

CITY OF BILLINGS

CITY OF BILLINGS' VISION STATEMENT:

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

AGENDA

COUNCIL CHAMBERS

March 24, 2008

6:30 P.M.

CALL TO ORDER – Mayor Tussing

PLEDGE OF ALLEGIANCE – Mayor Tussing

INVOCATION – Councilmember Astle

ROLL CALL

MINUTES – February 25, 2008

March 10, 2008

COURTESIES

PROCLAMATIONS – World Water Day – March 29, 2008

ADMINISTRATOR REPORTS – Tina Volek

PUBLIC COMMENT on "NON-PUBLIC HEARING" Agenda Items: 1, 4, 5 and 6 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) **Phase 3 Landfill Expansion.** (Opened 3/11/08) Recommend delay of award until April 14, 2008.

[\(Corresponding Staff Memo A1\)](#)

(2) **W.O. 08-05, King Avenue East Water Main.**

(Opened 3/11/08) Recommend COP Construction, \$148,167.00.

[\(Corresponding Staff Memo A2\)](#)

(3) W.O. 08-06, King Avenue Lift Station. (Opened 3/11/08)

Recommend Williams Brother Construction, \$1,921,000.00.

[\(Corresponding Staff Memo A3\)](#)

B. Change Order #1 – Airport Improvement Program (AIP) 33 Project, Taxiway “A” Drainage and Rehabilitation, Western Municipal Construction, \$33,052.67 increase.

[\(Corresponding Staff Memo B\)](#)

C. Change Order #1 – Airport Improvement Program (AIP) 33 Project, Taxiway “A” Drainage and Rehabilitation, Riverside Sand and Gravel, \$39,405.30 deduction.

[\(Corresponding Staff Memo C\)](#)

D. Change Order #1 – Airport Improvement Program (AIP) 33 Project, Runway 7/25 Overlay, Riverside Sand and Gravel, \$70,405.29 deduction.

[\(Corresponding Staff Memo D\)](#)

E. Change Order #4 – New Baseball and Multi-Use Stadium Sound System, \$84,950.00, paid for from the Construction Fund.

[\(Corresponding Staff Memo E\)](#)

F. Contract with Reporter Office Products to provide paper and office supplies, \$250,000.00 (annual estimate), One-year contract with two, one-year options to renew.

[\(Corresponding Staff Memo F\)](#)

G. Agreement with Jon Dehler for exclusive naming rights of the new ballpark in consideration of his \$1 million donation to the ballpark construction, 20-year term.

[\(Corresponding Staff Memo G\)](#)

H. Agreement with Exxon/Mobil for the 2008 Exxon EPA Emissions Reduction Plan, funding an equipment replacement project with the Department of Parks, Recreation & Public Lands, \$300,000.00.

[\(Corresponding Staff Memo H\)](#)

I. Agreements (3) with Montana Department of Transportation (MDT) for realignment and signalization improvements to the Moore Lane-Monad Road Intersection; and reconstruction and new crossing signals to the Moore Lane Railroad Crossing.

- (1) MDT and City of Billings - Construction Agreement for City-Maintained Routes
- (2) MDT, City of Billings, and Montana Rail Link, Inc. - Construction and Maintenance Agreement
- (3) MDT, City of Billings, and Montana Rail Link, Inc. – Grade

Crossing Signals Tri-Party Agreement

[\(Corresponding Staff Memo I\)](#)

J. Amendment #3, Airport - 2008 Miscellaneous Improvements, Engineering Services Contract (5-year term), Morrison-Maierle, Inc., \$137,698.00.

[\(Corresponding Staff Memo J\)](#)

K. Amendment #4, Airport Improvement Program (AIP) 34 Project, Engineering Services Contract (5-year term), Morrison-Maierle, Inc., Staff recommends delaying approval until April 14, 2008.

[\(Corresponding Staff Memo K\)](#)

L. Amendment #6, Airport Operations Center Storage Mezzanine, Architectural Services Contract (5-year term), CTA Architects Engineers, \$6,630.68.

[\(Corresponding Staff Memo L\)](#)

M. Amendment #6, W.O. 04-36 Briarwood Sanitary Sewer Main Extension, Professional Engineering Services Contract, Morrison-Maierle, Inc., \$436,209.00.

[\(Corresponding Staff Memo M\)](#)

N. (1) Assignment and Transfer of Non-Commercial Aviation Ground Lease from Rocky Mountain Bancorporation, Inc. to BVDS, Inc.

(2) Approval of 20-year Limited Commercial Aviation Ground Lease with BVDS, Inc., (4/1/08-3/31/28); \$4,568.28 first year revenue, revenue for subsequent years according to Consumer Price Index for Urban Consumers.

[\(Corresponding Staff Memo N\)](#)

O. Approval of Bikes Belong Grant Application for Swords Park Trail, Phase 2, \$10,000 maximum.

[\(Corresponding Staff Memo O\)](#)

P. Resolution of Intent to Create SID 1384, Yellowstone Country Club Sanitary Sewer Extension and set a public hearing date of April 14, 2008.

[\(Corresponding Staff Memo P\)](#)

Q. Rescission of Final Plat of Central West Subdivision.

[\(Corresponding Staff Memo Q\)](#)

R. Preliminary Subsequent Minor Plat of Brookshire Subdivision. Conditional approval and adoption of Findings of Fact.

[\(Corresponding Staff Memo R\)](#)

S. Bills and Payroll.

(1) February 22, 2008

[\(Corresponding Staff Memo S1\)](#)

(2) February 29, 2008

[\(Corresponding Staff Memo S2\)](#)

(Action: approval or disapproval of Consent Agenda.)

REGULAR AGENDA:

2. **PUBLIC HEARING AND RESOLUTION** vacating a portion of alley within Block 261 of Billings Original Town for a value of \$3,125.00. Turnbull ITC, LLC, owner and petitioner. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

[\(Corresponding Staff Memo 2\)](#)

3. **PUBLIC HEARING** on Reallocation of CDBG Funds for Skate Park Restroom Building. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

[\(Corresponding Staff Memo 3\)](#)

4. **LOCKWOOD SEWER DISTRICT WASTEWATER AGREEMENT.** Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

[\(Corresponding Staff Memo 4\)](#)

5. **SITE DEVELOPMENT ORDINANCE VARIANCE #OP-08-01:** A variance from the Site Development Ordinance, Section 6-1203(j), concerning the required number of off-street parking stalls on Lots 11-18, Block 262, Billings Original Town, generally located at 2016 6th Avenue North. Staff recommends approval of the variance request with conditional deed restrictions. Action postponed until March 24, 2008. (Action: approval or disapproval of Staff recommendation.)

[\(Corresponding Staff Memo 5\)](#)

6. **FIRST READING ORDINANCE FOR ZONE CHANGE #831:** A zone change from Controlled Industrial to Central Business District in an area with general boundaries from the east side of North 25th Street to North 20th Street, and the south side of 6th Avenue North generally south to the railroad right-of-way. Public Hearing was held on January 28, 2008; action delayed until February 25, 2008. Staff recommends withdrawing the application and allowing the Salvation Army to pursue the variance request. (Action: approval or disapproval of Staff recommendation.)

[\(Corresponding Staff Memo 6\)](#)

7. **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)

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

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
Monday, March 24, 2008

TITLE: Phase 3 Landfill Expansion, Construction Contract Award
DEPARTMENT: Public Works
PRESENTED BY: David D. Mumford, P.E., Public Works Director

PROBLEM/ISSUE STATEMENT: This project is for the construction of the Phase 3 landfill cell within the licensed landfill area. The project includes excavation and construction of a HDPE liner and leachate collection system and related items. The project also includes an additive alternate for excavation in the existing Class IV disposal area. The Class IV disposal area was permitted last year and can only receive construction and demolition waste. The attached map shows the location of the new Phase 3 disposal cell and the Class IV disposal area in relation to the existing waste area. The project was designed by Great West Engineering, with whom the City has a professional services contract. The project was advertised on February 21st and 28th, and again on March 6th, for a bid opening on March 11, 2008. Six bids were received and are being evaluated by staff.

FINANCIAL IMPACT:

The project is included in the FY-08 CIP and utilizes Solid Waste Division funds.

RECOMMENDATION

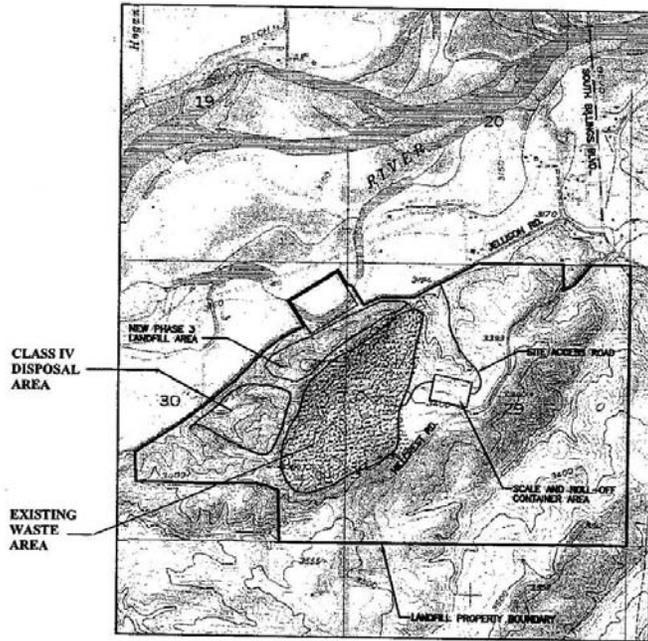
Staff recommends the delay of this bid award of the Phase 3 Landfill Expansion to April 14, 2008, in order for staff to have sufficient time to evaluate the bids received.

Approved By: City Administrator ____ City Attorney ____

ATTACHMENTS

ATTACHMENT 'A': Location Map

PHASE 3 LANDFILL EXPANSION LOCATION MAP



[\(Back to Consent Agenda\)](#)

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
Monday, March 24, 2008

TITLE: Work Order 08-05 King Avenue East Water Main Contract Award
DEPARTMENT: Public Works/Engineering
PRESENTED BY: David D. Mumford, PE, Public Works Director

PROBLEM/ISSUE STATEMENT: Bids were received and evaluated for WO 08-05, King Avenue East Water Main on March 11, 2008. This project involves the construction of water main within King Avenue East between Calhoun Lane and Orchard Lane. This will complete the loop between Calhoun Lane and Orchard Lane. This is first part of the improvements identified to be completed on King Avenue East between South Billings Boulevard and Orchard Lane. Other improvements include widening King Avenue East to five lanes. The water main project will be completed prior to starting the street widening project spurred by the development within Miller Crossing Subdivision.

ALTERNATIVES ANALYZED:

1. Award Work Order 08-05 King Avenue East Water Main, to COP Construction in the amount of \$148,167.00; or
2. Not award Work Order 08-05, King Avenue East Water Main.

FINANCIAL IMPACT: Funding for Work Order 08-05, King Avenue East Water Main, will be provided from water rehabilitation funds, possibly reimbursed from the newly formed TIFD. We received four responsive bids for this project as follows:

| | <u>Total</u> |
|-------------------------|---------------|
| Engineer's Estimate | \$ 100,494.00 |
| COP Construction | \$ 148,167.00 |
| Paradise Excavating | \$ 148,695.00 |
| Western Municipal | \$ 152,266.00 |
| Springline Construction | \$ 189,516.00 |

RECOMMENDATION

Staff recommends that Council approve the construction contract for Work Order 08-05, King Avenue East Water Main, with COP Construction in the amount of \$148,167.00.

Approved By: City Administrator ____ City Attorney ____

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AGENDA ITEM:



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
Monday, March 24, 2008

TITLE: W.O. 08-06, King Avenue Lift Station, Contract Award
DEPARTMENT: Public Works - Engineering
PRESENTED BY: David D. Mumford, P.E., Public Works Director

PROBLEM/ISSUE STATEMENT: This project will construct a sewer lift station, including a receiving manhole, six-foot diameter interim wet well, cast-in-place wet well, valve vault, and an electrical building that will house system controls and a backup generator. The lift station and associated components will be built within a dedicated easement inside Shiloh Crossing Subdivision located at the southeast corner of King Avenue West and Shiloh Road.

As a result of this project, infrastructure will be established to support further growth west of Shiloh Road. Sewer service will be available to areas immediately adjacent to the lift station, to areas south of King Ave. W. between 36th St. W. and Shiloh Rd. as well as to a large area north and south of King Ave. W. west of Shiloh Rd. Development as far north as Central Avenue to about 2,000 feet south of King Ave. W. and west to 72nd Street West could be served as a result of this project.

FINANCIAL IMPACT: Funding for this project will be provided from wastewater funds. Bids were opened on March 11, 2008, for W.O. 08-06 with the results listed below:

- Engineer's Estimate: \$1,300,000.00
- Williams Brother Construction, LLC: \$1,921,000.00

RECOMMENDATION

Staff recommends that Council award a construction contract for W.O. 08-06 to Williams Brother Construction, LLC in the amount of \$1,921,000.00 plus 10% contingency (\$192,100.00) for a total of \$2,113,100.00 using wastewater funds.

Approved By: City Administrator ____ City Attorney ____

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AGENDA ITEM:



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
Monday, March 24, 2008

TITLE: Change Order One with Western Municipal Construction, Airport Improvement Program (AIP) 33 Project, Taxiway "A" Drainage and Rehabilitation

DEPARTMENT: Aviation and Transit

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

PROBLEM/ISSUE STATEMENT: One of the projects included in the City's approved Capital Improvement Program, is the Taxiway "A" Drainage and Rehabilitation Improvement Project. This project was also approved by the Federal Aviation Administration (FAA), as an Airport Improvement Program (AIP) Project. This is the final balancing Change Order, which corrects the bid quantities to match the installed quantities for this project. The comparison of the quantities resulted in a \$7,669.83 deduction to the original Contract amount. Additionally, a bidding error by Western Construction resulted in a Change Order to increase the contract amount by \$40,722.50. Western's initial request to cover the bidding error was \$65,200; however, after reviewing the bidding error with Legal and the FAA, the \$40,722.50 adjustment was calculated to cover only Western's costs (no profit or overhead) on that portion of the work where the bidding error occurred. This adjustment did not change Western's status as low bidder.

FINANCIAL IMPACT: These changes will result in an increase of \$33,052.67. The original Contract amount of \$972,698.75 will be increased to \$1,005,751.42. This AIP Project is funded Federally at 95% and locally at 5%. The City's portion of the Change Order increase is approximately \$1,652.63.

RECOMMENDATION

Staff recommends that the City Council approve Change Order One to Western Municipal Construction, for AIP 33 Project, Taxiway "A" Drainage and Rehabilitation.

Approved By: City Administrator ____ City Attorney ____
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C

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM

CITY OF BILLINGS, MONTANA

Monday, March 24, 2008

TITLE: Change Order One with Riverside Sand and Gravel, Airport Improvement Program (AIP) 33 Project, Taxiway "A" Drainage and Rehabilitation

DEPARTMENT: Aviation and Transit

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

PROBLEM/ISSUE STATEMENT: One of the City's approved Capital Improvement Program projects that was recently completed is the Taxiway "A" Drainage and Rehabilitation Improvement Project. This project was also approved by the Federal Aviation Administration (FAA), as an Airport Improvement Program (AIP) Project. This is the final balancing Change Order, which corrects the bid quantities to match the installed quantities for this project. The comparison of the quantities resulted in a deduction to the original Contract amount. In this Contract, the major reduction is the cost associated with providing a security guard and vehicle, as required by the Transportation Security Administration. The reduction resulted when Riverside Sand and Gravel was also the low bidder on the Runway 7/25 Overlay project. These projects were constructed at the same time so the costs required to provide security for the Taxiway "A" Drainage and Rehabilitation project became redundant and were able to be removed from the project.

FINANCIAL IMPACT: These changes will result in a Change Order deduction of \$39,405.30. The original Contract amount of \$393,163.70 will be reduced to \$353,758.40. This AIP Project is funded Federally at 95% and locally at 5%. The City's portion of the Change Order deduct is approximately \$1,970.27.

RECOMMENDATION

Staff recommends that the City Council approve Change Order One to Riverside Sand and Gravel, for AIP 33 Project Taxiway "A" Drainage and Rehabilitation.

Approved By: City Administrator ____ City Attorney ____
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AGENDA ITEM:



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
Monday, March 24, 2008

TITLE: Change Order One with Riverside Sand and Gravel, Airport Improvement Program (AIP) 33 Project, Runway 7/25 Overlay

DEPARTMENT: Aviation and Transit

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

PROBLEM/ISSUE STATEMENT: One of the City's approved Capital Improvement Program projects, which was recently completed, is the Runway 7/25 Overlay Improvement Project. This project was also approved by the Federal Aviation Administration (FAA) as an Airport Improvement Program (AIP) Project. This is the final balancing Change Order, which corrects the bid quantities to match the installed quantities for this project. The comparison of the quantities resulted in a deduction to the original Contract amount. The major quantity reductions in this Contract are as follows:

- Amount of 3/4" surface aggregate reduced by 541 tons.
- Amount of base course aggregate reduced by 36 tons.
- Amount of runway grooving reduced by 4,300 square yards.
- Amount of top soil required reduced by 1,670 cubic yards.

FINANCIAL IMPACT: These changes will result in a Change Order deduction of \$70,405.29. The original Contract amount of \$778,900.81 will be reduced to \$708,495.52. This AIP Project is funded Federally at 95% and locally at 5%. The City's portion of the Change Order deduct is approximately \$3,520.26.

RECOMMENDATION

Staff recommends that the City Council approve Change Order One to Riverside Sand and Gravel, for AIP 33 Project, Runway 7/25 Overlay.

Approved By: City Administrator ____ City Attorney ____

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AGENDA ITEM:



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
Monday, March 24, 2008

TITLE: Award of Change Order #4 to Contract for the New Baseball and Multi-Use Stadium at Athletic Park
DEPARTMENT: Parks, Recreation, and Public Lands Department
PRESENTED BY: Mike Whitaker, Director, PRPL Department

PROBLEM/ISSUE STATEMENT: When the bids came in for the new baseball and multi-uses stadium, the bid price was not in line with the project budget. During the initial Value Engineering process the stadium sound system was cut as part of the cost cutting measures to bring construction costs in line with the project budget. Currently construction is proceeding on time and on budget as the new facility is taking shape. However a sound system for the new stadium remains as an unfunded item. According to the National Association of Professional Baseball Leagues (NAPBL) requirements, which were the standards we are required to build to, the stadium must be equipped with a sound system. A decision whether or not to provide a sound system is becoming crucial in order for the contractor to order and install the system in time for the project completion date and grand opening. In the regularly scheduled Steering Committee Meeting held on Tuesday March 11, 2008, a motion was made and passed to bring the sound system forward to City Council with the recommendation that Council accept and fund it. Attached is Change Order No. four (4) that reflects the associated cost increase of a sound system at the new facility.

FINANCIAL IMPACT: The financial impact will be a net *increase* to the project of \$84,950.00.

Location of Work: At Athletic Park comprising the entire block bounded by North 27th Street, North 25th Street, 9th Avenue North and 10th Avenue North.

Funding Sources: Increases will come from the Construction Fund.

RECOMMENDATION:

Staff recommends Council approve Change Order #4 to fund the sound system.

Approved By: City Administrator _____ City Attorney _____

ATTACHMENT: A. Change Order No. 4

Attachment A

CHANGE ORDER

No. Four(4)

PROJECT: Billings Baseball And Multi-Use Stadium **DATE OF ISSUANCE:** March 25, 2008

OWNER: City of Billings **OWNER'S PROJECT NO.** _____
(Name & Address) 510 N. Broadway, 4th Floor
Billings, MT 59101

CONTRACTOR: Langlas and Associates, Inc. **ARCHITECT:** HNTB Montana
2270 Grant Road **ARCHITECT'S PROJECT NO.** _____
Billings, MT 59102

CONTRACT FOR: Construction of a new baseball and multi-use stadium at Athletic Park

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

Purpose of Change Order: To provide and install a sound system per plans and specifications.

Attachments: Exhibit A: Letter from Langlas and Associates (March 13, 2008) updated cost for a sound system.

CHANGE IN CONTRACT PRICE:

Original Contract Price

\$ 11,459,800.00

Previous Change Orders:

- No. 1 \$(279,358.00)
- NO. 2 \$33,655.00
- No. 3 \$(21,860.00)

Contract Price prior to this Change Order

\$ 11,192,237.00

Net *increase* of this Change Order

\$ 84,950.00

CHANGE IN CONTRACT TIME:

Original Contract Time

June 30, 2008
days or date

Net Change from previous Change Orders

None
days

Contract Time prior to this Change Order

June 30, 2008
days or date

Net Increase (decrease) of this Change Order

None
Days

Contract Price with approved Change Order

\$ 11,277,187.00

Contract Time with approved Change Order

June 30, 2008
days or date

APPROVED:

By _____
Owner

RECOMMENDED:

By _____
Architect

APPROVED:

By _____
Contractor



Langlas & Associates, Inc.

-- General Contractors --

2270 Grant Road
Billings, Montana 59102

www.langlas.com

Phone (406) 656-0629
Fax (406) 656-1088

March 13, 2008

CTA Architects Engineers
13 North 23rd Street
Billings, MT 59101

RE: Billings Stadium

Mike Radke,

The cost to add the sound system to the contract at this date is \$84,950.00

A breakdown is as follows:

| | |
|---|-----------------|
| Original sound system quote | \$80,000.00 |
| The manufacturer of the digital signal processor will be different than that of the original specification. | |
| Supply and install 15 steel 4 x 4 x 10' tall speaker posts | \$3,750.00 |
| Paint 15 steel poles | <u>\$450.00</u> |
| Total change | \$84,950.00 |

Please let me know as with in one week of the date of this proposal if this is acceptable. If we do not have action on this item with in one week this proposal will be with drawn.

The sound system will not be part of any liquidated damages per the original contract.

Regards,

Brad Sinclair

CC: City of Billings - Mark Jarvis

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AGENDA ITEM:



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
Monday, March 24, 2008

TITLE: One-Year Contract (with two, one-year options to renew) to Provide Paper and Office Supplies.

DEPARTMENT: Administrative Services – Finance Division

PRESENTED BY: Liz Kampa-Weatherwax, Purchasing Agent

PROBLEM/ISSUE STATEMENT: The Finance Division recently prepared a Request for Proposals (RFP) for a one-year contract to provide paper and office supplies to City departments, with two, 1-year options to renew. The RFP was advertised in the *Billings Times* on February 14 and 21, 2008. Five companies were also sent copies of the RFP via e-mail.

The selection committee consisted of City staff: Liz Kampa-Weatherwax, Doris Cole, Liz Allen, Larry Diedrich, Mary Murphrey and Ginnie Burgess. Prices were requested for contract items (the top 100 items historically purchased by the City) and off-contract items (all other items purchased by the City). The following proposals were received and reviewed by the committee:

1. Reporter Office Products – Approx. Annual Price - \$250,000
2. Office Depot – Approx. Annual Price - \$265,000
3. Office Max – Committee unanimously agreed criteria was not met in this proposal.

The committee evaluated the proposals and considered Proposal Compliance, Comprehensive Services Provided, Related Experience, Firm Stability, Value-Added Services, Assigned Individuals and Quality Assurance, before considering charges for services. The committee unanimously selected the proposal from Reporter Office Products.

FINANCIAL IMPACT:

City Departments/Divisions spend approximately \$300,000/year on paper and office supplies and have been purchasing from various vendors for many years. At least seven City Divisions have agreed to utilize this centralized service contract. Cost savings will be realized through this contract, although the extent of savings is not yet determined. The Departments/Divisions have budgeted for this expense.

RECOMMENDATION

The Committee recommends that the City Council approve a one-year contract, with two, 1-year options to renew, with Reporter Office Products.

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

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AGENDA ITEM:



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
Monday, March 24, 2008

TITLE: Agreement Naming Dehler Park
 DEPARTMENT: City Administrator's Office/PRPL
 PRESENTED BY: Tina Volek, City Administrator

PROBLEM/ISSUE STATEMENT: Jon Dehler has donated \$1 million toward offsetting bond payments for the construction of Billings' new baseball park, with the first payment of \$400,000 being made in December 2007. In exchange for the single largest donation to help reduce costs of construction to the taxpayers, the City Council is asked to approve an agreement that would allow Mr. Dehler to name the ballpark for a 20-year period, commencing in January 2009.

Mr. Dehler has chosen to name the ballpark "Dehler Park," as shown in the attached letter. That name was recommended to the Council by the Ballpark Steering Committee at a special meeting on Tuesday, Feb. 26, and is scheduled to be considered for a similar recommendation by the Parks, Recreation and Public Lands Board at its meeting on March 12. A decision is needed soon so the logo for the new ballpark and related materials may be designed.

ALTERNATIVES ANALYZED: The City Council may:

- Approve the agreement and name the new ballpark Dehler Park.
- Postpone action on the agreement and naming rights.
- Amend the agreement and/or name.

FINANCIAL IMPACT: The City is expected to receive \$1 million over five years in exchange for approval of this agreement and name.

RECOMMENDATION

Approve the agreement and name the new ballpark Dehler Park.

Approved By: City Administrator ____ City Attorney ____

ATTACHMENTS:

- A – Dec. 28, 20078, letter from John Dehler; and
- B – Draft agreement for 20-year naming rights.

Jon L. Dehler
3948 Trailwood Drive
Billings, MT 59106
(406)690-2691

December 28, 2007

Tina Volek
City of Billings-Administration
210 N. 27th Street
Billings, MT 59103

Re: "DEHLER PARK" Contribution from Jon Dehler

Dear Tina:

It is with great joy that I remit to you my first installment in the amount of \$400,000.00 towards my pledge of \$1,000,000.00 to the City of Billings for the development/construction of the City's new baseball park!

It is exciting to see the incredible progress that is being made on the new park's construction and like so many of Billings citizens, I look forward to its completion and everyone's enjoyment of the facility for many years to come.

There are some changes to the "contract" that myself and my legal counsel have suggested, a copy of which is attached hereto. I do not believe that any of the suggested changes will cause any "heartburn" for anyone and I look forward to your comments.

One of the primary changes that I wish to make is the "installment" amounts of the yearly contributions. My preference is to have the balance of the pledge (\$600,000.00) paid in equal installments of \$150,000.00 each year hereafter for four (4) years, beginning December of 2008.

As an aside, I have chosen to name the new baseball park "Dehler Park".

Happy Holidays Tina!

Sincerely,

Jon L. Dehler

Jon L. Dehler

PS: What are the plans for the "future" skyboxes? I am very interested in securing a box and was not certain of the definitive plan or intention of the City.

**DONATION AGREEMENT
FOR THE NEW BASEBALL PARK**

THIS DONATION AGREEMENT FOR THE NEW BASEBALL PARK (this "Agreement") is made and entered into on _____, _____ by and between the CITY OF BILLINGS, a Montana Charter city ("CITY" hereinafter), and JON DEHLER, Billings, State of Montana ("DEHLER" hereinafter).

Deleted: H

RECITALS

WHEREAS, CITY is the owner of a baseball PARK and city park facility located at North 27th Street and 9th Avenue North in Billings, Montana, known as Cobb PARK in Athletic Park ("Athletic Park" herein); and

WHEREAS, a \$12.5 million dollar bond election was approved by voters on November 7, 2006, to fund major renovations to and construction of the baseball PARK at the Athletic Park (the baseball PARK as so renovated and constructed, "PARK" hereinafter); and

WHEREAS, the purpose of this Agreement is to grant DEHLER exclusive naming rights for the PARK through use of signage and related activities as set forth in this Agreement, including the exclusive right to have the Logo (as hereinafter defined) affixed to the PARK in the form specified herein so the general public comes to know the PARK as the "DEHLER PARK," in consideration of the donations to be made by DEHLER to CITY in the aggregate amount of \$1,000,000.00 as hereinafter provided.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and DEHLER mutually agree as follows:

1. DEFINITIONS.

1.1. "Intellectual Property" means, collectively, the Mark and the Logo.

1.2. "Mark" means the word mark "DEHLER PARK."

1.3. "Logo" means the Mark written in the typeface designated on Exhibit "A", or in the derivative or associated trademark, service mark, design, or logotype that incorporates the Mark or any portion of the Mark and is approved by DEHLER in his sole and absolute discretion for use in accordance with this Agreement.

2. DONATIONS; GRANT OF LICENSE.

2.1. **Donations.** In consideration of the exclusive rights granted to DEHLER by CITY pursuant to this Agreement, DEHLER agrees to donate to CITY in

immediately available funds, solely from his own funds and not from any business funds or accounts, \$1,000,000.00 in installments on the following dates and in the following amounts:

- (a) \$400,000.00 on the date of execution and delivery of this Agreement;
- (b) \$150,000.00 on December, 2008;
- (c) \$150,000.00 on December, 2009;
- (d) \$150,000.00 on December, 2010 and
- (e) \$150,000.00 on December 2011.

2.2. Grant of License. During the term of this Agreement, DEHLER grants CITY the right to use and to sublicense the use of the Intellectual Property subject to the terms of this Agreement. CITY acknowledges and agrees that (a) as between CITY and DEHLER, DEHLER is the sole owner of the Intellectual Property, (b) the goodwill arising from CITY's use of the Intellectual Property inures to the benefit of DEHLER and (c) CITY shall not acquire any rights in the Intellectual Property other than the rights of use set forth herein. The City's exercise of its license granted by DEHLER under this Section 2.2 shall at all times be in good taste and in a positive and promotional context as it relates to DEHLER and Athletic Park. CITY shall provide reasonable notice to DEHLER of CITY's intent to sublicense the Intellectual Property, including identification of the proposed sublicensee. DEHLER's consent to the sublicense is required, which consent DEHLER may not unreasonably withhold.

3. NAMING RIGHTS. DEHLER acknowledges and agrees that (a) as between CITY and DEHLER, CITY is the sole owner of the right to name the PARK and (b) CITY is licensing such naming rights to DEHLER solely during the term of this Agreement. CITY and DEHLER hereby agree the exclusive name of the PARK shall be "DEHLER PARK." CITY agrees to cause all announcements relating to the PARK, in any media, and all advertising for the PARK or any activity or event at the PARK, shall refer to the PARK as the "DEHLER PARK" to the extent any of the foregoing acts are controlled by CITY. CITY agrees to use its best efforts to identify the PARK as "DEHLER PARK" in any press releases, advertising, announcements, the answering of telephones, promotional and print materials produced, performed or disseminated by or for the account of CITY. In connection with the foregoing and notwithstanding anything to the contrary contained in this Agreement, DEHLER permits CITY to retain reasonable identification of the location of the "DEHLER PARK" as the City of Billings or in Billings, Montana. The PARK shall bear no name other than "DEHLER PARK" during the term of this Agreement.

4. IMPLEMENTATION. CITY and DEHLER agree to commence performance of this Agreement on the execution date of this Agreement and the delivery to the CITY by DEHLER of the first installment of \$400,000.00 as described above in Section 2.1(a). From and after that date, both CITY and DEHLER shall act in furtherance of and in accordance with this Agreement. ~~PARK~~

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200_ at which time it is anticipated
that the new

5. SIGNAGE AND OTHER NAMING RIGHTS OF DEHLER. DEHLER shall have the following rights in connection with the naming rights:

Deleted: shall have been renovated
and constructed and ready for use.

5.1. Permanent Outdoor Signage for Duration of Agreement.

DEHLER shall have the right at DEHLER's expense to affix to the front and back of the PARK prominent and permanent outdoor signage containing the words "DEHLER PARK" and conforming to the dimensions set forth in the diagrams in Exhibit "B". CITY shall ensure that the signage is visible to all patrons attending events, rentals, or programs taking place at the PARK, as well as to patrons visiting the PARK or utilizing the City park adjacent to the PARK.

5.2. Electronic Media. CITY shall use its best efforts to cause the PARK to be referred to as "DEHLER PARK" in all public service announcements and/or press releases pertaining to the PARK. CITY shall cause "DEHLER PARK" to be displayed prominently on the PARK website as well as the City of Billings Parks and Recreation website.

5.3. Print Media. CITY shall cause the PARK to be referred to as "DEHLER PARK" in all print media advertising promoting PARK events and in all trade publications or brochures in which the PARK is listed.

5.4. Printed Promotional Material. CITY shall cause "DEHLER PARK" to be displayed prominently on all posters, flyers and promotions promoting PARK events and to appear on all event tickets printed for events at the PARK.

5.5. Printed Electronic Communications. CITY shall cause the PARK to be referred to as "DEHLER PARK" in all printed electronic communication mediums produced for the PARK.

5.6. Printed Information Guides. CITY shall cause all PARK information guides to refer to the PARK as "DEHLER PARK."

5.7. Television and Radio. CITY shall cause the PARK to be referred to as "DEHLER PARK" in all PARK event television commercials. CITY shall use its best efforts to cause "DEHLER PARK" to have local visibility through broadcasting events at the PARK including:

5.7.1. Grand opening events;

- 5.7.2. CITY sponsored community events and performances;
- 5.7.3. Private rentals for non-profit organizations and church groups; and
- 5.7.4. CITY sponsored cultural arts programs for youth.

CITY shall use its best efforts to cause the PARK to be referred to as “DEHLER PARK” in all PARK event promotions or local radio, including the announcements of upcoming concerts and performances at the PARK.

5.8. Directional Signage. CITY shall use its best efforts to have the name “DEHLER PARK” displayed in association with the PARK on all promotional and street and highway directional signs which refer to the PARK.

5.9. Outdoor Advertising. CITY shall cause the PARK to be referred to as “DEHLER **PARK**” on any outdoor billboards owned or otherwise controlled by CITY promoting the PARK and events held at the PARK.

5.10. Quality Control. All signage and other usage or placement of the Intellectual Property by or on behalf of CITY shall be subject to the prior written approval of DEHLER. CITY shall not use or permit the Intellectual Property to be used in a manner or context which would disparage or reflect adversely upon the goodwill, reputation or community image of DEHLER and shall notify DEHLER in the event CITY discovers any infringing or harmful use of the Intellectual Property. DEHLER shall have the right to audit CITY’s use of the Intellectual Property at the PARK or other premises of CITY during regular business hours upon reasonable notice.

[6. **SPONSORSHIP OPPORTUNITIES.** DEHLER shall have the right of first refusal for sponsorship of CITY events at the PARK.] [NOTE TO JON: This section has not been developed. Please let me know what you have in mind and I will propose language. As written, it is far too vague for me.]

7. RECREATION AND PARKS BROCHURE ADVERTISEMENT. CITY shall use its best efforts to mention PARK events, where appropriate, in the CITY’s Parks and Recreation brochure and shall refer to the PARK as “DEHLER **PARK**” in any such mention.

8. TERM. Unless sooner terminated as herein provided, this Agreement shall commence January 1 of the year immediately following the year in which the PARK is completed and placed in use as a public facility by CITY, and continue in effect for 20 years thereafter. In the event CITY receives an offer from a third party for any of the naming or other rights granted to DEHLER hereunder, DEHLER shall have the right to match such offer, and by doing so shall be entitled to such naming and other rights subject to the right of refusal. Such new terms agreed to between CITY and DEHLER shall be included as an amendment to the Agreement and shall take effect at the

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conclusion of the 20-year term. No such third party offer shall affect DEHLER's exclusive rights hereunder during the 20-year term of this Agreement.

9. ASSIGNMENT. Neither this Agreement, nor any interest in it, may be assigned or transferred by any party without the prior written consent of all the parties. In no event shall DEHLER assign this Agreement to any related entity without the consent of CITY, which consent CITY may withhold in its sole and absolute discretion.

Deleted: which has in the eyes of the general public become so closely associated with unlawful business or financial practices or conduct constituting moral turpitude that connection to such entity due to this Agreement would materially adversely affect the reputation of or would cause substantial embarrassment to CITY.

10. BINDING EFFECT. The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.

11. COMPLIANCE WITH ALL LAWS. DEHLER shall, at the sole cost of DEHLER, comply with all of the requirements of municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities, all municipal ordinances and state and federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Billings business license where required.

12. COUNTERPARTS. This Agreement may be executed simultaneously or in one or more counterparts, each of which shall be deemed an original but all of which together constitute on and the same instrument.

13. EXHIBITS. In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

14. GOVERNING LAW. The laws of the State of Montana (without giving effect to conflicts of laws principles thereof) will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Yellowstone County, Montana.

15. FURTHER ASSURANCES. Each party shall execute and deliver such papers, documents and instruments and perform such acts as are necessary or appropriate to implement the terms of this Agreement and the intent of the parties to this Agreement.

16. NEGATION OF PARTNERSHIP. CITY and DEHLER shall not become or be deemed a partner or joint venturer with any other party or associate in any such relationship with any other party by reason of the provisions of this Agreement.

17. NO WAIVER OF DEFAULT. The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

18. NOTICES. All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows or at any other address designated by notice:

CITY: CITY OF BILLINGS
P.O. Box 1178
Billings, MT 59103
Attention: _____

DEHLER: Jon Dehler
200 Regal Street
Billings, MT 59101

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19. RESOURCE ALLOCATION. All obligations of CITY under the terms of this Agreement are subject to the appropriation and allocation of resources by the Billings City Council.

20. GOVERNMENTAL AUTHORITY AND APPROVAL. CITY represents and states to DEHLER that CITY has requisite power and authority to execute this Agreement and such execution and performance of this Agreement by CITY will not violate any existing statute, charter, rule, ordinance or any agreement or contract to which CITY is a party. CITY represents that no further counsel, administrative or other approvals are necessary for the execution and full performance hereunder by CITY.

21. REMEDIES. All remedies in law or equity shall be available to the parties upon breach of provisions of this Agreement, including, without limitation, termination by CITY in the event DEHLER fails to make donations in a timely fashion pursuant to paragraph 2.1 hereof. The election of one or more remedies shall not bar the use of other remedies unless the circumstances made the remedies incompatible.

22. TAX EFFECT. None of the parties (nor such parties' counsel or accountants) has made or is making in this Agreement any representation to any other party (or such party's counsel or accountants) concerning any of the tax effects or consequences on the other party of the transactions provided for in this Agreement. Each party represents that it has obtained, or may obtain, independent tax advice with respect thereto and upon which it, if so obtained, has solely relied.

23. **TIME.** Time is of the essence in this Agreement.

CITY OF BILLINGS, MONTANA

By _____
Its _____

JON DEHLER

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[\(Back to Consent Agenda\)](#)

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
Monday, March 24, 2008

TITLE: Approval of 2008 Exxon EPA Emissions Reduction Plan Agreement
DEPARTMENT: Department of Parks, Recreation & Public Lands
PRESENTED BY: Mike Whitaker, PRPL Director

PROBLEM/ISSUE STATEMENT: The Exxon/Mobil Refinery is required by the U. S. Environmental Protection Agency to undertake a diesel fuel emissions reduction project in the Billings area for the amount of \$300,000. After investigating different alternatives, the Billings Exxon Refinery chose to fund an equipment replacement project with the Billings PRPL Department. The City and Exxon Refinery have put together a plan and EPA has approved it, contingent on the City entering into an agreement with Exxon that commits the City to destroy the old engines that are replaced, maintain the vehicles purchased, to only burn ultra-low sulphur fuel, and include idling controls on the equipment involved. The Billings Parks, Recreation and Cemetery Board reviewed the agreement at the February 13, 2008, meeting and recommends the City Council approve the agreement with Exxon-Mobil for the equipment replacement plan.

ALTERNATIVES ANALYZED: The alternatives analyzed were to:

- To approve the agreement and accept the grant to replace the vehicles and engines in aging high-use, high-emitting, diesel equipment in the Billings PRPL Department. This is the staff recommendation.
- Do not approve the agreement or accept the grant and continue to operate the equipment until its regularly scheduled replacement time when it will be replaced using City funds.

