

NOTE: SUPPORTING DOCUMENTS FOLLOW AGENDA

CITY OF BILLINGS

CITY OF BILLINGS' VISION STATEMENT:

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

REVISED AGENDA

COUNCIL CHAMBERS

August 10, 2009

6:30 P.M.

CALL TO ORDER – Mayor Tussing

PLEDGE OF ALLEGIANCE – Mayor Tussing

INVOCATION – Councilmember Ruegamer

ROLL CALL

MINUTES – July 13, 2009

COURTESIES – Fire Department Meritorious Award Presentation

PROCLAMATIONS

ADMINISTRATOR REPORTS – Tina Volek

PUBLIC COMMENT on "NON-PUBLIC HEARING" Agenda Items: 1, 2, and 3

ONLY. Speaker sign-in required. (Comments offered here are limited to 1 minute per speaker. Please sign up on the clipboard located at the podium. Comment on items listed as public hearing items will be heard **ONLY** during the designated public hearing time for each respective item.)

(NOTE: For Items not on this agenda, public comment will be taken at the end of the agenda. Please sign up on the clipboard located at the back of the room.)

CONSENT AGENDA:

1. A. Bid Awards:

(1) W.O. 03-04, Jackson Street Sidewalks. (Opened 7/28/09)
Recommend H.L. Ostermiller Construction, Inc., \$74,588.80, contingent on CTEP approval.

(2) W.O. 08-20, Contract #2, Miscellaneous Storm Drain Improvements. (Opened 7/28/09). Recommend J & J Concrete for Schedules 1 and 2, \$ 154,156.75.

(3) W.O. 09-17, 24th Street West Concrete Work. (Bids opened 6/23/09 and rejected 7/13/09) (New bids opened 7/28/09). Recommend Winkler Excavating, Inc., \$145,128.75.

B. Approval of Scheduled Airline Operating Permit with Sky West Airlines, approximately \$140,000 FY2010 revenue.

C. Signal Emergency Response Agreement with State of Montana to provide emergency work on traffic signals on State routes within the City of Billings with reimbursement based on labor, materials and equipment as specified in the agreement.

D. Memorandum of Understanding regarding Master Mechanic, 2008-2010 Agreement with IAFF Local 521.

E. Approval of Semi Annual Investment Report.

F. Approval of Quarterly Report for Pledged Collateral for First Interstate Bank Certificate of Deposit, US Bank Municipal Investor Accounts, US Bank Repurchase Account and US Bank Certificates of Deposit.

G. Subordination of Housing Rehabilitation Loan for Sheila M. Ross, \$20,000.

H. Street Closures:

(1) Billings Association of Realtors Quality of Life Run, August 22, 2009, 7 a.m. - 11 a.m., 5-mile: start on Poly Drive at Boulder Elementary, east to Virginia Lane, through Pioneer Park, north on 3rd Street West, east on Parkhill Drive, south on N. 32nd Street, finish at N. 32nd Street and Division; 2 mile: start near Rocky Mountain College on Poly Drive, east to Virginia Lane, through Pioneer Park, north on 3rd Street West, east on Parkhill Drive, south on N. 32nd Street, finish at N. 32nd Street and Division.

(2) Petapalooza Festival, October 17, 2009, 8 a.m. - 5 p.m., N. 28th from 1st Avenue N. to 3rd Avenue N, 2nd Avenue N. from N. 27th Street to N. 29th Street, N. 29th Street from 1st Avenue N. to 2nd Avenue N., and standard downtown parade route.

I. Acceptance of Donation from the Billings Mustangs for construction of a concrete deck along the 3rd base side of Dehler Park stadium, \$95,534.

J. Acceptance of Donation from ConocoPhillips to send the Commercial Code Enforcement Officer to the American Association of Code Enforcement Conference in Dallas, TX, October, 2009, \$1,400.

K. Resolution amending Resolution #09-18811 creating an Ad Hoc Council Committee on East-End Annexation Incentives.

L. **Resolution** creating an Ad Hoc Advisory Committee on arterial street light funding.

M. **Final Plat of Lenhardt Square Subdivision, 1st Filing.**

N. **Bills and Payroll**

(1) July 13, 2009

(2) July 17, 2009

(Action: approval or disapproval of Consent Agenda.)

REGULAR AGENDA:

2. **RESOLUTION CREATING SILMD 307**, Shiloh Road from Rimrock Road to Pierce Parkway. Public hearing held July 13, 2009. Action delayed to August 10, 2009. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
3. **RESOLUTION RELATING TO \$297,000 POOLED SIDEWALK BONDS, AUTHORIZING THE ISSUANCE AND CALLING FOR THE PUBLIC SALE** for financing W.O. 02-08, Milton Lane School Route Improvements and W.O. 05-02, Miscellaneous Developer-Related Improvements. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
4. **PUBLIC HEARING AND RESOLUTION TO ADOPT THE OLD TOWN NEIGHBORHOOD MASTER PLAN.** Yellowstone County Board of Planning recommends approval. (Action: approval or disapproval of Yellowstone County Board of Planning recommendation.)
5. **PUBLIC COMMENT on Non-Agenda Items -- Speaker sign-in required.** *(Restricted to ONLY items not on this printed agenda; comments limited to 3 minutes per speaker. Please sign up on the clipboard located at the back of the Council Chambers.)*

Council Initiatives

ADJOURN

(NOTE: Additional information on any of these items is available in the City Clerk's Office)

<p>Visit our Web site at: http://ci.billings.mt.us</p>



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
Monday, August 10, 2009

TITLE: Work Order 03-04, Jackson Street Sidewalks
DEPARTMENT: Public Works/Engineering
PRESENTED BY: David D. Mumford, PE, Public Works Director

PROBLEM/ISSUE STATEMENT: Bids were received and evaluated for WO 03-04, Jackson Street Sidewalks on July 28, 2009. This project is a CTEP project and will construct approximately 1250 feet of sidewalk along Jackson Street from King Avenue East to just south of Ryan Avenue.

ALTERNATIVES ANALYZED:

1. Award Work Order 03-04, Jackson Street Sidewalks, to H.L. Ostermiller Construction, Inc. in the amount of \$74,588.80; or
2. Not award Work Order 03-04, Jackson Street Sidewalks.

FINANCIAL IMPACT: Funding for Work Order 03-04, Jackson Street Sidewalks, will be provided from Gas Tax and CTEP Funds. We received four bids for this project as follows:

	<u>Total</u>
Engineer's Estimate	\$ 91,826.00
H.L. Ostermiller Construction, Inc.	\$ 74,588.80
Knife River - Billings	\$ 96,904.00
CMG Construction	\$ 99,215.00
Winkler Excavating, Inc.	\$ 99,330.00

A breakdown of the project funding sources available is listed below:

Storm Drain Funds	\$20,000
Gas Tax Funds	\$75,000
<u>CTEP Funds</u>	<u>\$55,000</u>
Funding Available	\$150,000

RECOMMENDATION

Staff recommends that Council approve the construction contract for Work Order 03-04, Jackson Street Sidewalks, with H.L. Ostermiller Construction, Inc. in the amount of \$74,588.80 contingent on approval from CTEP.

Approved By: City Administrator _____ **City Attorney** _____

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM CITY OF BILLINGS, MONTANA Monday, August 10, 2009

TITLE: W.O. 08-20, Contract #2, Miscellaneous Storm Drain Improvements – Construction Bid Award

DEPARTMENT: Public Works/Engineering

PRESENTED BY: David D. Mumford, PE, Public Works Director

PROBLEM/ISSUE STATEMENT: Bids were received and evaluated for W.O. 08-20 Miscellaneous Storm Drain Improvements on July 28, 2009. This project consists of two schedules which will be awarded to the low bid contractor for each schedule. Schedule #1 will correct the drainage problems along Olympic Boulevard and S. 38th Street West within Olympic Park Subdivision, and Schedule #2 will correct miscellaneous storm drain trouble spots located at various locations throughout town.

ALTERNATIVES ANALYZED:

1. Award W.O. 08-20, Contract #2, Schedule #1 to J & J Concrete in the amount of \$43,867.50, and award Schedule #2 to J & J Concrete in the amount of \$110,289.25; or
2. Reject bids for either or both schedules and do not award either or both schedules for W.O. 08-20, Contract #2.

FINANCIAL IMPACT: This project will be funded by Storm Drain Funds. Five bids were received for this project and are shown below:

<u>Schedule #1</u>	<u>Bids</u>	<u>Schedule #2</u>	<u>Bids</u>
Engineer's Est.	\$56,415.00	Engineer's Est.	\$128,618.00
J & J Concrete	\$43,867.50	J & J Concrete	\$110,289.25
H.L. Ostermiller	\$53,872.50	H.L. Ostermiller	\$119,880.50
CMG Construction	\$74,860.00	CMG Construction	\$127,534.00
Western Muni.	\$81,310.00	Knife River	\$184,380.00
Knife River	\$82,950.00	Western Muni.	Did Not Bid Schedule

Any remaining funds for this project shall be used for construction administration, staking, change orders, and adding additional projects to this contract. A breakdown of the project funds per the CIP is listed below:

<u>W.O. 08-20 Funding</u>	-	
Storm Drain Funds		\$ 200,000.00
Contract Amount (This Memo)		\$(154,156.75)
Remaining Funds		\$ 45,843.25

RECOMMENDATION

Staff recommends that Council award J & J Concrete's bid for both Schedules 1 and 2 for W.O. 08-20, Contract #2 in the amount totaling \$154,156.75.

Approved By: **City Administrator** ____ **City Attorney** ____

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM CITY OF BILLINGS, MONTANA Monday, August 10, 2009

TITLE: Work Order 09-17, 24th Street West Concrete Work
DEPARTMENT: Public Works/Engineering
PRESENTED BY: David D. Mumford, PE, Public Works Director

PROBLEM/ISSUE STATEMENT: Bids were received and evaluated for WO 09-17 24th St. W. Concrete Work on June 23, 2009, however all bids were rejected on July 13, 2009 and rebid on July 28, 2009. This project will construct ADA Ramps and miscellaneous concrete repairs on 24th St. W. between Central Ave. and Broadwater Ave. Per the agreement between the Department of Justice and the City Of Billings, the City is required to construct ADA ramps on all streets that have been overlaid since 1992. The ADA ramps will paid out of the funds allocated for ADA ramps, comprising of 90% of the work. The remaining concrete work will be paid out of PAVER funds.

ALTERNATIVES ANALYZED:

1. Award Work Order 09-17, 24th St. W. Concrete Work, to Winkler Excavating, Inc. in the amount of \$145,128.75; or
2. Not award Work Order 09-17, 24th St. W. Concrete Work.

FINANCIAL IMPACT: Funding for Work Order 09-17, 24th Street West Concrete Work, will be provided from Gas Tax. We received four bids for this project as follows:

	<u>Total</u>
Engineer's Estimate	\$ 161,438.00
Winkler Excavating, Inc.	\$ 145,128.75
HL Ostermiller	\$ 157,046.00
CMG Construction	\$ 188,655.00
Knife River-Billings	\$ 220,998.00

CIP Project #ENG ADA

Approved Budget FY 09	\$400,000.00
Approved Budget FY 10	\$500,000.00
Previous Encumbrances	\$333,910.00
Bid Award Amount	<u>\$145,128.75</u>
Budget Fund Balance (after this award)	\$420,961.25

RECOMMENDATION

Staff recommends that Council approve the construction contract for Work Order 09-17, 24th Street West Concrete Work, with Winkler Excavating, Inc. in the amount of \$145,128.75.

Approved By: City Administrator ____ **City Attorney** ____

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
Monday, August 10, 2009

TITLE: Airline Operating Permit with SkyWest Airlines
DEPARTMENT: Aviation and Transit
PRESENTED BY: Thomas H. Binford, A.A.E., Director of Aviation and Transit

PROBLEM/ISSUE STATEMENT: SkyWest Airlines (SkyWest) operates at Billings Logan International Airport as a Delta Airlines carrier DBA Delta Connection and as a United Airlines carrier DBA United Express. SkyWest was operating under a Scheduled Airline Operating Agreement and Terminal Building Lease that expired June 30, 2009. Due to the recent merger of Northwest Airlines with Delta Airlines, carrier arrangements at the Airport have changed effective July 1. SkyWest no longer requires leased space at the Airport and opted not to renew the Scheduled Airline Operating Agreement and Terminal Building Lease and to relinquish its leased space in the Terminal Building. However, SkyWest will still operate at the Airport, but in a reduced capacity, providing only contracted flights as Delta Connection and United Express. To ensure that specific operating requirements will continue to be met, a Scheduled Airline Operating Permit between the City of Billings and SkyWest is required. Since SkyWest is providing air transportation services for both United Airlines and Delta Airlines and will not be signing the City's Scheduled Airline Operating Agreement and Terminal Building Lease, the Operating Permit ensures that the airline follows certain operating parameters and procedures, including providing proof that the proper insurance coverage is in place. The Permit is automatically renewable for one-year periods, unless there have been no landings for three (3) months or either party chooses to cancel the Permit with 30 days written notice.

FINANCIAL IMPACT: While the return of the Terminal space from SkyWest reduces the total Terminal Building rental revenue, the Airport is able to offset these shortfalls through its ratemaking mechanism in place in the Scheduled Airline Operating Agreement and Terminal Building Lease (Lease). The Lease allows for the anticipated rental difference to be offset by an increase in the landing fee rate, so the shortfall is dispersed to all the commercial users of the Airport's runways. Therefore, the individual rental adjustments made by any of the Airlines do not significantly impact the Airport. Under the new Operating Permit, SkyWest or the airline affiliate contracting its services (i.e., Delta or United) will pay landing fees for the flights SkyWest brings to Billings. Based on past history, SkyWest should generate an estimated \$140,000 in revenues for the Airport during FY 2010.

RECOMMENDATION

Staff recommends that Council approve and the Mayor execute the Scheduled Airline Operating Permit with SkyWest Airlines.

