CITY OF BILLINGS

CITY OF BILLINGS VISION STATEMENT:

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

AGENDA

COUNCIL CHAMBERS **April 8, 2013** **6:30 P.M.**

CALL TO ORDER: Mayor Hanel

PLEDGE OF ALLEGIANCE: Mayor Hanel

INVOCATION: Councilmember Astle

ROLL CALL: Councilmembers present on roll call were:

MINUTES: March 25, 2013

COURTESIES:

PROCLAMATIONS:

ADMINISTRATOR REPORTS - TINA VOLEK

PUBLIC COMMENT on "NON-PUBLIC HEARING" Agenda Items: #1 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. **Cargo Ramp Slot Four Expansion Project** for Billings Logan International Airport. (Opened 3/26/13) Recommend Knife River; $2,212,754.

      2. **W.O. 09-20, Rimrock Road Improvements - Forsythia Boulevard to Shiloh Road.** (Opened 3/26/2013) Recommend Knife River - Billings; $3,948,432.50.

      3. **W.O. 13-03, #2, 2013 Street Mainenance Program, City Chip Seal.** (Opened 3/26/13) Recommend Knife River; $839,252.35.

4. **W.O. 13-05, IT Conduit to 911 Center.** (Opened 3/26/13) Recommend delay of award until April 22, 2013.

B. **Consulting Agreement** with Kittelsen & Associates - 2014 Billings Urban Long Range Transportation Plan, estimated cost $174,924.

C. **Approve** Library Board's recommendation to rename the new Library "Billings Public Library."

D. **Approve** additional funding for Homeword's Pheasant Home Project - $95,191; and **approve** updated Development Agreement.

E. **Downtown Revolving Loan Fund Modification** for Venture Theatre, $72,356.79.

F. **Approve** MET Transit's Updated Title VI Program.

G. **Acknowledging Receipt of Petition to Annex #13-03:** Approximately 1.6 acres in Parcel 1, Certificate of Survey 1706, generally located on the southeast corner of the intersection of Bench Boulevard and Yellowstone River Road; Ryan and Jodi Rookhuizen Family Trust, owner and petitioner; and setting a public hearing for 4/22/13.

H. **Acknowledging Receipt of Petition to Annex #13-04:** A portion of existing Tract 2, Certificate of Survey 3295, composed of about 2 acres, located on the north side of Grand Avenue, just west of the intersection of Grand Avenue and 48th Street West; Mary Beth Gregory, owner and petitioner; and setting a public hearing for 4/22/13.

I. **Acknowledging Receipt of Petition to Vacate** Reflections Circle within Reflections at Copper Ridge Subdivision, 3rd Filing; Copper Ridge Development Corporation, petitioner; and setting a public hearing for 5/13/13.

J. **Acceptance of Utility Right-of-Way Easement** for property located at 2450 South 32nd Street West, Berry Y & V Fabricators, LLC, owners, at no cost to the City.

K. **Acceptance of Quitclaim Deed** for Lot 9, Block 1, Grand Peaks Subdivision, 2nd Filing, from J & S Development, at no cost to the City.

L. **Subordination of Housing Rehabilitation Loan** for Katja Zimmerman, $13,128.

M. **Resolution of Intent** to refund Special Improvement District 1385 Bonds and set a public hearing for 4/22/13.

N. **Second/Final Reading Ordinance for Zone Change #907:** A zone change from Agriculture Open-Space (A-1) to Controlled Industrial on 2 parcels of land described as C/S 2587, Tract 1 and C/S 3329, Tract 1, a 97.3 acre parcel of land, generally located northwest of the intersection of Gabel Road and Hesper Road at 3815 Hesper Road. Industrial Planning Associations, LP, owner; Rick Selensky, P.E. of Dowl HKM, agent. On a 2-2 vote, Zoning Commission forwards no recommendation.

O. **Second/Final Reading Ordinance for Zone Change #908:** A zone change from Agriculture Open-Space (A-1) to Highway Commercial (HC) on an unplatted 63.32-acre parcel of land generally located south of the King Ave. West interchange with Interstate 90 and addressed as 1228 and 1236 Mullowney Lane. Elizabeth Zeiler, owner. Approval of the zone change and adoption of the determinations of the 10 criteria.

P. **Preliminary Subsequent Minor Plat** of Amended Lot 11A, Block 1, Zimmerman Trail Subdivision, approximately 2.33 acres of land on the south side of Highway 3, just east of Zimmerman Trail. Kincaid Land, LLC, owner; Sanderson Stewart, agent; conditional approval of the plat and adoption of the Findings of Fact.

Q. **Bills and Payroll:**

1. March 11, 2013

2. March 18, 2013

REGULAR AGENDA:

2. **PUBLIC HEARING AND RESOLUTION** ordering improvements identified in W.O. 13-02, Miscellaneous/Developer Related Project. Staff recommends approval. (**Action:** approval or disapproval of staff recommendation.)

3. **PUBLIC HEARING AND SITE DEVELOPMENT ORDINANCE VARIANCE #CC-13-02:** A variance from Section 1208(h)(5) pertaining to the number of curb cuts on Lot 1, Block 2A and Lots 1 & 2, Block 3, Foxtail Village Subdivision, 2nd Filing, located on Foxtail Lane and Foxtail Loop West. Cal Kunkel, Developer; Sanderson Stewart, Agent. 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.

Consent **1. A. 1.**

Regular City Council Meeting

Meeting Date: 04/08/2013

TITLE: Bid Award for the Cargo Ramp Slot Four Expansion Project for Billings Logan International Airport

PRESENTED BY: Tom Binford

Department: Airport

Information

PROBLEM/ISSUE STATEMENT

The Airport's approved Capital Improvement Program includes the Cargo Ramp Slot Four Expansion Project. FedEx recently changed the aircraft it uses at Billings from B-727s to B-757s. The 757 is a larger aircraft and to accommodate its arrival, Airport staff required the shuffling of space on the west end cargo ramps so that both UPS and FedEx could operate in the same area, even though at times it is extremely crowded. The current arrangement is not an adequate long term solution for either cargo carrier. Given the important service that these two large cargo operators provide the community, it is crucial that their operations have the space and facilities necessary to operate efficiently during their twice daily freight sorting operations at the Airport. Subsequently, the best remedy is to build another large aircraft concrete ramp next to the existing west end ramps. This will provide the space needed to separate the two cargo operations and allow FedEx to consolidate its operations into one location, which they currently cannot do. Included in this project is 42,000 square feet of new 16 inch thick concrete ramp to accommodate parking for large jet aircraft and 110,000 square feet of 8 inch asphalt pavement for smaller aircraft and equipment parking. The project will also provide new taxiway lighting and storm water drainage, including new slotted drains and storm drainage piping. The project was advertised in the Billings Times on March 7, 14, and 21, and was posted on the City's Website. On Tuesday, March 26, 2013, the following bids for this project were received.

CONTRACTOR	BID
Knife River	$2,212,754
Riverside	$3,833,170
Engineer's Estimate	$2,624,790

ALTERNATIVES ANALYZED

The City Council may:

- Approve the award for the Cargo Ramp Slot Four Expansion Project; or
- Decline the bid award, reject all bids, and delay the Cargo Ramp Expansion Project.

FINANCIAL IMPACT

The total construction cost for this project is $2,212,754. Funding for this project is available in the Airport's capital account and will be reimbursed with a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant for 90% of the cost in the 2014 AIP grant process. The Federal share will be $1,991,479 and the City's match will be $221,275.

RECOMMENDATION

Staff recommends the City Council approve the award of the Cargo Ramp Slot Four Expansion Project to the low bidder, Knife River, for the amount of $2,212,754.

APPROVED BY CITY ADMINISTRATOR

Consent **1. A. 2.**

Regular City Council Meeting
Meeting Date: 04/08/2013
TITLE: W.O. 09-20 Rimrock Road, Forsythia Boulevard to Shiloh Road
PRESENTED BY: David Mumford
Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

Bids were received for the W.O. 09-20 Rimrock Road, Forsythia to Shiloh Rd., project on March 26, 2013. The project includes street reconstruction with turn lanes, pavement overlay, curb/gutter, sidewalk, drive approaches, street lighting, traffic signal installation, and water/storm improvements.

ALTERNATIVES ANALYZED

The Council may:

• Award the construction contract for W.O. 09-20 Rimrock Road, Forsythia to Shiloh, to Knife River - Billings in the amount of $3,948,432.50; or
• Reject all bids and do not award a construction contract for W.O. 09-20.

FINANCIAL IMPACT

The City received two (2) bids for this project. The engineer's estimate was $4,426,767.60. The bids were as follows:

Contractor	Total Construction Bid
Knife River - Billings	$3,948,432.50
CMG Construction, Inc.	$4,649,884.00

The proposed project will be funded with Property Assessments, Arterial, Water, and Gas Tax funds.

The following is a breakdown of the costs of the $4,689,000 allocated for this project:

Expense	**Amount**
Previously Encumbered	$331,420.00
Construction (This Contract)	$3,948,432.50
Remaining Funds Available	**$133,147.50**

Remaining funds will be used for construction administration, construction staking, change orders, materials testing, inspection, and other administrative costs.

RECOMMENDATION

Staff recommends that Council award the contract for Work Order 09-20 Rimrock Road, Forsythia to Shiloh, to Knife River - Billings in the amount of $3,948,432.50.

APPROVED BY CITY ADMINISTRATOR

Consent **1. A. 3.**

Regular City Council Meeting
Meeting Date: 04/08/2013
TITLE: Bid Award: W.O. 13-03, Contract #2, City Chip Seal
PRESENTED BY: David Mumford
Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

This project is part of the ongoing 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 a chip seal on approximately 20 miles of streets throughout the City. An attached map shows the locations of the proposed work.

Staff opened bids on March 26, 2013, for the Work Order 13-03, City Chip Seal. The contract was advertised on March 7th, 14th, and 21st in the Billings Times and on the City's website. Three bids were received for this project and Knife River submitted the lowest responsible bid.

ALTERNATIVES ANALYZED

The Council may:

- Award W.O. 13-03, City Chip Seal to Knife River in the amount of $839,252.35 ; or
- Not award a contract and reject all bids. If this project is not awarded, the deferred maintenance of City streets will increase.

FINANCIAL IMPACT

The following bids were received and evaluated:

Contractor	Bid Amount
Knife River	$839,252.35
Hardrives Construction	$847,787.02
Intermountain Slurry Seal	$930,838.27

The funding for the project was budgeted in FY13 and the source is gas tax funds.

Project Budget	$2,600,000.00
Previously Encumbered	$1,311,255.89
This Contract	$839,252.35
Budget Remaining	$449,491.76

RECOMMENDATION

Staff recommends the City Council award a contract for W.O. 13-03, City Chip Seal to Knife River in the amount of $839,252.35.

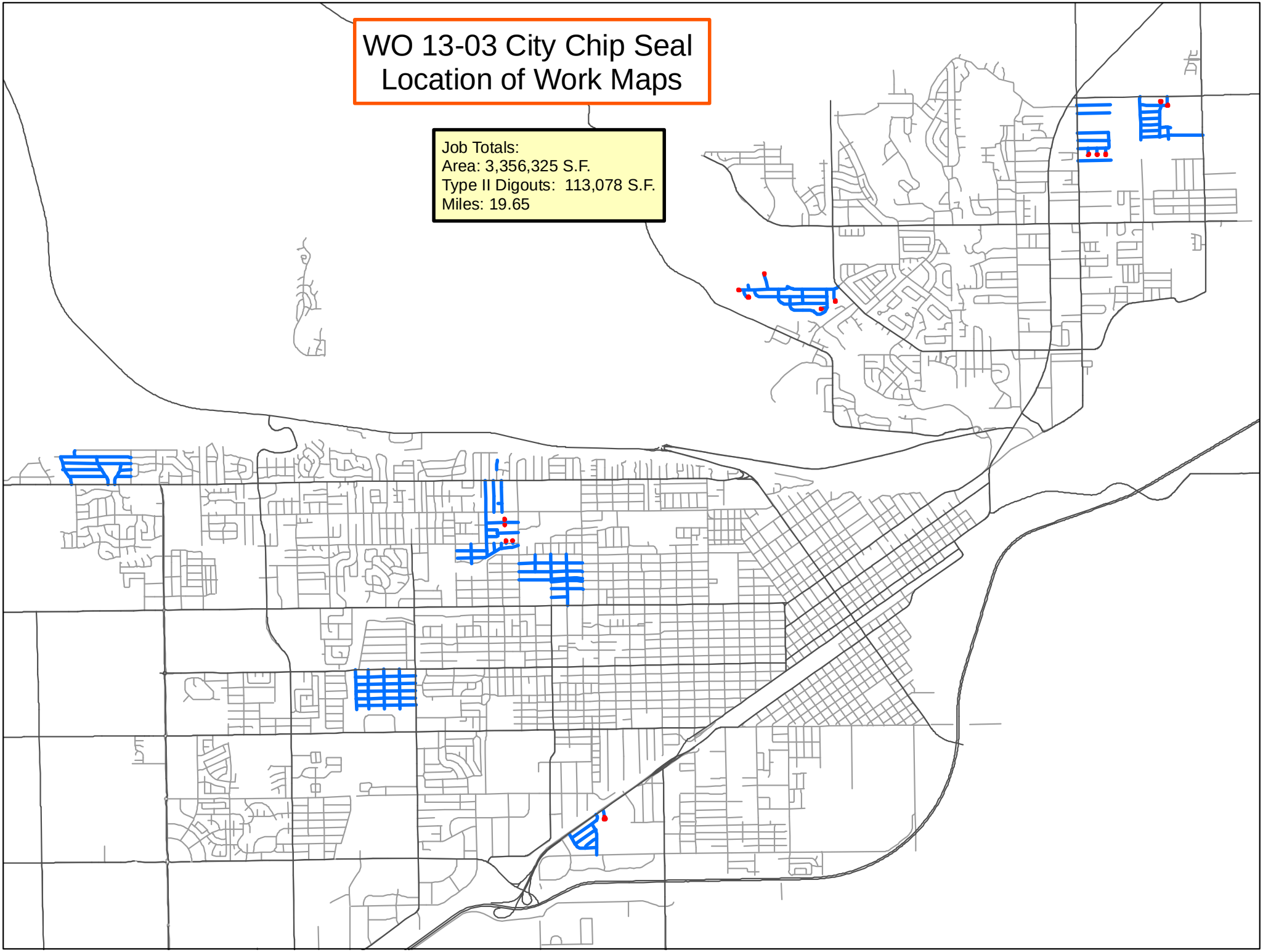
APPROVED BY CITY ADMINISTRATOR

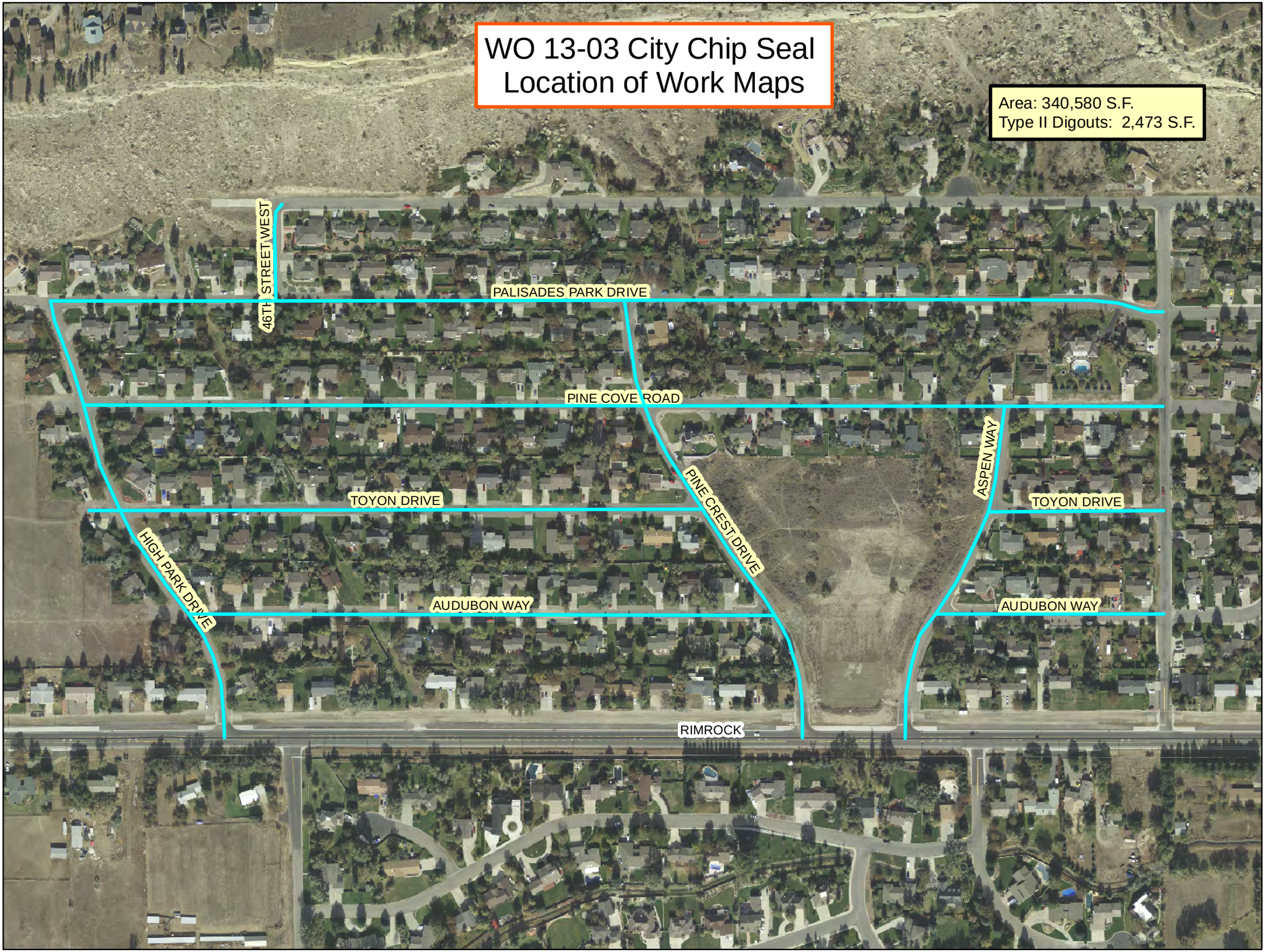
Attachments

2013 Chip Seal Location of Work Maps

WO 13-03 City Chip Seal
Location of Work Maps

Job Totals:
Area: 3,356,325 S.F.
Type II Digouts: 113,078 S.F.
Miles: 19.65




WO 13-03 City Chip Seal
Location of Work Maps
Area: 340,580 S.F.
Type II Digouts: 2,473 S.F.
46TH STREET WEST
PALISADES PARK DRIVE
PINE COVE ROAD
TOYON DRIVE
HIGH PARK DRIVE
PINE CREST DRIVE
ASPEN WAY
TOYON DRIVE
AUDUBON WAY
AUDUBON WAY
RIMROCK

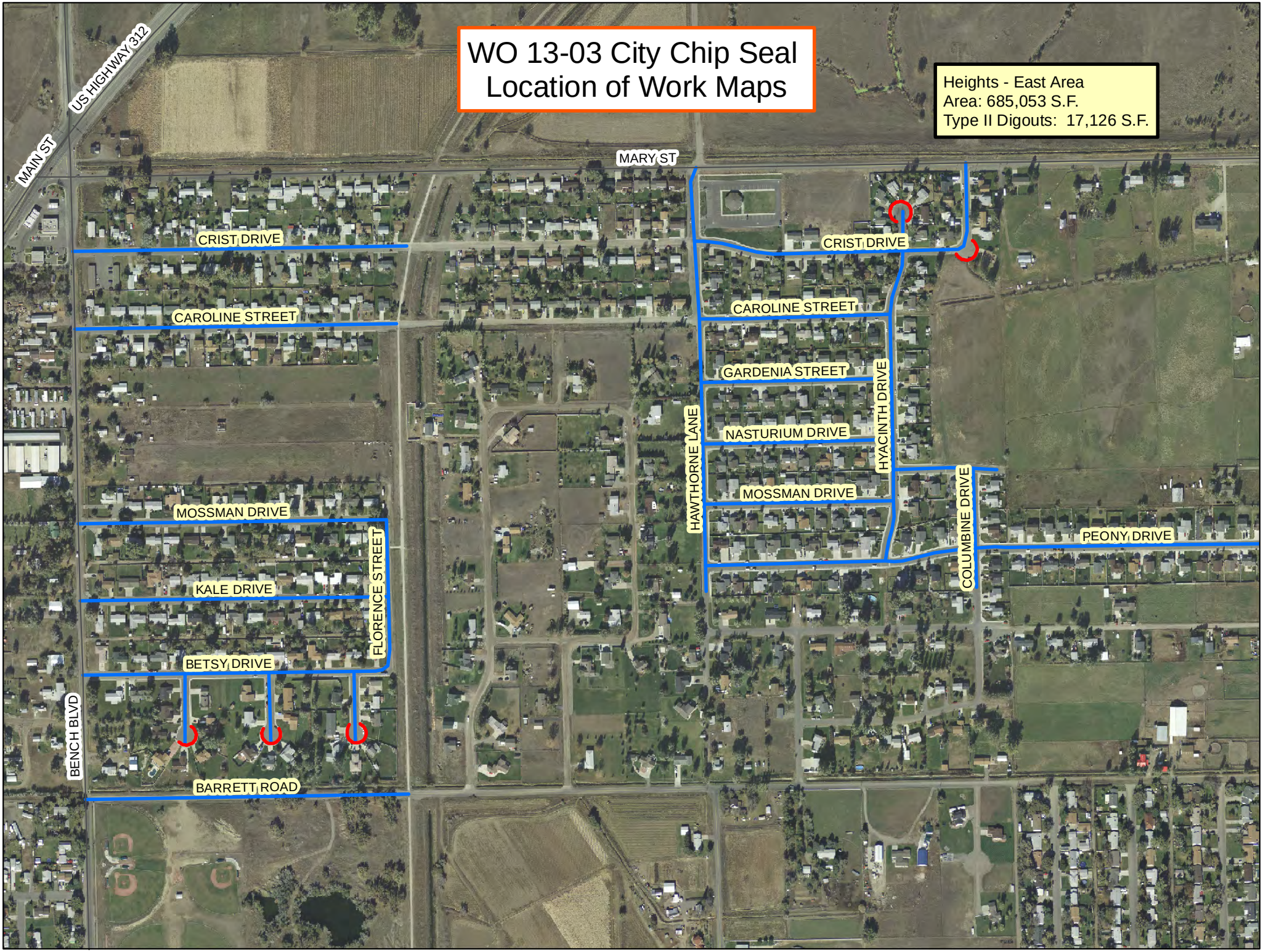
WO 13-03 City Chip Seal
Location of Work Maps
Descro Subdivision Area
Area: 594,441 S.F.
Type II Digouts: 10,343 S.F.
BROADWATER AVE
CUSTER AVENUE
TERRY AVENUE
MILES AVENUE
HOWARD AVENUE
COOK AVENUE
28TH STREET WEST
27TH STREET WEST
25TH STREET WEST
24TH ST W

THOUSAND OAKS
RIMROCK RD
TERRACE DRIVE
AUGUSTA LANE
17th Street West
HOOVER AVENUE
IRIS LANE
NORTH MARIPOSA LANE
MARIPOSA LANE
SOUTH MARIPOSA LANE
BEVERLY HILL BOULEVARD
SOLOMAN AVENUE
PARKHILL DRIVE
Midtown Area
Area: 470,304 S.F.
Type II Digouts: 53,684 S.F.
WO 13-03 City Chip Seal
Location of Work Maps

16TH STREET WEST
15TH STREET WEST
14TH STREET WEST
AVENUE F
AVENUE E
AVENUE D
AVENUE D
AVENUE C
AVENUE B
17th Street West
15TH ST W
GRAND AVE
WO 13-03 City Chip Seal
Location of Work Maps
Parkhill Area
Area: 504,288 S.F.
Type II Digouts: 12,607 S.F.

WO 13-03 City Chip Seal
Location of Work Maps
DANIEL ST
LAUREL RD
MACARTHUR AVENUE
BERG AVENUE
PATTON AVENUE
NIMITZ DRIVE
MARSHALL DRIVE
HAL ROAD
Streeter Brothers Sub Area
Area: 180,684 S.F.
Type II Digouts: 2,320 S.F.

WO 13-03 City Chip Seal
Location of Work Maps
Terrace Estates Sub Area
Area: 580,975 S.F.
Type II Digouts: 14,524 S.F.
MARIAS DRIVE
KOOTENAI AVENUE
CONSTITUTION AVENUE
GOVERNORS BLVD
CALICO AVENUE
FANTAN STREET
KENO STREET
GINGER AVENUE
SILVER DOLLAR CIRCLE
SENORA AVENUE
ALKALI CREEK RD


WO 13-03 City Chip Seal
Location of Work Maps
Heights - East Area
Area: 685,053 S.F.
Type II Digouts: 17,126 S.F.
US HIGHWAY 312
MAIN ST
MARY ST
CRIST DRIVE
CAROLINE STREET
GARDENIA STREET
NASTURIUM DRIVE
MOSSMAN DRIVE
HAWTHORNE LANE
HYACINTH DRIVE
COLUMBINE DRIVE
PEONY DRIVE
FLORENCE STREET
KALE DRIVE
BETSY DRIVE
BENCH BLVD
BARRETT ROAD

Consent **1. A. 4.**

Regular City Council Meeting
Meeting Date: 04/08/2013
TITLE: Bid Award: W.O. 13-05 IT Conduit to 911 Center
PRESENTED BY: David Mumford
Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

Staff opened bids on March 26, 2013, for W.O. 13-05 IT Conduit to 911 Center. This project will construct conduit from the MET Transfer Center to the Parks and Recreation Building and the 911 Center with an option to provide conduit to the Public Works Depot Building. The conduit will allow the city to run new fiber optic lines to each of these buildings from City Hall. In order to allow adequate time to review the bids, staff recommends that the Council delay awarding a contract until the April 22, 2013 City Council meeting.

ALTERNATIVES ANALYZED

The Council may:
• Delay award of Work Order 13-05 IT Conduit to 911 Center until the April 22 City Council meeting; or
• Reject all bids and not award Work Order 13-05 IT Conduit to 911 Center.

FINANCIAL IMPACT

Funding for Work Order 13-05 IT Conduit to 911 Center is from IT reserve funds with a contribution from Yellowstone County. The project was bid on March 26 and the results of that bid will be presented for award recommendation at the April 22, 2013, City Council meeting.

RECOMMENDATION

Staff recommends that Council delay award of a construction contract for Work Order 13-05 IT Conduit to 911 Center until the April 22, 2013, Council meeting to give staff time to review the bids.

APPROVED BY CITY ADMINISTRATOR

Consent **1. B.**

Regular City Council Meeting

Meeting Date: 04/08/2013

TITLE: Consulting Agreement with Kittelsen & Associates - 2014 Billings Urban Long Range Transportation Plan

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

The Yellowstone County Board of Planning (YCBP) is the designated Metropolitan Planning Organization (MPO) for the Billings Urban Area. The YCBP is required to develop a Long Range Transportation Plan every four years to meet the requirements of the Federal Highway Administration. The previous transportation plan was updated in 2009, but a full re-write of the plan is now required to ensure the plan is in alignment with local, State, and Federal transportation planning efforts and requirements.

Through a competitive RFP and selection process conducted in February and March 2013, Kittelsen & Associates is the recommended consultant to complete the 2014 Billings Urban Area Long Range Transportation Plan. The scope of work includes elements to bring the plan into compliance with all MAP-21 requirements. Some of the elements included within the plan development include: updating all required elements identified in the MAP-21 Transportation Bill, review and update the short and long range transportation projects and update and expand the freight, rail, and transit sections. To maintain the schedule for the Transportation Plan, the contract requires the Scope of Work and Document package to be completed in draft form by December 31, 2013. The entire scope of work is outlined in detail within Exhibit A of the Consultant Agreement.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the agreement as proposed
- Direct staff to negotiate specific changes with Kittelsen & Associates and return a revised agreement
- Not approve the agreement, which would jeopardize future transportation planning and construction funding.

FINANCIAL IMPACT

The estimated cost of this transportation plan is $174,924. The costs are detailed in Exhibit B of the consultant agreement. The source of funding is through the Billings Urban Area Metropolitan Planning Organization's Federal PL (planning) funds administered by the City-County Planning Division. The funding for this project was included in the 2013 Unified Planning Work Program that the Division develops in coordination with the Yellowstone County Board of Planning (MPO) and the Policy Coordinating Committee made up of representatives of the City, County, Planning Board, and Montana Department of Transportation.

RECOMMENDATION

Staff recommends that the City Council approve the Consultant Agreement with Kittelsen & Associates to conduct the 2014 Billings Urban Area Long Range Transportation Plan.

APPROVED BY CITY ADMINISTRATOR

Attachments

Consultant Agreement

CONSULTANT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2013, by and between the **CITY OF BILLINGS, MONTANA,** a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "**CITY**," and Kittelson & Associates, Inc., 101 South Capitol Boulevard, Suite 301, Boise, Idaho 83702, hereinafter referred to as "**CONSULTANT**."

WITNESSETH:

WHEREAS, the **CITY** proposes to obtain information regarding the development of a 2014 Billings Urban Area Long Range Transportation Plan and desires to hire **CONSULTANT** as an independent contractor to perform the services as described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof.

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

WHEREAS, the **CONSULTANT** represents that he/she is fully qualified to perform such services personally and is in compliance with the Montana Statutes relating to the provisions of such services.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. PURPOSE: CITY agrees to hire **CONSULTANT** as an independent contractor to perform the services as described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof. In performing these services, the **CONSULTANT** shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

2. TERM: This **AGREEMENT** shall be for a period of 15 months, from the execution of this **AGREEMENT**. This **AGREEMENT** may be extended for 1-six month option by mutual agreement of both parties, in writing, thirty (30) days prior to termination.

3. **PAYMENT**: In consideration of the services provided by the **CONSULTANT** under this **AGREEMENT**, the **CITY** agrees to pay **CONSULTANT** a price not to exceed $174,924.37 as described in the Project Cost attached hereto as Exhibit "B".

In the event scope of work issues arise, the **CONSULTANT** shall immediately discuss them with the Project Manager for the **CITY**. It is understood that the Consultant will not perform any work that the **CITY** deems outside the scope prior to receiving written approval from the **CITY**, and at a rate agreed upon by both parties. Any payment for work not agreed upon by the **CITY** shall be denied.

CONSULTANT, shall invoice City monthly for the percentage of the work completed by the **CONSULTANT. CITY** shall pay undisputed invoices within thirty (30) days of the invoice date and may deduct five percent (5%) from each 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 invoice by the **CITY**, and determination has been made by the **CITY** that the scope of work has been satisfactorily completed.

4. **INDEPENDENT CONTRACTOR STATUS:** The parties agree that **CONSULTANT** is an independent Contractor for purposes of this **AGREEMENT** and is not to be considered an employee of the **CITY** for any purpose. **CONSULTANT** is not subject to the terms and provisions of the **CITY's** personnel policies handbook and may not be considered a **CITY** employee for workers' compensation or any other purpose. **CONSULTANT** is not authorized to represent the **CITY** or otherwise bind the **CITY** in any dealings between **CONSULTANT** and any third parties.

5. **INDEMNITY AND INSURANCE:**

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 **AGREEMENT**.
B. The Consultant agrees to indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Consultant or its agents or employees.
C. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both Billings and the Consultant, the 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 **AGREEMENT**.

D. The **CONSULTANT** shall maintain in good standing the insurance described in this Section. Before rendering any services under this **AGREEMENT**, the **CONSULTANT** shall furnish the **CITY** with proof of insurance in accordance with this Section.

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 -- $750,000 per claim and $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.

Each policy of insurance required by this Section shall provide for no less than 30 days' advance written notice to the **CITY** prior to cancellation. CONSULTANT may use an Excess Limits policy that drops down and follows form to meet the required insurance limits.

The **CITY** 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.

CONSULTANT shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. **CONSULTANT** shall maintain workers' compensation insurance coverage for all members and employees of **CONSULTANT's** business, except for those members who are exempted as independent **CONSULTANTs** under the provisions of §39-71-401, MCA.

CONSULTANT shall furnish **CITY** with copies showing one of the following: **(1)** proof of registration as a registered Contractor under Title 39, Chapter 9, MCA; **(2)** a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or **(3)** proof of exemption from workers' compensation granted by law for independent Contractors.

6. AGREEMENTS OF CONSULTANT: As an inducement to the execution of this **AGREEMENT** by the **CITY** and in consideration of the agreements to be performed by the **CITY**, the **CONSULTANT** agrees that:

A. Qualifications

The **CONSULTANT** is qualified to perform the services to be furnished under this **AGREEMENT** and is permitted by law to perform such services, and all personnel engaged in the work shall be qualified and so permitted to do the work they perform.

B. Solicitation of Agreement

The **CONSULTANT** has not employed any person to solicit this **AGREEMENT** and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, or other compensation in connection with the procurement of this **AGREEMENT**.

C. Facilities and Personnel

The **CONSULTANT** has and will continue to have proper facilities and personnel to perform the services and work agreed to be performed.

D. Subcontracting

None of the work or services covered by this **AGREEMENT** shall be subcontracted without the prior approval of the **CITY**.

E. Affidavits of Compliance

The **CONSULTANT** will, if requested by the **CITY**, furnish the **CITY** affidavits certifying compliance with the provisions of this Section.

7. AGREEMENTS OF CITY:

A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the City of 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 the City of Billings. For this project, the Project Manager for **CONSULTANT** designated is Andrew J. Daleiden and the Project Manager for **CITY** designated is Scott Walker.

8. 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 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 that the **CITY** 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 **AGREEMENT**, so as to be binding upon every such sub-consultant or vendor of the **CONSULTANT** under this **AGREEMENT**.

E. The **CONSULTANT** shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination (Exhibit "C").

9. 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 **AGREEMENT**. All actions taken by the **CONSULTANT** under this **AGREEMENT** shall comply with all applicable statutes, ordinances, rules and regulations. The **CONSULTANT** shall pay all taxes pertaining to its performance under this **AGREEMENT**.

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

11. **DECLARATION OF NO FINANCIAL INTEREST:** The **CONSULTANT** hereby declares that he does not have any interest (including that of real estate agent or broker), direct or indirect, present or prospective, in any property described in Section 1 or in its sale, or any other interest, whether or not in connection with the property, which would conflict in any manner or degree with the performance of the services and the submission of impartial reports, and has not employed and will not employ, in connection with the services to be furnished under this **AGREEMENT**, any person having any such interest. Until the property is acquired by the **CITY** or excluded from its project by resolution of its governing body, the **CONSULTANT** and any employees of the **CONSULTANT**, so long as they are employed by the **CONSULTANT**, will not acquire any such interests and will not, for their own account or for other than the **CITY**, negotiate for any of the property, perform services in connection with the property, or testify voluntarily as a witness in a condemnation or other proceeding with respect to the property.

12. **SUCCESSORS AND ASSIGNS:** This **AGREEMENT** and all of the covenants hereof shall inure to the benefit of and be binding upon the **CITY** and the **CONSULTANT** respectively and his partners, successors, assigns, and legal representatives. Neither the **CITY** nor the **CONSULTANT** shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.

13. **CHANGES IN WORK:** Any change in the scope of **CONSULTANT'S** services as stated in this **AGREEMENT** for whatever reason, will be negotiated between the **CITY** and the **CONSULTANT** and an amendment to this **AGREEMENT** will be issued with the appropriate change of services and **AGREEMENT** fee noted.

14. **LEGAL RELATIONS:** The **CONSULTANT** shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done.

15. **TERMINATION OF AGREEMENT:** The right is reserved by the **CITY** to terminate this **AGREEMENT** at any time upon not less than thirty (30) days written notice to the **CONSULTANT**. If one of the parties fails to comply with the terms and conditions of the Agreement, written notice may be provided describing the default. If the defaulting party fails to cure and correct the claimed default within a reasonable period specified in the notice, the non-defaulting party may terminate its services under the Agreement.

    In the event the **CITY** terminates this **AGREEMENT**, the **CONSULTANT** shall be paid for the amount of work performed or services rendered to date of termination per the **AGREEMENT** fee.

16. **ENDORSEMENTS:** The **CONSULTANT** shall furnish signatures, statements, or other suitable means to signify responsible endorsement of work on all reports furnished by him.

17. **OWNERSHIP OF DOCUMENTS:** All information relating to the project and prepared under the terms of this **AGREEMENT**, including reports, data, recommendations, exhibits, analyses, and plans shall be deemed the property of the **CITY**. Reproducibles of all notes, reports, and plans shall be made available at the **CITY'S** request. CONSULTANT shall not be liable for modifications to documents prepared by CONSULTANT which are made without CONSULTANT's advice after delivery to CITY, nor shall CONSULTANT be liable for their use in projects other than the Project outlined within this Agreement.

18. **PUBLIC INFORMATION:** The **CONSULTANT** shall not issue any statements, releases, or information for public dissemination without prior written approval of the **CITY**.

19. **PROPRIETARY RIGHTS:** If patentable discoveries or inventions should result from work required herein, all rights accruing from such discoveries or inventions shall be the property of the **CITY**. Pre-existing works created by CONSULTANT outside of the services for CITY but utilized in connection with such services shall continue to be owned by CONSULTANT.

20. **RECORDS:** The **CONSULTANT** shall maintain accounting records and other evidence pertaining to the cost incurred and to make the records available at all times during the **AGREEMENT** term and for three (3) years from the date of final payment. Such accounting records and other evidence pertaining to the cost incurred will be made available for inspections authorized by the **CITY** and copies thereof shall be furnished if requested.

21. **ATTORNEY'S FEES AND COSTS:** That in the event it becomes necessary for either Party to this **AGREEMENT** to retain an attorney to enforce any of the terms or conditions of the **AGREEMENT** or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney's fees and costs.

22. **LITIGATION LOCATION:** The parties agree that this **AGREEMENT** shall be governed in all respects by the laws of the state of Montana, and the parties expressly agree that venue shall be in the Montana Thirteenth Judicial District County for Yellowstone County and there shall be no other venue for resolution of disputes arising from the **AGREEMENT** or the performance of its terms.

23. **MODIFICATION AND AMENDMENTS:** That any amendment or modification of this **AGREEMENT** or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this **AGREEMENT**.

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

CITY OF BILLINGS, MONTANA

By_____
THOMAS W. HANEL,
MAYOR

Kittelsen & Associates, Inc.
CONSULTANT (Print Name Above)

By_____

Print Name Sonia Hennum

Print Title Associate Engineer

APPROVED AS TO FORM:

By_____
BRENT BROOKS, CITY Attorney

EXHIBIT A
SCOPE OF WORK

2014 Billings Urban Area Long Range Transportation Plan

The Yellowstone County Board of Planning (YCBP) is the designated Metropolitan Planning Organization (MPO) for the Billings Urban Area. The YCBP is required to develop a Long Range Transportation Plan every four years. The below scope of work was developed to bring the plan into compliance with all MAP-21 requirements, including specific tasks to bring plan elements into compliance with new legislative requirements.

The YCBP is specifically looking for firms that can demonstrate an innovative and creative Transportation Plan that has an aesthetic appearance and is reader friendly.

The 2013 Billings Urban Area Long Range Transportation Plan will require the Scope of Work and Document package to be completed in draft form by December 31, 2013.

Below is a general outline of the anticipated scope of work. The final scope of work will be prepared, in the form of a Work Plan, by the Consultant and reviewed and approved by the YCBP.

Summary

- Review and incorporate all MAP-21 legislation requirements for plan compliance.
- With data collected by the YCBP, update existing land use and transportation conditions data in the 2009 Transportation Plan, the planning horizon for this project is to the year 2035.
- With data from the 2011 Billings Area Bikeway and Trail Master Plan and the YCBP, update the non-motorized components within the 2009 Transportation Plan.
- With Traffic Model information developed by the YCBP and MDT, provide definitive long term traffic analysis to assist in the design and construction of future transportation infrastructure improvements.
- Review and identify long and short range transportation projects for inclusion in the updated plan. Fiscal analysis and constraint is required for this element.
- Review and expand the Public Transit and Transportation Element Section. Including, analyzing the community's perception of what role Transit should play in the overall transportation Plan for the next 20 years.
- Review and expand the Freight Movement Services and Facilities Section to include but not limited to the location of distribution centers, study of the street network that serves these centers and potential improvements.
- Within the study area review and identify historical and forecasted rail freight trends, review rail operating systems and identify deficiencies in regards to impacts to local traffic movements and identify potential funding sources to improve or mitigate deficiencies.

- Review and expand the Safety Section that will focus on analysis of crash data to identify and prevent crashes related to driver behavior as well as transportation infrastructure. To be effective, the safety section should focus on education, enforcement, engineering, and emergency medical services.
- Review and expand the Security Section to include the consideration and implementation of projects, strategies, and services that will address increasing the security of the transportation system for motorized and non-motorized users.
- Through analysis, future projects and traffic modeling assumptions, identify potential areas within the study area for further planning.
- Coordinate closely with MDT throughout the plan development to ensure compliance with Federal and State regulations.

Consultant will be required to update and receive input from the community through a public participation process that follows the 2009 Yellowstone County Board of Planning Participation Plan. This public participation includes a minimum of two public meetings and consultant participation in the local government plan review and adoption process.

Deliverables

- Work Plan, prepared by Consultant and reviewed and approved by the designated YCBP Project Manager.
- Provide weekly project management reports to the City/County Planning Division.
- Provide copies of any public announcements and community meeting sign-in sheets (or similar)
- Steering Committee Meetings' minutes (or similar)
- Final Billings Urban Area Long Range Transportation Plan to include:
  - 15 printed copies
  - 10 compact discs
  - 1 electronic writable format
  - 1 digital interactive website pdf. copy (for example, see: Redmond 2030 Comprehensive Plan - http://publ.com/re6YTxy#/1/)

EXHIBIT B
Project Cost

ATTACHMENT C – BUDGET AND BUDGET JUSTIFICATION

Task Number			Andrew Baleiden	Phillip Worth	Nick Foster	Eric Lindstrom	Robert Kniefel	Ryan Whitney	Jon Sommerville	Jay Roebuck	Robyn Austin	Sarah Nicolai	Todd Cormier	David Stoner	Douglas Enderson	TOTAL	TOTAL
1	Project Management	Coordination	30								4	10	10			54	$6,698.60
		Project Oversight Committee	100	56							4	10	16			186	$27,981.80
		Technical Advisory Committee	20	16							4	8	8			56	$7,949.68
2	Policy and Background	Past Plans and Policies Review	8	2				16					8	8		42	$4,634.38
3		Goals, Objectives, and Performance Measures (MAP-21)	8	24								4				36	$6,102.56
4	Plan Elements	Land Use	8	2				16	4							30	$3,327.62
5		Streets and Highways	8			12		8	8				10	24	16	86	$9,006.44
6		Public Transit and Transportation	12	2		12	30		8							64	$8,022.60
7		Freight Movement Services and Facilities (Rail and Truck)	20	4	12	16		40	8				8			108	$12,488.40
8		Pedestrian and Bicycle Facilities	4	2	16				8				8		16	54	$6,050.14
9		Safety	4	2	16			8	8				8		16	62	$6,780.86
10		Security	8	2				8	8							26	$2,971.42
11		Financing / Fiscal Constraint	12	8			8	24	8				8		24	92	$10,569.84
12	Report Development	Draft	24	12				32	16	30		16	8		8	146	$17,151.14
		Final	12	4				12	5	12		8	4			57	$6,768.31
13	Public Involvement	Public Informational Meetings	8	2				24	32	16	12	16	8			118	$12,094.30
		Stakeholder Meetings	16	8								8	8			40	$5,564.56
		Social Media/Website/Interactive Web Mapping	8					16	12			8				44	$4,426.44
		State Fair/Farmers Market	8									8				16	$1,841.44
		Mailers/E-mail/Surveys	8	2				16		8		8				42	$4,689.34
		TOTAL HOURS	**326**	**148**	**44**	**40**	**38**	**220**	**125**	**66**	**24**	**104**	**112**	**32**	**80**	**1359**	**$165,119.87**
		Loaded Hourly Rates	$138.24	$192.87	$105.51	$138.07	$119.07	$91.34	$93.63	$125.09	$72.30	$91.94	$134.28	$75.88	$100.00		
		Subtotal	45,066.24	$28,544.76	$4,642.44	$5,522.80	$4,524.66	$20,094.80	$11,703.75	$8,255.94	$1,735.20	$9,561.76	$15,039.36	$2,428.16	$8,000.00		$165,119.87
		Expenses															$9,804.50
		TOTAL COST ESTIMATE															**$174,924.37**

EXHIBIT C
DBE AND NON-DISCRIMINATION NOTICE

DBE Goals

There are no DBE/WBE goals for this work, but firms are strongly encouraged to utilize DBE firms if applicable. A Montana certified DBE consultant list is available and can be found on the MDT web page, http://www.mdt.mt.gov/business/contracting/civil/dbe.shtml

Nondiscrimination Compliance

Consultants will be subject to Federal and Montana nondiscrimination laws and regulations (see attached notice).

NON-DISCRIMINATION NOTICE

During the performance of this Agreement, the Consultant (hereafter in this Section "the Party"), for itself, its assignees and successors in interest, agrees as follows:

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

(1) Compliance with Regulations: The Party shall comply with all Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, 49 Code of Federal Regulations (CFR), Part 21, as they may be amended (hereafter referred to as the Regulations), which are incorporated by reference and made a part of this Agreement, even if only state funding is here involved.

(2) Nondiscrimination: The Party, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of sex, race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Party shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5.

(3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, whether by competitive bidding or negotiation by the Party for work to be performed under a subcontract, including procurement of materials or leases of equipment, any potential subcontractor or supplier shall be notified by the Party of the Party's obligations under this Agreement and the Regulations relative to nondiscrimination.

(4) Information and Reports: The Party will provide all reports and information required by the Regulations, or directives issued pursuant thereto, and permit access to its books,

records, accounts, other sources of information and its facilities as may be determined by State or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with Regulations or directives. Where any information required of the Party is in the exclusive possession of another who fails or refuses to furnish this information, the Party shall so certify to the Department or the FHWA as requested, setting forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Party's noncompliance with the nondiscrimination provisions of this Agreement, State may impose sanctions as it or the FHWA determines appropriate, including, but not limited to,

(a) Withholding payments to the Party under the Agreement until the Party complies, and/or

(b) Cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: The Party will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Party will take such action with respect to any subcontract or procurement as the State or the FHWA may direct to enforce such provisions including sanctions for noncompliance: Provided, however, that in the event the Party is sued or is threatened with litigation by a subcontractor or supplier as a result of such direction, the Party may request the State to enter into the litigation to protect the interests of the State, and, in addition, the Party or the State may request the United States to enter into such litigation to protect the interests of the United States.

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

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

C) COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

(1) The Party will comply with all regulations relative to implementation of the AMERICANS WITH DISABILITIES ACT.

(2) The Party will incorporate or communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs: "The Party will provide reasonable accommodations for any known disability that may interfere with a person in participating in any service, program or activity offered by the Party. In the case

of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the Party."

All video recordings produced and created under contract and/or agreement will be closed captioned.

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

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

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

EXHIBIT D
CERTIFICATE OF LIABILITY INSURANCE

B-4 | Kittelson & Associates, Inc.

Client#: 763494 KITTEASC

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/08/2013

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

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

PRODUCER Kibble & Prentice, a USI Co PR 601 Union Street, Suite 1000 Seattle, WA 98101	CONTACT NAME: PHONE (A/C, No, Ext): 206 441-6300 FAX (A/C, No): 610-362-8528 E-MAIL ADDRESS: PL.Certrequest@kpcom.com
INSURED Kittelson & Associates, Inc. 610 SW Alder Street Suite 700 Portland, OR 97205	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Hartford Casualty Insurance Com — 29424 INSURER B : Travelers Casualty and Surety o — 31194 INSURER C : Travelers Casualty & Surety Co. — 31194 INSURER D : XL Specialty Insurance Company — 37885 INSURER E : Hartford Underwriters Insurance — 30104 INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] Business Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT LOC			52SBAUQ5445	01/01/2013	01/01/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000
E	AUTOMOBILE LIABILITY [X] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			52UECVZ2830	01/01/2013	01/01/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	[X] UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED [X] RETENTION $10000			52SBAUQ5445	01/01/2013	01/01/2014	EACH OCCURRENCE AGGREGATE	$2,000,000 $2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB4002T187 UB4002T612	01/01/2013	01/01/2014	[X] WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
D	Professional Liability			DPR9704439	12/30/2012	12/30/2013	$2,000,000 per claim $4,000,000 annl aggr.	