FINANCIAL IMPACT: Billings Exxon Refinery will purchase up to \$300,000 in current year equipment for the City of Billings Parks Recreation and Public Lands Department. The Equipment Replacement Fund will be minimally affected since only one of the pieces of equipment involved will be the Equipment Replacement Program.

RECOMMENDATION:

Staff recommends that Council approve the Supplemental Environmental Project Agreement with the Billings Exxon-Mobil Refinery for the Diesel Emissions Reduction Project as proposed.

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

ATTACHMENTS:

- A. Supplemental Environmental Project (SEP) Agreement
- B. Exxon Diesel Emissions Reduction Project Plan

INTRODUCTION

The Billings Exxon-Mobil Refinery is required by the EPA to fund a diesel emissions reduction project for the amount of \$300,000. They have developed an emissions reduction plan targeting obsolete high emission engines in equipment operated by the PRPL Department. Part of the plan requires an agreement with the City of Billings to receive the equipment and remove from service the diesel engines from the targeted equipment.

PROCEDURAL HISTORY

- November, 2006, plan was developed with Exxon-Mobil, the City Motor Pool staff, and Department staff.
- February, 2007, the plan was submitted to the EPA
- November, 2007, the EPA approved the plan and the needed agreement between the City and the refinery was drafted.
- March, 2008, a final draft of the agreement is ready to be considered by the City Council.
- If approved by City Council, the agreement will be copied to the EPA and their final go-ahead received. The date for completion of the purchase of the equipment will be December 31, 2009.

BACKGROUND

On December 13, 2005, the Exxon/Mobil diesel fuel refineries received an adverse judgment by the U. S. Environmental Protection Agency requiring each refinery producing diesel fuel to undertake a diesel emissions reduction project for the area location of each refinery. The Billings Exxon refinery is required to provide an emissions reduction project of \$300,000 as their proportionate share of the overall judgment amount. The criteria to be met by the plan is 1) to replace high emitting heavily used in-service vehicles or engines with models that meet 2007 EPA emissions standards; 2) to be of benefit to sensitive populations in the refinery area; 3) to cover the hardware and installation costs; 4) to cover vehicles and engines that the owner/operators have committed to maintain, to burn ultra-low sulphur fuel in, and to equip the units with idle emissions controls. After investigating different alternatives, the Billings Exxon Refinery chose to fund an equipment replacement project with the PRPL Department that would replace a 1997 Ford F 450 Wittke garbage packer truck, a 1991 TMC bus used by the Recreation Division, and replace the engines in a pair of 2001 Jacobsen HR 9016 wide area mowers. including a 10 Cubic Yard Trash Compactor truck with automatic side loading, \$130,000; 2 diesel powered 20 passenger bus units, \$140,000; and install 2 2007 Kubota diesel engines that meet Tier II diesel emissions standards, \$25,000. As called for in the Agreement, the City will take bids for the equipment, however the invoices will be submitted to Exxon for direct payment. The Department equipment and operation maintenance costs will be reduced compared to the cost of operating the existing units, including a reduction in fuel used because of higher engine efficiency in the new equipment. The EPA has approved the plan as described contingent on the City entering into an agreement with Exxon that commits the City to destroy the old engines that are replaced, maintain the vehicles purchased through the plan, to only burn ultra-low sulphur

fuel, and to include idling controls on each new vehicle and the mowers involved. The replacement equipment must all be powered by diesel engines meeting 2007 EPA emissions standards. If there are funds left after the equipment is purchased the remaining balance will be provided to the City for maintenance and parts for it. The Billings Parks, Recreation and Cemetery Board reviewed the agreement at the February 13, 2008, meeting and recommends the City Council approve the agreement with Exxon-Mobil for the equipment replacement plan.

ALTERNATIVES ANALYZED

The alternatives analyzed were to:

- To approve the agreement and accept the grant to replace the vehicles and engines in aging high-use, high-emitting, diesel equipment in the Billings PRPL Department. This is the staff recommendation.
- Do not approve the agreement or accept the grant and continue to operate the equipment until its regularly scheduled replacement time when it will be replaced using City funds.

STAKEHOLDERS

- Billings Exxon-Mobil Refinery discharges their obligations to fund a diesel emissions reduction project.
- U. S. EPA achieves a reduction in diesel fuel emissions in the Billings Exxon Refinery area.
- The City of Billings defers the purchase of replacement equipment for the 5 units involved for 5 to 20 years, and increases operational efficiency within the PRPL Department.
- Billing's area residents benefit from a reduction in diesel emissions and an improvement in air-quality.
- The Billings Taxpayers benefit from the reduced cost for the replacement of the equipment involved.

CONSISTENCY WITH ADOPTED POLICIES AND PLANS

The SEP Agreement funding a significant equipment replacement project for the City of Billings comes at a time when all financial resources for the city are being strained through a series of adverse lawsuit judgments, aggressive increases in energy costs, and stagnant General Fund Tax base. This provides new, low maintenance equipment that is cheaper to operate and take out of service old, obsolete, second hand units taken out of service in their primary department areas due to age and high service time or mileage.

RECOMMENDATION:

Staff recommends that Council approve the SEP Agreement with the Billings Exxon-Mobil Refinery for the Diesel Emissions Reduction Project as proposed.

ATTACHMENTS:

- A. Supplemental Environmental Project (SEP) Agreement
- B. Exxon Diesel Emissions Reduction Project Plan

**EXXON MOBIL BILLINGS REFINERY
DIESEL ENGINE EMISSIONS REDUCTION PROJECT
PROJECT FUNDING AGREEMENT**

AGREEMENT MADE THIS _____ DAY OF _____,
2008, BETWEEN Exxon Mobil Corporation (ExxonMobil) and The City of Billings, Montana
(Recipient).

WHEREAS, ExxonMobil is required to implement an emission reduction supplemental environmental project ("SEP") that shall involve the retrofit of high-emitting in-service heavy duty diesel vehicles with emissions control equipment or the replacement of vehicles or engines in order to reduce emissions of particulate and/or ozone precursors,

WHEREAS, the Recipient owns and operates a fleet of vehicles and maintenance equipment to service the City of Billings, Montana, Parks and Recreation facilities. The vehicles and maintenance equipment used by the Recipient includes a 1991 TMC diesel engine, a 1997 Ford F-450 Wittke Garbage Packer, and two Jacobsen HR 9016 mowers. The Recipient represents that the 1991 TMC bus is in service six days a week during the summer months (a twelve week period) and is used to transport over 400 children in the Billings area to and from summer camps. In addition, the bus is used to transport senior program participants to various special events in the Billings area through out the year. The Recipient represents that the 1997 Ford F-450 Wittke Garbage Packer is used five days a week throughout the year to collect garbage from all of the City's Parks and Recreation facilities. The Recipient also represents that the two Jacobsen HR 9016 mowers are in service six days a week during the summer months (a twelve week period) for landscape maintenance activities.

WHEREAS, the purpose of this Agreement is to implement a project to reduce emissions from in-service fleet vehicles, including enhancement of the availability of ultra-low sulfur diesel fuel for such fleets or replacement of high-emitting vehicles or engines as well as the goal of creating benefits to sensitive populations that are otherwise exposed to particulate emissions and ozone precursors from such vehicles.; and

WHEREAS, the purpose of this Agreement is to set out the terms and conditions under which ExxonMobil will provide funding to (1) replace the 1991 TMC bus with two new 2008 diesel-fueled Para-Transit commuter vans that meet the 2007 Environmental Protection Agency (EPA) diesel engine emission criteria; (2) replace the 1997 Ford F-450 Wittke Garbage Packer with a new 2008 7.3 liter Automated Garbage Packer Unit installed with an electronic diesel engine meeting the 2007 EPA diesel engine emission criteria; and (3) retrofit two diesel-fueled Jacobsen HR 9016 mowers with two new Kubota 90 horsepower diesel engines that meet the Tier II EPA emissions criteria.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. TERM

a. Effective Date. This Agreement shall become effective upon the date first set forth above.

b. Duration. Unless earlier terminated or withdrawn from in accordance with Section 6.a of this Agreement, this Agreement shall expire upon ExxonMobil's issuance of a Certificate of Completion as provided in Section 4.d of this Agreement.

2. FUNDING CONDITIONS GENERALLY

a. Program Description. ExxonMobil shall provide funding up to, but not to exceed, \$300,000 to (1) replace the 1991 TMC bus with two new 2008 diesel-fueled Para-Transit commuter vans at an estimated cost of \$70,000 each (\$140,000 total); (2) replace the 1997 Ford F-450 Wittke Garbage Packer with a new 2008 7.3 liter Automated Garbage Packer Unit installed with an electronic diesel engine at an estimated cost of \$130,000; and (3) retrofit two diesel-fueled Jacobsen HR 9016 mowers with two new Kubota 90 horsepower diesel engines at an estimated cost of \$13,067 each (\$26,134 total). Should the total cost of these items be less than \$300,000, then any amount remaining shall be paid only for incremental maintenance costs and/or reasonable costs of repairs for said items should such expenses be incurred within 4 years of the effective date of this Agreement.

b. Program Deadlines. Installation of the two new Kubota 90 horsepower diesel engines and purchase of the two new 2008 diesel-fueled Para-Transit commuter vans and new 2008 7.3 liter Automated Garbage Packer Unit shall be completed by no later than December 31, 2009.

3. COVENANTS BY FUND RECIPIENT

a. Adherence to Covenants; Duty to Cooperate. Recipient covenants to adhere to the Covenants set forth in this Section 3. Deviation from the Covenants may affect payments under this Agreement. Recipient agrees to cooperate with ExxonMobil to effectuate the purposes of this Agreement.

b. Restriction on Use of Funds; Return of Funds Not Spent in Accordance With Agreement. Recipient shall not use any funds provided under this Agreement except in accordance with this Agreement. Recipient acknowledges and accepts an unqualified obligation to return any and all funds disbursed by ExxonMobil under this Agreement but not spent by Recipient in accordance with Sections 2 or 3 of this Agreement.

c. Assumption of the Risk. Recipient assumes all risk relating to or arising from its use of Program funds, including, without limitation, risks relating to the installation of retrofit diesel engines on the two Jacobsen HR 9016 mowers and the operation of the purchased replacement vehicles.

d. Documentation. Recipient shall be required to provide proof to ExxonMobil of Recipient's fulfillment of the Covenants set forth in this Section 3. Acceptability of such proof shall be committed to ExxonMobil's reasonable discretion. Required documentation will include, but will not necessarily be limited to the following:

(i) Documentation of Services and/or Materials Purchased. Recipient shall provide one (1) copy of final approved invoices for the services and/or materials/vehicles/engines purchased. Invoices shall show quantities of services and/or materials/vehicles/engines purchased and part names and numbers (as appropriate). In addition, recipient shall provide proof of warranty. Recipient shall explain any deviations from the planned services and/or materials. In addition, recipient shall provide proof of purchase of ultra-low sulfur diesel (ULSD) fuel.

(ii) Certification of Installation. Recipient shall provide a copy of the certificate of installation for each new Kubota 90 horsepower diesel engine installed. Recipient shall also provide a copy of the vendor's data logging results. The certificate of installation form must include information about the vendor, the Kubota 90 horsepower diesel engines installed, and/or any other purchased equipment. The data logging results must include information about the results of the data logging, the dates of data logging, the location of the data logger probe, and a statement from the vendor attesting that the replaced vehicles and diesel engines meet the filter verification requirements.

For vehicle or engine replacements, Recipient shall provide documentation of the final disposal of the vehicles or engines being replaced by new vehicles or engines purchased under this program, for proof that the diesel engines replaced by this project have been rendered inoperable and permanently removed from service.

(iii) Project Installation Report. Recipient shall provide ExxonMobil with a Project Installation Report in a form to be specified by ExxonMobil but which shall include, but not be limited to, contact information, equipment information (number & type installed), installation vendor information, ULSD usage information, anti-idling policy information, any problems encountered during installation, and the certification of an authorized representative (in such form as ExxonMobil shall require) that the invoices for services and materials are complete and accurate and that the work has been completed and deemed to be satisfactory.

e. Record Keeping. Recipient shall maintain the Documentation described in Section 3.d of this Agreement for a period of five years following (i) ExxonMobil's issuance of a certificate of Completion as provided in Section 4.d of this Agreement, or (ii) earlier termination or withdrawal in accordance with Section 6.a of this Agreement.

f. Maintenance. Recipients are required to make all reasonable efforts, including the assertion of equipment warranty claims, to use and maintain properly for a period of at least four years the two new 2008 diesel-fueled Para-Transit commuter vans, the new 2008 7.3 liter Automated Garbage Packer Unit, and the two diesel-fueled Jacobsen HR 9016 mowers with two new Kubota 90 horsepower diesel engines purchased and installed under this Program. If, in the course of ExxonMobil's inspections, it appears that equipment is not functioning properly and the malfunction might give rise to a warranty claim, ExxonMobil will recommend to the fund recipient that it pursue a warranty claim. Failure to use and maintain properly the equipment or vehicles may require that all or a portion of the funding awarded for the retrofit or replacement not used or properly maintained be returned to ExxonMobil.

g. Use of Ultra Low Sulfur Diesel. Recipient shall ensure that all affected vehicles provided by this Program or retrofit under this Program are fueled with ultra low-sulfur diesel for at least four years after the purchase or the retrofit.

h. Inspection. Recipient acknowledges and agrees that ExxonMobil may review, audit, and inspect, at reasonable times and in a reasonable manner, (i) Recipient's documentation as required by Section 3.d of this Agreement, and/or (ii) facilities (including buses) at which activities funded by the Program funds are performed for purposes of assessing Recipient's fulfillment of Sections 2 and 3 of this Agreement. Recipient shall assure ExxonMobil's and the U.S. Environmental Protection Agency's access to third-party facilities at which activities funded by the Program funds are performed.

i. Compliance with Laws; Insurance. Recipient agrees to conduct, and to ensure that any contractors hired with Program funds will conduct, all activities in compliance with applicable federal, state, and local laws, regulations, and ordinances; to secure all appropriate necessary public or private permits and consents; to obtain and maintain all appropriate insurance against liability for injury to persons or property arising from its use of the Program funds; and to the extent feasible, take steps to achieve additional emission reductions in connection with the affected vehicles or engines such as by implementing an idle control program.

4. COVENANTS BY EXXONMOBIL

a. Disbursement of Program Funds. Subject to ExxonMobil's rights under this Agreement, if Recipient fulfills the conditions of Sections 2.b and 3 of this Agreement, ExxonMobil shall authorize disbursement of Program funds to Recipient or to Recipient's designated payee as identified by Recipient within 60 days of ExxonMobil's acceptance of Project Installation Report specified in Section 3.d.iii.

b. No Additional Support. By authorizing disbursement of funds pursuant to Section 4.a of this Agreement, ExxonMobil assumes no obligation to provide further funding beyond the terms provided in this Agreement.

c. Taxes. Recipient represents that it is a State of Montana municipal corporation that is exempt from all federal and state income taxes. ExxonMobil is not responsible for any taxes that may be imposed on Recipient as a result of Recipient's receipt of the Program funds.

d. Certificate of Completion. ExxonMobil shall review Recipient's Payment Documentation (including invoices, warranties, certificates of installation, Project Installation Report [as described in Section 3.d.(iii) of this Agreement], as well as four Annual Reports in 2008, 2009, 2010, and 2011 and, if deemed satisfactory in ExxonMobil's sole discretion, provide a Certificate of Completion. Such certificate shall indicate ExxonMobil's determination that Recipient's use of Program funds adhered to the Covenants in Section 3 of this Agreement and that ExxonMobil waives any right to the return of disbursed funds that might otherwise exist under this Agreement.

5. DISPUTES

a. Good Faith Negotiations. The parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested ("Initial Notice"). The recipient of such Initial Notice shall respond within five (5) business days with a written statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of the Initial Notice and response, then representatives of each party with full settlement authority will meet at a mutually agreeable time and place within twenty (20) days of the date of the Initial Notice in order to exchange relevant information and perspectives, and to attempt to resolve the dispute.

b. Arbitration. Should the negotiations provided in Section 5.a be unsuccessful, or should the meeting of the representatives of each party with full settlement authority not take place within twenty days of the date of the Initial Notice, the matter may be submitted by either party to arbitration and no written or oral representation made during the course of the preceding settlement negotiations shall be deemed to be a party admission. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The arbitral panel shall hold hearings in Billings, Montana and shall consist of three arbitrators unless both parties agree in writing to a single-arbitrator panel.-The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction-thereof.

6. REMEDIES

a. ExxonMobil 's Termination Right; Recipient's Right to Withdraw. ExxonMobil may terminate Recipient's participation, or Recipient may withdraw from

the Agreement, upon five (5) days written notice to the other party. Recipient's failure to adhere to Sections 2 or 3 of this Agreement shall be cause for termination. In the event of termination or withdrawal, ExxonMobil shall stop the disbursement of funds. In the event of termination by ExxonMobil, ExxonMobil agrees to pay all documented, non-cancelable commitments made by Recipient prior to notice of termination, subject to the requirements of Section 3. b of this Agreement. Within thirty (30) days of receipt of notice of termination or service of notice of withdrawal, Recipient shall repay to ExxonMobil all funds that have been disbursed but not expended in accordance with Sections 2 or 3 of this Agreement.

b. Exclusive Remedy. Recipient acknowledges and agrees that its sole and exclusive remedy with respect to the subject matter of this Agreement, or directly or indirectly connected with or related to such subject matter, shall be to enforce ExxonMobil's obligations under Section 4.a of this Agreement for the disbursement of funds as set forth in Section 2.a, and Recipient otherwise expressly waives any right to an action under state, federal, or common law; sounding in negligence, strict liability, tort; or any other legal theory. In no event shall ExxonMobil's liability for any and all payments under this Agreement exceed three-hundred thousand dollars (\$300,000) as set forth in Section 2.a, except to the extent of reasonable costs and expenses of collection, including, but not limited to, reasonable attorneys fees.

c. Limitation on Damages. Notwithstanding Recipient's exclusive remedy under Section 6.b, ExxonMobil shall not be responsible for delay or failure in performance resulting from causes beyond its reasonable control. In no event shall ExxonMobil be liable to Recipient for any special, incidental, or consequential damages, even if advised of the possibility of such damages.

d. Release and Indemnity of ExxonMobil. Except for damages provided under Section 6.b, above, the Recipient hereby releases and covenants not to sue ExxonMobil, now and forever, and agrees to indemnify and hold ExxonMobil harmless, from any and all claims, demands, actions, or causes of actions of whatever kind or nature, either known or unknown, discovered or undiscovered, caused by the recipient's negligent or intentional acts or omissions while performing its responsibilities under this Agreement.

e. Return of Funds by Recipient. If at any time it is determined, through documentary evidence, inspection, or other means, that vehicles and/or engines retrofitted or replaced using funds provided by this Agreement have been fueled with any substance other than ultra-low sulfur diesel fuel, or that Recipient has not made all reasonable efforts to install and maintain retrofit equipment, vehicles or engines in good working order, including the assertion of equipment warranty claims, Recipient shall be liable to return to ExxonMobil the entire amount of funds received for the retrofit or replacement of that particular vehicle (inclusive of ultra-low sulfur diesel fuel subsidy, if applicable). ExxonMobil shall make the final determination regarding the return of funds and may determine that Recipient is not required to return funds if Recipient can demonstrate that it cannot return the funds without ceasing the funding of an essential service.

7. **GENERAL**

a. No Agency. Nothing in this Agreement shall be construed to imply that Recipient, or any of its employees, agents, representatives, or contractors, are agents of ExxonMobil.

b. No Third-Party Beneficiaries. This Agreement shall be for the sole benefit of the parties to the Agreement and is not intended nor shall it be construed to give any other person any legal or equitable right, benefit, remedy, or claim.

c. Notices. All notices and other communications between and among the parties to this Agreement shall be addressed to the following:

If to Recipient: City Administrator
 PO Box 1178
 Billings, Montana 59103-1178

If to ExxonMobil:

d. Amendments. No amendment to this Agreement shall be deemed effective unless in writing and signed by authorized representatives of the parties.

e. Survival. The obligations, covenants, and agreements set forth in Sections 3.b and c; Sections 5.a and b; and Sections 6.b, c, d and e of this Agreement shall survive the expiration or earlier termination of this Agreement.

f. No Waiver. No waiver of any breach of this Agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision of this Agreement.

g. Authority. Each undersigned representative of a party certifies that he or she is fully authorized to enter into this Agreement and to execute and legally bind such party to this Agreement.

h. Captions. Captions in this Agreement are used only for convenience in finding the subject matters and are not part of this Agreement or to be used in determining the intent of the parties or to otherwise interpret this Agreement.

i. Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be severed from this Agreement and to the extent possible, this Agreement shall continue without affect to the remaining provisions.

j. Assignment. Recipient may not assign its rights nor delegate its duties under this Agreement without prior written approval of ExxonMobil.

k. Governing Law. The validity, enforceability and interpretation of this Agreement shall be determined and governed by the laws of Montana and, where applicable by virtue of preemption, under the laws of the United States of America. By entering into this Agreement, Recipient agrees to submit to the jurisdiction of the courts of the State of Montana.

l. Entire Agreement; Precedence. This Agreement contains the entire agreement of the parties, and there are no understandings or agreements between the parties that are not expressed in this Agreement.

m. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and together shall constitute one and the same instrument binding on the parties.

IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed on its behalf by their duly authorized agents.

Exxon Mobil Corporation

Recipient: City Of Billings, Montana

By: _____
Print Name: Geoffrey A. Craft
Title: Refinery Manager
Date: _____

By: _____
Print Name: Ron Tussing
Title: Mayor
Date: _____

EXXONMOBIL DIESEL EMISSIONS REDUCTION PROJECT



Proposed Project Description:

The City of Billings owns two (2) 2001 Jacobsen HR 9016 mowers (Unit # 1642 VIN# 1715, and Unit # 1643 VIN# 1717) used for City Park maintenance. These units each have approximately 3600 hours. The mowers are highly visible pieces of equipment that travel between the City parks to perform mowing on a daily basis during the spring, summer and fall months. These units are equipped with Italian/VM Motori 2.8 ltr, 61hp diesel engines with Bosch fuel pumps.

Problem Description:

The engines do not meet the current 2007 emission standards, are becoming unreliable with age and no longer supported with replacement parts as well as minimal dealer support. Parts that are available need to be ordered from a supplier in Italy resulting in forbidden downtime and costs to repair these units. The City has experienced a fuel pump failure during the 2006 summer mowing season with one of the units. The closest pump rebuilder was in Portland Oregon. The pump had to be sent to Portland and they had to order parts from overseas which resulted in a 60 day down time period of the machine during the summer mowing season.

Resolution:

Jacobsen Technical Service Engineers and the local Jacobsen dealer, Turf Care have informed us that there is a new replacement retrofit engine available for these units due to the on-going problems with the original engines. The new engines are Kubota 90 hp, meeting tier II emissions. Part # 4139134.

The cost of the retrofit engine assembly is \$11,509, plus \$941 for the installation per unit. The total retrofit project cost for two units is \$24,900.

Optional Resolution:

To replace both mowers with new units with the new Kubota engine meeting the 2007 emission standards.

Cost per unit is \$66,000 for a total project cost of \$132,000.

**ExxonMobil Billings Refinery
Diesel Emissions Reduction Project
Statement of Work (SOW)**

Project Overview

The Billings City Parks, Recreation and Public Lands Department (Recipient) owns and operates a fleet of vehicles and maintenance equipment to service the City of Billings, Montana Parks and Recreation Facilities. The vehicles and maintenance equipment used by the Recipient includes a 1991 TMC diesel engine bus, a 1997 Ford F-450 Wittke Garbage Packer, and two Jacobsen HR 9016 mowers. The Recipient represents that the 1991 TMC bus is in service six days a week during the summer months (a twelve week period) and is used to transport over 400 children in the Billings area to and from summer camps. In addition, the bus is used to transport senior program participants to various special events in the Billings area throughout the year. The Recipient represents that the 1997 Ford F-450 Wittke Garbage Packer is used five days a week throughout the year to collect garbage from all of the City's Parks and Recreation facilities. The Recipient also represents that the two Jacobsen HR 9016 mowers are in service six days a week during the summer months (a twelve week period) for landscape maintenance activities.

In order to fulfill its obligations under Appendix Q, Paragraph B of the Consent Decree in Case No. 05 C 5809, entered on December 13, 2005, the ExxonMobil Billings Refinery will provide funding to (1) replace the 1991 TMC bus with two new 2007 diesel-fueled Para-Transit commuter vans that meet the 2007 Environmental Protection Agency (EPA) diesel emission criteria; (2) replace the 1997 Ford F-450 Wittke Garbage Packer with a new 2007 7.3 liter Automated Garbage Packer Unit installed with an electronic diesel engine meeting the 2007 EPA diesel emission criteria; and (3) if funds remain from the \$300,000 budget after completing the TMC bus and Garbage Packer replacement, then retrofit two diesel-fueled Jacobsen HR 9016 mowers with two new Kubota 90 horsepower diesel engines that meet the Tier II EPA emissions criteria.

How the SEP Meets the Criteria in Appendix Q

Appendix Q, Paragraph B requires that the Statement of Work (SOW) include a description of how the Supplemental Environmental Project (SEP) meets the criteria in Appendix Q. The five criteria are described below along with a description of how each criterion will be met.

Criterion 1

The project shall involve:

- The retrofit of high-emitting, in-service heavy duty diesel vehicles with emissions control equipment, or

- The replacement of vehicles or engines in order to reduce emissions of particulates and/or ozone precursors.

As described above in the Project Overview, this project will retrofit two Jacobsen HR 9016 mowers with two new Kubota 90 horsepower diesel engines that meet the Tier II EPA emissions criteria; replace the 1991 TMC diesel engine bus with two new 2007 diesel-fueled Para-Transit commuter vans that meet the EPA 2007 diesel emission criteria; and replace the 1997 Ford F-450 Wittke Garbage Packer with a new 2007 7.3 liter Automated Garbage Packer Unit installed with an electronic diesel engine meeting the 2007 EPA diesel emission criteria

Criterion 2

The project shall include as a goal the creation of benefits to sensitive populations that are otherwise exposed to particulate emissions and ozone precursors from such vehicles.

This Statement of Work asserts the goal stated above. Because of their service to the general public, the vehicles being retrofitted and replaced by the project can be reasonably expected to have emitted particulate emissions and ozone precursors in the proximity of sensitive populations. By reducing such emissions, it is reasonable to expect this project will achieve the benefit of that goal.

Criterion 3

The project shall cover the hardware and installation costs. If the total hardware and installation costs total less than \$300,000, the remaining funds up to \$300,000 will be provided for incremental maintenance costs and/or costs of repairs for up to four years after installation.

As described in the Project Overview, this project covers hardware and installation costs.

Criterion 4

The project shall cover fleets for which the owner/operator has committed to:

- Maintain any equipment installed in connection with the SEP during and after completion of the SEP,
- Use ultra low-sulfur diesel fuel with the affected vehicles during and after completion of the SEP, and
- To the extent feasible, take steps to achieve additional emissions reduction benefits in connection with the project, such as by implementing an idle control program.

ExxonMobil has included the above conditions in an agreement with the owner/operator, which is pending. The owner/operator understands these conditions are a requirement of the Consent Decree and are not negotiable.

Criterion 5

The project shall involve vehicles that are operated an average of at least four days per week. For seasonal basis vehicles, the four-day-per-week minimum threshold applies during the operational season(s).

ExxonMobil has included the above condition in an agreement with the Recipient, which is pending. The Recipient understands this condition is a requirement of the Consent Decree and is not negotiable. The Recipient of the candidate vehicles described in the Project Overview has indicated these vehicles meet this criterion.

Project Schedule

(1) Replace the 1991 TMC bus with two new 2007 diesel-fueled Para-Transit commuter vans that meet the 2007 EPA diesel emission criteria:

1. Call for bids to be distributed by Recipient by January 31, 2007;
2. Vendor chosen by Recipient by February 28, 2007;
3. Purchase order submitted by Recipient to ExxonMobil Billings Refinery by March 7, 2007;
4. Vehicles purchased and delivered to Recipient by no later than May 15, 2007.
5. Purchase order or invoice submitted to ExxonMobil by Recipient by June 30, 2007.

(2) Replace the 1997 Ford F-450 Wittke Garbage Packer with a new 2007 7.3 liter Automated Garbage Packer Unit installed with an electronic diesel engine meeting the 2007 EPA diesel emission criteria:

1. Call for bids to be distributed by Recipient by January 31, 2007;
2. Vendor chosen by Recipient by February 28, 2007;
3. Purchase order submitted by Recipient to ExxonMobil Billings Refinery by March 7, 2007;
4. Vehicles purchased and delivered to Recipient by no later than May 15, 2007.
5. Purchase order or invoice submitted to ExxonMobil by Recipient by June 30, 2007.

(3) If funds remain from the \$300,000 budget after completing items 1 and 2 listed above, then retrofit two diesel-fueled Jacobsen HR 9016 mowers with two new Kubota 90 horsepower diesel engines that meet the Tier II EPA emissions criteria.

1. Call for estimate from the Billings Montana Jacobsen dealer, Turf Care, to be issued by Recipient by April 1, 2007.
2. Both diesel-fueled Jacobsen HR 9016 mowers to be retrofitted by the Turf Care by no later than May 31, 2007.

3. Purchase order or invoice submitted to ExxonMobil by Recipient by June 30, 2007.

Estimated Cost

ExxonMobil Billings Refinery will replace the 1991 TMC bus with the purchase of two new 2007 diesel-fueled Para-Transit commuter vans at an estimated cost of \$65,000 each (\$130,000 total); (2) replace the 1997 Ford F-450 Wittke Garbage Packer with the purchase of a new 2007 7.3 liter Automated Garbage Packer Unit installed with an electronic diesel engine at an estimated cost of \$150,000; and (3) if funds remain from the \$300,000 budget after completing items 1 and 2 above, then fund the purchase and installation costs to retrofit two diesel-fueled Jacobsen HR 9016 mowers with two new Kubota 90 horsepower diesel engines at an estimated cost of \$12,450 each (\$24,900 total). This cost includes \$11,509 for each replacement engine, and \$941 for installation per unit. The total cost of the Diesel Emission Reduction Project is estimated to be \$300,000.

Parks & Recreation Bus

For almost 15 years now the PRPL Department has had a bus for transportation of youth and seniors for various recreational programs. The buses we have had have been buses coming off line from the Met Bus system with 300,000 -400,000 miles on them. Since they can't look like a Met Bus, we have had to either paint them or applying vinyl coverings of a different color which costs \$1,000 - \$3,000.

Our current bus is a 1991 TMC with over 483,000 miles on it. It was acquired from MET two years ago. Since we have had it, it had been a maintenance nightmare – we have had problems with the AC system; retarder; front end suspension; brakes, etc. So far this fiscal year we have spent about \$1,300 just in labor to keep the bus running which has put our repair budget in the red by 112%. The last week of summer camps this year we also found out that the transmission is failing and before we can use it again we would have to invest \$3,000 - \$4,000 into rebuilding the transmission.



Without having this transportation available, we would not be able to offer our summer camps program which involves up to 400 kids per summer. The program operates for twelve weekly



sessions and many working parents rely on a quality camp program such as this to meet their family needs. In addition we have used the bus to transport our senior program participants to various special events around the city.



We are considering an option to replace this bus with two smaller para-transit vans. These again would be high mileage vehicles coming off the MET fleet and the seating capacity of the two would equal the passenger load of the coach bus. Some of the advantages of doing this would be more versatility being able to take two smaller groups to two different locations at the same time; lower repair and maintenance costs; and still having some transportation means if one broke down.



A possibility also exists to partner with the Head Start school program to share use of vehicles since our primary need is in the summertime and theirs during the school year. They use the half size school buses which have the same seating capacity as the para-transit vans. This possibility is very preliminary and will be pursued since it could service two different organizations and utilize the vehicles year round.

EXXONMOBIL DIESEL EMISSIONS REDUCTION PROJECT



Proposed Project Description:

The City of Billings owns a 1997 Ford F450 truck with a Wittke Garbage packer used for garbage pickup from the City Parks. This is a highly visible piece of equipment that travels throughout the entire City picking up garbage at the various park sites. This unit is ten years old with 95,000 miles. It is powered by a 7.3 liter turbo diesel.

Problem Description:

The 1997 model 7.3 liter engine is worn and smokes and does not meet the current 2007 emission standards. The unit is close to the end of its economically feasible life.

Resolution:

To replace the existing unit with a new unit powered by a new 2007 state-of-the-art electronic diesel engine meeting the 2007 EPA emission standards within the 7.3 liter or equivalent range. The unit would be equipped with an automated garbage packer unit. The cab/chassis would be in the medium duty range with a GVWR rating of 18,000 to 30,000 lbs. The projected cost of this unit is \$150,000.

[\(Back to Consent Agenda\)](#)

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
Monday, March 24, 2008

TITLE: Moore Lane Railroad Crossing
Construction and Maintenance Agreements

DEPARTMENT: Public Works/Engineering

PRESENTED BY: David D. Mumford, Public Works Director

PROBLEM/ISSUE STATEMENT: The City of Billings, the Montana Department of Transportation, and Montana Rail Link have been working on a joint project to improve safety and efficiency at the railroad crossing on Moore Lane just north of Laurel Road. The Montana Department of Transportation is the lead agency on the project. The project includes realignment and signalization of the Moore Lane-Monad Road intersection and reconstruction of the railroad crossing itself, including new railroad crossing signals. A series of three agreements between the City, MDT, and MRL must be approved before the project can proceed to construction. These agreements define construction and maintenance responsibilities for the project.

FINANCIAL IMPACT: The City is responsible for funding construction of the new traffic signal at Moore Lane and Monad Road, and for installing new water & sanitary sewer mains prior to construction of the new concrete intersection. City funding is budgeted for the work as follows:

| | |
|--------------------------------------|-----------|
| Moore Lane RR Xing (signal & street) | \$200,000 |
| Water & Sewer Work | \$239,000 |

The overall project cost is estimated at \$2.4 Million, including city funding of \$439,000 (approx. 18%) as outlined above. The City's final cost will be based on the actual construction cost of the water, sewer, and traffic signal work.

RECOMMENDATION

Staff recommends that City Council approve the three separate project agreements between the City, MDT, and MRL.

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

ATTACHMENTS

- A. City-State Construction Agreement
- B. Construction and Maintenance Agreement (Railroad Crossing)
- C. Grade Crossing Signals Tri-Party Agreement

INTRODUCTION

The City of Billings, the Montana Department of Transportation and Montana Rail Link are working together on a project to improve safety and traffic flow at the Moore Lane railroad crossing, including the intersections of Moore Lane with Laurel Road and with Monad Road adjacent to the crossing. MDT is the lead agency responsible for design of the project and will administer the future construction contract.

BACKGROUND

The Moore Lane railroad crossing and the adjacent intersections were identified in the 2000 and 2005 Billings Urban Transportation Plans as an area needing more detailed study. The Moore Lane and Monad Road intersection is congested during peak traffic periods and it can be very difficult for traffic to get onto Moore Lane from Monad. Because of the proximity to the railroad crossing and the existing traffic signal on Laurel Road, any solution needs to address traffic at both adjacent intersections and the railroad crossing itself. Based on traffic counts and observations, it was determined that the predominate movement at Monad & Moore Lane is actually the short “S” maneuver between Monad and Laurel Road to the east. The intersection of Moore Lane and Monad Road will be reconfigured so that Monad Road curves directly into the railroad crossing, and Moore Lane “T’s” into Monad. Other key features of the proposed project are:

- The Monad & Moore intersection will be signalized.
- Operation of the traffic signals at Monad & Moore and Moore & Laurel Road will be coordinated and will be interconnected with the railroad crossing signals so that a vehicle cannot be trapped on the railroad tracks by a red light.
- The railroad crossing will be fully reconstructed and shifted slightly to the west of its current location. New crossing signals will be installed.
- The new roadway will come into Laurel Road at a right angle and be aligned directly with Moore Lane south of Laurel Road.
- Because of the volume of trucks and the high number of turning movements, concrete paving will be used in the intersection area north of the railroad tracks.

Prior to the street work, the City will replace an old waterline, and install a new sanitary sewer main in the Monad & Moore intersection area. The sanitary sewer main will be a “dry line” at this time, until some future project carries it north to Central Avenue. This will prevent the intersection from having to be torn up again in the future to install sewer.

The total estimated construction cost, including the intersection realignment, traffic signal work, reconstruction of the railroad crossing, and the water & sewer work is estimated at approximately \$2.4 million. The water and sewer work is estimated at \$239,000. Because neither Monad Road nor Moore Lane are routes eligible for federal aid funding, the City has agreed to pay the cost of the traffic signal installation at the new Monad and Moore intersection. MDT is using railroad-crossing funds for the roadway re-alignment and grade crossing work. MRL has agreed to install the new crossing surface for about a third of what it normally costs. The City will incur “ICAP” costs of

12.25% above the actual construction costs for the traffic signal work administered by MDT.

MDT currently has the project planned for a late June 2008 bid letting. Construction on the roadway, railroad crossing and traffic signal work will probably start in early August and is expected to be complete by mid-November. The City will complete the water and sewer work prior to MDT's project starting. It will be necessary to close the railroad crossing for approximately 4 weeks to complete the project. Shorter closures are also expected on Monad Road and on Moore Lane. Access to adjacent businesses will be maintained at all times.

Under the terms of the various agreements the City will be responsible for maintaining the roadway itself, including signing, pavement markings, and drainage, north of the Laurel Road right-of-way. The railroad will be responsible for operation and maintenance of the railroad crossing signals. This is the same split in responsibilities we have today. The only additional responsibility the City will gain is for operation and maintenance of the new traffic signal at Monad and Moore Lane.

RECOMMENDATION

Staff recommends that City Council approve the three separate project agreements between the City, MDT, and MRL.

ATTACHMENTS

- A. City-State Construction Agreement
- B. Construction and Maintenance Agreement (Railroad Crossing)
- C. Grade Crossing Signals Tri-Party Agreement

**BILLINGS
CONSTRUCTION AGREEMENT
CITY-MAINTAINED ROUTES**

THIS AGREEMENT is made and entered into by and between the State of Montana, acting by and through its Department of Transportation, hereinafter called the State, and the City of Billings, a Montana municipal corporation, hereinafter called the City.

WITNESSETH THAT:

I. WHEREAS the State and the City propose to construct certain improvements on specific highways in and through the City, the construction being known as Federal Aid Project No. **STPRR-STPRP 1099(33)**, and

WHEREAS, the construction will be over and upon **Moore Lane and Monad Road**, and

WHEREAS, the State and City desire to receive Federal funds to construct the highway, and

WHEREAS, the Federal Highway Administration (FHWA) of the U. S. Department of Transportation will not participate in the construction of the highway until and unless the City agrees to certain conditions, hereinafter set forth, and

WHEREAS, this document must be duly executed and on record with the State and FHWA before the work contemplated can be awarded to contract, and

WHEREAS, the City hereby concurs in the designation of the highways, which was designated under Section 60-2-110, MCA, and

WHEREAS, the City desires to have the construction done, the City deeming it to be a valuable and beneficial consideration, and

WHEREAS, the City will pay for all costs of the new traffic signal at the intersection of Moore Lane and Monad Road, and

II. NOW, THEREFORE, for and in consideration of the premises and of the agreement herein contained, the parties agree as follows:

(1) The City agrees to conform in all manner and respects to Chapter 8 of Title 61, MCA, and will not take any action, by enacting an ordinance or otherwise, in contradiction of the traffic laws in Chapter 8 of Title 61, MCA, with specific reference, but not limited to, the following matters:

(a) Installation of any signs, signals, or markings not in conformance with the standards approved by the FHWA pursuant to 23 USC §109(d).

(b) Establishing a speed limit less than twenty-five (25) miles per hour in any urban district on the above-mentioned street (avenue);

(c) Establishing a speed limit of less than thirty-five (35) miles per hour outside an urban district on the highway.

