments, no bills or other notices that regular assessments are due need be given by the Association. Assessments for General Common Expenses must be based upon and computed by using the percentile interest that each Unit Owner has in the Common Elements. Assessments for Limited Common Expenses shall be calculated as set forth in Section 13(b) of the Declaration.

(c) **Due Date.** Regular assessments for Common Expenses shall be due and payable, in advance, on the first day of each payment period. Special assessments and assessments for water and sewer and garbage shall be due and payable 30 days after a bill for those expenses is mailed or hand delivered to the responsible Unit Owner. The Board of Directors shall determine whether regular assessments shall be payable monthly, quarterly, semi-annually or annually.

(d) **Record Keeping.** All assessments collected by the Association may be commingled in a single fund from which shall be paid the expenses for which the assessments are made. Separate records of payments received shall be kept for each Unit.

(e) **Interest and Late Fees.** Assessments paid more than 10 days after the date when due shall bear interest at the rate of twelve percent (12.0%) per annum from the date when due until paid; in addition, late paying Owners shall be obligated to pay a late fee if a schedule of late payment fees has been adopted by the Board of Directors. All payments or assessments shall be applied first to late fees, then to interest and then to the earliest assessment due.

(f) **Special Assessments.** The Board may impose special assessments for unanticipated emergency expenses upon affirmative vote of the Directors.

(g) **No Exemption from Payment.** No Owner of a Unit shall be exempt from liability for his or her contribution toward any Common Expense by waiver of the use or enjoyment of those items paid for or by abandonment of the Unit.

(h) **Account Balance Transfers with Unit.** No Unit Owner shall be entitled to receive the balance in that Owner's assessment account upon sale of the Owner's Unit. The account balance shall pass with sale of the Unit, to the credit of the new Unit Owner. This provision shall not be deemed to prohibit a selling Owner from collecting the balance of that Owner's assessment account from a purchaser.

(i) **Remedies for Failure to Pay.** The remedies for failure to pay assessments are set forth in the Declaration.

11. MAINTENANCE AND MANAGEMENT OF UNITS AND COMMON ELEMENTS.

(a) **Unit Owner Responsibilities.** Every Unit Owner shall be responsible for all maintenance of and repairs to that Owner's Unit; Owners of Retail Units shall also be responsible for replacement of all broken glass in their Unit, and for maintenance, repair and replacement of doors serving only their Unit. All fixtures and equipment within a Unit and serving only that Unit shall be maintained, replaced and kept in repair by the Unit Owner, except in the event of damage covered by insurance purchased by the Association. The surfaces of floors, walls and ceilings serving only one Unit shall be cleaned, maintained and repaired by the Owner of that Unit. Each Owner shall be responsible for all maintenance and repair to the furnace and the air conditioning, if any, serving only that Owner's Unit and for the cost of installation, repair and replacement of the Owner's or tenant's business signs. Each Owner shall be responsible for all damages to the other Units or to the Common Elements resulting from the Owner's failure to effect such maintenance and repair.

All maintenance and repairs for which an Owner is responsible shall be paid for by the Owner.

Every Unit Owner shall be responsible for operation and management of that Owner's

Unit and for payment of operation and management costs.

(b) **Association Responsibilities.** The Association shall be responsible for all maintenance, repair and replacement of Common Elements, except for:

- (1) cleaning and replacement of window glass in Retail Units;
- (2) maintenance, repair and replacement of exterior doors and signs in Retail Units; and
- (3) cleaning, maintenance and repair of the surfaces of walls floors and ceilings serving only one Unit.

The Association shall be responsible for maintaining common water and sanitary sewer lines, and the sidewalks adjoining the Building.

The Association shall be responsible for management of the Common Elements; it shall not be responsible for management or operation of any Owner's Units.

The Board may employ personnel necessary for the maintenance, upkeep and repair of the Common Elements as is deemed necessary.