Approved By: **City Administrator** ____ **City Attorney** ____

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
Monday, August 10, 2009

TITLE: Signal Emergency Response Agreement between the City of Billings and the State of Montana

DEPARTMENT: Public Works Department

PRESENTED BY: David D. Mumford, P.E., Public Works Director

PROBLEM / ISSUE STATEMENT: A maintenance contract with the state was approved by the City Council on July 13, 2009 for the state routes in the City Of Billings. This agreement did not include the signal maintenance, striping, and sign replacement duties for those routes. This agreement allows public works staff to provide emergency work on the traffic signals for the state on the routes specified within the agreement and to be compensated for that work. The state will perform routine maintenance on the signals on these routes.

ALTERNATIVES ANALYZED:

1. Approve the Signal Emergency Response Agreement (term is from July 1, 2009, through June 30, 2010)
2. The State would be required to perform emergency signal work on their routes within the Billings city limits

FINANCIAL IMPACT: The State of Montana will reimburse the City of Billings for this work based on labor, materials and equipment as specified in the agreement.

RECOMMENDATION

Staff recommends that the City Council approve the Signal Emergency Response Agreement between the City of Billings and the State of Montana.

Approved By: **City Administrator** _____ **City Attorney** _____

ATTACHMENT:

A. Signal Emergency Response Agreement between Billings and the State of Montana

SIGNAL EMERGENCY RESPONSE AGREEMENT

This agreement is between the City of Billings (City) and the Montana Department of Transportation (MDT) to define the signal emergency response responsibilities of the City and MDT in accordance with State Law which allows MDT to enter into an agreement with local governments to provide emergency response on state routes with provision for full reimbursement. The term of this agreement shall be for one year beginning July 1, 2009.

LIMITS OF AGREEMENT: The listing of streets and intersections attached as Appendix A is a full and complete listing of areas covered by this agreement. Unless otherwise defined, that list includes all intersections along the route, and shall include all of the street right-of-way. During the term of this agreement, additional areas may be added by written agreement of the parties.

SCOPE OF AGREEMENT: This agreement covers all activities ordinarily associated with emergency response signal maintenance.

ITEMS COVERED: Payment to the City for this agreement shall be for the following:

- A) MDT will continue to provide power for signals presently billed to MDT by Northwestern Energy (Utility)
- B) City will provide all emergency response necessary for the Signal System, MDT will reimburse City in accordance with Appendix B for the proper emergency response of the Signal System. At MDT's option, Signal materials and parts will be provided by MDT or MDT will reimburse the City on an actual cost basis. This will be in addition to the payment detailed in Appendix B.
- C) For purposes of this agreement, the Signal System includes all items covered Part IV-of the Manual on Uniform Traffic Control Devices, dated 1988 with revisions thereto.
- D) Street lighting facilities, except as specifically noted, on these routes are not covered by this Agreement and will remain the responsibility of MDT.
- E) The City will assist MDT in locating underground electrical lines for the Signal System; MDT will reimburse City in accordance with Appendix B.

COSTS: The costs associated with this agreement shall be shown in Appendix B and shall be paid to the City on a monthly basis based on the reimbursement breakdown shown in Appendix B.

RECORDS: The labor, equipment and materials used under this agreement shall be assigned a special budget category by the City. No recordkeeping shall be attempted to break contractual costs against individual streets that are covered in this agreement. All City records concerning this project are open for review and/or audit by representatives of MDT or the Legislative Auditor at any reasonable time.

PAYMENT: The City shall submit a monthly billing and a narrative summary of the work done in the preceding month on or before the 10th of the current month. MDT agrees to make payment within 20 calendar days of receipt of the billings.

TERMINATION: This agreement may be terminated upon sixty (60) days written notice, delivered by certified mail, return receipt requested, by either party. Upon service of such notice, MDT is liable only for work completed as of the date of the notice.

QUARTERLY MEETING: There shall, as a minimum, be one meeting per calendar quarter to assess the effectiveness of this program and to ensure that budgeting restraints are met. Either party to this agreement may have any staff present.

COMPENSATED DAMAGES: It is understood that any damages caused by third parties that can be collected from third parties will be repaired by the City, and a billing for these repairs shall be sent to MDT along with any documentation which the City has available to help MDT in making the collection. MDT shall pay the City for these repairs on an actual documented cost. Payment under this provision shall be in addition to the payment detailed in Appendix B.

PRIORITIES FOR CONSTRUCTION OR RECONSTRUCTION: City will rate all potential improvements using a uniform set of criteria. No special or different criteria will be used on the streets covered in this Agreement.

CONTROLS OF ACCESS AND UTILITIES: The control of access and utilities within these streets remains with MDT.

HOLD HARMLESS/INDEMNIFICATION: The State agrees to hold harmless and/or indemnify the City for damages resulting from the construction or design done by the State of the streets and areas covered by this Agreement. This hold harmless /indemnification clause shall not cover damages which are caused either directly or indirectly by the work done by the City pursuant to this agreement. The City will defend, protect, indemnify and hold harmless the State, its elected and appointed officials, and MDT from any and all claims, losses, damage or causes of action arising from or due to, or allegedly arising from or due to the acts, omissions or manner of performance of any of the services or duties under this agreement to be performed by the City or its contractor or subcontractor, including any claims by employees or third persons, except that the City is not responsible for any liability arising from the negligence of MDT.

LAW AND VENUE: This agreement is governed by the laws of Montana. The parties agree that, in the event of any dispute concerning this agreement, any litigation must be brought in the First Judicial District, in and for Lewis & Clark County.

CIVIL RIGHTS COMPLIANCE: City must comply with all applicable Federal and State laws including, but not limited to, prevailing wage laws and those laws referred to in the two-page notice attached hereto, which is made a part of this agreement by its reference.

ENTIRE AGREEMENT: This document, with its appendixes and the notice, contains the entire agreement between the parties, and no statements, promises or inducements made by either party or its agents which in any way modifies, alters or changes the contents of this document is binding. Any subsequent modification must be done by a separate written document.

RESPONSE PROCEDURE: City will respond to emergency signal work based on contacts received from the public to the city and on emergency work deemed necessary by city staff without first contacting MDT for approval for that work. City will also respond to emergency signal work based on contact from MDT.

IN WITNESS THEREOF, the parties hereto caused this agreement to be executed in duplicate by their duly authorized officers.

STATE OF MONTANA
DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
District Administrator

Approved as to Legal Content: _____
MDT Legal Services

CITY OF

By: _____ Date: _____

ATTEST:

Enclosures:

NONDISCRIMINATION NOTICE

APPENDIX A Location of Traffic Signals/flashers covered by this agreement.

APPENDIX B Reimbursement Breakdown.

NON-DISCRIMINATION NOTICE

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

A) **COMPLIANCE WITH TITL 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, 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 provision 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 actions with respect to any subcontracts 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.”**
- (3) All video recordings produced and created under contract and/or agreement will be closed captioned.

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

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

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

APPENDIX “A”- Location of Traffic Signals/flashers covered by this agreement

STATE-OWNED TRAFFIC SIGNALS AND FLASHERS ON THE FOLLOWING ROUTES:

- A. Laurel Road from the east side of Parkway Lane to the west abutment of the 6th Street West Overpass.
- B. Montana Avenue from the west abutment of the 6th Street West Overpass to Division Street, specifically excluding any structural repair, deck repair, or railing repair.
- C. Division Street from Montana Avenue to 1st Avenue North.
- D. 1st Avenue North from Main Street to Division Street.
- E. All of the streets constructed in conjunction with the 6th Street West Overpass excluding specifically the structural portion of this project.
- F. 1st Avenue South - Minnesota connection from 6th Street West Overpass through the North 13th Street Overpass to 1st Avenue North.
- G. North 13th from 1st Avenue North to 4th Avenue North.
- H. 4th Avenue North from North 13th Street to Main Street.
- I. Intersection of 1st Avenue North, Main Street, and Highway 87 East to 500' east on 87 East to the overhead sign.
- J. Main Street from 1st Avenue North to the southwest side of the Roundup Road turnoff.
- K. North and South 27th Street from the north ROW of Belknap Avenue to 100' west of the last merge lane on the Airport intersection, excluding the bridge over the BBWA Canal.
- L. King Avenue from 24th Street West to Daniel Street.
- M. On the 13th and 6th Street West Underpass, the maintenance by the City will include the roadway surface and the storm drainage system.
- N. The traffic signals located at the intersection of the North Frontage Road and U.S. 87E near the Lockwood Interchange and the two signals at the ramps of the Lockwood Interchange.
- O. The flasher at Main, Roundup Road and Bench Boulevard.
- P. The traffic signals located on South Billings Boulevard at King Avenue and on the ramp to the Interchange.
- Q. The traffic signals located on the King Avenue Interchange.
- R. MDT's designated portion of State Secondary 318.
- S. Traffic signals at the Mallowney Road and Midland Road
- T. Traffic signals at Zoo Drive and Gabel Road
- U. Traffic signals at Johnson Lane and I-90

APPENDIX "B" - Reimbursement Breakdown.

1. Labor – Salary plus 37% Payroll Additive
2. Materials – Actual invoice cost
3. Overhead – Overhead percentage of 14% applied to Labor & Materials

Equipment

1. Service/Bucket truck - \$64/hour
2. Conflict Monitor - \$150 per test
3. Compressor - \$24/hour

Other Equipment charged at prevailing local rental rates.

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
Monday, August 10, 2009

TITLE: Ratify Memorandum of Understanding on Fire Master Mechanic
DEPARTMENT: City Administrator's Office & Fire Department
PRESENTED BY: Tina Volek, City Administrator

PROBLEM/ISSUE STATEMENT: The Fire Department has maintained its own equipment for many years in a specially-equipped shop at Fire Station No. 5, using a Master Mechanic selected by a process outlined in the contract with International Association of Fire Fighters (IAFF) Local 521. The previous Master Mechanic retired in December and Fire Department had trouble recruiting a qualified candidate for the position. Eventually, an employee who had not applied for the position had to be appointed, which resulted in a grievance. Following July 22 mediation, it was tentatively agreed to remove the Master Mechanic from the IAFF contract. Members of Local 521 will no longer perform maintenance or repair of Fire Department vehicles or equipment while on duty, other than regular apparatus checks. A memorandum of understanding on the issue has been ratified by Local 521 and now needs to be considered for ratification by the City Council.

ALTERNATIVES ANALYZED:

- Ratify the Memorandum of Understanding, which would remove any reference to the Master Mechanic from the contract. IAFF members will not longer perform any maintenance or repair on Fire Department equipment or vehicles while on duty, other than regular apparatus checks;
- Do not ratify the Memorandum of Understanding, which would result in continued negotiation of the issue with IAFF Local 521.

FINANCIAL IMPACT: The Master Mechanic's position is paid at a Battalion Chief's level, costing between \$80,000 and \$95,000 a year for wages and benefits, depending on the seniority of the incumbent. Hiring two Teamster mechanic positions would cost between \$94,000 and \$120,000 a year for wages and benefits, depending on the seniority of those hired. A budget amendment for any difference in funding would be submitted once hiring has taken place.

RECOMMENDATION

Staff recommends that Council ratify a Memorandum of Understanding, which would remove any reference to the Master Mechanic in the 2008-2010 Agreement with IAFF Local 521, and result in no Local 521 members performing maintenance or repairs on Fire Department vehicles or equipment while on duty, other than regular apparatus checks.

Approved By: **City Administrator** ____ **City Attorney** ____

ATTACHMENTS:

A: Memorandum of Understanding – Forfeiture of Vehicle & Equipment Maintenance Work

INTRODUCTION: As the result of a grievance, the City and IAFF Local 521 tentatively have agreed to a Memorandum of Understanding that would eliminate the Master Mechanic position from the contract. This means no member of the local would perform maintenance or repair of Fire Department vehicles or equipment while on duty, although the members will perform regular apparatus checks. The Fire Department instead would hire two mechanics at Teamsters wages to maintain the equipment. The department has 37 pieces of equipment that run about 200,000 miles per year, creating a work load more than one individual can handle.

BACKGROUND: The 2008-2010 Agreement between the City and IAFF Local 521 was approved by the City Council on March 9, 2009. Both the current and previous contracts call for up to three candidates for a Fire Master Mechanic to be evaluated by a promotional board consisting of three members appointed by the Fire Chief and three members appointed by Local 521. The Fire Chief must select a Master Mechanic from the list of three candidates. If the promotional board is unable to develop a list of no less than three candidates after two advertisements, the Fire Chief has the right to promote a qualified member of the Fire Department who meets all the qualifications for the job. The Master Mechanic does emergency and routine repairs, parts ordering, parts running and scheduling of equipment maintenance.

When the previous Master Mechanic retired in December 2008, only one candidate applied for the position, and that individual subsequently declined the appointment. After a second, unsuccessful recruitment, the Fire Chief appointed a fire fighter who had not applied for the position, based on the recommendation of the previous Master Mechanic. The majority of the maintenance and repair work in the department was being sent to outside vendors.

Local 521 grieved the appointment in January 2009. The grievance was denied, and mediation began in March and concluded in July 2009 with a tentative Memorandum of Understanding.

ALTERNATIVES: Due to increased equipment specialization and perceived stress in the position, it seems unlikely that the Fire Department could recruit a qualified Master Mechanic from within its ranks. Several options, including sending the work to outside vendors or the Motor Pool, were examined. Amending the contract through a Memorandum of Understanding and hiring two Teamsters to perform the work at the existing Fire Department shop was determined to be the most cost-effective answer to the situation. If the Memorandum of Understanding is not ratified, the grievance will be returned to negotiations.

RECOMMENDATION

Staff recommends that Council ratify a Memorandum of Understanding, which would remove any reference to the Master Mechanic in the 2008-10 Agreement with IAFF Local 521, and result in no fire fighters performing maintenance or repairs on Fire Department vehicles or equipment while on duty.