(d) Erecting any markings, sign, signal or traffic control device that will give preference to local routes which intersect with the highway; and no markings, sign, signal or traffic control device will be erected or constructed nor shall the establishment or modification of any speed zone, parking regulation or traffic marking which will affect traffic on the highway be made without proper traffic and engineering study indicating that such markings, sign, signal or traffic control device is required.

(e) Not requiring the stopping of all traffic at all intersecting streets, alleys and driveways before entering the highway, and where the City considers that the traffic control creates a hazardous situation, they may modify the traffic control devices as may be in the public interest from a safety and convenience standpoint.

(f) Prohibiting parallel parking on the highway; and

(g) Allowing stopping, standing or parking of a vehicle in a place prohibited by §61-8-354, MCA.

(h) (1) The City will service, maintain and pay the cost of operating all improvements embraced by this agreement, including, but not limited to the culvert under the railroad tracks. As further consideration, the City agrees to accept any and all maintenance and other responsibilities pursuant to any applicable SWPPP and NOI administered by the Montana Department of Environmental Quality. These responsibilities will be accepted by the City at the time of final inspection. At that time the SWPPP will be transferred to the City, and City agrees to execute any necessary documents or take any other steps necessary for the transfer of responsibility for the SWPPP and the NOI at the appropriate time. The State will incorporate in the project plans items to accelerate vegetative growth and the Billings District's Environmental Engineer will keep vigilance on the project to help reduce the time the permits will remain open. The project plans will incorporate coconut blankets in disturbed drainage swales and other disturbed areas will either receive topsoil or mulch with seeding. The City agrees to indemnify and hold harmless the State, including the Department, for any claim, damage, loss or cause of action arising from, due to or allegedly due to the negligence of the City or its employees or the failure of the City to perform the maintenance activities described herein.

(2) In addition to the specific signs, signals and traffic control devices which may be shown on the plans, further restrictions as to parking, stopping and speed limits are set forth in the attached drawing labeled "Exhibit A," which is part of this agreement.

(3) The City has reviewed and approved the plans.

(4) The City will maintain the constructed facility and enforce the ordinances and/or regulations necessary and essential for the operations of the improvements as planned.

(5) The City will maintain adequate traffic engineering capabilities to ensure that a continuing traffic engineering function is carried out on the project.

(6) The City will remove or cause to be removed or modified, any existing encroachments encountered as may be directed by the State and at any future time will not permit nor suffer any encroachments on the right-of-way of the road except upon the execution of the encroachment application and permit as issued by the State.

(7) The City agrees to regulate utility occupancy on the right-of-way of this completed project in conformance with occupancy regulations that will comply with or be more restrictive than the requirements of ADMINISTRATIVE RULES OF MONTANA 18.7.201 thru 18.7.241 governing "RIGHT OF WAY OCCUPANCY BY UTILITIES."

(8) Section 17-1-106, MCA, requires any state agency, including the Department of Transportation, that receives non-general funds to identify and recover its indirect costs. These costs are in addition to direct project costs. The Department's indirect cost rate is determined annually as a percentage of the project's direct costs to cover the project's share of the Department's indirect costs as defined by OMB Circular A-87. The Department's current indirect cost rate is 12.25% for fiscal year 2008 (July 1, 2007 to June 30, 2008).

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

(9) The City will be billed in advance for its portion of the estimated construction costs, construction engineering costs, and indirect costs of the traffic signal at least sixty (60) days before bid opening. The estimated cost for the new traffic signal at the intersection of Moore Lane and Monad Road totals \$115,600. This cost includes the cost of the traffic signal, construction engineering and the indirect costs. All costs accrued after submitting the bill to the City will be included either in a change order billing or in the final billing.

The City will submit payment to the Department within thirty (30) days of billing. The Department will not proceed further with the project's development if payment is not made within that time.

If, after initial payment is made, bid opening or contract award by the Department is delayed or postponed by 30 days or more, or canceled for any reason, the Department agrees to immediately refund the City's initial payment upon the City's request. If the lowest acceptable bid for the project exceeds the Department's estimate by more than 10%, the City and Department will confer and decide whether or not the project will be awarded, since the City is also responsible for the cost increase of that part. If the City does not concur, the project will not be awarded. If the City does concur, the project will be awarded and the City will be billed for the amount exceeding the initial payment. The City will pay that amount within thirty (30) days of the billing. If the City's share of the cost of the project as awarded exceeds the amount paid by the City, the City may determine if other eligible federal funds are available and reach an agreement with the Department to allocate those funds to pay the excess. If other federal funds are not available, the City will pay the excess as stated above.

The contact for billing, accounting and change order questions for the City shall be: Debi Meling, City Engineer.

The parties understand that it is possible the cost estimate for the traffic signal, sewer and waterline work may be exceeded once construction is begun, and any change orders, increases, or unforeseen expenses applicable to the City's portion of the project will be borne by the City. The Department will inform the City beforehand, and as early as possible, of anything that appears will result in a cost increase, and will discuss the need for any possible change order with the City. But it is agreed that the City does not have the ability to veto or delay, or refuse to pay for, any change orders deemed necessary by the Department.

The City's portion of the cost of any change order regarding the traffic signal work will be billed as early as it can be readily determined, and will be due and payable by the City within thirty (30) days of the statement.

Within six (6) months after the project has been finally accepted with the final costs submitted, the Department will submit a final statement to the City. The final statement will provide details of any expenses that may be identified as "miscellaneous". The final statement will include a refund of unspent portions of the City's initial payment, payable to the City in an amount equaling the difference between that payment and the City's share of the final costs. If the final statement exceeds the City's payments thus far, the City will remit to the Department within thirty (30) days of the final statement the difference between City's share of final costs and City's earlier payment. If payment is not made within that thirty (30) day period, interest on the unpaid amount will accrue at the rate of 10% per year, and continue to accrue until paid in full. If the City is billed for additional funds, MDT will not participate in any future funding agreements with the City until full payment, including interest, is received from the City.

Payments to this project will be coordinated through MDT's Administration Division (to be directed to the Department's Accounts Receivable Collections Technician and Accounting Systems Operations Supervisor). Payments to this project will be provided to the above Department staff in the form of a check to be credited to this project.

(10) To continue its usual maintenance operations, at City expense, except for any maintenance operations that the State requires of its contractor under their contract during the period of the project. The State will acquire all necessary permits and approvals for the project (i.e., stream preservation, floodplain, 404, etc.) necessary to comply with state or federal requirements. The appropriate City officials or employees will be invited to the final inspection of the project. Upon construction and notification by the State, the City shall assume all responsibility for such permits and approvals, including but not limited to any maintenance requirements of the storm water pollution prevention plan (SWPPP). The SWPPP shall be transferred to the City, or, if a transfer cannot be reasonably made, other arrangements will be made to transfer all of the requirements under the SWPPP or the issuance of a new SWPPP to the City. The State agrees to be responsible for paying any fees associated with any SWPPP until it is terminated. The State also agrees to prepare a new SWPPP for the City if one is needed. As further consideration, the City agrees to accept any and all maintenance and other responsibilities pursuant to any applicable SWPPP and Notice of Intent (NOI) administered by the Montana Department of Environmental Quality. The City will accept these responsibilities at the time of final inspection. At that time the SWPPP will be transferred to the City, or the City as noted above will assume the responsibilities under the SWPPP or a new SWPPP. The City

agrees to execute any necessary documents or take any other steps necessary for the transfer of responsibility for the SWPPP and the NOI at the appropriate time.

(11) Except for any suits, claims, actions, losses, costs or damages which are solely the result of the negligent acts or omissions or misconduct of City employees, the Department agrees that it will protect, indemnify, and save harmless the City against and from all claims, liabilities, demands, causes of action, judgments (with any costs and fees that might be awarded), and losses to them from any cause whatever from the project, and including any suits, claims, actions, losses, costs or damages of any kind, including the City's legal expenses, made against the City by anyone arising out of, in connection with, or incidental to the project's design, engineering and construction.

(12) Except for any suits, claims, actions, losses, costs or damages which are solely the result of the negligent acts or omissions or misconduct of Department employees, the City agrees that it will protect, indemnify, and save harmless the State and Department of Transportation against and from all claims, liabilities, demands, causes of action, judgments (with any costs and fees that might be awarded), and losses to them from any cause whatever from the project, and including any suits, claims, actions, losses, costs or damages of any kind, including the State and Department's legal expenses, made against the State or Department by anyone arising out of, in connection with, or incidental to the City's acceptance of the project and its maintenance and ownership of the project. The City's liability under this paragraph does not relieve the Department's continuing liability for the project's design, engineering and construction.

(13) Upon construction and notification by the State, the City shall maintain the highways and utilities, north and south of the railroad tracks outside of the Laurel Road easement, that includes the culverts under the railroad tracks and Moore Lane, and including but not limited to all traffic control devices and storm water runoff control features.

III. During the performance of this Agreement, the City, for itself, its assignees and successors in interest, agrees as follows:

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

(1) Compliance with Regulations: The City 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 City, 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 City shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, whether by competitive bidding or negotiation by the City for work to

be performed under a subcontract, including procurements of materials or leases of equipment, any potential subcontractor or supplier shall be notified by the City of the City's obligations under this Agreement and the Regulations relative to nondiscrimination.

(4) Information and Reports: City 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 Department or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with Regulations or directives. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City 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 City's noncompliance with the nondiscrimination provisions of this Agreement, Department may impose sanctions as it or the FHWA determines appropriate, including, but not limited to,

(a) withholding payments to the City under the Agreement until the City complies, and/or

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

(6) Incorporation of Provisions: City 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. City will take such action with respect to any subcontract or procurement as the Department or the FHWA may direct to enforce such provisions including sanctions for noncompliance: Provided, however, that in the event City is sued or is threatened with litigation by a subcontractor or supplier as a result of such direction, the City may request the Department to enter into the litigation to protect the interests of the State, and, in addition, the City 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, City 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) City will comply with all regulations relative to implementation of the AMERICANS WITH DISABILITIES ACT.

(2) City will incorporate or communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs: "City 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 City. In the case of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the City."

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

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

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

"The City, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The City shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the City 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.

IN WITNESS WHEREOF, the Director of Transportation's authorized representative has signed on behalf of the State of Montana, and the Mayor of the City of Billings, on behalf of the City, has signed and affixed hereto the seal of the City.

STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION

By _____, 2008
Administrator - Engineering Division

Approved for Legal Content

ATTEST: CITY OF BILLINGS

City Clerk By _____
Mayor

I, _____, Clerk of the City of Billings hereby certify that the above agreement was regularly adopted by the City Council at a meeting held on the _____ day of _____, 2008; and that the Council authorized the Mayor to sign this agreement on behalf of the Council.

(Signature)

RESOLUTION

It is hereby resolved by the Council of Billings that the City Agreement of Federal Aid Project No. STPRR-STPRP 1099(33), with the State of Montana, acting by and through the Department of Transportation, is adopted by this Council; and the Mayor of Billings is hereby empowered and authorized to execute the Agreement on behalf of the Council.

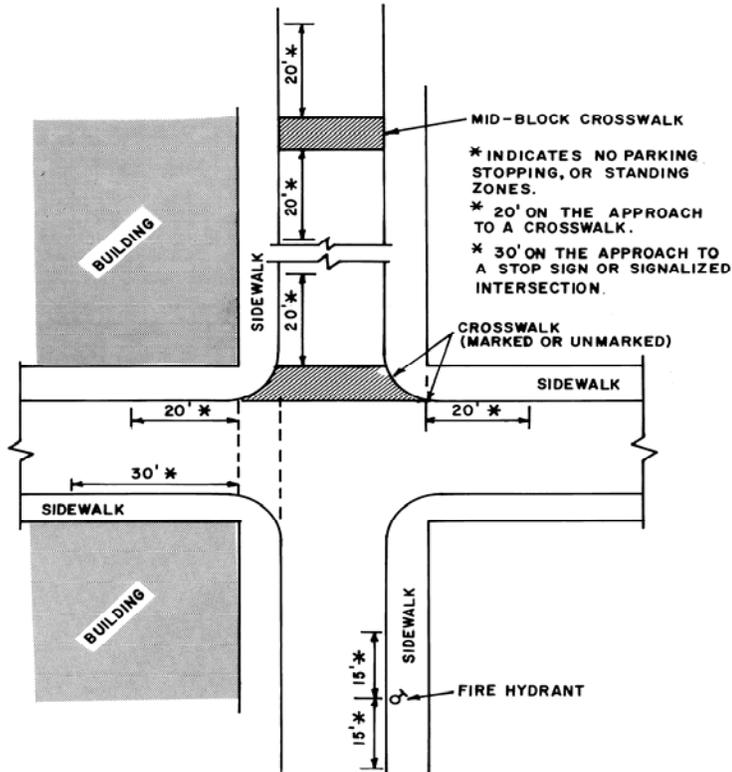
DATED this _____ day of _____, 2008.

ATTEST:

City Clerk

Mayor

"EXHIBIT A"



MID-BLOCK CROSSWALK

- * INDICATES NO PARKING STOPPING, OR STANDING ZONES.
- * 20' ON THE APPROACH TO A CROSSWALK.
- * 30' ON THE APPROACH TO A STOP SIGN OR SIGNALIZED INTERSECTION.

CROSSWALK (MARKED OR UNMARKED)

FIRE HYDRANT

NO PARKING ZONES

As Defined by

MONTANA VEHICLE CODE

Prepared by Department of Transportation

By separate instrument, an easement on its operating right-of-way shown shaded on Exhibit "A," for the construction, maintenance and operation of a highway facility. Any future easements or permits issued by the grantor to a utility or non-utility shall be subject to the provisions of Sections 18.7.201 through 18.7.241, Administrative Rules of Montana, to the extent applicable.

This instrument gives a two-year right-of-entry for temporary construction permits for those areas hatched on Exhibit "A," which commences prior to construction on a date specified by the STATE.

The RAILROAD hereby gives the STATE the right to enter and construct said roadway within the proposed easement areas, as shown on Exhibit "A," prior to the issuance of the above stated separate instrument.

II

The STATE has provided the RAILROAD preliminary project plans and will submit final plans and specifications for concurrence and/or approval at a later date. The STATE will construct or cause to construct the highway facility and the CITY will thereafter own and maintain the proposed facility. The STATE will provide the RAILROAD with as-built plans provided, there are RAILROAD approved changes to the original design.

The STATE's engineer will present the attached Exhibit "C", contractor requirements for work on the right-of-way of the RAILROAD, to its contractor. The STATE's contractor will comply with all aspects of this attachment. There will be no equipment, manpower or work on the right-of-way of the RAILROAD prior to approval by the RAILROAD. **The STATE's contractor(s) will telephone the RAILROAD's Communication Network Control Center at (800) 338-4750 (a 24-hour number), and Utilities Underground Location Center (800) 424-5555, to determine if underground utilities or communication facilities are buried anywhere in the area.** Nothing provided in this agreement will be construed or

deemed to be a ratification or an adoption by the RAILROAD of either or both said plans and specifications as its own.

Should it become necessary for the RAILROAD to obtain the services of a consultant engineer or a contractor after this agreement is completed, and due to any exigency of the RAILROAD and the project, the STATE and the RAILROAD will mutually agree, in writing, as to the area of need and the RAILROAD's selection of a consultant or contractor. All work performed and cost incurred under this agreement will be in accordance with 23 CFR, and 48 Code of Federal Regulations, including but not limited to Chapter 1, Part 31, hereinafter referred to as "48 CFR" which is hereby incorporated into and made part of this agreement by reference.

III

The STATE will reimburse the RAILROAD for the work it performs pursuant to this agreement in accordance with and subject to the terms and provisions of 23 Code of Federal Regulations, including but not limited to Parts 1, 140 (subpart I), 172, 646, hereafter referred to as "23 CFR" which is hereby incorporated into and made part of this agreement by reference. The RAILROAD may assign any receivables due under this Agreement, provided, however, such assignment will not relieve the assignor of any of its rights or obligations under this agreement.

IV

The STATE and the RAILROAD will perform various items of work as follows:

PART A

WORK TO BE PERFORMED BY THE STATE OF MONTANA OR ITS CONTRACTOR AT STATE EXPENSE:

1. Except as otherwise herein provided, furnish all plans, engineering, supervision, labor, material, supplies and equipment necessary for construction of the project, complete in all details.
2. Perform all work not specifically mentioned as work performed by the RAILROAD necessary to complete the project in accordance with plans and specifications.

3. Any work or modification which, under this contract, may be performed by the contractor will nevertheless be the obligation of the STATE, and the RAILROAD will be entitled to look to the STATE for full performance thereof.
4. All traffic control, detours and asphalt necessary for the RAILROAD to complete their work will be provided by the STATE.
5. The STATE's Contractor will provide one (1) set of shoring plans for any excavation within RAILROAD right-of-way or for false work adjacent to or over the track. These plans will be submitted to the RAILROAD through the STATE's engineer. The STATE will review the plans and provide any pertinent comments which will be forwarded to the RAILROAD for their approval.
6. Replace any existing railroad fencing that is displaced because of construction activities and/or new easement limits. Maintain existing railroad fencing closures at all times. Replacement fencing should be a barbed F4 type of fencing at a minimum and the post type (wood or metal) should match the existing. If a better fencing type is in place such as a barbed/woven wire combination, chain link, etc then the replacement fence should match the existing railroad fence.
7. Stake the centerline location and the outside edges of the sidewalks of the proposed highway where it crosses the railroad tracks so the RAILROAD can install the concrete crossing surface in the correct location.
8. Construct the proposed highway as detailed in the construction plans and coordinate with the RAILROAD's representative in constructing the proposed highway up to the concrete crossing surface. All highway surfacing material over the railroad ballast material must be placed over construction fabric provided, installed, and paid for by the RAILROAD as described in Section IV, Part B, (#2).
9. Jack and bore new 24"(600mm) X 60'(18.3m)smooth steel drain pipe under the RAILROAD's tracks left of

highway station 10+68.00 (approximate MRL MP 2.21).
Grade new inlet and outlet ditches into this new pipe.

PART B

RAILROAD CROSSING SURFACE WORK TO BE PERFORMED BY THE
RAILROAD AT THE RAILROAD'S EXPENSE:

1. Purchase, install and maintain two new seventy-two foot(72') concrete railroad crossing surfaces at DOT#087383W, MRL MP 2.19 for a total crossing surface length of one hundred and forty four feet (144'), as detailed on attached Exhibit "B". The STATE or the STATE'S Contractor, prior to installation of the crossing surface, will stake the exact centerline location and the outside edges of the sidewalks of the proposed highway as described in Section IV, Part A, (#7). The RAILROAD will position crossing surface so it extends a minimum of two feet beyond the outer edge of the sidewalks. The RAILROAD will grade crossing surface area as necessary to promote free drainage. The STATE will pay the RAILROAD three hundred and fifty dollars (\$350.00) per track foot for the installation of this crossing surface for a total cost not to exceed fifty thousand four hundred dollars (\$50,400.00) as described in Section IV, Part C, (#1). The RAILROAD will be

responsible for the remainder of the costs for this crossing surface.

2. Purchase and install construction fabric over railroad ballast material for placement of roadway surfacing material that will be installed by the STATE'S Contractor as described in Section IV, Part A, (#8).

3. Railroad Flagging. The RAIROAD will provide and pay for flagging protection during construction as deemed necessary by the RAILROAD as described in the attached Exhibit "C".

PART C

WORK TO BE PERFORMED BY RAILROAD AT THE STATE'S EXPENSE:

1. The STATE will pay the RAILROAD three hundred and fifty dollars (\$350.00) per track foot for the installation of the crossing surface, as described in Section IV, Part B, (#1), for a total cost of fifty thousand four hundred dollars (\$50,400.00).

Part D

SEQUENCE OF OPERATION:

The STATE will invite the RAILROAD to the preconstruction conference.

V

All work to be done by the STATE or its contractor on the RAILROAD's right-of-way, will be done in a manner satisfactory to the RAILROAD and will be performed so as not to unnecessarily interfere with the movement of trains or traffic upon the track. The STATE will require its contractor to take precautions to avoid damage to or interfere with the RAILROAD's track or trains and to notify the RAILROAD, as per Exhibit "C," whenever the contractor is about to perform work on, or adjacent to its track to enable the RAILROAD to furnish flagging and other necessary protective services and devices to ensure the safety of railway operations. The RAILROAD can furnish such flagging and protective services and devices that, in its judgment, are necessary to ensure the safety of railway operations. Whenever safeguarding of the trains or traffic of the RAILROAD is mentioned in this agreement, it is intended to include all permitted users of the RAILROAD's track.

VI

The RAILROAD may submit progress bills to the STATE during the progress of the work included in this agreement. The STATE will reimburse the RAILROAD for said work in the amount, both as described in Section IV, Part C, (#1).

It is further agreed that the final and complete billing of all incurred costs will be made by the RAILROAD at the earliest practical date and that a final audit and review will be made by the STATE. Records are to be available to the State, including

the legislative auditor and fiscal analyst, the Federal Highway Administration or their authorized representatives for audit during the contract period and for a period of three (3) years from the date of final payment.

VII

All contracts between the STATE and its contractor, for the construction provided for, or maintenance work on the highway facility within the RAILROAD's right-of-way, shall include language that specifies the contractor is responsible to the RAILROAD, including its affiliated railroad companies, and its tenants for all damages for any unscheduled delay to a freight or passenger train that is caused by the contractor's negligence, failure to comply with its requirements under this agreement, failure to properly coordinate its work with the RAILROAD or any cause not attributable to the RAILROAD, but arising from the contractors activities that affect RAILROAD's ability to fully utilize its equipment and to meet customer service obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment and train service employees, contractual loss of incentive pay and bonuses, and contractual penalties resulting from train delays, caused by the Contractor, or its subcontractors performing work under the project identified herein. It is understood and agreed that this section includes any railroad express for delays arising from RAILROAD work necessitated by acts, omissions or negligence of the contractor or subcontractors. RAILROAD agrees that they will not perform any act which would unnecessarily cause train delay and that contractor is not responsible for any train delay caused by a general slow down order by the RAILROAD through the project which are unrelated to the project.

For loss of use, contractor will be billed per freight train hour at an average rate of (\$304.28 in 1998) with annual adjustments per hour per train as determined from RAILROAD's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

In addition to the above damages, passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between RAILROAD and its customer. Under these arrangements, if

RAILROAD does not meet its contract service commitment, RAILROAD may suffer loss of performance or incentive pay or be subject to a penalty payment. Contractor shall be responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by RAILROAD which are attributable to a train delay caused by or related to this project.

As example, a train arrives 30 minutes after its contract service commitments and RAILROAD is assessed damages per terms of the contract. Either contractor and/or subcontractors caused a 29-minute delay to the train and therefore are not responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by RAILROAD.

As example, a train arrives 30 minutes after its contract service commitments and RAILROAD is assessed damages per terms of the contract. Either contractor and/or subcontractors caused a 31-minute delay to the train and therefore are 100% responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by RAILROAD.

The contractual relationship between RAILROAD and its customers is proprietary and confidential. In the event of a train delay covered by this agreement, RAILROAD will share information relevant to any train delay to the maximum extent consistent with RAILROAD's confidentiality obligations. Damages for train delay for certain trains could be as high as \$50,000.00 per incident.

The STATE's Contractor and subcontractors shall plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

VIII

All contracts between the STATE and its contractor, for the construction provided for, or maintenance work performed by the CITY and/or its contractor on the highway facility within the RAILROAD right-of-way, will require the contractor to protect and hold harmless the RAILROAD and any other railroad company occupying or using the RAILROAD's right-of-way, or line of railroad, against all loss, liability and damage arising from activities of the contractor, its forces or any of its

subcontractors or agents, and will further provide that the contractor will carry insurance of the kind and amount hereinafter specified:

Commercial General Liability Insurance, to include contractual liability and products completed operations, against claims arising out of bodily injury, illness and death and from damage to or destruction of property of others, including loss of use thereof, and including liability of the RAILROAD, with minimum limits for bodily injury and property damage of \$2,000,000 for each occurrence with an aggregate of \$4,000,000. This policy shall contain a "Waiver of Transfer Rights" endorsement to waive any right-of-recovery that the insurance company may have against the RAILROAD because of payments made for bodily injuries or property damage.

Business Automobile Policy Insurance, including owned, non-owned, and hired vehicles with minimum limits for bodily injury and property damage of \$1,000,000 per occurrence on all vehicles used while performing any work pursuant to this Agreement.

Worker's Compensation Insurance or coverage as required under the Worker's Compensation Act of the State. The policy must include occupational disease to required statutory limits, employers liability of \$1,000,000 to include FELA, if appropriate, and an "all States" endorsement.

A Certificate of Insurance must be provided to the RAILROAD prior to commencement of work on railroad property or any work activities that typically require railroad flagging as provided in Exhibit "C" attached, and the RAILROAD shall be named insured under the above policies.

Additionally, the contractor will furnish to the RAILROAD:

A Railroad Protective Liability Insurance policy with limits of \$2,000,000 per occurrence and \$6,000,000

aggregate for bodily injury and property damage. This policy shall remain in force during the construction phase of the agreement and the RAILROAD is the named insured. The original policy must be provided and approved by the RAILROAD prior to commencement of work on railroad property or any work activities that typically require railroad flagging as provided in Exhibit "C" attached. This Railroad Protective Liability Insurance policy shall include the endorsements shown in Exhibit "D" attached to this agreement.

Montana Rail Link, Inc., is to be provided with a separate and individual Railroad Protective Policy.

ALL certificates of insurance required for contractor performed construction and/or maintenance work will be forwarded to the RAILROAD at the following address:

**MONTANA RAIL LINK INC.
Richard L. Keller, Chief Engineer
P.O. Box 16390
Missoula, MT 59808-6390
(406) 523-1440 Office
(406) 523-1529 Fax**

If the STATE, its contractor, subcontractors, or agents, in the performance of the work herein provided for or by the failure to do or perform anything for which it is responsible under the provisions hereof, shall damage or destroy any property of the RAILROAD, such damage or destruction shall be corrected by the STATE in the event its contractor or the insurance carriers fail to repair or restore the same.

IX

Upon completion of the work herein stated, the STATE will require its contractor to leave the RAILROAD right-of-way in a condition satisfactory to the RAILROAD.

X

The CITY agrees that in removing snow from said highway facility, that the CITY will perform such snow removal in a manner as not to deposit the snow or debris on the roadbed or

tracks of the RAILROAD. Any snow or debris deposited on the roadbed or track sections by actions of the CITY will be removed by the RAILROAD with such costs of removal billed against the CITY. The RAILROAD agrees to notify the CITY of any ongoing problem in this area.

XI

The CITY will own and maintain any pipes installed under paragraph IV part A, including the 24" smooth steel drain pipe installed under the railroad left of highway station 10+68.00 (MRL MP 2.21). The CITY will adjust or maintain the pipes as per written request of the RAILROAD within 20 days of notification. The RAILROAD can charge the CITY actual cost for work performed should the CITY not respond to the written request. The CITY will notify the RAILROAD whenever maintenance crews will be working on or around these pipes and will have men or equipment within 25 feet of the track. The RAILROAD may require railroad flagging.

XII

Upon completion of this project, the CITY will own and maintain the highway facility and all appurtenances thereto. The CITY will be responsible for all future maintenance, repair, improvement, modification or replacement, as needed, based upon prevailing warrants, federal aid guidelines and conditions.

The CITY agrees that it will do nothing and permit nothing to be done in the maintenance of the highway facility which will interfere with or endanger facilities of the RAILROAD. The RAILROAD may make changes in or additions to its facilities within the limits of the highway facility; provided, however, that the usefulness thereof, and the purpose of said highway facility will not thereby be impaired.

XIII

Neither party will do nor permit anything to be done to reduce the horizontal and vertical clearances provided by the approved plans; provided, however, that the RAILROAD reserves the right to make such ballast raises as, in its opinion, may be justified.

XIV

In the event said highway facility shall, at any time, cease to be used by the public or otherwise become vacated or abandoned, the rights and benefits of the CITY under this agreement shall immediately cease, and the CITY shall remove said highway facility at its own cost and expense. To facilitate the CITY's removal of the highway facility, the RAILROAD will issue to the CITY, at no cost or expense, a permit to accomplish said removal. If after a reasonable time the CITY has not removed the facility, the RAILROAD, after providing the CITY a minimum of 60 days prior notification, may remove said facility at the expense of the CITY.

XV

All notices, billings, payments, and other required communications ("Notices") to the Parties shall be in writing, and shall be addressed respectively as follows:

If to **STATE:** Billings District Administrator
424 Morey Street
P. O. Box 20437
Billings, MT 59104-0437
Telephone (406)252-4138
FAX (406)256-6487

If to **RAILROAD:** Montana Rail Link, Inc.
K. Richard L. Keller, Chief Engineer
P.O. Box 16390
Missoula, MT 59808-6390
Telephone (406) 523-1440
FAX (406) 523-1529

If to **CITY:** City of Billings
City Engineer
Public Works Department
510 N. Broadway - 4th Floor
Billings, MT 59101
Telephone (406) 657-8231

All notices shall be given (i) by personal delivery to the Parties, or (ii) by electronic communication, with a confirmation sent by mail, or (iii) by mail. All notices shall be effective and shall be deemed delivered (i) if by personal delivery on the date of delivery if delivered during normal

business hours, and, if not delivered during normal business hours, on the next business day following delivery, (ii) if by electronic communication on the next business day following receipt of the electronic communication, or (iii) if solely by mail on the next business day after actual receipt. Any Party may change its address by notice to the other Parties.

XVI

This agreement will be binding on the parties hereto, their successors and assigns.

MONTANA RAIL LINK, INC.

By: _____
Richard L. Keller, Chief Engineer

**STATE OF MONTANA
DEPARTMENT OF TRANSPORTATION**

By: _____
Walt Scott
Supervisor-Utility Section

By: _____
Approved for Legal Content - MDT

CITY OF BILLINGS

By: _____

Its: _____

[\(Back to Consent Agenda\)](#)

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
Monday, March 24, 2008

TITLE: Amendment Three with Morrison-Maierle, Inc. for Engineering Services for 2008 Miscellaneous Improvements at Billings Logan International Airport

DEPARTMENT: Aviation and Transit

PRESENTED BY: Tom Binford, A.A.E., Director of Aviation and Transit

PROBLEM/ISSUE STATEMENT: Due to the specialized nature of engineering services required for airfield infrastructure design, including knowledge of the Federal Aviation Administration (FAA) design and grant funding process, the City has historically entered into a five-year term contract to provide engineering services at the Airport. On November 13, 2006, the City approved a five-year contract with Morrison-Maierle, Inc. to provide project design surveys, plans, specifications and bidding documents and contract administration, including coordination meetings, pay requests, etc. The contract also includes full time on-site inspection and construction surveys. The base five-year contract is amended each time a new project is undertaken, and Amendment Three for \$137,698 includes all of the services indicated above for the 2008 Miscellaneous Improvements. The improvements in this project include paving and sanitary sewer extension for Overlook Drive, installation of fire lines and hydrants, storm drainage addition and construction of a new taxiway in the T-hangar area. The scope of work and associated engineering fees have been reviewed and negotiated by Airport staff and have been approved as reasonable for the work.

FINANCIAL IMPACT: The total cost of Amendment Three to the five-year engineering Contract with Morrison-Maierle, Inc. is \$137,698. The source of funding for this Amendment is the Department's Capital Budget.

RECOMMENDATION

Staff recommends that the City Council approve Amendment Three to the Morrison-Maierle, Inc. Engineering Services Contract in the amount of \$137,698 for the engineering services for 2008 Miscellaneous Improvements at Billings Logan International Airport.

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

[\(Back to Consent Agenda\)](#)

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
Monday, March 24, 2008

TITLE: Amendment Four with Morrison-Maierle, Inc. for Engineering Services for Airport Improvement Program (AIP) 34 Project
DEPARTMENT: Aviation and Transit
PRESENTED BY: Tom Binford, A.A.E., Director of Aviation and Transit

PROBLEM/ISSUE STATEMENT: Due to the specialized nature of engineering services required for airfield infrastructure design, including knowledge of the Federal Aviation Administration (FAA) design and grant funding process, the City has historically entered into a five-year term contract to provide engineering services at the Airport. On November 13, 2006, the City approved a five-year contract with Morrison-Maierle, Inc. to provide project design surveys, plans, specifications and bidding documents and contract administration, including coordination meetings, pay requests, etc. The contract also includes full time on-site inspection, construction surveys and development and submittal of the final project closeout documents, as required for all Federal AIP projects. The base five-year contract is amended each time a new project is undertaken, and Amendment 4 includes all of the services indicated above for next Summer's AIP 34 projects. The scope of work and associated engineering fees have been reviewed and negotiated by Airport staff and have also been approved by the FAA. The projects included in AIP 34 include the replacement of the asphalt pavement surface on Taxiway "H," pavement rehabilitation of the Aircraft Rescue and Fire Fighting equipment staging area and the installation of new security fencing around the perimeter of the Airport. This Amendment will produce an estimated \$3,300,000 of construction projects.

FINANCIAL IMPACT: The total cost of Amendment 4 to the five-year engineering Contract with Morrison-Maierle, Inc. will be funded 95% with AIP entitlement grant and 5% local funds.

RECOMMENDATION

Staff recommends that the City Council delay approval of Amendment 4 to the Morrison-Maierle, Inc. Contract until April 14 to finish negotiations on the Amendment amount.

Approved By: City Administrator _____ City Attorney _____
[\(Back to Consent Agenda\)](#)



AGENDA ITEM:



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
Monday, March 24, 2008

TITLE: Amendment Six with CTA Architects Engineers, for the Architectural Services for the Airport Operations Center Storage Mezzanine

DEPARTMENT: Aviation and Transit

PRESENTED BY: Tom Binford, A.A.E., Director of Aviation and Transit

PROBLEM/ISSUE STATEMENT: Due to the specialized nature of architectural services required for airport facilities design and remodel projects, including knowledge of the Federal Aviation Administration (FAA) design and grant funding process, the City has historically entered into a five-year term contract to provide architectural services at the Airport. On November 27, 2006, the City approved a five-year contract with CTA Architects Engineers to provide project design, plans, specifications and bidding documents and contract administration items such as coordination meetings, pay requests, and change orders, etc. The base five-year contract is amended each time a new project is undertaken and this Amendment Six for \$6,630.38, includes all of the services indicated above for the construction of a storage mezzanine that will provide heated storage for seasonal equipment, temperature sensitive materials, and supplies at the Operations Center. The scope of work for this project and associated architectural fees have been approved and negotiated by Airport staff. This project is included in the approved Capital Improvement Program. Including Amendment Six, the total cost of the architectural work under this five-year Contract totals \$111,741.38 and has produced an estimated \$1,616,113.00 of construction work.

FINANCIAL IMPACT: The total cost of Amendment Six with CTA Architects Engineers is \$6,630.68. The source of funding for the Amendment is the Department's Capital Budget.

RECOMMENDATION

Staff recommends that the City Council approve Amendment Six to the CTA Architects Engineers Services Contract in the amount of \$6,630.68 for the architectural services for the Airport Operations Center Storage Mezzanine.

Approved By: City Administrator _____ City Attorney _____

[\(Back to Consent Agenda\)](#)

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
March 24, 2008

TITLE: W.O. 04-36 – Briarwood Sanitary Sewer Main Extension
Amendment No. 6 to Professional Engineering Services Contract

DEPARTMENT: Public Works - Engineering Division

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

PROBLEM/ISSUE STATEMENT: Mayor and Council are asked to approve Amendment No. 6 to the professional services contract dated March 1, 2005 with Morrison-Maierle, Inc. (MMI) in the amount of \$436,209.00 to provide construction administration, construction survey, quality assurance testing, and closeout services for the Briarwood sanitary sewer main extension project. A contract amendment is recommended since the original contract and previous amendments pertained only to design related services.

ALTERNATIVES ANALYZED:

1. Authorize the Mayor to sign an amendment to the contract with MMI as set forth in this staff memorandum.
2. Do not authorize the Mayor to sign an amendment to the contract with MMI as set forth in this staff memorandum.

FINANCIAL IMPACT: Funding for this project has been approved in the CIP projects. Funding is sufficient for the construction-related engineering services and for project construction which is estimated at \$5.4 million.

RECOMMENDATION

Staff recommends that Council authorize the Mayor to sign a contract amendment for professional services to provide construction-related engineering services for W.O. 04-36, Briarwood Sanitary Sewer Main Extension in the amount not to exceed \$436,209.00.

Approved By: City Administrator ____ City Attorney ____

ATTACHMENT

- A. Amendment No. 6 to the Morrison-Maierle, Inc. Agreement (6 pages)

AMENDMENT NO. 6

TO

PROFESSIONAL ENGINEERING AND RIGHT-OF-WAY ACQUISITION SERVICES

W.O. 04-36, BRIARWOOD SANITARY SEWER MAIN EXTENSION

THIS AGREEMENT, made and entered into on _____, 2008, by and between the following:

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

and

Morrison-Maierle, Inc.
315 N. 25th St., Suite 102
Billings, Montana 59101
Hereinafter designated the Consultant

WITNESSETH:

WHEREAS, the City and Consultant have entered into a contract dated March 1, 2005, a Contract Amendment #1 dated September 16, 2005, a Contract Amendment #2 dated May 10, 2006, a Contract Amendment #3 dated December 20, 2006, a Contract Amendment #4 dated May 7, 2007, and a Contract Amendment #5 dated November 29, 2007 for Consultant to provide engineering and right-of-way acquisition services to the City for Work Order 04-36 Briarwood Sanitary Sewer Main Extension, and;

WHEREAS, the City has need for additional engineering and right-of-way services, and;

WHEREAS, the City has authority to contract for consulting engineering and right-of-way services, and;

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

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated herein, the Parties hereto agree to amend the original contract, as previously amended, as follows:

Delete the last line of Appendix A, Section 3, Bidding Phase Scope of Work.

Add the following to Appendix A, Section 3 immediately after Bidding Phase Scope of Work.

TASK 50 – CONSTRUCTION PERIOD SERVICES

SCOPE:

Engineer shall set the time, date and place with Billings' representative to hold a pre-construction conference. The Contractor, major subcontractors, and major suppliers, property owners, Owner's representatives and Engineer's project staff shall be invited. Engineer will prepare a detailed agenda and conduct the meeting.

Coordinate appropriate quality assurance testing of materials intended for incorporation into the project and required documentation of testing results. Receive and review quality control testing results from Contractor's QC efforts.

Provide Review of construction to check Contractor's work of compliance with the drawings, specifications, and other applicable documents, codes, or standards. Review of work shall be made on a full-time basis while any major item of work is in progress. Major items of work shall be water, sanitary sewer, storm drain, and irrigation utilities; subgrade preparation; gravel base course preparation; concrete pouring and finishing; bridge structure work (including superstructure, rails, and pipe hangers); and any vertical construction work that can not be fully observed before being covered.

Engineer shall provide two full-time Resident Project Representatives (RPR's) for up to eight (8) hours a day, five (5) days a week for the 240 calendar day contract period. RPR schedules will be staggered to cover a 10 hour Contractor workday. Any additional RPR services at the Owner's request will be covered under the Additional Services clause of the Contract. Additional RPR services due to Contractor working hours, schedule, or time beyond the contract times shall be separated and accounted for separately for separate invoice to the Owner. Engineer will prepare, coordinate, and recommend recovery of these Contractor-caused costs as deductions to Contractor's periodic pay estimates per the construction contract with the Contractor.

The Engineer shall provide a minimum of 48 hours notice to Billings personnel when specific inspections or testing require their presence on the project. Each daily review shall be documented in permanent reproducible form and kept in consecutive order with the project file. Copies of the daily review reports shall be furnished to Billings as requested during construction. Engineer will notify Billings immediately of any contract problems or deviations from approved plans.

The Engineer shall record the location of all underground utilities (including, but not limited to, conduit for all street lighting, signalization, or flasher assemblies) installed under and on the surface within the public right-of-way and show these facilities, together with a representation of the general corridors in which other underground utilities are located, on the record drawings.