(c) **Standard of Maintenance and Repair.** The Empire Garage shall be maintained and repaired to keep the Building clean, well lighted, safe and in good repair. All equipment shall be kept in good working order.

12. **RESTRICTIONS ON USE.**

The following restrictions apply to use of all Units and Common Elements:

(a) **Maintenance and Repair.** Unit Owners shall promptly perform all maintenance and repair work within their own Units which, if omitted, would affect any Common Element, and each Unit Owner shall be responsible for all damages and liabilities created by such failure to maintain or repair.

(b) **Garbage.** All garbage and trash must be placed in the proper receptacles designated for refuse collection and no garbage or trash shall be placed elsewhere on any Common Element or outside any Unit.

(c) **Fire Prevention.** No Unit Owner shall perform any act or store anything within or immediately adjacent to the Owner's Unit, or Limited Common Elements used by the Owner, which might increase the rate of fire and other casualty insurance for the Building or increase the probability of fire as a result of such act or the storage of such items.

(d) **Unlawful Use.** No unlawful use shall be made of any Unit, the Common Elements, or any part thereof.

(e) **Signs.** All permanent signs must be approved by the Board, before installation, and must comply with the City of Billings sign ordinances. The Board may adopt guidelines for, or restrictions on, signs identifying a business occupying any Unit.

(f) **Hazardous Substances.** Storage of chemicals or hazardous substances shall not be permitted in any Unit or the Common Elements, except reasonable amounts of cleaning supplies.

(g) **Utility and Mechanical Rooms.** Access to the main power service room and the mechanical and utility rooms shall be restricted to the persons designated by the Board of Directors. Owners and tenants shall not enter any common mechanical or utility room, nor shall any Owner or tenant adjust or modify any pipe, line, valve, or equipment of any kind for providing heat, water, or other utilities, or adjust or modify elevator equipment, unless accompanied by a designee of the Board of Directors; except in an emergency threatening life or property.

(h) **No Smoking.** No smoking shall be permitted in the Building.

(i) **Block Access.** No Owner or tenant shall block access to another Owner's parking area or retail business or to a Common Element used by another Unit Owner. This provision does not include temporary parking of delivery vehicles in designated alley locations while loading or unloading.

(j) **Nuisances.** No nuisances shall be allowed on the property nor shall any use or practice be allowed which unduly disrupts the business of other Owners.

(k) **Prohibited Uses.** No Unit may be used for an adult bookstore, for an adult theater or massage parlor or for any sexually oriented business, as defined by the City of Billings Zoning Ordinances. Therapeutic massages may be offered only by massage therapists or other health care providers licensed by the State of Montana. No Unit may be used for a business which violates the applicable zoning ordinances of the City of Billings or any applicable covenants or restrictions on the use of the Unit. No Unit may be used for a residence. No Unit may be used for Outpatient facilities providing medical care and other services for persons with mobility impairments, or for any facilities that specialize in treatments or services for persons with mobility impairments, or for any other use which requires the availability of more than 12 handicapped parking places in the Parking Units.

(l) **Public Participation.** The Association, its members and its Board shall comply with all applicable Montana laws governing open meetings, inspection of records and rights of the

public to participate in the operation of local government.

13. RULES AND REGULATIONS.

Administrative rules and regulations concerning the use of the General Common Elements may be adopted and amended by the Board of Directors. Administrative rules and regulations concerning the use of the Limited Common Elements may be adopted and amended by the Directors elected by the Unit Owners responsible for assessments for those Limited Common Elements.

A copy of the current rules and regulations shall be provided to each Unit Owner by the Secretary of the Association, without cost, upon receipt of a request therefor.