ATTACHMENTS

A – Memorandum of Understanding—Forfeiture of Vehicle & Equipment Maintenance Work

MEMORANDUM OF UNDERSTANDING

The City of Billings and Local 521 International Association of Fire Fighters do enter into a Memorandum of Understanding as outlined hereto;

FORFEITURE OF VEHICLE AND EQUIPMENT MAINTENANCE WORK

- A. All references to the 'Master Mechanic' in the Collective Bargaining Agreement shall be null and void as of August 29, 2009.
- B. Members of IAFF Local 521 shall no longer perform maintenance or repair of any Fire Department vehicles or equipment while on duty. This shall include but is not limited to; Fire Department apparatus, fleet vehicles, small engines, mobile radios, emergency lighting and electrical systems, apparatus buildup, retrofit or fabrication of new or existing apparatus and equipment, lubrication and maintenance of aerial devices, annual pump testing, station generators and compressors.
- C. Local 521 agrees to perform daily, weekly and monthly apparatus checks consistent with current check sheets as of this date excluding the lubrication of aerial apparatus waterway and ladder.
- D. In the event either party fails to achieve ratification, both parties hereby agree to continue negotiations.
- E. The terms of this document shall be incorporated into the next collective bargaining agreement.

 7/22/09	 7-22-09
CITY OF BILLINGS	INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 521

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
Monday, August 10, 2009

TITLE: Semi Annual Investment Report
 DEPARTMENT: Administration-Finance Division
 PRESENTED BY: Patrick M. Weber, Financial Services Manager

PROBLEM/ISSUE STATEMENT: The City of Billings Investment Policy states the Finance Division shall submit semi-annually, an investment report describing the portfolio in terms of type, interest rate, and maturity date. In addition, the investment policy requires the funds average maturity may not exceed 397 days.

On June 30, 2009 the City had the following amounts invested:

US Bank Municipal Investor	\$	11,133,169
Montana State Short Term Investment Pool	\$	6,220
U.S. government and U.S. agency obligations	\$	61,515,000
Certificates of deposits	\$	18,260,000
Repurchase Agreements	\$	16,684,869
 Total Investments	 \$	 107,599,258
 Funds Average Days to Maturity		 393 Days
 Effective Rate of Return		 1.70%

RECOMMENDATION

Staff recommends that Council approve the Semi-Annual Investment Report.

Approved By: City Administrator _____ City Attorney _____

ATTACHMENT- Portfolio Summary



City of Billings, MT
Portfolio Management
Portfolio Summary
June 30, 2009

210 N
Bill

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 365 Equiv.
Certificates of Deposit - Bank	18,280,000.00	18,280,000.00	18,280,000.00	20.09	417	178	2.509
Federal Agency Coupon Securities	61,500,000.00	61,858,670.00	61,506,137.40	67.65	867	528	1.646
Treasury Coupon Securities	15,000.00	15,258.95	15,000.00	0.02	2,405	108	6.165
STIP	8,219.83	8,219.83	8,219.83	0.01	1	1	1.841
MIA	11,133,169.26	11,133,169.26	11,133,169.26	12.24	1	1	0.030
	<u>90,914,389.09</u>	<u>91,073,319.04</u>	<u>90,920,526.49</u>	<u>100.00%</u>	<u>535</u>	<u>393</u>	<u>1.619</u>

Investments

Cash and Accrued Interest

Accrued Interest at Purchase

10,117.50

10,117.50

Ending Accrued Interest

655,484.53

655,484.53

Subtotal

665,602.03

665,602.03

90,914,389.09

91,738,921.07

91,586,128.52

535

393

1.619

Total Cash and Investments Value

Total Earnings

June 30 Month Ending

Current Year

Average Daily Balance

88,459,612.00

Effective Rate of Return

1.70%

This is in accordance with the City Investment Policy

[Signature]

7/21/09

Patrick M Weber, Financial Services Manager

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
Monday, August 10, 2009

TITLE: Quarterly Report for Pledged Collateral for First Interstate Bank Certificate of Deposit, US Bank Municipal Investor Accounts, US Bank Repurchase Account, and US Bank Certificates of Deposit

DEPARTMENT: Administration-Finance Division

PRESENTED BY: Patrick M. Weber, Financial Services Manager

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

On June 30, 2009, the City had a certificate of deposit at First Interstate Bank for \$1,500,000; also \$11,133,169 invested in the U.S. Bank Municipal Investor Accounts; and \$16,684,869 in the US Bank Repurchase Account. The City has \$16,760,000 in four certificates of deposit at US Bank, Billings.

Because First Interstate Bank and US Bank's net worth ratios to total assets ratio are over 6%, the City is required to have a minimum of 50% of the deposits covered by pledged securities. First Interstate Bank has collateralized the City's deposits with 100% in pledged securities. US Bank has collateralized the City's Municipal Investor Account and four certificates of deposit with 131% in pledged securities. The Repurchase Account is collateralized with 102% in pledged securities.

RECOMMENDATION

Staff recommends that Council approve securities pledged by First Interstate Bank and US Bank as collateral for their respective certificates of deposit, MIA, and repurchase account.

Approved By: City Administrator _____ City Attorney _____



CITY COUNCIL AGENDA ITEM

CITY OF BILLINGS, MONTANA

Monday, August 10, 2009

SUBJECT: Subordination of Housing Rehab Loan
DEPARTMENT: Planning and Community Services – Community Development Div.
PRESENTED BY: Lynda Woods, Community Development Grants Coord.

PROBLEM/ISSUE STATEMENT: Sheila M. Ross qualified for and received a Housing Rehabilitation Deferred Loan for \$20,000 in February 2008. The loan does not have to be repaid as long as Ms. Ross 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. Ross requested the City subordinate its lien to a new first mortgage and will follow the City's subordination policy, which requires a 0% payback of the Rehabilitation Loan.

ALTERNATIVES ANALYZED: 1) Approve the subordination request to subordinate \$20,000 interest in the property in a second position to a new first mortgage; 2) Do not approve the subordination request which could result in the homeowner not being able to refinance in order to benefit from the current low interest rates.

FINANCIAL IMPACT: Staff recommends that the City subordinate \$20,000 of its interest to a new first mortgage from First Interstate Bank not to exceed \$65,000.00 that will refinance existing debt on the property and includes \$5,000 payoff for an existing First Time Homebuyer Loan. The property appraised at \$123,000. The City will retain its \$20,000 interest in the property in second position, and the City is still protected by the current value of the home.

RECOMMENDATION

Staff recommends that Council subordinate the City's lien securing a \$20,000 CDBG Housing Rehabilitation Deferred Loan to Sheila M. Ross, 313 Prospectors Lane.

Approved By: City Administrator ____ City Attorney ____

ATTACHMENTS: Subordination Agreement
 A. Subordination Agreement (2)

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 February 27, 2007 executed by Sheila M. Ross as Grantor, and the City Attorney, Brent Brooks, as trustee, recorded March 26, 2007 under Document 3415380 in the records of the Clerk and Recorder for Yellowstone County, Montana, which was made to secure an indebtedness of \$16,711.00, and modified by an Agreement of Modification dated August 20, 2007 executed by Sheila M. Ross as Grantor, and the City Attorney, Brent Brooks, as trustee, recorded November 28, 2007 under Document 3446663 the records of the Clerk and Recorder for Yellowstone County, Montana, increasing the principal balance of the promissory note to \$20,000.00

DO HEREBY SUBORDINATE the lien of said Trust Indenture and Agreement of Modification to the lien and obligation of a Trust Indenture wherein First Interstate Bank is named as Beneficiary, Sheila M. Ross is Grantor, and William Lambert, Esq. is Trustee, dated _____, recorded in book _____, page _____, under document number _____, Yellowstone County Montana.

The intent of the undersigned is to subordinate the first above described Trust Indenture and Modification of Agreement to the new lien not to exceed \$65,000.00 ONLY as it is related to the below described real property; and to retain the priority position of the first above described Trust Indenture and Modification of Agreement as to all other real property described herein; to wit:

Lot 4D, Block 1-B, of Amended Plat of Lots 1 thru 8 of Block 1-B and Lots 6, 7, 12, & 13 of Block 1-A of the Amended Plat of Lot 1, Block 1, Eagles Nest Subdivision, 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 #1167979

TOGETHER with an easement for a party wall over the West 8 inches of Lot 5A and the East 8 inches of Lot 4C and reserving an easement for a party wall over the West 8 inches and the East 8 inches of Lot 4D, of said Block 1-B.

IN WITNESS WHEREOF, this instrument has been executed this _____ day of _____ 2009.

CITY OF BILLINGS

By: _____, Mayor

ATTEST: _____, City Clerk

ACKNOWLEDGEMENT

STATE OF MONTANA)

: ss.

County of Yellowstone)

On this _____ day of _____, 2009, before me, a Notary Public for the State of Montana, personally appeared RON TUSSING 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.

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

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
Monday, August 10, 2009

TITLE: Billings Association of Realtors Quality of Life Run
DEPARTMENT: Public Works Department-Engineering Division
PRESENTED BY: David D. Mumford, P.E., Public Works Director

PROBLEM/ISSUE STATEMENT: The Billings Association of Realtors requests partial street closures on Saturday, August 22, 2009, from 7:00 am to 11:00 am for their 2-mile and 5-mile run. The 5-mile begins at Boulder Elementary while the 2-mile starts near Rocky Mountain College. The racing path will be down Poly Drive to Virginia-through the Pioneer Park area and ending at the Transwestern Parking Lot – all will be marked with orange cones, but will not obstruct traffic.

Recommended conditions of approval include Billings Association of Realtors:

1. Notifying all emergency facilities, bus lines and media at least two weeks in advance of the event
2. Provide a certificate of insurance with required liability amounts naming the City of Billings as additional insured
3. Have traffic directors properly attired in orange vests or bright colored shirts
4. Provide and install adequate traffic barricades and signs directing motorists around closure and remove barricades during the duration of run.
5. Clean area to be used and provide and empty waste cans

ALTERNATIVES ANALYZED:

1. Approve request to close streets for the event.
2. Deny the street closures.

FINANCIAL IMPACT: There are no costs to the city other than administrative time to process the application. Police, traffic control and litter removal for are to be paid for by the Billings Association of Realtors.

RECOMMENDATION

Staff recommends that Council approve the temporary street closures for the Billings Association of Realtors 2 and 5 Mile Run on Saturday, August 22, 2009.

Approved By: **City Administrator** _____ **City Attorney** _____

ATTACHMENTS

- A. Right of Way Special Activity Permit Application
- B. Course/Barricade map
- C. Certificates of insurance
- D. Cleanup Plan Information



City of Billings
RIGHT-OF-WAY ACTIVITY
PERMIT

Please check the type of activity you are applying for:

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

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

PERSON MAKING APPLICATION Amber Sundsted

ORGANIZATION MAKING APPLICATION Billings Association of Realtors

PHONE 406.248.7145

ADDRESS 1643 Lewis Ave, Ste 12 Billings, MT 59102

EMAIL ADDRESS Amber@billings.org

APPROXIMATE TIME EVENT WILL:

Assemble 7:00 a.m. Start 8 a.m. Disband 11 a.m.

DATE OF EVENT Saturday, August 22, 2009

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

The Quality of Life Run benefits non-profits that improve quality of life in our community. This year's proceeds benefit Special K Ranch. The run includes a 5-mile and 2-mile event and will attract approximately 450 participants.

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

The run will have two starting locations - one atop the Rims and one at the base of the Rims. The run then winds through the Pioneer Park area and ends in the Central Business District at the Transwestern parking lot.

BLOCK PARTY STREET LOCATION (IF APPLICABLE):

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

Volunteers from the Association provide cleanup at the start points, race route and finish line. Cones and barricades also are promptly removed from the race route. (Cleanup plan attached)

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

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

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

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

COORDINATOR OF EVENTS AT WHICH ALCOHOL WILL BE CONSUMED IN PUBLIC RIGHT-OF-WAY ARE REQUIRED TO OBTAIN AN OPEN-CONTAINER PERMIT FROM THE POLICE DEPARTMENT

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

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

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

APPLICANT SIGNATURE ASyndsted DATE July 14, 2009
APPLICATION APPROVED _____ DATE _____
APPLICATION DENIED _____ DATE _____

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

FOR CITY USE ONLY

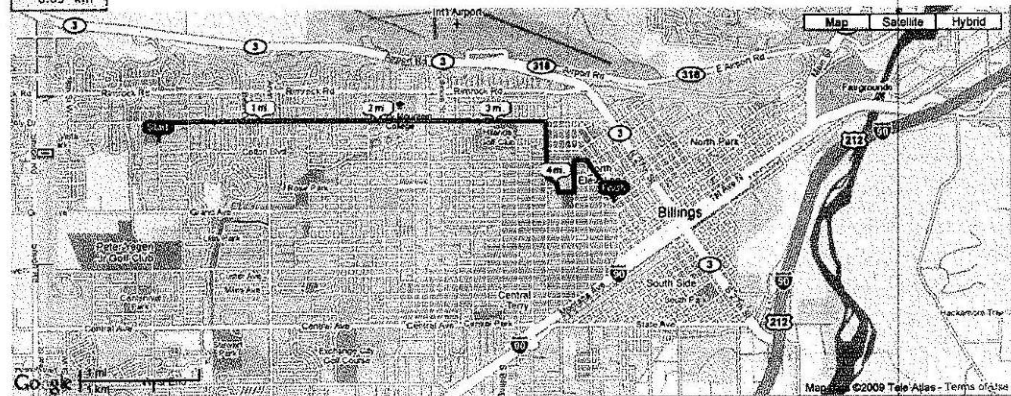
FEE: _____
APPLICANT NOTIFIED BY: _____
DATE: _____