Review the construction operations and the traffic controls of construction, prior to start of work. Engineer shall ascertain that the Contractor has all needed permits to accomplish his work during construction.

Check shop drawings, samples, equipment, asphaltic concrete mix design, concrete mix design, aggregate, bridge design, and other data submitted by the Contractor for compliance with drawings and specifications.

Schedule and conduct weekly construction meetings at or near the jobsite or a mutually agreed upon location. Prepare and distribute a written agenda for each meeting.

Prepare monthly pay estimates for construction and prepare contract administration forms on a monthly basis. These will be submitted in Billings' approved format.

Issue notice to the Contractor to suspend work in whole or in part when, at the recommendation of the Engineer, it is the opinion of Billings that work is not being performed or cannot be performed in accordance with the contract documents and specifications.

Prepare and recommend work change directives and change orders when necessary due to conditions encountered during construction. The Engineer is not authorized to order additional work without the approval of Billings' Task Director. Any work resulting in contract overages will be processed by approved change orders using City of Billings standard forms. Any additional engineering work associated with change order work that is outside the scope of this amendment is not included herein. A scope and fee for any additional work will be provided to the City of Billings and approved prior to commencing the additional work.

Schedule and hold a neighborhood public meeting at the beginning of the project. At a minimum, all affected property owners and businesses shall be invited to

attend. Engineer will develop a mailing list to be used for notification. Meeting time and location to be determined by Engineer and approved by Billings.

Develop an overall public involvement plan to be used during construction. At a minimum, plan will include provisions for providing information to Billings to be included in monthly newsletters; press releases and road closure notifications; weekly construction meetings; and Contractor handouts. Plan to be approved by Billings prior to implementation. Additional approvals by Billings may be required for release of public involvement plan materials to public.

TASK 50 FEE: \$351,830

TASK 51 – CONSTRUCTION SURVEY

SCOPE:

Provide personnel, equipment, and supplies for construction layout and control. Construction layout shall include, but not be limited to, measurements, lines, locations, and grades necessary for construction. Locations and nature of staking shall be as defined in the Field Engineering section of the Construction Contract.

Reference and preserve all existing survey monuments and benchmarks. All monuments requires within the project shall be punched and elevations shown on the as-built drawings.

TASK 51 FEE: \$54,627

TASK 52 – QUALITY ASSURANCE MATERIALS TESTING

SCOPE:

Provide the services of a qualified materials engineering technician who will observe construction and provide representative tests. Provide direct coordination of laboratory and field quality assurance testing and geotechnical engineering between the project engineer, field inspector, and project construction materials engineer. Geotechnical and materials engineering shall include interpretation and recommendations for the Engineer and Billings based upon field observation.

TASK 52 FEE: \$5,500

TASK 60 - CLOSEOUT

SCOPE:

Prepare record drawings (As Built) and furnish Billings with one (1) draft paper set for review and comment.

Following receipt of review comments from Billings, make necessary changes and furnish Billings with two (2) paper prints of any sheet involving traffic control devices, signals, signing or striping, and utilities plans. Also furnish one electronic set, in *.pdf format of record drawings showing:

1. Offset distances measured from centerline of right-of-way to all public water mains and sanitary sewers
2. Invert elevations marked for each manhole, structure, and each connection thereto, as well as the end of each stubbed sanitary sewer line, stubbed wastewater service line, stubbed water main, stubbed water service, and stubbed fire line.
3. Locations of water and sewer services based on measurements from property lines.
4. Elevations indicating depth of bury of all new or exposed existing public water mains and sanitary sewers. These elevations shall be shown at each street or right-of-way intersection and at such intervals along the public water mains and sanitary sewers as may be deemed appropriate by the City Engineer.
5. Permanent benchmarks shown and control points that fall within the plan sheets.
6. Record drawings are due within 14 days of Contractor's final payment and before final payment to the Engineer.

Provide one (1) bound copy (may include multiple volumes) of a project manual through final completion. At a minimum, the project manual shall include: project specifications and contract documents, pay estimates, correspondence, any change orders, Contractor submittals, test reports, daily inspection reports, public involvement plan and documentation, and other appropriate project records as determined by Billings.

Prepare and review final pay estimate, final change order, and all necessary Contractor documents to establish final completion.

Schedule and make final inspection with Billings and certify to Billings all construction items were constructed according to plans and specifications and are acceptable to the Engineer.

Schedule and make an inspection with Billings prior to the expiration of the construction warranty period and provide a certification of final acceptance. If any problems are found, send a list of deficiencies to Billings and Contractor and continue until acceptable.

TASK 60 CHANGE IN FEE: \$24,200

TOTAL INCREASE THIS AMENDMENT: \$436,209.

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

CONSULTANT - Morrison-Maierle, Inc.

NAME: Carl J. Anderson, P.E.

BY: _____

TITLE: Vice-President

DATE: _____

CITY OF BILLINGS, MONTANA

BY: _____
Mayor, City of Billings

DATE: _____

[\(Back to Consent Agenda\)](#)

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
Monday, March 24, 2008

TITLE: Assignment and Transfer of Non-Commercial Aviation Ground Lease from Rocky Mountain Bancorporation, Inc. to BVDS, Inc.

DEPARTMENT: Aviation and Transit

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

PROBLEM/ISSUE STATEMENT: On April 28, 1997, Rocky Mountain Bancorporation, Inc. (the Bank) entered into a twenty-year Non-Commercial Aviation Ground Lease with the City of Billings and subsequently built an executive hangar on the leased parcel located on the west end of the Airport. The parcel contains 20,160 square feet and is currently addressed as 2443 Overlook Drive. The Bank utilized the hangar to house its aircraft for a number of years and has now opted to sell its hangar to BVDS, Inc.; Al Blain is President and CEO of BVDS, Inc. This Assignment and Transfer will formally transfer the Lease on this parcel from the Bank to BVDS, Inc.

FINANCIAL IMPACT: There is no financial impact from this action. The name on the Lease is all that changes with this Assignment and Transfer. However, because Mr. Blain wishes to conduct limited commercial operations from the hangar he is purchasing from the Bank, the ground Lease is also being revised (in a separate, but related action) to reflect the limited commercial operations proposed by Mr. Blain. The revised Lease is necessary because the Bank's Lease does not permit any commercial activities. Additionally, the revised Lease will extend the Lease term to accommodate Mr. Blain's investment in the purchase of the hangar from the Bank.

RECOMMENDATION

Staff recommends that Council approve the Assignment and Transfer of the Non-Commercial Aviation Ground Lease from Rocky Mountain Bancorporation, Inc. to BVDS, Inc.

Approved By: City Administrator ____ City Attorney ____

ATTACHMENT: A. Assignment and Transfer

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ASSIGNMENT AND TRANSFER

Rocky Mountain Bancorporation, Inc.
DBA Rocky Mountain Bank
2615 King Avenue West
Billings, MT 59108

as Assignor, with the consent of the City of Billings, hereby grants, transfers, assigns, sells, and sets over to

BVDS, Inc.
6309 Jellison Road
Billings, MT 59101

as Assignee, a one hundred percent (100%) undivided interest in the following described property and property interests:

1. That certain leased parcel of real property, together with improvements, specifically described as follows:

Commencing at Station 67+12.48 on "D" line, said Station also being S 06°15'10" W a distance of 3,096.15 feet from the N.E. Corner of Section 25 (Brass Cap), T. 1 N., R. 25 E., P.M.M., Yellowstone County, Montana; thence from said point, S 40°51'10" E a distance of 345.32 feet to the Point of Beginning; thence, S 00°50'47" E a distance of 105.00 feet; thence, S 89°09'13" W a distance of 192.00 feet; thence, N 00°50'47" W a distance of 105.00 feet; thence, N 89°09'13" E a distance of 192.00 feet to the Point of Beginning.

Said Parcel containing 20,160 square feet is illustrated in Exhibit A attached hereto and by reference made a part hereof.

The legal description has been revised and is now specifically described as follows:

Commencing at the Northeast Corner of Section 25, T. 1 N., R. 25 E., P.M.M., Yellowstone County, Montana; thence from said point, S 01°54'36" W a

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distance of 3,340.78 feet to the Point of Beginning; thence, S 00°50'47" E a distance of 105.00 feet; thence, S 89°09'13" W a distance of 192.00 feet; thence, N 00°50'47" W a distance of 105.00 feet; thence, N 89°09'13" E a distance of 192.00 feet to the Point of Beginning.

Said Parcel containing 20,160 square feet "is illustrated in Exhibit B attached hereto and by reference made a part hereof."

2. That certain Non-Commercial Aviation Ground Lease entered into by and between the CITY OF BILLINGS, MONTANA as Lessor and Rocky Mountain Bancorporation, Inc. as Lessee (hereafter known as Assignor), dated April 28, 1997.

This Assignment and Transfer is made on condition that BVDS, Inc., as Assignee, takes all property and property interests subject to all of the conditions and provisions of the Non-Commercial Aviation Ground Lease. Assumption of any rights under this Assignment constitutes acceptance pursuant to the conditions imposed by Assignor.

ASSIGNMENT AND TRANSFER made and entered into this _____ day of _____ 20____.

CITY OF BILLINGS

BY: _____

TITLE: _____

STATE OF MONTANA)
 :SS
County of Yellowstone)

On _____, 20____, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

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ASSIGNEE: BVDS, INC.

BY: *AL Blain*
TITLE: President

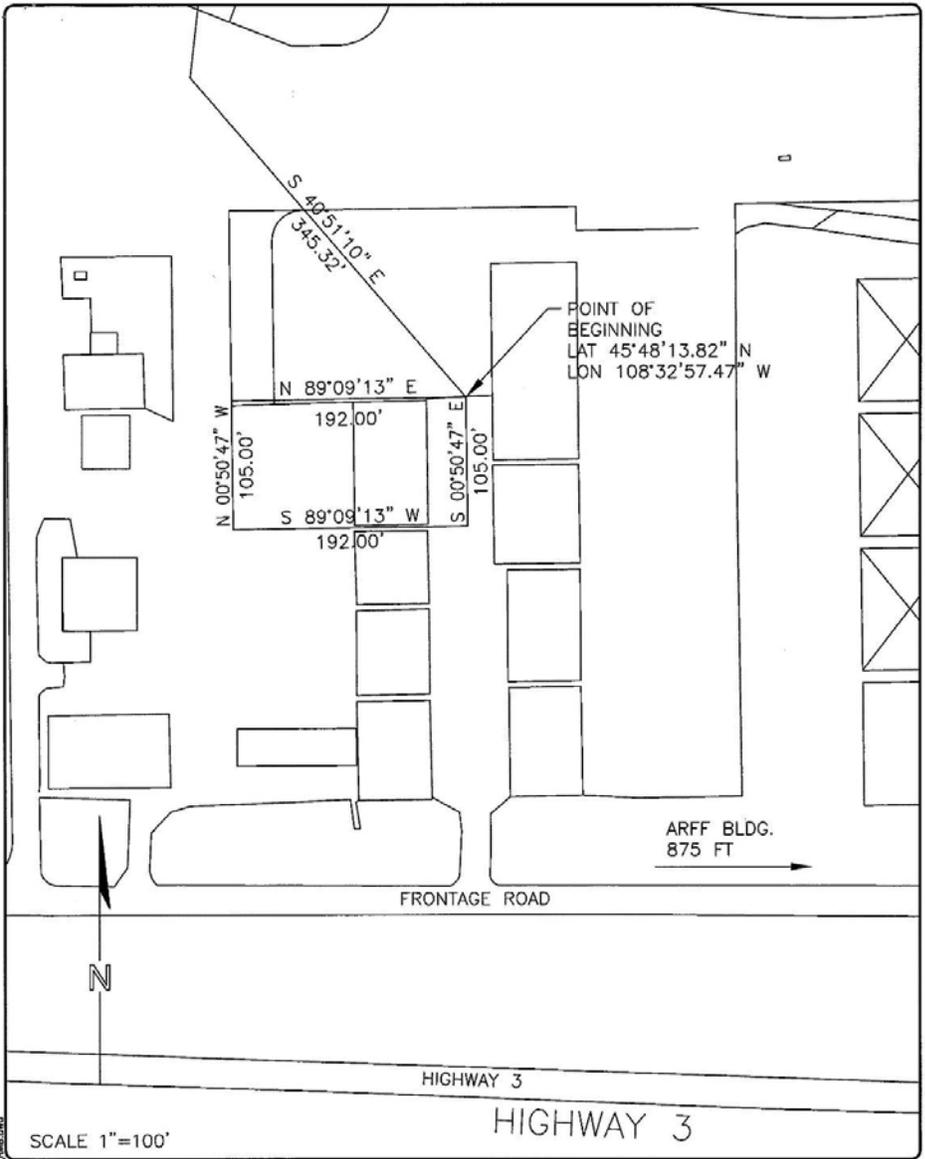
STATE OF MONTANA)
 :SS
County of Yellowstone)

On March 13, 2008, before me, the undersigned, a Notary Public for the State of Montana, personally appeared AL BLAIN, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

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



Evelyn C. Heide (Signature)
EVELYN C. HEIDE (Printed Name)
NOTARY PUBLIC for State of Montana
Residing at BILLINGS
My Commission Expires May 14, 2010



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SCALE 1"=100'

**ROCKY MOUNTAIN BANK
LEASE**
AVIATION AND TRANSIT DEPARTMENT—CITY OF BILLINGS

EXHIBIT A 1 of 2

| | | |
|--|---|--|
| <p style="font-size: 8px; margin: 0;">MORRISON MAIERLE, INC. <small>An Equal Opportunity Employer</small></p> | <p>215 W. 23rd St. Billings, MT 59102 Phone: (406) 251-2222 Fax: (406) 251-1551</p> | <p>Registered Professional Engineers Surveyors</p> |
|--|---|--|

DESCRIPTION

Main Parcel

Commencing at Station 67+12.48 on "D" line, said Station also being S 06°15'10" W a distance of 3096.15 feet from the N.E. Corner of Section 25 (Brass Cap), T. 1 N., R. 25 E., P.M.M., Yellowstone County, Montana; thence from said point, S 40°51'10" E a distance of 345.32 feet to the Point of Beginning; thence, S 00°50'47" E a distance of 105.00 feet; thence, S 89°09'13" W a distance of 192.00 feet; thence, N 00°50'47" W a distance of 105.00 feet; thence, N 89°09'13" E a distance of 192.00 feet to the Point of Beginning.

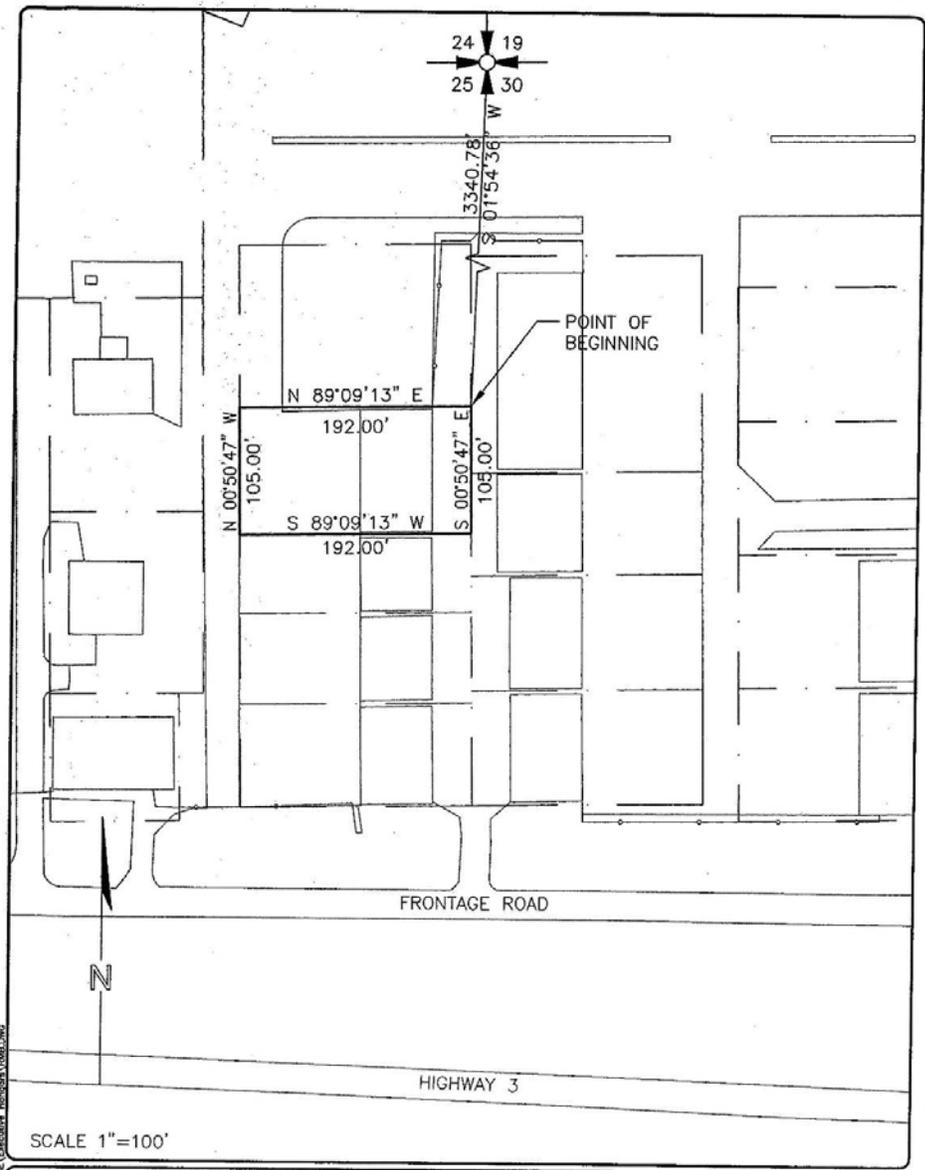
Said Parcel containing 20,160 square feet.

ROCKY MOUNTAIN BANK
LEASE

AVIATION AND TRANSIT DEPARTMENT—CITY OF BILLINGS

EXHIBIT A 2 of 2





V:\2447\LEASE\Escrow\Map\RMBS.DWG

SCALE 1"=100'

**ROCKY MOUNTAIN BANK
LEASE**
AVIATION AND TRANSIT DEPARTMENT-CITY OF BILLINGS

EXHIBIT B 1 of 2

**MORRISON
MAIERLE, INC.**
AN Equal Opportunity Employer
315 N. 25th St.
Billings, MT 59101
Phone (406) 254-0001
Fax (406) 254-0201

ISSUE DATE: 11/20/07

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
Monday, March 24, 2008

TITLE: Limited Commercial Aviation Ground Lease with BVDS, Inc.
DEPARTMENT: Aviation and Transit
PRESENTED BY: Thomas H. Binford, A.A.E., Director of Aviation and Transit

PROBLEM/ISSUE STATEMENT: Rocky Mountain Bancorporation, Inc. (the Bank) entered into a Non-Commercial Aviation Ground Lease with the City of Billings on April 28, 1997, and subsequently built an executive hangar on the leased parcel located on the west end of the Airport. The Bank has opted to sell its hangar to BVDS, Inc.; Al Blain is President and CEO of the company. The sale of the hangar requires two actions by the City Council: (1) approval of an Assignment and Transfer of the Bank's existing Lease, which will formally transfer the ground Lease on this parcel from the Bank to BVDS, Inc., and (2) approval of a revised Lease with BVDS, Inc. to permit limited commercial activities to be conducted from that location. Mr. Blain is proposing to do limited helicopter charters from the hangar, activities which would not currently be permitted under the Bank's existing Lease language. Additionally, the revised Lease with BVDS, Inc. will extend the term by an additional twelve (12) years to assist Mr. Blain in recouping his costs of purchasing the Bank's hangar. The term of the revised Lease with BVDS, Inc. is for twenty (20) years, commencing on April 1, 2008, and terminating on March 31, 2028.

FINANCIAL IMPACT: The first year of this Lease will generate \$4,568.28 of revenue for the Airport. Subsequent years will be adjusted using the Consumer Price Index for Urban Consumers (CPI-U) to keep pace with annual inflation.

RECOMMENDATION

Staff recommends that Council approve the Limited Commercial Aviation Ground Lease with BVDS, Inc.

Approved By: City Administrator ____ City Attorney ____

ATTACHMENT

- A. Limited Commercial Aviation Ground Lease

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LIMITED COMMERCIAL AVIATION GROUND LEASE

THIS LEASE, made and entered into this ____ day of _____ 20__, by

and between the following:

CITY OF BILLINGS, MONTANA, hereinafter designated
"Lessor"

and

BVDS, INC., hereinafter
designated "Lessee"

WITNESSETH

RECITALS

1) Lessor owns and operates BILLINGS LOGAN INTERNATIONAL AIRPORT
(hereinafter called the Airport) situated in the City of Billings, Montana, and

2) Lessor deems it advantageous to itself and the operation of the Airport to lease
to the Lessee a certain parcel of land hereinafter described together with certain privileges, rights, uses,
and interests, and

3) Lessee wishes to engage in certain limited commercial aviation activities, and
proposes to lease on a net basis from Lessor said parcel of land and to avail itself of the same
privileges, rights, uses, and interests contemplated herein, and

4) Lessee has indicated a willingness and ability to properly keep, and maintain
said land in accordance with standards established by Lessor.

NOW THEREFORE, the parties hereto covenant and agree as follows:

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ARTICLE I

PREMISES AND PRIVILEGES

A. Description of the Premises. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor that certain parcel of real property, together with improvements (hereinafter called the premises) for its exclusive use, specifically described as follows:

Commencing at the Northeast Corner of Section 25, T. 1N., R. 25 E., P.M.M., Yellowstone County, Montana; thence from said point, S 01°54'36" W a distance of 3,340.78 feet to the Point of Beginning; thence, S 00°50'47" E a distance of 105.00 feet; thence, S 89°09'13" W a distance of 192.00 feet; thence, N 00°50'47" W a distance of 105.00 feet; thence, N 89°09'13" E a distance of 192.00 feet to the Point of Beginning.

Said Parcel containing 20,160 square feet.

Premises is further depicted on attached Exhibit A, and by said reference made a part of this Lease.

B. General Privileges, Uses, and Rights. Lessor hereby grants to Lessee the following general privileges, uses, and rights, all of which shall be subject to the terms, conditions and covenants herein set forth. Said rights shall be subject to such Federal, State, or Local ordinances, rules and regulations as now or may hereafter have application at the Airport.

1) The general unrestricted use of all public Airport facilities and improvements, which are now or may hereafter be connected with or appurtenant to said Airport, except as hereinafter provided, to be used by Lessee and its sublessees for limited commercial aviation activity as herein defined. For the purpose of this Lease, public Airport facilities shall include all necessary landing area appurtenances including, but not limited to, approach areas, runways, taxiways, aprons, aircraft

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parking areas, roadways, sidewalks, navigational aids, lighting facilities, terminal facilities, or other public facilities appurtenant to said Airport.

2) The right of ingress to and egress from the premises over and across public roadways serving the Airport for Lessee, Lessee's agents, employees, patrons and invitees, suppliers of service and furnishers of material.

C. Specific Privileges, Uses, and Rights. In addition to the general privileges, uses, and rights described above and without limiting the generality thereof, Lessor hereby grants to Lessee and sublessees the right to engage in limited commercial aviation activity on the premises as defined in subparagraphs 1 through 6 below, subject to the conditions and covenants hereafter set out:

1) The loading and unloading of aircraft in any lawful activity as incidental to the conduct of any services of operations outlined in this Paragraph C.

2) The maintenance, storing and servicing of Lessee's aircraft which shall include overhauling, rebuilding, repairing, inspection and licensing of same, and the purchase of parts, equipment and accessories therefore.

3) The right to use vehicles necessary for the servicing of Lessee's aircraft, with the exception of fueling vehicles, which will require a separate fueling location agreement if such vehicles are to remain on Airport property other than during fueling operations.

4) The operation of a non-scheduled and charter helicopter transportation business for hauling passengers and freight.

5) The sale through coin-operated vending machines of tobacco,

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confections and refreshments and the maintenance on said premises of appropriate facilities therefore.

6) The maintenance of an office on the premises necessary for the conduct of the activities defined above.

D. Concession Excluded. The following concessions and services and the establishment thereof shall be specifically excluded from this Lease:

- 1) Ground transportation for hire.
- 2) Auto rental services.
- 3) Food sales (except the sale of tobacco, confections and refreshments through coin-operated vending machines).
- 4) News and sundry sales.
- 5) Barber, valet, and personal services.
- 6) Retail sale of non-aviation products offered for sale in the Terminal Building.
- 7) Fuel sales.
- 8) Aircraft/helicopter parts sales.
- 9) Aircraft/helicopter repair and maintenance for hire.
- 10) On-site fuel storage facilities.
- 11) Flight schools and flight instruction, except that chief pilot shall have the right to give private instructions to employees of the Lessee.

E. Reservation of Right-of-Way. Lessor hereby reserves a right-of-way easement

1 for access purposes over the above described leasehold. Said reserved right-of-way may be used by
2 Lessor and all of Lessor's representatives, agents and employees, and Lessor's tenants, employees of
3 said tenants, and persons or entities serving said tenants.

4 ARTICLE II

5 TERM OF LEASE

6
7 A. Term. The term of this Lease shall be for a period of twenty (20) years,
8 commencing on the 1st day of April 2008, and terminating on the 31st day of March 2028.

9 If during the term of the Lease, Lessee desires to make a substantial new capital
10 investment in their facilities, the Lessor agrees to open the Lease for discussions regarding possible
11 additional lease term appropriately related to the magnitude of the proposed new capital investment.

12 B. First Right of Refusal. At the end of the term hereof the Lessee shall have the
13 first right to accept a new lease of the premises at the same rates and charges and under the same terms
14 and conditions that the premises may be offered to any other person or entity. Provided, that the
15 Lessor shall have the sole discretion as to the use of said premises and whether or not it will be relet at
16 the end of said term. Provided further, that six (6) months prior to the end of the term, Lessee shall
17 give notice in writing to Lessor of intent to exercise the first right of refusal. Lessor, upon election to
18 relet said premises, shall give Lessee notice of the proposed terms in writing within thirty (30) days of
19 the letter of intent. Lessee shall have sixty (60) days in which to give Lessor notice in writing of
20 acceptance.
21

22 C. National Emergency. In the event the rights and privileges hereunder are
23 suspended by reason of war or other national emergency, the term of this Lease shall be extended by
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1 the amount of the period of such suspension.

2 ARTICLE III

3 RENTAL AND FEES

4 A. Ground Rental. For the land described in Article I, Paragraph A., Lessee shall
5 pay to Lessor \$2,266 Per Square Foot Per Annum (PSFPA) for all ground included in this Lease, for
6 an annual rental of \$4,568.28. Said rental shall be payable monthly in advance, without billing, on the
7 first day of each month in an amount equal to one-twelfth of the annual rentals, or \$380.69.

8 B. Interest Penalty. Without waiving any other right or action available to the
9 Lessor, in the event of default in the payment of Lease rentals herein, or any other rentals, fees, or
10 charges owed Lessor, the amount due shall accrue interest at the rate of one and one-half percent
11 (1.5%) per month from the date such rentals, fees, or charges were due and payable, until paid in full.
12 Said interest shall not apply with respect to items being contested in good faith by Lessee and which
13 are resolved in Lessee's favor.

14 C. Annual Readjustment of Ground Rental. During the term of the Lease, the
15 rental rate will be adjusted annually on the anniversary of the Lease using the Consumer Price Index
16 for all Urban Consumers (CPI-U) for the previous twelve (12) month period. In no case shall the rate
17 be less than the previous year.

18 D. Rental Adjustments to Market Value. Beginning on the fifth anniversary of the
19 Lease and then on each following third anniversary of the Lease thereafter, the Lessor may appoint a
20 MAI appraiser to determine the current market value of the property. Should said appraisal identify
21 that the then current Lease rental rate is below market for similar sized airports or other commercial
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1 on-airport properties, the Lessor will notify Lessee of an impending Lease increase. Lessee will then
2 have sixty (60) days to hire their own MAI appraiser and to appraise the premises. At the end of the
3 sixty (60) days the Lessor's appraiser and the Lessee's appraiser will meet to determine a new Lease
4 rental rate based on the two appraisals. The new rate will then be implemented at the beginning of the
5 next Lease anniversary date. If the appraisers cannot reach a consensus on a new rate for the premises
6 based on the two appraisals, the Lessor and Lessee will jointly seek to resolve the issue by mutual
7 agreement. If these efforts are not successful, each party retains the right to pursue the matter legally.

8
9 E. Fuel Flowage Fees. In addition to the annual land rentals above, the Lessor
10 shall be entitled to collect, and Lessee agrees to pay a fuel flowage fee, in accordance with the City of
11 Billings, Aviation and Transit Department Fuel Flowage Policy effective April 1, 1999, including any
12 future changes or adjustments to said policy or other rules and regulations and ordinances of Lessor
13 hereafter prescribed or promulgated by authority or by law that effect said fuel flowage fees.

14
15 ARTICLE IV

16 OBLIGATIONS OF LESSOR

17 A. Lessor Warranties. Lessor warrants all things have happened and have been
18 done to make its granting of said Lease effective and that Lessee shall have peaceful possession and
19 quiet enjoyment of the leased premises during the term hereof, upon performance of Lessee's
20 covenants herein.

21
22 B. Operation as Public Airport. Lessor shall, during the term hereof, operate and
23 maintain the Airport and its public facilities, as defined hereinabove, as a public airport consistent with
24 and pursuant to the sponsor's assurances given by Lessor to the United States Government under the
25

1 Federal Airport Act.

2 C. Condition and Maintenance of Premises. Lessor shall assume no responsibility
3 for the condition of the demised premises after delivery of premises to Lessee. Lessor shall maintain
4 all existing roads on the Airport giving access to the leased premises and Lessor shall remove snow
5 from the access roads as Lessor's resources permit.
6

7 ARTICLE V

8 OBLIGATIONS OF LESSEE

9 A. Condition of Premises. It shall be the sole responsibility of the Lessee to
10 develop, keep, maintain, and operate the entirety of the premises and all improvements and facilities
11 placed thereon at Lessee's sole cost and expense. This Lease in every sense shall be without cost or
12 expense to the Lessor. Lessee accepts the premises in its present condition and will repair and
13 maintain any installations thereon except as provided in Article IV, Paragraphs B.-C., and will remove
14 or cause to be removed any debris to the extent required for its continuing use thereof.
15

16 B. Improvements. Lessee shall have the right to and shall provide for the future
17 construction, alteration, expansion, and maintenance of its own improvements, in any lawful manner,
18 upon or in the premises, for the purpose of carrying out any of the activities provided for herein, but
19 shall obtain the prior written approval of Lessor for any such construction, alterations, or expansion.
20

21 C. Maintenance. Lessee shall, at its sole cost and expense, maintain the premises,
22 buildings, improvements, and appurtenances thereto in a presentable condition free of refuse and
23 debris consistent with good business practice. Lessee's maintenance responsibility shall include
24 asphalt repair, and snow removal on the premises.
25

1 D. Utilities. Lessee shall assume and pay for all costs or charges for utility services
2 furnished to Lessee during the term thereof; provided, however, that Lessee shall have the right to
3 connect to any available storm and sanitary sewers, water, electrical, or other utilities at Lessee's own
4 cost and expense; and Lessee shall pay for any and all service charges incurred therefore. Lessee shall
5 also provide an external water meter reading device in an external location of the leaschold structure;
6 said meter reading device type shall be specified by Lessor. All utility services shall be installed
7 underground.
8

9 E. Trash, Garbage, Etc. Lessee shall provide a complete and proper arrangement
10 for the adequate sanitary handling and disposal of all trash, garbage and other refuse occurring as a
11 result of Lessee's occupancy of the premises. Lessee shall provide and use Lessor approved
12 receptacles for all garbage, trash and other refuse and shall place them on the premises in a location
13 acceptable to the Lessor for their removal. Piling of boxes, cartons, barrels, or other similar items in
14 an unsightly or unsafe manner on or about the premises, is forbidden.
15

16 F. Signs. Lessee shall not maintain on the premises any billboards or advertising
17 signs; provided, however, that Lessee may maintain on the outside of its building its name(s) or signs,
18 the size, location, and design of which shall be subject to prior written approval of Lessor.
19

20 G. Federal, State, and Local Regulations. Lessee acknowledges that the right to
21 use said Airport facilities in common with others authorized to do so shall be exercised subject to and
22 in accordance with the laws, rules, regulations, and ordinances of the United States of America, the
23 State of Montana, and the City of Billings, now in force or hereafter prescribed or promulgated by
24 authority or by law and shall be closely observed during the full term of this Lease.
25

1 H. Hazardous Substances. Lessee assumes full responsibility for the proper and
2 legal use, handling, storage and disposal of any hazardous substances used or consumed in the conduct
3 of its business. "Hazardous substance" shall be interpreted broadly to mean any substance or toxic
4 material, hazardous or toxic or radioactive substance, or other similar term by any Federal, State, or
5 local environmental law, regulation or rule presently in effect or promulgated in the future, as such
6 laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but
7 not be limited to, any substance which after release into the environment will or may reasonably be
8 anticipated to cause sickness, death or disease. Lessee will hold Lessor harmless from and indemnify
9 Lessor against and from any damage, loss, expenses, or liability resulting from any breach of this
10 representation and warranty including all attorneys' fees and costs incurred as a result thereof.
11

12 I. Reporting. Lessee shall furnish to the Lessor, on or before the 10th day of each
13 month, an accurate report of Lessee's enplaned passengers, and contracted tons of freight, mail, and
14 other cargo, enplaned and deplaned during the preceding month.
15

16 Lessee is required to report to the Federal Aviation Administration on the
17 appropriate Federal forms, or to other requesting Federal or State agencies, all enplaning and
18 deplaning passenger information every year in a timely manner.
19

20 ARTICLE VI

21 INSURANCE AND INDEMNIFICATION

22 A. Indemnification. Lessor shall stand indemnified by Lessee as herein provided.
23 It is expressly understood and agreed that Lessee is and shall be deemed to be an independent
24 contractor and operator responsible to all parties for its respective acts or omissions and that Lessor
25

1 shall in no way be responsible therefore. It is further agreed that in the use of the Airport, in the
2 construction, alteration, or maintenance of any improvements thereon, and in the exercise or
3 enjoyment of the privileges herein granted, Lessee shall indemnify and save harmless the Lessor from
4 any and all losses that may result to the Lessor because of any negligence, act or omission on the part
5 of the Lessee, and shall indemnify Lessor against any and all mechanic's and materialmen's liens or
6 any other types of liens imposed upon the premises.
7

8 Lessee expressly agrees that Lessor shall not be liable to Lessee, for personal
9 injury, bodily injury, or for any loss or damage to real or personal property occasioned by flood, fire,
10 earthquake, lightning, windstorm, hail, explosion, riot, strike, civil disobedience or commotion,
11 aircraft, smoke, vandalism, malicious mischief, or acts of civil authority, unless caused by the fault or
12 negligence of Lessor, its officers, agents or employees.
13

14 B. Insurance. Lessee shall provide and keep in force for the term of the Lease a
15 commercial general liability policy (occurrence form only), providing coverage for personal injury,
16 bodily injury, death, and property damage, in amounts not less than \$750,000 per claim, and
17 \$1,500,000 per occurrence.
18

19 The commercial general liability policy shall name the CITY OF BILLINGS as
20 a **PRIMARY ADDITIONAL INSURED**. The City of Billings' general liability policy will be excess
21 and noncontributory. At the time of execution of this Lease, and annually thereafter, Lessee shall
22 furnish a certificate of insurance showing that required insurance is in force. The issuer(s) of the
23 policy or policies shall provide thirty (30) days advance written notification to Lessor of any
24 reductions in the policy coverage, cancellations, or other adverse amendments to the policy or policies
25

1 impacting the risks covered. Insurance coverage shall be maintained with insurance underwriters
2 authorized to do business in the State of Montana and that are satisfactory to the Lessor.

3
4 If, in the Lessor's opinion, the minimum limits of the insurance coverage herein
5 required become inadequate during the term of this Lease, Lessee agrees that it will increase such
6 minimum limits by reasonable amounts on request of the Lessor.

7 ARTICLE VII

8 TERMINATION OF LEASE, CANCELLATION, AND TRANSFER

9 A. Termination. This Lease shall terminate at the end of the full term hereof
10 without any notice by either party, except as indicated in Article II, Paragraph A. A holding over by
11 the Lessee, its assigns or sublessees beyond the expiration of the term shall not be permitted without
12 the written consent of the Director of Aviation and Transit and then only on a month-to-month basis.

13
14 Lessee shall have the right to remove all moveable furniture, fixtures,
15 machinery and equipment and all other personal property owned or installed by Lessee on the
16 premises, and all expenses connected with such removal shall be borne by the Lessee. Said property
17 shall be removed within thirty (30) days after termination of Lease.

18 In addition, Lessee has the right to remove, at Lessee's expense, all buildings
19 and other structures owned by Lessee located upon the premises within thirty (30) days upon the
20 termination of this Lease. Lessee shall remove from the premises all debris resulting from the removal
21 of the building or structures, and Lessee shall generally leave the premises in a clean and orderly
22 condition.
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24 This right to remove personal property, buildings and structures does not extend
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1 to pavement, water lines, sewer lines, electrical lines, utility poles, fencing, exterior light poles, which
2 improvements shall remain the property of the Lessor and shall not be removed.

3
4 In the event the Lessee elects not to remove the buildings and other structures,
5 personal property, fixtures, machinery and equipment, and other improvements upon termination of
6 the Lease, the disposition of the buildings and structures, personal property, fixtures, machinery and
7 equipment, and other improvements will be left to the sole discretion of the Lessor. If Lessor elects to
8 remove the buildings and structures, personal property, fixtures, machinery and equipment, and other
9 improvements because of failure of Lessee to do so, the cost of removal, demolition, and other related
10 actions shall be at Lessee's expense.

11 B. Cancellation by Lessee. This Lease shall be subject to cancellation by Lessee
12 after the happening of one or more of the following events:

- 13 1) The permanent abandonment of the Airport as an Air Terminal.
- 14 2) The lawful assumption of the United States Government or any other
15 authorized agency thereof, of the operation, control or use of the Airport, or any
16 substantial part or parts thereof, in such a manner that substantially restricts Lessee for
17 a period of at least ninety (90) days from operating in a normal manner.
- 18 3) Issuance by any court of competent jurisdiction of an injunction in any
19 way preventing or restraining the use of the Airport, and the remaining in force of such
20 injunction for a period of at least ninety (90) days.
- 21 4) The default by Lessor in the performance of any covenant or agreement
22 herein required to be performed by Lessor and the failure of Lessor to remedy such
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default for a period of ninety (90) days after receipt from Lessee of written notice to remedy same.

Lessee may exercise such right of termination by written notice to Lessor at any time after the lapse of the above applicable periods of time and this Lease shall terminate as of that date. Rental due hereunder shall be payable only to the date of the happening of the event which results in said termination. Upon termination under the provisions of this paragraph, Lessee shall have the same rights as described in Article VII, Paragraph A. herein.

C. Cancellation by Lessor.

1) This Lease shall be subject to cancellation by Lessor in the event Lessee shall:

a) Be in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of fifteen (15) days after payment is due.

b) File a voluntary petition of bankruptcy.

c) Make a general assignment for the benefit of creditors.

d) Default in the performance of any of the covenants and conditions required herein (except rental payments) to be kept and performed by Lessee, and such default continues for a period of thirty (30) days after written notice from Lessor of said default.

2) In the event of termination because of the happening of any of the aforesaid events, Lessor may take immediate possession of the premises and remove

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Lessee's effects, forcibly if necessary, without being deemed guilty of trespassing.

Upon said entry, this Lease shall terminate.