14. LIABILITY OF THE ASSOCIATION AND UNIT OWNERS.

The Association shall not be liable to any Unit Owner or any tenant of any Owner for any failure to provide services paid for as a Common Expense, or for any uninsured injury or damage to person or property caused by the weather, or resulting from water, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment onto a Unit. The Association shall not be liable to any Unit Owner or any tenant of any Owner for uninsured loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Elements. This shall not be deemed to be a waiver of any liability between Unit Owners or tenants. No diminution or abatement of any assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Elements, or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any government authority. The Association shall not be liable to any Unit Owner or any tenant of any Owner for uninsured injury or damage to person or property caused by another Unit Owner. Any such liability shall be attributed solely to the responsible Unit Owner. The Association shall not be liable to any Unit Owner or any tenant of any Owner for uninsured personal injuries or uninsured injuries to property occurring on Common Elements.

15. AMENDMENT.

(a) These Bylaws and the Articles of Incorporation may be amended; provided, however, that the Bylaws and Articles of Incorporation shall always include those particulars required to be included therein by the Montana Unit Ownership Act. No amendment shall take effect unless: (i) approved by Members holding at least 75% of the votes, and 3 of the 4 Directors (each Director having one vote for this purpose); and (ii) until a copy of the Amendment, certified by the President and Secretary of the Association, is recorded in the office of the Clerk and Recorder of Yellowstone County, Montana, or with the Montana Secretary of State as applicable.

(b) The consent of Eligible Mortgage Holders who represent at least fifty-one (51%) percent of the votes of Units subject to mortgages held by Eligible Mortgage Holders shall be required for a change in any of the following:

- (i) Changes in insurance requirements; and
- (ii) Changes in any provisions which expressly benefit mortgage holders, insurers or guarantors.

16. BYLAWS ARE COVENANTS. The provisions of these Bylaws shall be covenants running with the land and shall be binding on all Owners, their successors, assigns and their tenants and guests, for so long as the real property described herein is subject to the provisions of the Montana Unit Ownership Act.

17. ENFORCEMENT AND WAIVER.

In the event the Board of Directors shall refuse to enforce the provisions of these Bylaws or the Declaration or duly adopted administrative Rules and Regulations, any Unit Owner shall have the right to do so on behalf of the Association.

Failure of the Association, its Board of Directors or any of its Members to enforce the provisions of these Bylaws or the Declaration or any administrative Rules and Regulations adopted by the Board shall not be deemed a waiver of the right to do so in the future.

The losing party in any lawsuit or arbitration proceeding brought to enforce these Bylaws or the Declaration shall be obligated to pay the reasonable attorney fees incurred by the prevailing party, together with costs incurred in the lawsuit or arbitration proceeding.

The Board of Directors is hereby authorized to adopt a schedule of fines for violation of any of the provisions of these Bylaws, and for violation of any additional administrative rules adopted by the Board pursuant to Section 13 above, and to assess such fines against all violating Owners. All fines shall be a lien on the Unit of the Owner against whom they are imposed and if unpaid, may be foreclosed in the same manner as a lien for Common Expenses, subject to the dispute resolution provisions set forth in Section 20 of the Declaration. The Owner of each Unit shall be responsible for fines resulting from the conduct of the Owner's lessees and tenants.

IN WITNESS WHEREOF, the undersigned, being the Owner of the property to which these Bylaws apply and being the Interim President and Secretary of the Association,, have executed this instrument as evidence of the adoption of the aforesaid Bylaws of the Association and hereby certify that the foregoing is a true and correct copy of the Bylaws of the Association.

DATED this _____ day of _____, 2013.

EMPIRE GARAGE OWNERS ASSOCIATION

By: _____

Thomas W. Hanel, Interim President

By: _____

Cari Martin, Secretary

STATE OF MONTANA)
 : ss.
County of Yellowstone)

On this _____ day of _____, 2013, before me, the undersigned, a Notary Public for the State of Montana, personally appeared THOMAS W. HANEL, known to me to be the Interim President of the EMPIRE GARAGE OWNERS ASSOCIATION, whose name is subscribed to the foregoing Bylaws and acknowledged to me that he executed the same.