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



Create a New Route

Distance:
 5.00 miles
 8.05 km



Elevation Profile

0 20 40 60 80 100 120 140 160 180 200 220 240 260 280 300 320 340 360 380 400 420 440 460 480 500 520 540 560 580 600 620 640 660 680 700 720 740 760 780 800 820 840 860 880 900 920 940 960 980 1000 1020 1040 1060 1080 1100 1120 1140 1160 1180 1200 1220 1240 1260 1280 1300 1320 1340 1360 1380 1400 1420 1440 1460 1480 1500 1520 1540 1560 1580 1600 1620 1640 1660 1680 1700 1720 1740 1760 1780 1800 1820 1840 1860 1880 1900 1920 1940 1960 1980 2000 2020 2040 2060 2080 2100 2120 2140 2160 2180 2200 2220 2240 2260 2280 2300 2320 2340 2360 2380 2400 2420 2440 2460 2480 2500 2520 2540 2560 2580 2600 2620 2640 2660 2680 2700 2720 2740 2760 2780 2800 2820 2840 2860 2880 2900 2920 2940 2960 2980 3000 3020 3040 3060 3080 3100 3120 3140 3160 3180 3200 3220 3240 3260 3280 3300 3320 3340 3360 3380 3400 3420 3440 3460 3480 3500 3520 3540 3560 3580 3600 3620 3640 3660 3680 3700 3720 3740 3760 3780 3800 3820 3840 3860 3880 3900 3920 3940 3960 3980 4000 4020 4040 4060 4080 4100 4120 4140 4160 4180 4200 4220 4240 4260 4280 4300 4320 4340 4360 4380 4400 4420 4440 4460 4480 4500 4520 4540 4560 4580 4600 4620 4640 4660 4680 4700 4720 4740 4760 4780 4800 4820 4840 4860 4880 4900 4920 4940 4960 4980 5000 5020 5040 5060 5080 5100 5120 5140 5160 5180 5200 5220 5240 5260 5280 5300 5320 5340 5360 5380 5400 5420 5440 5460 5480 5500 5520 5540 5560 5580 5600 5620 5640 5660 5680 5700 5720 5740 5760 5780 5800 5820 5840 5860 5880 5900 5920 5940 5960 5980 6000 6020 6040 6060 6080 6100 6120 6140 6160 6180 6200 6220 6240 6260 6280 6300 6320 6340 6360 6380 6400 6420 6440 6460 6480 6500 6520 6540 6560 6580 6600 6620 6640 6660 6680 6700 6720 6740 6760 6780 6800 6820 6840 6860 6880 6900 6920 6940 6960 6980 7000 7020 7040 7060 7080 7100 7120 7140 7160 7180 7200 7220 7240 7260 7280 7300 7320 7340 7360 7380 7400 7420 7440 7460 7480 7500 7520 7540 7560 7580 7600 7620 7640 7660 7680 7700 7720 7740 7760 7780 7800 7820 7840 7860 7880 7900 7920 7940 7960 7980 8000 8020 8040 8060 8080 8100 8120 8140 8160 8180 8200 8220 8240 8260 8280 8300 8320 8340 8360 8380 8400 8420 8440 8460 8480 8500 8520 8540 8560 8580 8600 8620 8640 8660 8680 8700 8720 8740 8760 8780 8800 8820 8840 8860 8880 8900 8920 8940 8960 8980 9000 9020 9040 9060 9080 9100 9120 9140 9160 9180 9200 9220 9240 9260 9280 9300 9320 9340 9360 9380 9400 9420 9440 9460 9480 9500 9520 9540 9560 9580 9600 9620 9640 9660 9680 9700 9720 9740 9760 9780 9800 9820 9840 9860 9880 9900 9920 9940 9960 9980 10000

Total climb: 0 feet / 0 m
 Total elevation change: 0 feet / 0 m

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/11/2009PRODUCER (260) 467-5690 FAX: (260) 467-5651
STAR Insurance - Fort Wayne Office
2130 East DuPont RoadTHIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Fort Wayne IN 46825

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

ROAD RUNNERS CLUB OF AMERICA/2009
AND ITS MEMBER CLUBS
6434 POUND APPLE COURT
COLUMBIA MD 21045

INSURER A: NATIONAL CASUALTY COMPANY

11991

INSURER B: NATIONWIDE LIFE

66869

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	KRO00000000172601	12/31/2008	12/31/2009	MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> LEGAL LIAB. TO PART.		12:01 A.M.	12:01 A.M.	PERSONAL & ADV INJURY \$ 1,000,000
	\$1,000,000				GENERAL AGGREGATE \$ NONE
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COM/PROP AGG \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO	KRO00000000172601	12/31/2008	12/31/2009	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS		12:01 A.M.	12:01 A.M.	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG \$
	EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC-STATU- TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N			OTH- ER
	If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$
B	OTHER EXCESS ACCIDENT & MEDICAL	SPX0000003566300	12/31/2008	12/31/2009	E.L. DISEASE - EA EMPLOYEE \$
			12:01 A.M.	12:01 A.M.	E.L. DISEASE - POLICY LIMIT \$
					EXCESS MEDICAL \$10,000
					\$250 DEDUCTIBLE PER CLAIM
					AD & SPECIFIC LOSS \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CITY OF BILLINGS IS NAMED ADDITIONAL INSURED AS RESPECTS THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED.

DATE & EVENT: 08/22/09 QUALITY OF LIFE RUN-2MILE & 5MILE RUNS

INSURED CLUB: QUALITY OF LIFE MONTANA REALTOR RUN, ATTN: AMBER SUNDSTED; 1643 LEWIS AVE, STE. 12; BILLINGS, MT 59102

CERTIFICATE HOLDER

08/22/09 CITY OF BILLINGS
DEPARTMENT OF PARKS & RECREATION
ATTN: MIKE WHITAKER
390 N. 23RD STREET
BILLINGS, MT 59101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
REPRESENTATIVES.AUTHORIZED REPRESENTATIVE
John Lefever/JRACORD 25 (2009/01)
INS025 (2009/01)

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ACORD CERTIFICATE OF LIABILITY INSURANCE						<small>DATE (MM/DD/YYYY)</small> 11/19/2008	
PRODUCER (260)467-5690 FAX: (260)467-5651 TAR Insurance - Fort Wayne Office 2130 East DuPont Road				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
Fort Wayne IN 46825 INSURED ROAD RUNNERS CLUB OF AMERICA AND ITS MEMBER CLUBS 6434 POUND APPLE COURT COLUMBIA MD 21045				INSURERS AFFORDING COVERAGE INSURER A: NATIONAL CASUALTY COMPANY INSURER B: NATIONWIDE LIFE INSURER C: INSURER D: INSURER E:		NAIC #	
OVERAGES <small>THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</small>							
<small>NSR/ADD'L LTR/INSRD</small>	<small>TYPE OF INSURANCE</small>	<small>POLICY NUMBER</small>	<small>POLICY EFFECTIVE DATE (MM/DD/YY)</small>	<small>POLICY EXPIRATION DATE (MM/DD/YY)</small>	<small>LIMITS</small>		
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> LEGAL LIAB. TO PART. \$1,000,000 GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	KRO0000000172601	12/31/2008 12:01 A.M.	12/31/2009 12:01 A.M.	EACH OCCURRENCE	\$ 1,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 300,000		
	MED EXP (Any one person)				\$ 5,000		
	PERSONAL & ADV INJURY				\$ 1,000,000		
					GENERAL AGGREGATE	\$ NONE	
					PRODUCTS - COM/OP AGG	\$ 1,000,000	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	KRO0000000172601	12/31/2008 12:01 A.M.	12/31/2009 12:01 A.M.	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	BODILY INJURY (Per person)				\$		
	BODILY INJURY (Per accident)				\$		
	PROPERTY DAMAGE (Per accident)				\$		
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$	
					OTHER THAN EA AGG	\$	
					AUTO ONLY: AGG	\$	
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$	
					AGGREGATE	\$	
						\$	
						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTHER	
					E.L. EACH ACCIDENT	\$	
					E.L. DISEASE - EA EMPLOYEE	\$	
					E.L. DISEASE - POLICY LIMIT	\$	
B	OTHER EXCESS ACCIDENT & MEDICAL	SPX0000003566300	12/31/2008 12:01 A.M.	12/31/2009 12:01 A.M.	EXCESS MEDICAL:	\$10,000	
	\$250 DEDUCTIBLE:				PER CLAIM		
					AD & SPECIFIC LOSS:	\$2,500	
<small>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS</small>							
<small>MEMBER CLUB CERTIFICATE</small>							

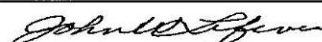
CERTIFICATE HOLDER

QUALITY OF LIFE MONTANA REALTOR RUN
 ATTN: AMBER SUNDSTED
 1643 LEWIS, SUITE 12
 BILLINGS, MT 59102

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
 John Lefever/JRM



CERTIFICATE OF INSURANCE		07/24/2009
PRODUCER American Specialty Insurance & Risk Services, Inc. 142 North Main Street Roanoke, Indiana 46783		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW.
INSURED USA Track & Field, Inc. 132 East Washington Street, Suite 800 Indianapolis, IN 46204-3723		
BILLINGS ASSOCIATION OF REALTORS 1643 LEWIS AVE, STE 12 BILLINGS, MT 59102		
INSURERS AFFORDING COVERAGE INS. A: AXIS Insurance Company INS. B: INS. C:		
		CERT NUMBER: 1000794931 EVENT CODE: 09-31-022

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING 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 CONDITION OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	POLICY TYPE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS
A	GL	AXGL01100182-08	11/01/2008 12:01 a.m.	11/01/2009 12:01 a.m.	General Aggregate
					2,000,000
					Products-Completed Operations Aggregate
					1,000,000
					Personal and Advertising Injury
					1,000,000
					Each Occurrence
					1,000,000
					Damage to Premises Rented to You (Any One Premises)
					1,000,000
					Medical Expense Limit (Any One Person)
					Excluded

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

- Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.
- The Certificateholder is only an additional insured with respect to liability caused by the negligence of the Named Insured as per Form AXIS 1003-Additional Insured - Certificateholders, but only with respect to the QUALITY OF LIFE RUN on August 22, 2009.

CERTIFICATE HOLDER

CITY OF BILLINGS, DEPARTMENT OF PARKS & RECREATION
 390 N 23RD STREET
 BILLINGS, MT 59101

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

David A. Harris

Policy Holder: USA Track & Field
Policy #: AXGL01100182-08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CERTIFICATE HOLDERS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION II – WHO IS AN INSURED is amended to include any Certificate Holder, identified as an additional insured on a Certificate of Insurance issued by American Specialty Insurance & Risk Services, Inc. dba A.S.I.R.S.I. Insurance Agency, American Specialty Insurance & Risk Services Agency, and A.S. Insurance & Risk Services Agency, but only for liability arising out of the negligence of the named insured.

The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are inclusive of and not in addition to the limits of insurance shown in the declarations.

All other terms and conditions remain unchanged.

Quality of Life Run Cleanup Plan

1. Cleanup crews will be provided along the entire race route and at the finish line.
2. Volunteers man one water station at the beginning of the two-mile race. Once all runners have passed, the volunteers disassemble the water station and provide cleanup.
3. The finish line and Transwestern Parking Lot are cleaned up immediately following the end of the awards ceremony.
4. The one barricade used during the race is removed once all runners have passed. Additionally, all cones are picked up immediately following the awards ceremony.

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM CITY OF BILLINGS, MONTANA Monday, August 10, 2009

TITLE: Petapalooza Festival for Pets and Their People Closure
DEPARTMENT: Public Works/Engineering
PRESENTED BY: Dave Mumford, P.E., Public Works Director

PROBLEM/ISSUE STATEMENT: Billings Cultural Partners request the closure of North 28th between 1st and 3rd and 2nd Ave. from North 27th to North 29th and North 29th from 1st to 2nd for a parade using the standard parade route. This closure and parade will be from 8:00 a.m. until 5:00 p.m. on October 17, 2009. All animals will be on leads or in cages and pets include all domesticated animals with pet contests, vendor booths, stage, music and food.

Recommended conditions of approval include Billings Cultural Partners:

1. Obtain the proper open container from the Police Department if alcohol will be consumed in the public right of way
2. Contact all businesses and make them aware of the event 30 days in advance
3. Clean the area to be used and provide and empty waste cans
4. Notify all emergency facilities, bus lines and media at least two weeks in advance of the event
5. Provide and install adequate traffic barricades and signs directing motorists around closure
6. Provide certificate of insurance naming City of Billings as additional insured

ALTERNATIVES ANALYZED:

1. Approve request to close streets for the event.
2. Deny the street closure.

FINANCIAL IMPACT: There are no costs to the City of Billings other than administrative time to process permit. Police, traffic control and litter removal are to be paid for by Billings Cultural Partners.

RECOMMENDATION

Staff recommends that Council approve the closures named above from 8:00 a.m. to 5:00 pm on Saturday, October 17, 2009.

Approved By: City Administrator _____ City Attorney _____

ATTACHMENTS

- A. Right of Way Special Activity Permit
- B. BID Event Kit of Parts Usage Packet
- C. Course Map
- D. Certificate of insurance



Alberta Bair Theater
Artwalk
Big Sky Chamber Ensemble
Big Sky Chorus
Big Sky EDC
Billings Symphony
Orchestra & Chorale
Downtown Billings Alliance
Huntley Project Museum
Rimrock Auto Arena / MetraPark
Moss Mansion
Parmly Billings
Library & Foundation
Pompeys Pillar Historical Association
Rimrock Opera Company
Rocky Mountain College
Skinner / Benoit
Venture Theatre
Western Heritage Center
Yellowstone Art Museum
Yellowstone Chamber Players
Yellowstone County Commissioners
Yellowstone County Museum
Yellowstone Public Radio
YMCA Writer's Voice

19 N. 25th Street
Suite D
Billings, MT 59102
406-672-8066/690-5503
www.billingspetevent.com
email: billingspetevent@gmail.com

June, 15, 2009

Dear Downtown Billings,

This is the cover letter for a street closure for a new event called Petapalooza sponsored by the Billings Cultural Partners.