3) It is agreed that failure of Lessor to declare this Lease terminated or to reenter and take possession upon the default of Lessee for any of the reasons set out shall not operate to bar or destroy the right of Lessor to declare this Lease null and void by reason of any subsequent violation of the terms of this Lease.

D. Suspension of Lease. During the time of war or declared national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military use. If any such lease is executed, any provisions of this instrument which are inconsistent with the provisions of the lease to the Government shall be suspended, provided that the term of the lease shall be automatically extended by the amount of the period of suspension.

E. Subleasing and Transferring. The Lessee shall have the right to sublease, assign or transfer all or any part of Lessee's leasehold interest in the premises for the same purpose established in Article I, Paragraph C., provided written approval of the Lessor is obtained. As a condition of said approval, Lessor reserves the right to alter this Lease in any manner deemed necessary by Lessor. Any sublease, assignment, or transfer shall be subject to the same conditions, obligations, and terms as set forth herein, and as may be subsequently amended, and Lessee shall be responsible for the observance by its tenants and sublessees for the terms and covenants of this Lease, and any subsequent lease amendments.

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ARTICLE VIII

GENERAL PROVISIONS

A. Attorney's Fees. Should either party employ an attorney or attorneys or utilize the services of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this Lease, the nonprevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorney's fees, including fees for in-house attorneys, expended or incurred in connection therewith.

B. Taxes. Lessee shall pay any taxes or assessments which may be lawfully levied against Lessee's occupancy or use of the premises or any improvements placed thereon as a result of Lessee's occupancy, but Lessee as independent contractor reserves the right to contest the levy of any tax or assessment which it feels is unjust.

C. Subordination of Lease.

1) This Lease shall be subordinate to the provisions of any existing or future agreements between Lessor and the United States Government relative to the administration, operation, or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

2) Any mortgagee or beneficiary shall have the right to cure any default on the part of Lessee in the payment of rent hereunder and, in the event of default, to assume the Lessee's position under this Lease. Lessor in no event shall be liable for

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the payment of the sum secured by such mortgage or trust indenture, nor for any expenses in connection with the same. Furthermore, such mortgage or trust indenture shall expressly provide that the mortgagor or beneficiary will seek no money judgment against Lessor. The mortgage or trust indenture shall also contain provisions requiring the holder of the indebtedness secured by such mortgage or trust indenture to mail to Lessor by certified mail a copy of each notice of breach of covenant, default or foreclosure given by the holder of the trustee under such mortgage or deed of trust.

D. Nondiscrimination. Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree:

1) That no person, on the grounds of race, color, creed, political ideas, sex, age, or physical or mental disability, shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities, or the exercise of its rights and privileges under this Lease.

2) That in the construction, alteration or maintenance of any improvements on behalf of Lessee and the furnishing of services, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, color, creed, political ideas, sex, age, or physical or mental disability.

3) That Lessee shall use the Airport facilities in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21,

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Nondiscrimination in Federally Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

Lessee shall furnish its services on a fair, equal, and nondiscriminatory basis to all users thereof, and it shall charge fair, reasonable, and nondiscriminatory prices for each unit or service. However, Lessee may be allowed to make reasonable discounts or other similar type of price reductions to purchasers on a nondiscriminatory basis.

E. Modification and Amendments. Changes or modifications to this Lease will be done in the form of a lease amendment to be agreed upon and signed by both Lessee and Lessor.

F. Paragraph Headings. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provisions of this Lease or the particular paragraphs.

G. Notices. Notices to Lessor provided for herein shall be sufficient if sent by certified mail, postage prepaid, addressed to:

Director of Aviation and Transit
Billings Logan International Airport
1901 Terminal Circle, Room 216
Billings, MT 59105

and notices to Lessee, if sent by certified mail, postage prepaid, addressed to:

BVDS, Inc.
6309 Jellison Road
Billings, MT 59101

or to such other addresses as the parties may designate to each other in writing from time to time.

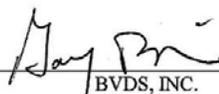
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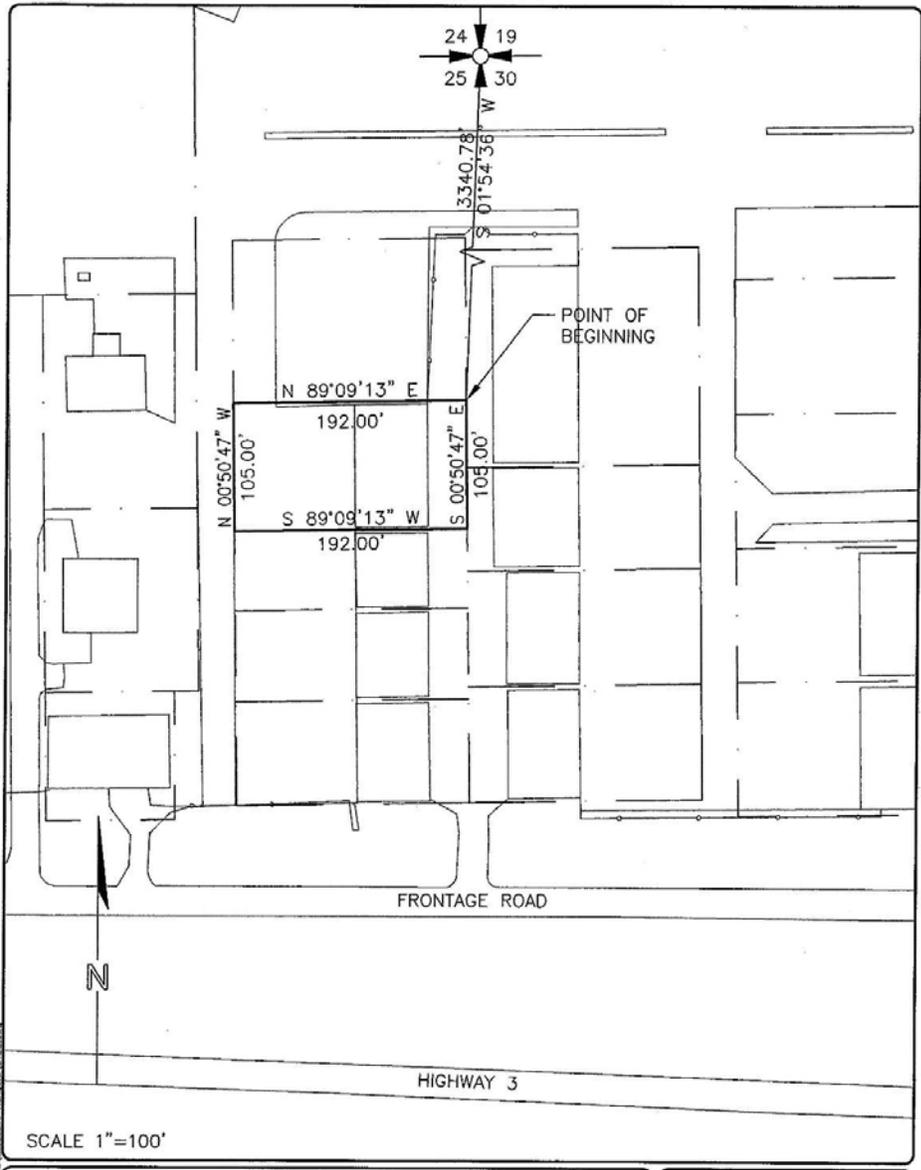
H. Successors and Assigns. All of the terms, covenants and agreements herein contained, or as subsequently amended, shall be binding upon and shall inure to the benefit of successors, assigns and sublessees of the respective parties hereto.

I. Repealer. This Lease supersedes and replaces the terms and conditions of that certain Non-Commercial Aviation Ground Lease dated April 28, 1997 by and between the City of Billings as Lessor, and Rocky Mountain Bancorporation, Inc. as Lessee, and subsequently assigned and transferred from Rocky Mountain Bancorporation, Inc. to BVDS, Inc.

IN WITNESS WHEREOF, the parties hereunto set their hands this ___ day of _____ 20__.

ATTEST: CITY OF BILLINGS
BY _____ BY _____
CITY CLERK MAYOR

APPROVED AS TO FORM
BY _____ BY  BVDS, INC.
CITY ATTORNEY



V:\24471\LEAS\Executive - Morrison\BNGS.dwg

SCALE 1"=100'

BVDS, INC.
LEASE
 AVIATION AND TRANSIT DEPARTMENT—CITY OF BILLINGS

EXHIBIT A 1 of 2

| | | |
|--|--|--|
| | JESSIE, BOB & SUE, LLC 68804th ST SW Billings, MT 59101 Phone: (406) 652-4200 Fax: (406) 652-4201 | Registered Surveyors Professional Engineers |
| | ISSUE DATE: 02/26/06 | |

DESCRIPTION

Main Parcel

Commencing at the Northeast Corner of Section 25, T. 1N., R. 25 E., P.M.M., Yellowstone County, Montana; thence from said point, S 01°54'36" W a distance of 3340.78 feet to the Point of Beginning; thence, S 00°50'47" E a distance of 105.00 feet; thence, S 89°09'13" W a distance of 192.00 feet; thence, N 00°50'47" W a distance of 105.00 feet; thence, N 89°09'13" E a distance of 192.00 feet to the Point of Beginning.

Said Parcel containing 20,160 square feet.

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BVDS, INC.
LEASE
AVIATION AND TRANSIT DEPARTMENT—CITY OF BILLINGS

EXHIBIT A 2 of 2

 **MORRISON
MAIERLE, INC.**
An Equipment Rental Company
314 Via Ste. Bn. Englewood
Suite 100 Englewood, CO 80110
Phone (303) 750-0000
Fax (303) 750-0001

ISSUE DATE: 02/26/08

[\(Back to Consent Agenda\)](#)



AGENDA ITEM:



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
Monday, March 24, 2008

TITLE: Bikes Belong Grant application for Swords Park Trail, Phase 2
DEPARTMENT: Planning and Community Services Department
PRESENTED BY: Darlene Tussing, Alternate Modes Coordinator

PROBLEM/ISSUE STATEMENT: The City of Billings is seeking funding for the continuation of the Swords Park Trail to connect the trail to the east side of Swords Park and the Airport Road underpass that will be constructed as part of the Airport Road Project. During the 2007 CTEP process, \$62,120 was secured for preliminary design and engineering costs. Additional monies of approximately \$502,000 are needed for construction and construction engineering for this 10 ft. wide hard surface section of trail. The City could apply for a CTEP grant of approximately \$435,000 for this trail construction, but CTEP requires a 13.42% match or approximately \$67,000. The Bikes Belong Coalition, which administers the Bikes Belong Grant, is sponsored by members of the American Bicycle Industry and provides grants of up to \$10,000. If awarded, the Bikes Belong Grant could provide a portion of the local match required for a CTEP grant. Staff needs approval by the City Council to submit this grant by the May 26th deadline.

ALTERNATIVES ANALYZED: If the City Council does not approve this grant application, staff would need to seek additional funding sources as well as use the 1999 GO Bond for the local match.

FINANCIAL IMPACT: The Bikes Belong Grant is being written to provide supplemental funding for the Swords Park Trail, Phase 2. The maximum amount that can be applied for is \$10,000, and this amount can be used toward the local match required by CTEP. The 2008 CTEP application request would be for approximately \$435,000.00 and requires a 13.42% local match or \$67,000, so any funding that could be received from the Bikes Belong Grant would help to provide that match. The 1999 GO Bond that was identified for the development of the Swords Park Trail could provide the additional local match for CTEP. There is still approximately \$65,000 available in the GO Bond account that has not been spent or has not been committed to trail related projects.

RECOMMENDATION

Staff recommends that Council approve the submittal of a Bikes Belong Grant for a portion of the Swords Park Trail, Phase 2.

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

ATTACHMENT:

A. Bikes Belong Administrative Information

ADMINISTRATIVE INFORMATION

Organization Information

| | | |
|--|---|--|
| City of Billings, Planning and Community Services Department | | May 26, 2008 Date of Application |
| Trail Facility Type of Proposal (e.g. facility, education, or capacity) | | Swords Park Trail, Phase 2 Name of a Project or Program |
| 4 th Floor, Parmly Library 510 North Broadway Address | | |
| Billings, Montana 59101 City, State, Zip | 406-657-8246 Telephone | 406-657-8327 Fax |
| City Government Type of Corporation (501(c)(3), 501 (c) (4), etc.) | 1882 State of Incorporation, Year Incorporated | 81-6001237 Federal Employer Identification Number (EIN) |

Staff and Board Information

| | | |
|--------------------------------------|--------------------------------------|--|
| Darlene Tussing Contact Person | | Alternative Modes Coordinator Title |
| 406-247-8637 Direct Phone # | | tussingd@ci.billings.mt.us E-mail Address |
| 0 Number of Staff: Full Time Paid | 1 Number of Staff: Part Time Paid | 0 Number of Staff: Volunteer |

Financial Information

| | | |
|---------------------------------|--------------------------------------|---|
| \$10,000 \$ Amount Requested | \$502,000 \$ Total Project Budget | \$231,483,713.00 <i>this amount is the total 2008 budget for the City of Billings; no new funding is budgeted for trail projects.</i> \$ Total Organization Budget |
|---------------------------------|--------------------------------------|---|

Authorization

| | | |
|---------------------------|--|----------------------------------|
| Authorized Signature | | Mayor, City of Billings Title |
| Ron Tussing Print Name | | Date |

[\(Back to Consent Agenda\)](#)

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM
City of Billings, Montana
Monday, March 24, 2008

TITLE: SID 1384 Yellowstone Country Club Resolution of Intent to Create District and Set a Public Hearing
DEPARTMENT: Public Works/Engineering
PRESENTED BY: David D. Mumford, PE, Public Works Director

PROBLEM/ISSUE STATEMENT: The City is undertaking a project to extend sanitary sewer service into Yellowstone Club Estates. Yellowstone Club Estates is currently served by a privately owned and maintained sanitary sewer system and treatment plant. W.O. 07-19, Yellowstone Country Club Sanitary Sewer Extension will extend the existing City sewer main in Rimrock Road to a point in Yellowstone Country Club where it will intercept the private system just prior to entering the treatment plant. This will essentially connect all users of the private system to the City’s main sanitary sewer system, and the treatment plant will subsequently be removed.

As when any property connects to the City’s sewer system, there are sewer construction and sewer system development fees associated with the connection. SID 1384 is proposed to allow all affected property owners in Yellowstone Club Estates the option of paying their respective sewer fees over a 15-year span instead of having to pay for everything up front when the connection is completed as part of W.O. 07-19.

ALTERNATIVES ANALYZED:

- 3. Approve the Resolution of Intent to Create SID 1384 and set a public hearing for April 14, 2008, City Council Meeting; or
- 4. Do not approve the Resolution of Intent to Create SID 1384.

FINANCIAL IMPACT: The costs of the Improvements (fees) are \$1,224,130.81, not including incidental bonding costs. The total costs of the Improvements, including such incidental costs, to be financed by the Bonds and included in SID 1384, are \$1,458,000.00. A breakdown of the assessment to each affected property is shown in Attachment B (SID 1384 Yellowstone Country Club Resolution of Intent), Exhibit D.

RECOMMENDATION

Staff recommends that Council approve the Resolution of Intent to Create SID 1384 and set a public hearing date for April 14, 2008.

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

ATTACHMENTS

- A. Boundary Map of Proposed Special Improvement District 1384
- B. SID 1384 Yellowstone Country Club Resolution of Intent

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the City), hereby certify that the attached resolution is a true copy of Resolution No. _____, entitled: **RESOLUTION RELATING TO SPECIAL IMPROVEMENT DISTRICT NO. 1384; DECLARING IT TO BE THE INTENTION OF THE CITY COUNCIL TO CREATE THE DISTRICT FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SPECIAL IMPROVEMENT DISTRICT BONDS SECURED BY THE CITY'S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND** (the Resolution" was duly adopted by the City Council of the City at a meeting on March 24, 2008, 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 Councilmembers voted in favor thereof: _____;
voted against the same: _____;
or were absent: _____.

WITNESS my hand officially this _____ day of _____, 200____.

Cari Martin City Clerk

RESOLUTION NO. 08-_____

RESOLUTION RELATING TO SPECIAL IMPROVEMENT DISTRICT NO. 1384; DECLARING IT TO BE THE INTENTION OF THE CITY COUNCIL TO CREATE THE DISTRICT FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SPECIAL IMPROVEMENT DISTRICT BONDS SECURED BY THE CITY'S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND

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

Section 1. Proposed Improvements; Intention To Create District. The City proposes to undertake certain local Improvements (the "Improvements") to benefit certain property located in the City. The Improvements consist of the sewer construction and sewer system development fees, as more particularly described in Section 5. The costs of the Improvements, not including bonding or administration fees, are \$1,224,130.81. It is the intention of this Council to create and establish in the City under Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended, a Special Improvement District (the "District") for the purpose of financing costs of the Improvements and paying costs incidental thereto, including costs associated with the sale and the security of Special Improvement District bonds drawn on the District (the "Bonds"), the creation and administration of the District, the funding of a deposit to the City's Special Improvement District Revolving Fund (the "Revolving Fund"). The total estimated costs of the Improvements, including such incidental costs, to be financed by the Bonds are \$1,458,000.00. The Bonds are to be payable primarily from special assessments to be levied against property in the District, which property will be specially benefited by the Improvements.

Section 2. Number of District. The District, if the same shall be created and established, shall be known and designated as Special Improvement District No. 1384 of the City of Billings, Montana.

Section 3. Boundaries of District. The limits and boundaries of the District are depicted on a map attached as Exhibit A hereto (which is hereby incorporated herein and made a part hereof) and more particularly described on Exhibit B hereto (which is hereby incorporated herein and made a part hereof), which boundaries are designated and confirmed as the boundaries of the District. A listing of each of the properties in the District is shown in Exhibit E hereto (which is hereby incorporated herein and made a part hereof).

Section 4. Benefited Property. The District and territory included within the limits and boundaries described in Section 3 and as shown on Exhibits A, B, and E are hereby declared to be the Special Improvement District and the territory which will benefit and be benefited by the Improvements and will be assessed for the costs of the Improvements as described in Section 7.

Section 5. General Character of the Improvements. The general character of the Improvements, as shown in Exhibit E, is the payment of sewer construction and sewer system development fees for the properties within the Yellowstone Club Estates area that are connected to the privately owned and operated Yellowstone Club Estates sanitary sewer system. W.O. 07-19, Yellowstone Country Club Sanitary Sewer Extension, funded solely by the City, will extend the City's sanitary sewer system into Yellowstone Country Club, intercepting the Yellowstone Club system and making it a part of the City's system.

Section 6. Estimated Cost. The Public Works Department and City Engineer's Office has estimated that the costs of the Improvements, including all incidental costs, are \$1,458,000.00.

Section 7. Assessment Methods.

7.1. Property to be Assessed. All properties within the district are to be assessed for the costs of the Improvements, as specified herein. The costs of the Improvements shall be assessed against the property in the District benefiting from the Improvements based on the actual area methods described in Section 7-12-4162, M.C.A., as particularly applied and set forth in this Section 7.

7.1.1 Actual Area. All properties in the District will be assessed for their proportionate share of the costs of the Improvements. All properties in the District shown on Exhibit E will be assessed for the Construction and Systems Development Fees required to hook up to the City's Sanitary Sewer System. The total estimated costs of all assessments is \$1,458,000.00.

The costs of the Improvements shall consist of the full cost of the Improvements assessable against each lot for a total of \$1,458,000.00. The total of \$1,458,000.00 shall be assessed against each lot, tract, or parcel of land in the District for that part of the costs of the Improvements that the actual area of such lot, tract or parcel bears to the total actual area of all lots, tracts, or parcels of land in the District, exclusive of streets, avenues, and alleys. The total actual area of lots to be assessed is 6,272,301 square feet. The costs of the Improvements and the incidental costs to be financed by the Bonds assessable to the District parcels per square foot of actual area shall not exceed a total of \$0.232451. The assessment for each of the parcels for the Improvements is shown on Exhibit D.

7.2. Assessment Methodologies Equitable and Consistent With Benefit. This Council hereby determines that the methods of assessment and the assessment of costs of the specific improvements against the properties benefited thereby as prescribed in this Section 7 are equitable in proportion to and not exceeding the special benefits derived from the respective improvements by the lots, tracts, and parcels to be assessed therefore within the District.

Section 8. Payment of Assessments. The special assessments for the costs of the Improvements shall be payable over a term not exceeding 15 years, each in equal semiannual installments of principal, plus interest, or equal semiannual payments of principal and interest, as this Council shall prescribe in the resolution authorizing the issuance of the Bonds. Property

Owners have the right to prepay assessments as provided by law. Further, all owners shall have the opportunity to prepay their assessments prior to sale of the SID bonds.

Section 9. Method of Financing; Pledge of Revolving Fund; Findings and Determinations. The City will issue the Bonds in an aggregate principal amount not to exceed \$1,458,000.00 in order to finance the costs of the Improvements. Principal of and interest on the Bonds will be paid from special assessments levied against the properties in the District. This Council further finds it is in the public interest, and in the best interest of the City and the District, to secure payment of principal of and interest on the Bonds by the Revolving Fund and hereby authorizes the city to enter into the undertakings and agreements authorized in Section 7-12-4225 in respect of the Bonds.

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

(a) **Estimated Market Value of Parcels.** The estimated market value of the lots, parcels, or tracts in the District as of the date of adoption of this resolution, as estimated, by the County Assessor for property tax purposes ranges from \$80,775.00 to \$3,338,447.00, and is set forth in Exhibit D. The average market value is \$180,690.04 with the median being \$164,767.50. The special assessments to be levied under Section 7 against each lot, parcel, or tract in the District is less than the increase in estimated value of the lot, parcel, or tract as a result of the construction of the Improvements.

(b) **Diversity of Property Ownership.** There are a total of 332 parcels within the district boundaries. Yellowstone Country Club owns the largest parcel, covering 483,821 square feet of the District. All other parcels are owned by individual property owners and have an average size of 17,488 square feet.

(c) **Comparison of Special Assessments and Property Taxes and Market Value.** Based on an analysis of the aggregate amount of the proposed, any outstanding special assessments (whether or not delinquent), and any delinquent property taxes (as well as any known industrial development bonds theretofore issued and secured by a mortgage against a parcel in the District) against each lot, parcel, or tract in the District in comparison to the estimated market value of such lot, parcel, or tract after the Improvements, the City concludes that, overall, the estimated market value of the lots, tracts, or parcels of land in the District exceeds the sum of special assessments, delinquent property taxes, and current assessments and is set forth in Exhibit D.

(d) **Delinquencies.** An analysis of the amount of delinquencies in the payment of outstanding special assessments or property taxes levied against the properties in the District shows that of 332 properties, zero (0) properties were delinquent, and is set forth in Exhibit F.

(e) **The Public Benefit of the Improvements.** The total estimated costs of the Improvements, not including bonding and administration fees, are \$1,224,130.81. The total estimated costs, including all incidental costs, to be financed by the Bonds are

\$1,458,000.00. All costs of the Improvements are to be paid from the Special Improvement District bonds hereinafter described. All of the properties within the District are zoned Residential 9600.

Section 10. Reimbursement Expenditures.

10.01. Regulations. The United States Department of Treasury has promulgated final regulations governing the use of proceeds of tax-exempt bonds, all or a portion of which are to be used to reimburse the City for project expenditures paid by the City prior to the date of issuance of such bonds. Those regulations (Treasury Regulations, Section 1.150-2) (the “Regulations”) require that the City adopt a statement of official intent to reimburse an original expenditure not later than 60 days after payment of the original expenditure. The Regulations also generally require that the bonds be issued and the reimbursement allocation made from the proceeds of the bonds within 18 months (or three years, if the reimbursement bond issue qualifies for the “small issuer” exception from the arbitrage rebate requirement) after the later of (i) the date the expenditure is paid or (ii) the date the project is placed in service or abandoned, but (unless the issue qualifies for the “small issuer” exception from the arbitrage rebate requirement) in no event more than three years after the date the expenditure is paid. The Regulations generally permit reimbursement of capital expenditures and costs of issuance of the bonds.

10.02. Prior Expenditures. Other than (i) expenditures to be paid or reimbursed from sources other than the Bonds, (ii) expenditures permitted to be reimbursed under the transitional provision contained in Section 1.150-2(j)(2) of the Regulations, (iii) expenditures constituting preliminary expenditures within the meaning of Section 1.150-2(f)(2) of the Regulations, or (iv) expenditures in a “de minimus” amount (as defined in Section 1.150-2(f)(1) of the Regulations), no expenditures for the Improvements have been paid by the City before the date 60 days before the date of adoption of this resolution.

10.03. Declaration of Intent. The City reasonably expects to reimburse the expenditures made for costs of the Improvements out of the proceeds of Bonds in an estimated maximum aggregate principal amount of \$1,458,000.00 after the date of payment of all or a portion of the costs of the Improvements. All reimbursed expenditures shall be capital expenditures, a cost of issuance of the Bonds or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Regulations.

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

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

Section 11. Public Hearing Protests. At any time within fifteen (15) days from and after the date of the first publication of the notice of the passage and approval of this resolution, any owner of real property within the District subject to assessment and taxation for the cost and expense of making the Improvements may make and file with the City Clerk until 5:00 p.m., M.T., on the expiration date of said 15-day period (April 11, 2008), written protest against the proposed Improvements, or against the extension or creation of the District or both, and this Council will at its next regular meeting after the expiration of the fifteen (15) days in which such protests in writing can be made and filed, proceed to hear all such protests so made and filed; which said, regular meeting will be held on Monday the 14th day of April, 2008, at 6:30 p.m., in the Council Chambers, at 220 North 27th Street, in Billings, Montana.

Section 12. Notice of Passage of Resolution of Intention. The City Clerk is hereby authorized and directed to publish or cause to be published a copy of a notice of the passage of this resolution in the Billings Times, a newspaper of general circulation in the county on March 27 and April 3, 2008, in the form and manner prescribed by law, and to mail or cause to be mailed a copy of said notice to every person, firm, corporation, or the agent of such person, firm, or corporation having real property within the District listed in his or her name upon the last completed assessment roll for state, county, and school district taxes, at his last-known address, on or before the same day such notice is first published.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, this 24th day of March, 2008.

Mayor

Attest:

City Clerk

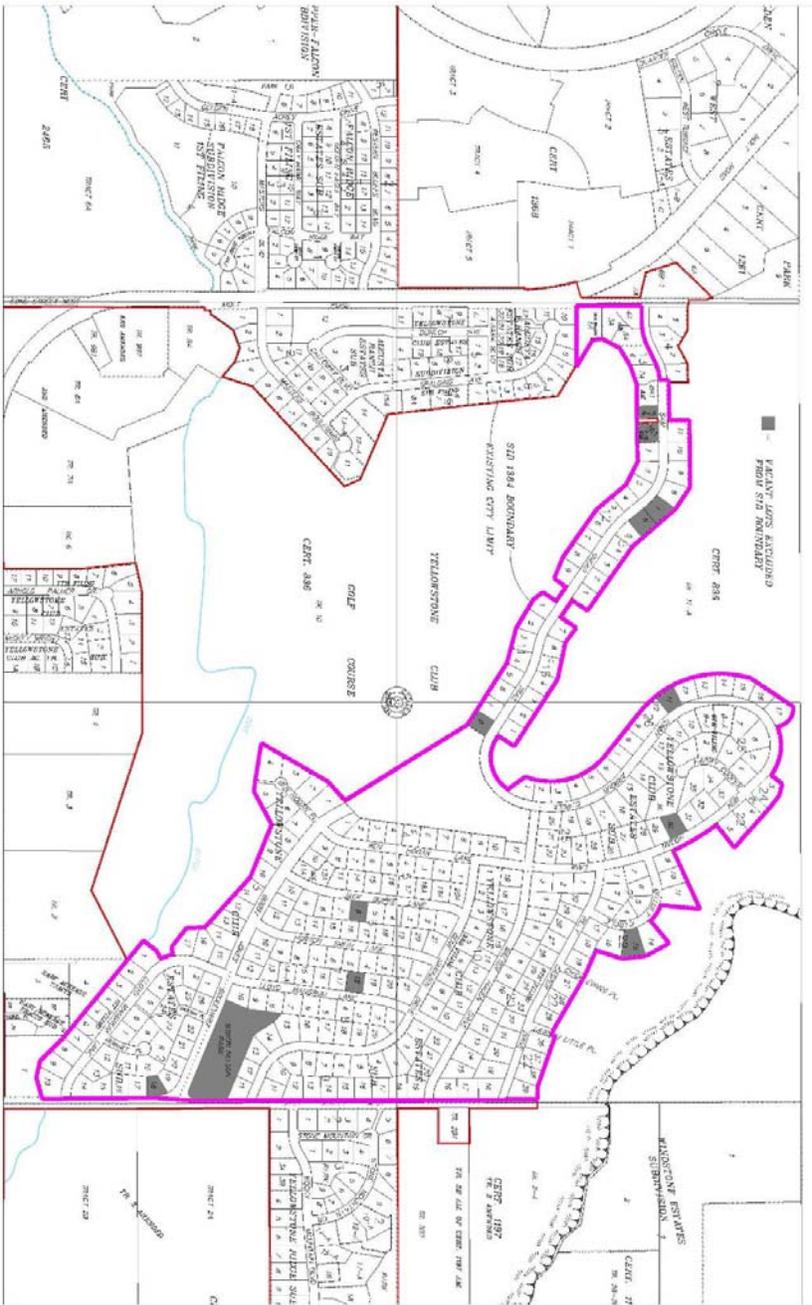


EXHIBIT "A"

EXHIBI

T "B"

SID 1384 YELLOWSTONE CLUB ESTATES AREA Legal Description of Properties to be included

Tracts of land situated in the NE1/4, the SE1/4 and the NW1/4 of Section 30, T. 1 N., R. 25 E., P.M.M., City of Billings, Yellowstone County, Montana, more particularly described as follows:

Block 1, and Lots 1-17 and Lots 19-26, of Block 2, Yellowstone Club Estates, 1st Filing, Recorded August 8, 1960, Under Document No. 646375, Records of Yellowstone County, Montana;

Blocks 3 and 4, Lots 1-10 and Lots 13-17, of Block 5, Lots 1-5 and Lots 7-21, Block 6, Lots 1-13, Lots 16, 17, and 19-21, Block 7, and Block 8, Yellowstone Club Estates, 2nd Filing, Recorded August 8, 1960, Under Document No. 646376, Records of Yellowstone County, Montana;

Lots 11A and 12A, Amended Plat of Lots 11 & 12, Block 5, Yellowstone Club Estates, 2nd Filing, Recorded April 18, 1985, Under Document No. 1347440, Records of Yellowstone County, Montana;

Lots 18A, 19A and 20A, Amended Plat of Lots 18,19 and 20, Block 5, Yellowstone Club Estates, 2nd Filing, Recorded September 10, 1982, Under Document No. 1239812, Records of Yellowstone County, Montana;

Lots 14-A and 15-A, Amended Lots 14 & 15, Block 7, Yellowstone Club Estates, 2nd Filing, Recorded September 6, 1979, Under Document No. 1140959, Records of Yellowstone County, Montana;

Yellowstone Club Estates, 3rd Filing, Recorded August 8, 1960, Under Document No. 646377, Records of Yellowstone County, Montana;

Lots 1-7, Block 11, Block 12, Lot 6, Block 13, Lots 1-5 and 8-11, Block 15, and Block 16, Yellowstone Club Estates, 4th Filing, Recorded August 8, 1960, Under Document No. 646378, Records of Yellowstone County, Montana;

Lots 3-A, 4-A and 5-A, Amended Plat of Lots 3, 4, and 5, Block 13 of Yellowstone Club Estates, 4th Filing, Recorded May 2, 1986, Under Document No. 1391519, Records of Yellowstone County, Montana;

Lots 7-A and 8-A-1, Amended Lots 7 and 8-A, Block 13 of Yellowstone Club Estates, 4th Filing, Recorded May 2, 1986, Under Document No. 1391518, Records of Yellowstone County, Montana;

Lot 1A, Amended Plat of Lots 1 and 2, Block 13 and Portions of Vacated Spalding Avenue, Yellowstone Club Estates, 5th Filing, Recorded October 27, 2004, Under Document No. 3309614, Records of Yellowstone County, Montana;

Blocks 20 and 21, Lots 4, 5, 9-11, 14, 16-19, 27-29 and 36-39, Block 22, Lot 3, Block 24, Lots 1-7, 10-29, and 31-36, Block 25 and Lots 1-10, and 12-17, Block 26, Yellowstone Club Estates, 6th Filing, Recorded September 10, 1965, Under Document No. 762216, Records of Yellowstone County, Montana; Lots 8-A and 9-A, Amended Lot 8 and Lot 9, Block 25, Yellowstone Club Estates, 6th Filing, Recorded June 2, 2005, Under Document No. 3335181, Records of Yellowstone County, Montana; A portion of land within Tract 10, Certificate of Survey 836, Recorded April 4, 1960, Under Document No. 639577, Records of Yellowstone County, Montana, more particularly described as follows: Beginning at the NW corner of Lot 1, Block 3, of Yellowstone Club Estates 2nd Filing; Thence N 46° 00'00" E for a distance of 144.59 feet; Thence N 07° 00' 00" E for a distance of 960.00 feet; Thence S 83° 00'00" E for a distance of 20.00 feet; Thence N 07° 00'00" E for a distance of 135.00 feet, to a point on the south Right-of-Way line of Walter Hagen Drive; Thence N 83° 00'00" W for a distance of 224.50 feet to a point on the east Right-of-Way line of Sam Snead Trail; Thence S 07° 00'00" W for a distance of 19.15 feet; Thence on a curve to the right with a radius of 310.00 feet and a distance of 210.65 feet (chord bearing S 26° 28' 00" W and a chord distance of 206.62 feet); Thence S 45° 56' 00" W for a distance of 45.01 feet; Thence on a curve to the right with a radius of 310.00 feet and a distance of 411.20 feet (chord bearing S 83° 56' 00" W and a chord distance of 381.71 feet); Thence N 58° 04' 00" W for a distance of 39.42 feet; Thence S 31° 56' 00" W for a distance of 125.00 feet to the SE corner of Lot 8, Block 11 of Yellowstone Club Estates 4th Filing; Thence S 33° 54' 27" E for a distance of 1025.93 feet to the Point of Beginning.

EXHIBIT C
SID 1384
YELLOWSTONE COUNTRY CLUB
SEWER CONNECTIONS

PROJECT DESCRIPTION

Special Improvement District No. 1384 shall encompass the Construction and System Development Fees for all properties within Yellowstone Country Club that will be connected to the City of Billings sanitary sewer system by means of W.O. 07-19, Yellowstone Country Club Sanitary Sewer Extension.