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

(print or type name of notary)
Notary Public for the State of Montana
Residing in Billings, Montana
My Commission Expires: _____

(SEAL)

Alley Cat Investments, LLC

By: _____

Its: _____

Regular City Council Meeting

Meeting Date: 01/28/2013

TITLE: Amendment to Northern Hotel Development Agreement

PRESENTED BY: Bruce McCandless

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

In April, 2011, the City Council approved a development agreement with the Northern Hotel for a tax increment grant. The grant is intended to pay the Northern for some of the eligible tax increment expenses such as demolition, environmental remediation, building facade, landscaping, utilities, sidewalks, etc. The maximum amount of the grant is \$2.1 million over the tax increment district's life, or 2020, whichever is later. The annual payments begin after the hotel opens and are to be 45% of the "excess" increment. The "excess" is calculated by starting with the total, annual tax increment and deducting pre-approved expenses such as bond repayment, DBP agreement and the downtown safety program. The Northern has first position on the excess. Since the City is committing General Fund money to pay for the final project costs, which will be reimbursed when the City sells the retail units or by the tax increment district, the City requested that the Northern amend its development agreement so that it does not have first claim on the excess tax increment. The Northern has agreed to the amendment which would divide the Northern payment, with 50% going to the hotel and 50% to the City until the City General Fund loan is repaid.

ALTERNATIVES ANALYZED

The City Council may approve or not approve the amendment. If it does not approve the agreement, the Northern will retain its first position claim on tax increment excess and repaying the General Fund loan will take longer than anticipated.

FINANCIAL IMPACT

In 2011, the "excess" tax increment was estimated to be \$400,000 per year. The Northern is entitled to 45% of that remainder, or \$180,000. With the amendment, the Northern would receive \$90,000 and the City would retain \$90,000 in order to repay the General Fund loan for the garage project. If Council approves the amendment, the General Fund repayment will be faster than without the development agreement amendment.

RECOMMENDATION

Staff recommends that the City Council approve the amendment to the Northern Hotel development agreement.

APPROVED BY CITY ADMINISTRATOR

Attachments

Development agreement amendment

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT**

This First Amendment to Development Agreement (the “Amendment”) dated as of the ____ day of January, 2013, is made by and between **ZOOTIST HOTEL, LLC**, a Montana limited liability company whose address is 19 North Broadway, Billings, MT 59101 (the “Developer”), and the **CITY OF BILLINGS**, a municipality of the State of Montana whose address is 210 North 27th Street Billings, Montana 59103 (the “City”) (Developer and City are collectively the “Parties”).

WITNESSETH:

WHEREAS, the City and Developer entered into a Development Agreement dated May 31, 2011 in connection with Developer’s rehabilitation and redevelopment of the Northern Hotel (“Agreement”).

WHEREAS, pursuant to the Agreement, City agreed to reimburse Developer for certain Qualified Improvements for the Northern Hotel project on a periodic basis from Adjusted District Tax Increment Revenue as defined in the Agreement.

WHEREAS, City has authorized two loans, in the aggregate amount of \$3,200,000, from the City’s General Fund to the North 27th Tax Increment Fund for the Empire Garage project pursuant to Billings City Resolution 12-19234 (attached), which loans are to be reimbursed from District Tax Increment Revenue (such loans, in the original aggregate amount and excluding any extensions, increases or refinancing thereof, collectively the “Loans”).

WHEREAS, the Empire Garage project is intended in part to provide parking for the Northern Hotel and to benefit the Northern Hotel project which was declared as an urban renewal project pursuant to Montana Code Annotated, Title 7, Chapter 15, Sections 42 and 43, and Ordinance No. 11-5539.

WHEREAS, City and Developer wish to enter into an amendment to the Agreement whereby they will share equally in the Adjusted District Tax Increment Revenue otherwise allocated to reimburse Developer until such time as the Loans are repaid in full.