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

CERTIFICATE HOLDER

FOR INFORMATIONAL PURPOSES ONLY

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Brett Schultz

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ACORD 25 (2010/05) 1 of 1 #S9221979/M9138232

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SXFJU

Consent **1. C.**

Regular City Council Meeting
Meeting Date: 04/08/2013
TITLE: Library Board Recommendation to Rename Library
PRESENTED BY: Bill Cochran, Library
Department: Library

Information

PROBLEM/ISSUE STATEMENT

At its January 10, 2013 meeting, the Library Board of Trustees appointed a Naming Committee to conduct a process to solicit public input regarding the name of the Library, in connection with construction of the new building. The Committee included trustees Sara Hudson, Committee Chair Bill Lamdin, Alex Martin, Board Chair Shari Nault, and Betty Richardson; Library Foundation Board members Doug James and Evelyn Noennig; and Community Historian Kevin Kooistra, of the Western Heritage Center. The Committee solicited input regarding the current name and potential new names for the Library through the Library's web site, social media and a press release. Responses were due by February 21. The Committee met again on March 6 to consider suggestions and develop a recommendation to the Library Board. The Library Board considered the Committee's recommendation at its regular monthly meeting on March 14 and unanimously approved the recommendation, to be forwarded to the Billings City Council for consideration.

ALTERNATIVES ANALYZED

The Committee received 172 suggestions. Retaining the current name, "Parmly Billings Library", was suggested 29 times. Billings Public Library" was suggested 20 times. Of the 123 other suggestions, 100 were unique and none was suggested more than five times. The Committee thoroughly discussed the suggestions and unanimously recommended changing the name to "Billings Public Library".

In its memo to the Library Board of Trustees, the Committee noted that 143 of the 172 suggestions were in favor of a different name. In addition, the name "Billings Public Library" is simple. It is the name that most people new to the community or visiting would be looking for in the phone book or in online directories as it follows the widely-understood convention for naming public libraries, e.g. Bozeman Public Library, Great Falls Public Library, Laurel Public Library, Denver Public Library, Seattle Public Library, etc.

Finally, Billings Public Library honors both the Billings residents who voted for the bond issue that is paying for construction of the new building and the Billings family, including Frederick, for whom the City is named, and Parmly, whose name remains carved in stone at the entrance to the original Library building, now the Western Heritage Center."

FINANCIAL IMPACT

If the recommended name change is implemented at this time, there will be no financial impact, as the signage for the new building and the redesign of Library graphic materials are underway.

RECOMMENDATION

The Library Board of Trustees recommends to the Billings City Council that the name of the Library be changed to "Billings Public Library" and that appropriate consultation with the Yellowstone County Board of Commissioners take place so that the Library Interlocal Agreement is amended to reflect the name change.

APPROVED BY CITY ADMINISTRATOR

Consent **1. D.**

Regular City Council Meeting

Meeting Date: 04/08/2013

TITLE: Funding Allocation & Development Agreement Approval for Homeword's Pheasant Home Project

PRESENTED BY: Brenda Beckett

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

The City of Billings Community Development Division is required by federal regulation to commit 15% of its annual allocation to a Community Housing Development Organization (CHDO). Homeword is currently the only certified CHDO for the City of Billings. On June 28, 2010, a pre-development loan in the amount of $25,000 was made to Homeword to begin the ground work on an affordable housing project. An additional $434,000 was granted on June 27, 2011. The $459,000 in funding committed to Homeword has made it possible for the division to meet the CHDO requirement.

Since committing the funding to Homeword, additional funding that must be allocated to a CHDO has become available. An additional $47,191 for the FY 2012-2013 budget and $48,000 for the FY 2013–2014 budget must now be committed to a CHDO. Homeword has fully expended the $25,000 pre-development loan and has begun work on a project, Pheasant Home. Committing the additional $95,191 now available would allow the City to remain in compliance with the CHDO requirements. The Development Agreement previously executed between Homeword and the City of Billings did not contain project specifics because the project was in the planning process. Now that a project has been identified, a new Development Agreement that reflects project specifics must be completed.

The Pheasant Home project will be comprised of four buildings with a total of 16 units and will be constructed in partnership with the owner of the land, the Housing Authority of Billings (see attached agreement). The project includes a mixture of two- and three-bedroom units. Pheasant Home will be built in the Whitetail Subdivision located at Sioux Lane and Lake Elmo Drive in the Billings Heights area.

ALTERNATIVES ANALYZED

1) Fund the request and approve updated agreements in order to secure the City’s CHDO affordable housing investment in Billings that would ensure HUD commitment compliance for allocations through FY2013-2014; or

(2) Do not approve additional funding and agreements for the project. By not providing additional funding for this project, Homeword would have to secure additional conventional financing to complete the project, which would increase costs that would be passed on to renters. Under-subsidizing the project may also shorten the long-term viability of the project. The City would need to find and grant funds to another project to remain in compliance with CHDO regulations.

FINANCIAL IMPACT

Homeword is currently the only CHDO certified by the City of Billings. If the additional funding is not committed to the Homeword project, the City could be in jeopardy of being out of compliance with federal regulations and may be required to return the funds to HUD if not allocated to another project by June 30, 2014.

While Staff was working on the subsidy layering review of the project, the review indicated the project replacement reserves were not sufficiently funded. Adequately funding reserves helps to ensure long-term success of the project.

BACKGROUND

The City of Billings conducted a Housing Needs Analysis in 2010. The analysis used a combination of household forecast and housing needs surveys as the basis for the housing needs assessment and the determination of the priorities to meet those needs. It is reported that low income households earning 30% of median income could not afford the median rental price of a one-bedroom apartment in Billings in 2009.

Based on HUD and Census Bureau data, the 2010 Housing Needs Assessment indicates an increase of 592 low income renter households is projected in Billings by 2015. These additional households are distributed across three HUD income ranges; 1-30%, 31-50% and 51-80% of median family income and includes elderly renters.

Overall, low-income households had the ability to afford rental housing of some kind in Billings based on median rental prices in 2009. However, one- and two-person households earning less than 30% of median household income may have difficulty finding rental housing that meets their needs. With a total of $445 available for housing per month, including 20% for utilities, a two-person household making less than 30% of median income is not making enough for a median rental price one-bedroom apartment and might be forced to accept an inadequate unit.

According to the HUD and Census Bureau data, there are projected to be 180 additional small (two- to four-persons) or single-member households in Billings by 2015 earning 30% or less of median household income. There were a total of 590 efficiency apartment units available for rent in 2008. If this supply is not enough to meet the demand, or if an efficiency apartment does not meet the needs of the household, the majority of these households will be spending more than 30% of their income on housing. This is a situation where assistance is critical to help very low-income households afford housing that meets their needs and better matches available rental housing.

Solid data on the condition of rental housing in Billings are not available. However, the condition of rental housing is often a concern brought out when discussing affordable rental housing for low-income households. Pheasant Home will address this need by providing 16 affordable, safe and sanitary units.

Additionally, this project will create in-fill development in an existing neighborhood and will provide much-needed affordable housing options in the Billings Heights. This project area is also along established local bus routes.

Procedural History

• **June 2010:** Homeword submitted an application to the City's Community Development Division for funding to begin pre-development activities that would result in an affordable housing project. The City Council approved a $25,000 pre-development loan to Homeword June 28, 2010.
• **June 2011:** City Council approved $434,000 in HOME funding for an affordable housing project.
• **July 2012:** Homeword began work on an agreement with the Housing Authority of Billings to serve as developer of an affordable housing project on land owned by the Housing Authority. The agreement was reviewed by Rural Collaborative to ensure HOME compliance. The agreement is in final stages of review by both parties' legal team and will be executed upon completion of the review.

Project Review

The property is located within the Billings city limits and is located in the Billings Heights area. Parking and landscaping are required and will be included in the site plan. Utilities are available at the site. No environmental review issues are anticipated at the site as the lot is located in a developed residential area and it is not located adjacent to the airport, PCE contamination site, or a four-lane street. Staff has received a HUD clearance letter on the environmental review.

Organizational Strengths

Homeword has successfully managed two City of Billings HOME grants for multi-family units, which resulted in 20 units at Southern Lights and 19 units at the Acme Hotel. All previous Homeword projects have come in on time and on budget. Homeword also owns and operates 24 affordable housing units in Lewistown and 144 affordable housing units in Missoula.

Financial Plan

Sources of funds to complete the project financing to date are as follows:

City of Billings Pre-Development Loan	**$25,000**
City of Billings HOME Funds Approved	**$434,000**
City of Billings HOME Funds Requested	**$95,191**
Housing Authority of Billings Financing	**$800,000**
Montana Department of Commerce HOME Funds	**$750,000**
Housing Authority of Billings Funding	**$1,147,060**
Housing Authority of Billings - Value of Land	**$284,000**
Total Sources:	**$3,535,251**

The land has been appraised and is valued at $284,000, which the City can consider 51% match funding for the total HOME grant. The City's minimum match requirement is 25%. Total construction floor area for the buildings is estimated at 20,528 square feet. The average cost per square foot over the 16 units is $133, as estimated by the architect, JGA Architects, Engineers, Planners, PC.

With $554,191 in total HOME funding, the per unit subsidy is $34,637 for each of the 16 units. There will be four HOME-assisted units in the project, totaling a $138,548 subsidy for each HOME-assisted unit. The maximum allowable HOME allocation for a three-bedroom in this project is $230,524 and $178,193 for a two-bedroom, according to Billings' Section 221(d)(3)

per-unit subsidy limit (current as of January 2012). The recommended HOME funding level for this project is 16% of total project costs.

Projects previously funded include:
• **Southern Lights:** $500,000 for 20 units, with the cost per unit of $25,000.
• **The Acme:** $143,400 for 19 HOME-assisted units, with the cost per unit of $7,547.
• **The Housing Authority of Billings, Town Square Apartments:** $187,000 for 16 units, with the cost per unit of $11,688.
• **The Schwend Apartments:** total cost per unit was $27,533.

STAKEHOLDERS

• Heights Community Development Task Force: The Housing Authority of Billings made a presentation to the Heights Task Force October 21, 2012. Tom Binon, Heights Task Force Chairman, submitted a letter of support for the Pheasant Home project on behalf of the task force.
• Low income families and individuals in the community. This project is targeted to families and individuals under 50% AMI.
• Disabled individuals and families in the community.
• Surrounding property owners. By funding this project, a new, high-quality, family housing complex with numerous amenities would be constructed to complement the neighborhood. This will likely have a positive impact on the surrounding property owners through increasing the value of their homes and the neighborhood as a whole.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

This project meets the following strategies in the City's five-year Consolidated Plan:
• Promote new affordable housing opportunities; and
• Support active partnerships with non-profits, neighborhood groups and provide assistance to agencies serving lower income and special needs populations.

SUMMARY

An overall review of the funding for the project reveals it to be consistent with other similar projects the City has funded. The HOME subsidy amount being requested is consistent with the number of HOME assisted units, and is not over subsidy limitations. Match requirements are being appropriately met, as well as Section 504 requirements and ADA accessibility. This project is also consistent with the City's Consolidated Plan.

There is a demonstrated need for these types of units, as evidenced through data from the recent Housing Needs Assessment. Homeword has extensive experience, both in developing and managing affordable housing projects, and they are knowledgeable about HOME program requirements as well. The City has partnered successfully with the Homeword on other projects and a positive relationship has been developed.

RECOMMENDATION

Staff recommends the City Council approve an additional $95,191 grant for Homeword's Pheasant Home project to construct 16 units of affordable rental housing and approve the updated Development Agreement.

APPROVED BY CITY ADMINISTRATOR

Attachments

HW/HAB signed agreement
Development Agreement
Deed Restriction

DEVELOPMENT SERVICES AGREEMENT

THIS DEVELOPMENT SERVICES AGREEMENT (this "Agreement") is made and entered into effective this 14 day of March, 2013 (the "Effective Date"), by and between the Developer, Homeword, Inc., a Montana nonprofit corporation (hereinafter "HW") and the Owner, HAB Development Corporation, a Montana nonprofit corporation (hereinafter "HAB").

RECITALS:

WHEREAS, HW and HAB, with its affiliates, seek to acquire, construct, develop, improve, maintain, own, operate, lease, and otherwise deal with a HOME project located at Pheasant Home, Whitetail Square Subdivision, Lot 2, Block 1("the Project"), which is situated in the County of Yellowstone and State of Montana, described as follows:

Lot 1A of Amended Plat of Lots 1, 2 & 3, Block 2, Whitetail Square Subdivision

WHEREAS, HW and HAB with its affiliates, intend to finance the acquisition and development of affordable rental property through a combination of debt and equity funds, a portion of which include HOME Investment Partnership Program funds ("HOME"), which are allocated by the City of Billings ("the City"); and the State of Montana ("the State"). The project, following the completion of construction, is expected to constitute a "qualified low income housing project."

WHEREAS, HW has expertise in developing residential rental apartment buildings, including structuring, coordinating and overseeing all aspects of the construction, debt and equity financing, including projects involving HOME funds, and all other aspects of such development; and HW has provided and will continue to provide certain services with respect to the Project during the acquisition, development and construction hereof. Therefore in consideration for such services HW shall receive a fee computed in the matter stated herein.

WHEREAS, HW and HAB desire to enter into this Agreement to implement the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section I
Defined Terms

Capitalized terms used in this agreement and not otherwise defined herein shall have the meanings specified below:

A. "Completion of Construction" shall mean the date which (1) the Project shall have been completed, as evidenced by the issuance by the inspecting architect and by each government agency having jurisdiction ("the City" and " the State"), of certificates of substantial completion.
B. "City" means Billings.

C. "State" means Montana.

Section II
Development Services

A. The HW has performed certain services relating to the acquisition of the Project and shall oversee the development and construction of the Project, and shall perform the services and carry out the responsibilities with respect to the project as are set forth herein, and such additional duties and responsibilities as are reasonably within the general scope of such services and responsibilities.

B. The HW's services shall be performed and shall consist of the duties set forth in the following subparagraphs of this Section II and as provided elsewhere in this agreement: provided, however, that if the performance of any duty of the HW set forth in this agreement is beyond the reasonable control of the HW, the HW shall nonetheless be obligated to (1) use its best efforts to perform such duty and (2) promptly notify HAB and any and all governmental entities that the performance of such duty is beyond its reasonable control. The HW has performed or shall perform the following:

1. Negotiate and cause to be executed in the name and on behalf of the HAB, the agreements for architectural, engineering, testing or consulting services for the Project, and any agreements for the design, the construction and completion of the Project.
2. Obtain funding with HOME Funds from the "City" and the "State" by applying for such funding, administering the grant(s) and maintaining regulatory compliance of said grant(s) during the development and construction phase of the Project. Responsibility for compliance of said grant(s) in addition to all other regulatory compliance will be conducted by HAB upon receiving certificate of construction completion. Contracts with funding regulatory agencies may be assigned to HAB and made party to this agreement.
3. Guarantee to arrange for construction financing.
4. Establish and implement appropriate administrative and financial controls on behalf of HAB for the design and construction of the Project, including but not limited to:

    a. Coordination and administration of the Project architect, the general contractor, and other contractors, professionals and consultants employed in connection with the design and construction of the Project.
    b. Negotiation and administration of any construction contracts on behalf of HAB;
    c. Participation in meetings and the rendering of such advice and assistance as will aid in developing economical, efficient and desirable design and construction procedures;
    d. The rendering of advice and recommendation as to the selection procedures for and selection of contractor and sub-contractors;
    e. The review and submission of all request for payments under any architectural agreement, general contractor's agreement, or any loan agreements with any lending institutions providing funds for the Project;
    f. The submission of any suggestions or request for changes which could in any reasonable manner improve the design, efficiency or cost of the Project;

g. Applying for and maintaining in full force and effect any and all governmental permits and approvals required for the lawful construction of the Project;
h. Compliance with all terms and conditions applicable to the Project contained in any governmental permit or approval required or obtained for the lawful construction of the Project, or in any insurance policy affecting or covering the Project;
i. Furnishing such consultation and advice relating to the construction and development of the Project as may be reasonably requested from time to time by HAB or funding institution;
j. Attending pre-construction conference, bi-weekly construction management meetings on-site or facilitating appropriate over-sight for the applicable stage of construction with agreement by HAB;
k. Keeping HAB and all funding and governmental organizations fully informed on a regular basis of the progress of the design and construction of the Project, including the preparation of such reports as are provided herein or as may reasonably requested by HAB;
l. Giving or making the instructions, requirements, approvals and payments in the agreements with the Project architect, general contractor, and other contractors, professionals and consultants retained for the Project; and
m. Filing any notice of completion required or permitted to be filed upon the completion of construction.
n. Preparing all grant accounting and grant draw downs in a timely manner, copying to HAB free of charge through grant State and City HOME grant close out. Must be in auditable governmental form for City and state requirements to the federal government.

5. Inspect the progress of the course of construction of the Project, including verification of the materials and labor being furnished to and on such construction so as to be fully competent to approve request for payment made by the Project architect and the general contractor, or by any other parties with respect to design and construction of the Project;
6. Perform and full fill all obligations with respect to the oversight of design and construction of the Project contained in any loan agreement or security agreement entered into in connection with any financing for the Project, or any agreement entered into with any governmental body or agency relating to the terms and conditions of such construction;
7. To the extent requested by HAB or any other governmental agency or funding institution requirements prepare and distribute a critical path schedule, and periodic updates thereto as necessary to reflect any material changes, but in any event not less frequently then quarterly, other design or construction cost estimates required by HAB, and financial accounting reports, including monthly progress reports on the quality, progress and cost of construction and recommendations as to the drawing of funds from any loan arranged to cover the cost of design and construction of the Project;
8. HW shall be responsible for providing the following insurance coverage:

a. General Liability with minimums of $1,000,000/occurrence and $2,000,000 annual aggregate.
b. HAB to be named Additional Insured on above policy.

9. HAB shall be responsible for providing the following insurance coverage:

    a. General liability with minimums of $1,000,000/occurrence and $2,000,000 annual aggregate.
    b. Builder's Risk, amount determined on cost of project.

10. HW will assist HAB in confirmation of appropriate coverage levels from General Contractor including:

    a. General liability with minimums of $1,000,000/occurrence and $2,000,000 annual aggregate.
    b. Excess/Umbrella with limit not less than $2,000,000.
    c. Auto liability with minimums of $1,000,000/occurrence and $2,000,000 annual aggregate.
    d. Workman's Compensation with limits no less than state statutory requirement and Employers Liability with limits no less than: $1,000,000/each accident, $1,000,000 disease policy limit and $1,000,000 disease each employee.
    e. Builders Risk, amount to be determined, and requirement spelled out in construction contract specifications with HAB named as co-insured.
    f. HW and HAB to be named as Additional Insured on above named policies.

11. During the construction and development period of the Project, comply with all applicable present and future laws, ordinances, orders, rules, regulations and requirements of all Federal, state and municipal governments, courts, departments, commissions, boards and offices. The HW shall likewise ensure that all agreements with independent contractors shall comply with all such applicable laws;
12. Assemble and retain all contracts, agreements and other records and data as may be necessary to carry out the HW's functions hereunder.
13. Use its best efforts to accomplish the timely completion of the Project in accordance with the approved plans and specifications;
14. Perform and administer any and all other services and responsibilities of the HW which are set forth in any and other provisions of this agreement, or which are requested to be performed by HAB and are within the general scope of the services described herein.

Section III
Obligation to Complete Construction

The HW shall complete project management resulting in construction completion of the Project or cause the construction of the Project to be completed in a good and workmanlike manner, free and clear of all mechanics', materialmen's or similar liens.

Section IV
Limitations and Restrictions

Notwithstanding any provision of this Agreement, the HW shall not take any action, expend any sum, make any decision, give any consent approval, or authorization or incur any obligation with respect to any of the following matters unless and until the same has been approved by HAB.

A. Approval of all construction and architectural contracts and all architectural plans, specifications and drawings prior to the construction and/or alteration of any improvements contemplated thereby, except for such matters as may be expressly delegated in writing to the HW by HAB.
B. Any proposed changes in the work of the construction of the project, or in the plans and specifications therefore as previously approved by HAB, or in the cost thereof, or any change which would affect the design, cost, value or quality of the Project, except for such matters as may be expressly delegated in writing to the HW by HAB, or
C. Expending an amount greater than the amount which the HW in good faith believes to be the fair and reasonable market value at the time and place if contracting for any goods purchased or leased or services engaged on behalf of HAB or otherwise in connections with the Project.

Section V
Accounts and Records

A. The HW, on behalf of HAB, shall keep such books of account and other records as may be required and approved by HAB, including but not limited to, records relating to the costs for which construction advances have been requested and/or received. The HW shall keep vouchers, statements, receipted bills and invoices and all other records, in a form approved by HAB, covering all collections, if any, disbursements and other data in connection with the Project prior to final completion of construction.
B. All books and records prepared or maintained by the HW shall be kept and maintained at all times at the place or places approved by HAB, and shall be available for and subject to audit, inspection, and copying by HAB.

Section VI
Compensation

A. For its services in connection with the development of the Project and the supervision of the construction of the Project, the HW shall be entitled to receive, as and when the same is available from Designated Proceeds or any other source, the following fees;

$75,000 HW Fee (not including out-of-pocket expenses defined below) with 10% of fee paid during pre-development prior to commencement of construction.

B. Out-of-Pocket Expenses HW shall be reimbursed for all out-of-pocket expenditures not included in Section II, with the exception of 8a, and Section V, not to exceed $3,000.00, such as travel, telephone, postage, etc. HW General Liability policy of $2,500 + taxes included in the project budget. HW shall bill the Project for out-of-pocket expenses no more frequently than monthly and the Project shall promptly reimburse HW for such expenses.

Section VII
Development Cost Expenses and Disbursements

HW and HAB shall pay all development expenses associated with the process of applying for funder approval, which expenses may include but are not limited to the cost of appraisal, cost of market study and all legal and accounting fees. Such costs are anticipated to be reimbursable through the financing of Project. All other costs such as building permits, title and survey fees, third party auditing, recording fees, testing, etc., are the HAB's responsibility and are to be paid from project funds. Without limiting the generality of the foregoing provisions, HAB shall be solely responsible for all guarantees, other than completion of construction, in favor of funders, or any other third parties in connection with the development of the Project; provided that HW shall be solely responsible for all guarantees of completion of construction in favor of funders or any other third parties in connection with the development of the Project.

Section VIII
Property Management Services

HAB shall provide property management services in compliance with applicable funder regulations under the applicable management agreement that will be executed with respect to the Project.

Section IX
Terms of Agreement

The term of this Agreement shall commence on the Effective Date of this agreement and shall terminate on the date of "Completion of Construction" all remaining compensation payable to HW shall be due on this date.

Section X
Other interest of HW

Other Interests of HW. Unless otherwise stated in this Agreement, HW or any of its affiliates may now or in the future engage in the operation of, or own or possess an interest in, other business ventures of every kind, nature and description, independently or with others, including, but not limited to, the ownership, financing, leasing, operation, management, syndication, brokerage, improvement, building, developing and otherwise dealing with real property and interests therein, including activities which compete with the Project, and the parties hereto shall not have any rights in and to said independent ventures or the income or profits derived therefrom.

Section XI
Defaults and Remedies

A. Default by HW.

1. HW shall be in default of this Agreement if it fails to observe and perform any material covenant, condition, obligation or agreement on its part to be observed or performed under

this Agreement within thirty (30) days after written notice from HAB to HW specifying such failure and requesting that it be remedied, or within such other period of time as is reasonably necessary to cure such failure, but only if HW has within said period of thirty (30) days commenced good faith efforts to cure such failure.

2. Upon an event of default by HW, HAB may take any one or more of the following actions:

    a. withhold fees (but not reimbursement of out-of-pocket expenses) due to HW under this Agreement to the extent reasonably necessary to cure and apply same to the cost of curing the default;
    b. cause to be undertaken whatever action is reasonably necessary to cure the default, which action shall be for the account of HW; or
    c. exercise any other remedy available to HAB at law or in equity.

B. Default by HAB.

1. HAB shall be in default of this Agreement if HAB shall fail to observe and perform any material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement, provided that HAB shall have a period of thirty (30) days after written notice from HW and HAB to cure any non-financial event of default.
2. Upon such default, HW shall be entitled to exercise any remedy available to it at law or in equity.

Section XII
Indemnification

A. HAB agrees to indemnify HW and its officers, directors, managers, employees, and agents against, and to hold them harmless from, any and all liabilities, damages, suits, actions, penalties, costs, claims, and reasonable expenses and fees, foreseen or unforeseen, incurred by or asserted against HW, or its officers, directors, managers, employees, and agents, arising out of or relating to performance of or failure to perform duties and obligations of HAB hereunder, except for liabilities arising out of the good faith performance by HAB of its obligations hereunder or except for liabilities arising from any act of gross negligence, willful misconduct, or fraud by HW or any of its officers, directors, managers, employees, and agents.

B. HW agrees to indemnify HAB and its officers, directors, managers, employees, and agents against, and to hold them harmless from, any and all liabilities, damages, suits, actions, penalties, costs, claims, and reasonable expenses and fees, foreseen or unforeseen, incurred by or asserted against HAB, or its officers, directors, managers, employees, and agents, arising out of or relating to performance of or failure to perform duties and obligations of HW hereunder, except for liabilities arising out of the good faith performance by HW of its obligations hereunder or except for liabilities arising from any act of gross negligence, willful misconduct, or fraud by HAB or any of its officers, directors, managers, employees, and agents.

C. Each of HW and HAB agree that its recourse against the other party pursuant to this Section XII shall be limited to non-public housing funds of such indemnifying party.

Section XIII
Waiver of Jury Trial

Each party hereto hereby knowingly, voluntarily and intentionally waives any rights that it may have to a trial by jury in any litigation arising in any way in connection with this Agreement, or any other statements or actions in connection therewith. Each party acknowledges that this waiver is a material inducement for the other party to enter into this Agreement.

Section XIV
Confidentiality

HAB agrees to keep all financial processes, models, spreadsheets, know how and other similar information provided by HW in connection with the Project or any other project with which HW and HAB are involved (the "HW Information") confidential and agrees to not disclose it, except with the written consent of HW, provided that HAB may disclose the HW Information to (a) its accountants, attorneys, advisors, agents, analysts, consultants, investors, lenders, and other parties advising HAB with or involved in HAB's decision to acquire, finance the acquisition of, and invest in the Project, provided HAB shall advise such parties to keep the HW Information so disclosed confidential, and (b) the extent required by law or order, subpoena, or other administrative or judicial process that requires its disclosure. HAB acknowledge that all HW Information is the sole property of HW. Upon the termination of this Agreement for any reason HAB shall return all HW Information to HW, and, upon completion of the Project, HAB agrees that it shall not use the HW Information as a basis for any decision to acquire, finance, construct, or rehabilitate any other property or project. This covenant shall survive the termination of this Agreement.

Section XV
Assignable

Either party hereto may assign its rights under this Agreement to any entity which is wholly owned by such party without the written consent of the other party. Except as provided in the foregoing sentence, neither party may assign its interest under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

Section XVI
Entire Agreement

The parties understand and acknowledge that this Agreement constitutes the entire agreement between the parties affecting the subject matter of this agreement and there are no other agreements, either oral or written, between them other than are herein set forth. All negotiations, considerations, representations and understandings between the parties are incorporated herein. This Agreement may not be changed orally, but only by an agreement in writing and signed by the parties hereto.

Section XVII
No Partnership or Agency Created

This Agreement specifically does not create any partnership, joint venture, agency, or employment relationship between the parties hereto, or render any party liable for any of the debts or obligations of any other party.

Section XVIII
Notices

Any notice or other communication required or permitted hereunder shall be in writing and delivered by hand, telegram, telex or telecopy, or mailed postage prepaid, registered or certified U.S. mail, return receipt requested, addressed to the appropriate party as specified in this agreement to:

To HW: Homeword, Inc.
1535 Liberty Lane, Suite 116A
Missoula, MT 59808
Attention: Heather McMilin
Facsimile: 406.541.0239

To NAME: HAB Development Corporation
2415 First Ave North
Billings, MT 59101
Attention: Lucy Brown
Facsimile: 406.245,0387

An address may be changed by written notice hereunder. Any notice or other communication hereunder shall be deemed effectively given and received (a) if personally delivered or given by telegram, telex or telecopy, upon delivery; or (b) if mailed, when deposited in the United States mail.

Section XIX
Construction, Waivers, Recitals, Counterparts

A. Construction. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this agreement.

B. Waivers. No failure on the part of a party to exercise, and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy granted hereby or by any related document or by law.

C. Recitals. The parties acknowledge the accuracy of the Recitals to this agreement and agree they are incorporated into this agreement by reference.

D. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document. A signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

Section XX
Applicable Law

This Agreement, and the application or interpretation hereof, shall be governed by and construed in accordance with the laws of the State of Montana.

[The remainder of this page has been left intentionally blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Homeword, Inc.

By: _____
Andrea Davis, Executive Director

HAB Development Corporation

By: _____
Lucy Brown, Secretary/Treasurer

HOME Investment Partnerships Program
CHDO DEVELOPMENT GRANT AGREEMENT

between

City of Billings
A Montana Municipal Corporation whose address is
P.O. Box 1178 Billings, Montana 59103
the "City"

and

Homeword
a Montana Non-Profit whose address is
1535 Liberty Lane, Suite 116A, Missoula, MT 59808
and is a certified Community Housing Development Organization (CHDO)
through the City of Billings,
the "Developer"

On this date:

April 08, 2013

WHEREAS, the Developer desires to work with the City and build affordable housing on property owned by The Housing Authority of Billings in the City of Billings, Yellowstone County, Montana legally described as:

> *Lot 1A of Amended Plat of Lots 1, 2 & 3, Block 2, Whitetail Square Subdivision in the 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.*

WHEREAS, the City has concurrently entered into a HOME Contract with the United States Department of Housing and Urban Development (HUD) whereby the City will receive and administer HOME Investment Partnership Program (HOME) moneys to provide financing, in part, for an the development of a project to be undertaken by the Developer.

WHEREAS, Developer is desirous of obtaining such financing on the Project and is willing to assume obligations to the City under the City's HOME Contract with HUD on the terms and conditions, as provided herein.

WHEREAS, the Developer desires to develop affordable rental housing, and the Developer desires to use $554,191 in HOME funds for the development of related development costs for new construction.

WITNESSETH THAT the City and the Developer, mutually agree as follows:

A. PURPOSE

The purpose of this written Agreement is to ensure compliance with 24 CFR 92.504, which provides for the funding of approved project activities by the City through its HOME Investment Partnerships Program (HOME) written agreement with HUD; and to achieve the purposes of Title II of the Cranston-Gonzalez National Affordable Housing Act, Title II, Public Law 101-625, approved November 1990, 104 Stat. 4079, 42 U.S.C. 12701-12839), as amended.

B. DOCUMENTS INCORPORATED INTO THIS AGREEMENT BY REFERENCE BUT NOT ATTACHED HERETO:

The Developer, a CHDO and recipient of HOME funds, agrees to comply with all appropriate federal, state, and local laws applicable to the HOME funds awarded to complete approved activities undertaken through this agreement, including: All program requirements which regulate and restrict the use of the funds under the HOME Investment Partnerships Program 24 CFR Part 92 and the regulations issued there under, now or hereafter, including but not limited to 24 CFR, and the regulations, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this program; Developer's project application statements; Uniform Relocation Act; and Section 104 (d) and all amendments to these laws which govern the use of HOME funds. Incorporated by reference is Title VI of the Civil Rights Act of 1964, Executive Order 11246, Section 3, Federal Labor Standards set forth in 24 CFR 570-605 and the Americans with Disabilities Act.

C. ROLES AND RESPONSIBILITIES

The Developer agrees to complete all predevelopment activities which will result in an affordable housing project to include obtaining financing, hiring a construction contractor and securing a finished HOME affordable housing project. The City agrees to review project plans, budget and HOME subsidy for approval. The City will also be responsible for payment inspections and disbursements. Both the Developer and City agree to complete the required activities to secure a finished HOME affordable housing project.

D. ACCEPTANCE OF HOME PROGRAM REQUIREMENTS

1. The Developer will comply with all applicable parts and requirements of the *National Affordable Housing Act of 1990* (as amended), as now in effect or as they may be amended during the term of this Agreement; applicable state and federal laws, regulations, administrative directives and procedures; and local ordinances and resolutions.

2. The Developer agrees to the following:

   a. **Project Schedule**

   The Developer agrees to complete all work required by this agreement in accordance with the timetable set forth:

Milestone	***Start By:***	***Complete By:***
Construction / Rehabilitation *Must begin 24 months following commitment of pre-development loan of $25,000*	June 28, 2012	October 2014
Project Completion	N/A	December 2014
Expend & Submit Request for Reimbursement for a minimum of $233,000 in housing development funds	N/A	January 1, 2014
Expend & Submit Request for Reimbursement for a minimum of $296,191 in housing development funds	N/A	January 1, 2015

The Developer must communicate any anticipated changes to this schedule to the City in writing as soon as they are known and the City must approve any proposed changes. In addition, this project is subject to ongoing HOME compliance requirements for a maximum of 20 years from the date the project completion report is entered into HUD's Integrated Disbursement & Information System (IDIS).

   b. **Project Budget**

The total project budget is $3,535,251. The total City HOME budget for this project is $554,191. A legal agreement was signed on June 28, 2010 to secure the following funding as CHDO reserve:

- $25,000: Pre-Development Loan
- $191,000: Fiscal Year (FY) 2009-2010 budget
- $243,000: FY 2010-2011 budget

This legal agreement will secure the following additional funding as CHDO reserve:

- $47,191: FY 2012-2013 budget
- $48,000: FY 2013-2014 budget

Current and complete Sources and Uses are on file with the City and the Developer and the Developer is required to submit updated financial documents to the City as new commitments and estimates are made. The Developer represents that the HOME funds invested are no more than necessary to provide affordable housing. The Developer will disclose to the City any changes in sources of funds within ten (10) of days from notice of such changes, and the City will reserve the right to revise the project's HOME award based on a revised Sources and Uses statement and subsequent subsidy layering analysis.

The Developer may not modify the finalized budget without having requested and received the City's written approval of the adjustment. Modifications to the budget without City approval will be considered a violation of the contract and are grounds for termination at any point without consideration for performance or compensation. The Developer agrees to adhere to maximum 221(d)(3) HOME per-unit subsidy requirements.

The Developer understands that the HOME funds being provided are subject to the requirements of 24 CFR 92.301(b), Project – Specific Assistance to CHDOs.

The pre-development loan of $25,000 is to be used solely for predevelopment activities and site control. The Developer must begin construction within 24 months of the Pre-

Development CHDO Loan Agreement, signed on January 28, 2010. The Developer will repay the $25,000 loan in full should construction on a project not begin within 24 months. Should both the Developer and the City determine a project is not feasible the loan will be forgiven in full. Any proceeds from this project received by the Developer are to be used for additional HOME-eligible or other housing activities that benefit low-income families.

The remaining $529,191 in funding allocated to the project via legal agreement on April 08, 2013 are considered grant funds and will not be repaid to the City by the Developer unless the Developer fails to comply with federal, state or local requirements for the use of grant funds.

c. **Project Scope**

The Developer desires to newly construct sixteen rental units, including: eight new two-bedroom units; and eight new three-bedroom units. Four of the units will be HOME units. Housing to be constructed will meet local building codes and the plans approved by the City and will meet housing property standards as required in 24CFR 92.251 for the duration of the affordability period. The Developer will perform all professional services necessary to complete the development and occupancy of the project.

All units will be constructed (as applicable) to ensure compliance with 24 CFR 92.251 as it relates to Property Standards and Housing Quality Standards (HQS) including the use of local building codes. All units will be rehabilitated / constructed to ensure compliance with the Accessibility Standards under 24 CFR 92.251(a)(3) including the use of universal design concepts to meet the needs of those with disabilities. All existing units built prior to 1978 will be rehabilitated to ensure compliance with the Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35.

New construction must meet the current edition of the International Energy Conservation Code published by the Council of American Building Officials.

Four units are considered HOME-assisted units.

d. **Initial Rents and Procedures for Rent Increases**

Initial rents will adhere to the current allowable HOME rents according to HUD guidelines. The Developer agrees to review and update rents according to the current HOME rents on an annual basis. Rents will not exceed the allowable HOME rents during the entire period of affordability. In projects with five (5) or more HOME – assisted units, 20 percent of the HOME – assisted units must comply with the HOME Low Rents. The remaining units can be rented at the High HOME rental limit.

f. **Period of Affordability**

The Developer agrees that all units constructed under this Agreement will initially be rented to a low income tenant under the terms of the Deed Restriction Agreement which will be filed with the Yellowstone County Clerk & Recorder at the time it is negotiated. For purposes of that Agreement, the period of affordability, during which time Developer agrees to monitor and report on the project as required by the City of Billings and the HOME Program, is as follows:

HOME Funding Per Unit / Project Type	*Period of Affordability*
Rental New Construction	20 years

3. The Developer agrees that all contracts entered into by the Developer for the completion of the activities described in the Project Scope of this Agreement will contain provisions requiring Developers to comply with all applicable HOME requirements. These contract provisions are to be included in all subcontracts.

4. The Developer expressly agrees to repay to the City any funds paid on behalf on the Developer or its subcontractors that are expended in violation of the terms of this Agreement or the federal statutes and regulations governing the HOME program, or if for some reason the project is unable to move forward within the time frame set forth in the PROJECT SCHEDULE and / or TIME OF PERFORMANCE sections of this Agreement.

5. Affordability requirements for the HOME program will be met, including regulations outlined for the affordability of rental housing units as per 24 CFR 92.252 and for homeownership projects as per 24 CFR 92.254. The Developer expressly agrees to repay the City all funds paid on behalf of the Developer or its subcontractors if the housing constructed does not meet the affordability requirements for the specified period of affordability (24 CFR 92.504(c)(3)(ii)).

E. SURVIVAL OF CERTAIN CONTRACT TERMS

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Agreement and attachments hereto which may require continued performance or

compliance beyond the termination date of this Agreement shall survive such termination date and shall be enforceable by City as provided herein in the event of such failure to perform or comply by the Developer or its subcontractors.

F. COMPENSATION

The City shall **reimburse** the Developer for all eligible project costs in the total amount of **$554,191**. This total amount includes a pre-development loan in the amount of $25,000 which was secured via legal agreement on June 28, 2010. The City's obligation to make periodic or final payment to the Developer shall be conditioned upon the City's receipt of grant funds sufficient to make such payment. Final compensation will be made only when the Developer is in full compliance with this Agreement.

G. PAYMENT METHOD

Payment is made on a reimbursement basis of actual and proper expenditures and shall be made in accordance with this Agreement between City and Developer. The Developer may only request disbursement of funds when funds are needed for payment of eligible costs, and the amount of the disbursement request must be limited to the amount needed. The City shall only reimburse HOME-eligible expenses.

The City may withhold any payment if the Developer has failed to comply with program objectives, contractual terms, or reporting requirements. The City may withhold payment of the final five percent (5%) of the total award amount until the Developer has submitted and the City has accepted all required financial and performance report information required pursuant to either the Grant or City requirements. The following documentation must be submitted for payment requests:

- Invoices, receipts, purchase orders, and/or contracts pertaining to the specific request for disbursement.
- Completed Request for Reimbursement and Progress Report form.

H. DEVELOPER AN INDEPENDENT DEVELOPER

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

I. PERSONNEL

The Developer represents that it has, or shall secure all personnel required in performing the services under this Agreement. All of the services required hereunder shall be performed by the Developer, or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be eligible under the law to perform such services.

Where the State or local public jurisdictions require licensure for the provision of services provided hereunder, the Developer and any subcontractors shall be properly licensed.

Other professional services subcontracted for by the Developer will provide proof of insurance as required by Montana Law to include Commercial General Liability not less than $1.5 Million per occurrence and Builder's Risk Insurance for development and construction in an amount not less than the completed value of the whole completed property.

J. TIME OF PERFORMANCE

This Agreement shall become effective upon its execution. The project shall commence as soon as practicable after the execution of this Agreement and shall be undertaken and performed in accordance with the schedule set forth in this Agreement between the City and the Developer. The Developer agrees that time is of the essence in the performance of its obligations under this Agreement, and that completion of the project shall occur no later the termination date or the date(s) set forth in the PROJECT SCHEDULE section of this agreement.

K. TERMINATION DATE

This Agreement shall terminate twenty (20) years for the entire period of affordability as per 24 CFR 92.504(c)(2)(ix), after the date upon which the certificate of occupancy was issued, in addition to authorized extensions as set forth in the Agreement between the City and the Developer.

L. SCOPE OF ACTIVITIES

The Developer will carry out the activities as established herein. The major components pertaining to this Agreement are development of new construction of affordable rental housing of various bedroom sizes within the City of Billings limits. Activities are further defined in Section D, Acceptance of HOME Requirements.

M. ENFORCEMENT OF THE AGREEMENT

The affordability requirements in CFR 24 Section 92.252 shall be enforced by recorded deed. Any issues relating to non-compliance will be managed in accordance with a progression of severity for non-responsiveness and continued non-compliance. This progression includes verbal guidance, guidance delivered via email, guidance delivered by mail, informal meetings to resolve non-compliance issues, withholding currently allocated and committed funding for reimbursements, mandatory meetings to resolve non-compliance issues, notifications of non-compliance via certified mail, determination of ineligibility for future City funding, and termination of current agreements due to non-compliance.

N. LIAISON AND NOTICE

- Dina Harmon, Community Development Program Coordinator, is the City's liaison with the Developer.
- Heather McMilin is the Developer's liaison with the City.

Notice will be sufficient if given in writing and mailed to the parties' liaison at the addresses described herein.

O. OWNERSHIP AND PUBLICATION OF MATERIALS

All reports, information, data, and other materials related to the project and prepared by any subcontractor pursuant to this Agreement are to be the property of the Developer, and the City, which each have the nonexclusive and unrestricted authority to release, publish or otherwise use in whole or in part, information relating to it. No material produced in whole or in part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written permission of the City and the Developer.

P. ACCESS TO RECORDS

The Developer will supply to the City copies of all current records, including, but not limited to: contracts; approved invoices and lien releases; project budgets; cash flow statements; annual audits; and any and all financial records which impact the performance of the Developer under the terms of this written agreement.

The Developer may, at the City's discretion, be considered in breach of this agreement by failing to provide any and all requested documentation in a timely manner. Failure to provide timely access to records is grounds for termination of this agreements and non-reimbursement for expenditures. The City will retain records of the Developer's performance under this Agreement and will allow access to these records at any time during normal business hours by the Developer, HUD, and the Comptroller General. These records will be kept at the City of Billings Community Development Office, Billings, Montana.

Project Records Required:

Upon completion of the project's predevelopment, the Developer will submit to the City the following project predevelopment records:

1. Property acquisition records including but not limited to:
   - Property Appraisal
   - Title Report
   - Site Control Status
   - Property Survey
   - Soils Report
   - Engineer's Report
   - Environmental Reports
2. Property construction / rehabilitation records including but not limited to:
   - Documentation that the project meets applicable property standards for HOME rehabilitation activities and / or new construction.
   - Documentation that the rents charged in each HOME assisted unit conforms to HOME program requirements.
   - For each household renting a HOME assisted unit, a copy of the rental application, income verification, and rental agreement and subsequent annual income verifications.

- An approved Affirmative Marketing Plan which complies with 24 CFR 92.351 for projects with five (5) or more HOME-assisted units.
- Immediate written notification of any pending legal action which names the Developer and the real property assets covered under this agreement.
- Copies of invoices submitted for payment.
- Verification of matching contribution from owner.

The records described above must be retained for a period of five years after project closeout. Records demonstrating compliance with project requirements that apply for the period of affordability must be retained for at least five years after the required period of affordability. If any litigation, claim negotiation, audit or other action has been commenced before the expiration of the regular five-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular period, whichever is later.

Access to the records described above and all other documentation relating to the program is governed by all applicable state and federal laws as they pertain to disclosure of information to the public and to the individual's right of privacy.

Q. PROGRESS REPORTING

The Developer will promptly submit status reports on project progress at the request of, and in the format prescribed by, the City of Billings. During the development phase of this project, the Developer will submit reports on project progress **quarterly** to: Community Development Coordinator, P.O. Box 1178, Billings, MT 59103.

R. CHDO PROVISIONS

It is understood that the Developer has certified that it is and will maintain CHDO status for the term of this agreement in accordance with 24 CFR 92. Developer agrees to provide information as may be requested by the City to document its continued compliance, including but not limited to an annual board roster and certification of continued compliance. Any funds advanced as CHDO pre-development funds must be in compliance with 24 CFR 92.301, and are forgivable only under the terms in 24 CFR 92.301. Any funds advanced to the CHDO as CHDO Operating Expenses must be expended in compliance with 24 CFR 92.208. Any funds that the CHDO is permitted to retain as CHDO proceeds from this project shall be used in compliance with 24 CFR 92.300(a)(2) or as specified in this Agreement. If the project is rental, the Developer will create and follow a tenant participation plan as required in 24 CFR 92.303

S. AVOIDANCE OF CONFLICT OF INTEREST

The Developer will comply with the provisions of 24 CFR § 92.356; and with § 2-2-125, 2-2-201, 7-3-4367, 7-5-2106, and 7-5-4109, MCA, as applicable, regarding the avoidance of conflict of interest.

A conflict of interest would be any employee of the City or his/her relative that has a real or perceived financial interest in a project receiving HOME funds from the City, or if a CHDO employee or member of the board occupies a HOME-assisted unit (with exceptions for management and maintenance employees).

T. MODIFICATION AND ASSIGNABILITY OF AGREEMENT

This Agreement contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party who are not contained in or authorized by this written Agreement, are valid or binding. This Agreement may not be enlarged, modified, or altered except upon written agreement. Any written request to modify or amend agreement will be reviewed by the City and respond to the Developer in writing.

All change orders to the approved scope must be submitted to the City for review and approved at the time the change is needed. If the City is unable to review the work at the time of the change or the change order is held and submitted at the end of construction, the change order may not be approved.

This Agreement does not imply any continuing commitment by the City of Billings beyond the termination date noted herein.

The City & Developer accept responsibility for adherence to the terms of this Agreement by contractor, subcontractor or sub-recipient entities and by its agents, if any, to which it delegates authority to carry out portions hereof. For the purposes of this Agreement, legal actions pending (or in process) are considered a pending modification of the written agreement and require a written notice to the City as soon as the written agreement becomes part or party to a legal civil or criminal action.

Modification or assignment of this Agreement without prior written notice to the City will be grounds for termination and loss of unexpended funds at the City's discretion. The City reserves the right to

seek damages if the termination of this written agreement results in the loss or repayment of funds by the City to HUD.

U. CONSTRUCTION AND VENUE

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

V. INDEMNIFICATION

The Developer waives any and all claims and recourse against the City, including the right of contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incidental to the Developer's or any contractor's, subcontractor's or sub-recipient's performance of this Agreement.

Further, the Developer will indemnify, hold harmless, and defend the City, its officers, agents and employees against any and all losses, claims, demands, damages, costs, expenses, or liability arising out of the Developer's or any contractor's, subcontractor's or sub-recipient's performance of this Agreement or in any way arising or resulting from any intentional or negligent act on the part of the Developer or its agents or employees or which result in personal injury or real or personal property damage to any person or entity including the City. In the event that the City is named as a co-defendant in any action relating to activities to be performed by the Developer or City or sub-recipient under this Agreement, the Developer will immediately notify the City of such fact in writing.

In addition, the City will indemnify, hold harmless, and defend the Developer, its officers, agents and employees against any and all losses, claims, demands, damages, costs, expenses, or liability arising out of the City's performance of this Agreement or in any way arising or resulting from any intentional or negligent act on the part of the City or its agents or employees or which result in personal injury or real or personal property damage to any person or entity including the Developer. In the event that the Developer is named as a co-defendant in any action relating to activities to be performed by the City or Developer under this Agreement, the City will immediately notify the Developer of such fact in writing.

W. TERMINATION OF AGREEMENT

This Agreement may be terminated as follows and is subject to the following provisions in accordance with 24 CFR 85.43, suspension or termination may occur if the Developer materially fails to comply with any term of the agreement (24 CFR 92.504(C)(2)(ix)):

Termination Due to Loss of Funding: The parties hereto expressly recognize that Developer is to be paid, reimbursed, or otherwise compensated with federal HOME funds provided to City under the HUD HOME Contract for the purpose of contracting for the services provided for herein or with program income; and therefore, Developer expressly understands and agrees that all its rights, demands, and claims to compensation arising under this contract are contingent upon receipt of such funds by City. In the event that such funds or any part thereof are not received by City, the City may immediately terminate or amend this agreement.