Petapalooza, a Festival for Pets and Their People, is planned for Saturday, October 17, 2009 from 11 am to 3 pm in downtown Billings.

Attached is a map that details the street closure and the parade route. Also included is a letter from Payne Financial Group who will we get our insurance from, but they are unable to provide a rider more than 6 weeks from the event.

We will be having a beer garden at this event and have also included the approval from the Billings Police Department.

Petapalooza will showcase pet contests, vendor booths, stage, music and food. Pets include all domesticated animals--dogs, cats, rabbits, horses, etc. All animals will be on leads or in cages.

If you need further information, please contact the contracted event coordinators, Robbie Carpenter 672-8066 or Melody Dobson, 690-5503. Thank you for your consideration.

Sincerely,

Robbie Carpenter
Contracted Event Coordinator--PetaPalooza



City of Billings RIGHT-OF-WAY ACTIVITY PERMIT

Please check the type of activity you are applying for:

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

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

PERSON MAKING APPLICATION

Robbie Carpenter

ORGANIZATION MAKING APPLICATION

Billings Cultural Partners

PHONE

672-8066

ADDRESS

19 N. 25th Street Billings, MT 59101

CITY

STATE

ZIP

EMAIL ADDRESS

robberae@presnan.net

APPROXIMATE TIME EVENT WILL:

Assemble 8:00 am

Start

10:00 am

Disband

5:00 pm

DATE OF EVENT

October 17, 2009

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

Petapalooza - A pet parade festival & pet related events hosted by Billings Cultural Partners. Vendor Booths, pet demonstrations, pet contests, stage music, food booths. Pets include all domesticated animals - dogs, cats, rabbits, horses, etc. All animals will be on leads or in cages.

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

Parade starts 3rd & 26th (staging) goes west to 32nd South to 2nd; East from 32nd to 29th to 3rd east to 26th.

Parade begins staging at 2:30 - Streets closed at 2:00 pm.

BLOCK PARTY STREET LOCATION (IF APPLICABLE):

Strawberry Festival 2008 footprint - Close 28th between 1st & 3rd Close 2nd from 27th to 29th; 29th from 1st to 2nd

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

We will contract w BID & have volunteers

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

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

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

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

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

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

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

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

APPLICANT SIGNATURE Roffe Caputo DATE 6-15-09

APPLICATION APPROVED _____ DATE _____

APPLICATION DENIED _____ REASON _____

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

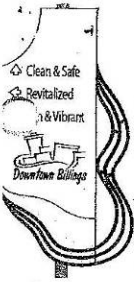
FOR CITY USE ONLY

FEE: _____

APPLICANT NOTIFIED BY _____

DATE: _____

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



BID Event Kit of Parts Usage Packet

Below you will see a step by step process that must be implemented in order to close streets and hold an event. You may stage and implement your own event downtown and make use of the BID's "Kit of Parts." You must obtain your own street closure permission and provide your own liability insurance.

STEP 1: Make sure you have a PLAN AND that your block neighbors are "on board" with the idea...or, at least, do not object to your plan.

-Date(s) of Event: _____

-Does this event require any Street Closure? _____ Yes _____ No

-Do you have Liability Insurance that will cover this event? _____ Yes _____ No

(You will be required to provide a "Binder" to the City of Billings showing coverage)

-Will you be serving alcoholic beverages? _____ Yes _____ No

(A permit may be required from the Billings Police Department)

What Blocks will be closed: (Example: The 200 Block of N. Broadway)

List all:

Briefly Describe Your Event Activity/Participants:

Specify the exact date and TIME the blocks noted above will be CLOSED: _____

-Specify the exact date and TIME the blocks noted above will be REOPENED: _____

-Indicate your traffic re-route plan: **BE SPECIFIC...SEE EXAMPLE**

(Example if closing the 200 Block of N. Broadway...Northbound traffic on N. 28th would be diverted west at 1st Ave. North then resume northbound at N. 29th & southbound traffic on N. 28th would be diverted east at 2nd Ave. North then resume southbound at N. 27th)

For parade -reroute traffic to Eastbound traffic on 4th Ave N
Westbound traffic to 1st Ave N
Northbound traffic to 24th & 25th
North bound/southbound traffic to 23rd

-List All of the Businesses impacted by the closure and have them "sign off" on the event:

BUSINESS NAME:	ADDRESS:	SIGNATURE:
1. First Interstate Bank	302 N 31 st Blgs	Wanda Anderson
2. Emerson	2912 3 rd Ave. Blgs	D. Lator
3. Watt's Barber Shop	2911 3 rd Ave. Blgs	L. L. Lator
4. New Attitude	301 N 29 th Street Blgs	Ymelina O. Dorell
5. Global Village	2720 3 rd Ave N Blgs	Candace Frette
6. Yellowstone Bank	3010 3 rd Ave N Blgs	Sydney Dice
7. Great Eastern Market	3024 2 nd Ave N Blgs	Patricia Thulin
8. Shanghai Village	2926 2 nd Ave N Blgs	P. Lator
9. Picture Perfect Gallery	2923 2 nd Ave N Blgs	Patricia A. Tigner
10. A Kom Salon	2917 2 nd Ave N Blgs	Mr. J. Lator
11. Sandstone Gallery	2913 2 nd Ave N Blgs	She Hammersmark

BUSINESS NAME:

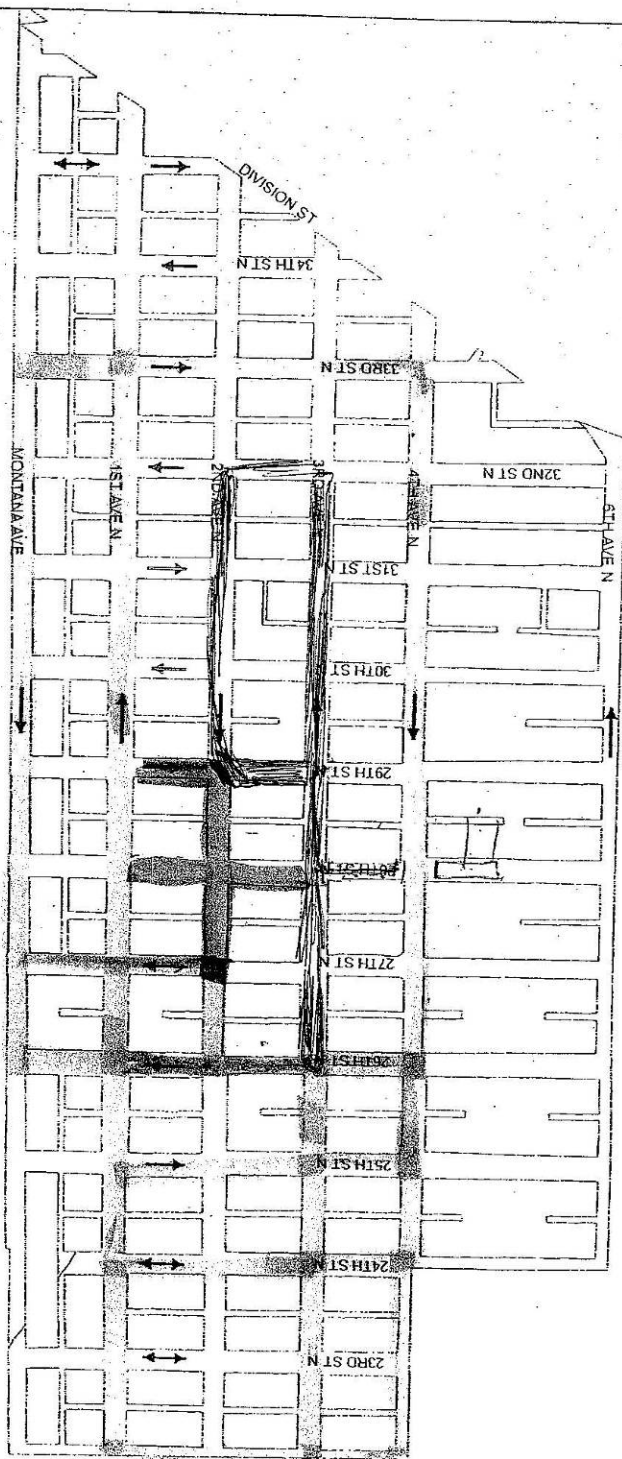
ADDRESS

SIGNATURE:

- | | BUSINESS NAME: | ADDRESS | SIGNATURE: |
|----|-------------------------|---------------------------|---------------------|
| 2. | Ligandry Sportswear | 2408 2nd Ave N Bldg | Christine M. Decker |
| 3. | Cactus Rose | 202 N 29th Bldg | Kimble |
| 4. | Thomas Books | 209 N 29th Bldg | Susan Thomas |
| 5. | Nicee's | 2821 2nd Ave N | Alexis Johnson |
| 6. | Bargain's Books | 223 No. 29th St | Barbara Ahnkel |
| 7. | Desmond's | 2819 2nd Ave N | Nick Blake |
| 8. | Copthorn Gallery | 2820 2nd Ave | Cronicker |
| 9. | Meridian | 2818 2nd Ave | Kenley |
| 0. | Cricket | 2814 2nd Ave | JK Royer |
| 1. | Montague's Jewelers | 2810 2nd Ave | Colleen Schmitt |
| 2. | Rock Creek Gift Shop | 124 North 28th | Brian Miller |
| 3. | IN STEP | 108 N Broadway | U. Kosta |
| 4. | The Soup Place | 106 N Broadway | Andrew E. Jennings |
| 5. | marisa | 100 N Broadway | Carolyn J. Hunter |
| 6. | Hobbs's | 109 Nth Broadway | Joe |
| 7. | Montana Brewing Company | 113 N Broadway | Joe |
| 8. | Homesite | 117 N Broadway | Joe |
| 9. | BW 119 | 119 N. Broadway | Joe |
| 0. | Low Talbert | 123 N Broadway | Joe |
| 1. | Paula's Eddies | 2712 2nd Ave N | Dan Ferro |
| 2. | Stephane Booth | 2702 2nd Ave N, S.B. | S.B. |
| 3. | Indian Nations | 207 N. Broadway Suite 130 | Colleen Walker |
| 4. | BLISS ASIA | 271 N. Broadway | Jeffrey |
| 5. | Prairie Blossoms | 225 N. Broadway | Gayle Tucker |

	Business Name:	Address:	Signature:
36	Christian Le. Roly Rm	2817-2nd Ave N.	Rally Hillman
37	Brockle's Chocolates		
38	Los Mayas	115 Brooklyn W 29th	Maureen
39	Yesteryears	#102 N 29th	Leona Plattner
40	MT Vintage Clothing	110 Brooklyn N 29th	John Dal
41	Wise Penny	116 N 29th	Justin Beller
42	Crystal	101 N Broadway	Julie
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Downtown Billings Street Direction Map



Key:

- - SUBUR FOOTPRINT
- - - - - TRAFFIC ROUTE
- - TRAFFIC RELAY

Client#: 200

CITYOFBI

ACORDTM CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 07/16/09
PRODUCER Hoiness LaBar Insurance A Member of Payne Financial Group P.O. Box 30638 Billings, MT 59107-0638		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED City Of Billings %Human Resources Dept P.O. Box 1178 Billings, MT 59104		
INSURERS AFFORDING COVERAGE		NAIC #
INSURER A: Penn-American Insurance Co.		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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

INSR ADD'L LTR INSUR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:250 GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PAC6784156	04/01/09	04/01/10	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU- TORY LIMITS: <input type="checkbox"/> BOTH <input type="checkbox"/> FR E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Holder is listed as Additional Insured for Petapalooza event to be held in downtown Billings on 10/17/09.

CERTIFICATE HOLDER

Billings Cultural Partners
 PO Box 2117
 Billings, MT 59103

CANCELLATION**10 Days for Non-Payment**

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

REPRESENTATIVES:
 AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08) 1 of 2

#S409634/M386547

LP1

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AGENDA ITEM:

CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
Monday, August 10, 2009

TITLE: Donations to provide funding to construct a 3rd base deck area at Dehler Park.

DEPARTMENT: Park, Recreation, and Public Lands

PRESENTED BY: Mike Whitaker, Director

PROBLEM/ISSUE STATEMENT:

The City of Billings Park, Recreation, and Public Lands has received a donation from the Billings Mustangs in the amount of \$95,534.00 to pay for constructing a concrete deck area to take the place of the existing grass berm along the 3rd base side of the stadium. As currently configured the grass berm is not utilized because of the difficulty in viewing activities on the field. A single level deck at grade with the concourse will allow better viewing of the field and provide an opportunity for hosting groups.

ALTERNATIVES ANALYZED:

- Decline the donation.
- Accept the donation.

FINANCIAL IMPACT:

There will be no financial impact to the City.

RECOMMENDATION

Staff recommends that Council accept this generous donation for construction of this new feature to Dehler Park and publicly acknowledge this gift to the community.

Approved By: **City Administrator** _____ **City Attorney** _____

ATTACHMENTS:

None

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
Monday, August 10, 2009

TITLE: Acceptance and Recognition of Donation from ConocoPhillips for Technical Training Conference for the Commercial Code Enforcement Officer

DEPARTMENT: Planning and Community Services

PRESENTED BY: Nicole Cromwell, AICP, Code Enforcement Supervisor, Zoning Coordinator, Planner II

PROBLEM/ISSUE STATEMENT: On Friday, July 17th, 2009, the ConocoPhillips, Billings Refinery, donated \$1,400 to the Code Enforcement Division to send the Commercial Code Enforcement Officer to a technical training conference. This is an annual training conference sponsored by the American Association of Code Enforcement and will be held in Dallas, Texas, during the first week of October, 2009. The conference provides training in enforcement techniques and keeps local officers informed of the best practices in the field of community Code Enforcement. City staff is requesting acceptance and approval of this \$1,400 donation.