EXHIBIT D
SID 1384
YELLOWSTONE COUNTRY CLUB

Sewer Connection Fees

| TAX I.D. NUMBER | PREVIOUS SID # | PREVIOUS SID PAY-OFF | DELINQUENT | SID 1384 ASSESSMENT | SID PAY-OFF + DELINQUENT + SID 1384 ASSESSMENT | ESTIMATED MARKET VALUE | ESTIMATED MARKET VALUE AFTER IMPROVEMENTS |
|-----------------|----------------|----------------------|------------|---------------------|--|------------------------|---|
| C03212 | | | | \$4,037.43 | \$4,037.43 | \$133,552.00 | \$137,589.43 |
| C03213 | | | | \$3,621.12 | \$3,621.12 | \$167,302.00 | \$170,923.12 |
| C03214 | | | | \$3,703.64 | \$3,703.64 | \$174,716.00 | \$178,419.64 |
| C03215 | | | | \$3,841.01 | \$3,841.01 | \$124,094.00 | \$127,935.01 |
| C03216 | | | | \$3,802.66 | \$3,802.66 | \$144,645.00 | \$148,447.66 |
| C03217 | | | | \$3,928.18 | \$3,928.18 | \$121,108.00 | \$125,036.18 |
| C03218 | | | | \$4,053.94 | \$4,053.94 | \$112,589.00 | \$116,642.94 |
| C03219 | | | | \$4,385.18 | \$4,385.18 | \$150,895.00 | \$155,280.18 |
| C03220 | | | | \$5,276.16 | \$5,276.16 | \$116,520.00 | \$121,796.16 |
| C03221 | | | | \$5,800.80 | \$5,800.80 | \$147,223.00 | \$153,023.80 |
| C03222 | | | | \$3,626.23 | \$3,626.23 | \$80,775.00 | \$84,401.23 |
| C03223 | | | | \$3,544.64 | \$3,544.64 | \$163,793.00 | \$167,337.64 |
| C03224 | | | | \$3,634.36 | \$3,634.36 | \$114,629.00 | \$118,263.36 |
| C03225 | | | | \$3,660.63 | \$3,660.63 | \$113,493.00 | \$117,153.63 |
| C03226 | | | | \$3,643.66 | \$3,643.66 | \$122,634.00 | \$126,277.66 |
| C03227 | | | | \$3,643.66 | \$3,643.66 | \$133,376.00 | \$137,019.66 |
| C03228 | | | | \$3,847.29 | \$3,847.29 | \$149,428.00 | \$153,275.29 |
| C03229 | | | | \$5,007.45 | \$5,007.45 | \$119,953.00 | \$124,960.45 |
| C03230 | | | | \$5,089.97 | \$5,089.97 | \$169,631.00 | \$174,720.97 |
| C03231 | | | | \$4,916.33 | \$4,916.33 | \$135,340.00 | \$140,256.33 |
| C03232 | | | | \$4,285.23 | \$4,285.23 | \$160,892.00 | \$165,177.23 |
| C03233 | | | | \$4,119.02 | \$4,119.02 | \$157,064.00 | \$161,183.02 |
| C03234 | | | | \$3,634.36 | \$3,634.36 | \$98,993.00 | \$102,627.36 |
| C03235 | | | | \$4,232.00 | \$4,232.00 | \$138,953.00 | \$143,185.00 |
| C03236 | | | | \$3,634.36 | \$3,634.36 | \$116,679.00 | \$120,313.36 |
| C03237 | | | | \$3,932.37 | \$3,932.37 | \$116,671.00 | \$120,603.37 |
| C03238 | | | | \$3,772.21 | \$3,772.21 | \$128,453.00 | \$132,225.21 |
| C03240 | | | | \$3,596.01 | \$3,596.01 | \$163,526.00 | \$167,122.01 |
| C03241 | | | | \$3,486.76 | \$3,486.76 | \$125,262.00 | \$128,748.76 |
| C03242 | | | | \$3,486.76 | \$3,486.76 | \$160,913.00 | \$164,399.76 |
| C03243 | | | | \$3,755.24 | \$3,755.24 | \$184,253.00 | \$188,008.24 |
| C03244 | | | | \$4,878.44 | \$4,878.44 | \$144,096.00 | \$148,974.44 |
| C03245 | | | | \$3,907.49 | \$3,907.49 | \$147,171.00 | \$151,078.49 |
| C03246 | | | | \$3,793.36 | \$3,793.36 | \$116,688.00 | \$120,481.36 |
| C03247 | | | | \$3,626.23 | \$3,626.23 | \$127,521.00 | \$131,147.23 |
| C03248 | | | | \$5,833.11 | \$5,833.11 | \$271,543.00 | \$277,376.11 |

| TAX I.D. NUMBER | PREVIOUS SID # | PREVIOUS SID PAY-OFF DELINQUENT | SID 1384 ASSESSMENT | SID PAY-OFF + DELINQUENT + SID 1384 ASSESSMENT | ESTIMATED MARKET VALUE | ESTIMATED MARKET VALUE AFTER IMPROVEMENTS |
|-----------------|----------------|---------------------------------|---------------------|--|------------------------|---|
| C03249 | | | \$5,781.28 | \$5,781.28 | \$147,999.00 | \$153,780.28 |
| C03250 | | | \$5,353.34 | \$5,353.34 | \$209,263.00 | \$214,616.34 |
| C03251 | | | \$6,573.01 | \$6,573.01 | \$278,063.00 | \$284,636.01 |
| C03252 | | | \$5,076.02 | \$5,076.02 | \$140,359.00 | \$145,435.02 |
| C03253 | | | \$5,667.61 | \$5,667.61 | \$169,634.00 | \$175,301.61 |
| C03254 | | | \$4,263.61 | \$4,263.61 | \$184,053.00 | \$188,316.61 |
| C03255 | | | \$4,556.03 | \$4,556.03 | \$204,634.00 | \$209,190.03 |
| C03256 | | | \$4,049.99 | \$4,049.99 | \$144,724.00 | \$148,773.99 |
| C03257 | | | \$3,660.86 | \$3,660.86 | \$282,231.00 | \$285,891.86 |
| C03258 | | | \$3,672.72 | \$3,672.72 | \$145,411.00 | \$149,083.72 |
| C03259 | | | \$4,185.97 | \$4,185.97 | \$184,999.00 | \$189,184.97 |
| C03260 | | | \$4,298.94 | \$4,298.94 | \$174,488.00 | \$178,786.94 |
| C03261 | | | \$5,165.28 | \$5,165.28 | \$169,747.00 | \$174,912.28 |
| C03262 | | | \$3,684.57 | \$3,684.57 | \$153,654.00 | \$157,338.57 |
| C03263 | | | \$4,744.32 | \$4,744.32 | \$149,866.00 | \$154,610.32 |
| C03264 | | | \$4,863.80 | \$4,863.80 | \$258,905.00 | \$263,768.80 |
| C03265 | | | \$3,856.82 | \$3,856.82 | \$207,455.00 | \$211,311.82 |
| C03266 | | | \$3,544.17 | \$3,544.17 | \$131,119.00 | \$134,663.17 |
| C03267 | | | \$3,514.65 | \$3,514.65 | \$170,920.00 | \$174,434.65 |
| C03268 | | | \$3,514.65 | \$3,514.65 | \$155,306.00 | \$158,820.65 |
| C03269 | | | \$3,514.65 | \$3,514.65 | \$166,401.00 | \$169,915.65 |
| C03270 | | | \$3,514.65 | \$3,514.65 | \$179,088.00 | \$182,602.65 |
| C03271 | | | \$3,514.65 | \$3,514.65 | \$172,478.00 | \$175,992.65 |
| C03272 | | | \$3,514.65 | \$3,514.65 | \$173,129.00 | \$176,643.65 |
| C03273 | | | \$3,514.65 | \$3,514.65 | \$149,820.00 | \$153,334.65 |
| C03274 | | | \$3,514.65 | \$3,514.65 | \$149,105.00 | \$152,619.65 |
| C03275 | | | \$3,608.80 | \$3,608.80 | \$176,502.00 | \$180,110.80 |
| C03276 | | | \$3,765.70 | \$3,765.70 | \$180,985.00 | \$184,750.70 |
| C03276A | | | \$3,514.65 | \$3,514.65 | \$167,883.00 | \$171,397.65 |
| C03276B | | | \$3,514.65 | \$3,514.65 | \$199,373.00 | \$202,887.65 |
| C03277 | | | \$3,514.65 | \$3,514.65 | \$144,342.00 | \$147,856.65 |
| C03277A | | | \$3,514.65 | \$3,514.65 | \$130,905.00 | \$134,419.65 |
| C03277B | | | \$3,514.65 | \$3,514.65 | \$150,684.00 | \$154,198.65 |
| C03278 | | | \$3,514.65 | \$3,514.65 | \$133,385.00 | \$136,899.65 |
| C03278A | | | \$3,739.20 | \$3,739.20 | \$236,637.00 | \$240,376.20 |
| C03278B | | | \$3,491.18 | \$3,491.18 | \$153,472.00 | \$156,963.18 |
| C03279 | | | \$3,494.43 | \$3,494.43 | \$174,883.00 | \$178,377.43 |
| C03279A | | | \$3,494.43 | \$3,494.43 | \$135,505.00 | \$138,999.43 |
| C03279B | | | \$3,731.53 | \$3,731.53 | \$168,391.00 | \$172,122.53 |
| C03280 | | | \$3,502.33 | \$3,502.33 | \$210,405.00 | \$213,907.33 |
| C03280A | | | \$3,514.65 | \$3,514.65 | \$124,248.00 | \$127,762.65 |
| C03280B | | | \$3,514.65 | \$3,514.65 | \$129,952.00 | \$133,466.65 |
| C03280C | | | \$3,514.65 | \$3,514.65 | \$143,662.00 | \$147,176.65 |
| C03281 | | | \$3,514.65 | \$3,514.65 | \$172,754.00 | \$176,268.65 |
| C03281A | | | \$3,357.75 | \$3,357.75 | \$218,341.00 | \$221,698.75 |
| C03281B | | | \$3,530.69 | \$3,530.69 | \$168,382.00 | \$171,912.69 |
| C03281C | | | \$3,712.70 | \$3,712.70 | \$137,362.00 | \$141,074.70 |

| TAX ID NUMBER | PREVIOUS SID # | PREVIOUS SID PAY-OFF | DELINQUENT | SID 1384 ASSESSMENT | SID PAY-OFF + DELINQUENT + SID 1384 ASSESSMENT | ESTIMATED MARKET VALUE | ESTIMATED MARKET VALUE AFTER IMPROVEMENTS |
|---------------|----------------|----------------------|------------|---------------------|--|------------------------|---|
| C03282 | | | | \$4,374.72 | \$4,374.72 | \$152,283.00 | \$156,657.72 |
| C03282A | | | | \$3,608.80 | \$3,608.80 | \$142,041.00 | \$145,649.80 |
| C03282B | | | | \$3,608.80 | \$3,608.80 | \$157,808.00 | \$161,416.80 |
| C03283 | | | | \$3,608.80 | \$3,608.80 | \$156,942.00 | \$160,550.80 |
| C03283A | | | | \$3,608.80 | \$3,608.80 | \$145,379.00 | \$148,987.80 |
| C03284 | | | | \$2,531.39 | \$2,531.39 | \$110,869.00 | \$113,400.39 |
| C03284A | | | | \$3,536.27 | \$3,536.27 | \$142,294.00 | \$145,830.27 |
| C03284B | | | | \$3,828.93 | \$3,828.93 | \$178,185.00 | \$182,013.93 |
| C03285 | | | | \$3,680.39 | \$3,680.39 | \$176,962.00 | \$180,642.39 |
| C03285A | | | | \$3,702.94 | \$3,702.94 | \$127,945.00 | \$131,647.94 |
| C03285B | | | | \$3,766.16 | \$3,766.16 | \$132,294.00 | \$136,060.16 |
| C03286 | | | | \$4,155.75 | \$4,155.75 | \$143,319.00 | \$147,474.75 |
| C03286A | | | | \$3,608.80 | \$3,608.80 | \$127,706.00 | \$131,314.80 |
| C03286B | | | | \$3,608.80 | \$3,608.80 | \$207,406.00 | \$211,014.80 |
| C03287 | | | | \$3,608.80 | \$3,608.80 | \$148,313.00 | \$151,921.80 |
| C03287A | | | | \$3,608.80 | \$3,608.80 | \$141,349.00 | \$144,957.80 |
| C03287B | | | | \$3,608.80 | \$3,608.80 | \$143,943.00 | \$147,551.80 |
| C03288 | | | | \$3,760.59 | \$3,760.59 | \$154,104.00 | \$157,864.59 |
| C03288A | | | | \$3,740.83 | \$3,740.83 | \$135,311.00 | \$139,051.83 |
| C03288B | | | | \$4,143.43 | \$4,143.43 | \$200,681.00 | \$204,824.43 |
| C03289 | | | | \$4,067.19 | \$4,067.19 | \$222,116.00 | \$226,183.19 |
| C03290 | | | | \$3,509.54 | \$3,509.54 | \$152,977.00 | \$156,486.54 |
| C03290A | | | | \$3,514.65 | \$3,514.65 | \$124,316.00 | \$127,830.65 |
| C03290B | | | | \$3,514.65 | \$3,514.65 | \$195,850.00 | \$199,364.65 |
| C03291 | | | | \$3,514.65 | \$3,514.65 | \$140,993.00 | \$144,507.65 |
| C03291A | | | | \$3,514.65 | \$3,514.65 | \$133,997.00 | \$137,511.65 |
| C03291B | | | | \$3,514.65 | \$3,514.65 | \$117,784.00 | \$121,298.65 |
| C03292 | | | | \$3,514.65 | \$3,514.65 | \$145,113.00 | \$148,627.65 |
| C03292A | | | | \$3,718.28 | \$3,718.28 | \$181,280.00 | \$184,998.28 |
| C03292B | | | | \$3,573.23 | \$3,573.23 | \$109,328.00 | \$112,901.23 |
| C03293 | | | | \$3,719.21 | \$3,719.21 | \$103,901.00 | \$107,620.21 |
| C03293A | | | | \$3,804.29 | \$3,804.29 | \$106,310.00 | \$110,114.29 |
| C03294 | | | | \$4,155.75 | \$4,155.75 | \$169,761.00 | \$173,916.75 |
| C03295 | | | | \$3,658.77 | \$3,658.77 | \$157,726.00 | \$161,384.77 |
| C03296 | | | | \$3,370.53 | \$3,370.53 | \$159,367.00 | \$162,737.53 |
| C03297 | | | | \$3,514.65 | \$3,514.65 | \$224,441.00 | \$227,955.65 |
| C03298 | | | | \$3,514.65 | \$3,514.65 | \$152,827.00 | \$156,341.65 |
| C03300 | | | | \$3,516.05 | \$3,516.05 | \$173,005.00 | \$176,521.05 |
| C03301 | | | | \$3,594.62 | \$3,594.62 | \$229,109.00 | \$232,703.62 |
| C03302 | | | | \$4,583.69 | \$4,583.69 | \$283,784.00 | \$288,367.69 |
| C03303 | | | | \$3,683.64 | \$3,683.64 | \$148,723.00 | \$152,406.64 |
| C03304 | | | | \$3,506.75 | \$3,506.75 | \$126,710.00 | \$130,216.75 |
| C03305 | | | | \$3,677.37 | \$3,677.37 | \$217,870.00 | \$221,547.37 |
| C03306 | | | | \$3,677.37 | \$3,677.37 | \$146,870.00 | \$150,547.37 |
| C03307 | | | | \$3,677.37 | \$3,677.37 | \$187,917.00 | \$191,594.37 |
| C03308 | | | | \$3,677.37 | \$3,677.37 | \$151,347.00 | \$155,024.37 |
| C03309 | | | | \$3,677.37 | \$3,677.37 | \$216,698.00 | \$220,375.37 |

| TAX I.D. NUMBER | PREVIOUS SID # | PREVIOUS SID PAY-OFF DELINQUENT | SID 1384 ASSESSMENT | SID PAY-OFF + DELINQUENT + SID 1384 ASSESSMENT | ESTIMATED MARKET VALUE | ESTIMATED MARKET VALUE AFTER IMPROVEMENTS |
|-----------------|----------------|---------------------------------|---------------------|--|------------------------|---|
| C03310 | | | \$3,677.37 | \$3,677.37 | \$197,838.00 | \$201,515.37 |
| C03311 | | | \$3,808.70 | \$3,808.70 | \$297,766.00 | \$301,574.70 |
| C03312 | | | \$4,015.58 | \$4,015.58 | \$161,915.00 | \$165,930.58 |
| C03313 | | | \$3,752.22 | \$3,752.22 | \$116,066.00 | \$119,818.22 |
| C03314 | | | \$3,564.16 | \$3,564.16 | \$135,358.00 | \$138,922.16 |
| C03315 | | | \$4,064.40 | \$4,064.40 | \$98,667.00 | \$102,731.40 |
| C03316 | | | \$4,840.78 | \$4,840.78 | \$165,801.00 | \$170,641.78 |
| C03317 | | | \$5,835.90 | \$5,835.90 | \$197,454.00 | \$203,289.90 |
| C03318 | | | \$4,887.27 | \$4,887.27 | \$181,214.00 | \$186,101.27 |
| C03319 | | | \$4,264.54 | \$4,264.54 | \$169,896.00 | \$174,160.54 |
| C03320 | | | \$4,166.21 | \$4,166.21 | \$129,413.00 | \$133,579.21 |
| C03321 | | | \$4,038.60 | \$4,038.60 | \$176,481.00 | \$180,519.60 |
| C03322 | | | \$3,989.08 | \$3,989.08 | \$185,344.00 | \$189,333.08 |
| C03323 | | | \$3,857.28 | \$3,857.28 | \$166,422.00 | \$170,279.28 |
| C03323A | | | \$4,318.00 | \$4,318.00 | \$244,285.00 | \$248,603.00 |
| C03324 | | | \$5,603.69 | \$5,603.69 | \$196,379.00 | \$201,982.69 |
| C03325 | | | \$4,638.78 | \$4,638.78 | \$150,307.00 | \$154,945.78 |
| C03326 | | | \$4,233.39 | \$4,233.39 | \$140,246.00 | \$144,479.39 |
| C03327 | | | \$3,944.69 | \$3,944.69 | \$205,012.00 | \$208,956.69 |
| C03328 | | | \$4,184.34 | \$4,184.34 | \$126,350.00 | \$130,534.34 |
| C03329 | | | \$3,874.49 | \$3,874.49 | \$144,965.00 | \$148,839.49 |
| C03330 | | | \$4,044.64 | \$4,044.64 | \$160,186.00 | \$164,230.64 |
| C03331 | | | \$3,542.55 | \$3,542.55 | \$166,383.00 | \$169,925.55 |
| C03331A | | | \$3,800.57 | \$3,800.57 | \$142,584.00 | \$146,384.57 |
| C03331B | | | \$3,809.40 | \$3,809.40 | \$181,861.00 | \$185,670.40 |
| C03332 | | | \$3,645.75 | \$3,645.75 | \$140,418.00 | \$144,063.75 |
| C03332A | | | \$3,514.65 | \$3,514.65 | \$175,634.00 | \$179,148.65 |
| C03332B | | | \$3,514.65 | \$3,514.65 | \$155,401.00 | \$158,915.65 |
| C03333 | | | \$3,514.65 | \$3,514.65 | \$186,240.00 | \$189,754.65 |
| C03333A | | | \$3,514.65 | \$3,514.65 | \$240,882.00 | \$244,396.65 |
| C03334 | | | \$3,917.49 | \$3,917.49 | \$166,130.00 | \$170,047.49 |
| C03335 | | | \$3,823.58 | \$3,823.58 | \$176,887.00 | \$180,710.58 |
| C03336 | | | \$3,500.71 | \$3,500.71 | \$222,036.00 | \$225,536.71 |
| C03337 | | | \$3,514.65 | \$3,514.65 | \$123,157.00 | \$126,671.65 |
| C03338 | | | \$3,577.41 | \$3,577.41 | \$195,239.00 | \$198,816.41 |
| C03339 | | | \$4,044.64 | \$4,044.64 | \$205,540.00 | \$209,584.64 |
| C03340 | | | \$3,908.42 | \$3,908.42 | \$209,421.00 | \$213,329.42 |
| C03340A | | | \$4,269.65 | \$4,269.65 | \$126,363.00 | \$130,632.65 |
| C03340B | | | \$3,874.72 | \$3,874.72 | \$146,418.00 | \$150,292.72 |
| C03340C | | | \$3,793.59 | \$3,793.59 | \$189,552.00 | \$193,345.59 |
| C03341 | | | \$3,765.70 | \$3,765.70 | \$168,238.00 | \$172,003.70 |
| C03341A | | | \$3,765.70 | \$3,765.70 | \$167,079.00 | \$170,844.70 |
| C03341B | | | \$3,765.70 | \$3,765.70 | \$130,350.00 | \$134,115.70 |
| C03342 | | | \$3,765.70 | \$3,765.70 | \$166,818.00 | \$170,583.70 |
| C03343 | | | \$3,609.49 | \$3,609.49 | \$150,651.00 | \$154,260.49 |
| C03343A | | | \$3,514.65 | \$3,514.65 | \$123,122.00 | \$126,636.65 |
| C03344 | | | \$3,514.65 | \$3,514.65 | \$160,073.00 | \$163,587.65 |

| TAX I.D. NUMBER | PREVIOUS SID # | PREVIOUS SID PAY-OFF DELINQUENT | SID 1384 ASSESSMENT | SID PAY-OFF + DELINQUENT + SID 1384 ASSESSMENT | ESTIMATED MARKET VALUE | ESTIMATED MARKET VALUE AFTER IMPROVEMENTS |
|-----------------|----------------|---------------------------------|---------------------|--|------------------------|---|
| C03345 | | | \$3,514.65 | \$3,514.65 | \$214,750.00 | \$218,264.65 |
| C03345A | | | \$3,514.65 | \$3,514.65 | \$183,887.00 | \$187,401.65 |
| C03345B | | | \$3,514.65 | \$3,514.65 | \$157,662.00 | \$161,176.65 |
| C03346 | | | \$3,494.66 | \$3,494.66 | \$174,168.00 | \$177,662.66 |
| C03346A | | | \$3,508.38 | \$3,508.38 | \$160,443.00 | \$163,951.38 |
| C03346B | | | \$3,504.89 | \$3,504.89 | \$147,441.00 | \$150,945.89 |
| C03347 | | | \$3,608.80 | \$3,608.80 | \$160,540.00 | \$164,148.80 |
| C03348 | | | \$3,690.15 | \$3,690.15 | \$156,233.00 | \$159,923.15 |
| C03349 | | | \$3,820.33 | \$3,820.33 | \$161,297.00 | \$165,117.33 |
| C03350 | | | \$3,812.19 | \$3,812.19 | \$180,975.00 | \$184,787.19 |
| C03350A | | | \$3,503.73 | \$3,503.73 | \$160,403.00 | \$163,906.73 |
| C03351 | | | \$3,497.92 | \$3,497.92 | \$157,253.00 | \$160,750.92 |
| C03352 | | | \$3,632.04 | \$3,632.04 | \$178,203.00 | \$181,835.04 |
| C03353 | | | \$3,632.04 | \$3,632.04 | \$227,233.00 | \$230,865.04 |
| C03355 | | | \$3,632.04 | \$3,632.04 | \$246,022.00 | \$249,654.04 |
| C03356 | | | \$3,610.42 | \$3,610.42 | \$128,252.00 | \$131,862.42 |
| C03357 | | | \$3,723.86 | \$3,723.86 | \$155,452.00 | \$159,175.86 |
| C03358 | | | \$3,486.76 | \$3,486.76 | \$166,501.00 | \$169,987.76 |
| C03359 | | | \$3,582.06 | \$3,582.06 | \$174,858.00 | \$178,440.06 |
| C03360 | | | \$3,582.99 | \$3,582.99 | \$164,992.00 | \$168,574.99 |
| C03361 | | | \$3,632.04 | \$3,632.04 | \$197,479.00 | \$201,111.04 |
| C03362 | | | \$3,632.04 | \$3,632.04 | \$211,990.00 | \$215,622.04 |
| C03363 | | | \$3,579.74 | \$3,579.74 | \$155,646.00 | \$159,225.74 |
| C03364 | | | \$9,551.63 | \$9,551.63 | \$284,747.00 | \$294,298.63 |
| C03367 | | | \$4,004.66 | \$4,004.66 | \$178,200.00 | \$182,204.66 |
| C11621 | | | \$2,743.85 | \$2,743.85 | \$173,915.00 | \$176,658.85 |
| C11622 | | | \$2,743.85 | \$2,743.85 | \$182,252.00 | \$184,995.85 |
| C11623 | | | \$2,743.85 | \$2,743.85 | \$165,984.00 | \$168,727.85 |
| C11624 | | | \$2,743.85 | \$2,743.85 | \$170,720.00 | \$173,463.85 |
| C11625 | | | \$2,743.85 | \$2,743.85 | \$175,874.00 | \$178,617.85 |
| C11626 | | | \$2,743.85 | \$2,743.85 | \$164,707.00 | \$167,450.85 |
| C11627 | | | \$2,743.85 | \$2,743.85 | \$177,076.00 | \$179,819.85 |
| C11628 | | | \$2,743.85 | \$2,743.85 | \$172,552.00 | \$175,295.85 |
| C03374 | | | \$3,632.04 | \$3,632.04 | \$178,463.00 | \$182,095.04 |
| C03374A | | | \$3,632.04 | \$3,632.04 | \$131,494.00 | \$135,126.04 |
| C03374B | | | \$3,632.04 | \$3,632.04 | \$155,542.00 | \$159,174.04 |
| C03374C | | | \$3,680.62 | \$3,680.62 | \$163,247.00 | \$166,927.62 |
| C03375 | | | \$3,655.05 | \$3,655.05 | \$120,743.00 | \$124,398.05 |
| C03377A | | | \$4,614.61 | \$4,614.61 | \$178,043.00 | \$182,657.61 |
| C03377B | | | \$4,350.78 | \$4,350.78 | \$299,716.00 | \$304,066.78 |
| C03377C | | | \$3,777.32 | \$3,777.32 | \$149,041.00 | \$152,818.32 |
| C03377D | | | \$3,777.32 | \$3,777.32 | \$164,828.00 | \$168,605.32 |
| C03378 | | | \$3,632.04 | \$3,632.04 | \$168,985.00 | \$172,617.04 |
| C03379 | | | \$3,632.04 | \$3,632.04 | \$109,490.00 | \$113,122.04 |
| C03380 | | | \$3,632.04 | \$3,632.04 | \$137,633.00 | \$141,265.04 |
| C03381 | | | \$3,708.75 | \$3,708.75 | \$178,810.00 | \$182,518.75 |
| C03381A | | | \$3,708.75 | \$3,708.75 | \$153,980.00 | \$157,688.75 |

| TAX I.D. NUMBER | PREVIOUS SID # | PREVIOUS SID PAY-OFF | DELINQUENT | SID 1384 ASSESSMENT | SID PAY-OFF + DELINQUENT + SID 1384 ASSESSMENT | ESTIMATED MARKET VALUE | ESTIMATED MARKET VALUE AFTER IMPROVEMENTS |
|-----------------|----------------|----------------------|------------|---------------------|--|------------------------|---|
| C03382 | | | | \$3,506.52 | \$3,506.52 | \$174,025.00 | \$177,531.52 |
| C03383 | | | | \$3,506.52 | \$3,506.52 | \$128,589.00 | \$132,095.52 |
| C05693 | | | | \$4,400.29 | \$4,400.29 | \$244,832.00 | \$249,232.29 |
| C05694 | | | | \$3,931.67 | \$3,931.67 | \$166,967.00 | \$170,898.67 |
| C05695 | | | | \$4,247.10 | \$4,247.10 | \$190,352.00 | \$194,599.10 |
| C05696 | | | | \$5,151.10 | \$5,151.10 | \$161,963.00 | \$167,114.10 |
| C05697 | | | | \$4,816.38 | \$4,816.38 | \$166,295.00 | \$171,111.38 |
| C05698 | | | | \$4,291.97 | \$4,291.97 | \$137,670.00 | \$141,961.97 |
| C05699 | | | | \$3,821.72 | \$3,821.72 | \$105,177.00 | \$108,998.72 |
| C05700 | | | | \$3,889.83 | \$3,889.83 | \$139,192.00 | \$143,081.83 |
| C05701 | | | | \$3,889.83 | \$3,889.83 | \$138,765.00 | \$142,654.83 |
| C05702 | | | | \$4,175.97 | \$4,175.97 | \$196,963.00 | \$201,138.97 |
| C05703 | | | | \$4,409.82 | \$4,409.82 | \$169,305.00 | \$173,714.82 |
| C05704 | | | | \$4,445.85 | \$4,445.85 | \$111,826.00 | \$116,271.85 |
| C05705 | | | | \$4,765.24 | \$4,765.24 | \$157,251.00 | \$162,016.24 |
| C05706 | | | | \$4,657.84 | \$4,657.84 | \$133,832.00 | \$138,489.84 |
| C05707 | | | | \$4,964.91 | \$4,964.91 | \$151,477.00 | \$156,441.91 |
| C05708 | | | | \$4,450.96 | \$4,450.96 | \$249,454.00 | \$253,904.96 |
| C05709 | | | | \$4,079.51 | \$4,079.51 | \$116,713.00 | \$120,792.51 |
| C05710 | | | | \$4,459.10 | \$4,459.10 | \$155,279.00 | \$159,738.10 |
| C05711 | | | | \$5,403.31 | \$5,403.31 | \$184,000.00 | \$189,403.31 |
| C05712 | | | | \$4,835.67 | \$4,835.67 | \$179,460.00 | \$184,295.67 |
| C05713 | | | | \$4,142.73 | \$4,142.73 | \$159,266.00 | \$163,408.73 |
| C05714 | | | | \$3,897.50 | \$3,897.50 | \$182,300.00 | \$186,197.50 |
| C05715 | | | | \$4,206.89 | \$4,206.89 | \$173,617.00 | \$177,823.89 |
| C05716 | | | | \$3,889.83 | \$3,889.83 | \$149,542.00 | \$153,431.83 |
| C05717 | | | | \$3,889.83 | \$3,889.83 | \$108,387.00 | \$112,276.83 |
| C05718 | | | | \$3,889.83 | \$3,889.83 | \$184,467.00 | \$188,356.83 |
| C05719 | | | | \$3,889.83 | \$3,889.83 | \$172,934.00 | \$176,823.83 |
| C05720 | | | | \$3,889.83 | \$3,889.83 | \$230,566.00 | \$234,455.83 |
| C05721 | | | | \$3,698.99 | \$3,698.99 | \$175,673.00 | \$179,371.99 |
| C05722 | | | | \$3,731.99 | \$3,731.99 | \$188,673.00 | \$192,404.99 |
| C05723 | | | | \$3,904.24 | \$3,904.24 | \$161,303.00 | \$165,207.24 |
| C05724 | | | | \$5,722.24 | \$5,722.24 | \$189,312.00 | \$195,034.24 |
| C05725 | | | | \$4,397.96 | \$4,397.96 | \$192,966.00 | \$197,363.96 |
| C05726 | | | | \$4,508.84 | \$4,508.84 | \$258,299.00 | \$262,807.84 |
| C05727 | | | | \$4,639.71 | \$4,639.71 | \$253,852.00 | \$258,491.71 |
| C05728 | | | | \$4,026.97 | \$4,026.97 | \$125,885.00 | \$129,911.97 |
| C05729 | | | | \$4,178.76 | \$4,178.76 | \$198,106.00 | \$202,284.76 |
| C05730 | | | | \$4,340.08 | \$4,340.08 | \$270,859.00 | \$275,199.08 |
| C05731 | | | | \$4,898.43 | \$4,898.43 | \$164,592.00 | \$169,490.43 |
| C05732 | | | | \$3,796.15 | \$3,796.15 | \$123,555.00 | \$127,351.15 |
| C05733 | | | | \$3,827.53 | \$3,827.53 | \$148,366.00 | \$152,193.53 |
| C05734 | | | | \$5,770.35 | \$5,770.35 | \$256,931.00 | \$262,701.35 |
| C05735 | | | | \$5,094.62 | \$5,094.62 | \$131,674.00 | \$136,768.62 |
| C05737 | | | | \$5,426.09 | \$5,426.09 | \$255,498.00 | \$260,924.09 |
| C05738 | | | | \$3,847.06 | \$3,847.06 | \$125,075.00 | \$128,922.06 |

| TAX ID. NUMBER | PREVIOUS SID # | PREVIOUS SID PAY-OFF | DELINQUENT | SID 1384 ASSESSMENT | SID PAY-OFF + DELINQUENT + SID 1384 ASSESSMENT | ESTIMATED MARKET VALUE | ESTIMATED MARKET VALUE AFTER IMPROVEMENTS |
|----------------|----------------|----------------------|------------|---------------------|--|------------------------|---|
| C05739 | | | | \$3,768.02 | \$3,768.02 | \$136,416.00 | \$140,184.02 |
| C05740 | | | | \$3,897.27 | \$3,897.27 | \$226,040.00 | \$229,937.27 |
| C05741 | | | | \$4,300.34 | \$4,300.34 | \$204,210.00 | \$208,510.34 |
| C05742 | | | | \$3,616.93 | \$3,616.93 | \$118,225.00 | \$121,841.93 |
| C05743 | | | | \$3,847.75 | \$3,847.75 | \$120,882.00 | \$124,729.75 |
| C05744 | | | | \$4,009.77 | \$4,009.77 | \$161,667.00 | \$165,676.77 |
| C05745 | | | | \$3,835.43 | \$3,835.43 | \$253,052.00 | \$256,887.43 |
| C05746 | | | | \$3,835.43 | \$3,835.43 | \$187,834.00 | \$191,669.43 |
| C05747 | | | | \$4,013.49 | \$4,013.49 | \$265,335.00 | \$269,348.49 |
| C05748 | | | | \$4,769.42 | \$4,769.42 | \$149,786.00 | \$154,555.42 |
| C05749 | | | | \$4,943.99 | \$4,943.99 | \$182,564.00 | \$187,507.99 |
| C05750 | | | | \$5,901.22 | \$5,901.22 | \$345,660.00 | \$351,561.22 |
| C05751 | | | | \$5,131.35 | \$5,131.35 | \$222,721.00 | \$227,852.35 |
| C05752 | | | | \$4,009.77 | \$4,009.77 | \$147,851.00 | \$151,860.77 |
| C05753 | | | | \$3,977.23 | \$3,977.23 | \$137,419.00 | \$141,396.23 |
| C05754 | | | | \$5,802.20 | \$5,802.20 | \$285,751.00 | \$291,553.20 |
| C05755 | | | | \$6,039.07 | \$6,039.07 | \$234,174.00 | \$240,213.07 |
| C05756 | | | | \$5,658.31 | \$5,658.31 | \$252,318.00 | \$257,976.31 |
| C05758 | | | | \$8,565.80 | \$8,565.80 | \$265,934.00 | \$274,499.80 |
| C05759 | | | | \$4,002.80 | \$4,002.80 | \$223,449.00 | \$227,451.80 |
| C05760 | | | | \$4,487.92 | \$4,487.92 | \$297,583.00 | \$302,070.92 |
| C05761 | | | | \$6,330.56 | \$6,330.56 | \$151,748.00 | \$158,078.56 |
| C05762 | | | | \$5,830.33 | \$5,830.33 | \$152,711.00 | \$158,541.33 |
| C05763 | | | | \$7,633.21 | \$7,633.21 | \$179,555.00 | \$187,188.21 |
| C05764 | | | | \$6,940.04 | \$6,940.04 | \$292,139.00 | \$299,079.04 |
| C05765 | | | | \$5,483.28 | \$5,483.28 | \$156,629.00 | \$162,112.28 |
| C05766 | | | | \$4,796.62 | \$4,796.62 | \$194,928.00 | \$199,724.62 |
| C05767 | | | | \$5,474.91 | \$5,474.91 | \$182,886.00 | \$188,360.91 |
| C05768 | | | | \$4,050.92 | \$4,050.92 | \$225,057.00 | \$229,107.92 |
| C05769 | | | | \$3,837.06 | \$3,837.06 | \$117,368.00 | \$121,205.06 |
| C05770 | | | | \$4,105.08 | \$4,105.08 | \$161,123.00 | \$165,228.08 |
| C05771 | | | | \$4,040.46 | \$4,040.46 | \$135,694.00 | \$139,734.46 |
| C05772 | | | | \$4,792.20 | \$4,792.20 | \$165,860.00 | \$170,652.20 |
| C05773 | | | | \$5,030.00 | \$5,030.00 | \$249,425.00 | \$254,455.00 |
| C05774 | | | | \$5,194.81 | \$5,194.81 | \$165,960.00 | \$171,154.81 |
| C05775 | | | | \$5,189.46 | \$5,189.46 | \$267,470.00 | \$272,659.46 |
| C05776 | | | | \$5,024.88 | \$5,024.88 | \$155,128.00 | \$160,152.88 |
| C05777 | | | | \$4,685.74 | \$4,685.74 | \$213,671.00 | \$218,356.74 |
| C05779 | | | | \$4,592.06 | \$4,592.06 | \$220,049.00 | \$224,641.06 |
| C05780 | | | | \$4,979.32 | \$4,979.32 | \$181,085.00 | \$186,064.32 |
| C05781 | | | | \$4,791.50 | \$4,791.50 | \$141,715.00 | \$146,506.50 |
| C05782 | | | | \$4,007.22 | \$4,007.22 | \$263,992.00 | \$267,999.22 |
| C05783 | | | | \$5,922.61 | \$5,922.61 | \$205,784.00 | \$211,706.61 |
| C05784 | | | | \$9,730.38 | \$9,730.38 | \$271,510.00 | \$281,240.38 |
| C05785 | | | | \$4,050.22 | \$4,050.22 | \$120,080.00 | \$124,130.22 |
| C05786 | | | | \$3,475.14 | \$3,475.14 | \$203,753.00 | \$207,228.14 |
| C05787 | | | | \$3,452.82 | \$3,452.82 | \$260,163.00 | \$263,615.82 |

| TAX ID NUMBER | PREVIOUS SID # | PREVIOUS SID PAY-OFF | DELINQUENT | SID 1384 ASSESSMENT | SID PAY-OFF + DELINQUENT + SID 1384 ASSESSMENT | ESTIMATED MARKET VALUE | ESTIMATED MARKET VALUE AFTER IMPROVEMENTS |
|---------------|----------------|----------------------|------------|---------------------|--|------------------------|---|
| C05788 | | | | \$3,452.82 | \$3,452.82 | \$186,260.00 | \$189,712.82 |
| C05789 | | | | \$3,452.82 | \$3,452.82 | \$176,917.00 | \$180,369.82 |
| C05790 | | | | \$3,452.82 | \$3,452.82 | \$161,607.00 | \$165,059.82 |
| C05791 | | | | \$3,488.62 | \$3,488.62 | \$223,499.00 | \$226,987.62 |
| C05792 | | | | \$3,488.62 | \$3,488.62 | \$186,435.00 | \$189,923.62 |
| C05793 | | | | \$3,488.62 | \$3,488.62 | \$176,928.00 | \$180,416.62 |
| C05794 | | | | \$3,595.78 | \$3,595.78 | \$197,585.00 | \$201,180.78 |
| C05796 | | | | \$3,595.78 | \$3,595.78 | \$184,177.00 | \$187,772.78 |
| C05797 | | | | \$3,595.78 | \$3,595.78 | \$184,718.00 | \$188,313.78 |
| C05798 | | | | \$3,595.78 | \$3,595.78 | \$140,763.00 | \$144,358.78 |
| C05799 | | | | \$3,631.58 | \$3,631.58 | \$136,380.00 | \$140,011.58 |
| C05800 | | | | \$3,722.00 | \$3,722.00 | \$155,063.00 | \$158,785.00 |
| C05801 | | | | \$4,447.48 | \$4,447.48 | \$152,780.00 | \$157,227.48 |
| D04645 | | | | \$112,464.47 | \$112,464.47 | \$3,338,447.00 | \$3,450,911.47 |

| AVERAGE | #DIV/0! | #DIV/0! | \$4,391.57 | \$4,391.57 | \$180,690.04 | \$185,081.61 |
|---------|---------|---------|--------------|--------------|----------------|----------------|
| MEDIAN | #NUM! | #NUM! | \$3,774.76 | \$3,774.76 | \$164,767.50 | \$168,590.16 |
| LOW | \$0.00 | \$0.00 | \$2,531.39 | \$2,531.39 | \$80,775.00 | \$84,401.23 |
| HIGH | \$0.00 | \$0.00 | \$112,464.47 | \$112,464.47 | \$3,338,447.00 | \$3,450,911.47 |

Note: Delinquent taxes are reported as of 2/5/08

EXCLUDING D04645 (Yellowstone Country Club)

| AVERAGE | #DIV/0! | #DIV/0! | \$4,065.06 | \$4,065.06 | \$171,149.99 | \$175,215.05 |
|---------|---------|---------|------------|------------|--------------|--------------|
| MEDIAN | #NUM! | #NUM! | \$3,772.21 | \$3,772.21 | \$164,707.00 | \$168,574.99 |
| LOW | \$0.00 | \$0.00 | \$2,531.39 | \$2,531.39 | \$80,775.00 | \$84,401.23 |
| HIGH | \$0.00 | \$0.00 | \$9,730.38 | \$9,730.38 | \$345,660.00 | \$351,561.22 |