Termination for Cause: If, through any cause, the Developer shall fail to fulfill in a timely and proper manner their obligations under this Agreement, or if the Developer shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement for cause by giving written notice to the Developer of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. It is understood that the Developer and City representatives shall enter into negotiations in an attempt to reach a solution mutually acceptable to both parties within ten (10) days of notification of termination, if the City shall so request in writing. If no agreement is reached by the City and Developer then the matter will be referred to HUD for resolution. In any event, the City may terminate the agreement to fund an activity without cause or recourse from the Developer, its agents or subcontractors.

Notwithstanding the above, the Developer shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of contract by the Developer, and the City may withhold any payment to the Developer for the purpose of setoff until such time as the exact amount of damages due to the City from the Developer is determined.

Return of Material: In event of termination, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Developer under this Agreement, shall, at the option of the City, become the City's property, and City shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Remedies: Where either party violates or breaches contract terms, the other party, in its discretion, may, in addition to terminating this Agreement, institute such administrative, contractual, legal or equitable remedies available as may be appropriate. In such event, the party found in violation of the Agreement shall pay the other party's costs and reasonable attorney's fees incurred thereby.

X. CONTRACT SUSPENSION

If the Developer fails to comply with any contractual provision, the City may, after notice to the Developer, suspend the Agreement and withhold further payments to prohibit the Developer from incurring additional obligations of contractual funds or demand repayment of funds expended, pending corrective action by the City or a decision to terminate in accordance with provisions herein. The City may determine to allow such necessary and proper costs which the Developer could not reasonably avoid during the period of suspension, provided such costs were necessary and reasonable for the conduct of the project.

Y. COMPLIANCE WITH LAWS

1. **Median Income Level**: Projects with five (5) or more HOME-assisted units are required to have at least 20% of the units occupied by households at or below 50% of the area median income level. Rents for these units must be set at the low-HOME rent level. In addition, 90% of households placed in the projects HOME-assisted units must have incomes at or below 60% of the area median income for initial occupancy. Therefore, the Developer will ensure occupation of HOME-assisted units will comply with HOME program requirements throughout the period of affordability.

   In the event that the units rented to households exceed income eligibility any given time, the imbalance shall be corrected by assuring future units rented in the project will be rented to income-qualified households.

2. **Political Activities**: None of the funds, materials, property or services provided directly or indirectly under this agreement shall be used for any partisan political activities or to further the election or defeat of any candidate for public office. By signing this agreement, the Developer certifies that no HOME funds will be spent on lobbying activities in connection with the assistance, in accordance with 24 CFR 91.225.

3. **Insurance Coverage**: The Developer shall secure and maintain such insurance policies, including those set forth below, as will protect itself, its subcontractors and, unless otherwise specified, the City from all claims for bodily injuries, death or property damage which may arise under this agreement; whether the acts were made by the City or Developer or by any subcontractor or anyone employed by the Developer directly or indirectly. The following insurance policies are required:

   a. Commercial General Liability in an amount not less than $1.5 million per occurrence for injuries, including accidental death to any one person.

   b. For development and construction, Builder's Risk Insurance in an amount not less than the completed value of the whole property to be purchased by the General Contractor of the project.

   The Commercial General Liability Insurance certificate shall be maintained during the life of the Agreement. The Builders Risk Insurance shall be secured prior to initiating construction on the first unit.

   All insurance certificates shall name the City as an insured party and contain the following language, "The Company agrees that it will give the City of Billings, Montana 10 days prior written notice of its intent to cancel or materially change the described policy." This language, however, if accompanied by a disclaimer or any other language, which negates company responsibility for failing to provide said notice, will not be acceptable.

   The insurer must be satisfactory to the City Attorney for the City of Billings. Further, the Developer will assure all subcontractors performing work on the project maintain public liability, property, and casualty insurance and statutory workers compensation insurance coverage in compliance with State Law.

4. **Construction Contracts**: The Developer agrees to deny participation in construction contracts by ineligible, debarred or suspended persons or entities at 24 CFR Part 24. The Developer will provide the City with the names of contractors and subcontractors prior to entering into contracts. This restriction applies to any expenditure of federal funds and extends to all subcontracts executed by the Developer.

5. **Lead-Based Paint**: The Developer agrees that any construction of residential structures with assistance provided under this agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR Part 35 in addition to 24 CFR 92.355 (if HOME funded) and 570.608 (if CDBG funded), which results in the prohibition of the use of lead-based paint for this project. The

Developer agrees to use lead safe work practices in accordance with HUD requirements, and will not utilize lead-based paint in new construction projects.

6. **Environmental Review:** The Developer will carry out each activity in compliance with all federal laws and regulations described in 24 CFR, Part 92, subpart H, except that the Developer does not assume the City's responsibility for the environmental review which will be completed by the City prior to the beginning of construction. The City received a Environmental Clearance to Release Funds from HUD dated February 11, 2013.

7. **Uniform Relocation Act:** The Developer will be subject to compliance with the federal Uniform Relocation Act and Section 104 (d), 24 CFR 92.353 and all related laws and regulations, be solely responsible for the cost to comply with those requirements, and be subject to termination of this Agreement without cause other than failure to comply with federal regulation. Further, the Developer will maintain the obligation to bear all costs associated with relocation resulting from activities undertaken with HOME funds.

8. **Subsidy Layering:** The Developer will ensure compliance with subsidy layering review requirements, including the provision of a the following, updated documents as soon as they become available:

   a. Certification of Federal Assistance

   b. Sources and Uses Budget

   c. Development Budget

   d. Operating Budget, including Pro-Forma for a period of operation equal to the duration of the established period of affordability.

   Should the project involve the use of low-income housing tax credits (LIHTC), the Developer will provide the City a copy of the LIHTC subsidy layering review for the project file as soon as the review is completed.

9. **Religious Organization:** The Developer will follow the provisions governing the restriction on the use of HOME funds by religious organizations, as contained in 24 CFR 92.257.

10. **Drug-Free Work Place**: The Developer certifies that it will provide a drug-free work place.

11. **Non-Discrimination:** The Developer will not discriminate against any contractor, subcontractor, or rental applicant due to race, color, creed, religion, ancestry, national origin, sex, disability, or other handicap, age, sexual orientation, gender identity, marital / familial status, status with regard to direct rental assistance or other public assistance. The Developer will take affirmative action to ensure all employment practices are free from such discrimination. The Developer agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607 and (CDBG funding) as revised by Executive Order 13279 or 24 CFR 92.350 (HOME funding).

12. **Affirmative Marketing:** The Developer will comply with HUD guidelines for affirmative marketing, as outlined in 24 CFR 92.351, Subpart H for projects with five (5) or more HOME assisted units. Four (4) units are being assisted with HOME funds under this agreement.

13. **Labor Standards:** Housing projects with twelve (12) or more HOME-assisted units are subject to conform to the Davis-Bacon Act (40 USC 276a-276a-5), which requires payment of not less than the wages prevailing in the locality to all laborers and mechanics employed in the development of any such housing. Housing projects with HOME-assisted units must also comply with the Contract Work Hours and Safety Standards Act (CWHSSA), the Copeland Act (Anti-Kickback Act), and the Fair Labor Standards Act (FLSA), including the applicable overtime provisions.

14. **Fixed or Floating Units:** Four of the units in the proposed project will be considered HOME-assisted, floating units.

15. **Project Monitoring during the Period of Affordability**: The period of affordability for the project begins the date the project is completed and a Certificate of Occupancy has been issued, and continues throughout the twenty (20) year affordability period.

    Information necessary for completing activities in IDIS include: finalized project budget; occupant demographic and income data; information on unit configuration; rents; and rental assistance. Other mandatory HUD monitoring requirements include (but are not limited to):

    a. Demographic and rental unit information on initial occupants;

    b. Annual reports on current occupants including demographic and rental unit information;

    The Developer will provide initial rent-up information on occupants and units to the City within thirty (30) days of initial occupancy and annually thereafter. The City's monitoring responsibilities include (but are not limited to):

a. On-site monitoring reviews of the project at least every three (3) years as required for a project of one to four (1-4) total units; and

b. Source documentation monitoring for occupant income and eligibility verification at least every six (6) years.

Z. GRANT CONTROLS

Notwithstanding any provision herein to the contrary, the performance and administration of this Agreement shall be subject to the applicable provisions of the City's HOME Contract with HUD. Accordingly, the Developer hereby assumes all obligations under the Contract as a condition to Developer's obligation to perform under this Agreement.

Z. SIGNATURES

Printed Name: Andrea Davis	**Printed Name:**
Signature: Andrea Davis	**Signature:**

STATE OF MONTANA)
: ss.
County of Missoula)

On the 21st day of March, 2013, before me, Jeannine Lovell, a Notary Public for the State of Montana, personally appeared Andrea Davis and _____ and whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

Seal:

JEANNINE LOVELL NOTARIAL SEAL STATE OF MONTANA

JEANNINE LOVELL
NOTARY PUBLIC for the
State of Montana
Residing at Missoula, Montana
My Commission Expires
October 12, 2014

Jeannine Lovell

Printed Name: Cari Martin, City Clerk	**Printed Name:** Thomas W. Hanel, Mayor, City of Billings
Signature:	**Signature:**

STATE OF MONTANA)
: ss.
County of Yellowstone)

On this ____ day of _____, 2013, before me, a Notary Public for the State of Montana, personally appeared THOMAS W. HANEL and CARI MARTIN, known to me to be the Mayor and City Clerk respectively of the City of Billings, and whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

Seal:

_____

Approved as to form: _____
Brent Brooks, City Attorney

After recording return to:
City of Billings
Community Development Division
P.O. Box 1178
Billings, MT 59103

DEED RESTRICTION AGREEMENT
Affordable Housing Program

between

City of Billings
A Montana Municipal Corporation
whose address is
P.O. Box 1178 Billings, Montana 59103
the "City"

and

HAB Development Corporation, a Montana Non-Profit Organization
whose address is
2415 1st Avenue North, Billings, Montana 59101,
the "Owner / Developer", hereafter referred to as the "Owner"

DATE: _____

DRAFT

A. PURPOSE

This Land Use Restriction Agreement ("Agreement") is made and entered into this day by and between the City and the Owner and is in effect from the date a Certificate of Occupancy is issued for the project outlined herein and continues for a period of **twenty (20) years of assured affordability**;

WHEREAS the City has granted to the Developer, Homeword, HOME Investment Partnership (HOME) funding in the amount of **Five-Hundred and Fifty Four Thousand and One Hundred and Ninety-One Dollars ($554,191)** as a grant for the purpose of constructing **four (4)** units of affordable rental housing for the owner of the property legally described as:

> ***Lot 1A of Amended Plat of Lots 1, 2 & 3, Block 2, Whitetail Square Subdivision in the 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.***

WHEREAS the Owner must agree to continuously comply with certain occupancy and rent restrictions for each Assisted Unit for the Term of this Agreement; and the parties hereto have entered into this Agreement to evidence Owner's agreement to comply with such restriction.

NOW, THEREFORE in consideration of the grant and other good and valuable consideration, the parties hereto do hereby agree as follows.

B. DEFINITIONS

1. **Agreement** means this Land Use / Deed Restriction Agreement, as it may from time to time

be amended.

2. **Assisted Unit** means any unit for which HOME funds are used for construction and / or rehabilitation.

3. **Low-Income Households** means households with a total household income not exceeding fifty (50) percent of current area median income in the area in which the property is located, as determined by the Secretary of Housing and Urban Development.

4. **Qualified Tenant** means a family or individual tenant of a qualifying unit who satisfies the income requirements set forth in this Agreement.

5. **Qualifying Unit** means a housing unit:

   a. Rented to either a Low-Income household; and

   b. Is used in complying with the low-income occupancy requirements outlined herein.

6. **Term** means a period commencing after the completion of construction as evidenced by the Certification of Occupancy and enduring for the entire **period of affordability of twenty (20) years**.

C. USE AND OCCUPANCY OF THE PROPERTY

1. It is agreed that, during the Term, the Owner will maintain the property as rental housing and will rent or hold available for rental each Assisted Unit on a continuous basis.

2. The Owner will make the HOME units continuously available for occupancy for Low-Income Households and incomes for qualifying households cannot exceed sixty (60) percent of the current area median household income.

3. The determination of whether the annual income of a household occupying or seeking to occupy a Qualifying Unit meets the applicable income limit shall be made prior to admission to occupancy of such household in a Qualifying Unit. Thereafter such determinations shall be made at least annually on the basis of an examination or reexamination of the current income of the household or individual. This information will be provided to the City on an annual basis by the Owner.

4. Anything to the contrary in the foregoing notwithstanding, the Owner will not terminate the occupancy of any tenants in occupancy on the date hereof that are not Low-Income Households for purposes of meeting the requirements of this Agreement.

D. RENT LIMITATIONS FOR QUALIFIED TENANTS

The Owner may make a written request to the City for the schedule of maximum rents applicable to the property as of the date hereof, and the City shall provide such schedule within thirty days of the date that the City receives such request. Such rents shall be subject to annual adjustment upon publication by the U.S. Department of Housing and Urban Development of revised income limits for area low-income households, which adjustment shall be based upon changes in the applicable area median income limits. In projects with five (5) or more HOME – assisted units, 20 percent of the HOME – assisted units must comply with the HOME Low Rents. The remaining units can be rented at the High HOME rental limit.

E. LEASE PROVISIONS

1. Lease provisions

All tenant leases entered into with Qualified Tenants during the Term shall contain provisions wherein:

a. Each individual lessee certifies the accuracy of the information provided in connection with the examination or re-examination of annual income of the household of such lessee;

b. Each individual lessee certifies that the annual income and other eligibility requirements shall be deemed substantial and material obligations of his or her tenancy, that he or she will comply promptly with all requests for information with respect thereto from Owner or the City and that his or her failure to provide accurate information regarding such requirements (regardless of whether such inaccuracy is

intentional or unintentional) or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of his or her tenancy and constitute cause for immediate termination thereof.

c. Initial leases between the owner and tenants must be for a least one year and are to be re-negotiated by mutual agreement for continuing leases thereafter.

2. Examination and Re-examination of Incomes

a. The Owner shall be responsible for determination of the annual income and household composition of Qualified Tenants, and for re-examination of annual income and household composition of Qualified Tenants at least annually in accordance with procedures prescribed by the City. Documentation of this activity will be reported to the City on an annual basis.

b. As a condition of admission to occupancy of a Qualifying Unit, Owner shall require household head, and other such household members as it designates, to execute an approved release and consent authorizing any depository or private source of income, or any Federal, State or local agency, to furnish or release to Owner and to the City such information as Owner or the City determines to be necessary. The use of disclosure of information obtained from a household or from another source pursuant to this release and consent shall be limited to purposes directly connected with administration of this Agreement.

c. Owner shall not be deemed to be in violation of this Agreement if, in determining Annual Income and household composition of a Qualified Tenant:

i. Owner has relied in good-faith upon information which is supplied to Owner by the tenant;

ii. Owner has no reason to believe such information is false; and

iii. Owner has complied with all requirements with respect to verification of household income and household composition.

3. Certification by Owner of Continued Compliance

During the term, on each anniversary of the date of the Certificate of Occupancy, Owner shall submit to the City a certification in a form prescribed by the City, as to Owner's compliance with all of the terms and provisions of this Agreement.

4. Maintenance of Documents

All tenant lists, applications, leases, waiting lists, income examinations and reexaminations relating to the property shall at all times be kept separate and identifiable from any other business of the Owner which is unrelated to the property, and shall be maintained, in a reasonable condition for proper audit and subject to examination and photocopying during business hours by representatives of the City.

5. Compliance Review

The City periodically will monitor the Owner's compliance with the requirements of this Agreement. In conducting compliance reviews, the City will rely primarily on information obtained from Owner's records and reports, findings from on-site monitoring, and audit reports. The City may also consider relevant information gained from other sources, including litigation and citizens complaints.

6. Inspections

a. During the Term, beginning after completion of construction and / or rehabilitation, the City or its representative shall inspect the property a minimum of every three years to document the property continues to comply with Section 8 Housing Quality Standards.

b. If at any time during the Term the property is found to be in noncompliance with Section 8 Housing Quality Standards, Owner agrees:

i. To complete the repairs necessary to bring the property into compliance within thirty (30) days of notification by the City;

ii. Notify the City that the repairs have been completed; and

iii. Contact the City to schedule re-inspection.

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7. **Releases**

   The City shall execute such documents as may be required to evidence release of the property from the covenants and restrictions set forth in this Agreement based upon the expiration of the Term as provided.

8. **Lease Provisions**

   Leases between the Owner and tenants ***may not*** contain any of the following provisions:

   a. **Agreement to be sued**: Agreement by the tenant to be sued, to admit guilt or to judgment in favor of the Owner in a lawsuit in connection with the lease;

   b. **Treatment of Property**: Agreement by the tenant that the Owner may seize or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This provision does not apply to disposition of personal property left by a tenant who has vacated a property;

   c. **Excusing Owner from responsibility**: Agreement by the tenant not to hold the Owner or Owner's agents legally responsible for any action or failure to act, whether intentional or negligent;

   d. **Waiver of notice**: Agreement of the tenant that the Owner may institute a lawsuit without notice to the tenant;

   e. **Waiver of legal proceedings**: Agreement of the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;

   f. **Waiver of a jury trial:** Agreement by the tenant to waive any right to a jury trial;

   g. **Waiver of right to appeal court decision**: Agreement by the tenant to waive the tenant's right to appeal or to otherwise challenge in court a court decision in connection with the lease;

   h. **Tenant chargeable with cost of legal actions regardless of outcome**: Agreement by the tenant to pay attorney's fees or other legal costs, even if the tenant wins in a court proceeding by the Owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

F. REPRESENTATIONS AND WARRANTIES OF OWNER

Owner represents and warrants that he has validly executed this Agreement and the same constitutes the binding obligation of Owner. Owner has full power, authority and capacity to enter into this Agreement, to carry out Owner's obligations as described in this Agreement and to assume responsibility for compliance with all applicable federal rules and regulations.

To the best of Owner's knowledge, the making of this Agreement and Owner's obligations hereunder:

1. Will not violate any contractual covenants or restrictions between the Owner or any third party affecting the property;
2. Will not conflict with any of the instruments that create or establish Owner's authority;
3. Will not conflict with any applicable public or private restriction;
4. Does not require any consent or approval or any public or private authority which has not already been obtained; and
5. Are not threatened with invalidity or unenforceability by any action, proceeding or investigation pending or threatened, by or against the Owner, without regard to capacity, any person with whom Owner may be jointly or severally liable, or the property or any part thereof.
6. No litigation or proceedings are pending or to the best of owner's knowledge, threatened against Owner which if adversely determined could individually or in the aggregate have an adverse effect on title to or the use and enjoyment or value of the property, or any portion thereof, or which could in any way interferes with the consummation of this Agreement.
7. Owner agrees to indemnify and hold harmless the City from and against all liabilities, losses, claims, damages, judgements, costs and expenses (including, without limitation, reasonable attorney's fees) incurred by the City as a result of any material inaccuracy in any of the representations and warranties contained herein.

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G. ENFORCEMENT AND REMEDIES

1. If the Owner defaults in the performance of any of its obligations under this Agreement or breaches any covenant, agreement or restriction set forth herein, and if such default remains uncured for a period of sixty (60) days after notice thereof shall have been given by the City (or for any extended period approved in writing by the City if the default or breach stated in such notice can be corrected, but not within such 60 day period, unless Owner does not commence such correction or commences such correction with such 60 day period but thereafter does not diligently pursue the same to completion within such extended period), the City shall be entitled to apply to any court having jurisdiction of the subject matter for specific performance of this Agreement, for an injunction against any violation of this Agreement, or for such other relief as may be appropriately compensated by monetary damages in the event of Owner's default. The City shall be entitled to its reasonable attorneys' fees in any such judicial action in which the City shall prevail.

2. Each right, power and remedy of the City provided for in this Agreement now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by the City of any one or more of the rights, powers or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute of otherwise shall not preclude the simultaneous or later exercise by the City of any or all such other rights, powers or remedies.

3. The affordability requirements in CFR 24 Section 92.252 shall be enforced by recorded deed. Any issues relating to non-compliance will be managed in accordance with a progression of severity for non-responsiveness and continued non-compliance. This progression includes verbal guidance, guidance delivered via email, guidance delivered by mail, informal meetings to resolve non-compliance issues, withholding currently allocated and committed funding for reimbursements, mandatory meetings to resolve non-compliance issues, notifications of non-compliance via certified mail, determination of ineligibility for future City funding, and termination of current agreements due to non-compliance.

H. MISCELLANEOUS

1. Notices

All notices required or permitted to be given under this Agreement must be in writing and will be deemed to have been duly given if delivered personally or mailed, postage prepaid, by registered or certified United States mail, return receipt requested, addressed to the parties at the following address:
FOR THE CITY:
Community Development Manager
Community Development Division
PO Box 1178, Billings, Montana 59103

FOR THE OWNER:
HAB Development Corporation
2415 1st Avenue North, Billings, Montana 59101

2. Binding Effect; Covenants Running with the Land

During the Term, this Agreement and the covenants, reservations and restrictions contained herein shall be deemed **covenants running with the land** for the benefit of the City and its successors, and shall pass to and be binding upon Owner’s heirs, assigns and successors in title to the property, or if the property shall not include title to land, but shall include a leasehold interest in land, this Agreement and the covenants, reservations et al shall bind the leasehold interest as well as the property and shall pass to and be binding upon all heirs, assigns and successors to such interests; provided.

Upon expiration of the Term in accordance with the terms hereof said covenants, reservations and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments.

If a portion or portions of the property are conveyed, all of such covenants, reservations and

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restrictions shall run to each portion of the property. The City, at Owners cost and expense, shall cause this Agreement to be duly recorded or filed and re-recorded or re-filed in such places, and Owner shall pay or cause to be paid all recording, filing, or payments in lieu of taxes, fees and charges, and shall comply with all such statutes and regulations as may be required by law, in the opinion of qualified counsel, in order to establish, preserve and protect the ability of the grantee to enforce this Agreement

I. SIGNATURES

FOR HAB DEVELOPMENT CORPORATION	
Renee McLure, Executive Assistant **HAB Development Corporation**	**Lucy Brown, Secretary** **HAB Development Corporation**
Signature:	**Signature:**
STATE OF MONTANA) : ss. County of Yellowstone) On this ____ day of _____, 2013, before me, a Notary Public for the State of Montana, personally appeared RENEE MCLURE and LUCY BROWN, known to me to be the EXECUTIVE ASSISTANT and SECRETARY of the HAB DEVELOPMENT CORPORATION respectively, and whose names are subscribed to the within instrument and acknowledged to me that they executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.	
Seal:	

FOR CITY OF BILLINGS	
Cari Martin, City Clerk **City of Billings**	**Thomas W. Hanel, Mayor** **City of Billings**
Signature:	**Signature:**
STATE OF MONTANA) : ss. County of Yellowstone) On this ____ day of _____, 2013, before me, a Notary Public for the State of Montana, personally appeared Thomas W. Hanel and CARI MARTIN, known to me to be the Mayor and City Clerk respectively of the City of Billings, and whose names are subscribed to the within instrument and acknowledged to me that they executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.	
Seal:	
Approved as to form:	_____

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	Brent Brooks, City Attorney

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Consent **1. E.**

Regular City Council Meeting
Meeting Date: 04/08/2013
TITLE: Venture Theatre Downtown Revolving Loan Fund Loan Modification
PRESENTED BY: Patrick M. Weber, Finance Director
Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Venture Theatre was issued a Downtown Revolving Loan Fund loan in September 2003. The last payment received from the Theatre was on June 13, 2012. The Downtown Revolving Loan Committee met with representatives of the Venture Theatre on Tuesday, March 19, 2013. Venture Theatre has received a pledge of $50,000 to reduce the principle amount of their Downtown Revolving Loan. They have also received a pledge of $2,500 per month to pay the principle and interest on the remaining loan balance.

The committee voted in favor of recommending the loan modification and full repayment of the existing principle of $72,356.79 by February 2014.

ALTERNATIVES ANALYZED

Council may approve the loan modification or not approve the loan modification.

FINANCIAL IMPACT

The current principal balance of $72,356.79 will be reduced by an initial payment of $52,500 ($50,000 pledge, plus $2,500 first payment commitment) reducing the principal balance to $19,856.79 on May 1, 2013. On June 1, 2013, a $2,500, principal and interest monthly payment begins with a final payment January 1, 2014, of $2,429.83 for repayment of the principle balance of $19,856.79 plus interest.

Additional terms; the City will forgive accrued interest and penalties through April 30, 2013, of $1,014.78 and $1,467.43, respectively.

RECOMMENDATION

The Downtown Revolving Loan Fund Committee recommends that the City Council approve the Venture Theatre loan modification.

APPROVED BY CITY ADMINISTRATOR

Attachments

Loan Modification Terms

Attachment A

Revolving Loan Fund Loans

Monday, April 8, 2013

The Venture Theatre loan will have the following amended terms and requirements:

Loan	The current principal balance of $72,356.79.
Interest Rate	1.01% adjusted annually to low federal funds rate plus 1%.
Term	Amortized until paid in full
Payments	Initial payment of $52,500 of principal reduction on May 1, 2013. On June 1, 2013, a $2,500, principal and interest monthly payment begins with a final payment January 1, 2014 of $2,429.83 for repayment of the principle balance of $19,856.79 plus interest as of May 1, 2013.
Personal guarantees	The City will maintain the personal guaranty from Mike Schaer until the load in paid in full.
Additional terms	The City will forgive accrued interest and penalties through April 30, 2013, of $1,014.78 and $1,467.43, respectively.

This loan modification is to amortize the loan that is more convenient for Venture Theatre.

Consent **1. F.**

Regular City Council Meeting
Meeting Date: 04/08/2013
TITLE: Approval of MET Transit's Updated Title VI Program
PRESENTED BY: Thomas H. Binford
Department: Transit

Information

PROBLEM/ISSUE STATEMENT

As a recipient of Federal transit funding, MET Transit has been required to have a Title VI Program in place with the Federal Transit Administration (FTA). Title VI of the Civil Rights Act of 1964 states: "No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance based on race, color, or national origin." In addition to the requirement to submit an updated Title VI Program every three years, on August 28, 2012, the FTA published a notice in the Federal Register announcing changes to the Title VI Circular. One of the new requirements of the Circular is that the MET's Title VI Program must now be approved by the City Council and signed by the Mayor. A copy of the updated Title VI Program is available for review in the City Clerk's office.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the updated Title VI Program; or
- Not approve the updated Title VI Program and jeopardize receiving any further FTA grant funding.

FINANCIAL IMPACT

As a recipient of Federal transit funding, MET must have a Title VI Program in place. Failure to submit an updated Program may jeopardize or delay the award of the annual FTA operating and capital grants, and prevent the drawdown of any of those funds.

RECOMMENDATION

Staff recommends that City Council approve and the Mayor sign the updated Title VI Program.

APPROVED BY CITY ADMINISTRATOR

Attachments

Title VI Program

CITY OF BILLINGS
AVIATION AND TRANSIT DEPARTMENT

MET Transit
P.O. Box 1178
Billings, Montana 59103-1178
(406) 657-8217
(406) 657-8419 FAX

Thomas H. Binford, A.A.E.
Director of Aviation and Transit

Ronald C. Wenger
Transit Manager

March 21, 2013

Rebecca Ubando Tanrath
Civil Rights Officer, Region VIII
Federal Transit Administration
12300 West Dakota Avenue, Suite 310
Lakewood, CO 80228-2583

RE: Title VI General Reporting Requirements
Vendor Code: 1150

Dear Ms. Tanrath:

A July 10, 2010 letter from your office approved the City of Billings Transit Division's Title VI Program until January 2, 2013 based on your review of our Title VI Program Update submitted on February 26, 2010. You also indicated a program update report should be forwarded to your office using FTA Circular 4702.1B. Accordingly, this correspondence provides that update.

With regard to Title VI – Civil Rights submissions, the following are our responses to FTA Circular 4702.1B, titled "Title VI Requirements and Guidelines for Federal Transit Administration Recipients", dated October 1, 2012:

1. Our Title VI Notice to the Public (appendix 2) is printed in both English and Spanish. The notice is posted in all transit vehicles, at both transfer centers, at our Administrative offices (1705 Monad Road) and on our website.
2. A copy of the City of Billings "Nondiscrimination Policy Statement And Complaint Procedure For the MET Bus Program" is attached.
3. Our Title VI Complaint Form is attached.
4. Since our last submittal, there have been no investigations, complaints, or lawsuits alleging discrimination on the basis of race, color, or national origin filed against the City of Billings' Transit Division.
5. The Public Participation Plan is attached.
6. The updated Language Assistance Plan applying the four factor needs assessment is attached.
7. The updated Language Interpreters List (appendix 3) and 2010 Census for the City of Billings (appendix 4) is attached.

8. The City of Billings MET Transit is governed by the City Council. An elected position, City Council members serve four-year terms and are limited to two consecutive terms.
9. At this time the City of Billings MET Transit is the primary recipient and does not have subrecipients.
10. Since our last submittal, the City of Billings Met Transit has not constructed any new facilities.
11. The Title VI Program Update is scheduled to go before our City Council on April 8, 2013 for approval. A copy of the Council meetings will be forwarded thereafter.
12. MET Transit's System–wide Service Standards and Policies is attached.
13. The Federal Fiscal Year 2013 Certifications and Assurances for Federal Transit Administration Assistance Programs was executed by the Mayor and submitted electronically on February 27, 2013.

It is our understanding that submission of this Title VI Program Update will satisfy the requirements of FTA Circular 4702.1B and facilitate approval of the City's future grant applications. If there is any information or documentation needed with regards to Civil Rights matters please notify me at (406) 657-8221.

Thank you for your assistance.

Sincerely,

Ronald C. Wenger
Transit Manager

Cc: Thomas H. Binford, A.A.E., Director of Aviation and Transit
Title VI File
Chrono

MET Transit is committed to ensuring that no person is excluded from participation in, or denied the benefits of, or be subject to discrimination in the receipt of its services or programs on the basis of race, color or national origin or any other characteristics protected by law, including Title VI of the Civil Rights Act of 1964, as amended. Further, under the Americans with Disabilities Act (ADA) of 1990, no entity shall discriminate against an individual with a physical or mental disability in connection with the provision of transportation service.

To obtain more information on MET Transit's nondiscrimination obligations or to file a Title VI complaint, contact Ron Wenger, Transit Manager at 657-8218 or fax 657-8419. You may file a written complaint no later than 180 days after the date of the alleged discriminate at:

City of Billings, MET Transit
Ron Wenger, Transit Manager
P.O. Box 1178
Billings, MT 59103

MET Transit es cometido al contrato de un seguro que ninguna persona es excluida de la participación en, o negada los beneficios de, o ser sujeta a la discriminación en el recibo de sus servicios o programas sobre la base de raza, color o origen en nacional o cualquier otra característica protegida según la ley, incluso el Título VI del Acto de Derechos Civil de 1964, como enmendado. Adelante, bajo el Acto de Americanos con Discapacidades (ADA) de 1990, ninguna entidad discriminará a un individuo con una discapacidad física o mental en relación a la provisión del servicio de transporte.

Para obtener más información en las obligaciones de no discriminación del MET Transit o archivar una queja de Título VI, póngase en contacto con Ron Wenger, Gerente de Tránsito en 657-8218 o el fax 657-8419. Usted puede presentar una demanda escrita no más tarde que 180 días después de que la fecha del presunto discrimina en:

City of Billings, MET Transit
Ron Wenger, Transit Manager
P.O. Box 1178
Billings, MT 59103

CITY OF BILLINGS

NONDISCRIMINATION POLICY STATEMENT

AND

COMPLAINT PROCEDURE

FOR THE

MET TRANSIT BUS PROGRAM

The Billings MET Transit program (hereinafter referred to as the "Recipient") hereby agrees to comply with the following Federal statutes, Federal Highway Administration Regulations, Federal Transit Administration, and the Montana Department of Transportation, and the policies and procedures promulgated by the Federal Highway Administration, as a condition to the receipt of Federal funds.

NON-DISCRIMINATION ASSURANCE STATEMENT

Title VI of the civil Rights Act of 1964, as amended, provides that no person shall on the of race, color, national origin, sex, age, income, and disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The Civil Rights Restoration Act of 1987 amended Title VI to specify that entire employers must comply with Federal civil rights laws, rather than just the particular programs or activities that receive the funds.

Nondiscrimination programs require that Federal-aid recipients, sub-recipients, and contractors prevent discrimination and ensure nondiscrimination in all of their programs and activities, whether those programs and activities are federally funded or not. If a unit of a State or local government is extended Federal-aid and distributes such aid to another governmental entity, all of the operations of the recipient and sub-recipient are covered. Corporations, partnerships, or other private organizations or sole proprietorships are covered in their entirety if such entity received Federal financial assistance (FHWA Notice N 4720.6, September 2, 1992).

The City of Billings MET transit program assures that no person shall, as provided by federal and state civil rights laws, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which federal assistance is received.

Dennis M. Taylor
City Administrator

Dennis M. Taylor

I. Overview

A. Purpose

To define organizational procedures for the MET Transit bus program implementation of the Federal Highway Administration (FHWA) and Federal Transit Association (FTA) Title VI compliance program under Title VI of the Civil Rights Act of 1964 and related civil rights laws and regulations.

B. Application

The provisions of this Title VI program apply to the MET Transit bus program.

C. Definitions

All applicable definitions are found in 23 CFR 200.5.

D. Authorities

Federal statutes to the extent they apply to programs receiving federal financial assistance subject to Title VI are found in 23 CFR 200.5 (p) (1).

Title VI of the Civil Rights Act of 1964 {42 U.S.C. 2000d}

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

1. Sex added by the Federal Aid Highway Act of 1973 {29 U.S.C. 790}.
2. Handicap added by Section 504 of the Rehabilitation Act of 1973 {29 U.S.C. 790}.
3. Age added by Age Discrimination Act of 1975 {42 U.S.C. 6101}.
4. Scope expanded by Civil Rights Restoration Act of 1987 {P.L. 100-209} to include all of a recipient's and contractor's programs or activities whether federally assisted or not.
5. Income: Executive Order 12898 – "Federal Actions to Address Environmental Justice Issues in Minority Populations and Low-income Populations." Signed in February 1994 – required identification of high and adverse human health or environmental effects of programs, and activities on minority and low-income populations.

State nondiscrimination statutes include:

1. The Montana Human Rights Act, Title 49, Chapter 2, M.C.A.
2. The Governmental Code of Fair Practices, Title 49, Chapter 3, M.C.A.

E. Organization

The organizational chart for the City of Billings is found in Appendix 1.

The City Administrator of the City of Billings has Title VI responsibility for the MET transit bus program, and is responsible for initiating and monitoring Title VI activities, preparing required documents, conducting complaint investigations, and generally implementing the procedures described in the Program. The City Administrator also has the authority to delegate responsibility for certain items to other individuals, where appropriate. All reports, investigations, and reviews will be prepared by or submitted to the City Administrator within the prescribed time constraints.

I. City of Billings MET Transit Bus Program

The MET Transit bus program provides transportation within the City limits of Billings through both a demand responsive system and a fixed route program. A rider wishing to use the demand responsive system may call the Billings MET transit office and arrange for a pickup and delivery within the bus service area. It provides these riders with a "curb to curb" transit service. Route bus riders are picked up and dropped off at a specific location on the fixed route. MET Transit operates with no program priorities, in that all riders' requests are handled on an equal basis.

II. Complaint Procedures

A. Purpose

The purpose of the complaint procedures is to help resolve problems at the lowest level possible. The procedure must function to determine whether or not a violation of a law or regulation has occurred, and if so, the appropriate means for relief and/or corrective action. It is developed under the directive of 23 CFR 200.9 (b) (3).

A log shall be maintained of all complaints. A copy of the complaint, together with a copy of the investigation report shall be forwarded to the Title VI representative, Montana Department of Transportation, Planning Division, within 60 calendar days of the date the complaint was received by the City of Billings/MET Transit bus program.

B. Basic Procedural Rights

Eligibility to File a Complaint: Any person who believes that he or she, individually, as a member of any specific class of persons, or in connection with any minority group, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964 may file a complaint, as stated in 49 CFR 21.11 (b). A representative on behalf of such a person may also file a complaint.

1. Intimidation or retaliation of any kind is prohibited by law.
2. This procedure does not deny the right of the complainant to file formal complaints with other state or federal agencies or to seek private counsel for complaints alleging discrimination.

C. Procedure

1. An individual should first discuss a complaint with their immediate supervisor or the Division head/Department Head in an effort to settle the issue at the lowest possible level. Discussions should occur within 10 working days of the incident.
2. If the complaint is not resolved at Step 1, a written complaint (See Appendix 2) shall be filed with the City of Billings Human Resources Office within 30 days of the alleged incident. The Montana Department of Transportation shall be notified of the complaint within 10 working days.
3. Within 10 working days of the receipt of the complaint, an investigation by the Human Resources Office will commence. The investigation shall include interviews with the complainant and the respondent. Relevant data shall be obtained. Informal conferences between the affected parties under the direction of the investigator may be utilized for the resolution.
4. Within 45 calendar days from the date the complaint was received, the investigator will prepare a written report for the City Administrator.
5. The City Administrator within 7 working days shall review the recommendation.
6. If the complaint cannot be resolved by the City of Billings, the complainant shall be notified of all appeal rights pursuant to 49 CFR 21 as well as other applicable forms including the right to counsel.
7. Should the complainant decide <u>not</u> to pursue the complaint, a signed withdrawal statement shall be obtained. (See Appendix 3)

D. Definitions

1. Discrimination: The act (or action) whether intentional or unintentional, through which a person in the United States, solely because of race, color, national origin, age, sex, disability, or income, has been otherwise subjected to unequal treatment under any program or activity receiving financial assistance from the Federal Highway Administration or Federal Transit Administration under Title 23, U.S.C. and 49 VFR part 21; and related statutes and regulations.
2. Complaint: alleging a violation of any policy, procedure, or practice which would be prohibited by Title VI and other federal and state civil rights laws, rules, and regulations.
3. Complainant: any aggrieved person or individual who submits a complaint.
4. Complaint Investigation Form: the form which shall, pursuant to 23 CFR 200.9 (b) (3), identify each complainant by race, color, sex, national origin, age, income, or disability; the respondent; the nature of the complaint; the dates the complaint was filed and the investigation completed; the disposition; and other pertinent information. This form is contained in Appendix 2.
5. Day: means a working day; the calculation of days in a complaint procedure shall exclude Saturdays, Sundays, and State holidays.
6. Investigator: means the person within the City of Billings, with the assigned responsibility to investigate complaints.
7. Respondent: means any person, persons, or agency against whom a complaint is filed.
8. Title VI: means Title VI of the 1964 Civil Rights Act, the implementing regulations and any memoranda, directives, guidelines, or subsequent legislation that may be issued or enacted.
9. MDT Title VI Representative: means the individual within a Montana Department of Transportation respective program area with Title VI responsibilities.

TITLE VI
COMPLAINT AND INVESTIGATION FORM
City of Billings

FOR CLERICAL USE ONLY
DATE COMPLAINT RECEIVED BY RECIPIENT
Month:_____ Day:_____ Year:_____
Complaint #: _____

TO BE COMPLETED BY COMPLAINANT:

LAST NAME FIRST NAME MIDDLE NAME

ADDRESS CITY ST. ZIP

WORK PHONE HOME PHONE CELL PHONE

ELECTRONIC MAIL ADDRESS: _____

BASIS OF COMPLAINT (Check appropriate box(s)):

Race ☐ Color ☐ National Origin ☐ Disability ☐

DETAILED STATEMENT OF THE COMPLAINT:

INVESTIGATION PROCESS:

Witnesses (Use additional sheets if necessary):

Name: _____ Home Phone: _____
Work Phone: _____
Cell Phone: _____

Address: _____
City ST Zip

Name: _____ Home Phone: _____
Work Phone: _____
Cell Phone: _____

Address: _____
City ST Zip

Name: _____ Home Phone: _____
Work Phone: _____
Cell Phone: _____

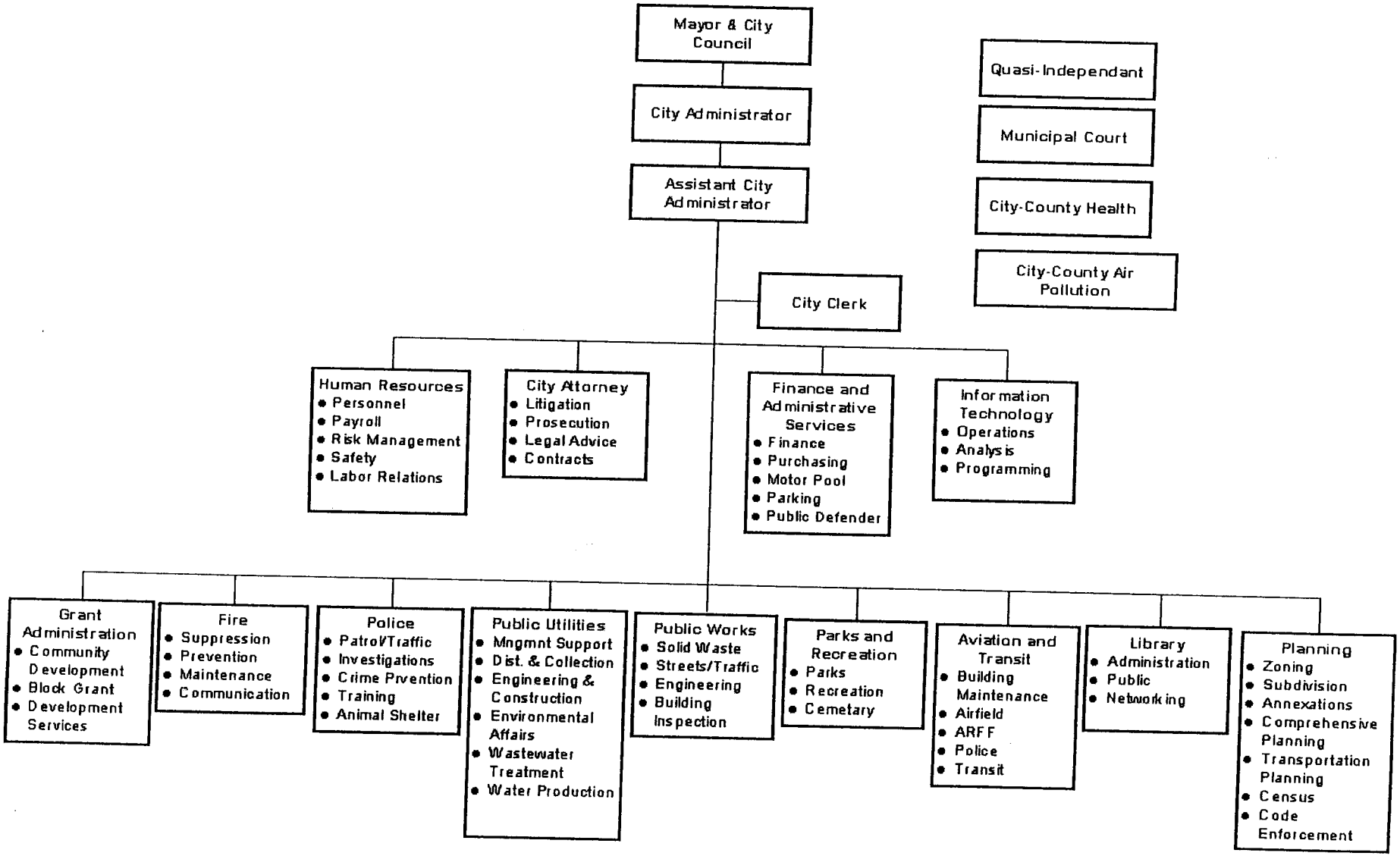
Address: _____
City ST Zip

Additional Information:

_____
_____
_____
_____
_____
_____
_____
_____

_____ _____
Signature of Complainant Date

CITY OF BILLINGS
ORGANIZATIONAL CHART



Appendix 1

CITY OF BILLINGS
AVIATION AND TRANSIT DEPARTMENT

MET Transit
P.O. Box 1178
Billings, Montana 59103-1178
(406) 657-8217
(406) 657-8419 FAX

Thomas H. Binford, A.A.E.
Director of Aviation and Transit

Ronald C. Wenger
Transit Manager

Public Participation Plan
(Updated December 31, 2012)

Prior to increasing fares or implementing a major reduction* of transit service the City Of Billings conducts the following locally developed process to solicit and consider public comment:

1. Staff will hold at least two public meetings (one in the afternoon, one in the evening) at various locations in the city to advise the public of recommended changes.

2. Public meetings will be held in an ADA accessible building. Participants will be provided maps, data and adequate information on proposed changes.

3. Posters will be placed on the buses and at the transfer centers outlining the proposed changes.

4. Information on all proposed changes will be posted on MET Transit's website.

5. A public hearing about such fare increase/major service reduction is scheduled before the City Council and notice of the Council Agenda, including such public hearings, is provided to the media.

6. A public hearing is held before the City Council and all public comment is heard and considered by the City Council and Staff prior to implementation. All minutes from the public hearing is documented.

* A major reduction in service would involve at least 25% of total system service hours.

CITY OF BILLINGS
AVIATION AND TRANSIT DEPARTMENT

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Director of Aviation and Transit

Ronald C. Wenger
Transit Manager

Title VI – LEP
(Limited English Proficiency)

Based on the US Department of Transportation (USDOT) – Federal Transit Administration Office of Civil Rights guidance concerning recipients' responsibilities to LEP persons, there are four factors to consider in determining MET Transit's obligation to provide LEP services.

1. ***The number or proportion of LEP persons serviced or encountered in the eligible service population.***
   - Based on the 2010 U.S. Census Bureau, Billings has a small percentage of its total population belonging to the LEP population.
   - Per the 2010 U.S. Census Bureau, Billings has a population base of 89.6% Caucasian/White , 5.2% Hispanic or Latino, 4.4% American Indian and Alaska Native, and 0.8% Black/African American or other nationalities.
2. ***The frequency with which LEP individuals come in contact with the program.***
   - Based on contacts with our transit vehicle drivers, calls to MET Transit's customer service telephone line and riders coming into our Administrative office to purchase passes or request schedules, we have had very limited interaction with LEP individuals.
3. ***The nature and importance of the program, activity, or service provided by the recipient to people's lives.***
   - Many of MET Transit's patrons are transit-dependent and the MET is important in providing access to employment, personal business/errands, schools and colleges.
4. ***The resources available to the recipient and cost.***

   MET has contacted the following departments and agencies to analyze how they handle individuals with LEP. Following is a summary:

   Billings City/County Planning Department: They have no policy for LEP and have had very few inquiries over the years.

   City of Billings Police Department and Courts Department: Both departments have very few inquiries. However, they have a list of individuals (with phone numbers and the language they specialize in) that they can contact when they have clients who need help interrupting English or reading an English document. They have provided MET with a copy of the list for our use.

Human Resources Development Council (HRDC): They have very few inquiries; however, they do have a couple of staff members who speak Spanish and help when needed.

Montana Public Health & Human Services (Public Assistance): They have very few inquiries, however, they call the Modern Language Department at Montana State University-Billings to provide assistance if needed by a client.

As stated above MET now has a list of individuals (with phone numbers and the language they specialize in) that we may contact for help if a client requests a schedule or information in another language. This "language list" has been made available to staff for any future LEP requests.