ALTERNATIVES ANALYZED:

- Approval and acceptance of the donation.
- Denial and return of the donation.

FINANCIAL IMPACT: Approval and acceptance of the donation will require an amendment to the approved FY10 budget to include this expenditure.

RECOMMENDATION

City Staff recommends approval and acceptance of this \$1,400 donation from ConocoPhillips for technical training conference attendance by the Commercial Code Enforcement Officer.

Approved by: _____ **City Administrator** _____ **City Attorney**

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
Monday, August 10, 2009

TITLE: Resolution Amending Resolution No. 09-18811, Creating an Ad-Hoc Council Committee on East-End Annexation Incentives

DEPARTMENT: City Administrator's Office

PRESENTED BY: Tina Volek, Interim City Administrator

PROBLEM/ISSUE STATEMENT: At its May 11, 2009, meeting, the City Council approved Resolution 09-18811, creating a Council Ad-Hoc Advisory Committee to determine what incentives, if any, the City should offer to properties between approximately 13th Avenue North and Enterprise to annex into the City before a set date. About 45 properties needing utilities are estimated to be still within Yellowstone County in the area, many of them served by an older County water and sewer system that needs major repair or replacement. The properties help form a bridge between the METRA and the East Billings Urban Renewal District (EBURD) created by the City Council in 2005, which is bounded by North 10th Street, the BNSF Railroad lines, North 22nd Avenue and properties north of Sixth Avenue North.

Council Member Veis reported at the July 20, 2009, work session that the ad-hoc committee found using General Fund financial incentives was not as feasible as had originally been thought for encouraging annexation to the EBURD. He asked that the timetable for the ad-hoc committee's work be extended and the scope be changed so that the incentives to annex into the EBURD would come from that district, be specifically for that district and be funded from sources within that district. The attached resolution amends Resolution No. 09-18811 as proposed.

ALTERNATIVES ANALYZED:

- Approve the resolution as presented;
- Alter the resolution;
- Deny the resolution, and find another way to encourage annexations in the EBURD. Or throughout the City.

FINANCIAL IMPACT: The Council Ad-Hoc Committee on East-End Annexation Alternatives will have no cost to the City; however, recommendations made by the Committee could have an impact on future property tax revenue from the area.

RECOMMENDATION

Approve the Resolution amending Resolution No. 09-18811 by lengthening the timetable and modifying the mission of the Council Ad-Hoc Committee on East-End Annexation.

ATTACHMENT:

Attachment A – Resolution amending Resolution No. 09-18811.

Approved By: **City Administrator** _____ **City Attorney** _____

RESOLUTION NO. 09-_____

A RESOLUTION AMENDING RESOLUTION NO. 09-18811, CREATING A CITY OF BILLINGS AD-HOC ADVISORY COMMITTEE ON EAST-END ANNEXATION ALTERNATIVES

WHEREAS, an East Billings Urban Renewal District (EBURD) was created by the City Council of the City of Billings in 2005 to encourage the renewal of a blighted area bounded by North 10th Street, the BNSF Railroad lines, North 22nd Avenue and properties north of Sixth Avenue North; and

WHEREAS, there are approximately 45 properties that are county islands within EBURD or are east or south of the City limits in the area and many of those properties are served by aging water and sewer systems; and

WHEREAS, some members of the Billings Industrial Revitalization District (BIRD), a property owners' group lying within the EBURD that encouraged the creation of the new district, have asked that the City Council consider incentives so those property owners will annex into the City while capital improvements such as roads, sewers and water lines are being planned and developed in the EBURD; and

WHEREAS, the City of Billings City Council on May 11, 2009, approved Resolution No. 09-18811, creating an Ad-Hoc Advisory Committee on East-End Annexation Alternatives; and

WHEREAS, the Ad-Hoc Committee was charged with determining by Aug. 17, 2009, what incentives, if any, the City Council should make available to property owners adjacent to the EBURD to encourage their annexation into the City limits before a date certain; and

WHEREAS, the Ad-Hoc Committee has recommended that the scope and timetable for its work be amended.

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

1. At the request of the Ad-Hoc Advisory Committee on East-End Annexation Alternatives, its period of study hereby is extended to November 30, 2009.
2. The Ad-Hoc Advisory Committee on East-End Annexation Alternatives also will change its focus to incentives for potential annexation into EBURD on incentives that would come from the district, be specific for the district and be funded from sources within the district.

APPROVED this 10th day of August 2009.

THE CITY OF BILLINGS

BY: _____
Ron Tussing, Mayor

ATTEST:

BY: _____
Cari Martin, City Clerk

L

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
Monday, Aug. 10, 2009

TITLE: Resolution—Creating an Ad-Hoc Advisory Committee on Arterial Street Light Funding

DEPARTMENT: City Council/City Administrator's Office

PRESENTED BY: Tina Volek, City Administrator

PROBLEM/ISSUE STATEMENT: The Mayor and City Council agreed during its July 20, 2009, work session to create an Ad-Hoc Advisory Committee to investigate forming and funding a city-wide arterial street lighting fund. The fund could serve as an alternative to funding street light improvement maintenance districts through assessments to adjoining property owners, especially in residential areas.

ALTERNATIVES ANALYZED: The City Council may:

- Create the subcommittee;
- Find some other method to study the issue; or
- Take no action at this time.

FINANCIAL IMPACT: The financial impact would depend on what is recommended by the committee.

RECOMMENDATION

Based on the work session discussion, Staff recommends that Council appoint an ad-hoc advisory committee to look at the issue.

Approved By: City Administrator ____ City Attorney ____

RESOLUTION NO. 09-_____

**A RESOLUTION CREATING A CITY OF BILLINGS AD-HOC ADVISORY
COMMITTEE ON ARTERIAL STREET LIGHTING FUNDING**

WHEREAS, arterial street lighting currently is constructed and maintained through assessments to adjoining property owners in districts owned both by the City and by Northwestern Energy; and

WHEREAS, the City Council at its July 20, 2009, work session expressed a desire to investigate alternatives to that form of financing; and

WHEREAS, BMCC Sec. 2-224 permits the Mayor and Council to create ad-hoc advisory committees for the purpose of studying specific issues before them.

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

3. There is hereby created an Ad-Hoc Advisory Committee on Arterial Street Light Funding to examine alternatives to Street Light Improvement Maintenance Districts for the creation and maintenance of lighting on the City's arterial streets.
4. The Ad-Hoc Advisory Committee shall be composed of City Council members Jim Ronquillo and Jani McCall, as well as a representative of Northwestern Energy and a consulting street lighting engineer.
5. The City Administrator shall appoint such staff as are necessary to assist the Ad-Hoc Advisory Committee with information during its deliberations and to ensure compliance with all applicable open meetings laws.
6. The Ad-Hoc Advisory Committee on Arterial Street Light Funding shall report its findings to the City Council no later than Nov. 23, 2009.

APPROVED this 10th day of August, 2009.

THE CITY OF BILLINGS

BY: _____
Ron Tussing, Mayor

ATTEST:

BY: _____
Cari Martin, City Clerk

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
Monday, August 10, 2009

TITLE: Final Plat of Lenhardt Square Subdivision, First Filing
DEPARTMENT: Planning and Community Services
PRESENTED BY: Wyeth Friday, AICP, Planning Division Manager

PROBLEM/ISSUE STATEMENT: The final plat for Lenhardt Square Subdivision, First Filing, is being presented to Council for approval. On May 26, 2009, the City Council conditionally approved the preliminary plat of this subdivision for 5 lots on approximately 34 acres for residential development. The subject property is located on the north side of King Avenue West and will extend South 44th Street West to north from King Avenue West. The lots are zoned Multi-Family Apartment under the zoning specified in the Lenhardt Square Planned Development Agreement. The owner is Lenhardt Property, LP, and the subdivider is M & K Blue One, LLC. The representing agent is Sanderson Stewart. Upon City Council approval, these documents are appropriate as to form for filing with the Clerk and Recorder.

FINANCIAL IMPACT: Should the City Council approve the final plat, the subject property may continue to develop, resulting in additional tax revenues for the City.

RECOMMENDATION

Staff recommends that the City Council approve the final plat of Lenhardt Square Subdivision, First Filing.

Approved By: City Administrator _____ City Attorney _____

ATTACHMENT

A: Plat

58 of 81

N1

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
Monday, August 10, 2009

TITLE: Payment of Claims
DEPARTMENT: Administration – Finance Division
PRESENTED BY: Patrick M. Weber, Financial Services Manager

PROBLEM/ISSUE STATEMENT: Claims in the amount of \$1,528,333.16 have been audited and are presented for your approval for payment. A complete listing of the claims dated July 13, 2009, in the Finance Department.

RECOMMENDATION

Staff recommends that Council approve Payment of Claims.

Approved By: City Administrator ____ City Attorney ____

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
Monday, August 10, 2009

TITLE: Payment of Claims
DEPARTMENT: Administration – Finance Division
PRESENTED BY: Patrick M. Weber, Financial Services Manager

PROBLEM/ISSUE STATEMENT: Claims in the amount of \$1,367,412.48 have been audited and are presented for your approval for payment. A complete listing of the claims dated July 17, 2009, in the Finance Department.

RECOMMENDATION

Staff recommends that Council approve Payment of Claims.

Approved By: City Administrator ____ City Attorney ____

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
Monday, August 10, 2009

TITLE: Shiloh Road Street Improvement Light Maintenance District #307
DEPARTMENT: Public Works Department
PRESENTED BY: David D. Mumford, P.E., Public Works Director

PROBLEM/ISSUE STATEMENT: The City Council passed Resolution 09-18821 of Intent to Create the Shiloh Road Street Improvement Light Maintenance District (SILMD) #307 on June 8, 2009. On June 22, 2009, the City Council approved an Amended Resolution 09-18841 of Intent to Create SILMD #307. This resolution established a July 13, 2009, public hearing date. The City Council conducted the public hearing on July 13, 2009, but delayed action on the creation of the district until August 10, 2009.

ALTERNATIVES ANALYZED:

1. Create SILMD 307 to provide a source of funding for the operation and maintenance of the street lights.
2. Do not create SILMD 307 and either do not supply power to the street lights, which would potentially create a safety hazard, or develop another funding mechanism to pay for the energy and maintenance.

FINANCIAL IMPACT: All maintenance and energy costs for proposed SILMD 307 will be paid for by assessments against the properties within the district. The City's contribution to the District is \$7,912.74 per year for existing City-owned properties within the district.

RECOMMENDATION

Staff recommends that the City Council create SILMD 307.

Approved By: City Administrator ____ City Attorney ____

DDM:TLR/8.3.09

RESOLUTION NO. 09-_____

A RESOLUTION CREATING SPECIAL IMPROVEMENT LIGHTING MAINTENANCE DISTRICT NO. 307 OF THE CITY OF BILLINGS, MONTANA, FOR THE PURPOSE OF SECURING AND PROVIDING ENERGY AND MAINTENANCE FOR NEW HIGH PRESSURE SODIUM VAPOR LIGHTS, SETTING THE BOUNDARIES THEREOF, STATING THE GENERAL CHARACTER OF THE IMPROVEMENTS TO BE MADE, ESTABLISHING THE ESTIMATED RATE FOR ENERGY AND MAINTENANCE THEREOF, AN APPROXIMATE ESTIMATE OF THE COST OF MAINTAINING SUCH LIGHTS AND SUPPLYING ELECTRICAL CURRENT THEREFORE FOR THE FIRST YEAR, AND THE PROPORTION OF THE COST TO BE ASSESSED AGAINST THE ABUTTING PROPERTY, AND THE METHOD OF ASSESSMENT OF SAID COSTS.

WHEREAS, the City Council of the City of Billings, Montana, on the 22nd day of June, 2009, passed an Amended Resolution 09-18841, a Resolution of Intention to Create a Special Improvement Lighting Maintenance District designated as No. 307, setting the hearing on the creation of said District and hearing of protests against the extent and creation of said District, or any matter pertaining thereto, and thereafter gave notice by publication and mailing, all as required by law, and at said hearing which was held at the time and place specified in said Notice, all protests were heard and considered; and

WHEREAS, the City Council finds that the protests are insufficient to stop the creation of said district, and the protests are overruled and denied.

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

SECTION 1:

That the City Council of the City of Billings, Montana does hereby create a District, to be known and designated as Special Improvement Lighting Maintenance District No. 307, hereinafter called the District, for the purpose of securing and providing energy and maintenance for new street lights for lighting said District.

SECTION 2:

That the boundaries of the District are as set forth in Resolution of Intention No. 09-18841, hereinafter called the Resolution, on file in the office of the City Clerk of Billings, Montana, and by this reference is incorporated herein and made a part hereof.

SECTION 3:

That the City Council hereby finds and determines that each of the lots, blocks, pieces and parcels of land, situated within the boundaries of the District, are especially benefited and affected by said improvements, and each and all of the lots, blocks, pieces and parcels, more particularly described in the Resolution are hereby declared to be the property to be assessed for the cost and expense of the electrical energy for and maintenance of said District.

SECTION 4:

That the general character of the improvements to be made is hereby declared to be as described in the Resolution and is by this reference incorporated herein and made a part hereof.

SECTION 5:

That the City of Billings intends to establish the approximate contract rate for supplying electrical energy as \$6.12 per 150-watt high pressure sodium unit, \$10.27 per 250-watt high pressure sodium unit, \$15.26 per 400-watt high pressure sodium unit, and \$7.23 per 70-watt metal halide in accordance with the appropriate rate schedule approved by the Montana Public Service Commission. That NorthWestern Energy shall provide energy to the lighting fixtures. The City shall

provide normal maintenance to lighting fixtures, poles, cables and other incidental equipment, and at all times own said lighting fixtures, poles, cables and other incidental equipment. Property owners within said district shall be assessed for the costs thereof.