**YELLOWSTONE CLUB ESTATES AREA
SANITARY SEWER LOCAL CONSTRUCTION AND SYSTEM DEVELOPMENT FEES**

| House No. | Owner Name | Property Owner | Subdivision | Lot | Block | Tax Code | Water Meter | Available Fresh Ft. Ft. | Sewer Quant. Per Ft. | Sanit. Chd. Fee | System Fee | Sanit. Chd. Fee | System Fee | TOTAL FEES |
|-----------|------------------|--------------------------------|-------------------------------|-----|-------|----------|-------------|-------------------------|----------------------|-----------------|------------|-----------------|------------|-------------|
| 3133 | Ben Hogan Pl | Orenman, Michael | Yellowstone Club Estates, 2nd | 8 | 3 | C03263 | 1 | 24,362 | \$ 2,077.04 | \$ 119.08 | \$2,655.00 | \$ 114.20 | \$ 233.28 | \$ 6,065.32 |
| 5624 | Bobby Jones Blvd | Atty, Alissa Amy (1711) & | Yellowstone Club Estates, 2nd | 7 | 3 | C03264 | 1 | 16,942 | \$ 2,239.56 | \$ 69.68 | \$2,565.00 | \$ 114.20 | \$ 203.76 | \$ 5,286.34 |
| 5614 | Bobby Jones Blvd | Fischer, Frank C | Yellowstone Club Estates, 2nd | 8 | 3 | C03265 | 3A | 19,600 | \$ 2,393.18 | \$ 95.72 | \$1,142.00 | \$ 45.68 | \$ 141.41 | \$ 3,786.97 |
| 5606 | Bobby Jones Blvd | Keller, Susan K & Gregory C | Yellowstone Club Estates, 2nd | 9 | 3 | C03266 | 1 | 17,423 | \$ 2,127.35 | \$ 65.09 | \$2,855.00 | \$ 114.20 | \$ 99.29 | \$ 5,181.84 |
| 5652 | Bobby Jones Blvd | Shotton, Dean E Jr & Jena | Yellowstone Club Estates, 2nd | 10 | 3 | C03267 | 3A | 15,749 | \$ 1,922.56 | \$ 76.92 | \$1,142.00 | \$ 45.68 | \$ 122.80 | \$ 3,187.95 |
| 5640 | Bobby Jones Blvd | Mazumdar, Fred & Nain A | Yellowstone Club Estates, 2nd | 11 | 3 | C03268 | 3A | 15,000 | \$ 2,029.18 | \$ 77.17 | \$1,142.00 | \$ 45.68 | \$ 133.85 | \$ 3,194.03 |
| 5632 | Bobby Jones Blvd | Carlson, Bruce R & Judith A | Yellowstone Club Estates, 2nd | 12 | 3 | C03269 | 3A | 18,008 | \$ 2,198.78 | \$ 87.65 | \$1,142.00 | \$ 45.68 | \$ 122.80 | \$ 3,474.41 |
| 5652 | Bobby Jones Blvd | Dunneen, Shirley R & Fay S | Yellowstone Club Estates, 2nd | 13 | 3 | C03280 | 3A | 18,664 | \$ 2,258.12 | \$ 90.32 | \$1,142.00 | \$ 45.68 | \$ 138.00 | \$ 3,536.12 |
| 5614 | Bobby Jones Blvd | Adam, Roger L & Beth E | Yellowstone Club Estates, 2nd | 14 | 3 | C03281 | 3A | 22,221 | \$ 2,713.18 | \$ 106.53 | \$1,142.00 | \$ 45.68 | \$ 154.21 | \$ 4,008.39 |
| 5606 | Bobby Jones Blvd | Stanley, Barbara T & | Yellowstone Club Estates, 2nd | 15 | 3 | C03282 | 3A | 15,651 | \$ 1,935.41 | \$ 77.42 | \$1,142.00 | \$ 45.68 | \$ 123.10 | \$ 3,200.50 |
| 3134 | Lloyd Mangum Ln | Olson, Merry Lee | Yellowstone Club Estates, 2nd | 16 | 3 | C03283 | 3A | 20,410 | \$ 2,492.05 | \$ 99.68 | \$1,142.00 | \$ 45.68 | \$ 145.36 | \$ 3,778.42 |
| 3126 | Lloyd Mangum Ln | Mccalla, Sylvia P | Yellowstone Club Estates, 2nd | 17 | 3 | C03284 | 1 | 20,924 | \$ 2,554.82 | \$ 102.19 | \$2,855.00 | \$ 114.20 | \$ 218.30 | \$ 5,628.21 |
| 5711 | Bobby Jones Blvd | Frick, Van E & Cheryl J | Yellowstone Club Estates, 2nd | 1 | 4 | C03285 | 3A | 16,962 | \$ 2,029.88 | \$ 81.64 | \$1,142.00 | \$ 45.68 | \$ 138.72 | \$ 3,294.60 |
| 3212 | Ben Hogan Ln | Hastings, Michael L | Yellowstone Club Estates, 2nd | 2 | 4 | C03286 | 3A | 15,247 | \$ 1,861.95 | \$ 74.47 | \$1,142.00 | \$ 45.68 | \$ 120.15 | \$ 3,123.81 |
| 3222 | Ben Hogan Ln | Muller, Dennis W & Susan G | Yellowstone Club Estates, 2nd | 3 | 4 | C03287 | 3A | 15,120 | \$ 1,846.15 | \$ 73.85 | \$1,142.00 | \$ 45.68 | \$ 119.53 | \$ 3,107.68 |
| 3206 | Ben Hogan Ln | Line, Arthur Lee & Susan L | Yellowstone Club Estates, 2nd | 4 | 4 | C03288 | 3A | 15,120 | \$ 1,846.15 | \$ 73.85 | \$1,142.00 | \$ 45.68 | \$ 119.53 | \$ 3,107.68 |
| 3204 | Ben Hogan Ln | Jacobsen, John W & Joan E Hand | Yellowstone Club Estates, 2nd | 5 | 4 | C03289 | 3A | 15,120 | \$ 1,846.15 | \$ 73.85 | \$1,142.00 | \$ 45.68 | \$ 119.53 | \$ 3,107.68 |
| 3412 | Ben Hogan Ln | Wedel, Arvid B & Ewel L | Yellowstone Club Estates, 2nd | 10 | 4 | C03274 | 3A | 15,120 | \$ 1,846.15 | \$ 73.85 | \$1,142.00 | \$ 45.68 | \$ 119.53 | \$ 3,107.68 |
| 3422 | Ben Hogan Ln | Brown, Randolph A & Dana C | Yellowstone Club Estates, 2nd | 11 | 4 | C03275 | 3A | 16,925 | \$ 1,865.80 | \$ 75.82 | \$1,142.00 | \$ 45.68 | \$ 121.50 | \$ 3,159.11 |
| 5814 | Gene Sarason Dr | Spooner, William D & Betty | Yellowstone Club Estates, 2nd | 1 | 5 | C03276 | 3A | 16,200 | \$ 1,978.02 | \$ 78.12 | \$1,142.00 | \$ 45.68 | \$ 124.90 | \$ 3,244.52 |
| 3201 | Ben Hogan Ln | Sopp, Elizabeth Marie | Yellowstone Club Estates, 2nd | 2 | 5 | C03276A | 3A | 15,120 | \$ 1,846.15 | \$ 73.85 | \$1,142.00 | \$ 45.68 | \$ 119.53 | \$ 3,107.68 |
| 3211 | Ben Hogan Ln | Gill, Carmella Campanian & Le | Yellowstone Club Estates, 2nd | 3 | 5 | C03276B | 3A | 15,120 | \$ 1,846.15 | \$ 73.85 | \$1,142.00 | \$ 45.68 | \$ 119.53 | \$ 3,107.68 |
| 3203 | Ben Hogan Ln | Holter, Steven L & Jeanette L | Yellowstone Club Estates, 2nd | 4 | 5 | C03277 | 3A | 15,120 | \$ 1,846.15 | \$ 73.85 | \$1,142.00 | \$ 45.68 | \$ 119.53 | \$ 3,107.68 |
| 3231 | Ben Hogan Ln | Weyland & Sons Properties LLC | Yellowstone Club Estates, 2nd | 5 | 5 | C03277A | 3A | 15,120 | \$ 1,846.15 | \$ 73.85 | \$1,142.00 | \$ 45.68 | \$ 119.53 | \$ 3,107.68 |
| 3223 | Ben Hogan Ln | Rodriguez, Daniel V & Teresa M | Yellowstone Club Estates, 2nd | 6 | 5 | C03277B | 3A | 15,120 | \$ 1,846.15 | \$ 73.85 | \$1,142.00 | \$ 45.68 | \$ 119.53 | \$ 3,107.68 |
| 3215 | Ben Hogan Ln | Judson, Gregory L | Yellowstone Club Estates, 2nd | 7 | 5 | C03278 | 3A | 15,120 | \$ 1,846.15 | \$ 73.85 | \$1,142.00 | \$ 45.68 | \$ 119.53 | \$ 3,107.68 |
| 3209 | Ben Hogan Ln | Filly Morana Properties LLC | Yellowstone Club Estates, 2nd | 8 | 5 | C03278A | 3A | 16,068 | \$ 1,964.10 | \$ 78.56 | \$1,142.00 | \$ 45.68 | \$ 124.24 | \$ 3,200.34 |
| 5623 | Bobby Jones Blvd | Hir, Larry R & Louise L | Yellowstone Club Estates, 2nd | 9 | 5 | C03279 | 3A | 16,019 | \$ 1,933.52 | \$ 73.35 | \$1,142.00 | \$ 45.68 | \$ 119.03 | \$ 3,094.85 |
| 5615 | Bobby Jones Blvd | Spears, William J & Lisa A | Yellowstone Club Estates, 2nd | 10 | 5 | C03279A | 3A | 16,033 | \$ 1,935.53 | \$ 73.42 | \$1,142.00 | \$ 45.68 | \$ 119.10 | \$ 3,096.03 |
| 5607 | Bobby Jones Blvd | Clark, Florence L & | Yellowstone Club Estates, 2nd | 11A | 5 | C03279A | 3A | 16,033 | \$ 1,935.53 | \$ 73.42 | \$1,142.00 | \$ 45.68 | \$ 119.10 | \$ 3,096.03 |
| 3214 | Jack Burke Ln | Lovell, Douglas M & Shelby | Yellowstone Club Estates, 2nd | 12A | 5 | C03279B | 3A | 16,033 | \$ 1,935.07 | \$ 76.40 | \$1,142.00 | \$ 45.68 | \$ 124.08 | \$ 3,226.15 |
| 3224 | Jack Burke Ln | Moss, Gerald W & Cynthia A | Yellowstone Club Estates, 2nd | 13 | 5 | C03280 | 3A | 15,067 | \$ 1,839.68 | \$ 73.09 | \$1,142.00 | \$ 45.68 | \$ 119.27 | \$ 3,100.95 |
| 3234 | Jack Burke Ln | Daughon, Bruce & Mary Pat | Yellowstone Club Estates, 2nd | 14 | 5 | C03280A | 3A | 15,120 | \$ 1,846.15 | \$ 73.85 | \$1,142.00 | \$ 45.68 | \$ 119.53 | \$ 3,107.68 |
| 3242 | Jack Burke Ln | Ward, Ronnie L & Brenda K | Yellowstone Club Estates, 2nd | 15 | 5 | C03280B | 3A | 15,120 | \$ 1,846.15 | \$ 73.85 | \$1,142.00 | \$ 45.68 | \$ 119.53 | \$ 3,107.68 |
| 3206 | Jack Burke Ln | Zook, Diane | Yellowstone Club Estates, 2nd | 16 | 5 | C03280C | 3A | 15,120 | \$ 1,846.15 | \$ 73.85 | \$1,142.00 | \$ 45.68 | \$ 119.53 | \$ 3,107.68 |
| 3214 | Jack Burke Ln | Guyer, James W & | Yellowstone Club Estates, 2nd | 17 | 5 | C03281 | 3A | 15,120 | \$ 1,846.15 | \$ 73.85 | \$1,142.00 | \$ 45.68 | \$ 119.53 | \$ 3,107.68 |
| 3222 | Jack Burke Ln | Sabb, Steven J & Carol A | Yellowstone Club Estates, 2nd | 18A | 5 | C03281A | 1 | 14,445 | \$ 1,793.73 | \$ 70.05 | \$2,855.00 | \$ 114.20 | \$ 184.75 | \$ 4,803.46 |

**YELLOWSTONE CLUB ESTATES AREA
SANITARY SEWER LOCAL CONSTRUCTION AND SYSTEM DEVELOPMENT FEES**

| Parcel & Owner Name | Property Owner | Block | Lot | Block Tax Code | Water Meter Size | Assessable Lot Area Sq Ft | Sanitary Sewer Conn. Fee \$ | Sanitary Sewer Local Dev. Fee \$ | Sanitary Sewer System Fee \$ | Sanitary Sewer Impact Fee \$ | TOTAL FEES |
|--|-------------------------------|--------------------|-----|----------------|------------------|---------------------------|-----------------------------|----------------------------------|------------------------------|------------------------------|-------------|
| 5422 Walker Hagen Dr. Trivett, David E | Yellowstone Club Estates, 3rd | 21 | 9 | C03337 | 3/4 | 15,120 | \$ 73.95 | \$ 1,142.00 | \$ 45.68 | \$ 119.53 | \$ 3,107.68 |
| 5430 Walker Hagen Dr. Casse, Robert H & Andrea A | Yellowstone Club Estates, 3rd | 22 | 9 | C03338 | 3/4 | 15,120 | \$ 75.16 | \$ 1,142.00 | \$ 45.68 | \$ 120.84 | \$ 3,141.66 |
| 5433 Bile Hagan Ln. Langemier, Marilyn | Yellowstone Club Estates, 3rd | 1 | 10 | C03339 | 3/4 | 17,400 | \$ 84.68 | \$ 1,142.00 | \$ 45.68 | \$ 150.95 | \$ 3,307.20 |
| 5609 Gene Sarazan Dr. Trisland, Herbert L & Mary | Yellowstone Club Estates, 3rd | 2 | 10 | C03340 | 3/4 | 16,614 | \$ 82.12 | \$ 1,062.99 | \$ 45.68 | \$ 127.80 | \$ 3,322.79 |
| 5653 Gene Sarazan Dr. Harvey, Brian | Yellowstone Club Estates, 3rd | 3 | 10 | C03340A | 3/4 | 18,368 | \$ 89.71 | \$ 1,142.00 | \$ 45.68 | \$ 135.30 | \$ 3,520.72 |
| 5641 Gene Sarazan Dr. Michael, David W & Kathy S | Yellowstone Club Estates, 3rd | 4 | 10 | C03340B | 3/4 | 16,069 | \$ 81.41 | \$ 1,142.00 | \$ 45.68 | \$ 127.09 | \$ 3,304.36 |
| 5633 Gene Sarazan Dr. Murphy, Gregory G & Katherine | Yellowstone Club Estates, 3rd | 5 | 10 | C03340C | 3/4 | 16,000 | \$ 79.71 | \$ 1,142.00 | \$ 45.68 | \$ 125.00 | \$ 3,260.95 |
| 5625 Gene Sarazan Dr. Neaseford, Christopher R | Yellowstone Club Estates, 3rd | 6 | 10 | C03341 | 3/4 | 16,000 | \$ 79.12 | \$ 1,142.00 | \$ 45.68 | \$ 124.90 | \$ 3,244.92 |
| 5517 Gene Sarazan Dr. Larsen, Lloyd | Yellowstone Club Estates, 3rd | 7 | 10 | C03341A | 3/4 | 16,000 | \$ 79.12 | \$ 1,142.00 | \$ 45.68 | \$ 124.90 | \$ 3,244.92 |
| 5606 Gene Sarazan Dr. Murray, Michael F & Denise R | Yellowstone Club Estates, 3rd | 8 | 10 | C03341B | 3/4 | 16,000 | \$ 79.12 | \$ 1,142.00 | \$ 45.68 | \$ 124.90 | \$ 3,244.92 |
| 5603 Gene Sarazan Dr. Carr, Patrick J & Egon R | Yellowstone Club Estates, 3rd | 9 | 10 | C03342 | 3/4 | 16,200 | \$ 79.12 | \$ 1,142.00 | \$ 45.68 | \$ 124.90 | \$ 3,244.92 |
| 5606 Walker Hagen Dr. Steiny, John M & Gayle L - 50% | Yellowstone Club Estates, 3rd | 10 | 10 | C03343 | 3/4 | 15,628 | \$ 75.84 | \$ 1,142.00 | \$ 45.68 | \$ 121.52 | \$ 3,159.49 |
| 5510 Walker Hagen Dr. Haynes, Mark J | Yellowstone Club Estates, 3rd | 11 | 10 | C03343A | 3/4 | 15,120 | \$ 73.85 | \$ 1,142.00 | \$ 45.68 | \$ 119.53 | \$ 3,107.68 |
| 5516 Walker Hagen Dr. Torres, Rudolph M & Vicki Ann | Yellowstone Club Estates, 3rd | 12 | 10 | C03344 | 3/4 | 15,120 | \$ 73.85 | \$ 1,142.00 | \$ 45.68 | \$ 119.53 | \$ 3,107.68 |
| 5626 Walker Hagen Dr. Bukowsk, Gene W & Cynthia L | Yellowstone Club Estates, 3rd | 13 | 10 | C03345 | 3/4 | 15,120 | \$ 73.85 | \$ 1,142.00 | \$ 45.68 | \$ 119.53 | \$ 3,107.68 |
| 5644 Walker Hagen Dr. Degnan, Carol W | Yellowstone Club Estates, 3rd | 14 | 10 | C03345A | 3/4 | 15,120 | \$ 73.85 | \$ 1,142.00 | \$ 45.68 | \$ 119.53 | \$ 3,107.68 |
| 5642 Walker Hagen Dr. Strong, Douglas W | Yellowstone Club Estates, 3rd | 15 | 10 | C03346 | 3/4 | 15,120 | \$ 73.85 | \$ 1,142.00 | \$ 45.68 | \$ 119.53 | \$ 3,107.68 |
| 5650 Walker Hagen Dr. Harburt, Marcia A | Yellowstone Club Estates, 3rd | 16 | 10 | C03346A | 3/4 | 15,034 | \$ 73.43 | \$ 1,142.00 | \$ 45.68 | \$ 119.11 | \$ 3,090.78 |
| 5684 Walker Hagen Dr. Morley, Judy C | Yellowstone Club Estates, 3rd | 17 | 10 | C03346B | 3/4 | 15,038 | \$ 73.71 | \$ 1,142.00 | \$ 45.68 | \$ 119.39 | \$ 3,104.25 |
| 5612 Walker Hagen Dr. Carlson, Cynthia K | Yellowstone Club Estates, 3rd | 18 | 10 | C03346B | 3/4 | 15,078 | \$ 73.64 | \$ 1,142.00 | \$ 45.68 | \$ 119.34 | \$ 3,104.25 |
| 5620 Walker Hagen Dr. Fynsek, Kevin M & Jill L | Yellowstone Club Estates, 3rd | 19 | 10 | C03347 | 3/4 | 15,025 | \$ 75.82 | \$ 1,142.00 | \$ 45.68 | \$ 121.50 | \$ 3,199.11 |
| 5684 Sam Shrad Tr. Mccook Family Trust 1/2 IE | Yellowstone Club Estates, 4th | 1 | 11 | C03348 | 3/4 | 16,675 | \$ 77.53 | \$ 1,938.34 | \$ 45.68 | \$ 123.21 | \$ 3,203.55 |
| 5690 Sam Shrad Tr. Ruffy, Ben B & Ann E Trustees | Yellowstone Club Estates, 4th | 2 | 11 | C03349 | 3/4 | 16,435 | \$ 2,008.71 | \$ 2,008.71 | \$ 45.68 | \$ 126.95 | \$ 3,274.66 |
| 5645 Sam Shrad Tr. Leppo, Leo | Yellowstone Club Estates, 4th | 3 | 11 | C03350 | 3/4 | 16,600 | \$ 2,002.44 | \$ 2,002.44 | \$ 45.68 | \$ 126.78 | \$ 3,270.22 |
| 5640 Sam Shrad Tr. Halliday, Robert & Larana Mar | Yellowstone Club Estates, 4th | 4 | 11 | C03350A | 3/4 | 15,973 | \$ 1,940.41 | \$ 1,940.41 | \$ 45.68 | \$ 119.30 | \$ 3,101.71 |
| 5682 Sam Shrad Tr. Kretzberg, Patsy Lee | Yellowstone Club Estates, 4th | 5 | 11 | C03351 | 3/4 | 16,048 | \$ 1,937.36 | \$ 1,937.36 | \$ 45.68 | \$ 119.17 | \$ 3,098.54 |
| 5920 Sam Shrad Tr. Rocky Mountain Aircraft Leasin | Yellowstone Club Estates, 4th | 6 | 11 | C03352 | 3/4 | 16,625 | \$ 1,907.81 | \$ 1,907.81 | \$ 45.68 | \$ 121.99 | \$ 3,171.81 |
| 5910 Sam Shrad Tr. Stratford, Dorothy | Yellowstone Club Estates, 4th | 7 | 11 | C03353 | 3/4 | 16,625 | \$ 1,907.81 | \$ 1,907.81 | \$ 45.68 | \$ 121.99 | \$ 3,171.81 |
| 6000 Sam Shrad Tr. Cooke, Carolee F | Yellowstone Club Estates, 4th | 1 | 12 | C03355 | 3/4 | 16,625 | \$ 1,907.81 | \$ 1,907.81 | \$ 45.68 | \$ 121.99 | \$ 3,171.81 |
| 6008 Sam Shrad Tr. Green, Stacy | Yellowstone Club Estates, 4th | 2 | 12 | C03356 | 3/4 | 15,532 | \$ 1,696.66 | \$ 1,696.66 | \$ 45.68 | \$ 121.54 | \$ 3,160.00 |
| 6016 Sam Shrad Tr. Jackson, Nancy L | Yellowstone Club Estates, 4th | 3 | 12 | C03357 | 3/4 | 16,000 | \$ 1,696.04 | \$ 1,696.04 | \$ 45.68 | \$ 123.92 | \$ 3,221.96 |
| 6006 Sam Shrad Tr. Weber, Marilyn D | Yellowstone Club Estates, 4th | 4 | 12 | C03358 | 3/4 | 16,000 | \$ 1,691.50 | \$ 1,691.50 | \$ 45.68 | \$ 118.84 | \$ 3,092.44 |
| 5944 Sam Shrad Tr. Halverson, James R | Yellowstone Club Estates, 4th | 5 | 12 | C03359 | 3/4 | 15,100 | \$ 1,681.56 | \$ 1,681.56 | \$ 45.68 | \$ 120.96 | \$ 3,145.01 |
| 5934 Sam Shrad Tr. Halverson, Mary Elizabeth | Yellowstone Club Estates, 4th | 6 | 12 | C03360 | 3/4 | 15,114 | \$ 1,682.05 | \$ 1,682.05 | \$ 45.68 | \$ 120.96 | \$ 3,145.01 |
| 5926 Sam Shrad Tr. Schneider, Robert S & Dorothy | Yellowstone Club Estates, 4th | 7 | 12 | C03361 | 3/4 | 15,635 | \$ 1,907.81 | \$ 1,907.81 | \$ 45.68 | \$ 121.99 | \$ 3,171.81 |
| 5916 Sam Shrad Tr. Bloom, Kathleen Stevens | Yellowstone Club Estates, 4th | 8 | 12 | C03362 | 3/4 | 15,635 | \$ 1,907.81 | \$ 1,907.81 | \$ 45.68 | \$ 121.99 | \$ 3,171.81 |
| 5906 Sam Shrad Tr. Typanski, Anthony F & Virginia | Yellowstone Club Estates, 4th | 9 | 12 | C03363 | 3/4 | 15,400 | \$ 1,880.54 | \$ 1,880.54 | \$ 45.68 | \$ 120.89 | \$ 3,143.23 |
| 6150 Sam Shrad Tr. Anderson, Joel | Yellowstone Club Estates, 4th | 4A | 13 | C03367 | 3/4 | 17,228 | \$ 2,103.54 | \$ 84.14 | \$ 1,142.00 | \$ 129.82 | \$ 3,375.56 |
| 6114 Sam Shrad Tr. Schen-Owens, Linda | Yellowstone Club Estates, 4th | 3A, 5A, 6, 7A, 8A1 | 13 | C11621 | 3/4 | 11,804 | \$ 1,441.27 | \$ 57.65 | \$ 1,142.00 | \$ 45.68 | \$ 103.33 |
| 6116 Sam Shrad Tr. Stucki, Dean P & Constancio Tru | Yellowstone Club Estates, 4th | 3A, 5A, 6, 7A, 8A2 | 13 | C11622 | 3/4 | 11,804 | \$ 1,441.27 | \$ 57.65 | \$ 1,142.00 | \$ 45.68 | \$ 103.33 |

**YELLOWSTONE CLUB ESTATES AREA
SANITARY SEWER LOCAL CONSTRUCTION AND SYSTEM DEVELOPMENT FEES**

| House # | Street Name | Property Owner | Subdivisor | Lot | Box # | Tax Code | Water Sewer | Available Lx Area Sq Ft | Sound Control Fee \$ | San. Cont. Fee \$ | Sewer Fee \$ | San. Cont. Fee \$ | Full Sewer Fee \$ | TOTAL FEES |
|---------|-----------------|--------------------------------|-------------------------------|---------|-------|----------|-------------|-------------------------|----------------------|-------------------|--------------|-------------------|-------------------|-------------|
| 3716 | Harry Cooper Pl | Ben, Howard H & Rosezella | Yellowstone Club Estates, 6th | 2 | 25 | C05750 | 34 | 25,387 | \$ 3,009.75 | \$ 123.99 | \$1,142.00 | \$ 45.68 | \$ 189.67 | \$ 4,411.42 |
| 3722 | Harry Cooper Pl | Balmoresias, Nelson & Lucinda | Yellowstone Club Estates, 6th | 3 | 25 | C05751 | 34 | 22,025 | \$ 2,656.36 | \$ 107.81 | \$1,142.00 | \$ 45.68 | \$ 153.49 | \$ 3,960.85 |
| 3726 | Harry Cooper Pl | Dewey, David & Lisa A | Yellowstone Club Estates, 6th | 4 | 25 | C05752 | 34 | 17,250 | \$ 2,106.23 | \$ 84.25 | \$1,142.00 | \$ 45.68 | \$ 126.03 | \$ 3,378.18 |
| 3816 | Ben Hogan Ln | Rosco Mountain Amnrat Loesh | Yellowstone Club Estates, 6th | 5 | 25 | C05753 | 34 | 17,110 | \$ 2,098.13 | \$ 83.57 | \$1,142.00 | \$ 45.68 | \$ 129.25 | \$ 3,360.38 |
| 3822 | Ben Hogan Ln | Lucas, Matthew S | Yellowstone Club Estates, 6th | 6 | 25 | C05754 | 34 | 24,961 | \$ 3,047.74 | \$ 121.91 | \$1,142.00 | \$ 45.68 | \$ 187.59 | \$ 4,367.33 |
| 3815 | Tommy Armour Cr | Suhon, Harold & Susan | Yellowstone Club Estates, 6th | 7 | 25 | C05755 | 34 | 25,860 | \$ 3,172.16 | \$ 126.89 | \$1,142.00 | \$ 45.68 | \$ 172.57 | \$ 4,480.72 |
| 3803 | Tommy Armour Cr | Boyer, James W & Joan | Yellowstone Club Estates, 6th | 8A | 25 | C05756 | 34 | 24,242 | \$ 2,772.16 | \$ 108.89 | \$1,142.00 | \$ 45.68 | \$ 184.57 | \$ 4,278.72 |
| 5133 | Tommy Armour Cr | Cole, William A & Anne R | Yellowstone Club Estates, 6th | 9A, 10A | 25 | C05758 | 34 | 38,850 | \$ 4,698.36 | \$ 179.86 | \$1,142.00 | \$ 45.68 | \$ 225.69 | \$ 5,897.64 |
| 3713 | Tommy Armour Cr | Sarr, Sterling V & Joan E Thu | Yellowstone Club Estates, 6th | 11 | 25 | C05759 | 34 | 17,220 | \$ 2,102.96 | \$ 84.10 | \$1,142.00 | \$ 45.68 | \$ 129.78 | \$ 3,374.34 |
| 3703 | Tommy Armour Cr | Zabawa, Debra M | Yellowstone Club Estates, 6th | 12 | 25 | C05760 | 34 | 19,307 | \$ 2,367.38 | \$ 94.30 | \$1,142.00 | \$ 45.68 | \$ 139.89 | \$ 3,659.36 |
| 3834 | Tommy Armour Cr | Battaglia, John Ruben | Yellowstone Club Estates, 6th | 13 | 25 | C05761 | 34 | 27,234 | \$ 3,325.27 | \$ 133.01 | \$1,142.00 | \$ 45.68 | \$ 178.69 | \$ 4,645.95 |
| 3825 | Tommy Armour Cr | Salsbery, Richard F & Amy E | Yellowstone Club Estates, 6th | 14 | 25 | C05762 | 34 | 25,902 | \$ 3,082.51 | \$ 122.60 | \$1,142.00 | \$ 45.68 | \$ 168.19 | \$ 4,372.69 |
| 3817 | Tommy Armour Cr | Ruth, R Susan & Susan L | Yellowstone Club Estates, 6th | 15 | 25 | C05763 | 34 | 32,838 | \$ 4,008.52 | \$ 160.38 | \$1,142.00 | \$ 45.68 | \$ 208.20 | \$ 5,377.55 |
| 3811 | Tommy Armour Cr | Schneider, Michelle Renee | Yellowstone Club Estates, 6th | 16 | 25 | C05764 | 34 | 28,656 | \$ 3,645.42 | \$ 145.52 | \$1,142.00 | \$ 45.68 | \$ 191.50 | \$ 4,978.81 |
| 3808 | Tommy Armour Cr | Whisenand, David E & Chry L | Yellowstone Club Estates, 6th | 17 | 25 | C05765 | 34 | 23,988 | \$ 2,880.22 | \$ 115.21 | \$1,142.00 | \$ 45.68 | \$ 160.89 | \$ 4,183.11 |
| 3521 | Tommy Armour Cr | Woods, Cynthia R Trustee | Yellowstone Club Estates, 6th | 18 | 25 | C05766 | 34 | 20,035 | \$ 2,519.53 | \$ 100.78 | \$1,142.00 | \$ 45.68 | \$ 148.46 | \$ 3,807.69 |
| 3514 | Tommy Armour Cr | Richt, Randall J & Deborah L | Yellowstone Club Estates, 6th | 19 | 25 | C05767 | 34 | 23,553 | \$ 2,875.62 | \$ 115.03 | \$1,142.00 | \$ 45.68 | \$ 160.71 | \$ 4,178.53 |
| 3507 | Tommy Armour Cr | Gibbs, Reginald L & Julie A | Yellowstone Club Estates, 6th | 20 | 25 | C05768 | 34 | 17,427 | \$ 2,127.84 | \$ 85.11 | \$1,142.00 | \$ 45.68 | \$ 130.70 | \$ 3,402.63 |
| 5833 | Walter Hagan Dr | Smith, Gladys Y | Yellowstone Club Estates, 6th | 21 | 25 | C05769 | 34 | 16,607 | \$ 2,015.50 | \$ 80.62 | \$1,142.00 | \$ 45.68 | \$ 126.30 | \$ 3,283.80 |
| 5829 | Walter Hagan Dr | Benson, George M & Call F | Yellowstone Club Estates, 6th | 22 | 25 | C05770 | 34 | 17,660 | \$ 2,195.29 | \$ 89.25 | \$1,142.00 | \$ 45.68 | \$ 131.93 | \$ 3,430.22 |
| 3516 | Ben Hogan Ln | Johnson, Lloyd W & Debra | Yellowstone Club Estates, 6th | 23 | 25 | C05771 | 34 | 17,982 | \$ 2,122.34 | \$ 84.69 | \$1,142.00 | \$ 45.68 | \$ 130.57 | \$ 3,394.52 |
| 3528 | Ben Hogan Ln | Patterson, Dale M & Judith G | Yellowstone Club Estates, 6th | 24 | 25 | C05772 | 34 | 20,616 | \$ 2,517.21 | \$ 100.69 | \$1,142.00 | \$ 45.68 | \$ 146.37 | \$ 3,805.56 |
| 3604 | Ben Hogan Ln | Hoefs, Charles B & Kristin M | Yellowstone Club Estates, 6th | 25 | 25 | C05773 | 34 | 21,639 | \$ 2,642.12 | \$ 105.68 | \$1,142.00 | \$ 45.68 | \$ 151.38 | \$ 3,935.49 |
| 3612 | Ben Hogan Ln | Hazel, Eric Joseph | Yellowstone Club Estates, 6th | 26 | 25 | C05774 | 34 | 22,348 | \$ 2,728.89 | \$ 109.15 | \$1,142.00 | \$ 45.68 | \$ 154.83 | \$ 4,025.52 |
| 3620 | Ben Hogan Ln | Elsien A Eric Fincocable Trust | Yellowstone Club Estates, 6th | 27 | 25 | C05775 | 34 | 22,326 | \$ 2,725.88 | \$ 109.04 | \$1,142.00 | \$ 45.68 | \$ 154.72 | \$ 4,025.00 |
| 3628 | Ben Hogan Ln | Larson, Jack T | Yellowstone Club Estates, 6th | 28 | 25 | C05776 | 34 | 21,617 | \$ 2,639.44 | \$ 105.68 | \$1,142.00 | \$ 45.68 | \$ 151.26 | \$ 3,932.69 |
| 3704 | Ben Hogan Ln | Rogers, Guy W & Julie K | Yellowstone Club Estates, 6th | 29 | 25 | C05777 | 34 | 20,158 | \$ 2,412.29 | \$ 96.45 | \$1,142.00 | \$ 45.68 | \$ 144.13 | \$ 3,747.42 |
| 3720 | Ben Hogan Ln | Ch, Steven F & Deborah C | Yellowstone Club Estates, 6th | 31 | 25 | C05779 | 34 | 19,735 | \$ 2,412.09 | \$ 96.48 | \$1,142.00 | \$ 45.68 | \$ 142.16 | \$ 3,699.25 |
| 3728 | Ben Hogan Ln | Gaskin, Kevin & Lisa A | Yellowstone Club Estates, 6th | 32 | 25 | C05780 | 34 | 21,421 | \$ 2,615.50 | \$ 104.02 | \$1,142.00 | \$ 45.68 | \$ 150.30 | \$ 3,907.60 |
| 3726 | Ben Hogan Ln | Spalden, Dennis W & Katherine | Yellowstone Club Estates, 6th | 33 | 25 | C05781 | 34 | 20,913 | \$ 2,518.85 | \$ 100.07 | \$1,142.00 | \$ 45.68 | \$ 146.33 | \$ 3,665.29 |
| 3717 | Harry Cooper Pl | Spelman, James P & Carol V | Yellowstone Club Estates, 6th | 34 | 25 | C05782 | 34 | 17,239 | \$ 2,104.86 | \$ 84.20 | \$1,142.00 | \$ 45.68 | \$ 129.88 | \$ 3,376.78 |
| 3709 | Harry Cooper Pl | Knox, David R & Ken M | Yellowstone Club Estates, 6th | 35 | 25 | C05783 | 34 | 25,479 | \$ 3,110.96 | \$ 124.44 | \$1,142.00 | \$ 45.68 | \$ 170.12 | \$ 4,423.11 |
| 3703 | Harry Cooper Pl | Ryan, William O & Beverly A | Yellowstone Club Estates, 6th | 36 | 25 | C05784 | 34 | 41,860 | \$ 5,111.11 | \$ 204.44 | \$1,142.00 | \$ 45.68 | \$ 250.12 | \$ 6,503.23 |
| 5705 | Sam Sheld Tr | Williamson, Bobby E & Caroline | Yellowstone Club Estates, 6th | 1 | 26 | C05785 | 34 | 17,624 | \$ 2,127.47 | \$ 85.10 | \$1,142.00 | \$ 45.68 | \$ 130.78 | \$ 3,402.25 |
| 3604 | Tommy Armour Cr | Follett, Michael R | Yellowstone Club Estates, 6th | 2 | 26 | C05786 | 34 | 14,850 | \$ 1,835.40 | \$ 73.02 | \$1,142.00 | \$ 45.68 | \$ 118.70 | \$ 3,086.59 |
| 3616 | Tommy Armour Cr | Christman, Gerald & Barbara | Yellowstone Club Estates, 6th | 3 | 26 | C05787 | 34 | 14,854 | \$ 1,833.07 | \$ 72.50 | \$1,142.00 | \$ 45.68 | \$ 118.23 | \$ 3,073.90 |
| 3600 | Tommy Armour Cr | Cloot, Henry J & Virginia R T | Yellowstone Club Estates, 6th | 4 | 26 | C05788 | 34 | 14,854 | \$ 1,833.07 | \$ 72.50 | \$1,142.00 | \$ 45.68 | \$ 118.23 | \$ 3,073.90 |
| 3604 | Tommy Armour Cr | Sweeney, Kevin C & Mary E | Yellowstone Club Estates, 6th | 5 | 26 | C05789 | 34 | 14,854 | \$ 1,833.07 | \$ 72.50 | \$1,142.00 | \$ 45.68 | \$ 118.23 | \$ 3,073.90 |
| 3612 | Tommy Armour Cr | Ryan, M Casey | Yellowstone Club Estates, 6th | 6 | 26 | C05790 | 34 | 14,854 | \$ 1,833.07 | \$ 72.50 | \$1,142.00 | \$ 45.68 | \$ 118.23 | \$ 3,073.90 |
| 3600 | Tommy Armour Cr | Stueweigen, James & Crystal | Yellowstone Club Estates, 6th | 7 | 26 | C05791 | 34 | 15,008 | \$ 1,832.48 | \$ 73.30 | \$1,142.00 | \$ 45.68 | \$ 118.98 | \$ 3,093.46 |
| 3628 | Tommy Armour Cr | Gesuan, Michael & Roberta K | Yellowstone Club Estates, 6th | 8 | 26 | C05792 | 34 | 15,008 | \$ 1,832.48 | \$ 73.30 | \$1,142.00 | \$ 45.68 | \$ 118.98 | \$ 3,093.46 |

**YELLOWSTONE CLUB ESTATES AREA
SANITARY SEWER LOCAL CONSTRUCTION AND SYSTEM DEVELOPMENT FEES**

| House # | Street Name | Property Owner | Subdivision | Lot | Block | Tax Code | Water Svc. Sq. Ft. | Accessible Lot Area Sq. Ft. | Sept. Constr. Fee \$ | San. Local Tranche Fee \$ | Sept. SDF Fee \$ | Sept. SDF Front. Fee \$ | Sept. SDF Trunk Fee \$ | TOTAL FEES | |
|---------------|------------------|------------------------------|-------------------------------|-------|-------|----------|--------------------|-----------------------------|----------------------|---------------------------|------------------|-------------------------|------------------------|--------------|-----------------|
| 3704 | Tommy Armour Cr | Quares, Timothy D | Yellowstone Club Estates, 6th | 9 | 26 | C05763 | 34 | 15,008 | \$ 1,932.46 | \$ 73.30 | \$1,142.00 | \$ 45.68 | \$ 118.68 | \$ 3,069.49 | |
| 3712 | Tommy Armour Cr | Ennsell, Eric & Audrey | Yellowstone Club Estates, 6th | 10 | 26 | C05764 | 34 | 15,469 | \$ 1,988.76 | \$ 75.55 | \$1,142.00 | \$ 45.68 | \$ 121.23 | \$ 3,152.00 | |
| 3726 | Tommy Armour Cr | Stebby, Thomas E & Julie H | Yellowstone Club Estates, 6th | 12 | 26 | C05768 | 34 | 15,469 | \$ 1,988.76 | \$ 75.55 | \$1,142.00 | \$ 45.68 | \$ 121.23 | \$ 3,152.00 | |
| 3804 | Tommy Armour Cr | Hammond, Steve W & Bronwyn A | Yellowstone Club Estates, 6th | 13 | 26 | C05767 | 34 | 15,469 | \$ 1,988.76 | \$ 75.55 | \$1,142.00 | \$ 45.68 | \$ 121.23 | \$ 3,152.00 | |
| 3812 | Tommy Armour Cr | Avelis, Sheldon | Yellowstone Club Estates, 6th | 14 | 26 | C05768 | 34 | 15,469 | \$ 1,988.76 | \$ 75.55 | \$1,142.00 | \$ 45.68 | \$ 121.23 | \$ 3,152.00 | |
| 3820 | Tommy Armour Cr | Blossom, Mark E | Yellowstone Club Estates, 6th | 15 | 26 | C05769 | 34 | 16,012 | \$ 1,907.57 | \$ 78.30 | \$1,142.00 | \$ 45.68 | \$ 121.89 | \$ 3,171.55 | |
| 3828 | Tommy Armour Cr | Evans, Alan R & Sharon F | Yellowstone Club Estates, 6th | 16 | 26 | C05800 | 34 | 16,012 | \$ 1,907.57 | \$ 78.30 | \$1,142.00 | \$ 45.68 | \$ 121.89 | \$ 3,171.55 | |
| 3707 | Bobby Jones Blvd | Riley, Edward J | Yellowstone Club Estates, 6th | 17 | 26 | C05801 | 34 | 16,133 | \$ 2,038.14 | \$ 83.45 | \$1,142.00 | \$ 45.68 | \$ 138.13 | \$ 3,877.28 | |
| | | Yellowstone County Club | Certificate of Survey 636 | Tr-10 | | D36645 | 1.12 | 483,821 | \$ 93,074.04 | \$ 2,382.98 | \$ 0.710.00 | \$ 228.40 | \$ 2,591.38 | \$ 67,375.93 | |
| TOTALS | | | | | | | | | 6,272,301 | \$765,647.65 | \$30,033.92 | \$410,023.89 | \$16,528.84 | \$ 60,324.25 | \$ 1,224,130.81 |