Cc: Title VI file
Chrono

2012 Language Interpreters

LANGUAGE	PRIMARY #	SECONDARY #
AFRICAN		
ARABIC		
Mark Kostinko	406-697-2966	
CANTONESE		
Ng Jamie Daisy	406-2541886	
CHINESE		
Leo Lee	406-662-8192	406-896-8657
CZECH		
DANISH		
Inga Larsen	406-656-6557	
Jim Sites	406-252-3441	406-671-4864
DUTCH		
FLEMISH		
FRENCH		
Vickie Derry	406-656-5732	
Harold Hansen	406-248-8859	
GERMAN		
Hanneclore Carter	406-259-8561	
Uri Barnea	406-672-2097	
GREEK		
HEBREW		
Uri Barnea (YIDDISH/GERMAN)	406-672-2097	
HUNGARIAN		
Uri Fulop	406-248-2715	406-661-6550
ICELANDIC		
Inga Larsen	406-656-6557	
ITALIAN		
Diana Leonardi Micton	264-492-4027	406-698-4781
JAPANESE		
Kiyoko Blumer	406-655-9663	
Kiyoko Brush	478-213-6201	
KOREAN		
LATVIAN		
Jolanta Cagle	406-672-1671	
Baiba Fulop	406-248-2715	
MANDARIN		
Ng Jamie Daisy	406-254-1886	
Dan A. Danahy	406-656-2165	

LANGUAGE	PRIMARY #	SECONDARY #
NORWEGIAN		
George Sarsten	406-656-2965	
Jim Sites	406-252-3441	406-671-4864
PAKISTANI/HINDI/KANNADA		
Dr. Shafiq & Dafneem Khaleel	406-252-2040	406-671-4855
POLISH		
Dr. Nina Tomasewski	406-238-6380	
PERSIAN/FARCEE		
Gina Amini	406-245-8127	
PORTUGESE		
Dr. G.A. St. John Robinson	406-256-9573	406-657-2966
RUSSIAN		
Jolanta Cagle	406-672-1671	
Dr. Nina Tomasewski	406-238-6380	
Tana Skillen	406-698-3955	
Bruce Kipp	406-942-0098	
Veronika Baukema	406-669-3876	406-855-5770
SIGN LANGUAGE		
Cathy Copeland	406-259-6206	406-661-4857
Kay Hanson	406-248-2418	406-794-8536
Brenda Burch	406-252-0426	406-861-3536
SLOVAK		
Milous Repka	406-238-0092	
SPANISH		
Dr. G.A. St. John Robinson	406-256-9573	406-657-2966
Michelle Cormier	406-661-2200	
Diana leonardi Micton	264-492-4027	406-696-4781
Tana Skillen	406-698-3955	
Carmen Burch	406-252-3535	406-697-5959
Rachel Flotis	562-618-2818	562-472-6668
Analicia Teresa	406-598-4545	
SWEDISH		
Diana Leonardi Micton	264-492-4027	406-698-4781
Jim Sites	406-252-3441	406-671-4864
TIAWANESE		
Dan A. Danahy	406-656-2165	
YUGOSLAVIAN		
YIDDISH		
Uri Barnea	406-672-2097	
Dr. Aaron Small	406-656-1272	

U.S. Department of Commerce

People Business Geography Data Research I

State & County QuickFacts

Billings (city), Montana

People QuickFacts	Billings	Montana
Population, 2011 estimate	105,636	997,667
Population, 2010 (April 1) estimates base	104,170	989,417
Population, percent change, April 1, 2010 to July 1, 2011	1.4%	0.8%
Population, 2010	104,170	989,415
Persons under 5 years, percent, 2010	7.0%	6.3%
Persons under 18 years, percent, 2010	22.6%	22.6%
Persons 65 years and over, percent, 2010	15.0%	14.8%
Female persons, percent, 2010	51.7%	49.8%
White persons, percent, 2010 (a)	89.6%	89.4%
Black persons, percent, 2010 (a)	0.8%	0.4%
American Indian and Alaska Native persons, percent, 2010 (a)	4.4%	6.3%
Asian persons, percent, 2010 (a)	0.7%	0.6%
Native Hawaiian and Other Pacific Islander, percent, 2010 (a)	0.1%	0.1%
Persons reporting two or more races, percent, 2010	2.9%	2.5%
Persons of Hispanic or Latino origin, percent, 2010 (b)	5.2%	2.9%
White persons not Hispanic, percent, 2010	86.9%	87.8%
Living in same house 1 year & over, percent, 2007-2011	82.4%	83.7%
Foreign born persons, percent, 2007-2011	1.8%	2.0%
Language other than English spoken at home, percent age 5+, 2007-2011	4.9%	4.6%
High school graduate or higher, percent of persons age 25+, 2007-2011	92.2%	91.4%
Bachelor's degree or higher, percent of persons age 25+, 2007-2011	31.1%	28.2%
Veterans, 2007-2011	9,604	99,163
Mean travel time to work (minutes), workers age 16+, 2007-2011	16.3	17.9
Housing units, 2010	46,317	482,825
Homeownership rate, 2007-2011	65.1%	68.9%
Housing units in multi-unit structures, percent, 2007-2011	24.9%	16.3%
Median value of owner-occupied housing units, 2007-2011	$172,900	$179,900

Households, 2007-2011	43,724	403,495
Persons per household, 2007-2011	2.29	2.36
Per capita money income in the past 12 months (2011 dollars), 2007-2011	$27,582	$24,640
Median household income, 2007-2011	$47,869	$45,324
Persons below poverty level, percent, 2007-2011	12.0%	14.6%

Business QuickFacts	**Billings**	**Montana**
Total number of firms, 2007	11,697	114,398
Black-owned firms, percent, 2007	0.5%	0.2%
American Indian- and Alaska Native-owned firms, percent, 2007	1.7%	2.0%
Asian-owned firms, percent, 2007	1.0%	0.6%
Native Hawaiian and Other Pacific Islander-owned firms, percent, 2007	F	S
Hispanic-owned firms, percent, 2007	S	1.0%
Women-owned firms, percent, 2007	26.7%	24.6%
Manufacturers shipments, 2007 ($1000)	D	10,638,145
Merchant wholesaler sales, 2007 ($1000)	2,225,969	8,202,782
Retail sales, 2007 ($1000)	2,406,272	14,686,854
Retail sales per capita, 2007	$23,638	$15,343
Accommodation and food services sales, 2007 ($1000)	335,832	2,079,426

Geography QuickFacts	**Billings**	**Montana**
Land area in square miles, 2010	43.41	145,545.80
Persons per square mile, 2010	2,399.5	6.8
FIPS Code	06550	.30
Counties		

(a) Includes persons reporting only one race.
(b) Hispanics may be of any race, so also are included in applicable race categories.

D: Suppressed to avoid disclosure of confidential information
F: Fewer than 100 firms
FN: Footnote on this item for this area in place of data
NA: Not available
S: Suppressed; does not meet publication standards
X: Not applicable
Z: Value greater than zero but less than half unit of measure shown

Source U.S. Census Bureau: State and County QuickFacts. Data derived from Population Estimates, American Community Survey, Census of Population and Housing, County Business Patterns, Economic Census, Survey of Business Owners, Building Permits, Consolidated Federal Funds Report, Census of Governments
Last Revised: Thursday, 10-Jan-2013 10:38:13 EST

CITY OF BILLINGS
AVIATION AND TRANSIT DEPARTMENT

MET Transit
P.O. Box 1178
Billings, Montana 59103-1178
(406) 657-8217
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ci.billings.mt.us/met

Thomas H. Binford , A.A.E.
Director of Aviation and Transit

Ronald C. Wenger
Transit Manager

MET Transit
System-wide Service Standards and Policies

MET Transit has only one mode of Transportation, fixed-route bus service, with a fleet of 26 buses.

Vehicle Load – All MET Transit's vehicles are 35-foot buses and have a seating capacity of 34 seats. At this time (peak and off-peak service) none of the vehicles on the fixed-route service exceeds their capacity. All passengers are able to utilize a seat during their trip. However, if MET Transit observes that the vehicle load on any route is consistently exceeding its capacity, MET Transit would consider adding vehicles or increasing frequencies serving the route, pending funding.

Vehicle Headway – During weekdays all MET Transit fixed-route buses operate between 30- and 60-minute frequencies. On Saturdays there are limited routes that also operate between 30- and 60-minute frequencies. MET Transit consistently monitors the vehicle headway and considers a number of factors including, ridership, vehicle load and population density, and not based on race, income or other Title VI population groups. The current headways and frequency of service provided best meets the demands of where and when service is needed in our community. MET Transit will continue to monitor the headways and frequencies based on ridership and demand. MET Transit will increase service headways as annual ridership increases and funding becomes available.

On-time Performance – Ninety-five (95) percent of MET Transit's vehicles will complete their established runs no more than 5 minutes early or late in comparison to the established schedule/published timetables.

Service Availability – MET Transit has distributed their service so that at least 90% of all residents in the service area are within a ¼ mile walk of bus service. MET Transit buses stop at all safe corners by riders "flagging" the bus when it is a half-block away to let the drivers know to stop.

Distribution of Transit Amenities – MET Transit has installed transit amenities (i.e. bus signs, bus benches, bus shelters) along bus routes based on the number of

passenger boarding's, availability of right-of-way and passenger demand, and not based on race, income or other Title VI population groups.

Vehicle Assignment – MET Transit has 26 buses that are used for the fixed-route operations. The two low-floor buses are used on the higher ridership, frequent service routes for better reliability and easier accessibility for passengers. The rest of the fleet is assigned by age of buses. Older buses are used on the peak service routes and new buses are used on full service routes.

CITY OF BILLINGS MET TRANSIT
TITLE VI POLICY STATEMENT

The City of Billings MET Transit assures that no person shall, on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Billings MET Transit assures every effort will be made to ensure nondiscrimination in all its programs and activities regardless of the funding source.

The City Administrator of the City of Billings has Title VI responsibility for the MET Transit Bus program, and is responsible for initiating and monitoring Title VI activities, and all other responsibilities as required.

_____ _____

Thomas H. Hanel, Mayor Date

ATTEST:

_____ _____

Cari Martin, City Clerk Date

This policy was adopted at a legally convened meeting of the Billings City Council held on April 8, 2013.

Consent **1. G.**

Regular City Council Meeting

Meeting Date: 04/08/2013

TITLE: Annexation #13-03: Acknowledge receipt of petition and set a public hearing date

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

Owner Ryan and Jodi Rookhuizen Family Trust has submitted a petition to annex land to the City of Billings under Section 7-2-4600, MCA. The subject property is composed of one parcel totaling about 1.6 acres. The property is described as Parcel 1, C/S 1706. It is located on the southeast corner of the intersection of Bench Boulevard and Yellowstone River Road. The property is mostly vacant but has one residence located on it. The property owner is requesting annexation in order to obtain City services for future development of the property in the City. No development plans were provided with the annexation request. The property is zoned Neighborhood Commercial and if it is brought into the City, it would retain this commercial zoning designation. The property is located within the five-year annexation area of the City's Limits of Annexation Map and appears to meet many of the City's criteria in its Annexation Policy. A detailed review and analysis of the Annexation Policy criteria will be provided in the Council's public hearing memo. The City Council's policy is to consider annexations at two separate Council meetings. At the first meeting, the Council acknowledges receipt of a petition and sets a public hearing date. At the second meeting, the Council conducts the hearing and decides if it will annex the property. The annexation hearing is scheduled to occur at the City Council meeting on April 22.

ALTERNATIVES ANALYZED

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

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends that the City Council acknowledge receipt of the annexation petition and schedule a public hearing for April 22, 2013 to consider annexing this property.

APPROVED BY CITY ADMINISTRATOR

Attachments

Annexation Petition

Legal Description
Annexation Exhibit

PETITION
FOR ANNEXATION
TO THE CITY OF BILLINGS

NOTICE TO PETITIONER

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

INSTRUCTIONS

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

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

   The map must show:

   a. The present and proposed boundaries of the municipality;

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

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

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

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

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

RESIDENT FREEHOLDER ELECTORS

Date	Print Name	Name Signature	Address
2-22-13	Ryan Rookhuizen		Box 81463 Bigz MT 59108
2-22-13	Jodi Rookhuizen	Jodi Rookhuizen	Box 81463 Bigz MT 59108

(continued on separate page)

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

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

Legal Description	Tax Code	Address of General Location	Use of Property	Legal Property Owners	Address	Phone
C.O.S. 1706, Parcel 1	D05510	727 Bench Blvd.	Vacant	Ryan and Jodi	PO Box81463,	
				Rookhuizen Family Trust	Billings, MT 59108	

ALL ITEMS BELOW SHALL BE COMPLETED BY STAFF

Date Submitted: 2/25/13

Received By: [signature]

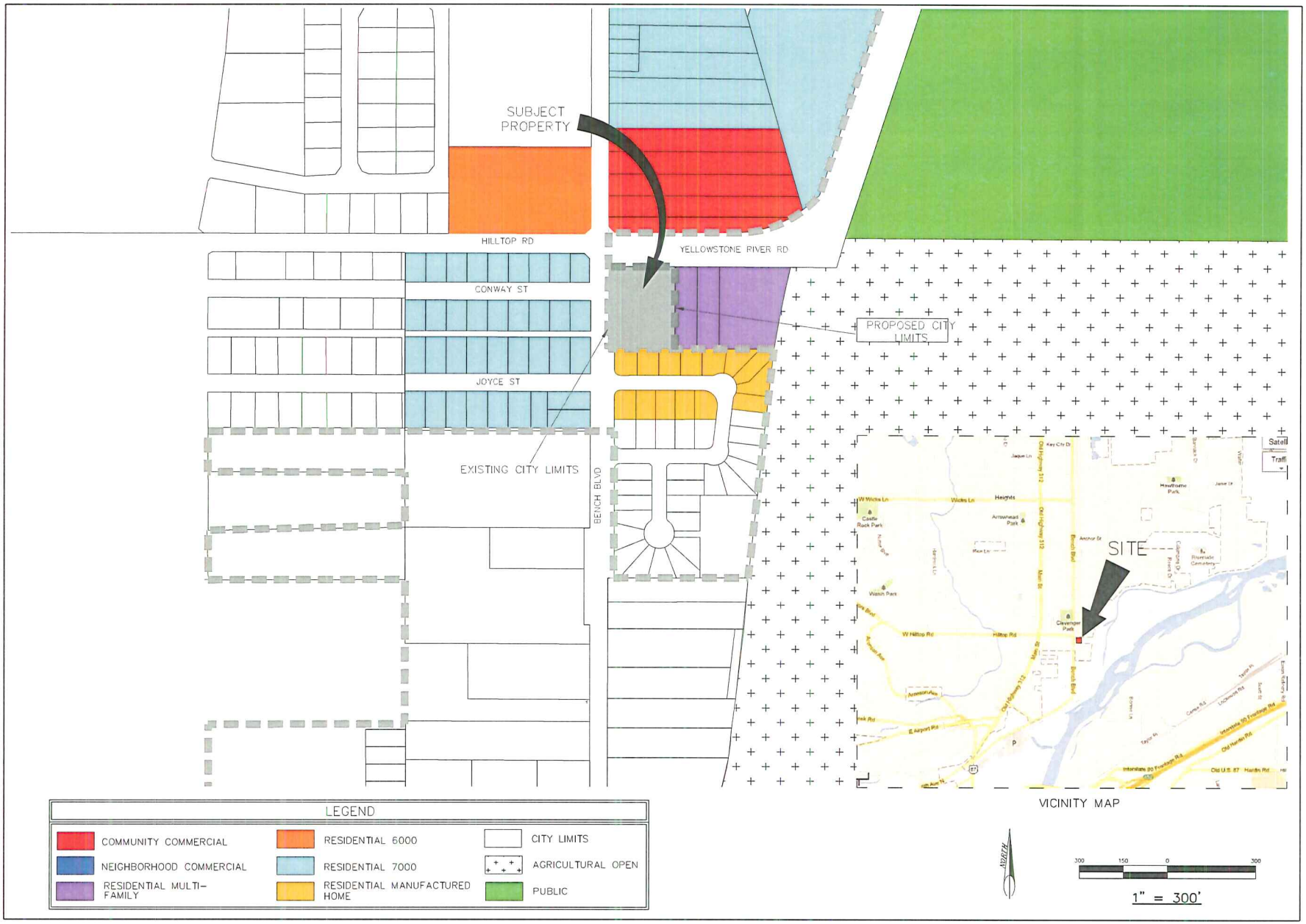
Petition Number: AN-13-03 (PZ13-52)

Fee Paid: $992.00

RMF

Com 2

Revised 6/99



SANDERSON STEWART
www.sandersonstewart.com

ROOKHUIZEN PROPERTY ANNEXATION
C/S 1206, TRACT 1
BILLINGS, MONTANA

ROOKHUIZEN PROPERTY

C.A.D. MAT
DATE: 2/19/13
REVISIONS:
APPROVED BY:
QUALITY ASSURANCE:
SCALE: 1"=300'
FILE: ANNEXATION_EXH
PROJECT NO.: 07116.01
SHEET 1 OF 1

SANDERSON STEWART
www.sandersonstewart.com

ROOKHUIZEN PROPERTY ANNEXATION
C/S 1206, TRACT 1
BILLINGS, MONTANA

ROOKHUIZEN PROPERTY

C.A.D. MAT
DATE: 2/19/13
REVISIONS:
APPROVED BY:
QUALITY ASSURANCE:
SCALE: 1"=300'
FILE: ANNEXATION_EXH
PROJECT NO.: 07116.01
SHEET 1 OF 1

ANNEXATION # 13-03

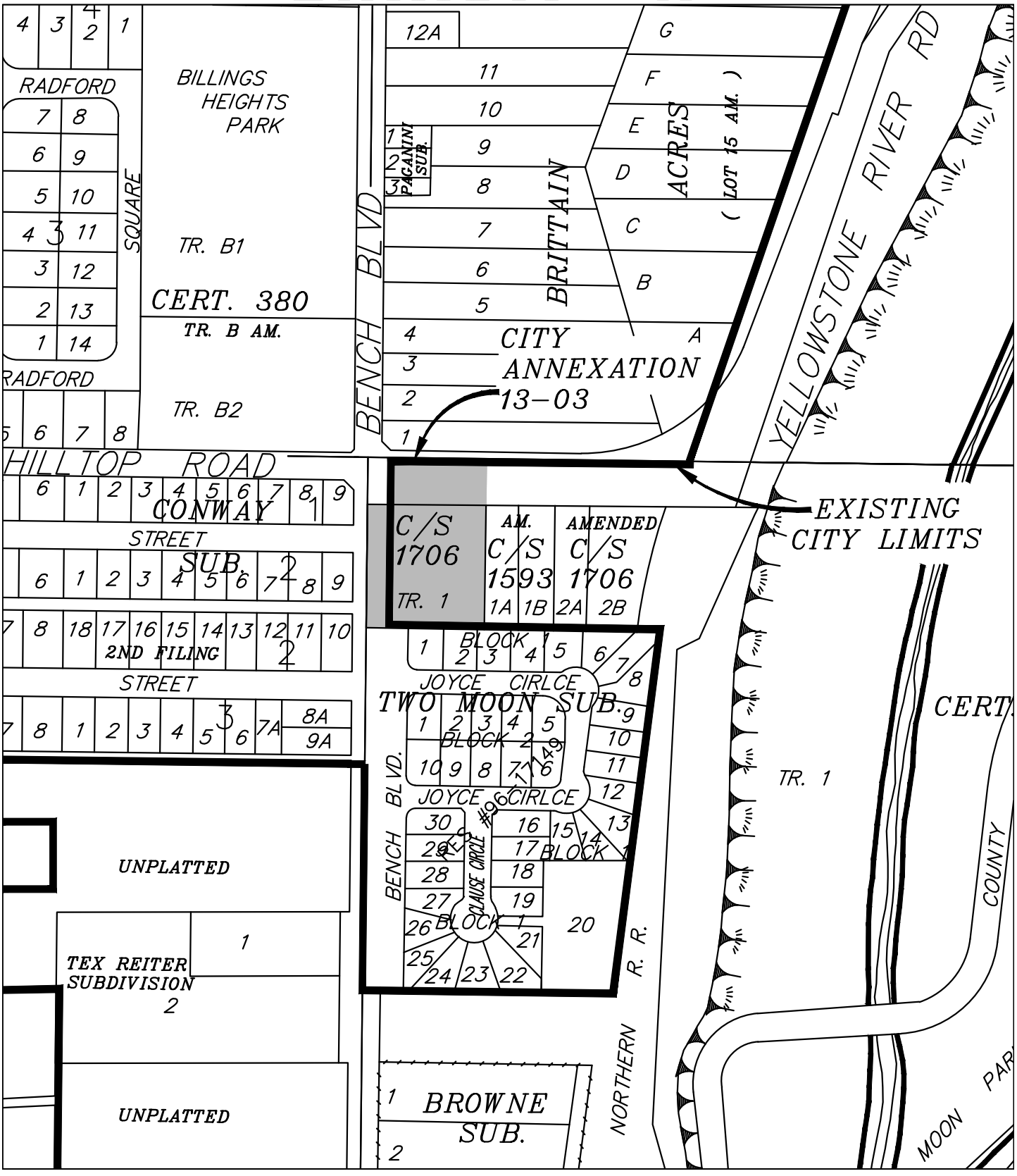
Legal Description of Property to be annexed

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

Tract 1, Certificate of Survey No. 1706, Recorded October 18, 1977, under Document No. 1067544.
Including all adjacent Right-Of-Way of Yellowstone River Road and Bench Boulevard

Containing 1.962 gross and 1.445 net acres more or less.
(# 13-03) See Exhibit "A" Attached

EXHIBIT "A"


BILLINGS HEIGHTS PARK
RADFORD
SQUARE
TR. B1
CERT. 380
TR. B AM.
TR. B2
BENCH BLVD
PAGANINI SUB.
BRITTAIN ACRES
(LOT 15 AM.)
CITY ANNEXATION 13-03
YELLOWSTONE RIVER RD
HILLTOP ROAD
CONWAY STREET SUB.
2ND FILING
C/S 1706
TR. 1
AM. C/S 1593
AMENDED C/S 1706
1A 1B 2A 2B
EXISTING CITY LIMITS
BLOCK 1
JOYCE CIRLCE
TWO MOON SUB.
BLOCK 2
JOYCE CIRLCE
CLAUSE CIRCLE #96
BLOCK 1
BENCH BLVD.
UNPLATTED
TEX REITER SUBDIVISION
UNPLATTED
BROWNE SUB.
NORTHERN R. R.
COUNTY
MOON

Consent **1. H.**

Regular City Council Meeting

Meeting Date: 04/08/2013

TITLE: Annexation #13-04: Acknowledge receipt of petition and set a public hearing date

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

Owner Mary Beth Gregory has submitted a petition to annex land to the City of Billings under 7-2-4600 MCA. The subject property is a portion of existing Tract 2 Remainder, Certificate of Survey 3295 composed of about 2 acres. It is located on the north side of Grand Avenue just west of the intersection of Grand Avenue and 48th Street West and is addressed as 4743 Grand Avenue. The property is vacant now but is proposed to be additional land for a private Montessori school already planned to be developed on property adjacent to the west. The property owner is requesting annexation in order to obtain City services for development of the property. Since the property will default to Residential-9600 (R-96) zoning if it is brought into the City, a concurrent special review application is being processed to allow the private school in the R-96 zoning district. The adjacent property was annexed and went through special review for the original school site in late August 2012. The property is located within the five-year annexation area of the City's Limits of Annexation Map and appears to meet many of the City's criteria in its Annexation Policy. A detailed review and analysis of the Annexation Policy criteria will be provided in the Council's public hearing memo. The City Council's policy is to consider annexations at two separate Council meetings. At the first meeting, the Council acknowledges receipt of a petition and sets a public hearing date. At the second meeting, the Council conducts the hearing and decides if it will annex the property. The Council will be asked to act on the annexation and then the special review at its April 22 meeting.

ALTERNATIVES ANALYZED

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

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends that the City Council acknowledge receipt of the annexation petition and schedule a public hearing for April 22, 2013 to consider annexing this property.

APPROVED BY CITY ADMINISTRATOR

Attachments

Annexation Petition

13-064

RECEIVED
MAR 12 2013
PLANNING & COMMUNITY SERVICES DEPARTMENT

PETITION FOR ANNEXATION TO THE CITY OF BILLINGS

NOTICE TO PETITIONER

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

INSTRUCTIONS

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

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

   The map must show:

   a. The present and proposed boundaries of the municipality;

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

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

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

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

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

RESIDENT FREEHOLDER ELECTORS

Date	Print Name	Name Signature	Address
3/2/13	Mary Beth Gregory	Mary Beth Gregg	125 25th St. W.

(continued on separate page)

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

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

Legal Description	Tax Code	Address of General Location	Use of Property	Legal Property Owners	Address	Phone
A PORTION OF TRACT 2 REMAINDER C/S 3295	D04708	4743 GRAND AVE	R91600 (SPECIAL REVIEW SCHOOL)	GRACE MONTESSORI ACADEMY	125 N 25th St. West	652-1739
SEE ATTACHED →						

ALL ITEMS BELOW SHALL BE COMPLETED BY STAFF

Date Submitted: 3/12/13

Received By: Tammy

Petition Number: Ann# 13-04
PROJ. # 13-54

Fee Paid: $952.00

Sign Deposit $45.00

Revised 6/99

ANNEXATION # 13-04

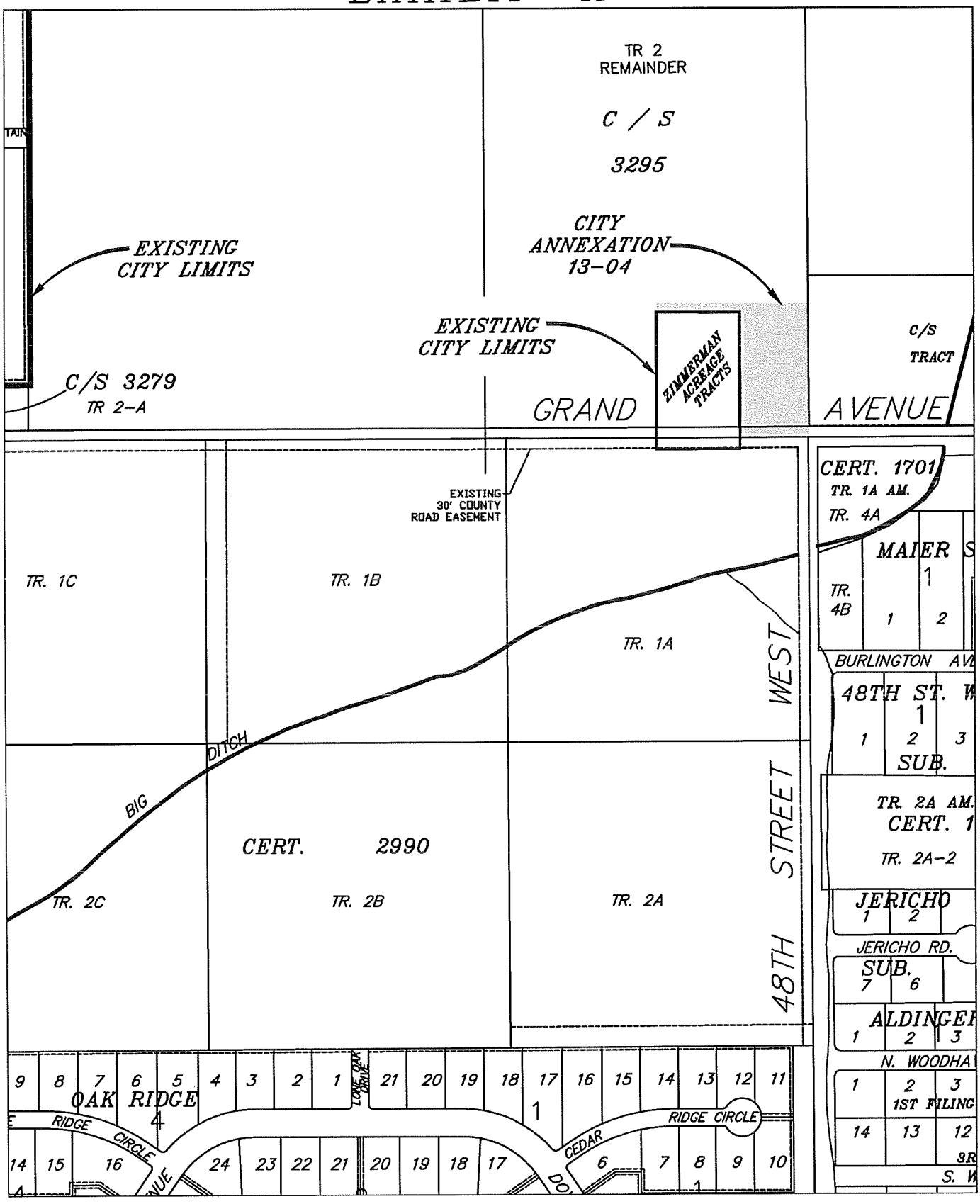
Legal Description of Property to be annexed

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

Being a portion of the Tract 2 Remainder, Certificate of Survey No. 3295, Recorded November 22, 2006, under Document No. 3401405, Records of Yellowstone County. basis of bearing being the N-S Center Section line of said Section 32, per Document No 3401405.
Beginning at the northwest corner of the Plat Of Zimmerman Acreage Tracts, Recorded May 27, 1958, under Document No. 601982, Records of Yellowstone County; thence N 00°04'17" W for a distance of 57.04 feet; thence N 89°55'43" E for a distance of 429.60 feet to a point on the east line of said Tract 2 Remainder; thence S 00°36'44" E along said east line for a distance of 417.06 feet to the south line of said Tract 2 Remainder also being the centerline of Grand Avenue; thence S 89°50'53" W along the said centerline for a distance of 2.41 feet to the Northwest Section Corner of Section 3, T.1S., R.25E., thence S 89°55'43" W and continuing along said centerline for a distance of 189.12 feet; thence leaving said centerline N 00°04'17" W for a distance of 30.00 feet to a point on the north right-of-way line of Grand Avenue said point also being on the east line of said Zimmerman Acreage Tracts; thence N 00°04'17" W along said east line for a distance of 330.00 feet to the north east corner of said Zimmerman Acreage Tracts; thence S 89°55'43" W along the north line of said Zimmerman Acreage Tracts for a distance of 242.00 feet to the Point of Beginning.
Including all adjacent right-of-way of Grand Avenue.

Containing 2.132 gross acres and 2.000 net acres more or less.
(# 13-04) See Exhibit "A" Attached

EXHIBIT "A"


TR 2
REMAINDER
C / S
3295
CITY
ANNEXATION
13-04
EXISTING
CITY LIMITS
EXISTING
CITY LIMITS
C/S 3279
TR 2-A
GRAND
AVENUE
ZIMMERMAN
ACREAGE
TRACTS
C/S
TRACT
EXISTING
30' COUNTY
ROAD EASEMENT
TR. 1C
TR. 1B
TR. 1A
CERT. 1701
TR. 1A AM.
TR. 4A
MAIER
TR.
4B
BURLINGTON
48TH ST.
SUB.
TR. 2A AM.
CERT. 1
TR. 2A-2
JERICHO
JERICHO RD.
SUB.
ALDINGER
N. WOODHA
1ST FILING
BIG
DITCH
CERT. 2990
TR. 2C
TR. 2B
TR. 2A
48TH STREET WEST
OAK RIDGE
RIDGE CIRCLE
CEDAR
RIDGE CIRCLE
S. W

Yellowstone County, Montana

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

Back to Search Form | Full Orion Detail

Owner Information

Please Note:* Owner information is supplied by the **Montana Department of Revenue. To request updates to addresses or other ownership information, please **contact the DOR office at 896-4000**. Records for the current year will **not** be updated after tax bills have been sent out, so changes requested after you receive your bill will appear only on next year's records.

Tax ID: D04708

Primary Party

Primary Owner Name: ZIMMERMAN FAMILY LTD PARTNERSHIP
C - Contact Name **MULTIPLE DISTRICTS**
C - Contact Name MULTIPLE DISTRICTS

2013 Mailing Address: ZIMMERMAN FAMILY LTD PARTNERSHIP
2033 AVENUE D
BILLINGS, MT 59102-2745
Property Address: 4743 GRAND AVE
Township: 01 N Range: 25 E Section: 32
Certificate of Survey: 3295 Parcel: 2
Full Legal: S32, T01 N, R25 E, C.O.S. 3295, PARCEL 2, (07) 69.5994 AC
GeoCode: 03-1032-32-4-01-22-0000

Show on Map

Property Assessment Information

Levy District: BILLINGS OUTSIDE

Assessed value

Assessed Land Value = $	29,191.00
Assessed Building(s) Value = $	77,409.00
Total Assessed Value = $	106,600.00

Taxable Market Value*

Tax Year: 2012

Class Code	Amount
1101 - Tillable Irrigated Land = $	27,373.00
1601 - Grazing Land = $	141.00
2001 - 1 Acre Farmstead - Ag = $	783.00
3110 - Improvements on Ag Land = $	40,715.00
Total = $	69,012.00

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

Rural SID Payoff Information

NONE

Property Tax Billing History

Year	1st Half	2nd Half	Total
2000	853.08 P	853.07 P	1,706.15
2001	1,699.95 P	1,699.94 P	3,399.89
2002	1,917.87 P	1,811.85 P	3,729.72
2003	1,917.32 P	1,917.29 P	3,834.61
2004	2,465.79 P	2,465.76 P	4,931.55
2005	2,030.18 P	2,030.18 P	4,060.36

Consent **1. I.**

Regular City Council Meeting

Meeting Date: 04/08/2013

TITLE: Acknowledge Receipt of Petition to Vacate Reflections Circle and set a Public Hearing

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

The Copper Ridge Development Corporation, owner of Reflections at Copper Ridge Subdivision, is platting Reflections at Copper Ridge Subdivision 3rd Filing. It received preliminary plat approval on May 14, 2012. One of the preliminary plat conditions was to vacate Reflections Circle. The subdivision plat will re-dedicate a street without parkland in the center of the cul de sac. The parkland will be replaced in another location. None of the streets have been constructed and Copper Ridge Development Corporation is the original developer. Under those conditions, the staff recommends that the street be vacated at no cost to the developer. Attached is a map showing the right of way that will be vacated and the right of way that will be dedicated with the final plat. This Council action acknowledges the street vacation application and sets a public hearing on May 13, 2013. Vacation of this street will allow the owner to move forward with final plat approval of Reflections at Copper Ridge Subdivision 3rd Filing.

ALTERNATIVES ANALYZED

Preliminary plat approval obligates the developer to comply with the conditions that the City sets, but it also bars the City from applying new conditions on the final plat. Therefore, there are no viable alternatives to acknowledging receipt of the petition to vacate right of way and setting a public hearing for May 13, 2013.

FINANCIAL IMPACT

Since the right of way proposed to be vacated will revert to the original developer and no streets are constructed, there is no cost for the vacation. New right of way will be dedicated to replace the vacated area.

RECOMMENDATION

Staff recommends that Council acknowledge receipt of the petition to vacate Reflections Circle and set a public hearing for May 13, 2013.

APPROVED BY CITY ADMINISTRATOR

Attachments

Right of Way Exhibit

RIGHT-OF-WAY EXHIBIT FOR

REFLECTIONS at COPPER RIDGE SUBDIVISION THIRD FILING

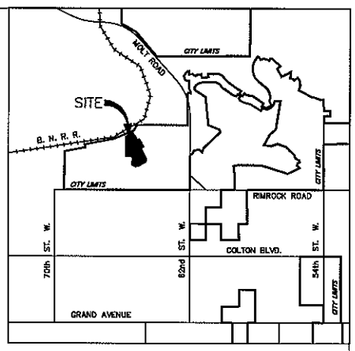
BEING LOTS 1, 2, 3 & PARKLAND IN BLOCK 1 AND VACATED REFLECTIONS CIRCLE RIGHT-OF-WAY IN REFLECTIONS AT COPPER RIDGE SUBDIVISION
SITUATED IN THE SE1/4 OF SECTION 25, T. 1 N., R. 24 E., P.M.M.
IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : REFLECTIONS AT COPPER RIDGE, LLC

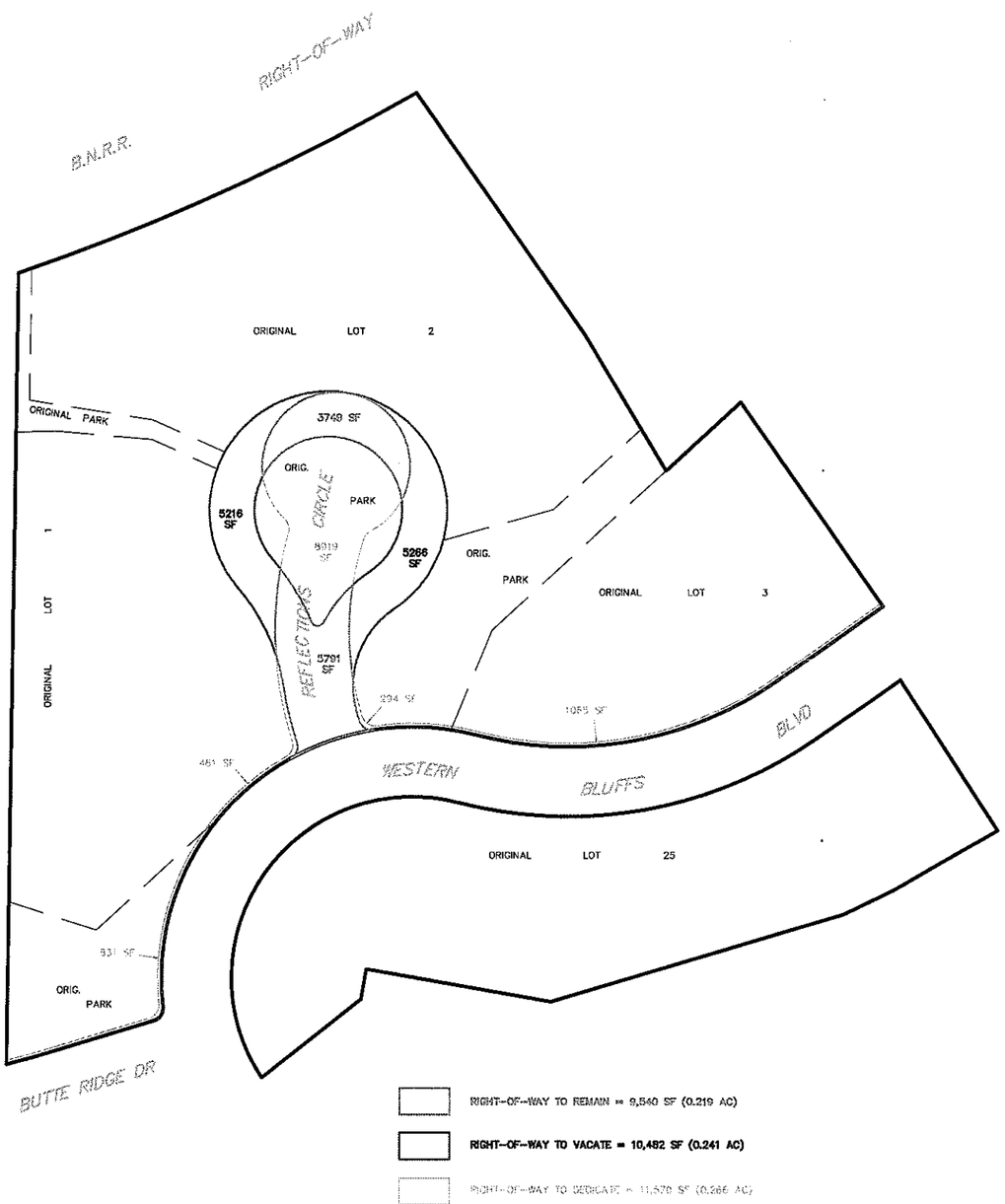
PREPARED BY : SANDERSON STEWART

JANUARY, 2012

BILLINGS, MONTANA

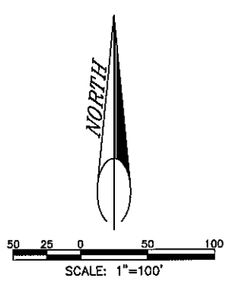


VICINITY MAP
NOT TO SCALE



SUMMARY:

PREVIOUS DEDICATION:	20,022 SF
THIS PLAT:	21,110 SF



Consent **1. J.**

Regular City Council Meeting
Meeting Date: 04/08/2013
TITLE: Acceptance of Utility Right of Way Easement
PRESENTED BY: David Mumford
Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

Berry Y & V Fabricators, LLC owns property at 2450 South 32nd Street West. This is located south of Hesper Road and the property and street are in the county. Yellowstone County has vacated South 32nd Street West along the Berry Y & V property boundary, however, the property owner has agreed to grant a utility right of way easement to the City. This easement may be utilized for a future water line to serve properties south of I-90.

ALTERNATIVES ANALYZED

The Council may:

- Accept the Utility Right of Way Easement; or
- Do not accept the Utility Right of Way Easement. In the future, the City would have to find a different route if a water line is to be constructed across I-90 or acquire an easement from the property owner at that time.

FINANCIAL IMPACT

There is no financial impact with acceptance of the easement.

RECOMMENDATION

Staff recommends that Council accept a Utility Right of Way Easement from Berry Y & V.

APPROVED BY CITY ADMINISTRATOR

Attachments

Utility Right of Way Easement

Return to:
The City of Billings
P.O. Box 1178
Billings, MT 59103

UTILITY RIGHT-OF-WAY EASEMENT

THIS INDENTURE, made and entered into this 8th day of February, 2013, by and between the following:

BERRY Y & V FABRICATORS, LLC, a Montana limited liability company
2450 South 32nd Street West
Billings, Montana 59102
Hereinafter referred to as GRANTOR

and

CITY OF BILLINGS, a Municipal Corporation
City Hall – 210 North 27th Street
P.O. Box 1178
Billings, Montana 59101
Hereinafter referred to as GRANTEE

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged;

WITNESS THAT GRANTOR does hereby grant and convey unto the GRANTEE, a perpetual easement and right-of-way to construct, reconstruct, maintain, operate, repair and improve sanitary sewer and water mains together with necessary fixtures and appurtenances, over, across, under, and through certain real property located in the NE1/4 of Section 23 and the NW1/4 of Section 24, T. 1 S., R. 25 E., P.M.M., Yellowstone County, Montana, more particularly described as follows, to wit:

An easement 20 feet in width being 10 feet each side of the common line between Sections 23 and 24 in Township 1 South, Range 25 East, P.M.M., commencing at a point 652.30 feet south of the common north corner of said Sections 23 and 24 and terminating on the northerly right-of-way line of the BNSF Railway.

Said easement being more particularly described as follows: Beginning at a point on the west line of Section 24, T. 1 S., R. 25 E., P.M.M., said point being situated S00°17'34"E a distance of 652.30 feet from the northwest corner of said Section 24; thence, from said point of beginning, N89°42'26"E a distance of 10.00 feet; thence, along a line that is parallel to and 10.00 feet distant from the west line of said Section 24, S00°17'34"E a distance of 687.47 feet to a point on the northerly right-of-way line of the BNSF Railway; thence, along said northerly right-of-way line, S55°18'09"W a distance of 24.24 feet; thence, along a line that is parallel to and 10.00 feet distant from the west line of said Section 24, N00°17'34"W a distance of 701.17 feet; thence N89°42'26"E a distance of 10.00 feet to the Point of Beginning; said easement having an area of 13,886 square feet.

This Perpetual easement to Grantee is for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing, and replacing sanitary sewers and/or water lines over, across, under, and through the said real property, together with the right of free ingress and egress at all times for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing, and replacing said sanitary sewers and/or water lines and appurtenances, and adding additional sanitary sewer and/or water lines.

Grantors shall continue to have the right to use and enjoy the above-described property, except as to the rights herein granted, subject to the following restrictions:

1. Grantors and their successors agree not to construct, nor cause to be constructed, within the easement right-of-way, any type of building or structure, such as, but not limited to, houses, garages, sheds, kennels, fences, nor any other fixed objects of any kind, shape or form, except as many be licensed by Grantee.

2. Grantors agree not to plant, nor cause to be planted within the easement right-of-way, any trees, bushes, shrubs, hedges nor any other plantings of a similar nature, except as may be licensed by Grantee.

3. Grantors agree that authorized representatives of the City of Billings can freely travel within the easement right-of-way with their equipment in the performance of their duties at any time, day or night, regardless of outside weather conditions.

4. Grantors agree to obtain the permission of the Public Works Department or Grantee prior to placing or removing any fill dirt within the easement right-of-way and, in addition, in the event such permission is granted, the Grantors agree to perform any work necessary to modify the existing sanitary sewers and/or water lines and appurtenances, which work may be required prior to placing or removing any fill dirt within the easement right-of-way and all such work shall be done at the Grantor's expense and without expense to the City.

5. Grantors agree that the sole responsibility of the City of Billings for any surface restoration due to any construction, replacement, repair, or service work to the sanitary sewer and/or water lines by the City of Billings, shall be limited to trench backfill compaction and placement of backfill material to existing grade by the City of Billings.

6. HOLD HARMLESS AGREEMENT:

   - Grantors agree that the owner or owners of the above-described property shall at all times fully relieve and save harmless the City of Billings and its authorized representatives for any and all damages of property that may be caused within said easement right-of-way, such as, but not limited to, ruts or deep tracks in lawns, gardens, or flower beds, broken or crushed shrubs, bushes, hedges, trees or any other type of plantings; crushed, cracked, split or otherwise damaged, irrigation piping and appurtenances; and, any other damage to any other type of object, material or equipment located within the easement right-of-way which cannot, with a minimum of human effort and within a few minutes time period, be removed from easement right-of-way by authorized representatives of the City of Billings in exercise of any of their rights under this easement right-of-way.

- Grantors agree the owners of the above-described real property shall reimburse the City of Billings for any and all damage claims paid by the City for damages of any type or nature to any and all persons and entities in the event such damage results from or was caused to happen by such owner's failure to comply with any portion of the rights, restrictions, obligations or responsibilities contained in this agreement.

7. The Restrictions, Covenants, and Hold Harmless Agreements herein contained shall attach to and run with the land and shall bind the parties hereto and all persons claiming thereunder.

8. Grantors warrant and covenant that there are no liens or other encumbrances on the described tract or tracts.

TO HAVE AND TO HOLD unto GRANTEE and to its successors and assigns forever.

IN WITNESS WHEREOF, the GRANTORS have hereunto set their hand the day and year herein above written.

BERRY Y & V FABRICATORS, LLC,
a Montana limited liability company

By: Charles A. Vanaman

Title: MANAGER

STATE OF Texas)
: ss
County of Nueces)

On this 8th day of February, 2013, before me, a Notary Public in and for the State of Texas, personally appeared Charles A. Vanaman, known to me to be the person who signed the foregoing instrument as the Manager of **BERRY Y & V FABRICATORS, LLC, a Montana limited liability company** and who acknowledged to me that said company executed the same.

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

Shanna Puentes

Notary Public in and for the State of Texas
Printed name: Shanna Puentes
Residing at: Corpus Christi
My commission expires: 11-7-2013

SHANNA PUENTES
MY COMMISSION EXPIRES
November 7, 2013

ACKNOWLEDGEMENT AND ACCEPTANCE OF CONVEYANCE

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

"CITY" CITY OF BILLINGS, MONTANA

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
: ss
County of Yellowstone)

On this _____ day of _____ , 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____ and _____ , known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they duly executed the same on behalf of the City of Billings.

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

_____
Notary Public in and for the State of _____
Printed Name _____
Residing at _____
My commission expires _____

Consent **1. K.**

Regular City Council Meeting
Meeting Date: 04/08/2013
TITLE: Acceptance of Quitclaim Deed from J & S Development
PRESENTED BY: David Mumford
Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

J & S Development has developed Grand Peaks Subdivision, 2nd Filing, which is located near 54th Street West and north of Grand Avenue. All of the storm drain within the subdivision is drained into a retention pond located on Lot 9, Block 1, of Grand Peaks Subdivision, 2nd Filing. J & S Development is in the process of constructing the pond along with landscaping per City of Billings standards. J & S Development has agreed to deed this lot to the city, and Public Works will maintain the pond and landscaping as a storm drain facility.

ALTERNATIVES ANALYZED

The Council may:

- Accept the quitclaim deed from J & S Development, or
- Do not accept the quitclaim deed. If the deed is not accepted, the public storm drain system will be located on private property.

FINANCIAL IMPACT

There is no significant financial impact for acceptance of this deed. The annual maintenance costs for the storm drain facility will be paid from the storm drain fund.

RECOMMENDATION

Staff recommends Council accept the quitclaim deed from J & S Development for Lot 9, Block 1, Grand Peaks Subdivision, 2nd Filing.

APPROVED BY CITY ADMINISTRATOR

Attachments

Quit Claim Deed

Prepared by:
Pedersen & Hardy, P.C.
1001 S. 24th St. W., Ste. 315
Billings MT 59102

Return To:
THE CITY OF BILLINGS
PO Box 1178
Billings, Montana 59103

QUIT CLAIM DEED

The undersigned,

J & S DEVELOPMENT CO., a Montana Corporation, Conveyancor, of 1644 South Castle Stone Square, Billings, Montana 59106,

hereby conveys, remises, releases and forever quit claims unto:

THE CITY OF BILLINGS, Conveyancee, of PO Box 1178, Billings, Montana 59103, and to Conveyancee's successors and assigns forever,

all of Conveyancor's right, title and interest in and to the following described real property situated in Yellowstone County, Montana, described as follows, to-wit:

Lot 9, Block 1, of Grand Peaks Subdivision, Second Filing, in the City of Billings, Yellowstone County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of said County, under Document No. 3583600.

together with all the tenements, hereditaments and appurtenances thereto belonging, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title and interest in the real property, possession, claim and demand whatsoever as well in law as in equity, of the said Conveyancor in or to the said premises and every part and parcel thereof unto the said Conveyancee including warranties received by Conveyancor from Conveyancor's predecessors in title.

DATED this 10 day of DECEMBER, 2012.

J & S DEVELOPMENT CO.