SECTION 6:

That based upon the above figures, the estimate of the cost of the District for one year is the sum of \$60,466.65, and that the entire cost of said District shall be paid by the owners of property within said District. The estimated cost of the District per year for the property owners is on the basis of approximately \$1.29 per lineal foot, per year, of property that abuts the District. All of such costs of said District shall be paid by the owners of the property within the District with each lot, parcel or piece of land within said District to be assessed for that portion of the whole cost which its assessable abutting property boundary bears to the assessable boundary of the entire District, exclusive of streets, avenues, alleys, and public places.

SECTION 7:

That the entire cost of the District shall be paid by an annual assessment against the property in the District. That all monies derived from the collection of such assessments shall be paid into a fund to be known as the "Special Improvement Lighting Maintenance District No. 307 Maintenance Fund", and warrants shall be drawn on said fund for the payment of such cost of maintaining said lights and supplying electrical current therefore.

SECTION 8:

That reference is hereby made to the Resolution, the maps, specifications, boundaries, perimeter and data pertaining to the District, on file in the offices of the City Clerk and City Engineer, for further particulars, all of which are made a part hereof.

PASSED by the City Council of the City of Billings, Montana and approved this 10th day of August, 2009.

THE CITY OF BILLINGS:

BY: _____
Ron Tussing MAYOR

ATTEST:

BY: _____
Cari Martin CITY CLERK



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
Monday, August 10, 2009

TITLE: Resolution Relating to \$297,000 Pooled Sidewalk Bonds, Authorizing the Issuance and Calling for the Public Sale Thereof

DEPARTMENT: Administration-Finance Division

PRESENTED BY: Patrick M. Weber, Financial Services Manager

PROBLEM/ISSUE STATEMENT: The City Council has previously approved these sidewalk projects and has awarded construction contracts for WO 05-02, and WO 02-08. The following resolution authorizes the sale of \$297,000 in bonds for financing of the projects listed below and sets the award of the bid at the August 24, 2009 council meeting.

FINANCIAL IMPACT:

WO 05-02 Miscellaneous/Developer-Related Improvements	\$244,000
WO 02-08 Milton Lane School Route Improvements	\$53,000

RECOMMENDATION

Staff recommends City Council approve the attached resolution.

Approved By: City Administrator ____ City Attorney ____

ATTACHMENTS

A - Resolution

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of a Resolution entitled: "RESOLUTION RELATING TO \$297,000 POOLED SPECIAL SIDEWALK, CURB, GUTTER AND ALLEY APPROACH BONDS, SERIES 2009; AUTHORIZING THE ISSUANCE AND CALLING FOR THE PUBLIC SALE THEREOF" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a meeting on August 10, 2009, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

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

WITNESS my hand and seal officially this ____ day of August, 2009.

(SEAL)

City Clerk

RESOLUTION NO. _____

RESOLUTION RELATING TO \$297,000 POOLED SPECIAL
SIDEWALK, CURB, GUTTER AND ALLEY APPROACH BONDS,
SERIES 2009; AUTHORIZING THE ISSUANCE AND CALLING FOR
THE PUBLIC SALE THEREOF

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

Section 1. Recitals.

(a) This Council has duly and validly created and established in the City under Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended (the “Act”), special improvement projects, designated as the W.O. 05-02, Miscellaneous/Developer-Related Improvements (the “Miscellaneous Improvements”), and the W.O. 02-08 Milton Lane School Route Improvements (the “Milton Lane School Route Improvements”) (together, the “Projects”), for the purpose of financing costs of certain public improvements of special benefit to the properties within the Projects (the “Improvements”) and paying costs incidental thereto, including costs associated with the sale and the security of special sidewalk, curb, gutter and alley approach bonds of the City drawn on the Projects (the “Bonds”), the creation and administration of the Projects and the funding of a deposit to the City’s Special Improvement Project Revolving Fund (the “Revolving Fund”). The total estimated costs of the Improvements, including such incidental costs, is \$297,000. The costs of the Improvements will be paid from the proceeds of the Bonds, which are to be payable primarily from special assessments to be levied against property in each of the Project areas, which property will be specially benefited by the Improvements in an amount not less than \$297,000.

(b) The costs of the Improvements are currently estimated, as follows:

	Miscellaneous Improvements	Milton Lane School Route Improvements
Construction	\$193,712.77	\$41,702.19
Administration /Finance Fees	6,100.00	1,325.00
Revolving Fund Deposit	12,200.00	2,650.00
Engineering Fee	24,400.00	5,300.00
Costs of Issuance	7,320.00	1,590.00
Rounding	267.23	432.81
Total	\$244,000.00	\$53,000.00

(c) It is necessary that Bonds be issued and sold in an aggregate principal amount of \$297,000 to finance the costs of the Improvements within each of the Project areas, including incidental costs, described in Subsection (a).

(d) The City is authorized pursuant to Montana Code Annotated, Section 7-12-4193, to issue and sell special improvement district bonds of more than one district in a single offering on a pooled basis upon a determination that such pooling is in the best interests of the Projects and the City.

(e) The City is further authorized by Montana Code Annotated, Section 7-12-4204(1) to sell the Bonds at a price less than the principal amount thereof, but including interest thereon to the date of delivery, if this Council determines that such sale is in the best interests of the Projects and the City.

Section 2. Determinations of Public Interest in Allowing Bond Discount and Permitting Pooling of Bonds. Pursuant to the authority described in Section 1, this Council hereby determines that the issuance and sale of the Bonds in a pooled single offering for the following Projects in the respective principal amounts set forth below:

<u>Project</u>	<u>Principal Amount</u>
Miscellaneous Improvements	\$244,000.00
Milton Lane School Route Improvements	\$53,000.00

It is in the best interest of each of the Projects and the City and will facilitate the sale of the Bonds because the size of the issue will attract more interest in the marketplace and thus help to lower interest rates on the Bonds and because a single issue will reduce the costs of issuance. This Council further determines to fix the minimum price for the Bonds at \$297,000 (100% of par), plus interest accrued thereon to the date of delivery. Such minimum bid will enable bidders to bid more efficiently for the Bonds by permitting them to submit their bids based on actual market conditions without adjusting the interest rates thereon to provide compensation for their purchase of the Bonds. This procedure will facilitate the sale of the Bonds at the lowest interest rates, which is in the best interests of each of the Projects and the City.

Section 3. Findings and Determination To Pledge the Revolving Fund. In the Resolutions of Intention To Order in the Programs for the Miscellaneous Improvements and the Milton Lane School Route Improvements, adopted on February 27, 2007, and April 28, 2008, respectively, this Council found it to be in the public interest, and in the best interest of the City and the Projects, to secure payment of principal of and interest on the Bonds by the Revolving Fund and authorized the City to enter into the undertakings and agreements authorized in the Act in respect of the Bonds, based on the factors required to be considered under Section 7-12-4225(4) of the Act. Those findings and determinations were ratified and confirmed in the resolutions ordering the programs adopted by this Council on April 9, 2007 and June 9, 2008, respectively, and are hereby ratified and confirmed. It is hereby covenanted and recited that the City has the power under the Act to pledge the Revolving Fund to payment of the principal of and interest on the Bonds.

Section 4. Terms of the Bonds. This Council hereby authorizes the issuance and sale of Pooled Special Sidewalk, Curb, Gutter and Alley Approach Bonds, Series 2009 of the City in the aggregate principal amount of \$297,000 (the “Bonds”) for the purpose of financing the Improvements. The Bonds shall be dated, as originally issued, as of the date of delivery, and shall bear interest payable semiannually on January 1 and July 1 of each year, commencing January 1, 2010, at a rate or rates designated by the successful bidder at public sale and approved by this Council. If issued as serial bonds, the Bonds shall mature on July 1 in each of the following years and amounts:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2010	\$19,000	2016	\$25,000
2011	\$19,000	2017	\$26,000
2012	\$20,000	2018	\$28,000
2013	\$22,000	2019	\$29,000
2014	\$23,000	2020	\$30,000
2015	\$24,000	2021	\$32,000

If issued as amortization bonds, the Bonds will be issued as a single bond or divided into several bonds, as the Council may determine at the time of the sale, and the principal of and interest on the Bonds shall be payable semiannually in equal payments on each January 1 and July 1, commencing January 1, 2010 and concluding July 1, 2021, unless the Bonds are earlier redeemed. Serial bonds shall be in the denomination of \$5,000 each or any integral multiple thereof of single maturities.

The Bonds shall be issuable only as fully registered bonds and shall be executed by the manual or facsimile signatures of the Mayor, Financial Services Manager and the City Clerk. The Bonds shall be secured by the Revolving Fund.

Section 5. Public Sale. The Bonds shall be sold at a public competitive sale, the sealed bids for which shall be submitted to the Financial Services Manager for the purchase of the Bonds shall be received by the City until 12:00 noon, M.T. on August 24, 2009, at which time bids will be opened and tabulated by the Financial Services Manager. At a regular meeting of this Council on August 24, 2009, at 6:30 p.m., M.T, the City will consider the bids and, if a responsive and acceptable bid is received, award the sale of the Bonds. Award of sale will be made to the bidder with the lowest true interest cost (“TIC”) by the Council. The City will receive sealed bids for the Bonds and the Bonds will be sold in accordance with the Official Terms and Conditions attached hereto as Exhibit A (which is hereby incorporated and made a part hereof). The City Clerk is authorized and directed to cause notice of the sale to be published, as required by Montana Code Annotated, Sections 7-12-4204, 7-7-4252 and 17-5-106, in *The Billings Times* once each week for two successive weeks preceding the week which contains the date of sale. The notice of sale shall be published and mailed in substantially the form set forth as Exhibit A to this resolution and this Council hereby adopts the terms and conditions set forth in such notice of sale as the terms and conditions of the sale of the Bonds.

Section 6. Informational Materials. The Financial Services Manager and other officers of the City are hereby authorized and directed to prepare and distribute on behalf of the

City an Offering Circular or summary of the transaction, to the extent deemed necessary or appropriate.

Passed by the City Council of the City of Billings, Montana, this 10th day of August, 2009.

Mayor

Attest: _____
City Clerk

EXHIBIT A

TERMS AND CONDITIONS OF BOND SALE

\$297,000 Pooled Special Sidewalk, Curb, Gutter and
Alley Approach Bonds, Series 2009
(Miscellaneous Improvements and
Milton Lane School Route Improvements)

CITY OF BILLINGS, MONTANA

NOTICE IS HEREBY GIVEN that the City of Billings, Montana (the "City"), will sell to the highest and best bidder for cash as evidenced by sealed bids, the above-described Bonds drawn against the funds of the following special improvement Projects in the respective principal amounts set forth below:

<u>Project</u>	<u>Principal Amount</u>
Miscellaneous Improvements	\$244,000.00
Milton Lane School Route Improvements	\$53,000.00

Sealed bids for the purchase of the Bonds will be received in the City Clerk's office, 1st Floor of Park III, at 210 North 27th Street, Billings, Montana, until 12:00 noon, M.T., on Monday, August 24, 2009, at which time the bids will be opened or accessed and tabulated. The City Council of the City will meet at their regular meeting at 6:30 p.m., M.T., on the same day in the Council Chambers, 2nd Floor of the Police Facility, 220 North 27th Street, Billings, Montana, to consider the bids and to award the sale of the Bonds.

Bids may be submitted by facsimile to the City Clerk at (406) 657-8390 until 12:00 noon, M.T., on August 24, 2009.

Purpose and Security

The Bonds will be issued for the purpose of financing the cost of construction of certain local improvements (the "Improvements") within or for the benefit of the W.O. 05-02, Miscellaneous/Developer-Related Improvements and the W.O. 06-18 Milton Lane School Route Improvements (together, the "Projects"), in accordance with the provisions of Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended. The Bonds will be special, limited obligations of the City and do not constitute general obligations of the City.

The Bonds are payable primarily from the collection of a special assessment which is a lien against the assessable real property within the respective Projects benefited by the Improvements to be undertaken therein or therefor. The special assessments are payable in equal, semiannual installments over a 12 -year term, with unpaid installments of the special assessments bearing interest at a rate equal, from time to time, to the sum of (i) the average rate of interest borne by the then outstanding Bonds, plus (ii) one-half of one percent (0.50%) per annum. The Bonds are further secured by the Special Improvement Project Revolving Fund of the City (the "Revolving Fund"). The City will agree to make a loan from the Revolving Fund to

the Sinking Fund established for the Projects to make good any deficiency then existing in the principal and interest subaccounts therein and to provide funds for the Revolving Fund by levying a tax or making a loan from the City's general fund to the extent authorized by law.

Date and Type

The Bonds will be dated, as originally issued, as of their date of delivery, and will be issued as negotiable investment securities in registered form as to both principal and interest.

Maturities and Redemption

If issued as serial bonds, the Bonds shall mature, subject to redemption, on July 1 in the following years and amounts:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2010	\$19,000	2016	\$25,000
2011	\$19,000	2017	\$26,000
2012	\$20,000	2018	\$28,000
2013	\$22,000	2019	\$29,000
2014	\$23,000	2020	\$30,000
2015	\$24,000	2021	\$32,000

If issued as amortization bonds, the Bonds will be issued as a single bond or divided into several bonds, as the Council may determine, and the principal of the Bonds shall be payable semiannually on each January 1 and July 1, commencing January 1, 2010, and continuing through July 1, 2021, subject to prior redemption. Serial bonds shall be in the denomination of \$5,000 each or any integral multiple thereof of single maturities.

The Bonds shall be issuable only as fully registered bonds and shall be executed by the manual or facsimile signatures of the Mayor, Financial Services Manager and the City Clerk.

Redemption

Mandatory Redemption. If on any interest payment date there will be a balance in the Sinking Fund after payment of the principal and interest due on all Bonds drawn against it, either from the prepayment of special assessments levied in the Projects or from the transfer of surplus money from the Construction Subaccount to the Principal Subaccount, outstanding Bonds, or portions thereof, in an amount which, together with the interest thereon to the interest payment date, will equal the amount of such funds on deposit in the Sinking Fund on that date are subject to mandatory redemption on that interest payment date. The redemption price shall equal the amount of the principal amount of the Bonds to be redeemed plus interest accrued to the date of redemption.