NOW THEREFORE, City and Developer agree, covenant and represent as follows:

1. Capitalized terms used herein shall be the same as such terms are defined the in the Agreement.

2. The Agreement is hereby amended to provide that any Annual Reimbursement Payment payable to Developer as determined pursuant to the Agreement shall be paid one-half to Developer and one-half to City, until such time as the original principal amount of the Loans, regardless of the source of repayment, is repaid in full.

3. Loan payments shall not reduce the total amount of reimbursement for Qualified Improvements that would otherwise be payable to Developer pursuant to the Agreement and following the repayment in full of the original principal amount of the Loans, regardless of the source of repayment, the Developer shall be entitled to the full Annual Reimbursement Payment, subject to the terms and conditions of the Agreement.

4. City and Developer acknowledge and reaffirm the provisions of the Agreement not modified or amended 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

“DEVELOPER”

By: _____

Its, _____

Regular City Council Meeting

Meeting Date: 01/28/2013

TITLE: Amendment to City-Zootist Option Agreement and Lease, Valet Parking and Skybridge

PRESENTED BY: Bruce McCandless

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

In April, 2011, the City and Zootist (Northern Hotel) agreed that the hotel could lease the existing garage that the City bought from the hotel until it was time to demolish it. The agreement also allows Zootist an option to purchase 187 parking spaces to replace the ones it lost by selling the existing garage and an option to purchase the 28th/Montana Ave. corner retail space. The option has to be exercised within 60 days following design approval. Given the pace of development this winter, 60 days is not acceptable, so the City staff and Zootist negotiated a 20 day period to exercise both options. Staff and Zootist also negotiated a shorter time for Zootist to vacate the garage so that demolition can occur early enough to not interfere with starting the new building construction in March.

The option agreement also requires that the City provide parking for the Northern's construction workers if the existing garage is demolished before the Northern's construction is done and for valet parking for up to 110 cars from the time that the Northern opens until the new garage is available for Northern guests and tenants. DBP and Parking staff have been working on these elements and recommend that the City's parking lot on Minnesota Avenue, east of 27th Street be designated as the interim construction and valet parking lot. Staff also recommends that the City contract with Zootist to provide the valet parking. The parking garage budget contains \$450,000 for that part of the project. The Northern has agreed to a total payment not to exceed \$420,000 for the valet parking. \$125,000 would be paid immediately to cover start-up costs and the remainder would be billed to the City monthly in 12 equal installments. Construction is planned to take 11-13 months. The remaining \$30,000 in the parking budget will be used to fence and restripe the parking lot and provide a small parking attendant structure.

Finally, a skybridge has been designed to connect the new Empire Garage and the Northern Hotel. City staff recommends that the City build and own the structure but that the Northern be responsible for its operations and maintenance. The skybridge serves only the hotel and will be a major entrance, so it is in the hotel's best interests to operate it and maintain it as part of their hotel operations. The City cannot guarantee that it will construct the skybridge because it is an element that could be eliminated from the project at a later time in order to save money that needs to be spent on more essential parts of the project. However, if the City builds the skybridge, this agreement would allow the Northern to operate and maintain it.

ALTERNATIVES ANALYZED

The City Council may approve the amendment, modify it and resubmit it to Zootist or it may disapprove the agreement with instructions for changes that it desires.

FINANCIAL IMPACT

The only financial impact is the cost of valet parking, which has been a known project expense since 2011.

RECOMMENDATION

Staff recommends that the City Council approve the amendment to the City-Zootist option agreement and lease, the valet parking proposal and the skybridge operation and maintenance proposal.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 01/28/2013

TITLE: Parameters Resolution for Tax Increment Urban Renewal Revenue Bonds for the Empire Garage Project

PRESENTED BY: Patrick M Weber

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The City Council has approved the construction of the Empire Parking garage and retail space on the corner of North 27th and Montana Avenue. The City has been working with DA Davidson to issue tax increment bonds to finance this project. The bond sale parameters will be set by Friday January 24th. The final Council memo and parameters resolution will be included in the Council's Friday packet.