By: _____
Its PRESIDENT

STATE OF MONTANA)
: ss.
County of Yellowstone)

This instrument was acknowledged before me on December 10, 2012, by Jeff Junkert, as President of J & S DEVELOPMENT, CO.

_____
Pamela J Bjorgum
(print or type name of notary)
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires July 24, 2014

(SEAL) PAMELA J BJORGUM
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
July 24, 2014

41002-43

ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE

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

_____
THOMAS W. HANEL, Mayor
CITY OF BILLINGS

ATTEST:

By: _____
CARI MARTIN, City Clerk

STATE OF MONTANA)
: ss.
County of Yellowstone)

On this _____ day of _____, 2013, before me, a Notary Public for the State of Montana, personally appeared **THOMAS W. HANEL** and **CARI MARTIN**, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, and acknowledged to me that they executed the foregoing instrument.

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

_____ (Signature)

(NOTARIAL SEAL)

_____ (Printed Name)
Notary Public for the State of Montana
Residing in Billings, Montana
My Commission Expires: _____

REALTY TRANSFER CERTIFICATE

Confidential Tax Document

The information contained in this certificate is confidential by Montana law. Unauthorized disclosure of this information is a criminal offense.

GEOCODE(S) __ __ __ __ __ __

__ __ __ __ __ __

__ __ __ __ __ __

__ __ __ __ __ __

ASSESSMENT CODE: _____

The Department of Revenue will change the name on ownership records used for the assessment and taxation of real property when this form is fully and accurately completed and signed. (Please read the attached instructions on page 1 for assistance in completing and filing this form).

Montana law requires this form be completed and may impose up to a $500 penalty for failure to file a Realty Transfer Certificate (15-7-304, 305 and 310, MCA)

PART 1 – DATE OF TRANSFER (SALE)

__/__/__ (MM/DD/YYYY)

PART 2 – PARTIES Please complete this section in full; if additional space is required, please attach a separate page

Seller (Grantor)

Name: J & S DEVELOPMENT CO., a Montana Corporation

Mailing Address: 1644 South Castle Stone Square

(Permanent): _____

City: Billings ST: MT Zip: 59106

Seller Principal Residence: __Yes __No

List the last 4 digits of the SSN or FEIN

SSN 000 - 00 - ____

SSN 000 - 00 - ____

FEIN 00 - 000

Daytime Phone: _____

Assessor Code or Parcel #: _____ Main Geocode: _____

Buyer (Grantee)

Name: THE CITY OF BILLINGS

Mailing Address: PO Box 1178

(Permanent): _____

City: Billings ST: MT Zip: 59103

Buyer Principal Residence: __Yes __No

Mailing Address For Tax Notice (If different): _____

City: _____ ST: ____ Zip: _____

SSN 000 - 00 - ____

SSN 000 - 00 - ____

FEIN 00 - 000

Daytime Phone: _____

Transfer to Trustee, Custodian, or other Representative:

Trust FEIN 00 - 000

Minor SSN 000 - 00 - ____

PART 3 – PROPERTY DESCRIPTION Please complete fully; if additional space is required, please attach a separate page

Legal Description: _____ Attachment ☐

Add/Sub: Grand Peaks Subdivision, Second Filing Block: 1 Lot: 9

County: Yellowstone City/Town: Billings Section: ____ Township: ____ Range: ____

PART 4 – TYPE OF TRANSFER Please complete fully, more than one may apply.

☐ Sale ☐ Gift ☐ Barter ☐ Nominal or No Consideration ☐ Part of 1031 or 1033 exchange ☐ Transfer is subject to a reserved life estate

Sheriff's sale: ☐ mortgage ☐ trust indenture ☐ other ☐ Deed in lieu of foreclosure ☐ Short sale ☐ Auction/Sealed bid

A copy of the recorded instrument must be attached to the Realty Transfer Certificate.

Transfer by Operation of Law

☐ Termination of joint tenancy by death ☐ Termination of life estate by death ☐ Court order or decree (except sheriff's sale) ☐ Merger, consolidation, or other business entity reorganization

PART 5 – EXCEPTIONS FROM PROVIDING SALES PRICE INFORMATION Please complete fully, more than one may apply

☐ Gift

☐ Transfer in contemplation of death without consideration

☐ Transfer between husband/wife or parent/child for nominal consideration

☐ Transfer of property of the estate of a decedent

☐ Transfer by government agency

☐ Correction, modification, or supplement of previously recorded instrument, no additional consideration

☐ Termination of joint tenancy by death

☐ Termination of life estate by death

☐ Transfer pursuant to court decree (except sheriff's sale)

☐ Tax deed

☐ Merger, consolidation or reorganization of business entity

☐ Land eligible for timberland/forestland classification (15-44-103, MCA)

☐ Land eligible for agricultural classification (15-7-201, MCA)

☐ Transfer to a revocable living trust

☐ Other (Specify Type) _____

PART 6 – SALE PRICE INFORMATION Please complete fully, more than one may apply

Actual Sale Price $ _____

Financing: __Cash __FHA __VA __Contract __Other

Terms: __New loan OR __Assumption of existing loan

Value of personal property included in sale $ _____

Value of inventory included in sale $ _____

Value of licenses included in sale $ _____

Value of good will included in sale $ _____

Was an SID payoff included in the sale price? ___Yes ___No

Did the buyer assume an SID? ___Yes ___No

Amount of SID paid or assumed: $ _____

Was a mobile home included in the sale? ___Yes ___No

PART 7 – WATER RIGHT DISCLOSURE - This Disclosure is only applicable to the property identified in PART 3 above

☐ A. Property is served by a public water supply, i.e., city, irrigation district, or water district provides water.

☐ B. Seller has no water rights on record with DNRC to transfer.

☐ C. Seller is transferring ALL water rights on record with DNRC to the Buyer.

☐ D. Seller is dividing or exempting (reserving) water rights. Seller must file Water Right Update form.

Seller (Grantor) Signature: [signature] Date: 3-7-2013

PART 8 – PREPARER INFORMATION Preparer's signature is required

Name/Title: FIRST MONTANA TITLE (please print) Signature: [signature]

Mailing Address: 2800 Central Ave, Unit B Daytime Phone: 406-869-9669

City: BILLINGS ST: MT Zip: 59102

Clerk and Recorder Use Only

Recording Information: Document #: _____ Book: _____ Page: _____ Date: _____

__Warranty __Trust Deed __Quit Claim __Grant __Contract for Deed __Decree __Interest

__Bargain & Sale Deed __Notice of Purchaser's Interest __Statement of Acknowledgement __Termination of Joint Tenancy

__Tax Deed __Beneficiary Deed __Other

Department of Revenue Copy

Release Instructions:

Date: 12-5-2012

Borrower Name: J & S Development, Co

Loan Number (s)/Recording #

1100507795	3625000	**Full Release:** ☐	**Partial Release:** ☒
1100507587	3590493	**Full Release:** ☐	**Partial Release:** ☒
		Full Release: ☐	**Partial Release:** ☐
		Full Release: ☐	**Partial Release:** ☐
		Full Release: ☐	**Partial Release:** ☐

Legal Description:

Lot 9, Block 1, of Grand Peaks Subdivision, Second Filing, in the 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 No. 3583600.

To Trustee:
The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Trust Indenture. You are hereby requested and directed to reconvey, without warranty, to the parties designated by the terms of the said Trust Indenture, the following described portion of the real property covered by said Trust Indenture, and **ONLY** the above described legal description.

FIRST INTERSTATE BANK

By: _____
Its: Assistant Vice President

Release Instructions:

Date: 12-5-2012

Borrower Name: J & S Development, Co

Loan Number (s)/Recording #

1100507795	3625000	**Full Release:** ☐	**Partial Release:** ☒
1100507587	3590493	**Full Release:** ☐	**Partial Release:** ☒
		Full Release: ☐	**Partial Release:** ☐
		Full Release: ☐	**Partial Release:** ☐
		Full Release: ☐	**Partial Release:** ☐

Legal Description:

Lot 9, Block 1, of Grand Peaks Subdivision, Second Filing, in the 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 No. 3583600.

To Trustee:
The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Trust Indenture. You are hereby requested and directed to reconvey, without warranty, to the parties designated by the terms of the said Trust Indenture, the following described portion of the real property covered by said Trust Indenture, and **ONLY** the above described legal description.

FIRST INTERSTATE BANK

By: _____
Its: Assistant Vice President

Consent **1. L.**

Regular City Council Meeting
Meeting Date: 04/08/2013
TITLE: Subordination - Housing Rehab Loan - Zimmerman
PRESENTED BY: Candi Beaudry
Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

Katja Zimmerman qualified for and received a Housing Rehabilitation Deferred Loan for $13,128 in November 2009. The loan does not have to be repaid as long as Ms. Zimmerman remains the owner/occupant of the property. The loan is to be 100% repaid when the property is sold or when the owner no longer occupies the property. Ms. Zimmerman requested that the City subordinate its lien to a new first mortgage with a lower interest rate and will follow the City's subordination policy, which does not require repayment under these circumstances. Ms. Zimmerman will not roll over additional debt into the first mortgage and the City's position will not be affected by this action.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the request to subordinate $13,128 interest in the property in second position to a new first mortgage;
- Deny the subordination request which could result in the homeowner not being able to refinance in order to benefit from a lower interest rate.

FINANCIAL IMPACT

US Bank will loan up to $153,000 that will refinance existing debt on the property. The property recently appraised for $174,488. The City will retain its $13,128 interest in the property in second position and the City should still be protected by the current value of the home.

RECOMMENDATION

Staff recommends that Council subordinate the City's lien securing a $13,128 CDBG Housing Rehabilitation Deferred Loan to Katja Zimmerman, 930 Burlington Avenue.

APPROVED BY CITY ADMINISTRATOR

Attachments

Subordination - Rehab - Zimmerman

Please Return To:

City of Billings
Community Development Division
P.O. Box 1178
Billings, Montana 59103

SUBORDINATION AGREEMENT

Comes now, The City of Billings, a Municipal Corporation, organized under the laws of the State of Montana, represents that it is the secured party under the provisions of a certain Trust Indenture dated November 23, 2009 executed by Katja R. Zimmerman as Grantor, and the City Attorney, Brent Brooks, as trustee, recorded December 2, 2009 under Document 3533112 in the records of the Clerk and Recorder for Yellowstone County, Montana, which was made to secure an indebtedness of $13,128.

DO HEREBY SUBORDINATE the lien of said Trust Indenture and Agreement of Modification to the lien and obligation of a Trust Indenture wherein US Bank is named as Beneficiary, Katja R. Zimmerman is Grantor, and Charles Petersen is Trustee, dated _____ and recorded _____ under document number _____ Yellowstone County Montana.

The intent of the undersigned is to subordinate the first above described Trust Indenture to the new lien not to exceed $153,000 ONLY as it is related to the below described real property; and to retain the priority position of the first above described Trust Indenture as to all other real property described herein; to wit:

> That part of NE1/4NE1/4 of Section 5, Township 1 South, Range 26 East, of the Principal Montana Meridian, in the City of Billings, Yellowstone County, Montana, described as Tract 3, of Certificate of Survey No. 382 on file in the office of the Clerk and Recorder of said County, under Document #473908.

IN WITNESS WHEREOF, this instrument has been executed this _____ day of _____ 2013.

CITY OF BILLINGS

By:_____, Mayor

ATTEST:_____, City Clerk

ACKNOWLEDGEMENT

STATE OF MONTANA)
: ss.
County of Yellowstone)

On this _____day of _____, 2013, before me, a Notary Public for the State of Montana, personally appeared THOMAS W. HANEL and CARI MARTIN, known to be to be the Mayor and City Clerk respectively of the City of Billings, and whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

_____

Consent **1. M.**

Regular City Council Meeting

Meeting Date: 04/08/2013

TITLE: Resolution of Intent Authorizing the Refunding of Special Improvement District 1385 Bonds and Calling for a Public Hearing

PRESENTED BY: Patrick M Weber

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The City issued Special Improvement District (SID)1385 bonds in 2008. The bonds were issued to finance the improvements on King Avenue East between South Billings Blvd. and Orchard. Based on preliminary analysis, the City could achieve debt savings of $600,000 by refunding the SID 1385 bonds. The Council may consider adopting the attached resolution of intent to refund the bonds and calling for a public hearing.

ALTERNATIVES ANALYZED

The City Council may:

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

FINANCIAL IMPACT

The Refunding Bonds are being issued to reduce future interest costs. These savings will be passed on to the property owners with outstanding assessments.

RECOMMENDATION

Staff recommends that the City Council approve the resolution of intent to refund SID 1385 bonds and schedule a public hearing on April 22, 2013 .

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution

CERTIFICATE AS TO RESOLUTION AND VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. _____, entitled: "RESOLUTION OF INTENTION RELATING TO SPECIAL IMPROVEMENT DISTRICT NO. 1385 REFUNDING BONDS, SERIES 2013; AND CALLING A PUBLIC HEARING THEREON" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a meeting on April 8, 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 officially this 8th day of April, 2013.

_____
City Clerk

RESOLUTION NO. _____

RESOLUTION OF INTENTION RELATING TO SPECIAL IMPROVEMENT DISTRICT NO. 1385 REFUNDING BONDS, SERIES 2013; AND CALLING A PUBLIC HEARING THEREON

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

Section 1. Recitals and Statutory Authorization.

1.01. The City, pursuant to Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended (the "Act"), has issued its Special Improvement District Bonds No. 1385 Bonds, dated, as originally issued, as of October 1, 2008, in the original aggregate principal amount of $5,360,000 (the "Series 2008 Bonds"), drawn against the funds of, and to finance the costs of improvements (the "Improvements") in or for the benefit of Special Improvement District No. 1385 of the City (the "District"). All of the Improvements have been completed and all proceeds of the Series 2008 Bonds and investment income thereon have been applied to costs of the Improvements or to the partial redemption of the Series 2008 Bonds, except for certain proceeds of the Series 2008 Bonds on deposit in the Special Improvement District Revolving Fund of the City (the "Revolving Fund"). The Series 2008 Bonds are presently outstanding in the aggregate principal amount of $4,945,000.

1.02. Section 7-12-4194 of the Act authorizes the issuance of special improvement district bonds under the Act to provide money needed to pay principal of and interest on outstanding bonds if the rate of interest on the refunding bonds is at least one-half of one percent (0.50%) a year less than the rate of interest on the bonds to be refunded.

1.03. Pursuant to Section 7-12-4194 of the Act, it is necessary that the Council conduct a public hearing on the desirability of issuing the refunding bonds if the refunding bonds are to be issued in a principal amount greater than the bonds to be refunded.

Section 2. Findings. Pursuant to Section 7-12-4194 of the Act, this Council hereby determines that it is in the best interests of the City and the owners of property in the District for the City to sell its special improvement district refunding bonds in order to provide funds to be used to refund the Series 2008 Bonds in advance of their stated maturities. Such bonds shall be denominated "Special Improvement District No. 1385 Refunding Bonds, Series 2013" (the "Refunding Bonds"), and shall be issued in the maximum aggregate principal amount of $6,000,000. The Refunding Bonds will be issued to achieve debt service savings for the District, estimated on a net present value basis (using the yield of the Refunding Bonds as the discount factor) calculated over the remaining term of the Series 2008 Bonds to be at least 8.0% or $605,000. The savings will benefit the District and the owners of property therein by reducing the total cost of the Improvements financed from the proceeds of the Series 2008 Bonds.

Section 3. Sale of Refunding Bonds. Subject to the public hearing called for herein and pursuant to Section 7-12-4194(3)(a) of the Act, this Council hereby determines that it is in

the best interests of the City to sell the Refunding Bonds at a private negotiated sale to D.A. Davidson, of Great Falls, Montana (the "Purchaser"), in consultation with Springsted Incorporated, financial consultant to the City in respect of the Refunding Bonds. The Refunding Bonds shall be sold to the Purchaser on terms and at a purchase price subject to the following limitations and conditions: (1) the aggregate principal amount of the Refunding Bonds, exclusive of original issue premium or discount, shall not exceed $6,000,000; (2) the purchase price of the Refunding Bonds shall not be less than 98.55% of the principal amount of the Refunding Bonds, exclusive of original issue premium or discount; (3) the debt service savings on a net present value basis (using the yield of the Refunding Bonds as the discount factor) calculated over the remaining term of the Series 2008 Bonds, shall be at least 8.0%; (4) the average annual interest rate on the Refunding Bonds shall be at least one-half of one percent (0.50%) a year less than the average annual interest rate on the outstanding Series 2008 Bonds; and (5) the final stated maturity of the Refunding Bonds shall not be later than the final stated maturity of the Series 2008 Bonds (July 1, 2028).

The minimum purchase price for the Refunding Bonds will enable the Purchaser to sell the Refunding Bonds more efficiently based on actual market conditions without adjusting the interest rates thereon to provide compensation for its purchase of the Refunding Bonds. This procedure will facilitate the sale of the Refunding Bonds at the lowest interest rates, which is in the best interests of the District and the City.

All costs of issuing the Refunding Bonds (including, without limitation, the fees and expenses of bond counsel, the City's financial consultant and the Paying Agent and Registrar, and the costs of printing the Preliminary Official Statement, the Official Statement and the Refunding Bonds, if any) shall be paid by the City as part of the financing from proceeds of the Refunding Bonds or other available sources.

Section 4. Pledge of Revolving Fund. In the resolution of intention to create the District, this Council found that it was in the public interest, and in the best interest of the City and the District, to secure payment of the principal of and interest on the Series 2008 Bonds by the Revolving Fund, on the basis of factors required to be considered under Section 7-12-4225 of the Act. It is hereby found, determined and declared that it is in the public interest and in the best interest of the City and the District, to secure payment of the principal of and interest on the Refunding Bonds by the Revolving Fund, and the findings made in the resolution of intention in respect of the pledge of the Revolving Fund for the District are hereby ratified and confirmed; no material adverse condition relevant to the pledge of the Revolving Fund in the District having occurred since the Series 2008 Bonds were issued.

Section 5. Public Hearing; Notice of Resolution. A public hearing is hereby called and shall be held on April 22, 2013 at 6:30 p.m. in the Council Chambers on the second floor of the Police Facility, 220 North 27th Street, Billings, Montana. The City Clerk is hereby authorized and directed to publish or cause to be published a notice of public hearing in the *Billings Times*, a newspaper of general circulation in the county on April 11 and April 18, 2013 and to mail or cause to be mailed a copy of said notice to every person, firm or corporation, or the agent of such person, firm or corporation, having real property within the District listed in the owner's name upon the last completed assessment roll for state, county and school district taxes, at the owner's last-known address, upon the same day such notice is first published.

PASSED AND APPROVED by the City Council of the City of Billings, Montana, this 8th day of April, 2013.

_____
Mayor

Attest: _____
City Clerk

(SEAL)

Consent **1. N.**

Regular City Council Meeting
Meeting Date: 04/08/2013
TITLE: Zone Change #907 - 2nd reading
PRESENTED BY: Candi Beaudry
Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

This is a zone change request from Agriculture Open-Space (A-1) to Controlled Industrial on 2 parcels of land described as C/S 2587, Tract 1 and C/S 3329, Tract 1, a 97.3 acre parcel of land. The property is located northwest of the intersection of Gabel Road and Hesper Road at 3815 Hesper Road. The property is owned by Industrial Planning Associates, LP and Rick Selensky, P.E., of Dowl HKM is the agent. The property is intended for the future development of a FedEx Ground transportation hub on a 50-acre portion of the site. An annexation petition was submitted in coordination with this zone change and approved by Council on March 25. The owner conducted a pre-application neighborhood meeting on December 19, 2012. The Zoning Commission conducted a public hearing on February 5, 2013, and forwarded no recommendation on a 2-2 vote on a motion to recommend approval. The City Council received a valid protest petition against the zone change before the February 25, 2013 public hearing. A valid protest requires a 2/3 majority vote by the present and voting members of the City Council to approve the zone change. The City Council conducted a public hearing on February 25, 2013 and voted to continue the public hearing and delay action on the application until March 25, 2013. Between the February 24 and March 25 meetings, a property owner who had signed the protest withdrew his name and the valid protest was lifted. The City Council approved first reading of the zone change ordinance on March 25, 2013.

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

If the annexation and zone change are approved, the property will begin paying taxes and fees to the City. If the property is developed, the taxes will increase accordingly. The property will be served by city services. Utilities will be extended to the property and street improvements will be made to accommodate any additional traffic. These costs will be paid for by the developer.

RECOMMENDATION

The Zoning Commission is forwarding no recommendation for the City Council after a 2-2 vote on a motion to recommend approval of Zone Change #907 and adoption of the 10 criteria.

APPROVED BY CITY ADMINISTRATOR

Attachments

Ordinance

ORDINANCE NO. 13-_____

AN ORDINANCE AMENDING THE ZONE CLASSIFICATION FOR a 97.3 acre parcel described as Tract 1, C/S 2587 and Tract 1, C/S 3329 generally located at 3815 Hesper Road

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

1. RECITALS. *Title 76, Chapter 2, Part 3, MCA,* and *Sections 27-302 and 27-1502, BMCC,* provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the ten (10) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the ten (10) criteria required by state law.

2. DESCRIPTION That 97.3 acre parcel described as Tract 1, C/S 2587 and Tract 1, C/S 3329 is presently zoned **Agriculture-Open Space (A-1)** and is shown on the official zoning maps within this zone.

3. ZONE AMENDMENT. The official zoning map is hereby amended and the zoning for **the above described parcels** is hereby changed from **Agriculture-Open Space (A-1) to Controlled Industrial (CI)** and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Controlled Industrial (CI)** as set out in the Billings, Montana City Code.

4. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

5. EFFECTIVE DATE. This ordinance shall be effective from and after final passage and as provided by law.

PASSED by the City Council on first reading March 25, 2013.

PASSED, ADOPTED AND APPROVED on second reading April 8, 2013.

CITY OF BILLINGS:

BY:_____
Thomas W. Hanel, Mayor

ATTEST:

BY: Cari Martin, City Clerk

Zone Change #907 – 3815 Hesper Road, Tract 1, C/S 2587 and Tract 1, C/S 3329

Consent **1. O.**

Regular City Council Meeting
Meeting Date: 04/08/2013
TITLE: Zone Change #908 - 2nd reading
PRESENTED BY: Candi Beaudry
Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

This is a zone change request from Agriculture Open-Space (A-1) to Highway Commercial (HC) on an un-platted 63.32 acre parcel of land. The property is located south of the King Ave West interchange with Interstate 90 at 1228 and 1236 Mullowney Lane. Portions of the property are already zoned HC, but the majority is zoned A-1. The property is owned by Elizabeth Zeiler, and Ben Smith of Plante Moran Cresa is the agent. The owner conducted a pre-application neighborhood meeting on January 24, 2013 at the Kelly Inn at 5610 South Frontage Road. The owner has submitted a concurrent request for annexation of the property. The Zoning Commission conducted a public hearing on March 5, 2013, and is forwarding a recommendation of approval on a 3 to 0 vote. The City Council held a public hearing on March 25, 2013, and approved first reading of the zone change ordinance.

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

There should be no immediate financial impact from the proposed zoning. When the property is annexed, fees will be assessed based on the zoning and lot area. The annexation and zone change will increase the city's tax base. When a development occurs, additional taxes and fees will be assessed and additional city services will be provided.

RECOMMENDATION

The Zoning Commission recommends approval of Zone Change #908 and adoption of the findings of fact for the 10 criteria on a 3 to 0 vote.

APPROVED BY CITY ADMINISTRATOR

Attachments

Ordinance

ORDINANCE NO. 13-_____

AN ORDINANCE AMENDING THE ZONE CLASSIFICATION FOR a 63.32 acre parcel described as a fraction of the North ½, South east ¼ of Section 18, Township 1 South, Range 26 East generally located at 1228 and 1236 Mullowney Lane

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

1. RECITALS. *Title 76, Chapter 2, Part 3, MCA,* and *Sections 27-302 and 27-1502, BMCC,* provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the ten (10) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the ten (10) criteria required by state law.

2. DESCRIPTION That 63.32 acre parcel described as a fraction of the North ½, South east ¼ of Section 18, Township 1 South, Range 26 East is presently zoned **Agriculture-Open Space (A-1) and Highway Commercial (HC)** and is shown on the official zoning maps within this zone.

3. ZONE AMENDMENT. The official zoning map is hereby amended and the zoning for **the above described parcels** is hereby changed from **Agriculture-Open Space (A-1) and Highway Commercial (HC) to Highway Commercial (HC)** and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Highway Commercial (HC)** as set out in the Billings, Montana City Code.

4. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

5. EFFECTIVE DATE. This ordinance shall be effective from and after final passage and as provided by law.

PASSED by the City Council on first reading March 25, 2013.

PASSED, ADOPTED AND APPROVED on second reading April 8, 2013.

CITY OF BILLINGS:

BY:_____
Thomas W. Hanel, Mayor

ATTEST:

BY: Cari Martin, City Clerk

Zone Change #908 – 1228 and 1236 Mullowney Lane

Consent **1. P.**

Regular City Council Meeting

Meeting Date: 04/08/2013

TITLE: Zimmerman Trail Subdivision, Amended Lot 11A, Block 1-- Preliminary Subsequent Minor Plat

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

On March 1, 2013, the Planning Division received an application for preliminary plat approval for Amended Lot 11A, Block 1, Zimmerman Trail Subdivision. The plat contains 2 lots on approximately 2.33 acres of land on the south side of Highway 3, just east of Zimmerman Trail. The lot is currently vacant and was created in 1987 as part of a 10-lot Planned Unit Development (PUD) for single-family residences. As allowed by the PUD agreement, the proposal would split the original lot into two residential sites. The owner is Kincaid Land, LLC and the representing agent is Sanderson Stewart.

ALTERNATIVES ANALYZED

In accordance with state law, the City Council has 35 working days to act upon this subsequent minor preliminary plat; the 35 working day review period for the proposed plat ends on April 19, 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 35 day review period, the City Council is required to:

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

FINANCIAL IMPACT

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

BACKGROUND

General location: South side of Highway 3, just east of Zimmerman Trail.

Legal Description: Lot 11A, Block 1, Zimmerman Trail Subdivision

Owner/Subdivider: Kincaid Land, LLC

Engineer and Surveyor: Sanderson Stewart

Existing Zoning: Planned Unit Development (PUD)

Existing land use: Vacant

Proposed land use: Two single-family dwellings

Gross/net area: 2.33 acres

Proposed number of lots: 2

Lot size: Max: 1.19 acres
Min.: 1.14 acres

Parkland requirements: Parkland provisions were previously met for this subdivision.

STAKEHOLDERS

A public hearing is not required for minor subdivisions. However, interested parties may review all application materials at the Planning and Community Services Department. There have been no comments submitted regarding this proposal at the time of this report compilation. Interested parties also may attend the City Council meeting and speak during the public comment period at the start of the meeting on non-public hearing agenda items.

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

Planning Staff recommends conditional approval of the preliminary plat of Zimmerman Trail Subdivision, Amended Lot 11A, Block 1 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 ensure the provision of easements, the subdivider shall provide utility easements on the final plat as requested by the private utility companies.

2. To minimize effects on local services, the subdivider shall obtain approval or denial of the emergency access road approach onto Highway 3 from Montana Department of Transportation (MDT) prior to final plat approval. If MDT denies the emergency access approach, the subdivider shall provide an additional fire hydrant along Zimmerman Place in accordance with Fire Department requirements, and updates to the final SIA shall be made to reflect this improvement.

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

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

APPROVED BY CITY ADMINISTRATOR

Attachments

Preliminary Plat
Findings of Fact
Mayor's letter
MDT Letter-Emergency Access Road

PRELIMINARY PLAT OF THE AMENDED PLAT OF LOT 11A, BLOCK 1,

ZIMMERMAN TRAIL SUBDIVISION

"A PLANNED UNIT DEVELOPMENT"

SITUATED IN THE N.1/2 S.E.1/4 AND S.1/2 N.E.1/4 OF SECTION 27, T.1N., R.25E., P.M.M.

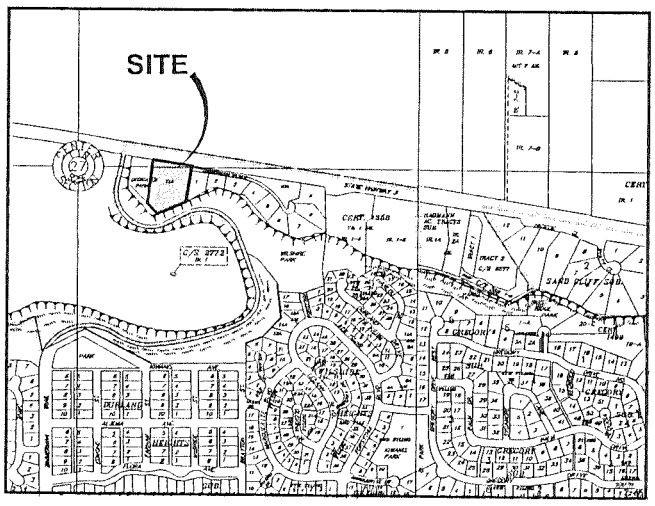
CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : KINCAID LAND LLC

PREPARED BY : SANDERSON STEWART

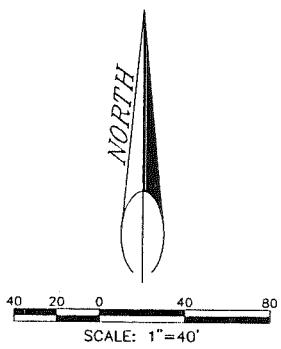
MARCH, 2013

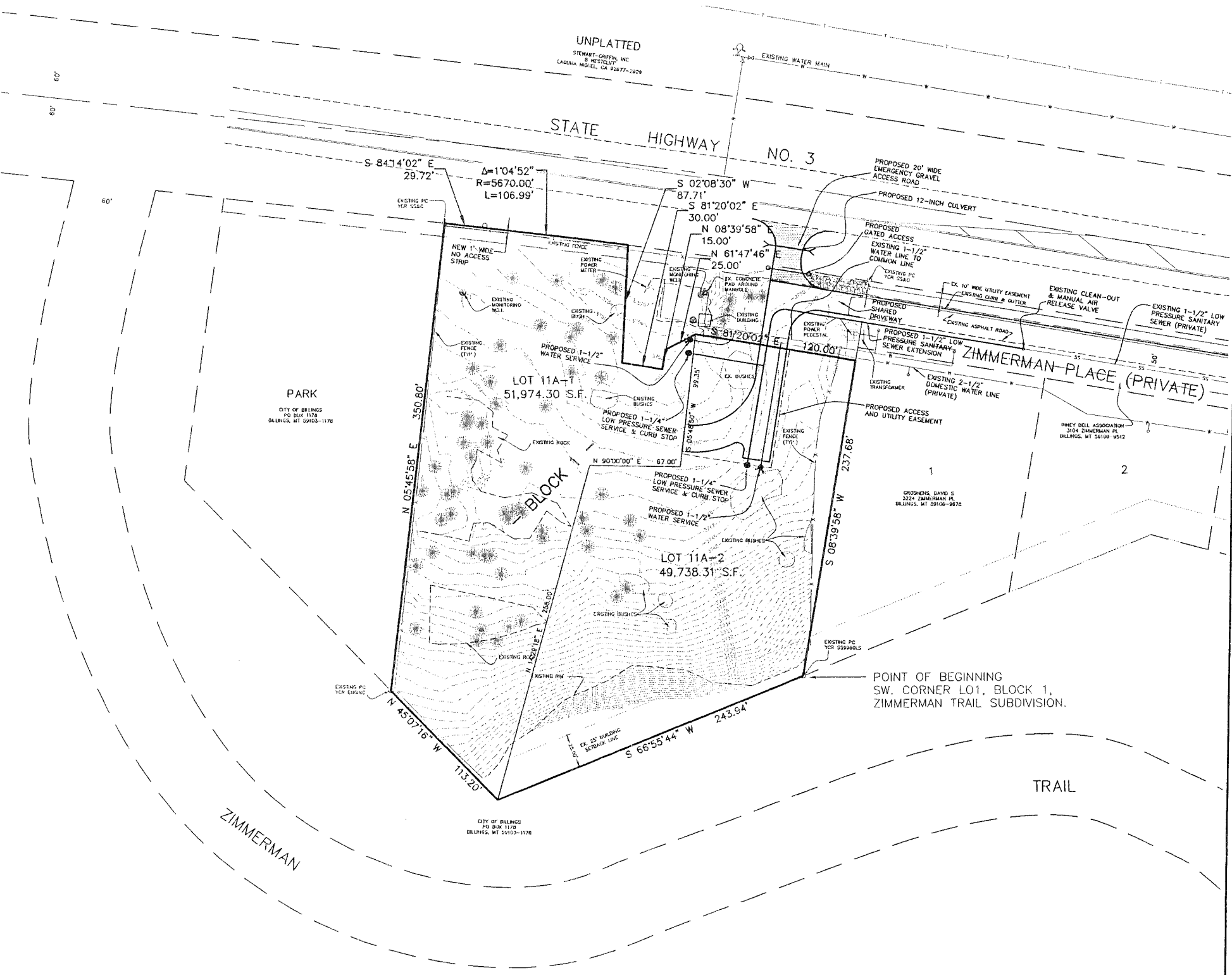
BILLINGS, MONTANA



VICINITY MAP

NOT TO SCALE





BASIS OF BEARING: (ORIGINAL PLAT/C.O.S.) OR DETERMINED BY GPS OBSERVATIONS USING SURVEY GRADE RECEIVERS. CONVERGENCE NOT APPLIED TO BEARINGS SHOWN. DISTANCES ARE GROUND DISTANCES.

· FOUND SURVEY MONUMENT, AS NOTED

• SET 5/8" X 18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART"

· SET INTERSECTION MONUMENT, 5/8"x18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART BILLINGS MT". WILL BE REPLACED WITH BRASS CAP MONUMENT BOX UPON COMPLETION OF STREET IMPROVEMENTS.

PLAT DATA

GROSS AREA	=	101,713 S.F.
NET AREA	=	101,713 S.F.
NUMBER OF LOTS	=	2
MINIMUM LOT SIZE	=	49,738.31 S.F.
MAXIMUM LOT SIZE	=	51,974.30 S.F.
LINEAL FEET OF STREETS	=	NA
PARKLAND REQUIREMENT	=	NA
PARKLAND DEDICATION	=	NA
EXISTING ZONING	=	PUD
SURROUNDING ZONING:		
NORTH	=	AG-OPEN
SOUTH	=	PUBLIC
EAST	=	PUD
WEST	=	PUD (PARK)
EXISTING LAND USE	=	VACANT
PROPOSED LAND USE	=	RESIDENTIAL

FINDINGS OF FACT – Zimmerman Trail Subdivision, Amended Lot 11A, Block 1

Staff has prepared the following Findings of Fact for Amended Lot 11A, Block 1, Zimmerman Trail Subdivision for review and approval by the City Council. These findings are based on the preliminary plat application and supplemental documents and address the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Billings Subdivision Regulations (Section 23-303(H), BMCC).

A. What are the effects on agriculture, local services, the natural environment, wildlife and wildlife habitat and public health, safety and welfare? [MCA 76-3-608 (3)(a) and BMCC 23-303(H)(1)]

1. Effect on agriculture and agricultural water user facilities

The subject property is not used for agriculture, and has no irrigation facilities serving it. It is a vacant lot that has been slated for residential development since 1987. Overall, there is no anticipated effect on irrigation facilities or agriculture from this proposal.

2. Effect on local services

a. **Utilities** – Individual water services for the proposed subdivision shall come from the existing private water main located in Zimmerman Place for both lots. Furthermore, there are existing fire hydrants, one along Zimmerman Place and one across Highway 3. Lot owners will be responsible for extension of water services at the time of lot development.

   Sewer services are to be provided from an existing private sewer main located in Zimmerman Place for both lots. Lot owners will be responsible for extension of water services at the time of lot development.

   Private utilities such as electric and gas are available to the lots upon development. To ensure the proper utility easements are provided, it is recommended that the developer consult with the utility companies and place the requested easements on the final plat **(Condition #1)**.

b. **Storm water** – Storm water management will be evaluated at the time of lot development. All drainage improvements shall comply with the provisions of the 2011 City of Billings Storm Water Management Manual.

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** – Zimmerman Place, a private road paralleling the south side of Highway 3, provides access to the proposed lots. A shared driveway at its terminus along with the necessary easement is proposed to serve the two new lots as shown on the plat. No driveway access shall be allowed off of Highway 3, however an emergency access is proposed from Highway 3 to meet Fire Department needs for fire hydrant access and to mitigate the excessive length of dead-end road Zimmerman Place. Montana Department

of Transportation (MDT) will need to approve of this emergency access location and design prior to final plat approval (Hwy. 3 is a State Highway). If MDT does not approve of the proposed emergency access, a new fire hydrant will need to be installed on Zimmerman Place, as required by the fire department, prior to final plat approval **(Condition #2)**. No other improvements are required at this time for private street, Zimmerman Place.

e. **Emergency services** - The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The nearest emergency service station is located at Grand Avenue and 54th St. West (Station #7). The subdivision is located within the ambulance service area of American Medical Response.

   The two main concerns of emergency service providers are adequate access to the site and presence of a nearby water source for firefighting needs. The subject property is at the end of Zimmerman Place, a private deadend street, which is longer that the allowable 600 foot maximum for a deadend street. Additionally the closest functioning fire hydrant on Zimmerman Place is further than the maximum allowable 500 feet. Therefore, the developer has proposed to provide an emergency access road connecting the site to the adjacent Highway 3. This would provide a solution to both issues, as it would provide a second access for emergency service providers and a fire hydrant within 500 feet; there is a hydrant across Highway 3 at this location. Approval for the location and design of the emergency access road is required prior to final plat approval by MDT and City Engineering and Fire Departments **(Condition #2)**.

f. **Schools** –School children would attend Boulder Elementary, Will James Middle and Senior High School. Given there are only two additional homes proposed there will be a minimal effect on schools by this subdivision. School District #2 facilities manager, Lew Anderson, had no concerns with the proposal.

g. **Parks and Recreation** - Parkland dedication requirements were met when the subdivision was originally platted in 1988.

h. **Mail Delivery -** The United States Postal Service indicated that individual mailboxes will be allowed. The location of any new mailbox units shall be reviewed and approved by the post office.

3. Effect on the natural environment

The proposed subdivision should have only minor effects on the natural environment. There will be short term air and noise pollution associated with construction on the property. Stormwater shall be managed in compliance with an approved plan and the property is outside of the flood plain. New development will need to follow recommendations of the geotechnical analysis to minimize any potential impacts from soil and groundwater conditions.

4. Effect on wildlife and wildlife habitat

The proposed subdivision should not affect wildlife or habitat. There are no known endangered or threatened species on the property. However the property is an area with a known deer, turkey, and other wildlife presence, and a note informing future land owners of this possibility is found in the 'Conditions that Run with the Land' section of the SIA.

5. Effect on the public health, safety and welfare

The subdivision should not negatively affect public health or safety. The subject property is not within a mapped floodway or flood zone. A geotechnical survey will be required prior to construction on either lot to ensure appropriate foundation designs are installed based on the subsurface conditions. There are no obvious threats to public health, safety or welfare.

B. Was an Environmental Assessment required? [MCA 76-3-616 and BMCC 23-901]

The proposed subdivision is exempt from the requirement for an Environmental Assessment pursuant to Section 76-3-616, MCA and 23-901, BMCC.

C. Does the subdivision conform to the Yellowstone County-City of Billings 2008 Growth Policy Update, the Urban Area Transportation Plan, 2009 Update, and the Heritage Trail Plan? [BMCC 23-303(H)(3)]

1. Yellowstone County-City of Billings 2008 Growth Policy Update

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

a. **Goal: Predictable land use decisions that are consistent with neighborhood character and preferred land use patterns identified in neighborhood plans (p. 6).**

b. **Goal: Contiguous development focused in and around existing population centers separated by open space (p. 6).**

c. **Goal: More housing and business choices within each neighborhood (p. 6).**

2. Urban Area Transportation Plan Update 2009

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

3. Billings Area Bikeway and Trail Master Plan

The Billings Area Bikeway and Trail Master Plan identifies a proposed long-range bike lane along Highway 3, and shows existing primitive trails along the rims, south the of property within adjacent City parkland. No new improvements will be required with this subdivision to meet the Trail Plan recommendations.

D. Does the subdivision conform to the Montana Subdivision and Platting Act and to local subdivision regulations? [MCA 76-3-608(3)(b), BMCC 23-303(H)(2)]

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

E. Does the subdivision conform to sanitary requirements? [BMCC 23-408]

The property is served by a privately owned and maintained water and sewer system that is licensed by MDEQ, and by the City of Billings' solid waste services. The subdivision conforms to sanitary requirements.

F. Does the proposed subdivision conform to all requirements of the zoning in effect? [BMCC 23-303(H)(2)(e)]

The subject property is located within the Zimmerman Trail Planned Unit Development (PUD) zoning district and the division of this lot is permitted by the PUD agreement. New development will be further reviewed for compliance upon building permit submittal.

G. Does the proposed plat provide easements for the location and installation of any utilities? [MCA 76-3-608(3)(c) and BMCC 23-303(H)(2)(b)]

All main lines for utilities are already in place so new development will just need to tap into the existing lines. In case the new service lines cross property boundaries utility easements shall be shown on the plat as necessary. It is recommended that the developer work with NWE and MDU to show the needed easements on the final plat **(Condition #1)**.

H. Does the proposed plat provide legal and physical access to each parcel within the subdivision and notation of that access on the plat? [MCA 76-3-608(3)(d) and BMCC 23-303(H)(2(c)]

Access to the subdivision shall be from Zimmerman Place. The proposed shared driveway shall be within a private access easement shown on the plat and described in an easement document to be filed with the final plat.

CONCLUSIONS OF FINDING OF FACT

- The preliminary plat of Amended Lot 11A, Block 1, Zimmerman Trail Subdivision, does not create any adverse impacts that warrant denial of the subdivision.

- The proposed subdivision conforms to several goals and policies of the 2008 Growth Policy and does not conflict with the 2009 Transportation Plan Update or the Trail Plan.

- The proposed subdivision complies with state and local subdivision regulations, local zoning, and sanitary requirements and provides legal and physical access to each lot.

- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

Approved by the Billings City Council, April 8, 2013.

_____

Thomas W. Hanel, Mayor

Mayor's Approval Letter—Zimmerman Trail Subdivision, Amended Lot 11A, Block 1

April 9, 2013

Gene Culver
Kincaid Land, LLC
3208 Rugby Drive
Billings, MT 59102

Dear Mr. Culver:

On April 8, 2013, the Billings City Council conditionally approved the preliminary plat of Zimmerman Trail Subdivision, Amended Lot 11A, Block 1, subject to the following conditions of approval:

1. To ensure the provision of easements, the subdivider shall provide utility easements on the final plat as requested by the private utility companies.

2. To minimize effects on local services, the subdivider shall obtain approval or denial of the emergency access road approach onto Highway 3 from Montana Department of Transportation (MDT) prior to final plat approval. If MDT denies the emergency access approach, the subdivider shall provide an additional fire hydrant along Zimmerman Place in accordance with Fire Department requirements, and updates to the final SIA shall be made to reflect this improvement.

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

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

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

Sincerely,

_____

Thomas W. Hanel, Mayor

Pc: Pat Davies, Sanderson Stewart

April 8, 2013

Mr. Mike Tierney, Planner
Montana Department of Transportation
P.O. Box 201001
Helena, MT 59620-1001

Re: Memorandum of Understanding
Emergency Access for the Amended Plat of Lot 11A, Block 1; Zimmerman Trail Subdivision
Zimmerman Place and Highway 3; Billings, Montana

Dear Mr. Tierney:

This letter sets forth the memorandum of the agreement reached between the Montana Department of Transportation ("MDT") and the City of Billings ("City") relating to the Amended Plat of Lot 11A, Block 1; Zimmerman Trail Subdivision ("Subdivision") proposed by Kincaid Land, LLC, a Montana limited liability company ("Subdivider").

The City agrees that the agreement between the City and the Subdivider will require anyone working within the MDT right-of-way to follow MDT standards as found in the MDT reference materials as set forth on the approach permit issued by MDT. See the last WHEREAS clause and Sections III.E., IV.A. and IV.B. of the attached Subdivision Improvements Agreement.

The City agrees that the agreement between the City and the Subdivider will require the Subdivider to construct a secondary emergency access connecting Lot 10A (Common Area) of the Subdivision with Highway 3. The access will be consistent with the Preliminary Plat submitted by Sanderson Stewart; approved before construction by MDT, the Billings Fire Department, and the City Engineering Department; will be constructed in accordance with the International Fire Code adopted by the City. See Section IV.C.1. of the Attached Subdivision Improvements Agreement.

The City agrees that the agreement between the City and the Subdivider will require the Subdivider to maintain the secondary emergency access road, the gate, and the signage. See Section IV.B.2. of the attached Subdivision Improvements Agreement.

The City agrees that it will enforce the obligations of the Subdivider.