Optional Redemption. The Bonds are subject to redemption, in whole or in part, at the option of the City from sources of funds available therefor other than those described under "Mandatory Redemption" on any interest payment date; provided, however, the Bonds shall not be called for redemption before July 1, 2014, from the proceeds of refunding special

improvement district bonds or warrants. The redemption price shall equal the principal amount of the Bonds to be redeemed plus interest accrued to the date of redemption.

Selection of Bonds for Redemption. If less than all of the Bonds are to be redeemed, Bonds shall be redeemed in order of the stated maturities thereof. If less than all Bonds of a stated maturity are to be redeemed, the Bonds of such maturity shall be selected for redemption in \$5,000 principal amounts selected by the Registrar by lot or other manner it deems fair.

Interest Payment Dates, Rates

Interest will be payable each January 1 and July 1, commencing January 1, 2010, to the registered owners of the Bonds as such appear in the bond register as of the close of business on the 15th day (whether or not a business day) of the immediately preceding month. All Bonds of the same stated maturity must bear interest from date of original issue until paid at a single, uniform rate. Each rate must be expressed in an integral multiple of 1/8 or 5/100 of 1% and shall be bid in level or ascending rates. No supplemental or "B" coupons or additional interest certificates are permitted. Interest will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Bond Registrar, Transfer Agent and Paying Agent

The City may select a, or may act as, bond registrar, transfer agent and paying agent (the "Registrar") in connection with the Bonds. The bond register will be kept, transfers of ownership will be effected and principal of and interest on the Bonds will be paid by the Registrar. The City will pay the charges of the Registrar for such services. The City reserves the right to remove the Registrar and to appoint a suitable bank or trust company as successor.

Delivery

Within 15 days after the sale, the City will deliver to the Registrar the printed Bonds ready for completion and authentication. The original purchaser of the Bonds must notify the Registrar, at least five business days before issuance of the Bonds, of the persons in whose names the Bonds will be initially registered and the authorized denominations of the Bonds to be originally issued. If notification is not received by that date, the Bonds will be registered in the name of the original purchaser and, if serial bonds, will be issued in denominations corresponding to the principal maturities of the Bonds. On the day of closing, the City will furnish to the purchaser the opinion of bond counsel hereinafter described, an arbitrage certification and a certificate verifying that no litigation in any manner questioning the validity of the Bonds is then pending or, to the knowledge of officers of the City, threatened. Payment for the Bonds must be received by the City in immediately available funds at its designated depository on the day of closing. As a condition of delivery, the purchaser must certify to the City in writing the initial reoffering prices of the Bonds.

Legal Opinion

An opinion as to the validity of the Bonds and the exclusion from gross income for federal income tax purposes and Montana individual income tax purposes of the interest thereon will be furnished by Dorsey & Whitney LLP, of Missoula, Montana, and Minneapolis, Minnesota, as Bond Counsel. The legal opinion will be provided at closing. The legal opinion will state that the Bonds are valid and binding special obligations of the City enforceable in accordance with their terms, except to the extent to which enforceability thereof may be limited by the exercise of judicial discretion or by state or federal laws relating to bankruptcy, reorganization, moratorium or creditors' rights; however, Dorsey & Whitney LLP will not express an opinion as to the enforceability of the agreement of the City to make loans or advances from the Revolving Fund to the Sinking Fund as may be required to pay principal and interest on the Bonds.

Type of Bid and Good Faith Deposit

Sealed bids for not less than \$297,000 and accrued interest on the principal sum of \$297,000 must be mailed or delivered to the undersigned and must be received at the office of the City Clerk prior to the time stated above. Bidders must bid for all or none of the Bonds. Each bid must be unconditional.

Except for a bid by or on behalf of the Board of Investments of the State of Montana, a good faith deposit (the "Deposit") in the form of money, cashier's check, certified check, bank money order, or bank draft drawn and issued by a federally chartered or state chartered bank insured by the federal deposit insurance corporation or a financial surety bond in the sum of \$5,940 payable to the order of the City is required for a bid to be considered. If money, cashier's check, certified check, bank money order, or bank draft is used, it must accompany the bid and be delivered to the Financial Services Manager. If a financial surety bond is used, it must be from an insurance company licensed and qualified to issue such a bond in the State of Montana and such bond must be submitted to the Financial Services Manager prior to the opening of the bids. The financial surety bond must identify each bidder whose Deposit is guaranteed by such financial surety bond. If the Bonds are awarded to a bidder utilizing a financial surety bond, then that purchaser is required to submit its Deposit to the City in the form of a cashier's check (or wire transfer such amount as instructed by the City) not later than 1:00 P.M., M.T., on the next business day following the award. If such Deposit is not received by that time, the financial surety bond may be drawn by the City to satisfy the Deposit requirement. No interest on the Deposit will accrue to the purchaser. The Deposit will be applied to the purchase price of the Bonds. In the event the purchaser fails to honor its accepted bid, the Deposit will be retained by the City as liquidated damages. The Deposit of the unsuccessful bidders will be returned immediately on award of the Bonds to the purchaser or after rejection of all bids. Instructions for wiring the Deposit may be obtained from the City's Financial Services Manager, Pat Weber, 210 North 27th Street, Billings, Montana 59101, telephone (406) 657-8209.

Award

The bid authorizing the lowest net interest cost (total interest on all Bonds from the date of delivery, to their maturities, less any premium or plus any discount) will be deemed the most favorable. In the event that two or more bids state the lowest net interest cost, the sale

of the Bonds will be awarded by lot. No oral bid will be considered. The Council will consider sealed bids. The City reserves the rights to reject any and all bids, to waive informalities in any bid and to adjourn the sale.

Informational Materials.

The Financial Services Manager and other officers of the City will prepare and distribute on behalf of the City an Offering Circular or summary of the transaction, to the extent deemed necessary or appropriate.

CUSIP Numbers

The City will assume no fee or obligation for the assignment or printing of CUSIP numbers on the Bonds or for the correctness of any numbers printed thereon, but will permit such numbers to be assigned and printed at the expense of the purchaser, if the original purchaser waives any delay in delivery occasioned thereby.

Dated: August 10, 2009.

BY ORDER OF THE CITY COUNCIL

City Clerk
City of Billings, Montana

EXHIBIT B
NOTICE OF BOND SALE
\$297,000 Pooled Special Sidewalk, Curb, Gutter and
Alley Approach Bonds, Series 2009

CITY OF BILLINGS, MONTANA

NOTICE IS HEREBY GIVEN that the City Council (the “Council”) of the City of Billings, Montana (the “City”), will receive sealed bids for the purchase of \$297,000 Pooled Special Sidewalk, Curb, Gutter and Alley Approach Bonds, Series 2009 (the “Bonds”) in the City Clerk’s office, 1st Floor of Park III, at 210 North 27th Street, Billings, Montana, until 12:00 noon, M.T., on August 24, 2009, at which time the bids will be opened or accessed and tabulated. The City Council of the City will meet at their regular meeting at 6:30 p.m., M.T., on the same day in the Council Chambers, 2nd Floor of the Police Facility, 220 North 27th Street, Billings, Montana, to consider the bids and to award the sale of the Bonds. The Council will award sale of the Bonds to the responsive bidder whose bid reflects the lowest true interest cost (TIC).

The Bonds will be issued for the purpose of financing the cost of construction of certain local improvements (the “Improvements”) within or for the benefit of the W.O. 04-12, Miscellaneous/Developer-Related Improvements and the W.O. 06-18 Milton Lane School Route Improvements (together, the “Projects”); and paying costs associated with the sale and issuance of the Bonds. The Bonds shall mature, subject to redemption, on July 1 in the following years and amounts (unless combined into one or more term bonds):

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2010	\$19,000	2016	\$25,000
2011	\$19,000	2017	\$26,000
2012	\$20,000	2018	\$28,000
2013	\$22,000	2019	\$29,000
2014	\$23,000	2020	\$30,000
2015	\$24,000	2021	\$32,000

The Bonds shall be issuable only as fully registered bonds and shall be executed by the manual or facsimile signatures of the Mayor, Financial Services Manager and the City Clerk. The Bonds shall be secured by the City’s Revolving Fund.

Serial bonds shall be in the denomination of \$5,000 each or any integral multiple thereof of single maturities.

The Bonds shall be dated, as originally issued, as of the date of delivery, and shall bear interest payable semiannually on January 1 and July 1 of each year, commencing January 1, 2010, and will be issued as negotiable investment securities in registered form as to both principal and interest. The Bonds with stated maturities on or after July 1, 2015 will be subject to redemption on July 1, 2014, and any date thereafter, at the option of the City, in whole or in part, at a redemption price equal to the principal amount thereof to be redeemed plus interest accrued to the redemption date, without premium. The Bonds are also subject to mandatory redemption on an interest payment date if the amounts in the Sinking Fund, either from prepayment of assessments or transfers from the Construction Account to the Principal

Account, are sufficient to pay outstanding Bonds, or portions thereof, with interest thereon to that interest payment date.

The Bonds will be sold for not less than \$297,000 with accrued interest on the principal amount of the Bonds to the date of their delivery. The Board reserves the right to reject any and all bids, to waive any informality in any bid, and to adjourn the sale.

A good faith deposit in the form of money, cashier's check, certified check, bank money order, or bank draft drawn and issued by a federally chartered or state chartered bank insured by the Federal Deposit Insurance Corporation or a financial surety bond in the sum of 2% of the aggregate principal amount of the Bonds (\$5,940) payable to the order of the City is required for each bid to be considered, as further specified in the Official Terms and Conditions of Sale.

Copies of a statement of the Official Terms and Conditions of Sale and additional information may be obtained from Financial Services Manager, Pat Weber, 210 North 27th Street, Billings, Montana 59101, telephone (406) 657-8209. Prospective bidders should consult the Official Terms and Conditions of Sale and any other information material distributed by the City for a detailed description of the Bonds, the security therefore, and the form of legal opinion proposed to be rendered by Dorsey & Whitney LLP, of Missoula, Montana, and Minneapolis, Minnesota, as bond counsel.

Dated: August 10, 2009.

BY ORDER OF THE CITY COUNCIL

Cari Martin, City Clerk
City of Billings, Montana

Publish: August 13, 2009
August 20, 2009



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
Monday, August 10, 2009

TITLE: Public Hearing and Resolution to Adopt the Old Town Neighborhood Master Plan

DEPARTMENT: Planning & Community Services

PRESENTED BY: Lora Mattox, AICP, Transportation Planner

PROBLEM/ISSUE STATEMENT: The Old Town Neighborhood Master Plan is a guide for the redevelopment of the area around Minnesota Avenue. The boundaries of the area are approximately South 30th Street on the west to South 25th Street on the east and from the railroad tracks on the north to 1st Avenue South on the south.

The Billings City Council at a work session on August 3, 2009, heard a report from the Planning Division discussing the Old Town Neighborhood Master Plan. At the July 27, 2009, council meeting, the Council passed a Resolution of Intent to Adopt the Old Town Neighborhood Master Plan and a public hearing date to receive public comment on the plan was set for August 10, 2009. The action to be taken at this meeting is to conduct a public hearing to take comment and then take action to adopt the Neighborhood Plan by resolution. A copy of the plan is on file in the Planning Division Office.

ALTERNATIVES ANALYZED: The City Council may:

1. Adopt
2. Modify
3. Do not adopt
4. Delay action for up to thirty (30) days

FINANCIAL IMPACT: In 2008, three sources of funding were identified to complete the Minnesota Avenue Streetscape Enhancement Project and include a Special Improvement District (SID), individual property owner contributions, and the City of Billings. In addition, grant funds will also be pursued to offset some of the future SID portions of the costs.

RECOMMENDATION

The Yellowstone County Board of Planning recommends on a 9-0 vote that City Council approve the Resolution to Adopt the Old Town Neighborhood Master Plan as part of the Yellowstone County and City of Billings 2008 Growth Policy.

Approved By: **City Administrator** ____ **City Attorney** ____

ATTACHMENTS

- A. Resolution to Adopt the Old Town Neighborhood Master Plan

ATTACHMENT A

RESOLUTION NO. 09-_____

RESOLUTION TO ADOPT THE OLD TOWN NEIGHBORHOOD MASTER PLAN AS PART OF THE YELLOWSTONE COUNTY - CITY OF BILLINGS 2008 GROWTH POLICY.

WHEREAS, pursuant to Title 76, Chapter 1, PART 601, Montana Codes Annotated, the Billings City Council, desire to adopt a Neighborhood Plan consistent with the 2008 Growth Policy covering the entire Yellowstone County Board of Planning jurisdiction:

WHEREAS, on the 14th day of July, 2009, a public hearing was held by the Yellowstone County Board of Planning for the purpose of receiving public comments on the proposed Neighborhood Master Plan:

WHEREAS, The Yellowstone County Board of Planning by Resolution 09-01, recommends the Billings City Council adopt the proposed Neighborhood Master Plan and any ordinances and resolution for its implementation:

WHEREAS, on the 27th day of July, 2009, the Billings City Council passed a Resolution of Intent to Adopt the Old Town Neighborhood Master Plan and to set a public hearing date of August 10, 2009 to receive comment on the neighborhood plan:

NOW, THEREFORE, BE IT HEREBY RESOLVED that it is the intent of the Billings City Council to adopt the Old Town Neighborhood Master Plan as part of the Yellowstone County – City of Billings 2008 Growth Policy.

APPROVED AND PASSED by the City Council of the City of Billings this 10th day of August, 2009.

THE CITY OF BILLINGS:

BY: _____
Ron Tussing, MAYOR

ATTEST:

BY: _____
Cari Martin, CITY CLERK