ALTERNATIVES ANALYZED

The final pricing will be determined by the market on the day of the sale.

FINANCIAL IMPACT

Upon approval of the resolution, the City and DA Davidson will proceed with the bond sale.

RECOMMENDATION

Staff recommends that City Council approve the parameters resolution.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of a Resolution entitled: "RESOLUTION RELATING TO TAX INCREMENT URBAN RENEWAL REVENUE BONDS (EXPANDED NORTH 27TH STREET URBAN RENEWAL AREA), (TAX EXEMPT) SERIES 2013A AND TAX INCREMENT URBAN RENEWAL REVENUE BONDS (EXPANDED NORTH 27TH STREET URBAN RENEWAL AREA), (TAXABLE) SERIES 2013B; 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 [____], 2013, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

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

WITNESS my hand and seal officially this ____ day of [____], 2013

(SEAL)

City Clerk

RESOLUTION NO. _____

RESOLUTION RELATING TO TAX INCREMENT URBAN RENEWAL REVENUE BONDS (EXPANDED NORTH 27TH STREET URBAN RENEWAL AREA), (TAX EXEMPT) SERIES 2013A AND TAX INCREMENT URBAN RENEWAL REVENUE BONDS (EXPANDED NORTH 27TH STREET URBAN RENEWAL AREA), (TAXABLE) SERIES 2013B; 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 and Authorization.

1.01. Under the provisions of Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended (the “Act”), the City is authorized to create urban renewal areas, prepare and adopt an urban renewal plan therefor and amendments thereto, undertake urban renewal projects therein, provide for the segregation and collection of tax increment with respect to property taxes collected in such areas, issue its bonds to pay the costs of such projects and to refund bonds previously issued under the Act and pledge to the repayment of the bonds the tax increment and other revenues derived from projects undertaken within the urban renewal area.

1.02. Pursuant to the Act and Ordinance No. 05-5333 adopted on July 11, 2005, the Council created the North 27th Street District Urban Renewal Area as an urban renewal district, and approved the North 27th Street Urban Renewal Plan (the “North 27th Street Plan”) for the District (as hereinafter defined) containing a tax increment financing provision all as set forth in Ordinance No. 05-5333. The Council adopted Ordinance Nos. 06-5394 and 08-5483 on November 13, 2006 and December 8, 2008, respectively, which expanded the boundaries of the District and amended the North 27th Street Plan to create the Expanded North 27th Street Urban Renewal Area – 2008 (the “District”).

1.03. In adopting the North 27th Street Plan, the City noted the need for additional public parking in the District, and the North 27th Street Plan contemplates the development of additional parking in the District. In addition, the North 27th Street Plan determined it necessary to use tax increment financing to encourage private reinvestment within the District, and provided for the segregation of the tax increment received in the District. The North 27th Street Plan further contemplates the use of tax increment received in the District to finance the costs of development projects approved by the Council, including issuing bonds secured by the tax increment, as a way of encouraging private investment, and development and redevelopment in the District.

1.04. Following a duly noticed public hearing and pursuant to Ordinance No. [_____] adopted July [11], 2011, the City declared as an Urban Renewal Project under the Act the design and construction of a parking garage and retail space on the corner of North 27th Street and Montana Avenue (the “Empire Parking Garage”), including the acquisition of land therefor, and

declared its intention to issue tax increment bonds payable from tax increment received in the District in order to finance the Empire Parking Garage.