Sincerely,

Thomas W. Hanel, Mayor

cc: Stefan Streeter, District Manager, MDT Billings
Stan Jonutis, Traffic Engineer, MDT Billings

Consent **1. Q. 1.**

Regular City Council Meeting
Meeting Date: 04/08/2013
TITLE: Payment of Claims March 11, 2013.
PRESENTED BY: Pat M Weber, Financial Director
Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of $2,075,065.79 have been audited and are presented for your approval for payment. A complete listing of the claims dated March 8 thru 11, 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

Bills and Payroll Part 1
Bills and Payroll Part 2

AP >$2,500 for 3/8/2013 and 3/11/2013

Check Date	Check	Name	Amount	Account	Item Desc
03/08/2013	7	U.S. Bank PCards	359.74	1500-21120-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	108.78	1500-21150-402285	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	425.00	1500-21110-401170	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	507.00	2110-31320-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	35.00	0100-51140-403823	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	240.10	0100-16110-403720	PCard Transaction Description: AIRLINE
03/08/2013	7	U.S. Bank PCards	435.48	5020-74000-402320	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	184.66	2600-55180-402925	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	946.80	5610-71130-403650	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	34.20	1500-21700-403824	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	20.48	2110-31320-402320	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	45.91	5610-71120-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	100.40	5610-71130-403650	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	175.00	2600-55110-403824	PCard Transaction Description: OFFICE SERVICES
03/08/2013	7	U.S. Bank PCards	84.00	1500-21400-403822	PCard Transaction Description: HOTELS
03/08/2013	7	U.S. Bank PCards	84.00	1500-21400-403822	PCard Transaction Description: HOTELS
03/08/2013	7	U.S. Bank PCards	318.00	6500-15670-403690	PCard Transaction Description: OFFICE SERVICES
03/08/2013	7	U.S. Bank PCards	39.90	5120-84000-402190	PCard Transaction Description: OFFICE SUPPLIES

03/08/2013	7	U.S. Bank PCards	24.70	1500-22210-403110	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013	7	U.S. Bank PCards	33.70	2970-65010-407270	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013	7	U.S. Bank PCards	44.04	5610-71150-402290	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	34.95	5610-71150-402290	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	31.98	6500-15660-402450	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	187.20	2550-21420-402290	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	120.96	1500-21120-402290	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	40.00	2600-55190-403380	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	34.87	0100-51120-402260	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	-59.00	1500-22250-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	-68.97	1500-22250-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	-139.00	1500-22250-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	29.97	5410-31210-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	44.84	2650-67720-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	212.44	2650-67720-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	7.46	5210-15920-402120	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	4.08	1500-22250-402410	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	15.59	1500-21120-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	11.96	6700-31410-402230	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	400.00	7090-21910-403822	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	400.00	7090-21910-403822	PCard Transaction Description: BUSINESS EXPENS

03/08/2013	7	U.S. Bank PCards	400.00	7090-21910-403822	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	400.00	7090-21910-403822	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	78.06	6500-15660-402360	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	23.62	0100-51120-403110	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013	7	U.S. Bank PCards	23.63	0100-51210-403110	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013	7	U.S. Bank PCards	95.16	1500-22210-403824	PCard Transaction Description: HOTELS
03/08/2013	7	U.S. Bank PCards	449.05	1500-21400-403822	PCard Transaction Description: HOTELS
03/08/2013	7	U.S. Bank PCards	595.00	5210-15210-403350	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	1,455.14	5410-31220-408199	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	1,000.00	5410-31220-408199	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	488.07	5410-31220-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	114.25	1500-21200-407910	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	49.99	2400-43010-402925	PCard Transaction Description: MRO SUPPLIES
03/08/2013	7	U.S. Bank PCards	296.80	5020-77000-402280	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	21.14	1500-21400-402280	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	103.92	5610-71120-402260	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	474.50	6500-15670-403690	PCard Transaction Description: OFFICE SERVICES
03/08/2013	7	U.S. Bank PCards	8.00	6500-15670-403690	PCard Transaction Description: OFFICE SERVICES
03/08/2013	7	U.S. Bank PCards	96.70	6600-31100-402230	PCard Transaction Description: EATING/DRINKING
03/08/2013	7	U.S. Bank PCards	239.48	2090-44510-403822	PCard Transaction Description: OTHER TRAVEL

03/08/2013	7	U.S. Bank PCards	167.36	2090-44510-403824	PCard Transaction Description: OTHER TRAVEL
03/08/2013	7	U.S. Bank PCards	502.08	2090-44510-403822	PCard Transaction Description: OTHER TRAVEL
03/08/2013	7	U.S. Bank PCards	745.86	0100-51420-402330	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	51.36	0100-51420-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	30.72	0100-51420-402330	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	12.00	0100-12200-408199	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	6.00	0100-12200-408199	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	45.00	2600-55180-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	151.88	0100-12200-408199	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	13.98	2600-55150-402280	PCard Transaction Description: WHOLESALE TRADE
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03/08/2013	7	U.S. Bank PCards	16.50	1500-21110-403740	PCard Transaction Description: EATING/DRINKING
03/08/2013	7	U.S. Bank PCards	58.50	0100-12120-403990	PCard Transaction Description: EATING/DRINKING
03/08/2013	7	U.S. Bank PCards	205.50	2110-31320-402420	PCard Transaction Description: WHOLESALE TRADE

03/08/2013	7	U.S. Bank PCards	50.00	1500-21150-402290	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	600.00	2090-44510-403822	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	800.00	2090-44510-403822	PCard Transaction Description: BUSINESS EXPENS
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03/08/2013	7	U.S. Bank PCards	600.00	2090-44510-403824	PCard Transaction Description: BUSINESS EXPENS
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03/08/2013	7	U.S. Bank PCards	143.90	2650-67720-402290	PCard Transaction Description: EATING/DRINKING
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03/08/2013	7	U.S. Bank PCards	149.99	1500-21200-402120	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	292.19	2980-65010-403220	PCard Transaction Description: OFFICE SERVICES
03/08/2013	7	U.S. Bank PCards	154.04	0100-14110-403110	PCard Transaction Description: OFFICE SERVICES
03/08/2013	7	U.S. Bank PCards	165.00	1500-22210-403350	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	544.00	5610-71150-402290	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	36.45	5610-71150-402290	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	73.40	5610-71130-402310	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	134.28	5610-71130-402320	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	600.80	2110-31320-403240	PCard Transaction Description: OFFICE SERVICES
03/08/2013	7	U.S. Bank PCards	46.33	5120-84000-402360	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	299.00	0100-51120-403360	PCard Transaction Description: OTHER

03/08/2013	7	U.S. Bank PCards	37.28	6600-31100-402450	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013	7	U.S. Bank PCards	26.95	6700-31410-402190	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013	7	U.S. Bank PCards	8.51	2600-55190-403226	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013	7	U.S. Bank PCards	5.99	2600-55190-403226	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013	7	U.S. Bank PCards	81.64	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013	7	U.S. Bank PCards	17.18	2600-55190-403222	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013	7	U.S. Bank PCards	99.32	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013	7	U.S. Bank PCards	11.13	2600-55190-403226	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013	7	U.S. Bank PCards	27.00	2600-55190-403227	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013	7	U.S. Bank PCards	27.98	2600-55190-403226	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013	7	U.S. Bank PCards	7.99	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013	7	U.S. Bank PCards	39.74	2600-55190-403222	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013	7	U.S. Bank PCards	25.90	2600-55190-403226	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013	7	U.S. Bank PCards	14.73	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013	7	U.S. Bank PCards	14.97	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013	7	U.S. Bank PCards	12.88	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013	7	U.S. Bank PCards	18.50	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013	7	U.S. Bank PCards	22.95	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES

03/08/2013	7	U.S. Bank PCards	13.34	2600-55190-403222	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013	7	U.S. Bank PCards	84.99	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013	7	U.S. Bank PCards	6.62	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013	7	U.S. Bank PCards	26.89	2600-55190-403227	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013	7	U.S. Bank PCards	9.68	2600-55190-403226	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013	7	U.S. Bank PCards	38.99	2600-55120-403450	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013	7	U.S. Bank PCards	1.00	6010-15500-402120	PCard Transaction Description: OFFICE SERVICES
03/08/2013	7	U.S. Bank PCards	129.99	6010-15500-402120	PCard Transaction Description: OFFICE SERVICES
03/08/2013	7	U.S. Bank PCards	14.07	6500-15650-402310	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	20.57	0100-51120-402290	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	17.99	5210-15230-402120	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	12.17	0100-51420-402330	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	30.77	0100-51420-402290	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	160.09	0100-51420-402330	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	107.94	5610-71130-402310	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	22.97	0100-51420-402290	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	128.00	1500-21700-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	226.00	1500-21700-402190	PCard Transaction Description: WHOLESALE TRADE

03/08/2013	7	U.S. Bank PCards	184.81	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	495.00	0100-17500-403820	PCard Transaction Description: OFFICE SERVICES
03/08/2013	7	U.S. Bank PCards	39.95	5610-71130-403660	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	87.46	5610-71120-403660	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	27.66	5610-71190-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	182.88	5610-71120-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	114.53	5610-71190-402410	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	9.11	5610-71170-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	567.72	5610-71170-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	64.96	5610-71120-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	66.60	5610-71120-402410	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	9.16	5710-71430-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	688.00	2110-31320-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	10.36	5610-71130-402410	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	99.18	5610-71150-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	27.60	5610-71150-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	36.80	5610-71150-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	97.82	2110-31320-402320	PCard Transaction Description: WHOLESALE TRADE

03/08/2013	7	U.S. Bank PCards	13.72	2110-31320-402320	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	78.19	5610-71130-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	22.32	2600-55130-402150	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	177.96	2600-55120-402360	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	39.83	5610-71120-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	622.62	5410-31220-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	45.96	5610-71120-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	20.40	5610-71120-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	360.00	5610-71130-402310	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	96.00	5020-75000-403350	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	64.00	5120-85000-403350	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	48.00	5020-75000-403350	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	32.00	5120-85000-403350	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	35.00	5710-71430-402450	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	105.00	5410-31210-403365	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	175.00	5610-71120-403660	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	55.49	0100-12200-408199	PCard Transaction Description: OFFICE SERVICES
03/08/2013	7	U.S. Bank PCards	161.40	1500-22250-402410	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	219.98	2510-21270-402190	PCard Transaction Description: OTHER

03/08/2013	7	U.S. Bank PCards	265.00	5610-71100-403390	PCard Transaction Description: OFFICE SERVICES
03/08/2013	7	U.S. Bank PCards	265.00	0100-15120-403823	PCard Transaction Description: OFFICE SERVICES
03/08/2013	7	U.S. Bank PCards	265.00	0100-15120-403823	PCard Transaction Description: OFFICE SERVICES
03/08/2013	7	U.S. Bank PCards	265.00	6600-31100-403350	PCard Transaction Description: OFFICE SERVICES
03/08/2013	7	U.S. Bank PCards	59.91	1500-22210-403824	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	169.30	1500-21120-403590	PCard Transaction Description: AIRLINE
03/08/2013	7	U.S. Bank PCards	837.10	0100-12200-408199	PCard Transaction Description: AIRLINE
03/08/2013	7	U.S. Bank PCards	837.10	0100-12200-408199	PCard Transaction Description: AIRLINE
03/08/2013	7	U.S. Bank PCards	253.35	5120-85000-403820	PCard Transaction Description: OTHER TRAVEL
03/08/2013	7	U.S. Bank PCards	7.00	1500-22210-403823	PCard Transaction Description: OTHER TRAVEL
03/08/2013	7	U.S. Bank PCards	13.00	1500-22250-402120	PCard Transaction Description: OTHER TRAVEL
03/08/2013	7	U.S. Bank PCards	69.98	5410-31210-402190	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013	7	U.S. Bank PCards	81.98	5410-31210-402190	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013	7	U.S. Bank PCards	43.98	5710-71480-402450	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013	7	U.S. Bank PCards	53.35	5410-31210-402190	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013	7	U.S. Bank PCards	139.98	2510-21270-402190	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013	7	U.S. Bank PCards	84.42	1500-21700-402190	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013	7	U.S. Bank PCards	33.02	5610-71140-402290	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	4.78	0100-12200-408199	PCard Transaction Description: MEDICAL
03/08/2013	7	U.S. Bank PCards	50.00	1500-21150-402290	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	631.00	5410-31210-402925	PCard Transaction Description: WHOLESALE TRADE

03/08/2013	7	U.S. Bank PCards	186.00	5610-71150-403660	PCard Transaction Description: OFFICE SERVICES
03/08/2013	7	U.S. Bank PCards	1,671.70	1500-22250-402410	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	520.76	5120-84000-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	48.64	2110-31320-402630	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	148.34	1500-22210-403824	PCard Transaction Description: HOTELS
03/08/2013	7	U.S. Bank PCards	78.01	2600-55120-403450	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	60.00	0100-12200-408199	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	60.00	0100-12200-408199	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	60.00	0100-12200-408199	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	60.00	0100-12200-408199	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	60.00	0100-12200-408199	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	60.00	0100-12200-408199	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	550.00	0100-12200-408199	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	550.00	0100-12200-408199	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	77.50	5610-71150-402290	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	1,568.00	5710-71410-402925	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	101.42	5710-71410-402925	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	4.98	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	11.88	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	23.98	5710-71470-402450	PCard Transaction Description: WHOLESALE TRADE

03/08/2013	7	U.S. Bank PCards	209.86	5710-71430-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	50.88	2110-31320-402420	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	67.96	6500-15670-402340	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	80.53	6500-15660-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	271.84	6500-15670-402340	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	41.96	6500-15670-402340	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	22.97	6500-15660-402360	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	221.73	2110-31320-402320	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	50.22	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	109.42	5410-31230-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	22.74	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	115.24	0100-51120-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	65.97	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	16.32	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	154.07	5410-31230-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	27.94	5410-31230-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	-59.92	5410-31230-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	71.85	5410-31230-402450	PCard Transaction Description: WHOLESALE TRADE

03/08/2013	7	U.S. Bank PCards	24.47	5410-31220-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	49.80	5410-31230-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	3.99	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	23.12	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	73.94	1500-21200-402120	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	60.59	1500-21500-402271	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	196.94	2110-31320-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	119.94	5610-71120-402410	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	95.00	5610-71130-402410	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	99.12	8730-51990-402410	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	780.39	8730-51990-402410	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	1,271.44	5610-00000-141000	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	45.00	1500-21150-402975	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	10.99	5710-71470-402450	PCard Transaction Description: MEDICAL
03/08/2013	7	U.S. Bank PCards	4.19	5710-71470-402450	PCard Transaction Description: MEDICAL
03/08/2013	7	U.S. Bank PCards	12.99	5710-71470-402450	PCard Transaction Description: MEDICAL
03/08/2013	7	U.S. Bank PCards	106.99	5610-71150-402260	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	65.00	2400-43010-403350	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	65.00	2400-43010-403350	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	35.00	2400-43010-403350	PCard Transaction Description: BUSINESS EXPENS

03/08/2013 7	U.S. Bank PCards	65.00	2400-43010-403350	PCard Transaction Description: BUSINESS EXPENS
03/08/2013 7	U.S. Bank PCards	65.00	2400-43010-403824	PCard Transaction Description: BUSINESS EXPENS
03/08/2013 7	U.S. Bank PCards	55.00	0100-17500-403820	PCard Transaction Description: BUSINESS EXPENS
03/08/2013 7	U.S. Bank PCards	40.00	0100-17500-403820	PCard Transaction Description: BUSINESS EXPENS
03/08/2013 7	U.S. Bank PCards	531.50	0100-16110-403220	PCard Transaction Description: OFFICE SERVICES
03/08/2013 7	U.S. Bank PCards	24.95	1500-21120-403590	PCard Transaction Description: OTHER TRAVEL
03/08/2013 7	U.S. Bank PCards	24.95	1500-21400-403822	PCard Transaction Description: OTHER TRAVEL
03/08/2013 7	U.S. Bank PCards	24.95	2510-21270-403822	PCard Transaction Description: OTHER TRAVEL
03/08/2013 7	U.S. Bank PCards	57.54	5610-71120-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013 7	U.S. Bank PCards	43.90	5610-71120-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013 7	U.S. Bank PCards	58.00	5610-71120-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013 7	U.S. Bank PCards	92.00	2110-31320-402380	PCard Transaction Description: WHOLESALE TRADE
03/08/2013 7	U.S. Bank PCards	430.90	5610-71130-402260	PCard Transaction Description: OTHER
03/08/2013 7	U.S. Bank PCards	160.45	5610-71130-402260	PCard Transaction Description: OTHER
03/08/2013 7	U.S. Bank PCards	365.00	5410-31220-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013 7	U.S. Bank PCards	109.99	0100-51140-402260	PCard Transaction Description: OTHER
03/08/2013 7	U.S. Bank PCards	57.03	0100-15120-403210	PCard Transaction Description: OTHER
03/08/2013 7	U.S. Bank PCards	54.08	1500-21110-403110	PCard Transaction Description: OTHER
03/08/2013 7	U.S. Bank PCards	17.19	5120-84000-402360	PCard Transaction Description: OTHER
03/08/2013 7	U.S. Bank PCards	230.17	5020-75000-402330	PCard Transaction Description: OTHER
03/08/2013 7	U.S. Bank PCards	15.00	5610-71150-402290	PCard Transaction Description: MEDICAL
03/08/2013 7	U.S. Bank PCards	15.00	0100-51210-403665	PCard Transaction Description: OFFICE SUPPLIES

03/08/2013	7	U.S. Bank PCards	27.66	0100-13130-403360	PCard Transaction Description: EATING/DRINKING
03/08/2013	7	U.S. Bank PCards	749.00	5610-71130-402320	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	413.65	5610-71130-402320	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	37.69	2600-55110-403360	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	19.73	5610-71130-402370	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	60.91	0100-51120-402330	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	266.57	2110-31320-402420	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	7.62	5610-71130-402370	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	23.20	5610-71130-402370	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	15.60	0100-51120-402290	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	207.79	5410-31230-402410	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	99.99	5410-31230-402630	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	38.91	5410-31230-402290	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	189.05	5410-31230-402290	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	90.00	5610-71150-403660	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	1.50	0100-12200-408199	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	54.60	0100-12200-408199	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	146.85	1500-21720-402290	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	92.50	5410-31230-402630	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	12.99	2510-21870-402190	PCard Transaction Description: OTHER

03/08/2013	7	U.S. Bank PCards	112.00	1500-21400-403822	PCard Transaction Description: EATING/DRINKING
03/08/2013	7	U.S. Bank PCards	113.63	0100-51120-402330	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	64.66	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	82.74	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	88.67	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	21.68	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	67.77	0100-51120-402410	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	74.30	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	165.99	5610-71130-402370	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	112.22	5610-71130-402370	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	60.00	5610-71100-403824	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	35.00	0100-12200-408199	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	97.00	6500-15650-403450	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013	7	U.S. Bank PCards	97.00	6500-15650-403450	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013	7	U.S. Bank PCards	84.98	5610-71150-402260	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	39.98	2090-44510-403822	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	10.00	2600-55160-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	42.58	5710-71480-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	146.70	5710-71430-402260	PCard Transaction Description: WHOLESALE TRADE

03/08/2013	7	U.S. Bank PCards	455.62	5710-71430-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	83.61	5710-71430-403660	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	266.95	5710-71440-402260	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	126.57	6500-15660-403660	PCard Transaction Description: BUILDING SERVIC
03/08/2013	7	U.S. Bank PCards	135.31	6500-15660-403660	PCard Transaction Description: BUILDING SERVIC
03/08/2013	7	U.S. Bank PCards	150.75	6500-15670-403690	PCard Transaction Description: BUILDING SERVIC
03/08/2013	7	U.S. Bank PCards	230.88	5020-74000-402360	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	438.50	5020-74000-402360	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	45.00	2600-55110-403822	PCard Transaction Description: MAIL/TELEPHONE
03/08/2013	7	U.S. Bank PCards	898.70	1500-21200-402610	PCard Transaction Description: MRO SUPPLIES
03/08/2013	7	U.S. Bank PCards	139.80	1500-21500-402271	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	415.00	5610-71140-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	277.50	1500-22250-402410	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	31.30	2400-43010-403720	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	75.00	1500-22230-403350	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	33.00	0100-12200-408199	PCard Transaction Description: MEDICAL
03/08/2013	7	U.S. Bank PCards	-23.99	6600-31100-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	-7.98	5710-71410-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	26.42	5710-71410-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	26.98	5410-31210-402190	PCard Transaction Description: WHOLESALE TRADE

03/08/2013	7	U.S. Bank PCards	35.90	5410-31210-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	53.97	6010-15500-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	387.97	6010-15500-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	23.96	6010-15500-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	31.17	6010-15500-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	26.98	0100-16110-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	262.94	0100-16110-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	393.16	5610-71100-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	37.89	5610-71150-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	20.61	5610-71100-403210	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	2.58	5610-71100-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	450.12	2600-55130-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	162.12	2400-43010-402120	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	162.12	2400-43010-402120	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	218.97	2400-43010-402120	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	80.73	0100-17500-402110	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	139.98	0100-13130-402110	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	54.34	0100-17500-402110	PCard Transaction Description: WHOLESALE TRADE

03/08/2013	7	U.S. Bank PCards	216.23	5020-74000-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	216.23	5020-74000-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	217.44	5120-84000-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	84.26	5020-73110-403630	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	56.17	5120-83110-403630	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	591.00	5120-84000-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	8.69	5020-75000-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	5.80	5120-85000-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	5.59	5210-15210-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	204.95	5210-15930-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	22.57	5210-15930-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	24.99	0100-43210-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	83.80	2980-65010-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	113.98	2980-65010-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	70.47	6700-31410-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	269.20	6050-15160-402160	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	71.80	6050-15160-402160	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	263.20	6050-15160-402160	PCard Transaction Description: WHOLESALE TRADE

03/08/2013	7	U.S. Bank PCards	1,458.89	0100-15120-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	73.80	0100-12200-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	256.30	6050-15160-402160	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	11.24	6600-31100-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	89.99	6600-31100-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	25.89	6600-31100-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	1,267.18	0100-12200-408199	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	1,984.00	0100-12200-408199	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	654.18	0100-12200-408199	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	506.97	1500-21200-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	26.52	1500-21500-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	53.97	1500-21150-402285	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	46.73	1500-21200-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	690.17	1500-21500-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	2,366.25	2510-21270-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	790.57	1500-21500-402925	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	87.23	1500-21200-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	697.70	1500-21500-402190	PCard Transaction Description: WHOLESALE TRADE

03/08/2013	7	U.S. Bank PCards	790.75	2510-21270-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	77.52	6200-19110-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	17.66	6200-19130-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	440.60	6200-19110-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	35.47	2090-44510-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	28.30	2090-44510-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	13.38	2090-44510-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	10.99	2090-44510-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	71.98	2090-44510-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	21.77	0100-51100-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	633.34	0100-51210-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	36.87	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	36.87	0100-51210-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	29.00	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	29.00	0100-51210-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	347.94	0100-51120-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	33.24	0100-51210-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	33.23	0100-51100-402190	PCard Transaction Description: WHOLESALE TRADE

03/08/2013 7	U.S. Bank PCards	34.24	0100-51120-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013 7	U.S. Bank PCards	36.46	2400-43010-403720	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013 7	U.S. Bank PCards	51.88	6500-15660-402240	PCard Transaction Description: WHOLESALE TRADE
03/08/2013 7	U.S. Bank PCards	278.33	6500-15670-402240	PCard Transaction Description: WHOLESALE TRADE
03/08/2013 7	U.S. Bank PCards	95.00	1500-21110-403170	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013 7	U.S. Bank PCards	61.59	1500-21200-402631	PCard Transaction Description: HOTELS
03/08/2013 7	U.S. Bank PCards	7.50	2510-21270-402190	PCard Transaction Description: OFFICE SERVICES
03/08/2013 7	U.S. Bank PCards	2.49	1500-22260-402320	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013 7	U.S. Bank PCards	325.00	5610-71140-402290	PCard Transaction Description: BUSINESS EXPENS
03/08/2013 7	U.S. Bank PCards	41.48	1500-21120-402290	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013 7	U.S. Bank PCards	1,281.42	2960-66110-407275	PCard Transaction Description: BUSINESS EXPENS
03/08/2013 7	U.S. Bank PCards	114.95	1500-21720-402290	PCard Transaction Description: MAIL/TELEPHONE
03/08/2013 7	U.S. Bank PCards	79.41	5610-71150-402260	PCard Transaction Description: MAIL/TELEPHONE
03/08/2013 7	U.S. Bank PCards	44.78	1500-21500-402271	PCard Transaction Description: MAIL/TELEPHONE
03/08/2013 7	U.S. Bank PCards	89.58	1500-21500-402271	PCard Transaction Description: MAIL/TELEPHONE
03/08/2013 7	U.S. Bank PCards	39.14	6500-15660-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013 7	U.S. Bank PCards	281.11	5120-84000-402410	PCard Transaction Description: MAIL/TELEPHONE
03/08/2013 7	U.S. Bank PCards	573.64	5210-15950-402450	PCard Transaction Description: OFFICE SERVICES
03/08/2013 7	U.S. Bank PCards	253.91	0100-51140-402410	PCard Transaction Description: MAIL/TELEPHONE

03/08/2013	7	U.S. Bank PCards	495.00	2400-43010-403824	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	210.00	2400-43010-403824	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	76.95	2400-43010-403824	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	20.64	0100-16110-402190	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	115.40	0100-12200-408199	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	140.00	0100-12200-408199	PCard Transaction Description: EATING/DRINKING
03/08/2013	7	U.S. Bank PCards	442.44	2110-31320-402630	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	205.06	5210-15230-402320	PCard Transaction Description: BUILDING SERVIC
03/08/2013	7	U.S. Bank PCards	202.98	1500-21120-402260	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	74.83	2400-43010-403720	PCard Transaction Description: HOTELS
03/08/2013	7	U.S. Bank PCards	394.00	2110-31320-403824	PCard Transaction Description: HOTELS
03/08/2013	7	U.S. Bank PCards	197.00	5020-74000-403820	PCard Transaction Description: HOTELS
03/08/2013	7	U.S. Bank PCards	197.00	5120-84000-403820	PCard Transaction Description: HOTELS
03/08/2013	7	U.S. Bank PCards	394.00	5410-31230-403822	PCard Transaction Description: HOTELS
03/08/2013	7	U.S. Bank PCards	5.99	1500-21110-401170	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	28.00	2600-55130-402190	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	227.21	1500-21500-402271	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	500.00	2510-21270-403822	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	500.00	1500-21400-403822	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	109.99	5610-71140-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	35.00	0100-12200-408199	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	150.60	5710-71430-402450	PCard Transaction Description: BUILDING SERVIC

03/08/2013	7	U.S. Bank PCards	45.15	1500-21700-403824	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	132.68	2600-55110-403822	PCard Transaction Description: HOTELS
03/08/2013	7	U.S. Bank PCards	850.00	1500-22230-403824	PCard Transaction Description: OFFICE SERVICES
03/08/2013	7	U.S. Bank PCards	45.87	1500-21200-402120	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	997.60	1500-21400-403822	PCard Transaction Description: HOTELS
03/08/2013	7	U.S. Bank PCards	-148.48	1500-21400-403822	PCard Transaction Description: HOTELS
03/08/2013	7	U.S. Bank PCards	142.00	6500-15670-402240	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	400.50	6500-15660-402240	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	606.35	2600-55120-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	34.55	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	504.05	1500-21720-403824	PCard Transaction Description: HOTELS
03/08/2013	7	U.S. Bank PCards	699.00	6500-15660-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	59.45	0100-13130-402110	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013	7	U.S. Bank PCards	288.00	1500-22260-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	554.20	5610-71120-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	236.80	5610-71130-402310	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	1,686.00	5610-71190-402450	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	487.78	1500-21200-402610	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	348.69	5610-71150-402220	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	695.01	5610-71150-402220	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	2,010.89	5610-71150-402220	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	-167.94	2510-21270-403822	PCard Transaction Description: HOTELS

03/08/2013	7	U.S. Bank PCards	167.94	2510-21270-403822	PCard Transaction Description: HOTELS
03/08/2013	7	U.S. Bank PCards	99.68	2510-21270-403822	PCard Transaction Description: HOTELS
03/08/2013	7	U.S. Bank PCards	99.68	2510-21270-403822	PCard Transaction Description: HOTELS
03/08/2013	7	U.S. Bank PCards	167.94	2510-21270-403822	PCard Transaction Description: HOTELS
03/08/2013	7	U.S. Bank PCards	397.00	0100-17500-403820	PCard Transaction Description: MRO SUPPLIES
03/08/2013	7	U.S. Bank PCards	404.56	5610-71100-403824	PCard Transaction Description: HOTELS
03/08/2013	7	U.S. Bank PCards	252.91	5610-71100-403824	PCard Transaction Description: HOTELS
03/08/2013	7	U.S. Bank PCards	87.60	1500-21200-402120	PCard Transaction Description: EATING/DRINKING
03/08/2013	7	U.S. Bank PCards	127.00	5610-71130-402320	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	24.95	2600-55190-403225	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	168.00	2090-44510-403824	PCard Transaction Description: HOTELS
03/08/2013	7	U.S. Bank PCards	168.00	2090-44510-403822	PCard Transaction Description: HOTELS
03/08/2013	7	U.S. Bank PCards	168.00	2090-44510-403822	PCard Transaction Description: HOTELS
03/08/2013	7	U.S. Bank PCards	221.76	2090-44510-403822	PCard Transaction Description: HOTELS
03/08/2013	7	U.S. Bank PCards	47.04	2090-44510-403822	PCard Transaction Description: HOTELS
03/08/2013	7	U.S. Bank PCards	47.04	2090-44510-403822	PCard Transaction Description: HOTELS
03/08/2013	7	U.S. Bank PCards	47.04	2090-44510-403822	PCard Transaction Description: HOTELS
03/08/2013	7	U.S. Bank PCards	47.04	2090-44510-403824	PCard Transaction Description: HOTELS
03/08/2013	7	U.S. Bank PCards	610.00	5610-71150-402290	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	104.81	5610-71150-402220	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	88.07	2600-55120-402240	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	99.00	1500-21400-403822	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	99.00	1500-21400-403822	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	99.00	1500-21400-403822	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	99.00	1500-21400-403822	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	-176.07	5020-73110-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	-117.37	5120-83110-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	46.00	1500-21200-402120	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	220.00	2600-55110-403824	PCard Transaction Description: HOTELS

03/08/2013 7	U.S. Bank PCards	728.19	6010-15520-402120	PCard Transaction Description: WHOLESALE TRADE
03/08/2013 7	U.S. Bank PCards	47.00	0100-51120-402390	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013 7	U.S. Bank PCards	201.86	6500-15670-403690	PCard Transaction Description: WHOLESALE TRADE
03/08/2013 7	U.S. Bank PCards	1,103.10	0100-51120-402330	PCard Transaction Description: OTHER
03/08/2013 7	U.S. Bank PCards	780.00	1500-21200-402260	PCard Transaction Description: OTHER
03/08/2013 7	U.S. Bank PCards	115.57	1500-21120-402290	PCard Transaction Description: OTHER
03/08/2013 7	U.S. Bank PCards	84.00	1500-21400-403822	PCard Transaction Description: HOTELS
03/08/2013 7	U.S. Bank PCards	318.00	6500-15670-403690	PCard Transaction Description: OFFICE SERVICES
03/08/2013 7	U.S. Bank PCards	129.99	5610-71140-402925	PCard Transaction Description: OTHER
03/08/2013 7	U.S. Bank PCards	8.99	1500-21200-402610	PCard Transaction Description: OTHER
03/08/2013 7	U.S. Bank PCards	402.97	2510-21270-402190	PCard Transaction Description: OTHER
03/08/2013 7	U.S. Bank PCards	129.98	5610-71100-402925	PCard Transaction Description: OTHER
03/08/2013 7	U.S. Bank PCards	44.99	2110-31320-402430	PCard Transaction Description: OTHER
03/08/2013 7	U.S. Bank PCards	322.37	5610-71130-403653	PCard Transaction Description: WHOLESALE TRADE
03/08/2013 7	U.S. Bank PCards	89.81	1500-21700-403824	PCard Transaction Description: HOTELS
03/08/2013 7	U.S. Bank PCards	368.73	2600-55190-403382	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013 7	U.S. Bank PCards	266.22	2810-65810-403822	PCard Transaction Description: HOTELS
03/08/2013 7	U.S. Bank PCards	195.00	6050-15160-403690	PCard Transaction Description: WHOLESALE TRADE
03/08/2013 7	U.S. Bank PCards	27.94	2600-55190-403226	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013 7	U.S. Bank PCards	10.19	2600-55190-403255	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013 7	U.S. Bank PCards	62.86	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013 7	U.S. Bank PCards	6.99	2600-55190-403227	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013 7	U.S. Bank PCards	19.95	2600-55190-403227	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013 7	U.S. Bank PCards	1,024.58	5410-31220-402310	PCard Transaction Description: WHOLESALE TRADE

03/08/2013 7	U.S. Bank PCards	114.05	0100-51120-402310	PCard Transaction Description: WHOLESALE TRADE
03/08/2013 7	U.S. Bank PCards	242.26	6500-15660-402450	PCard Transaction Description: BUILDING SERVIC
03/08/2013 7	U.S. Bank PCards	108.00	6500-15670-403690	PCard Transaction Description: BUILDING SERVIC
03/08/2013 7	U.S. Bank PCards	227.94	6500-15670-403690	PCard Transaction Description: BUILDING SERVIC
03/08/2013 7	U.S. Bank PCards	1,060.00	5210-15920-402450	PCard Transaction Description: BUILDING SERVIC
03/08/2013 7	U.S. Bank PCards	277.62	5210-15920-402450	PCard Transaction Description: BUILDING SERVIC
03/08/2013 7	U.S. Bank PCards	144.00	5210-15930-403630	PCard Transaction Description: BUILDING SERVIC
03/08/2013 7	U.S. Bank PCards	438.16	5210-15930-402450	PCard Transaction Description: BUILDING SERVIC
03/08/2013 7	U.S. Bank PCards	749.58	6500-15670-403690	PCard Transaction Description: BUILDING SERVIC
03/08/2013 7	U.S. Bank PCards	308.90	6500-15660-402450	PCard Transaction Description: BUILDING SERVIC
03/08/2013 7	U.S. Bank PCards	541.10	6500-15660-403670	PCard Transaction Description: BUILDING SERVIC
03/08/2013 7	U.S. Bank PCards	595.00	6500-15670-403690	PCard Transaction Description: BUILDING SERVIC
03/08/2013 7	U.S. Bank PCards	85.00	6500-15660-402450	PCard Transaction Description: BUILDING SERVIC
03/08/2013 7	U.S. Bank PCards	144.00	5610-71130-402450	PCard Transaction Description: BUILDING SERVIC
03/08/2013 7	U.S. Bank PCards	1,120.00	5610-71130-402390	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013 7	U.S. Bank PCards	62.50	5610-71130-402390	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013 7	U.S. Bank PCards	26.00	5610-71150-402260	PCard Transaction Description: OTHER
03/08/2013 7	U.S. Bank PCards	74.50	1500-21110-401170	PCard Transaction Description: OTHER
03/08/2013 7	U.S. Bank PCards	23.50	1500-21120-402290	PCard Transaction Description: OTHER
03/08/2013 7	U.S. Bank PCards	84.89	5610-71130-402320	PCard Transaction Description: WHOLESALE TRADE

03/08/2013	7	U.S. Bank PCards	958.90	5410-31210-402260	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	434.60	5410-31230-402260	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	72.00	2600-55120-402260	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	72.00	2600-55120-402260	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	885.20	2110-31320-402260	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	47.00	6500-15670-403690	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	402.65	6500-15660-402450	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	599.70	6500-15670-403690	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	307.41	6010-15530-402260	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	314.01	6010-15530-402260	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	40.30	0100-51270-402450	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	335.60	5610-71120-402450	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	8.66	0100-51120-402330	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	100.00	6500-15660-402450	PCard Transaction Description: BUILDING SERVIC
03/08/2013	7	U.S. Bank PCards	100.00	6500-15660-402450	PCard Transaction Description: BUILDING SERVIC
03/08/2013	7	U.S. Bank PCards	300.00	5210-15930-402190	PCard Transaction Description: BUILDING SERVIC
03/08/2013	7	U.S. Bank PCards	-47.38	5610-71130-402410	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	137.50	5610-71130-403660	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	200.00	5610-71130-403653	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	572.33	6500-15660-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	122.96	6500-15670-402240	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	97.59	6500-15660-402240	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	125.66	6500-15660-402240	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	391.70	6500-15670-402240	PCard Transaction Description: WHOLESALE TRADE

03/08/2013	7	U.S. Bank PCards	472.75	6500-15670-402240	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	166.76	6500-15660-402240	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	42.38	5210-15920-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	97.20	5610-71120-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	143.74	5710-71430-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	49.55	5610-71130-402320	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	66.00	0100-51420-402260	PCard Transaction Description: OFFICE SERVICES
03/08/2013	7	U.S. Bank PCards	419.00	1500-21120-402261	PCard Transaction Description: OFFICE SERVICES
03/08/2013	7	U.S. Bank PCards	107.00	1500-21500-402190	PCard Transaction Description: OFFICE SERVICES
03/08/2013	7	U.S. Bank PCards	20.50	1500-21120-402290	PCard Transaction Description: OFFICE SERVICES
03/08/2013	7	U.S. Bank PCards	1,387.00	1500-21200-402120	PCard Transaction Description: OFFICE SERVICES
03/08/2013	7	U.S. Bank PCards	60.00	1500-21200-402260	PCard Transaction Description: OFFICE SERVICES
03/08/2013	7	U.S. Bank PCards	105.50	1500-21500-402190	PCard Transaction Description: OFFICE SERVICES
03/08/2013	7	U.S. Bank PCards	8.00	1500-21120-402260	PCard Transaction Description: OFFICE SERVICES
03/08/2013	7	U.S. Bank PCards	160.34	5610-71120-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	624.31	2600-55170-402120	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	-76.50	2600-55170-402120	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	9.00	6500-15650-402310	PCard Transaction Description: VEHICLE EXPENSE

03/08/2013 7	U.S. Bank PCards	137.27	1500-21500-403210	PCard Transaction Description: OFFICE SERVICES
03/08/2013 7	U.S. Bank PCards	149.00	5410-31230-402320	PCard Transaction Description: OTHER
03/08/2013 7	U.S. Bank PCards	19.89	2110-31320-402320	PCard Transaction Description: WHOLESALE TRADE
03/08/2013 7	U.S. Bank PCards	19.61	2110-31320-402320	PCard Transaction Description: WHOLESALE TRADE
03/08/2013 7	U.S. Bank PCards	126.89	5410-31220-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013 7	U.S. Bank PCards	13.22	5410-31220-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013 7	U.S. Bank PCards	169.44	5610-71120-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013 7	U.S. Bank PCards	751.56	5610-71120-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013 7	U.S. Bank PCards	45.94	2650-67720-402290	PCard Transaction Description: OTHER
03/08/2013 7	U.S. Bank PCards	150.00	5610-71100-403390	PCard Transaction Description: MRO SUPPLIES
03/08/2013 7	U.S. Bank PCards	189.00	5410-31210-403350	PCard Transaction Description: BUSINESS EXPENS
03/08/2013 7	U.S. Bank PCards	87.48	6500-15660-402360	PCard Transaction Description: WHOLESALE TRADE
03/08/2013 7	U.S. Bank PCards	96.15	6500-15660-402360	PCard Transaction Description: WHOLESALE TRADE
03/08/2013 7	U.S. Bank PCards	40.00	2110-31320-402320	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013 7	U.S. Bank PCards	190.00	1500-21110-403170	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013 7	U.S. Bank PCards	95.00	1500-21110-403170	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013 7	U.S. Bank PCards	414.28	6500-15660-402240	PCard Transaction Description: WHOLESALE TRADE
03/08/2013 7	U.S. Bank PCards	290.01	2600-55120-402240	PCard Transaction Description: WHOLESALE TRADE
03/08/2013 7	U.S. Bank PCards	435.00	2600-55120-402120	PCard Transaction Description: WHOLESALE TRADE

03/08/2013	7	U.S. Bank PCards	187.89	0100-51270-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	70.78	5710-71480-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	150.66	2110-31320-402320	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	72.10	5610-71190-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	84.10	5610-71190-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	42.65	5610-71190-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	149.00	0100-13130-403824	PCard Transaction Description: OFFICE SERVICES
03/08/2013	7	U.S. Bank PCards	1,734.10	5610-71130-403655	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	720.00	4060-71190-409290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	67.29	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	649.87	5410-31230-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	58.44	5610-71120-402240	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	62.04	5610-71120-402240	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	376.21	5610-71120-402240	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	42.66	5210-15910-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	42.66	5210-15920-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	42.66	5210-15930-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	42.66	5210-15240-403690	PCard Transaction Description: WHOLESALE TRADE

03/08/2013	7	U.S. Bank PCards	57.29	5210-15910-403650	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	57.29	5210-15920-403650	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	57.32	5210-15930-403650	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	27.59	5210-15230-402120	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	1.49	5210-15910-403650	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	-31.50	5410-31230-403660	PCard Transaction Description: OFFICE SERVICES
03/08/2013	7	U.S. Bank PCards	31.50	5410-31230-403660	PCard Transaction Description: OFFICE SERVICES
03/08/2013	7	U.S. Bank PCards	31.50	5410-31230-403660	PCard Transaction Description: OFFICE SERVICES
03/08/2013	7	U.S. Bank PCards	144.00	0100-51290-403990	PCard Transaction Description: OFFICE SERVICES
03/08/2013	7	U.S. Bank PCards	68.50	2600-55120-403660	PCard Transaction Description: OFFICE SERVICES
03/08/2013	7	U.S. Bank PCards	360.00	6500-15660-402450	PCard Transaction Description: OFFICE SERVICES
03/08/2013	7	U.S. Bank PCards	12.50	6500-15670-403690	PCard Transaction Description: OFFICE SERVICES
03/08/2013	7	U.S. Bank PCards	63.00	6500-15660-402450	PCard Transaction Description: OFFICE SERVICES
03/08/2013	7	U.S. Bank PCards	470.00	6500-15660-402450	PCard Transaction Description: OFFICE SERVICES
03/08/2013	7	U.S. Bank PCards	17.60	6600-31100-403660	PCard Transaction Description: OFFICE SERVICES
03/08/2013	7	U.S. Bank PCards	26.40	6700-31410-403660	PCard Transaction Description: OFFICE SERVICES
03/08/2013	7	U.S. Bank PCards	63.00	1500-21110-403574	PCard Transaction Description: OFFICE SERVICES
03/08/2013	7	U.S. Bank PCards	161.12	5610-71130-402320	PCard Transaction Description: WHOLESALE TRADE

03/08/2013	7	U.S. Bank PCards	1,272.27	5610-71130-402320	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	40.00	5610-71130-402410	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	9.20	5710-71430-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	-393.06	0100-51120-402330	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	393.06	0100-51120-402330	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	393.06	0100-51120-402330	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	7.13	0100-51420-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	68.71	5610-71130-403650	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	94.42	5610-71130-403650	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	822.41	0100-51120-402330	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	430.00	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	46.74	0100-51120-402330	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	613.00	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	121.72	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	169.38	5610-71130-402320	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	21.01	2110-31320-402320	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	-16.50	5410-31220-402320	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	65.74	5410-31220-402320	PCard Transaction Description: VEHICLE EXPENSE

03/08/2013	7	U.S. Bank PCards	10.68	0100-51120-402330	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	29.49	5610-71130-402320	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	212.98	5610-71120-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	1,154.23	5610-71170-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	87.92	2110-31320-402320	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	57.30	0100-51120-402330	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	27.50	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	56.13	2110-31320-402320	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	268.36	5610-71130-403650	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	159.69	5410-31230-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	225.11	5410-31230-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	30.60	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	13.84	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	54.79	2110-31320-402320	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	587.50	8730-51990-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	770.00	5210-15920-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	36.00	5610-71150-402310	PCard Transaction Description: MRO SUPPLIES
03/08/2013	7	U.S. Bank PCards	39.99	1500-22260-402450	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	54.99	2110-31320-402320	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	12.50	2110-31320-402320	PCard Transaction Description: OTHER

03/08/2013	7	U.S. Bank PCards	361.00	2110-31320-402320	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	344.81	2110-31320-402320	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	276.79	8400-31840-402290	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	133.51	5020-77000-402190	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	133.50	5120-87000-402280	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	254.19	8400-31840-402290	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	43.98	5210-15910-402260	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	7.98	0100-51270-402450	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	29.99	5410-31220-402290	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	249.98	0100-51120-402410	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	429.98	0100-51120-402120	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	279.99	0100-51120-402120	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	159.96	5610-71130-402410	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	59.97	2110-31320-402920	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	11.93	0100-51140-402290	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	138.98	0100-51140-402260	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	109.96	5410-31220-402290	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	34.99	2110-31320-402920	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	779.98	0100-51120-402410	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	1,129.91	5410-31230-402290	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	858.40	5410-31230-402320	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	63.99	5410-31220-408199	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	99.00	1500-21700-403824	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	31.90	1500-21700-403824	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	946.95	1500-21710-402220	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	1,520.47	5610-71120-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	212.93	5610-71120-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	8.48	6600-31100-402230	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	19.99	6600-31100-402190	PCard Transaction Description: WHOLESALE TRADE

03/08/2013	7	U.S. Bank PCards	51.18	0100-51420-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	2,316.15	5610-71130-405333	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	-1,191.50	5610-71130-405333	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	952.10	5610-71130-405333	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	15.99	5020-74000-402450	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	32.99	2110-31320-402290	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	35.98	5210-15230-402120	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	51.96	0100-51120-402330	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	482.10	5610-71130-402320	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	34.13	8730-51990-402290	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	13.96	0100-51120-402290	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	6.39	0100-51120-402320	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	11.55	0100-51120-402330	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	450.00	0100-51120-403650	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	1,930.00	5610-71170-402450	PCard Transaction Description: BUILDING SERVIC
03/08/2013	7	U.S. Bank PCards	200.00	5610-71120-402450	PCard Transaction Description: BUILDING SERVIC
03/08/2013	7	U.S. Bank PCards	12.80	0100-51420-402330	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	23.48	0100-51420-402330	PCard Transaction Description: WHOLESALE TRADE

03/08/2013	7	U.S. Bank PCards	595.99	5210-15230-402320	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	21.57	0100-51120-402330	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	33.60	2110-31320-403410	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	181.83	8720-51980-403410	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	297.47	8720-51980-403410	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	117.84	8720-51980-403410	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	19.00	8720-51980-403410	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	380.78	2110-31320-404310	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	57.00	5610-71150-402260	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	247.41	5610-71120-402240	PCard Transaction Description: BUILDING SERVIC
03/08/2013	7	U.S. Bank PCards	355.79	5610-71120-402240	PCard Transaction Description: BUILDING SERVIC
03/08/2013	7	U.S. Bank PCards	413.35	5610-71120-402240	PCard Transaction Description: BUILDING SERVIC
03/08/2013	7	U.S. Bank PCards	59.88	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	48.47	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	76.25	5410-31220-402410	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	169.97	5410-31230-402410	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	25.54	0100-51120-402410	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	3.98	5210-15230-402120	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	38.93	5610-71120-402450	PCard Transaction Description: WHOLESALE TRADE

03/08/2013	7	U.S. Bank PCards	19.99	5610-71130-402410	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	-19.99	5610-71130-402410	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	8.98	5610-71130-402410	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	6.99	5410-31220-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	14.99	5020-74000-402410	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	450.00	6700-31410-403823	PCard Transaction Description: OFFICE SERVICES
03/08/2013	7	U.S. Bank PCards	285.48	5610-71130-403653	PCard Transaction Description: OFFICE SERVICES
03/08/2013	7	U.S. Bank PCards	85.00	5610-71100-403390	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	98.00	6600-31100-403350	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	629.05	5610-71170-402450	PCard Transaction Description: MRO SUPPLIES
03/08/2013	7	U.S. Bank PCards	538.10	2510-21270-403822	PCard Transaction Description: AIRLINE
03/08/2013	7	U.S. Bank PCards	427.10	2510-21270-403822	PCard Transaction Description: AIRLINE
03/08/2013	7	U.S. Bank PCards	432.10	2600-55110-403824	PCard Transaction Description: AIRLINE
03/08/2013	7	U.S. Bank PCards	240.10	2250-22320-403822	PCard Transaction Description: AIRLINE
03/08/2013	7	U.S. Bank PCards	799.90	5120-85000-403820	PCard Transaction Description: AIRLINE
03/08/2013	7	U.S. Bank PCards	799.90	5120-85000-403820	PCard Transaction Description: AIRLINE
03/08/2013	7	U.S. Bank PCards	382.10	1500-21400-403822	PCard Transaction Description: AIRLINE
03/08/2013	7	U.S. Bank PCards	280.10	2510-21270-403822	PCard Transaction Description: AIRLINE
03/08/2013	7	U.S. Bank PCards	18.60	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	34.87	0100-51120-402260	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	10.94	5710-71440-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	10.94	5710-71470-402450	PCard Transaction Description: WHOLESALE TRADE

03/08/2013	7	U.S. Bank PCards	15.02	5710-71410-403920	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	-1,398.00	5610-71130-403650	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	23.11	5710-71430-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	56.91	0100-51120-402260	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	5.88	5610-71120-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	227.79	5610-71120-402450	PCard Transaction Description: MAIL/TELEPHONE
03/08/2013	7	U.S. Bank PCards	168.57	5610-71190-402450	PCard Transaction Description: MAIL/TELEPHONE
03/08/2013	7	U.S. Bank PCards	23.74	6060-19310-402122	PCard Transaction Description: MAIL/TELEPHONE
03/08/2013	7	U.S. Bank PCards	91.45	6200-19110-402290	PCard Transaction Description: MAIL/TELEPHONE
03/08/2013	7	U.S. Bank PCards	85.00	1500-21150-402285	PCard Transaction Description: EATING/DRINKING
03/08/2013	7	U.S. Bank PCards	560.00	5610-71130-402320	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	111.50	5610-71150-402440	PCard Transaction Description: OFFICE SERVICES
03/08/2013	7	U.S. Bank PCards	583.59	6500-15670-403690	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	240.00	5210-15930-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	133.62	5210-15910-403660	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	286.26	5210-15930-403660	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	414.87	5210-15920-403660	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	74.00	1500-21110-401170	PCard Transaction Description: EATING/DRINKING

03/08/2013	7	U.S. Bank PCards	488.09	1500-21120-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	548.30	0100-11000-403940	PCard Transaction Description: AIRLINE
03/08/2013	7	U.S. Bank PCards	548.30	2550-21420-403822	PCard Transaction Description: AIRLINE
03/08/2013	7	U.S. Bank PCards	240.10	1500-21120-403590	PCard Transaction Description: AIRLINE
03/08/2013	7	U.S. Bank PCards	240.10	6200-19120-403870	PCard Transaction Description: AIRLINE
03/08/2013	7	U.S. Bank PCards	260.10	1500-22210-403823	PCard Transaction Description: AIRLINE
03/08/2013	7	U.S. Bank PCards	540.10	2580-21280-403824	PCard Transaction Description: AIRLINE
03/08/2013	7	U.S. Bank PCards	540.10	2580-21280-403824	PCard Transaction Description: AIRLINE
03/08/2013	7	U.S. Bank PCards	540.10	2580-21280-403824	PCard Transaction Description: AIRLINE
03/08/2013	7	U.S. Bank PCards	540.10	2580-21280-403824	PCard Transaction Description: AIRLINE
03/08/2013	7	U.S. Bank PCards	298.30	2580-21280-403824	PCard Transaction Description: AIRLINE
03/08/2013	7	U.S. Bank PCards	213.80	2580-21280-403824	PCard Transaction Description: AIRLINE
03/08/2013	7	U.S. Bank PCards	638.21	1500-21400-402270	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	99.00	1500-22210-403824	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	335.00	6270-17520-403516	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	675.00	5120-84000-403820	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	675.00	5020-75000-403820	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	450.00	5120-85000-403820	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	8.10	0100-51120-402330	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	344.99	0100-51120-402320	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	689.98	0100-51120-402925	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	10.71	0100-51420-402330	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	13.98	2110-31320-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	54.93	0100-51120-402330	PCard Transaction Description: WHOLESALE TRADE

03/08/2013	7	U.S. Bank PCards	21.99	0100-51120-402330	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	14.97	0100-51120-402330	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	19.99	0100-51120-402330	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	55.98	0100-51120-402330	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	13.98	0100-51120-402330	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	55.92	0100-51120-402330	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	13.98	5210-15230-402460	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	5.99	5210-15220-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	50.93	5210-15230-402460	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	591.02	0100-51140-402410	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	47.99	0100-51140-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	-27.99	0100-51140-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	29.98	2600-55120-402360	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	8.96	0100-51420-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	14.99	0100-51420-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	21.48	5410-31220-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	17.99	5410-31220-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	21.02	5410-31230-402290	PCard Transaction Description: WHOLESALE TRADE

03/08/2013	7	U.S. Bank PCards	34.43	5410-31230-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	33.96	5410-31230-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	13.97	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	30.56	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	21.93	0100-51120-402330	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	54.98	0100-51120-403690	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	14.96	5410-31220-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	27.90	5410-31230-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	24.99	1500-21200-402120	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	4.80	0100-51120-402330	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	3.84	0100-51120-402330	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	7.47	5610-71120-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	33.98	5610-71120-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	173.52	0100-51120-402330	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	46.75	0100-51120-402330	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	154.13	0100-51120-402330	PCard Transaction Description: VEHICLE EXPENSE
03/08/2013	7	U.S. Bank PCards	9.99	6700-31410-402190	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	3.98	1500-21200-402610	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	38.85	0100-12200-408199	PCard Transaction Description: OTHER
03/08/2013	7	U.S. Bank PCards	1,199.74	5610-71120-402240	PCard Transaction Description: BUILDING SERVIC

03/08/2013	7	U.S. Bank PCards	41.97	5610-71100-403390	PCard Transaction Description: MRO SUPPLIES
03/08/2013	7	U.S. Bank PCards	160.00	2600-55120-403581	PCard Transaction Description: OFFICE SERVICES
03/08/2013	7	U.S. Bank PCards	431.05	2600-55130-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	55.70	1500-21700-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	111.35	0100-51120-403590	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	375.00	6500-15660-403660	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	1,151.25	6500-15660-402450	PCard Transaction Description: BUSINESS EXPENS
03/08/2013	7	U.S. Bank PCards	434.56	1500-22240-402120	PCard Transaction Description: MRO SUPPLIES
03/08/2013	7	U.S. Bank PCards	8.98	2600-55120-403420	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	2.19	6060-19310-402122	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	31.96	0100-12200-408199	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	20.88	1500-21150-402285	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	243.98	0100-16110-403240	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	107.94	0100-16110-403240	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	1,011.96	1500-21500-405333	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	586.95	1500-21500-405333	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	757.92	1500-21500-403630	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	477.94	1500-21500-403630	PCard Transaction Description: WHOLESALE TRADE

03/08/2013	7	U.S. Bank PCards	599.98	1500-21500-403630	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	1,059.96	1500-21500-402120	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	43.25	0100-51400-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	56.41	5610-71130-402410	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	149.00	0100-51120-402410	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	-699.00	6500-15660-402450	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	179.00	5210-15910-402190	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	129.21	5610-71130-402410	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	13.97	1500-22260-402360	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	89.48	2400-43010-402120	PCard Transaction Description: MAIL/TELEPHONE
03/08/2013	7	U.S. Bank PCards	139.11	2980-65010-402190	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013	7	U.S. Bank PCards	159.98	2980-65010-402120	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013	7	U.S. Bank PCards	99.99	0100-51210-403665	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013	7	U.S. Bank PCards	17.25	0100-12200-408199	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013	7	U.S. Bank PCards	18.99	0100-51120-402190	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013	7	U.S. Bank PCards	67.91	2110-31320-402430	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013	7	U.S. Bank PCards	7.77	5710-71410-402190	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013	7	U.S. Bank PCards	64.95	0100-12200-402120	PCard Transaction Description: OFFICE SUPPLIES

03/08/2013	7	U.S. Bank PCards	49.58	1500-21500-402190	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013	7	U.S. Bank PCards	401.67	5410-31210-402190	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013	7	U.S. Bank PCards	18.47	5410-31210-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	2.39	0100-51120-402290	PCard Transaction Description: WHOLESALE TRADE
03/08/2013	7	U.S. Bank PCards	43.14	2600-55190-403382	PCard Transaction Description: OFFICE SERVICES
03/08/2013	7	U.S. Bank PCards	54.00	6700-31410-402190	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013	7	U.S. Bank PCards	12.15	2600-55190-403225	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013	7	U.S. Bank PCards	7.99	2600-55190-403226	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013	7	U.S. Bank PCards	26.94	2600-55190-403227	PCard Transaction Description: OFFICE SUPPLIES
03/08/2013	7	U.S. Bank PCards	49.82	2600-55190-403222	PCard Transaction Description: OFFICE SUPPLIES
03/11/2013	763864	Active Transportation Alternatives	5,667.00	2400-43010-403560	Alt Modes February 2013
03/11/2013	763867	Archie Cochrane	28.20	1500-21120-402320	5097018
03/11/2013	763867	Archie Cochrane	11.90	1500-21120-402320	5097058
03/11/2013	763867	Archie Cochrane	12,606.00	5030-75910-409440	UNIT 7417 - One (1) 2013 1/2 Ton mid-size extended cab 2WD pickup as per specs. Schedule VI. Ext color - Blue Jeans Metallic/Int color - Steel Gray cloth. Unit to be traded is #7480.
03/11/2013	763867	Archie Cochrane	8,404.00	5130-85910-409440	UNIT 7417 - One (1) 2013 1/2 Ton mid-size extended cab 2WD pickup as per specs. Schedule VI. Ext color - Blue Jeans Metallic/Int color - Steel Gray cloth. Unit to be traded is #7480.
03/11/2013	763867	Archie Cochrane	-4,200.00	5030-75910-409440	Trade In Unit #7480 - 2006 Ford Ranger Ext Cab Pickup

03/11/2013	763867	Archie Cochrane	-2,800.00	5130-85910-409440	Trade In Unit #7480 - 2006 Ford Ranger Ext Cab Pickup
03/11/2013	763867	Archie Cochrane	577.20	5710-71470-402320	AUTO &TRUCK MAINT.ITEMS
03/11/2013	763867	Archie Cochrane	164.72	5710-71470-402320	5096690
03/11/2013	763867	Archie Cochrane	644.97	1500-21120-402320	5096919
03/11/2013	763867	Archie Cochrane	33.90	0100-51120-402320	5097242
03/11/2013	763867	Archie Cochrane	120.64	2110-31320-402320	5097251
03/11/2013	763867	Archie Cochrane	-100.00	1500-21120-402320	5097292
03/11/2013	763867	Archie Cochrane	96.86	0100-51210-402320	5097363
03/11/2013	763867	Archie Cochrane	269.81	2110-31320-402320	5097542
03/11/2013	763868	Artcraft Printers Of Billings	2,696.00	2400-43010-407214	21371MP-IN
03/11/2013	763869	Associated Employers Of Montana	3,950.00	0100-17500-403560	AAP Plan Devlopment Inv. 13-61586
03/11/2013	763875	Big Sky Linen & Uniform	160.25	5610-71120-402240	February 2013 Statement. Airport Building Maintenance and Operations uniform cleaning. Mops/rags.
03/11/2013	763875	Big Sky Linen & Uniform	420.00	5610-71120-402260	February 2013 Statement. Airport Building Maintenance and Operations uniform cleaning. Mops/rags.
03/11/2013	763875	Big Sky Linen & Uniform	212.13	5610-71130-402260	February 2013 Statement. Airport Building Maintenance and Operations uniform cleaning. Mops/rags.
03/11/2013	763875	Big Sky Linen & Uniform	284.69	5020-73120-402260	Uniforms
03/11/2013	763875	Big Sky Linen & Uniform	44.59	5020-73140-402260	Uniforms
03/11/2013	763875	Big Sky Linen & Uniform	13.72	5120-83140-402260	Uniforms
03/11/2013	763875	Big Sky Linen & Uniform	394.50	5020-75000-402260	Uniforms
03/11/2013	763875	Big Sky Linen & Uniform	263.00	5120-85000-402260	Uniforms
03/11/2013	763875	Big Sky Linen & Uniform	565.00	5020-74000-402260	Uniforms

03/11/2013	763875	Big Sky Linen & Uniform	405.60	5120-84000-402260	Uniforms
03/11/2013	763879	Billings Depot Inc	5,295.87	6600-31100-405311	rent
03/11/2013	763879	Billings Depot Inc	7,943.80	6700-31410-405311	rent
03/11/2013	763880	Billings Symphony Society	5,119.00	7890-15140-407274	Grant 1642, 2nd payment, 45% of FY 12-13
03/11/2013	763882	Brenntag Pacific Inc	5,808.00	2110-31320-404720	Hicothaw used to melt snow on streets
03/11/2013	763882	Brenntag Pacific Inc	4,152.50	5120-84000-402220	Brennfloc/Polymer - WWTP chemicals
03/11/2013	763882	Brenntag Pacific Inc	6,068.98	2110-31320-404720	calcium chloride for deicing roads
03/11/2013	763885	Business Tax Section	380.00	5620-71200-409490	Invoice #One. 180 Ton Chiller Removal & Replacement
03/11/2013	763885	Business Tax Section	11,904.48	2030-15130-409224	Business Tax portion of Sletten contract for Empire Garage construction.
03/11/2013	763892	County Water District Of Billings Heights	19,719.36	8050-15700-405350	fire hydrant rentals
03/11/2013	763892	County Water District Of Billings Heights	154.55	5120-85000-403420	1840 St Andrews
03/11/2013	763901	Dowl Hkm	97,376.50	8400-31840-409310	WO 10-19 Shiloh Conservation Area Amendment #1
03/11/2013	763901	Dowl Hkm	8,823.75	5120-82110-403540	WO1214 IWP WW Collections System
03/11/2013	763901	Dowl Hkm	9,140.00	5030-75910-409340	WO 13-01 2013 Sanitary Sewer & Water Replacement
03/11/2013	763901	Dowl Hkm	35,818.16	5130-85910-409340	WO 13-01 2013 Sanitary Sewer & Water Replacement
03/11/2013	763906	Energy Laboratories Inc	3,915.00	5120-82110-403590	Composite testing
03/11/2013	763906	Energy Laboratories Inc	408.75	5020-74000-402220	Work Order B13020812 - SDWA Compliance Testing
03/11/2013	763906	Energy Laboratories Inc	165.00	5120-84000-402223	WO B13021068 - testing Yellowstone River
03/11/2013	763912	First Montana Title Co	10,000.00	2810-65810-407277	FTHB Brandy Schuster 959 Jackson Street
03/11/2013	763913	Galles Filter Service	76.15	6010-00000-141714	273915 PO NUM 291475
03/11/2013	763913	Galles Filter Service	121.37	6010-00000-141000	274110 PO NUM 291475
03/11/2013	763913	Galles Filter Service	8.12	6010-00000-141000	274186 PO NUM 291475

03/11/2013	763913	Galles Filter Service	226.44	6010-00000-141000	274333 PO NUM 291475
03/11/2013	763913	Galles Filter Service	28.92	5020-75000-402320	274334
03/11/2013	763913	Galles Filter Service	61.04	6010-00000-141714	272987 PO NUM 291475
03/11/2013	763913	Galles Filter Service	96.70	6010-00000-141714	273459 PO NUM 291475
03/11/2013	763913	Galles Filter Service	481.02	6010-00000-141000	273466 PO NUM 291475
03/11/2013	763913	Galles Filter Service	264.28	6010-00000-141000	273606 PO NUM 291475
03/11/2013	763913	Galles Filter Service	2.17	6010-00000-141000	273666 PO NUM 291475
03/11/2013	763913	Galles Filter Service	131.03	6010-00000-141000	273913 PO NUM 291475
03/11/2013	763913	Galles Filter Service	109.90	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 291984
03/11/2013	763913	Galles Filter Service	19.47	1500-22260-402320	15816
03/11/2013	763913	Galles Filter Service	29.01	5710-71470-402320	272987
03/11/2013	763913	Galles Filter Service	83.77	2110-31320-402320	273268
03/11/2013	763913	Galles Filter Service	19.47	1500-22260-402320	273457
03/11/2013	763913	Galles Filter Service	10.38	5710-71440-402320	273459
03/11/2013	763913	Galles Filter Service	97.97	5410-31230-402320	273602
03/11/2013	763913	Galles Filter Service	22.87	5410-31230-402320	274043
03/11/2013	763913	Galles Filter Service	163.04	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 291837
03/11/2013	763913	Galles Filter Service	38.04	5020-74000-402450	FF/WS Spin
03/11/2013	763913	Galles Filter Service	27.20	5020-74000-402450	Lube spin on
03/11/2013	763913	Galles Filter Service	210.10	6010-00000-141000	273005 PO NUM 291475
03/11/2013	763913	Galles Filter Service	12.46	6010-00000-141000	273034 PO NUM 291475
03/11/2013	763913	Galles Filter Service	28.92	6010-00000-141000	273045 PO NUM 291475
03/11/2013	763913	Galles Filter Service	79.05	6010-00000-141000	273172 PO NUM 291475
03/11/2013	763913	Galles Filter Service	2.96	0100-51120-402320	273005
03/11/2013	763913	Galles Filter Service	2.88	1500-21120-402320	273005
03/11/2013	763913	Galles Filter Service	16.22	5410-31230-402320	273005
03/11/2013	763913	Galles Filter Service	4.59	0100-51120-402320	274401
03/11/2013	763913	Galles Filter Service	92.60	5710-71440-402320	274440
03/11/2013	763913	Galles Filter Service	25.38	1500-22260-402320	274484
03/11/2013	763913	Galles Filter Service	40.63	0100-51120-402320	274514
03/11/2013	763913	Galles Filter Service	60.66	5410-31220-402320	274546
03/11/2013	763913	Galles Filter Service	39.06	5710-71440-402320	274633
03/11/2013	763913	Galles Filter Service	195.46	6010-00000-141714	274440 PO NUM 291475
03/11/2013	763913	Galles Filter Service	71.11	6010-00000-141000	274444 PO NUM 291475
03/11/2013	763913	Galles Filter Service	305.68	6010-00000-141000	274612 PO NUM 291475

03/11/2013	763913	Galles Filter Service	11.22	6010-00000-141000	274617 PO NUM 291475
03/11/2013	763913	Galles Filter Service	52.60	6010-00000-141000	274640 PO NUM 291475
03/11/2013	763913	Galles Filter Service	18.88	6010-00000-141000	274641 PO NUM 291475
03/11/2013	763913	Galles Filter Service	34.29	6010-00000-141714	274660 PO NUM 291475
03/11/2013	763914	Galls Inc	10,591.86	7100-21330-402925	This is an order per attached quote. Please ship to Billings Police Department, Attn: Mark Balter, 220 North 27th Street, Billings, MT 59101.
03/11/2013	763914	Galls Inc	557.79	1500-21120-402260	Invoice 409431, Double Mag Pouch w/Paddle for Police Uniforms
03/11/2013	763922	Great West Engineering, Inc	5,147.10	5440-31230-409390	WO 11-19 Landfill Phase 5 Expansion
03/11/2013	763930	Hughes Law P.L.L.C	1,575.00	0100-12140-403520	pro tem services.Feb 2013
03/11/2013	763930	Hughes Law P.L.L.C	1,850.00	0100-12140-403520	pro tem services.Jan 2013
03/11/2013	763931	Iaff	4,320.75	9000-00000-209920	Payroll Summary
03/11/2013	763937	JBT Aero Tech, Jetway Systems	3,959.01	5610-71120-402450	Invoice #2296100. Control Monitor for Bridge B-1
03/11/2013	763944	Knife River (JTL Group Inc.)	342.16	2110-31320-404520	3/4" crushed base for gravel streets/alleys
03/11/2013	763944	Knife River (JTL Group Inc.)	1,043.99	2110-31320-404520	3/4" crushed base for gravel streets/alleys
03/11/2013	763944	Knife River (JTL Group Inc.)	879.12	2110-31320-404520	3/4" crushed base for gravel streets/alleys
03/11/2013	763944	Knife River (JTL Group Inc.)	1,234.29	2110-31320-404520	1 1/2" crushed base for gravel streets
03/11/2013	763944	Knife River (JTL Group Inc.)	184.00	2110-31320-404520	3/4" crushed base for gravel streets/alleys
03/11/2013	763944	Knife River (JTL Group Inc.)	1,186.50	2110-31320-404520	3/4" crushed base for gravel streets/alleys
03/11/2013	763944	Knife River (JTL Group Inc.)	883.90	2110-31320-404520	1 1/2" crushed base for use on Gravel streets/alleys
03/11/2013	763944	Knife River (JTL Group Inc.)	871.32	2110-31320-404520	1 1/2" crushed base used for gravel streets/alleys
03/11/2013	763945	Kois Brothers Equipment Co	2,200.00	0100-51120-402925	Flatbed for parks truck #1614

03/11/2013	763945	Kois Brothers Equipment Co	16.16	1500-21720-402320	96422
03/11/2013	763945	Kois Brothers Equipment Co	338.57	5020-75000-402320	96485
03/11/2013	763945	Kois Brothers Equipment Co	22.11	5020-75000-402320	96485
03/11/2013	763945	Kois Brothers Equipment Co	791.58	5410-31220-402320	96511
03/11/2013	763945	Kois Brothers Equipment Co	1,041.00	5410-31220-402320	96513
03/11/2013	763945	Kois Brothers Equipment Co	110.45	5410-31220-402320	96513
03/11/2013	763945	Kois Brothers Equipment Co	289.04	5410-31220-402320	96563
03/11/2013	763956	Mead & Hunt Inc	1,050.00	5610-71100-403590	Invoice #233696. Airfair Monitoring 1/1/13-1/31/13
03/11/2013	763956	Mead & Hunt Inc	7,920.00	5610-71100-403590	Invoice #233696. Air Service Risk Assessment
03/11/2013	763959	Montana CSED	3,943.98	9000-00000-209926	Payroll Summary
03/11/2013	763965	Montana State Fireman's Assoc	3,201.05	9000-00000-209924	Payroll Summary
03/11/2013	763976	NorMont Equipment Company	803.40	2110-31320-402420	telspar sign posts
03/11/2013	763976	NorMont Equipment Company	638.60	2110-31320-402320	gutter wire for sweeper brooms
03/11/2013	763976	NorMont Equipment Company	1,442.00	2110-31320-402320	wire used to rebuild brooms on sweepers
03/11/2013	763977	Northern Industrial Hygiene, Inc.	3,000.00	0100-13130-403590	Environmental Consulting Services #19232
03/11/2013	763980	Northwest Pipe Fittings	66.30	5050-75150-403671	fittings
03/11/2013	763980	Northwest Pipe Fittings	7.56	5120-85000-402120	glue
03/11/2013	763980	Northwest Pipe Fittings	1,938.80	5020-73120-402380	valves
03/11/2013	763980	Northwest Pipe Fittings	737.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 291902

03/11/2013	763980	Northwest Pipe Fittings	42.00	5120-84000-402450	plumbers goop
03/11/2013	763980	Northwest Pipe Fittings	39.90	5120-84000-402450	fittings
03/11/2013	763980	Northwest Pipe Fittings	12.96	5020-74000-402450	fittings
03/11/2013	763980	Northwest Pipe Fittings	32.58	5120-84000-402450	gaskets
03/11/2013	763980	Northwest Pipe Fittings	433.65	5020-00000-141000	Systems PO #291825
03/11/2013	763980	Northwest Pipe Fittings	708.30	5020-73120-402410	key
03/11/2013	763980	Northwest Pipe Fittings	19.98	5020-74000-402450	reducer
03/11/2013	763980	Northwest Pipe Fittings	2,020.33	5020-74000-402450	parts
03/11/2013	763980	Northwest Pipe Fittings	708.30	5020-73120-402410	key
03/11/2013	763980	Northwest Pipe Fittings	897.10	5020-00000-141000	SYSTEMS PO NUM 291785
03/11/2013	763980	Northwest Pipe Fittings	67.50	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 291823
03/11/2013	763980	Northwest Pipe Fittings	18.29	5120-84000-402450	PLUGS
03/11/2013	763980	Northwest Pipe Fittings	384.24	5020-73120-402380	fittings
03/11/2013	763980	Northwest Pipe Fittings	27.64	5120-85000-402120	pvc
03/11/2013	763980	Northwest Pipe Fittings	10.20	5120-84000-402450	PVC coupling for stock
03/11/2013	763980	Northwest Pipe Fittings	3.61	5120-84000-402450	PVC thread cap/plug for stock
03/11/2013	763980	Northwest Pipe Fittings	19.63	5120-84000-402450	PVC slip caps/thread plug for stock
03/11/2013	763980	Northwest Pipe Fittings	540.00	5020-73120-402380	3/4" Meters

03/11/2013	763980	Northwest Pipe Fittings	55.10	5410-31220-402320	191992
03/11/2013	763982	NorthWestern Energy	14.06	0100-51290-403410	09998071
03/11/2013	763982	NorthWestern Energy	129.14	6070-22350-403410	10069151
03/11/2013	763982	NorthWestern Energy	166.65	0100-51120-403410	11412848
03/11/2013	763982	NorthWestern Energy	7.40	0100-51120-403410	11565272
03/11/2013	763982	NorthWestern Energy	143.08	0100-51120-403410	11607801
03/11/2013	763982	NorthWestern Energy	21.37	0100-51120-403410	12300661
03/11/2013	763982	NorthWestern Energy	0.50	8720-51980-403410	13127071
03/11/2013	763982	NorthWestern Energy	1.00	0100-51120-403410	14093942
03/11/2013	763982	NorthWestern Energy	33.39	8720-51980-403410	15138001
03/11/2013	763982	NorthWestern Energy	28.01	8720-51980-403410	15138027
03/11/2013	763982	NorthWestern Energy	15.49	8720-51980-403410	15138043
03/11/2013	763982	NorthWestern Energy	8.04	8720-51980-403410	15642093
03/11/2013	763982	NorthWestern Energy	15.02	0100-51410-403410	16352890
03/11/2013	763982	NorthWestern Energy	0.99	0100-51120-403410	16926669
03/11/2013	763982	NorthWestern Energy	12.52	5120-85000-403410	17040254
03/11/2013	763982	NorthWestern Energy	27.14	5120-85000-403410	17040304
03/11/2013	763982	NorthWestern Energy	77.20	2110-31320-403410	17389891

03/11/2013	763982	NorthWestern Energy	8.74	0100-51120-403410	19022573
03/11/2013	763982	NorthWestern Energy	0.99	8720-51980-403410	20413621
03/11/2013	763982	NorthWestern Energy	8.39	2110-31320-403410	20470001
03/11/2013	763982	NorthWestern Energy	8.74	2110-31320-403410	20470076
03/11/2013	763982	NorthWestern Energy	8.74	2110-31320-403410	20470100
03/11/2013	763982	NorthWestern Energy	8.74	2110-31320-403410	20470118
03/11/2013	763982	NorthWestern Energy	8.60	2110-31320-403410	20470134
03/11/2013	763982	NorthWestern Energy	8.74	2110-31320-403410	20470175
03/11/2013	763982	NorthWestern Energy	8.74	2110-31320-403410	20470183
03/11/2013	763982	NorthWestern Energy	106.42	5610-71130-403410	07125339
03/11/2013	763982	NorthWestern Energy	15.71	5610-71130-403410	07125347
03/11/2013	763982	NorthWestern Energy	226.96	5610-71130-403410	07125354
03/11/2013	763982	NorthWestern Energy	40.77	5610-71130-403410	07127913
03/11/2013	763982	NorthWestern Energy	46.43	5610-71130-403410	07127954
03/11/2013	763982	NorthWestern Energy	23.00	5610-71130-403410	07127970
03/11/2013	763982	NorthWestern Energy	9.78	5610-71170-403410	07128051
03/11/2013	763982	NorthWestern Energy	8.28	5610-71130-403410	07128135
03/11/2013	763982	NorthWestern Energy	2,231.21	5610-71130-403410	07195431

03/11/2013	763982	NorthWestern Energy	41.87	5610-71130-403410	07197593
03/11/2013	763982	NorthWestern Energy	33.46	5610-71130-403410	07197601
03/11/2013	763982	NorthWestern Energy	39.67	5610-71130-403410	07197619
03/11/2013	763982	NorthWestern Energy	47.07	5610-71130-403410	07197627
03/11/2013	763982	NorthWestern Energy	31.51	5610-71130-403410	07202963
03/11/2013	763982	NorthWestern Energy	145.45	0100-51410-403410	07125388
03/11/2013	763982	NorthWestern Energy	8.18	8720-51980-403410	08814550
03/11/2013	763982	NorthWestern Energy	29.54	5210-15240-403410	15696313
03/11/2013	763982	NorthWestern Energy	16.45	5020-74000-403410	11608072
03/11/2013	763982	NorthWestern Energy	5.25	5020-74000-403410	13466735
03/11/2013	763982	NorthWestern Energy	8.38	8720-51980-403410	15143886
03/11/2013	763982	NorthWestern Energy	7.40	0100-51120-403410	15882624
03/11/2013	763982	NorthWestern Energy	25.61	1500-22210-403410	07125321
03/11/2013	763982	NorthWestern Energy	7.82	2110-31320-403410	08554040
03/11/2013	763982	NorthWestern Energy	7.40	0100-51120-403410	09789173
03/11/2013	763982	NorthWestern Energy	1,029.18	1500-21710-403410	11834835
03/11/2013	763982	NorthWestern Energy	7.82	0100-51120-403410	12422226
03/11/2013	763982	NorthWestern Energy	35.34	0100-51120-403410	12488631

03/11/2013	763982	NorthWestern Energy	7.40	5020-74000-403410	18672659
03/11/2013	763982	NorthWestern Energy	12.63	0100-51120-403410	19412436
03/11/2013	763982	NorthWestern Energy	27,065.15	5610-71120-403410	0100482-9. February 2013 Airport Main Vault
03/11/2013	763982	NorthWestern Energy	67.78	0100-51410-403410	07125396
03/11/2013	763982	NorthWestern Energy	67.89	0100-51260-403410	07208416
03/11/2013	763982	NorthWestern Energy	10.63	5020-74000-403410	07222490
03/11/2013	763982	NorthWestern Energy	7.40	0100-51120-403410	07222532
03/11/2013	763982	NorthWestern Energy	207.00	0100-51120-403410	07222565
03/11/2013	763982	NorthWestern Energy	9.41	0100-51120-403410	07222581
03/11/2013	763982	NorthWestern Energy	20.89	0100-51120-403410	07222599
03/11/2013	763982	NorthWestern Energy	1,930.67	5020-74000-403410	07222706
03/11/2013	763982	NorthWestern Energy	9.24	0100-51120-403410	07222722
03/11/2013	763982	NorthWestern Energy	6.16	8720-51980-403410	07222722
03/11/2013	763982	NorthWestern Energy	137.56	0100-51120-403410	07222730
03/11/2013	763982	NorthWestern Energy	12.27	0100-51120-403410	07222748
03/11/2013	763982	NorthWestern Energy	102.64	0100-51120-403410	07222755
03/11/2013	763982	NorthWestern Energy	36.99	0100-51120-403410	07222771
03/11/2013	763982	NorthWestern Energy	30.70	0100-51120-403410	07222789

03/11/2013	763982	NorthWestern Energy	15.71	0100-51120-403410	07222797
03/11/2013	763982	NorthWestern Energy	7.40	0100-51120-403410	07222805
03/11/2013	763982	NorthWestern Energy	7.40	0100-51120-403410	07222813
03/11/2013	763982	NorthWestern Energy	7.40	0100-51120-403410	07222839
03/11/2013	763982	NorthWestern Energy	7.40	0100-51120-403410	07222847
03/11/2013	763982	NorthWestern Energy	15.71	0100-51120-403410	07228083
03/11/2013	763982	NorthWestern Energy	9.78	0100-51120-403410	07228521
03/11/2013	763982	NorthWestern Energy	9.41	0100-51120-403410	07228620
03/11/2013	763982	NorthWestern Energy	182.64	0100-51120-403410	07229016
03/11/2013	763982	NorthWestern Energy	8.63	0100-51120-403410	07229768
03/11/2013	763982	NorthWestern Energy	242.08	0100-51120-403410	07229958
03/11/2013	763982	NorthWestern Energy	79.35	0100-51120-403410	07230055
03/11/2013	763982	NorthWestern Energy	7.40	0100-51120-403410	07230253
03/11/2013	763982	NorthWestern Energy	7.40	0100-51120-403410	07230469
03/11/2013	763982	NorthWestern Energy	11.63	0100-51120-403410	07230493
03/11/2013	763982	NorthWestern Energy	19.20	0100-51120-403410	07230535
03/11/2013	763982	NorthWestern Energy	18.10	0100-51120-403410	07230642
03/11/2013	763982	NorthWestern Energy	18.10	0100-51120-403410	07230659

03/11/2013	763982	NorthWestern Energy	90.55	5120-85000-403410	07233836
03/11/2013	763982	NorthWestern Energy	7.40	8720-51980-403410	07233844
03/11/2013	763982	NorthWestern Energy	9.06	8720-51980-403410	07233851
03/11/2013	763982	NorthWestern Energy	9.06	8720-51980-403410	07233869
03/11/2013	763982	NorthWestern Energy	9.06	8720-51980-403410	07233877
03/11/2013	763982	NorthWestern Energy	9.06	8720-51980-403410	07233885
03/11/2013	763982	NorthWestern Energy	5.16	0100-51120-403410	07233919
03/11/2013	763982	NorthWestern Energy	3.44	8720-51980-403410	07233919
03/11/2013	763982	NorthWestern Energy	9.06	8720-51980-403410	07233927
03/11/2013	763982	NorthWestern Energy	8.14	8720-51980-403410	07233935
03/11/2013	763982	NorthWestern Energy	7.40	8720-51980-403410	07233943
03/11/2013	763982	NorthWestern Energy	7.40	8720-51980-403410	07233950
03/11/2013	763982	NorthWestern Energy	7.40	8720-51980-403410	07233968
03/11/2013	763982	NorthWestern Energy	7.40	8720-51980-403410	07233976
03/11/2013	763982	NorthWestern Energy	7.40	8720-51980-403410	07233984
03/11/2013	763982	NorthWestern Energy	696.95	5120-85000-403410	07234040
03/11/2013	763982	NorthWestern Energy	7.40	8720-51980-403410	07238355
03/11/2013	763982	NorthWestern Energy	9.41	8720-51980-403410	07238363

03/11/2013	763982	NorthWestern Energy	7.40	8720-51980-403410	07238405
03/11/2013	763982	NorthWestern Energy	225.20	5120-85000-403410	07238785
03/11/2013	763982	NorthWestern Energy	8.67	8720-51980-403410	07238793
03/11/2013	763982	NorthWestern Energy	7.84	8720-51980-403410	07238835
03/11/2013	763982	NorthWestern Energy	82.23	0100-51120-403410	07238843
03/11/2013	763982	NorthWestern Energy	7.93	8720-51980-403410	07238850
03/11/2013	763982	NorthWestern Energy	18.10	0100-51120-403410	07238876
03/11/2013	763982	NorthWestern Energy	7.40	0100-51120-403410	09208018
03/11/2013	763982	NorthWestern Energy	0.81	8720-51980-403410	09718248
03/11/2013	763984	Octane Addictions Inc	3,042.50	1500-21120-402320	Invoice 645, Printed Vinyl decals for police cruisers
03/11/2013	763992	Polydyne Inc	49,087.50	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 292013
03/11/2013	763995	Public Utilities	3,686.77	5610-71100-403420	68407759
03/11/2013	763995	Public Utilities	10.67	8720-51980-403420	15273330304
03/11/2013	763995	Public Utilities	302.89	6500-15660-403420	106989-12385
03/11/2013	763995	Public Utilities	9.54	5120-85000-403420	13670319854
03/11/2013	764002	Sanderson Stewart	34,104.93	5030-00000-201100	WO1201 2012 Water & Sewer
03/11/2013	764008	Sletten Construciton Company	1,178,544.27	2030-15130-409224	Construction of the new Empire Garage
03/11/2013	764011	Star Service Inc	39,600.00	5620-71200-409490	Invoice #One. 180 Ton Chiller Removal & Replacement
03/11/2013	764013	Stewart Title Company	15,000.00	2810-65810-407277	FTHB Ambrosia Broadhead 3285 Canyon Drive #40
03/11/2013	764018	Terryberry Company LLC	2,840.74	0100-17500-403365	Service Awards 2013

03/11/2013	764021	Town & Country Supply Association	13,268.34	6010-00000-141000	105328 PO NUM 292081
03/11/2013	764021	Town & Country Supply Association	25,688.02	5610-71180-402313	Invoice #102208. Car Rental Fuel
03/11/2013	764027	US Departmnet of Housing & Urban Development	128,000.00	4280-65900-403560	CDBG Lots - HUD Check March 2013
03/11/2013	764030	Watson Crash Reconstruction	3,000.00	1500-21120-402120	Invoice 131, Technical Crash Investigation Registration for Officers Morrison, Ellison, Snider, Newsome, Jensen, Robertson and 1 free slot for Schoening, April 8-13, 2013 at the BPD Training Facility
03/11/2013	764030	Watson Crash Reconstruction	450.00	1500-21400-403822	Technical Crash Investigation, April 8-12, 2013 at the BPD Training Facility - additional amount being charge to different account number
03/11/2013	764040	Yellowstone Valley Animal Shelter	20,666.67	1500-21700-403990	contract 1\22\13-2\21\13
03/11/2013	764041	Yellowstone Valley Elec	59.00	5120-84000-403410	Briarwood Blvd/O'Shea Cir
03/11/2013	764041	Yellowstone Valley Elec	1,196.15	5020-74000-403410	Thomas Pump Station
03/11/2013	764041	Yellowstone Valley Elec	19.00	5120-84000-403410	Rehberg Ranch North Pond
03/11/2013	764041	Yellowstone Valley Elec	178.11	5120-85000-403410	Rehberg Sewer Lift
03/11/2013	764041	Yellowstone Valley Elec	1,242.92	5120-84000-403410	Rehberg Aeration Ponds
03/11/2013	764041	Yellowstone Valley Elec	179.25	5120-85000-403410	54th St W/Dovetail Lift Station
03/11/2013	764041	Yellowstone Valley Elec	19.00	5120-85000-403410	Winchester Trl/Rod & Gun Club
03/11/2013	764041	Yellowstone Valley Elec	283.08	5120-85000-403410	2229 Blue Creek Rd
03/11/2013	764041	Yellowstone Valley Elec	1,173.04	5410-31230-403410	Electricity for the landfill-for February 2013

Consent **1. Q. 2.**

Regular City Council Meeting
Meeting Date: 04/08/2013
TITLE: Payment of Claims March 18, 2013.
PRESENTED BY: Pat M. Weber, Financial Director
Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of $1,561.031.01 have been audited and are presented for your approval for payment. A complete listing of the claims dated March 18, 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 3/18/2013

Check Date	Check	Name	GL Allocation Amount	Account	Item Desc
03/18/2013	764045	A & E Architects, PC	8,376.40	4980-55360-409390	New Library Building - Construction Management Services
03/18/2013	764048	Ace Electric Inc	116,474.07	5030-74910-409390	WTP High Srvc Transfer Pump H-2
03/18/2013	764052	Alfa Laval	7,532.08	5020-00000-141000	WASTEWATER PARTS & SUPPLY PO NUM 292010
03/18/2013	764073	Billings Industrial Revitalization District Inc	34,624.00	2010-15070-407946	BIRD TIF coordinator services 4th qtr
03/18/2013	764077	Bison Motor Company	326,474.88	6400-21650-409440	This is an order per attached quote. Order for (12) 2013 Ford Sedan Police Interceptor Base.
03/18/2013	764082	Business Tax Section	1,176.51	5030-74910-409390	WO 11-08 WTP High Srvc Trsfer Pump H-2;
03/18/2013	764082	Business Tax Section	498.70	5030-74910-409390	WO 08-16 SCADA Replacement WTP
03/18/2013	764082	Business Tax Section	305.84	2050-31310-409390	WO 12-03 #3 City Crack Seal
03/18/2013	764082	Business Tax Section	205.00	4670-00000-201100	1/2 retainage release for Good Earth Works-YFP
03/18/2013	764082	Business Tax Section	77.35	5050-75150-403671	WATER SERVICE REPAIR LIST 3.30.12
03/18/2013	764082	Business Tax Section	5,014.63	4980-55110-409220	Construction of new Library, demolition of existing building & site development features
03/18/2013	764084	Carquest Auto Parts	6.00	5120-84000-402320	NONSTOCKING ITEMS-P.U.D.
03/18/2013	764084	Carquest Auto Parts	47.36	5120-84000-402450	Centrifuge belts
03/18/2013	764084	Carquest Auto Parts	14.98	5120-84000-402450	Belts for stock
03/18/2013	764084	Carquest Auto Parts	108.75	6010-00000-141000	1910-274064 PO NUM 291474
03/18/2013	764084	Carquest Auto Parts	41.34	6010-00000-141000	1910-274300 PO NUM 291474
03/18/2013	764084	Carquest Auto Parts	56.70	6010-00000-141000	1910-274300 PO NUM 291474
03/18/2013	764084	Carquest Auto Parts	20.20	1500-21120-402320	1910-273802
03/18/2013	764084	Carquest Auto Parts	20.20	2110-31320-402320	1910-273802
03/18/2013	764084	Carquest Auto Parts	20.20	5410-31220-402320	1910-273802
03/18/2013	764084	Carquest Auto Parts	19.30	1500-21120-402320	1910-274192
03/18/2013	764084	Carquest Auto Parts	16.78	5020-74000-402320	NONSTOCKING ITEMS-P.U.D.
03/18/2013	764084	Carquest Auto Parts	90.03	5020-73120-402320	NONSTOCKING ITEMS-P.U.D.
03/18/2013	764084	Carquest Auto Parts	5.79	5020-75000-402320	NONSTOCKING ITEMS-P.U.D.
03/18/2013	764084	Carquest Auto Parts	13.84	5120-84000-402450	belt
03/18/2013	764084	Carquest Auto Parts	11.88	6010-00000-141000	1910-272428 PO NUM 291474
03/18/2013	764084	Carquest Auto Parts	-2.09	6010-00000-141000	1910-272457 PO NUM 291474
03/18/2013	764084	Carquest Auto Parts	61.52	6010-00000-141000	1910-272459 PO NUM 291474
03/18/2013	764084	Carquest Auto Parts	23.89	6010-00000-141000	1910-272772 PO NUM 291474
03/18/2013	764084	Carquest Auto Parts	15.38	6010-00000-141000	1910-272861 PO NUM 291474
03/18/2013	764084	Carquest Auto Parts	19.26	6010-00000-141000	1910-272944 PO NUM 291474
03/18/2013	764084	Carquest Auto Parts	35.50	6010-00000-141000	1910-272997 PO NUM 291474
03/18/2013	764084	Carquest Auto Parts	61.52	6010-00000-141000	1910-273129 PO NUM 291474
03/18/2013	764084	Carquest Auto Parts	8.00	6010-00000-141000	1910-273399 PO NUM 291474
03/18/2013	764084	Carquest Auto Parts	55.00	6010-00000-141000	1910-273399 PO NUM 291474
03/18/2013	764084	Carquest Auto Parts	119.24	6010-00000-141000	1910-273696 PO NUM 291474
03/18/2013	764084	Carquest Auto Parts	50.88	0100-51120-402320	1910-271940
03/18/2013	764084	Carquest Auto Parts	113.44	1500-21120-402320	1910-271994
03/18/2013	764084	Carquest Auto Parts	37.26	0100-51120-402320	1910-272079
03/18/2013	764084	Carquest Auto Parts	23.79	1500-22260-402320	1910-272197
03/18/2013	764084	Carquest Auto Parts	2.83	1500-22260-402320	1910-272216
03/18/2013	764084	Carquest Auto Parts	1.22	6010-15530-402650	1910-272216
03/18/2013	764084	Carquest Auto Parts	37.82	2110-31320-402320	1910-272235
03/18/2013	764084	Carquest Auto Parts	14.04	1500-21720-402320	1910-272398
03/18/2013	764084	Carquest Auto Parts	7.60	6010-15530-402650	1910-272428
03/18/2013	764084	Carquest Auto Parts	29.99	1500-21720-402320	1910-272497
03/18/2013	764084	Carquest Auto Parts	37.79	2110-31320-402320	1910-272529
03/18/2013	764084	Carquest Auto Parts	16.37	5410-31220-402320	1910-272772
03/18/2013	764084	Carquest Auto Parts	3.86	5410-31230-402320	1910-272861
03/18/2013	764084	Carquest Auto Parts	65.53	1500-22260-402320	1910-272899
03/18/2013	764084	Carquest Auto Parts	5.28	1500-21120-402320	1910-273011
03/18/2013	764084	Carquest Auto Parts	2.58	1500-22260-402320	1910-273087
03/18/2013	764084	Carquest Auto Parts	9.18	6010-15530-402650	1910-273129
03/18/2013	764084	Carquest Auto Parts	7.99	5020-75000-402320	1910-273436
03/18/2013	764084	Carquest Auto Parts	16.37	5410-31220-402320	1910-273461
03/18/2013	764084	Carquest Auto Parts	64.71	0100-51120-402320	1910-273468
03/18/2013	764084	Carquest Auto Parts	11.52	1500-21120-402320	1910-273687
03/18/2013	764084	Carquest Auto Parts	22.38	5020-75000-402320	NONSTOCKING ITEMS-P.U.D.
03/18/2013	764084	Carquest Auto Parts	13.60	5020-74000-402450	filter
03/18/2013	764084	Carquest Auto Parts	432.70	5020-00000-141000	Water Parts and Supplies PO#292002
03/18/2013	764084	Carquest Auto Parts	174.56	1500-22260-402320	RESCUE2: TIRE CHAINS (2828)$146.19/EA AND RUBBER SPIDER TIGHTENERS (0218) $28.37/EA
03/18/2013	764084	Carquest Auto Parts	2.46	5020-74000-402450	plug
03/18/2013	764084	Carquest Auto Parts	24.60	5020-74000-402450	plugs
03/18/2013	764084	Carquest Auto Parts	8.55	5120-84000-402450	filter
03/18/2013	764084	Carquest Auto Parts	2.67	5120-84000-402450	part
03/18/2013	764084	Carquest Auto Parts	49.20	5020-74000-402450	plugs
03/18/2013	764084	Carquest Auto Parts	7.74	5020-74000-402450	filter

03/18/2013	764084	Carquest Auto Parts	10.28	5020-74000-402450	plugs
03/18/2013	764084	Carquest Auto Parts	13.29	5020-74000-402450	wrench
03/18/2013	764084	Carquest Auto Parts	21.04	5020-74000-402450	plugs
03/18/2013	764084	Carquest Auto Parts	38.50	5020-74000-402450	plugs
03/18/2013	764084	Carquest Auto Parts	10.74	5020-73120-402320	NONSTOCKING ITEMS-P.U.D.
03/18/2013	764084	Carquest Auto Parts	51.84	5020-75000-402320	NONSTOCKING ITEMS-P.U.D.
03/18/2013	764084	Carquest Auto Parts	21.72	5020-73140-402450	tool
03/18/2013	764084	Carquest Auto Parts	10.10	5120-85000-402410	parts
03/18/2013	764084	Carquest Auto Parts	56.99	5020-74000-402410	tool
03/18/2013	764084	Carquest Auto Parts	60.12	5020-74000-402450	antifreeze
03/18/2013	764084	Carquest Auto Parts	4.39	5020-74000-402450	cap
03/18/2013	764084	Carquest Auto Parts	321.49	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 291900
03/18/2013	764084	Carquest Auto Parts	22.40	5020-74000-402450	clamps
03/18/2013	764084	Carquest Auto Parts	18.87	5120-84000-402450	belt
03/18/2013	764084	Carquest Auto Parts	12.14	5020-75000-402320	NONSTOCKING ITEMS-P.U.D.
03/18/2013	764084	Carquest Auto Parts	94.80	6010-00000-141000	1910-272906 PO NUM 291474
03/18/2013	764084	Carquest Auto Parts	238.80	6010-00000-141000	1910-273682 PO NUM 291474
03/18/2013	764084	Carquest Auto Parts	-56.95	1500-21120-402320	1910-272953
03/18/2013	764084	Carquest Auto Parts	-48.70	1500-22260-402320	1910-273719
03/18/2013	764084	Carquest Auto Parts	9.80	0100-51120-402320	1910-273745
03/18/2013	764084	Carquest Auto Parts	11.03	1500-22260-402320	1910-273953
03/18/2013	764084	Carquest Auto Parts	6.16	5120-85000-402410	Hose clamps
03/18/2013	764092	Curb Box Specialists Inc.	7,657.65	5050-75150-403671	WATER SERVICE REPAIR LIST 03.30.12
03/18/2013	764098	Diamond Parking	3,102.00	2600-55110-403963	Parking lot rental April - June 2013
03/18/2013	764101	Dowl Hkm	13,035.49	8450-31860-409310	WO 09-20 Rimrck Rd Forsythia Blvd to Shiloh Rd
03/18/2013	764101	Dowl Hkm	289.38	8450-31860-409310	WO 09-20 Rimrck Rd Forsythia Blvd to Shiloh Rd; Amd#2 11-8-12
03/18/2013	764106	Ed Bartlett, LLC	5,900.00	0100-14110-403950	March 2013 Lobbyist Fees per contract
03/18/2013	764108	Environmental Contractors Llc	23,562.00	6300-17530-407310	For the removal and disposal of foundation and asbestos containing building materials from 1313 Granite Drive.
03/18/2013	764118	Good Earth Works Co Inc The	20,294.90	4670-00000-201100	Request for 1/2 of the retainage released.
03/18/2013	764121	Great Bear Restoration	14,000.00	9000-00000-229000	BD1204 BID deposit refund for WO #10-19 - Shiloh Conservation Area Wetland Plant Procurement Bid.
03/18/2013	764122	Great West Engineering, Inc	14,844.55	5440-31230-409390	WO 12-29 Solid Waste Management Plan
03/18/2013	764126	Hanson Chemical Inc.	26.55	1500-22260-402240	273235 FIRE 1 - LAUNDRY SOAP
03/18/2013	764126	Hanson Chemical Inc.	2,013.72	1500-22260-402240	275645 FIRE 1 - JANITORIAL SUPPLIES - PAPER TOWELS, ANTIBACT SOAP, BATHROOM CLEANER, CAN LINERS, GERMICIDAL BOWL CLEANER - DELIVERED 2/28/2013
03/18/2013	764126	Hanson Chemical Inc.	13.95	5120-84000-402450	Mop handle
03/18/2013	764126	Hanson Chemical Inc.	473.71	5120-84000-402450	Degreaser
03/18/2013	764127	Hardrives Construction Inc	30,278.24	2050-31310-409390	WO 12-03 #3 City Crack Seal
03/18/2013	764128	Hawkins Inc.	277.97	5020-74000-402450	Capital controls/o-rings for CL2
03/18/2013	764128	Hawkins Inc.	4,700.00	5020-74000-402450	Hydro Vacuum for CL2 regulators
03/18/2013	764129	HDR, Inc.	12,633.47	5030-74910-409390	WO 12-44 WTP High Srvc Pump H2-3
03/18/2013	764129	HDR, Inc.	3,987.19	5030-74910-409390	WO 12-43 WTP Backup Power Phase III
03/18/2013	764129	HDR, Inc.	1,658.30	5030-75910-409340	WO 10-12 WTP LOW SRVC PUM P STATION #1
03/18/2013	764129	HDR, Inc.	5,049.96	5030-74910-409390	WO 11-08 WTP High Service Pump Station 2011; CO#1 08/13/12
03/18/2013	764129	HDR, Inc.	69.30	5130-84910-409390	WO 10-29 WWTP WEST MECHANICAL MCC; CO#1 Apprvd by 04/23/12
03/18/2013	764129	HDR, Inc.	8,423.25	5130-84910-409390	WO1029 WWTP West Mechanical MCC; CO#2 01/28/13
03/18/2013	764129	HDR, Inc.	3,779.34	5020-72110-403540	DRINKING WATER SOURCE STUDY
03/18/2013	764137	Integrated Solutions Engineering	9,638.35	5020-74000-403540	SCADA radio polling/improvements
03/18/2013	764140	Jackson Contractor Group Inc	496,448.37	4980-55110-409220	Construction of new Library, demolition of existing building & site development features.
03/18/2013	764154	Kusters Zima Corporation	29,800.00	5120-84000-402450	Headworks screen panels/screen #2
03/18/2013	764155	L N Curtis & Sons	1,033.14	1500-22290-402640	Structure fire/leather boots: Keenan O'Donnell size:10 Medium; Mike Gates size:10.5 Medium; Dan Hauf 12 Medium
03/18/2013	764155	L N Curtis & Sons	1,890.00	1500-22290-402490	HURST RABBIT FORCIBLE ENTRY TOOL KIT WITH RABBIT TOOL; MINI-LITE MANUAL PUMP; HOSE ASSEMBLY; PRY BAR; HAMMER; AND SHOULDER BAG.
03/18/2013	764156	Labor Ready Northwest, Inc.	625.60	5410-31230-403581	contract labor paper pickers at landfill
03/18/2013	764156	Labor Ready Northwest, Inc.	3,800.52	5410-31230-403581	paper pickers at landfill
03/18/2013	764158	Leonard	870.03	1500-21120-403590	Travel Reimbursement 5096, Applicant Background Investigations - Sandy Leonard and Wanda Spaulding traveled to Lewistown, Helena, & Missoula, MT