1.05. There are no other bonds or other obligations of the City payable from tax increment received in the District, except the obligation of the City pursuant to the Development Agreement dated as of May 31, 2011 with Zootist Hotel, LLC (“Zootist”) to reimburse Zootist a on subordinate lien basis from tax increment revenues of the District for the costs of certain Qualified Improvements to the Northern Hotel Property. The estimated costs of the Qualified Improvements is \$2,180,827. The City’s obligation to reimburse Zootist is dependent upon completion of the Northern Hotel Project and completion of the Qualified Improvements and is limited to the actual costs of the Qualified Improvements, not to exceed \$2,180,827 or the Maximum Reimbursement Amount (as hereinafter defined). The Maximum Reimbursement Amount is calculated based on 33% of the difference between \$2,110,130 (the 2010 assessed value of the Northern Hotel located in Billings Original Townsite 613, Block 109, Lots 8-12) and the assessed value of the same property including improvements thereon in the first full tax year following completion of the Northern Hotel. [**confirm terms of reimbursement**]

1.06. Based on District tax increment of \$[_____] received in 2012 and projected District tax increment of \$[_____] to be received in 2013, the City estimates that the District tax increment will be at least \$[_____] per year. Based on the findings and recommendations of Springsted Incorporated, the City’s Financial Advisor, the City can issue and pay annual debt service on approximately \$[_____] of bonds. Costs of the Empire Parking Garage in excess of the proceeds of such bonds will be paid from tax increment funds on hand, [**loans from the City’s general fund**], and proceeds from the sale of parking spaces and the retail space in the Empire Parking Garage to private persons.

Section 2. Authorizations. Pursuant to the authority and findings recited in Section 1, it is hereby determined that it is in the best interests of the City to offer for sale its Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area), (Tax Exempt) Series 2013A (the “Series 2013A Bonds”) and its Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area), (Taxable) Series 2013B (the “Series 2013B Bonds” and, together with the Series 2013A Bonds, the “Series 2013 Bonds”), in the maximum aggregate principal amount of \$[_____] , for the purpose of financing the Empire Parking Garage, funding a deposit to a debt service reserve account for the Series 2013 Bonds, and paying costs of issuance of the Series 2013 Bonds, as determined by the officers of the City identified pursuant to, and subject to the limitations set forth in, Section 3. [**The Series 2013 Bonds will be payable prior to the reimbursement to Zootist described in Section 1.05.**]

Section 3. Parameters and Terms of Sale. This Council hereby determines that it would be in the best interests of the City to sell the Series 2013 Bonds through a negotiated sale to D.A. Davidson & Co., of Great Falls, Montana (the “Purchaser”).

The Series 2013 Bonds shall be sold to the Purchaser on terms and at a purchase price within the following limitations: (1) the maximum aggregate principal amount of the Series 2013 Bonds, exclusive or original issue discount or premium, shall not exceed \$[_____]; (2) the purchase price of the Series 2013A Bonds shall not be less than [__]% of the principal

amount thereof and the purchase price of the Series 2013B Bonds shall not be less than [__]% of the principal amount thereof, in each case exclusive of original issue discount or premium; (3) the average annual interest rate on the Series 2013A Bonds shall not exceed [__]% and the true interest cost on the Series 2013B Bonds shall not exceed [__]%; and (4) the final stated maturity of the Series 2013 Bonds shall not be later than [_____]. All costs of issuing the Series 2013 Bonds (including, without limitation, the fees and expenses of bond counsel, the fees of the paying agent and registrar, the Preliminary and final Official Statement costs, and the costs of printing the Series 2013 Bonds) shall be paid by the City.

The City Administrator and the City Finance Director in consultation with Springsted Incorporated are hereby authorized and directed to approve the principal amount of the Series 2013A Bonds and the Series 2013B Bonds, the maturity dates, interest rates and redemption provisions of the Series 2013 Bonds and compensation to the Purchaser, subject to the limitations contained in this Article 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 Series 2013 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 Series 2013 Bonds and the agreement of the City to sell the Series 2013 Bonds on such terms in accordance with the provisions thereof.

The form of the Series 2013 Bonds and the security therefor shall be prescribed by a subsequent resolution to be adopted by this Council.

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 Series 2013 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 Series 2013 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.

PASSED AND APPROVED by the City Council of the City of Billings, Montana, this [__]day of [_____], 2013.

Mayor

Attest: _____
City Clerk