03/18/2013	764158	Leonard	90.38	1500-21200-402260	Clothing Allowance Reimbursement - Herbergers 2/18/13 & Macys 2/28/13
03/18/2013	764158	Leonard	3,245.39	1500-21120-403590	Travel Reimbursement 5103 - Sandy Leonard & Wanda Spaulding traveled to Minnesota to conduct applicant background investigations
03/18/2013	764165	Mailing Technical Services	30.16	5210-15210-403110	parking - special inserts only
03/18/2013	764165	Mailing Technical Services	612.56	0100-15120-403110	Finance
03/18/2013	764165	Mailing Technical Services	3,221.76	6050-15150-403110	Postage Fund (weekly bills)
03/18/2013	764167	Mes-Nw	67.25	5020-74000-402450	O-rings/packing for SCBA
03/18/2013	764167	Mes-Nw	108.00	1500-22230-402290	MPC-P100, 120CC FILTER CARTRIDGES - PROTECTS AGAINST MULTI GAS/VAPOR HAZARDS
03/18/2013	764167	Mes-Nw	11.39	1500-22230-402290	SHIPPING/HANDLING
03/18/2013	764167	Mes-Nw	7,560.00	1500-22290-402490	1.75" X 50', FIRE HOSE W/1.5" NH COUPLING
03/18/2013	764167	Mes-Nw	12,152.00	1500-22290-402490	2.5" X 50' FIRE HOSE WITH 2.5" NST COUPLINGS
03/18/2013	764167	Mes-Nw	2,794.37	1500-22290-402290	FIRE6: SCBA FACE MASKS, HOSE ASSY NXG2, EZ FLO VALVES (ALLEN MCKINNEY)
03/18/2013	764167	Mes-Nw	925.12	1500-22290-402490	HELMET LIGHTING KITS, 4AA LUXEON LED FLASHLIGHTS & REPLACEMENT LED BULBS
03/18/2013	764178	Montana Municipal Interlocal Authority	44,333.46	6300-17530-407311	March 2013 Deductibl Recovery Invoice #213001
03/18/2013	764180	Morrison Maierle Inc	14,952.94	8400-31840-409310	WO 12-31 East End Industrial Area Storm Drain
03/18/2013	764183	Network Information Systems	49,370.80	5030-74910-409390	WO 08-16 SCADA Replacement WTP
03/18/2013	764185	North Fork Native Plants	12,000.00	9000-00000-229000	BD1205 - WO #10-19 - Shiloh Conservation Area Wetland Plant Procurement Bid
03/18/2013	764188	NorthWestern Energy	240.26	1500-22210-403410	07208176
03/18/2013	764188	NorthWestern Energy	497.58	5710-71430-403410	07192255
03/18/2013	764188	NorthWestern Energy	176.82	5020-74000-403410	11422532
03/18/2013	764188	NorthWestern Energy	46.70	0100-51120-403410	11914041
03/18/2013	764188	NorthWestern Energy	61.73	0100-51120-403410	18494088
03/18/2013	764188	NorthWestern Energy	60.10	0100-51120-403410	19049444
03/18/2013	764188	NorthWestern Energy	8.38	8720-51980-403410	19486679
03/18/2013	764188	NorthWestern Energy	6.10	8720-51980-403410	20558177
03/18/2013	764188	NorthWestern Energy	37.90	0100-51120-403410	08134892
03/18/2013	764188	NorthWestern Energy	42.52	0100-51270-403410	07123870
03/18/2013	764188	NorthWestern Energy	199.56	0100-51220-403410	07125362
03/18/2013	764188	NorthWestern Energy	38.67	0100-51220-403410	07208184
03/18/2013	764188	NorthWestern Energy	79.80	0100-51260-403410	07208218
03/18/2013	764188	NorthWestern Energy	2,335.95	5020-74000-403410	07222649
03/18/2013	764188	NorthWestern Energy	69.89	0100-51120-403410	07222870
03/18/2013	764188	NorthWestern Energy	1,970.07	5020-74000-403410	07230402
03/18/2013	764188	NorthWestern Energy	16.99	0100-51120-403410	07230451
03/18/2013	764188	NorthWestern Energy	7.40	5020-74000-403410	07230592
03/18/2013	764188	NorthWestern Energy	624.23	1500-22210-403410	08715468
03/18/2013	764188	NorthWestern Energy	7.72	8720-51980-403410	10458131
03/18/2013	764188	NorthWestern Energy	7.62	2110-31320-403410	17403577
03/18/2013	764188	NorthWestern Energy	7.93	2110-31320-403410	17488966
03/18/2013	764188	NorthWestern Energy	35.63	0100-51120-403410	18366666
03/18/2013	764188	NorthWestern Energy	431.37	1500-22210-403410	FIRE 6: ELECTRICAL SERVICE - 1601 SAINT ANDREWS - ACCOUNT #0100477-9
03/18/2013	764188	NorthWestern Energy	16.58	4280-65900-409180	Act. #2117221-8 / 502 S 33rd St Irma House II / 3-1-13 statement
03/18/2013	764188	NorthWestern Energy	3,214.13	5710-71430-403410	Electricity for Metroplex 01/25/13 to 02/25/2013
03/18/2013	764188	NorthWestern Energy	497.08	5020-74000-403410	1699 High Sierra Blvd
03/18/2013	764188	NorthWestern Energy	326.48	5020-74000-403410	805 Constitution
03/18/2013	764188	NorthWestern Energy	2,200.61	5020-74000-403410	5809 Canyon Woods Dr
03/18/2013	764188	NorthWestern Energy	155.02	5120-85000-403410	62nd St W at Ironwood
03/18/2013	764188	NorthWestern Energy	32.64	2660-67730-409200	NSP-CONWAY-ELECTRIC-FEB
03/18/2013	764201	Proforce Law Enforcement	16,689.95	7100-21330-402925	This is an order per attached quote. Please ship to Billings Police Department, Attn: Mark Balter, 220 North 27th Street, Billings, MT 59101.
03/18/2013	764204	Public Works-Administration	2,832.60	5020-75000-403680	Feb 2013 Eng Permits - Water Mains
03/18/2013	764204	Public Works-Administration	5,437.00	5050-75150-403671	Feb 2013 Eng Permits - WSRP
03/18/2013	764221	St Vincent Occupational Health	1,050.00	0100-17500-403572	Drug Tests, on-site, DOT's, Hep B Vac., Rabies Titer
03/18/2013	764221	St Vincent Occupational Health	40.00	0100-51120-403510	Drug Tests, on-site, DOT's, Hep B Vac., Rabies Titer
03/18/2013	764221	St Vincent Occupational Health	124.58	1500-21120-403510	Drug Tests, on-site, DOT's, Hep B Vac., Rabies Titer
03/18/2013	764221	St Vincent Occupational Health	455.00	1500-21710-403510	Drug Tests, on-site, DOT's, Hep B Vac., Rabies Titer

03/18/2013	764221	St Vincent Occupational Health	40.00	2110-31320-403510	Drug Tests, on-site, DOT's, Hep B Vac., Rabies Titer
03/18/2013	764221	St Vincent Occupational Health	520.00	5020-74000-403510	Drug Tests, on-site, DOT's, Hep B Vac., Rabies Titer
03/18/2013	764221	St Vincent Occupational Health	210.00	5410-31210-403510	Drug Tests, on-site, DOT's, Hep B Vac., Rabies Titer
03/18/2013	764221	St Vincent Occupational Health	420.00	5710-71420-403510	Drug Tests, on-site, DOT's, Hep B Vac., Rabies Titer
03/18/2013	764221	St Vincent Occupational Health	70.00	5710-71470-403510	Drug Tests, on-site, DOT's, Hep B Vac., Rabies Titer
03/18/2013	764221	St Vincent Occupational Health	110.00	6010-15530-403510	Drug Tests, on-site, DOT's, Hep B Vac., Rabies Titer
03/18/2013	764221	St Vincent Occupational Health	525.00	6270-17520-405160	Drug Tests, on-site, DOT's, Hep B Vac., Rabies Titer
03/18/2013	764224	Sundown Security	1,379.50	5610-71100-403581	Invoice #40325. Skycap services 2/22/13-2/28/13
03/18/2013	764224	Sundown Security	666.67	5210-15910-403970	Feb 1-28. Patrol of City Garages I,II,III.
03/18/2013	764224	Sundown Security	666.67	5210-15920-403970	Feb 1-28. Patrol of City Garages I,II,III.
03/18/2013	764224	Sundown Security	666.66	5210-15930-403970	Feb 1-28. Patrol of City Garages I,II,III.
03/18/2013	764227	Tetra Tech, Inc.	135.00	5410-31230-403590	year 2 of contract for landfill monitoring
03/18/2013	764227	Tetra Tech, Inc.	2,792.60	5410-31230-403590	year 2 of contract for landfill monitoring
03/18/2013	764229	Tire-Rama	15.00	1500-22260-402390	FLAT REPAIR/DRIVERS REAR/SCREW-BUREAU CAR #4078/SCHIENO
03/18/2013	764229	Tire-Rama	232.00	5410-31220-402390	tire repairs
03/18/2013	764229	Tire-Rama	60.00	5410-31230-402390	tire repair at landfill
03/18/2013	764229	Tire-Rama	1,264.00	5410-31220-402390	recaps from plant
03/18/2013	764229	Tire-Rama	652.62	5410-31220-402390	new tag tires for stock
03/18/2013	764229	Tire-Rama	1,264.00	5410-31220-402390	recaps from plant
03/18/2013	764229	Tire-Rama	1,264.00	5410-31220-402390	recaps from plant
03/18/2013	764229	Tire-Rama	1,896.50	5410-31220-402390	our caps repaired from plant
03/18/2013	764229	Tire-Rama	760.00	5410-31220-402390	company truck #0020 new tires 2005 chevy silverado
03/18/2013	764229	Tire-Rama	1,487.80	5410-31220-402390	new tires for stock
03/18/2013	764229	Tire-Rama	1,264.00	5410-31220-402390	recaps from plant
03/18/2013	764229	Tire-Rama	140.00	5410-31220-402390	tire repairs
03/18/2013	764229	Tire-Rama	1,264.00	5410-31220-402390	new recaps
03/18/2013	764229	Tire-Rama	1,264.00	5410-31220-402390	new recaps
03/18/2013	764229	Tire-Rama	2,213.00	5410-31220-402390	new recaps from plant
03/18/2013	764229	Tire-Rama	310.00	5410-31220-402390	tire repairs
03/18/2013	764233	Town & Country Supply Association	869.07	1500-22260-402310	102546: FIRE 5 - BLEANED DIESEL DELIVERED 1/10/2013
03/18/2013	764233	Town & Country Supply Association	596.42	1500-22260-402310	102547: FIRE 3 BLENDED DIESEL DELIVERED 1/10/2013
03/18/2013	764233	Town & Country Supply Association	517.88	1500-22260-402310	102548: FIRE 1 - UNLEADED DELIVERED 1/10/2013
03/18/2013	764233	Town & Country Supply Association	1,136.04	1500-22260-402310	102549: FIRE 1 BLENDED DIESEL FUEL DELIVERED 1/10/2013
03/18/2013	764233	Town & Country Supply Association	937.23	1500-22260-402310	102550: FIRE 2 BLENDED DIESEL FUEL DELIVERED 1/10/2013
03/18/2013	764233	Town & Country Supply Association	454.42	1500-22260-402310	102551: FIRE 6 BLENDED DIESEL FUEL DELIVERED 1/10/2013
03/18/2013	764233	Town & Country Supply Association	0.02	1500-22260-402310	DECIMAL POINT CORRECTION
03/18/2013	764233	Town & Country Supply Association	23,250.59	6010-00000-141714	102212 PO NUM 292090
03/18/2013	764233	Town & Country Supply Association	16,814.59	5610-71130-402310	Invoice #102207. Bulk pruchase of diesel for snow/ice control.
03/18/2013	764236	Tribal Forestry	8,955.00	9000-00000-229000	BD1206 - WO #10-19 - Shiloh Conservation Area Wetland Plant Procurement Bid
03/18/2013	764246	Wausau Equipment Company Inc	22,561.53	4050-71250-409695	Invoice #153192 Partial. AIP 43 Snow Plow Blade 2050 - Federal Share
03/18/2013	764246	Wausau Equipment Company Inc	2,506.84	4050-71250-409696	Invoice #153192 Partial. AIP 43 Snow Plow Blade 2050 - Local Share
03/18/2013	764251	Yellowstone County Finance Dpt	741.69	5210-00000-229161	County lot agreement. 1/2 meter collection.
03/18/2013	764251	Yellowstone County Finance Dpt	6,020.00	1500-21110-403590	Prisoner Billing for Month Ending February 2013

Regular City Council Meeting

Meeting Date: 04/08/2013

TITLE: W.O. 13-02 Miscellaneous/Developer Related - Public Hearing and Resolution Ordering Improvements

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

On March 11, 2013, Council passed a Resolution of Intent for the Miscellaneous/Developer Related improvements project and established a Public Hearing date of April 8, 2013. After conducting the Public Hearing, Council must pass a resolution ordering construction of improvements in order for the project to proceed. The project consists of curb, gutter, sidewalk, and storm drain improvements at various locations around the city. It consists of unfulfilled building permit obligations and the continuation of annual improvements that deal with tripping hazards, drainage problems, property owner requests, complaints, and other miscellaneous concrete work brought to the attention of the City Engineer's Office.

ALTERNATIVES ANALYZED

The Council may:

• Pass a resolution ordering construction of the improvements; or

• Do not pass a resolution ordering construction of the improvements. If the Council does not pass the Resolution, the property owners cannot be assessed and the work will not occur because there is no other source of funding.

FINANCIAL IMPACT

The proposed project is funded through multiple sources, including direct property assessments, for a total budgeted amount of $732,500.

Estimated Assessed Costs	$425,000
Storm Drain Funds	$52,500
Gas Tax Funds	$250,000
Water and Sewer Funds	$5,000

The Capital Improvement Plan shows this project and adequate funding is appropriated in the Fiscal Year 2013 Budget.

RECOMMENDATION

Staff recommends that Council conduct a public hearing and approve a resolution ordering construction of the improvements identified in Work Order 13-02, Miscellaneous/Developer Related.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution Ordering Improvements
Exhibit A
Exhibit B

RESOLUTION NO. 13 - _____

A RESOLUTION RELATING TO **W.O. 13-02, MISCELLANEOUS /DEVELOPER-RELATED IMPROVEMENTS**; ORDERING 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 AND ESTABLISHING COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE.

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

Section 1. Passage of Resolution of Intention. This Council, on **March 11, 2013**, adopted Resolution No**. 13-19249** (the "Resolution of Intention"), pursuant to which this Council declared its intention to order in certain sidewalks, curb, gutter and street improvements, designated as **W.O. 13-02** (the "Project") of the City, under Montana Code Annotated, Title 7, Chapter 14, Part 41, as amended, for the purpose of financing the costs of certain local improvements described generally therein (the "Improvements") and paying costs incidental thereto, including costs associated with the sale and the security of sidewalk, curb and sidewalk, curb and gutter improvement bonds drawn on the Project (the "Bonds"), the creation and administration of the Project, and the funding of a deposit to the City's Special Improvement District Revolving Fund (the "Revolving Fund").

Section 2. Notice and Public Hearing. Notice of passage of the Resolution of Intention was duly published and mailed in all respects in accordance with law, and on **April 8, 2013**, this Council conducted a public hearing on the ordering in of the Project and the making of the Improvements.

Section 3. Order. It is hereby ordered that the following improvements shall be constructed, reconstructed, repaired, or replaced:

See Exhibit "A" attached hereto.

Section 4. Affected Properties. All properties which will be required to pay any portion of the costs of the improvements identified herein are identified in Exhibit "B" attached hereto.

Section 5. Reimbursement Expenditures.

5.01. 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.

5.02. 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 provisions 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.

5.03. 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 **$425,000** after the date of payment of all or a portion of the costs of the Improvements. All reimbursed expenditures shall be capital expenditures, a cost of issuance of the Bonds or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Regulations.

5.04. 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.

5.05. 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.

Section 6. Property Owner Option to Construct Improvements. Notice of passage of this Resolution shall be mailed to all affected property owners and said owners shall have thirty (30) days from the date of said Notice in which to install the ordered improvements at their cost and expense. In the event the owners do not take said action within the said thirty (30) day period, the City will install the improvements and will assess the costs thereof, all costs of administration and engineering and all bond issuance costs against the real property.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, this 8th day of April 2013.

THE CITY OF BILLINGS:

BY _____
Thomas W. Hanel MAYOR

ATTEST:

BY _____
CITY CLERK

Exhibit A

Location of Work

WO 13-02 Miscellaneous and Developer Related

A) Sidewalk: 802 Constitution Avenue; 1406 Avenue B; 625 Avenue B; 2801 Minnesota Avenue; 223 S 27th Street; 244 Yellowstone Avenue; 215 N 23rd St; 205 N 23rd St; 510 N 29th St; 333 Moore Lane; 1007 Lewis Avenue; 1007 Lewis Avenue; 940 Park hill Drive; 1616 /1618 Virginia Lane (Duplex); 441 Beverly Hills Blvd; 2027 Virginia Lane; 2203 Virginia Lane; 2211 Virginia Lane; 2309 Virginia Lane; 2327 Virginia Lane; 430 Glee Place; 644 Cook Avenue; NW corner of 4th Avenue N & N 20th ST (135' triangle); 2005 Wyoming Avenue; 225 Yellowstone Avenue; 1817, 1808, 1812, 1836 Yellowstone Avenue; 115 6th ST W; 218 6th St W; 543 Tabriz Drive;

B) Curb and Gutter: 1804 Westwood Drive; 1947 Northridge Circle; 1131 Ave E; 1438 Avenue E; 1425 & 1429 Avenue E; 1437 Avenue E; 1441 Avenue E; 1442 Avenue E; 1702 Grand Avenue; 1200 6th Avenue N; 1265 Yellowstone Avenue; 1281 Yellowstone Avenue; 1947 Northridge Circle; 1804 Westwood Circle; 424 Glee Place; 1762 Avenue F; Both sides of Olympic Blvd from Shiloh Rd to 130' east (missing); West side of N 22nd St from Montana Avenue north to alley; 1849 Dogwood Drive; 1920 Howard Avenue;

C) Sidewalk, Curb and Gutter: 190110th St. W; 888 Sergeant At Arms; 1810 Belvedere Avenue; 162 Lexington Drive; 127 Lexington Drive; 2939 - 2943 Lewis Avenue; 1445 Avenue F; East side of N 24th St between 8th Ave N & 9th Ave N; 2227 Spruce St; 901 Parkview Drive; 407 Glee Place; 515 Glee Place; 1728 Avenue F; 1726 Avenue F; 425 Glee Place; 1645 Avenue D; 2219 Beloit Drive;

D) Sidewalk, Drive Aprons: 2146 Beloit Drive; 1725 Clark Avenue; 905 Avenue D; 1145 Broadwater Avenue; 209 Yellowstone Avenue;

E) Sidewalk, Curb and Gutter, Drive Aprons: Both sides of Avenue D from 8th St W to 9th St W; North Side of Alderson Avenue between 17th St W & 18th St W; #4 Birchwood Drive 150' south of Central Avenue; # 5 S Crestwood Drive; 2425 Custer Avenue; 2615 Cook Avenue; 1921 17TH St. W; West side of N 25th Street between 8th Avenue N & 9th Avenue N; East side Elm St between Poly Drive & Grandview Blvd; 2316 & 2320 7th Avenue N; 523 Hewitt Drive; 2010 19th St W; 2208 Beloit Drive; 1505 Lewis Avenue;

F) Sidewalk, Curb and Gutter Drive Aprons & Alley Aprons: N side of 8th Avenue N between N 24th & N 25th St; Both sides of Nimitz Drive from King Avenue E to Marshall Drive;

G) Curb and Gutter: 1947 Northridge Circle; 1804 Westwood Circle;

H) Curb and Gutter, Drive Aprons: 1943 Howard Avenue;

I) Drive Aprons: 940 Parkhill Drive; 922 S 28th St;

J) Alley Aprons: North side of 1ST Avenue N from N 29th Street to N 30th Street; South side of 2nd Avenue North from 1st Avenue N to N 29th Street; South side of 9th Ave N between N 24th & N 25th St; N side of 8th Avenue N between N 24th & N 25th St; N side of 3rd Avenue N between N 29th St & N 30th St; Behind 842 N Carlton Ave; West side of 19th St W between Parkhill Drive and Beverly Hills Blvd;

K) ADA Ramps only : 225 N 23rd St; 2320 3rd Avenue N; 302 S 36th St; 900 S 24th ST W;

Exhibit B

WO 13-02 Miscellaneous/Developer Related

Tax Code	SID #	SID Pay-off (A)	Delinquent (B)	WO 10-27-Assessment (C)	A + B + C	Market Value
A00409				$693.88	$693.88	$207,488.00
A00426				$0.00	$0.00	$331,488.00
A00431				$2,636.75	$2,636.75	$91,720.00
A00433				$2,320.57	$2,320.57	$110,510.00
A00647				$664.74	$664.74	$615,321.00
A00648				$332.36	$332.36	$245,996.00
A00648A				$332.36	$332.36	$153,491.00
A00649				$443.15	$443.15	$275,616.00
A00650				$443.15	$443.15	$334,345.00
A00651				$443.15	$443.15	$997,424.00
A00652				$443.15	$443.15	$417,481.00
A00653				$221.58	$221.58	$130,564.00
A00654				$221.58	$221.58	$130,564.00
A00655				$886.31	$886.31	$434,229.00
A00656				$886.31	$886.31	$308,357.00
A00836				$6,187.11	$6,187.11	$224,906.00
A00837				$8,949.35	$8,949.35	$332,675.00
A01059				$7,466.86	$7,466.86	$128,894.00
A01840				$1,261.48	$1,261.48	$69,080.00
A01987	2805	$2,065.49		$0.00	$2,065.49	$43,377.00
A01988				$5,054.23	$5,054.23	$40,744.00
A02139				$687.34	$687.34	$1,192,910.00
A02236				$0.00	$0.00	$66,786.00
A02237				$3,486.45	$3,486.45	$86,391.00
A02740				$801.67	$801.67	$68,986.00
A02976				$3,515.66	$3,515.66	$88,111.00
A02991				$1,500.14	$1,500.14	$101,329.00
A02994				$2,945.72	$2,945.72	$106,273.00
A03781				$4,714.90	$4,714.90	$55,658.00
A03816				$3,013.00	$3,013.00	$71,131.00
A03866				$3,050.09	$3,050.09	$77,308.00
A03872				$1,156.47	$1,156.47	$78,259.00
A03873				$2,543.86	$2,543.86	$73,893.00
A04385				$3,032.09	$3,032.09	$61,517.00
A04435				$9,637.34	$9,637.34	$80,725.00
A04549				$7,494.16	$7,494.16	$84,905.00
A04686	2701	$107.74		$3,893.08	$4,000.82	$80,145.00
A04722				$2,134.73	$2,134.73	$80,782.00
A04753				$1,051.01	$1,051.01	$87,629.00
A04777				$2,022.50	$2,022.50	$89,780.00
A04836				$3,181.00	$3,181.00	$81,287.00
A04853				$9,406.98	$9,406.98	$802,280.00
A05976				$1,833.70	$1,833.70	$72,419.00
A06302				$14,968.49	$14,968.49	$80,911.00

Exhibit B

WO 13-02 Miscellaneous/Developer Related

Tax Code	SID #	SID Pay-off (A)	Delinquent (B)	WO 10-27-Assessment (C)	A + B + C	Market Value
A06666	2902	$94.87		$2,451.13	$2,546.00	$58,290.00
A06753				$1,795.62	$1,795.62	$73,931.00
A06754				$1,795.62	$1,795.62	$70,682.00
A06807				$755.52	$755.52	$85,577.00
A06808				$777.34	$777.34	$84,888.00
A06810				$395.67	$395.67	$94,628.00
A06811				$472.76	$472.76	$86,415.00
A06832				$2,571.14	$2,571.14	$77,124.00
A07084				$2,209.40	$2,209.40	$62,040.00
A07085				$1,391.31	$1,391.31	$39,344.00
A07086				$138.42	$138.42	$37,551.00
A07087				$5,597.14	$5,597.14	$62,113.00
A07089				$581.37	$581.37	$68,238.00
A07090				$1,581.55	$1,581.55	$41,173.00
A07091				$193.79	$193.79	$27,960.00
A07092				$4,496.00	$4,496.00	$28,613.00
A07093				$1,096.74	$1,096.74	$53,475.00
A07094				$387.58	$387.58	$44,830.00
A07095				$387.58	$387.58	$66,335.00
A07096				$387.58	$387.58	$49,462.00
A07096A				$1,966.81	$1,966.81	$44,345.00
A07097				$5,327.88	$5,327.88	$43,514.00
A07098				$132.88	$132.88	$24,600.00
A07332A				$2,081.64	$2,081.64	$214,131.00
A07406				$541.92	$541.92	$122,685.00
A07407				$511.68	$511.68	$112,213.00
A07408				$511.68	$511.68	$106,631.00
A07409				$511.68	$511.68	$103,179.00
A07410				$511.68	$511.68	$101,238.00
A07411				$511.68	$511.68	$107,620.00
A07412				$511.68	$511.68	$101,262.00
A07413				$511.68	$511.68	$118,244.00
A07748	2902	$121.85		$2,327.49	$2,449.34	$87,107.00
A07751	2902	$123.23		$2,351.12	$2,474.35	$84,905.00
A07754	2902	$121.51		$858.26	$979.77	$93,325.00
A07755	2902	$87.20		$5,518.22	$5,605.42	$77,982.00
A07758				$1,772.89	$1,772.89	$79,718.00
A07760				$1,211.02	$1,211.02	$101,949.00
A07826				$621.87	$621.87	$78,895.00
A07827				$0.00	$0.00	$76,752.00
A08237				$0.00	$0.00	$100,581.00
A08238				$0.00	$0.00	$83,859.00
A08239				$536.41	$536.41	$107,898.00
A08240				$1,308.77	$1,308.77	$99,927.00

Exhibit B

WO 13-02 Miscellaneous/Developer Related

Tax Code	SID #	SID Pay-off (A)	Delinquent (B)	WO 10-27-Assessment (C)	A + B + C	Market Value
A08241				$5,567.62	$5,567.62	$87,540.00
A08282				$3,650.51	$3,650.51	$105,787.00
A08321				$5,847.80	$5,847.80	$118,564.00
A08324	2805	$328.67		$1,211.02	$1,539.69	$103,248.00
A08336				$1,246.48	$1,246.48	$63,163.00
A08338				$1,675.61	$1,675.61	$97,035.00
A08775				$0.00	$0.00	$66,895.00
A09069				$171.34	$171.34	$90,919.00
A09070				$192.14	$192.14	$76,150.00
A09071				$192.14	$192.14	$87,446.00
A09072				$192.14	$192.14	$85,838.00
A09073				$192.14	$192.14	$92,408.00
A09074				$192.14	$192.14	$90,618.00
A09075				$192.14	$192.14	$76,077.00
A09076				$209.01	$209.01	$104,131.00
A09077				$209.31	$209.31	$82,236.00
A09078				$192.14	$192.14	$84,103.00
A09079				$192.14	$192.14	$83,354.00
A09080				$192.14	$192.14	$86,191.00
A09081				$192.14	$192.14	$79,902.00
A09082				$192.14	$192.14	$80,256.00
A09083				$192.14	$192.14	$93,469.00
A09084				$6,345.79	$6,345.79	$81,584.00
A09245				$458.47	$458.47	$90,207.00
A09246				$573.09	$573.09	$85,710.00
A09247				$611.29	$611.29	$103,811.00
A09248				$573.09	$573.09	$88,844.00
A09249				$573.09	$573.09	$88,193.00
A09250				$611.29	$611.29	$98,473.00
A09251				$573.09	$573.09	$96,160.00
A09252				$592.89	$592.89	$82,685.00
A10389				$3,038.46	$3,038.46	$100,172.00
A11002	2701	$214.24		$3,032.09	$3,246.33	$77,968.00
A11022				$2,168.38	$2,168.38	$90,599.00
A11227				$770.97	$770.97	$66,446.00
A11228				$876.45	$876.45	$64,373.00
A11229				$621.87	$621.87	$59,464.00
A11230				$1,734.70	$1,734.70	$59,969.00
A11231				$3,682.22	$3,682.22	$55,973.00
A11233				$814.61	$814.61	$60,418.00
A11234				$274.93	$274.93	$69,788.00
A11236				$621.87	$621.87	$68,274.00
A11237				$2,466.05	$2,466.05	$74,806.00
A11238				$5,411.03	$5,411.03	$79,384.00

Exhibit B

WO 13-02 Miscellaneous/Developer Related

Tax Code	SID #	SID Pay-off (A)	Delinquent (B)	WO 10-27-Assessment (C)	A + B + C	Market Value
A11248				$1,548.32	$1,548.32	$435,156.00
A12643				$1,040.10	$1,040.10	$786,885.00
A12696				$2,758.55	$2,758.55	$73,745.00
A12868				$1,618.33	$1,618.33	$73,781.00
A14901				$1,349.95	$1,349.95	$64,955.00
A14902				$1,971.08	$1,971.08	$58,981.00
A14903				$1,007.37	$1,007.37	$59,577.00
A14904				$737.52	$737.52	$53,007.00
A14905				$602.60	$602.60	$65,756.00
A14959				$11.67	$11.67	$63,459.00
A14960				$8.77	$8.77	$55,696.00
A14961				$7.21	$7.21	$66,242.00
A14962				$6.22	$6.22	$52,616.00
A14963				$6.22	$6.22	$57,355.00
A14964				$6.78	$6.78	$57,097.00
A14965				$6.78	$6.78	$68,445.00
A14966				$6.22	$6.22	$64,599.00
A14967				$5.09	$5.09	$74,868.00
A14968				$6.33	$6.33	$62,435.00
A14969				$6.10	$6.10	$73,410.00
A14970				$10.17	$10.17	$77,313.00
A14972				$6.22	$6.22	$60,361.00
A14973				$6.22	$6.22	$66,948.00
A14974				$1,807.43	$1,807.43	$60,902.00
A14976				$7.91	$7.91	$67,136.00
A14977				$8.48	$8.48	$62,247.00
A14978				$7.91	$7.91	$64,394.00
A14979				$8.48	$8.48	$72,232.00
A14980				$7.91	$7.91	$63,180.00
A14981				$6.78	$6.78	$63,685.00
A14982				$6.89	$6.89	$62,694.00
A14983				$6.89	$6.89	$65,477.00
A14984				$6.89	$6.89	$63,985.00
A14985				$10.08	$10.08	$74,865.00
A15052				$1,392.85	$1,392.85	$76,190.00
A16025				$3,084.38	$3,084.38	$83,380.00
A16026				$2,825.26	$2,825.26	$111,643.00
A16028				$2,361.12	$2,361.12	$81,267.00
A16029				$732.43	$732.43	$87,170.00
A16030				$629.61	$629.61	$63,163.00
A16031				$832.36	$832.36	$67,493.00
A16033				$1,455.23	$1,455.23	$67,366.00
A16034				$732.43	$732.43	$67,506.00
A16035				$0.00	$0.00	$102,229.00

Exhibit B

WO 13-02 Miscellaneous/Developer Related

Tax Code	SID #	SID Pay-off (A)	Delinquent (B)	WO 10-27-Assessment (C)	A + B + C	Market Value
A16060				$5,155.01	$5,155.01	$75,352.00
A16158				$1,609.24	$1,609.24	$88,378.00
A16371				$4,914.99	$4,914.99	$42,284.00
A16372				$2,891.17	$2,891.17	$55,805.00
A16373				$2,086.55	$2,086.55	$62,171.00
A16374				$5,796.25	$5,796.25	$74,695.00
A16375				$984.63	$984.63	$56,590.00
A16376				$2,051.31	$2,051.31	$54,687.00
A16378				$967.37	$967.37	$52,670.00
A16381				$8,355.84	$8,355.84	$59,241.00
A16383				$984.63	$984.63	$55,937.00
A16384				$902.58	$902.58	$52,745.00
A16385				$984.63	$984.63	$46,457.00
A16386				$6,117.83	$6,117.83	$53,398.00
A16387				$1,399.33	$1,399.33	$54,237.00
A16388				$4,772.07	$4,772.07	$53,979.00
A16389				$3,026.18	$3,026.18	$50,733.00
A16390				$2,235.88	$2,235.88	$54,987.00
A16391				$4,137.98	$4,137.98	$59,503.00
A16908				$481.87	$481.87	$333,876.00
A16912				$1,586.00	$1,586.00	$86,286.00
A16927				$0.00	$0.00	$81,377.00
A17080				$2,366.03	$2,366.03	$72,661.00
A17337				$2,760.25	$2,760.25	$70,366.00
A17950				$7,053.37	$7,053.37	$123,035.00
A17960				$5,794.17	$5,794.17	$68,647.00
A17971				$2,791.17	$2,791.17	$82,571.00
A17975				$2,134.73	$2,134.73	$88,823.00
A18181				$2,495.68	$2,495.68	$103,047.00
A18292				$4,001.22	$4,001.22	$104,281.00
A18404				$1,772.89	$1,772.89	$123,693.00
A18689	2902	$109.67		$608.70	$718.37	$76,228.00
A18694				$1,900.17	$1,900.17	$82,142.00
A19228				$5,569.60	$5,569.60	$48,899.00
A19294				$0.00	$0.00	$238,919.00
A19483				$0.00	$0.00	$127,613.00
A21831				$1,024.18	$1,024.18	$112,143.00
A23922				$0.00	$0.00	$104,171.00
A23990				$2,030.19	$2,030.19	$93,942.00
A25236				$0.00	$0.00	$42,632.00
A25237				$0.00	$0.00	$47,128.00
A25238				$407.42	$407.42	$47,128.00
A25239				$407.42	$407.42	$48,285.00
A25240				$407.42	$407.42	$47,427.00

Exhibit B

WO 13-02 Miscellaneous/Developer Related

Tax Code	SID #	SID Pay-off (A)	Delinquent (B)	WO 10-27-Assessment (C)	A + B + C	Market Value
A25241				$407.42	$407.42	$47,128.00
A25242				$407.42	$407.42	$47,128.00
A25243				$407.42	$407.42	$48,770.00
A25660				$536.41	$536.41	$46,438.00
A25668				$536.41	$536.41	$46,531.00
A28359A				$2,259.30	$2,259.30	$885,715.00
A28826				$157.86	$157.86	$78,335.00
A28827				$157.86	$157.86	$91,250.00
A28828				$157.86	$157.86	$66,726.00
A28829				$157.86	$157.86	$67,361.00
A28830				$157.86	$157.86	$74,824.00
A28831				$157.86	$157.86	$70,795.00
A28832				$157.86	$157.86	$68,182.00
A28833				$157.86	$157.86	$72,399.00
A28834				$157.86	$157.86	$69,842.00
A28835				$157.86	$157.86	$72,940.00
A28836				$157.86	$157.86	$79,119.00
A28837				$157.86	$157.86	$78,484.00
A28838				$157.86	$157.86	$78,484.00
A28839				$157.86	$157.86	$78,484.00
A28840				$157.86	$157.86	$78,484.00
A28841				$157.86	$157.86	$79,361.00
A28842				$157.86	$157.86	$78,671.00
A28843				$157.86	$157.86	$78,484.00
A28844				$157.86	$157.86	$73,015.00
A28845				$157.86	$157.86	$70,663.00
A28846				$157.86	$157.86	$68,051.00
A28847				$157.86	$157.86	$68,462.00
A28848				$157.86	$157.86	$70,645.00
A28849				$157.86	$157.86	$75,704.00
A28850				$157.86	$157.86	$68,817.00
A28851				$157.86	$157.86	$68,574.00
A28852				$157.86	$157.86	$73,052.00
A28853				$157.86	$157.86	$71,653.00
A28854				$157.86	$157.86	$72,139.00
A28855				$157.86	$157.86	$69,209.00
A28856				$157.86	$157.86	$75,517.00
A28857				$157.86	$157.86	$75,591.00
A28862				$157.86	$157.86	$74,097.00
A28863				$157.86	$157.86	$70,906.00
A28864				$157.86	$157.86	$68,051.00
A28865				$157.86	$157.86	$69,041.00
A28866				$157.86	$157.86	$70,664.00
A28867				$157.86	$157.86	$75,087.00

Exhibit B

WO 13-02 Miscellaneous/Developer Related

Tax Code	SID #	SID Pay-off (A)	Delinquent (B)	WO 10-27-Assessment (C)	A + B + C	Market Value
A28868				$157.86	$157.86	$78,671.00
A28869				$157.86	$157.86	$78,671.00
A28890				$1,672.88	$1,672.88	$68,362.00
C01165				$0.00	$0.00	$93,550.00
C02145A				$1,686.52	$1,686.52	$90,731.00
C10239				$5,997.82	$5,997.82	$3,077,034.00
D01298				$4,346.30	$4,346.30	$189,373.00
D12024				$4,365.40	$4,365.40	$234,545.00
E00088				$15,109.74	$15,109.74	MRL
E00097	2805	$5,789.63		$3,240.29	$15,937.22	MRL
	2902	$6,907.30				

Regular City Council Meeting

Meeting Date: 04/08/2013

TITLE: Curb Cut Variance - CC - 13 - 02 for Foxtail Village Subdivision, Lot 1 Block 2A and Lots 1 and 2 Block 3

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

The developer of Foxtail Village Subdivision, Second Filing (Cal Kunkel) is requesting a variance from Section 1208 (h) (5) of the site development ordinance pertaining to the number of curb cuts allowed by regulations. Several lots were aggregated into two large parcels to allow for condominium development. The applicant is proposing the same number of curb cuts that would have been allowed with the original lot layout.

The applicant is proposing a total of thirty-five curb cuts; ten curb cuts for Foxtail Lane (north 1/2 Lot 1, Block 2A), twelve curb cuts for the north side of Foxtail Loop West (south 1/2 Lot 1, Block 2A), and thirteen curb cuts for the south side of Foxtail Loop West (Lot 1 & 2, Block 3). Their locations are shown on Attachment 3.

ALTERNATIVES ANALYZED

The Council may:

• Approve the variance; or
• Do not approve the variance. If this variance is denied, the owner's options to meet the requirements of the Site Development Ordinances will require redesign of the facility to meet the City Code.

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends that Council conduct a public hearing and approve curb cut variance CC -13 - 02.

APPROVED BY CITY ADMINISTRATOR

Attachments

Curb Cut Variance - CC - 13 - 02 - Foxtail Village Subdivision
Curb Cut Variance - CC - 13 - 02 - Foxtail Village Subdivision
Curb Cut Variance - CC - 13 - 02 - Foxtail Village Subdivision

ATTACHMENT " A "

APPLICATION FOR VARIANCE

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

1. Legal description of property: Blocks 2A and 3 and of Foxtail Village Subdivision, 2nd Filing
   Tax ID#A34297-A34314
2. Address (If unknown, contact the City Engineer's office) or general location: Northeast of Grand Avenue and 60th Street West
3. Owner (s): Cal Kunkel c/o Legacy Homes
   (Recorded Owner)
   3313 Stonewall Lane, Billings, MT 59102
   (Address)
   (406) 655-4646 legacy163@bresnan.net
   (Phone Number) (Email)
4. Agent (s): Sanderson Stewart
   (Name)
   1300 North Transtech Way, Billings, MT 59102
   (Address)
   (406) 656-5255 balexander@sandersonstewart.com
   (Phone Number) (Email)
5. Section of the Site Development Ordinance that this request for variance applies to: _____
   Article 6-1208(5)
6. Reason for request: See attached letter to Mr. Wayne Ware.
7. Covenants for deed restriction on the property: Yes _____ No ✓

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

Signature: C K (Recorded Owner) Date: 1-28-13

Fee: _____ Receipt #: _____ Hearing Date: _____ Application #_____

ATTACHMENT " B "

SANDERSON STEWART

January 2, 2013

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

Reference: Foxtail Subdivision, 2nd Filing Master Site Plan
Variance Request for Number of Drive Approaches
Project No. 03078.23

Dear Mr. Ware:

On behalf of our client, we are requesting a variance for the number of drive approaches for the Foxtail Village Subdivision, 2nd Filing on Foxtail Lane and Foxtail Loop West. The development is located on all lots within Blocks 2A and 3 of Foxtail Village Subdivision, 2nd Filing. Attached is an application for variance, dimensioned site exhibit, and fee of $200.00 for the variance request.

As stated in the City of Billings Municipal Code (Article 6-1208(5)), not more than two (2) driveways shall be provided to any single property tract or business establishment, except where the property frontage exceeds six-hundred (600) feet, there may be one (1) additional driveway for each additional three hundred (300) feet of frontage. The table below summarizes the number of proposed and number of allowable drive approaches.

Street and Lot/Block	No. Proposed	No. Allowable
Foxtail Lane from Block 2A	10 approaches	2 approaches
Foxtail Loop West from Block 2A	12 approaches	2 approaches
Foxtail Loop West from Block 3		
Lot 1	6 approaches	2 approaches
Lot 2	7 approaches	2 approaches

The amended preliminary plat of Block 2 of Foxtail Subdivision, 2nd Filing was conditionally approved by the City Council on April 23, 2012. The preliminary plat showed the proposed condominium unit layout. Changes from the preliminary plat layout to the proposed layout include, but are not limited to, duplex units having separate approaches instead of shared approaches. The proposed master site plan contains the same number of units originally contemplated during platting

1300 North Transtech Way
Billings, Montana 59102
Phone 406.656.5255
Fax 406.656.0967
www.sandersonstewart.com

of the amended Block 2. Block 2, as originally platted, contained 16 single-family lots, which would have consisted of 8 drive approaches on Foxtail Lane and 8 drive approaches on Foxtail Loop West. Foxtail Lane and Foxtail Loop West are residential streets with a low speed limit and traffic flows that will be typical of other residential streets; therefore, impact of the proposed drive approaches should be minimal.

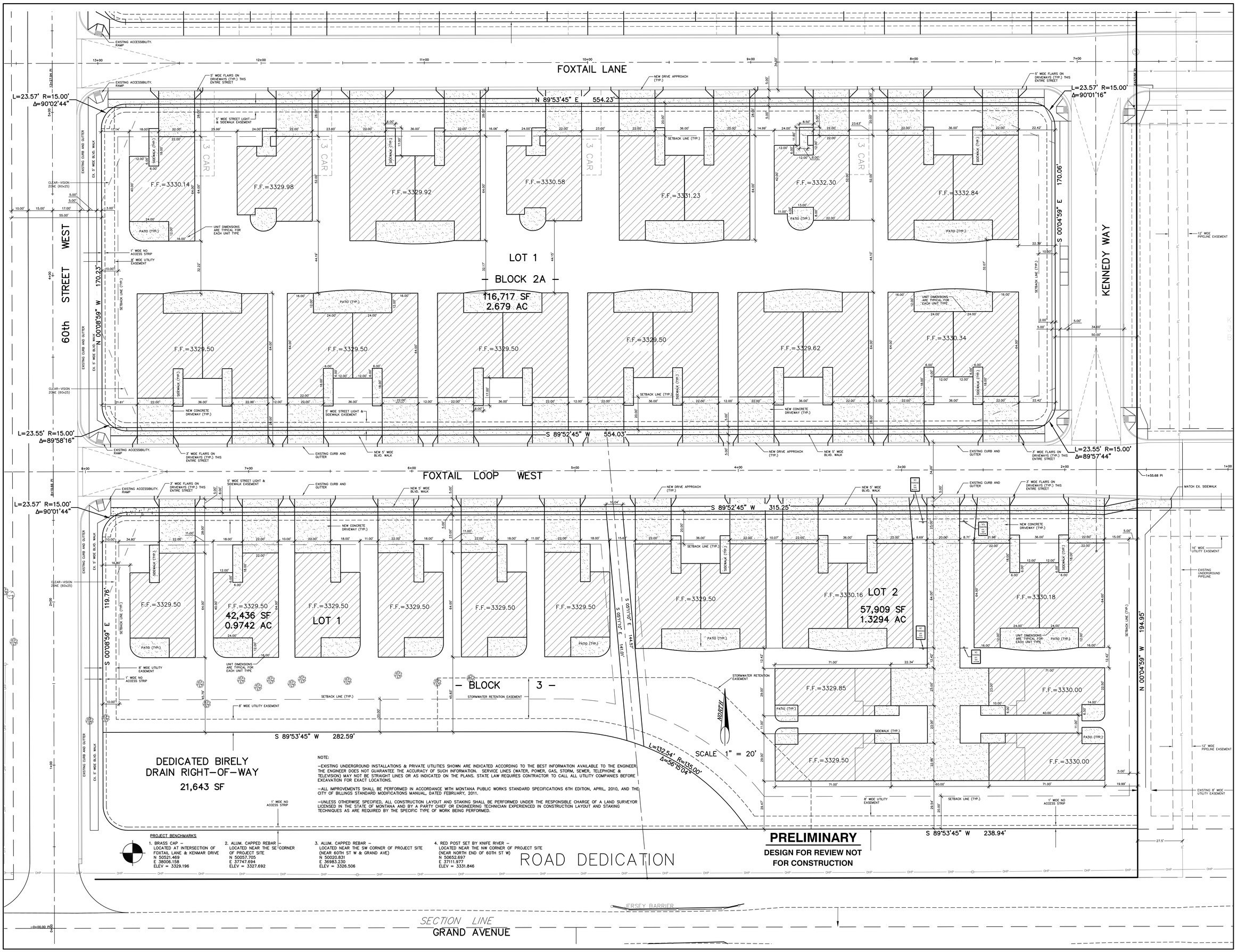
Please provide a variance application for the number of drive approaches for the Foxtail Village Subdivision, 2nd Filing to the City Council. Please feel free to contact me if you have any questions concerning this matter.

Sincerely,

Bryan S. Alexander, PE
Senior Engineer

BSA/hg
Enc.
P:03078_23_Ware_Variance_Ltr_010213

ATTACHMENT " C "



NOTE:

–EXISTING UNDERGROUND INSTALLATIONS & PRIVATE UTILITIES SHOWN ARE INDICATED ACCORDING TO THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OF SUCH INFORMATION. SERVICE LINES (WATER, POWER, GAS, STORM, SEWER, TELEPHONE & TELEVISION) MAY NOT BE STRAIGHT LINES OR AS INDICATED ON THE PLANS. STATE LAW REQUIRES CONTRACTOR TO CALL ALL UTILITY COMPANIES BEFORE EXCAVATION FOR EXACT LOCATIONS.

–ALL IMPROVEMENTS SHALL BE PERFORMED IN ACCORDANCE WITH MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS 6TH EDITION, APRIL, 2010, AND THE CITY OF BILLINGS STANDARD MODIFICATIONS MANUAL, DATED FEBRUARY, 2011.

–UNLESS OTHERWISE SPECIFIED, ALL CONSTRUCTION LAYOUT AND STAKING SHALL BE PERFORMED UNDER THE RESPONSIBLE CHARGE OF A LAND SURVEYOR LICENSED IN THE STATE OF MONTANA AND BY A PARTY CHIEF OR ENGINEERING TECHNICIAN EXPERIENCED IN CONSTRUCTION LAYOUT AND STAKING TECHNIQUES AS ARE REQUIRED BY THE SPECIFIC TYPE OF WORK BEING PERFORMED.

PRELIMINARY

DESIGN FOR REVIEW NOT FOR CONSTRUCTION

SANDERSON STEWART
www.sandersonstewart.com

FOXTAIL VILLAGE SUBDIVISION, SECOND FILING
MASTER SITE PLAN FOR LOT 1, BLOCK 2A AND LOTS 1 AND 2, BLOCK 3
SITUATED IN THE SW1/4 OF SEC. 31, T. 1 N., R. 25 E., P.M.M.
BILLINGS, MONTANA

SITE PLAN

C.A.D. BMB
DATE: 01/08/13
REVISIONS:

APPROVED BY: BSA
QUALITY ASSURANCE: TB-01/02/13

SCALE: 1"=20'
FILE: 03078_23 FOXTAIL_BASE
PROJECT NO.: 03078.23
SHEET 2 OF 4