Average Lot Size (including YCC): 17,469

Average Fees (excluding YCC): \$ 3,494.73

Fee Cost per square foot: \$ 0.19595
Total Bond Cost: \$ 233,869.19

TOTAL COST: \$ 1,458,000.00
Total Assessment Cost per square foot: \$ 0.252451

**CITY OF BILLINGS, MONTANA
SPECIAL IMPROVEMENT DISTRICT ASSESSMENT DATA
PART TWO**

| <p>DATE: <u>March 12, 2008</u></p> <p>S.I.D. NUMBER: <u>1384</u></p> <p>S.I.D. DESCRIPTION: <u>Construction and System Development</u> <u>Fees for local sanitary sewer connections in Yellowstone</u> <u>Country Club</u></p> <p>YEARS TO BE ASSESSED: <u>15</u></p> <p>TOTAL S.I.D. AREA: <u>N/A</u></p> <p>MEASUREMENT: <u>EA</u> <u>X</u> SF <u>LF</u></p> <p>S.I.D. COSTS: <u>X</u> ESTIMATED PER CONCEPT PLANS <u>ESTIMATED PER BID PRICE</u> <u>FINAL PER ACTUAL CONSTRUCTION</u></p> <p>S.I.D. MAIN IMPROVEMENT COST: <u>\$1,458,000.00</u></p> <p>SPECIAL ADDITIONS:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">CODE</th> <th style="text-align: left;">Quantity</th> <th style="text-align: left;">Unit Cost</th> <th style="text-align: left;">Total</th> </tr> </thead> <tbody> <tr> <td>1 Assessment #1</td> <td style="text-align: right;">6,272,301.00</td> <td style="text-align: right;">\$ 0.232451</td> <td style="text-align: right;">\$ 1,458,000.00</td> </tr> <tr> <td colspan="2">TOTAL PROJECT COST</td> <td style="text-align: right;">= \$</td> <td style="text-align: right;">1,458,000.00</td> </tr> </tbody> </table> <p>(ALL COSTS TO INCLUDE PRORATA SHARE OF ADMINISTRATIVE COSTS)</p> <p>CITY CENTRAL SUPPORT SERVICES TO COMPLETE</p> <p>FIRST YEAR TO BE ASSESSED: _____</p> <p>TYPE ASSESSMENT: _____ PENDING _____ FINAL</p> <p>INTEREST RATE: _____</p> <p>BOND ISSUE DATE: _____</p> | CODE | Quantity | Unit Cost | Total | 1 Assessment #1 | 6,272,301.00 | \$ 0.232451 | \$ 1,458,000.00 | TOTAL PROJECT COST | | = \$ | 1,458,000.00 | <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">DATA CARDS</th> <th style="text-align: left;">PROCESSING COLS</th> </tr> </thead> <tbody> <tr> <td>A&B</td> <td>2 - 5</td> </tr> <tr> <td>A</td> <td>6 - 39</td> </tr> <tr> <td>A</td> <td>59 - 60</td> </tr> <tr> <td>A</td> <td>61 - 71</td> </tr> <tr> <td>A</td> <td>89 - 96</td> </tr> <tr> <td>A</td> <td>40 - 41</td> </tr> <tr> <td>A</td> <td>42</td> </tr> <tr> <td>A</td> <td>53 - 58</td> </tr> <tr> <td>A</td> <td>73 - 78</td> </tr> </tbody> </table> | DATA CARDS | PROCESSING COLS | A&B | 2 - 5 | A | 6 - 39 | A | 59 - 60 | A | 61 - 71 | A | 89 - 96 | A | 40 - 41 | A | 42 | A | 53 - 58 | A | 73 - 78 |
|--|-----------------|-------------|-----------------|-------|-----------------|--------------|-------------|-----------------|--------------------|--|------|--------------|---|------------|-----------------|-----|-------|---|--------|---|---------|---|---------|---|---------|---|---------|---|----|---|---------|---|---------|
| CODE | Quantity | Unit Cost | Total | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 Assessment #1 | 6,272,301.00 | \$ 0.232451 | \$ 1,458,000.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TOTAL PROJECT COST | | = \$ | 1,458,000.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| DATA CARDS | PROCESSING COLS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A&B | 2 - 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A | 6 - 39 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A | 59 - 60 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A | 61 - 71 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A | 89 - 96 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A | 40 - 41 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A | 42 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A | 53 - 58 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A | 73 - 78 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

PART III

SID 1381 - RUSH SUBDIVISION PARK

TABLE OF ESTIMATED ASSESSMENTS PER PROPERTY

12-Mar-08

SID COSTS:
 X ESTIMATE PER CONCEPT PLANS
 ESTIMATE PER BID PRICES
 FINAL PER ACTUAL CONSTRUCTION

| PARCEL | OWNER | SUBDIVISION | BLK | LOT/ TRACT | TAX I.D. NUMBER 6-13 | LOT AREA (S.F.) | ASSESSMENT #1 SEWER CONNECTION FEES | | TOTAL COST | |
|--------|-------------------------------|-------------------------------|-----|---------------|----------------------------|-----------------------|--|----------------------|---------------|-------------------|
| | | | | | | | CODE UNIT RATE | ASSESSED QUANTITY | | ASSESSED VALUE |
| 1 | Thuesen, Jens & Briten | Yellowstone Club Estates, 1st | 1 | 1 | C03212 | 17,369 | 1 | 17,369.00 | \$4,037.43 | \$4,037.43 |
| 2 | Larsen, David & Nancy J | Yellowstone Club Estates, 1st | 1 | 2 | C03213 | 16,878 | 1 | 15,578.00 | \$3,621.12 | \$3,621.12 |
| 3 | Wray, Jeffrey P | Yellowstone Club Estates, 1st | 1 | 3 | C03214 | 16,933 | 1 | 15,933.00 | \$3,703.64 | \$3,703.64 |
| 4 | Wehrreis, Susan E | Yellowstone Club Estates, 1st | 1 | 4 | C03216 | 16,624 | 1 | 16,524.00 | \$3,841.01 | \$3,841.01 |
| 5 | Christensen, Hugo & Jean A | Yellowstone Club Estates, 1st | 1 | 5 | C03216 | 16,389 | 1 | 16,359.00 | \$3,802.66 | \$3,802.66 |
| 6 | Michaud, Karen L | Yellowstone Club Estates, 1st | 1 | 6 | C03217 | 16,899 | 1 | 16,899.00 | \$3,928.18 | \$3,928.18 |
| 7 | Davey, Carlos A & Amber Lusin | Yellowstone Club Estates, 1st | 1 | 7 | C03218 | 17,440 | 1 | 17,440.00 | \$4,053.94 | \$4,053.94 |
| 8 | Gibson, William R & Julie A | Yellowstone Club Estates, 1st | 1 | 8 | C03219 | 18,865 | 1 | 18,865.00 | \$4,385.18 | \$4,385.18 |
| 9 | Fox, Brian | Yellowstone Club Estates, 1st | 1 | 9 | C03220 | 22,698 | 1 | 22,698.00 | \$5,276.16 | \$5,276.16 |
| 10 | Bray, William K & Edna I | Yellowstone Club Estates, 1st | 1 | 10 | C03221 | 24,955 | 1 | 24,955.00 | \$5,800.80 | \$5,800.80 |
| 11 | Swain, Joshua J | Yellowstone Club Estates, 1st | 2 | 1 | C03222 | 15,600 | 1 | 15,600.00 | \$3,626.23 | \$3,626.23 |
| 12 | Finnegan, Donald J & Karen L | Yellowstone Club Estates, 1st | 2 | 2 | C03223 | 15,249 | 1 | 15,249.00 | \$3,544.64 | \$3,544.64 |
| 13 | Anders, Kevin C & Denise L | Yellowstone Club Estates, 1st | 2 | 3 | C03224 | 15,635 | 1 | 15,635.00 | \$3,634.36 | \$3,634.36 |
| 14 | Yochum, Constance S | Yellowstone Club Estates, 1st | 2 | 4 | C03225 | 15,748 | 1 | 15,748.00 | \$3,660.63 | \$3,660.63 |
| 15 | Barnes Family Trust | Yellowstone Club Estates, 1st | 2 | 5 | C03226 | 15,675 | 1 | 15,675.00 | \$3,643.66 | \$3,643.66 |
| 16 | Schwartz Family Trust | Yellowstone Club Estates, 1st | 2 | 6 | C03227 | 15,675 | 1 | 15,675.00 | \$3,643.66 | \$3,643.66 |

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|----|--------------------------------|-------------------------------|---|----|--------|--------|---|-----------|------------|------------|
| 17 | Bakken, David L & Linda G | Yellowstone Club Estates, 1st | 2 | 7 | CO3228 | 16,551 | 1 | 16,551.00 | \$3,847.29 | \$3,847.29 |
| 18 | Keene, Douglas A & Doris A | Yellowstone Club Estates, 1st | 2 | 8 | CO3229 | 21,542 | 1 | 21,542.00 | \$5,007.45 | \$5,007.45 |
| 19 | Slade, Matthew L & Angela M | Yellowstone Club Estates, 1st | 2 | 9 | CO3230 | 21,897 | 1 | 21,897.00 | \$5,089.97 | \$5,089.97 |
| 20 | Tusning, Ronald H & Darlene R | Yellowstone Club Estates, 1st | 2 | 10 | CO3231 | 21,150 | 1 | 21,150.00 | \$4,916.33 | \$4,916.33 |
| 21 | Olsen, Robert L & Carole A | Yellowstone Club Estates, 1st | 2 | 11 | CO3232 | 18,438 | 1 | 18,438.00 | \$4,285.23 | \$4,285.23 |
| 22 | Smith, Scott P & Marcie Jermy | Yellowstone Club Estates, 1st | 2 | 12 | CO3233 | 17,720 | 1 | 17,720.00 | \$4,119.02 | \$4,119.02 |
| 23 | Aley, Matthew W | Yellowstone Club Estates, 1st | 2 | 13 | CO3234 | 15,638 | 1 | 15,638.00 | \$3,634.36 | \$3,634.36 |
| 24 | Davison, Matthew J | Yellowstone Club Estates, 1st | 2 | 14 | CO3235 | 18,208 | 1 | 18,208.00 | \$4,232.00 | \$4,232.00 |
| 25 | Berringer, Ruben | Yellowstone Club Estates, 1st | 2 | 15 | CO3236 | 15,638 | 1 | 15,638.00 | \$3,634.36 | \$3,634.36 |
| 26 | Walters, Harry L | Yellowstone Club Estates, 1st | 2 | 16 | CO3237 | 16,917 | 1 | 16,917.00 | \$3,932.37 | \$3,932.37 |
| 27 | Hansen, Mary L | Yellowstone Club Estates, 1st | 2 | 17 | CO3238 | 16,228 | 1 | 16,228.00 | \$3,772.21 | \$3,772.21 |
| 28 | Vogel, Meredith A | Yellowstone Club Estates, 1st | 2 | 19 | CO3240 | 15,470 | 1 | 15,470.00 | \$3,596.01 | \$3,596.01 |
| 29 | Yanc, Walter J & Geraldine M | Yellowstone Club Estates, 1st | 2 | 20 | CO3241 | 15,000 | 1 | 15,000.00 | \$3,486.76 | \$3,486.76 |
| 30 | Hargrove, Daniel & Ruth | Yellowstone Club Estates, 1st | 2 | 21 | CO3242 | 15,000 | 1 | 15,000.00 | \$3,486.76 | \$3,486.76 |
| 31 | Budke, Wesley E Trustee | Yellowstone Club Estates, 1st | 2 | 22 | CO3243 | 16,155 | 1 | 16,155.00 | \$3,755.24 | \$3,755.24 |
| 32 | Potter, Kirk A & Nancy K | Yellowstone Club Estates, 1st | 2 | 23 | CO3244 | 20,987 | 1 | 20,987.00 | \$4,878.44 | \$4,878.44 |
| 33 | Svedberg, Rodney E | Yellowstone Club Estates, 1st | 2 | 24 | CO3245 | 16,810 | 1 | 16,810.00 | \$3,907.49 | \$3,907.49 |
| 34 | Zagel, Bruce R & Kathleen R | Yellowstone Club Estates, 1st | 2 | 25 | CO3246 | 16,319 | 1 | 16,319.00 | \$3,793.36 | \$3,793.36 |
| 35 | Sauers, Daniel R | Yellowstone Club Estates, 1st | 2 | 26 | CO3247 | 15,600 | 1 | 15,600.00 | \$3,626.23 | \$3,626.23 |
| 36 | Wilkinson, Joan R | Yellowstone Club Estates, 2nd | 3 | 1 | CO3248 | 28,094 | 1 | 25,094.00 | \$5,833.11 | \$5,833.11 |
| 37 | Clark, Beverly J Trustee | Yellowstone Club Estates, 2nd | 3 | 2 | CO3249 | 24,871 | 1 | 24,871.00 | \$5,781.28 | \$5,781.28 |
| 38 | Mcdermott, Robert W & Sharon M | Yellowstone Club Estates, 2nd | 3 | 3 | CO3250 | 23,030 | 1 | 23,030.00 | \$5,353.34 | \$5,353.34 |
| 39 | Kastrop, Marvin C & Judy Trust | Yellowstone Club Estates, 2nd | 3 | 4 | CO3251 | 28,277 | 1 | 28,277.00 | \$6,573.01 | \$6,573.01 |
| 40 | Groz, Douglas W | Yellowstone Club Estates, 2nd | 3 | 5 | CO3252 | 21,837 | 1 | 21,837.00 | \$5,076.02 | \$5,076.02 |
| 41 | Ockerman, Michael | Yellowstone Club Estates, 2nd | 3 | 6 | CO3253 | 24,382 | 1 | 24,382.00 | \$5,667.61 | \$5,667.61 |
| 42 | Aasy, Alissa Ann (1/11) & | Yellowstone Club Estates, 2nd | 3 | 7 | CO3254 | 18,342 | 1 | 18,342.00 | \$4,263.61 | \$4,263.61 |
| 43 | Richier, Frank C | Yellowstone Club Estates, 2nd | 3 | 8 | CO3255 | 19,600 | 1 | 19,600.00 | \$4,556.03 | \$4,556.03 |
| 44 | Keller, Susan K & Gregory C | Yellowstone Club Estates, 2nd | 3 | 9 | CO3256 | 17,423 | 1 | 17,423.00 | \$4,049.99 | \$4,049.99 |

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|----|--------------------------------|-------------------------------|---|----|---------|--------|---|-----------|------------|------------|
| 45 | Stockton, Dan E Jr & Jana | Yellowstone Club Estates, 2nd | 3 | 10 | CO3257 | 15,749 | 1 | 15,749.00 | \$3,660.86 | \$3,660.86 |
| 46 | Kaznierski, Fred & Nan A | Yellowstone Club Estates, 2nd | 3 | 11 | CO3258 | 15,800 | 1 | 15,800.00 | \$3,672.72 | \$3,672.72 |
| 47 | Carrson, Bruce R & Judith A | Yellowstone Club Estates, 2nd | 3 | 12 | CO3259 | 18,008 | 1 | 18,008.00 | \$4,185.97 | \$4,185.97 |
| 48 | Danielsen, Stanley R & Fay S | Yellowstone Club Estates, 2nd | 3 | 13 | CO3260 | 18,494 | 1 | 18,494.00 | \$4,298.94 | \$4,298.94 |
| 49 | Adam, Roger L & Barb E | Yellowstone Club Estates, 2nd | 3 | 14 | CO3261 | 22,221 | 1 | 22,221.00 | \$5,165.28 | \$5,165.28 |
| 50 | Stanley, Barbara T & | Yellowstone Club Estates, 2nd | 3 | 15 | CO3262 | 15,851 | 1 | 15,851.00 | \$3,684.57 | \$3,684.57 |
| 51 | Oleon, Merry Lee | Yellowstone Club Estates, 2nd | 3 | 16 | CO3263 | 20,410 | 1 | 20,410.00 | \$4,744.32 | \$4,744.32 |
| 52 | Mccalla, Sylvia P | Yellowstone Club Estates, 2nd | 3 | 17 | CO3264 | 20,924 | 1 | 20,924.00 | \$4,863.80 | \$4,863.80 |
| 53 | Pittack, Van E & Cheryl J | Yellowstone Club Estates, 2nd | 4 | 1 | CO3265 | 16,592 | 1 | 16,592.00 | \$3,856.82 | \$3,856.82 |
| 54 | Hestings, Michael L | Yellowstone Club Estates, 2nd | 4 | 2 | CO3266 | 15,247 | 1 | 15,247.00 | \$3,544.17 | \$3,544.17 |
| 55 | Maier, Dennis W & Susan G | Yellowstone Club Estates, 2nd | 4 | 3 | CO3267 | 15,120 | 1 | 15,120.00 | \$3,514.65 | \$3,514.65 |
| 56 | Laine, Arthur Lee & Susan L | Yellowstone Club Estates, 2nd | 4 | 4 | CO3268 | 15,120 | 1 | 15,120.00 | \$3,514.65 | \$3,514.65 |
| 57 | Jacobson, John W & Joan E Hans | Yellowstone Club Estates, 2nd | 4 | 5 | CO3269 | 15,120 | 1 | 15,120.00 | \$3,514.65 | \$3,514.65 |
| 58 | Hardy, Gregory N & Carol J | Yellowstone Club Estates, 2nd | 4 | 6 | CO3270 | 15,120 | 1 | 15,120.00 | \$3,514.65 | \$3,514.65 |
| 59 | Nicholson, Phillip H & Sharon | Yellowstone Club Estates, 2nd | 4 | 7 | CO3271 | 15,120 | 1 | 15,120.00 | \$3,514.65 | \$3,514.65 |
| 60 | Huschka, Steve | Yellowstone Club Estates, 2nd | 4 | 8 | CO3272 | 15,120 | 1 | 15,120.00 | \$3,514.65 | \$3,514.65 |
| 61 | Bergeson, Robert W & Linda R | Yellowstone Club Estates, 2nd | 4 | 9 | CO3273 | 15,120 | 1 | 15,120.00 | \$3,514.65 | \$3,514.65 |
| 62 | Wedd, Arvid B & Exel L | Yellowstone Club Estates, 2nd | 4 | 10 | CO3274 | 15,120 | 1 | 15,120.00 | \$3,514.65 | \$3,514.65 |
| 63 | Brown, Randolph A & Diana C | Yellowstone Club Estates, 2nd | 4 | 11 | CO3275 | 15,525 | 1 | 15,525.00 | \$3,608.80 | \$3,608.80 |
| 64 | Spoonemore, William D & Betty | Yellowstone Club Estates, 2nd | 5 | 1 | CO3276 | 16,200 | 1 | 16,200.00 | \$3,765.70 | \$3,765.70 |
| 65 | Seape, Elizabeth Marie | Yellowstone Club Estates, 2nd | 5 | 2 | CO3276A | 15,120 | 1 | 15,120.00 | \$3,514.65 | \$3,514.65 |
| 66 | Gill, Carmela Campanian & La | Yellowstone Club Estates, 2nd | 5 | 3 | CO3276B | 15,120 | 1 | 15,120.00 | \$3,514.65 | \$3,514.65 |
| 67 | Helten, Steven L & Jeanette L | Yellowstone Club Estates, 2nd | 5 | 4 | CO3277 | 15,120 | 1 | 15,120.00 | \$3,514.65 | \$3,514.65 |
| 68 | Wayland & Sons Properties Llc | Yellowstone Club Estates, 2nd | 5 | 5 | CO3277A | 15,120 | 1 | 15,120.00 | \$3,514.65 | \$3,514.65 |
| 69 | Rodriguez, Daniel V & Teresa M | Yellowstone Club Estates, 2nd | 5 | 6 | CO3278 | 15,120 | 1 | 15,120.00 | \$3,514.65 | \$3,514.65 |
| 70 | Judson, Gregory L | Yellowstone Club Estates, 2nd | 5 | 7 | CO3278A | 16,086 | 1 | 16,086.00 | \$3,739.20 | \$3,739.20 |
| 71 | Freyer Montana Properties Llc | Yellowstone Club Estates, 2nd | 5 | 8 | CO3278B | 15,019 | 1 | 15,019.00 | \$3,491.18 | \$3,491.18 |
| 72 | Hille, Larry R & Lottie L | Yellowstone Club Estates, 2nd | 5 | 9 | CO32789 | 15,019 | 1 | 15,019.00 | \$3,491.18 | \$3,491.18 |

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|-----|--------------------------------|-------------------------------|---|-----|---------|--------|---|-----------|------------|------------|
| 73 | Speare, William J & Lisa A | Yellowstone Club Estates, 2nd | 5 | 70 | C03279 | 15,033 | 1 | 15,033.00 | \$3,494.43 | \$3,494.43 |
| 74 | Clark, Florence L & | Yellowstone Club Estates, 2nd | 5 | 11A | C03279A | 15,033 | 1 | 15,033.00 | \$3,494.43 | \$3,494.43 |
| 75 | Lovess, Douglas M & Shelley | Yellowstone Club Estates, 2nd | 5 | 12A | C03279B | 15,033 | 1 | 15,033.00 | \$3,494.43 | \$3,494.43 |
| 76 | Moats, Gerald W & Cynthia A | Yellowstone Club Estates, 2nd | 5 | 13 | C03280 | 15,067 | 1 | 15,067.00 | \$3,502.33 | \$3,502.33 |
| 77 | Daughton, Bruce & Mary Pat | Yellowstone Club Estates, 2nd | 5 | 14 | C03280A | 15,120 | 1 | 15,120.00 | \$3,514.65 | \$3,514.65 |
| 78 | Ward, Ronnie L & Brenda K | Yellowstone Club Estates, 2nd | 5 | 15 | C03280B | 15,120 | 1 | 15,120.00 | \$3,514.65 | \$3,514.65 |
| 79 | Zuck, Darlene | Yellowstone Club Estates, 2nd | 5 | 16 | C03280C | 15,120 | 1 | 15,120.00 | \$3,514.65 | \$3,514.65 |
| 80 | Guyer, James W & | Yellowstone Club Estates, 2nd | 5 | 17 | C03281 | 15,120 | 1 | 15,120.00 | \$3,514.65 | \$3,514.65 |
| 81 | Sado, Steven J & Carol A | Yellowstone Club Estates, 2nd | 5 | 19A | C03281A | 14,445 | 1 | 14,445.00 | \$3,357.75 | \$3,357.75 |
| 82 | Lucero, Jeffrey M & | Yellowstone Club Estates, 2nd | 5 | 19A | C03281B | 15,189 | 1 | 15,189.00 | \$3,530.69 | \$3,530.69 |
| 83 | Witcox, John H & Ann E | Yellowstone Club Estates, 2nd | 5 | 20A | C03281C | 15,972 | 1 | 15,972.00 | \$3,712.70 | \$3,712.70 |
| 84 | Eisele, Barton G & Shirley L | Yellowstone Club Estates, 2nd | 6 | 1 | C03282 | 18,820 | 1 | 18,820.00 | \$4,374.72 | \$4,374.72 |
| 85 | Davis, Edward L & Erienne W | Yellowstone Club Estates, 2nd | 6 | 2 | C03282A | 15,525 | 1 | 15,525.00 | \$3,608.80 | \$3,608.80 |
| 86 | Durrett, Steven D & Julie L | Yellowstone Club Estates, 2nd | 6 | 3 | C03282B | 15,525 | 1 | 15,525.00 | \$3,608.80 | \$3,608.80 |
| 87 | Auker, George H & Laura A | Yellowstone Club Estates, 2nd | 6 | 4 | C03283 | 15,525 | 1 | 15,525.00 | \$3,608.80 | \$3,608.80 |
| 88 | Temple, Joseph L & Marie E | Yellowstone Club Estates, 2nd | 6 | 5 | C03283A | 15,525 | 1 | 15,525.00 | \$3,608.80 | \$3,608.80 |
| 89 | Robison, George Stephen & | Yellowstone Club Estates, 2nd | 6 | 7 | C03284 | 10,890 | 1 | 10,890.00 | \$2,531.39 | \$2,531.39 |
| 90 | Gunn, Guy C & Lucia H | Yellowstone Club Estates, 2nd | 6 | 8 | C03284A | 15,213 | 1 | 15,213.00 | \$3,536.27 | \$3,536.27 |
| 91 | Ganville, Frederick E & Laurie | Yellowstone Club Estates, 2nd | 6 | 9 | C03284B | 16,472 | 1 | 16,472.00 | \$3,828.93 | \$3,828.93 |
| 92 | Brown-Green, Stacy L | Yellowstone Club Estates, 2nd | 6 | 10 | C03285 | 15,833 | 1 | 15,833.00 | \$3,680.39 | \$3,680.39 |
| 93 | Slart, David L & Joey G | Yellowstone Club Estates, 2nd | 6 | 11 | C03285A | 15,930 | 1 | 15,930.00 | \$3,702.94 | \$3,702.94 |
| 94 | Okray, Michael | Yellowstone Club Estates, 2nd | 6 | 12 | C03286 | 16,202 | 1 | 16,202.00 | \$3,766.16 | \$3,766.16 |
| 95 | Volek, Stephen F & Christina F | Yellowstone Club Estates, 2nd | 6 | 13 | C03286A | 17,878 | 1 | 17,878.00 | \$4,155.75 | \$4,155.75 |
| 96 | Gedwin, David J | Yellowstone Club Estates, 2nd | 6 | 14 | C03286B | 15,525 | 1 | 15,525.00 | \$3,608.80 | \$3,608.80 |
| 97 | Cobb, Joan D & Edmund I | Yellowstone Club Estates, 2nd | 6 | 15 | C03287 | 15,525 | 1 | 15,525.00 | \$3,608.80 | \$3,608.80 |
| 98 | Ballantyne, Frances | Yellowstone Club Estates, 2nd | 6 | 16 | C03287A | 15,525 | 1 | 15,525.00 | \$3,608.80 | \$3,608.80 |
| 99 | Young, Beverly L | Yellowstone Club Estates, 2nd | 6 | 17 | C03287B | 15,525 | 1 | 15,525.00 | \$3,608.80 | \$3,608.80 |
| 100 | Song, Ricky K & Song | Yellowstone Club Estates, 2nd | 6 | 18 | C03287C | 15,525 | 1 | 15,525.00 | \$3,608.80 | \$3,608.80 |

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| 101 | Hedge, John & Kathy | Yellowstone Club Estates, 2nd | 6 | 19 | CO3288 | 16,178 | 1 | 16,178.00 | \$3,760.59 | \$3,760.59 |
| 102 | Reim, Richard H | Yellowstone Club Estates, 2nd | 6 | 20 | CO3288A | 16,093 | 1 | 16,093.00 | \$3,740.83 | \$3,740.83 |
| 103 | Compton, Bryan | Yellowstone Club Estates, 2nd | 6 | 21 | CO3288B | 17,828 | 1 | 17,825.00 | \$4,143.43 | \$4,143.43 |
| 104 | Fischer, Dwight & Donna | Yellowstone Club Estates, 2nd | 7 | 1 | CO3288 | 17,497 | 1 | 17,497.00 | \$4,067.19 | \$4,067.19 |
| 105 | Loucks, Robert & Stacy | Yellowstone Club Estates, 2nd | 7 | 2 | CO3290 | 16,098 | 1 | 15,098.00 | \$3,509.54 | \$3,509.54 |
| 106 | Parson, Candye F Aka Cassandr | Yellowstone Club Estates, 2nd | 7 | 3 | CO3290A | 15,120 | 1 | 15,120.00 | \$3,514.65 | \$3,514.65 |
| 107 | Halsted, John L & Mary B | Yellowstone Club Estates, 2nd | 7 | 4 | CO3290B | 15,120 | 1 | 15,120.00 | \$3,514.65 | \$3,514.65 |
| 108 | Boto, David A & Linka K | Yellowstone Club Estates, 2nd | 7 | 5 | CO3291 | 15,120 | 1 | 15,120.00 | \$3,514.65 | \$3,514.65 |
| 109 | Jedorski, Daniel J & June M | Yellowstone Club Estates, 2nd | 7 | 6 | CO3291A | 15,120 | 1 | 15,120.00 | \$3,514.65 | \$3,514.65 |
| 110 | Bach, Donald G & Kristine A | Yellowstone Club Estates, 2nd | 7 | 7 | CO3291B | 15,120 | 1 | 15,120.00 | \$3,514.65 | \$3,514.65 |
| 111 | Gillard Family Trust | Yellowstone Club Estates, 2nd | 7 | 8 | CO3292 | 15,120 | 1 | 15,120.00 | \$3,514.65 | \$3,514.65 |
| 112 | Smith, Ronda S | Yellowstone Club Estates, 2nd | 7 | 9 | CO3292A | 15,996 | 1 | 15,996.00 | \$3,718.28 | \$3,718.28 |
| 113 | Waggoner, Caroline | Yellowstone Club Estates, 2nd | 7 | 10 | CO3292B | 15,372 | 1 | 15,372.00 | \$3,573.23 | \$3,573.23 |
| 114 | Ward, Richard A | Yellowstone Club Estates, 2nd | 7 | 11 | CO3293 | 16,000 | 1 | 16,000.00 | \$3,719.21 | \$3,719.21 |
| 115 | Allen, Karen V & James S | Yellowstone Club Estates, 2nd | 7 | 12 | CO3293A | 16,366 | 1 | 16,366.00 | \$3,804.29 | \$3,804.29 |
| 116 | Donahue, Brian T & Tom M | Yellowstone Club Estates, 2nd | 7 | 13 | CO3294 | 17,878 | 1 | 17,878.00 | \$4,155.75 | \$4,155.75 |
| 117 | Mosbeugh, Keith R & Joanne E | Yellowstone Club Estates, 2nd | 7 | 14A | CO3295 | 15,740 | 1 | 15,740.00 | \$3,658.77 | \$3,658.77 |
| 118 | Hardy Builders Inc | Yellowstone Club Estates, 2nd | 7 | 15A | CO3296 | 14,500 | 1 | 14,500.00 | \$3,370.53 | \$3,370.53 |
| 119 | Gallup, Larry J & Meleoy | Yellowstone Club Estates, 2nd | 7 | 16 | CO3297 | 15,120 | 1 | 15,120.00 | \$3,514.65 | \$3,514.65 |
| 120 | Williams, Daniel R & Lisa M | Yellowstone Club Estates, 2nd | 7 | 17 | CO3298 | 15,120 | 1 | 15,120.00 | \$3,514.65 | \$3,514.65 |
| 121 | Heddenhorst, George W & | Yellowstone Club Estates, 2nd | 7 | 19 | CO3300 | 15,126 | 1 | 15,126.00 | \$3,516.05 | \$3,516.05 |
| 122 | Rudledge, David S & Janette G | Yellowstone Club Estates, 2nd | 7 | 20 | CO3301 | 15,464 | 1 | 15,464.00 | \$3,594.62 | \$3,594.62 |
| 123 | Dolan, Eugen J & Marietta | Yellowstone Club Estates, 2nd | 7 | 21 | CO3302 | 19,719 | 1 | 19,719.00 | \$4,583.69 | \$4,583.69 |
| 124 | Peterson, Donald Glenn | Yellowstone Club Estates, 2nd | 8 | 1 | CO3303 | 15,847 | 1 | 15,847.00 | \$3,683.64 | \$3,683.64 |
| 125 | Matts, Steven T & Karen J | Yellowstone Club Estates, 2nd | 8 | 2 | CO3304 | 15,086 | 1 | 15,086.00 | \$3,506.75 | \$3,506.75 |
| 126 | Shenoud, David A & Karen A | Yellowstone Club Estates, 2nd | 8 | 3 | CO3305 | 15,820 | 1 | 15,820.00 | \$3,677.37 | \$3,677.37 |
| 127 | Palta, Mark E & Teri L | Yellowstone Club Estates, 2nd | 8 | 4 | CO3306 | 15,820 | 1 | 15,820.00 | \$3,677.37 | \$3,677.37 |
| 128 | Shinn, Robert J & Marilyn B | Yellowstone Club Estates, 2nd | 8 | 5 | CO3307 | 15,820 | 1 | 15,820.00 | \$3,677.37 | \$3,677.37 |

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| 129 | Mogovern, Lawrence T & Joanne | Yellowstone Club Estates, 2nd | 8 | 6 | CO3308 | 16,820 | 1 | 15,820.00 | \$3,677.37 | \$3,677.37 |
| 130 | Hansen, Wayne L & Claire P | Yellowstone Club Estates, 2nd | 8 | 7 | CO3309 | 16,820 | 1 | 15,820.00 | \$3,677.37 | \$3,677.37 |
| 131 | Johnson, Jeffrey S & | Yellowstone Club Estates, 2nd | 8 | 8 | CO3310 | 16,820 | 1 | 15,820.00 | \$3,677.37 | \$3,677.37 |
| 132 | Laveau, Paul Trustee | Yellowstone Club Estates, 2nd | 8 | 9 | CO3311 | 16,886 | 1 | 16,385.00 | \$3,808.70 | \$3,808.70 |
| 133 | Butler, Lowell L & Kathleen A | Yellowstone Club Estates, 2nd | 8 | 10 | CO3312 | 17,275 | 1 | 17,275.00 | \$4,015.58 | \$4,015.58 |
| 134 | Rosati, Robert J & Marian M | Yellowstone Club Estates, 2nd | 8 | 11 | CO3313 | 16,142 | 1 | 16,142.00 | \$3,752.22 | \$3,752.22 |
| 135 | Curry, Cheryl L & Pat A | Yellowstone Club Estates, 2nd | 8 | 12 | CO3314 | 15,333 | 1 | 15,333.00 | \$3,564.16 | \$3,564.16 |
| 136 | Reinking, Jeff E & Patricia | Yellowstone Club Estates, 2nd | 8 | 13 | CO3315 | 17,485 | 1 | 17,485.00 | \$4,064.40 | \$4,064.40 |
| 137 | Johns, Mele P & Diane M | Yellowstone Club Estates, 2nd | 8 | 14 | CO3316 | 20,825 | 1 | 20,825.00 | \$4,840.78 | \$4,840.78 |
| 138 | Smoot, Suzanne L | Yellowstone Club Estates, 2nd | 8 | 15 | CO3317 | 25,106 | 1 | 25,106.00 | \$5,835.90 | \$5,835.90 |
| 139 | Schabacker, Michael H & Rebekc | Yellowstone Club Estates, 2nd | 8 | 16 | CO3318 | 21,025 | 1 | 21,025.00 | \$4,887.27 | \$4,887.27 |
| 140 | Mock, Gregory P & Ellen J | Yellowstone Club Estates, 2nd | 8 | 17 | CO3319 | 18,346 | 1 | 18,346.00 | \$4,264.54 | \$4,264.54 |
| 141 | Tomaszewski, Maciej & Nina | Yellowstone Club Estates, 2nd | 8 | 18 | CO3320 | 17,923 | 1 | 17,923.00 | \$4,166.21 | \$4,166.21 |
| 142 | Bernard, Roger E | Yellowstone Club Estates, 2nd | 8 | 19 | CO3321 | 17,374 | 1 | 17,374.00 | \$4,038.60 | \$4,038.60 |
| 143 | Nigh, David G & Sarah P Truste | Yellowstone Club Estates, 2nd | 8 | 20 | CO3322 | 17,161 | 1 | 17,161.00 | \$3,989.08 | \$3,989.08 |
| 144 | King, Michael G & Sandra M | Yellowstone Club Estates, 3rd | 9 | 1 | CO3323 | 16,594 | 1 | 16,594.00 | \$3,857.28 | \$3,857.28 |
| 145 | Fantis, Jerome A Q & Patricia M | Yellowstone Club Estates, 3rd | 9 | 2 | CO3323A | 18,576 | 1 | 18,576.00 | \$4,318.00 | \$4,318.00 |
| 146 | Grosulak, Duane D & Ann F | Yellowstone Club Estates, 3rd | 9 | 3 | CO3324 | 24,107 | 1 | 24,107.00 | \$5,603.69 | \$5,603.69 |
| 147 | Zavitz, Richard J | Yellowstone Club Estates, 3rd | 9 | 4 | CO3325 | 19,966 | 1 | 19,956.00 | \$4,638.78 | \$4,638.78 |
| 148 | Norwood, E Earl | Yellowstone Club Estates, 3rd | 9 | 5 | CO3326 | 18,212 | 1 | 18,212.00 | \$4,233.39 | \$4,233.39 |
| 149 | Melzer, Richard B & Elizabeth | Yellowstone Club Estates, 3rd | 9 | 6 | CO3327 | 16,970 | 1 | 16,970.00 | \$3,944.69 | \$3,944.69 |
| 150 | Britten, Michael T & Linda J | Yellowstone Club Estates, 3rd | 9 | 7 | CO3328 | 18,001 | 1 | 18,001.00 | \$4,184.34 | \$4,184.34 |
| 151 | Black, William S | Yellowstone Club Estates, 3rd | 9 | 8 | CO3329 | 16,668 | 1 | 16,668.00 | \$3,874.49 | \$3,874.49 |
| 152 | Hodges, David N & Kathryn L | Yellowstone Club Estates, 3rd | 9 | 9 | CO3330 | 17,400 | 1 | 17,400.00 | \$4,044.64 | \$4,044.64 |
| 153 | Brown, Alma C & | Yellowstone Club Estates, 3rd | 9 | 10 | CO3331 | 15,240 | 1 | 15,240.00 | \$3,542.55 | \$3,542.55 |
| 154 | Heinemann, Ralph D & Marilyn J | Yellowstone Club Estates, 3rd | 9 | 11 | CO3331A | 16,350 | 1 | 16,350.00 | \$3,800.57 | \$3,800.57 |
| 155 | Mitchell, Jeffrey | Yellowstone Club Estates, 3rd | 9 | 12 | CO3331B | 16,388 | 1 | 16,388.00 | \$3,809.40 | \$3,809.40 |
| 156 | Wilson, Claudia P & Steven B | Yellowstone Club Estates, 3rd | 9 | 13 | CO3332 | 15,664 | 1 | 15,664.00 | \$3,645.75 | \$3,645.75 |

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|-----|---------------------------------|-------------------------------|----|----|---------|--------|---|-----------|------------|------------|
| 157 | Wilson, James V & Nancy J | Yellowstone Club Estates, 3rd | 9 | 14 | CO3332A | 15,120 | 1 | 15,120.00 | \$3,514.65 | \$3,514.65 |
| 158 | Franko, Martin H & Kathy Jo | Yellowstone Club Estates, 3rd | 9 | 15 | CO3332B | 15,120 | 1 | 15,120.00 | \$3,514.65 | \$3,514.65 |
| 159 | Thompson, Thomas G | Yellowstone Club Estates, 3rd | 9 | 16 | CO3333 | 15,120 | 1 | 15,120.00 | \$3,514.65 | \$3,514.65 |
| 160 | Bartel, Robert P & Rosalie D | Yellowstone Club Estates, 3rd | 9 | 17 | CO3333A | 15,120 | 1 | 15,120.00 | \$3,514.65 | \$3,514.65 |
| 161 | Burns, Jack G & Laurie L | Yellowstone Club Estates, 3rd | 9 | 18 | CO3334 | 16,853 | 1 | 16,853.00 | \$3,917.49 | \$3,917.49 |
| 162 | Graham, Christopher | Yellowstone Club Estates, 3rd | 9 | 19 | CO3335 | 16,449 | 1 | 16,449.00 | \$3,823.58 | \$3,823.58 |
| 163 | Roberts, Donald L & Carol W | Yellowstone Club Estates, 3rd | 9 | 20 | CO3336 | 16,060 | 1 | 15,060.00 | \$3,500.71 | \$3,500.71 |
| 164 | Tidwell, Daniel E | Yellowstone Club Estates, 3rd | 9 | 21 | CO3337 | 15,120 | 1 | 15,120.00 | \$3,514.65 | \$3,514.65 |
| 165 | Carvan, Robert H & Altha A | Yellowstone Club Estates, 3rd | 9 | 22 | CO3338 | 15,390 | 1 | 15,390.00 | \$3,577.41 | \$3,577.41 |
| 166 | Largemeier, Marilyn | Yellowstone Club Estates, 3rd | 10 | 1 | CO3339 | 17,400 | 1 | 17,400.00 | \$4,044.64 | \$4,044.64 |
| 167 | Taaland, Herbert L & Mary | Yellowstone Club Estates, 3rd | 10 | 2 | CO3340 | 16,814 | 1 | 16,814.00 | \$3,908.42 | \$3,908.42 |
| 168 | Harvey, Brian | Yellowstone Club Estates, 3rd | 10 | 3 | CO3340A | 18,388 | 1 | 18,388.00 | \$4,269.65 | \$4,269.65 |
| 169 | Michael, Daniel W & Kathy S | Yellowstone Club Estates, 3rd | 10 | 4 | CO3340B | 16,669 | 1 | 16,669.00 | \$3,874.72 | \$3,874.72 |
| 170 | Murphy, Gregory G & Katherine | Yellowstone Club Estates, 3rd | 10 | 5 | CO3340C | 16,320 | 1 | 16,320.00 | \$3,793.59 | \$3,793.59 |
| 171 | Westerlund, Christopher R | Yellowstone Club Estates, 3rd | 10 | 6 | CO3341 | 16,200 | 1 | 16,200.00 | \$3,765.70 | \$3,765.70 |
| 172 | Larsen, Lloyd | Yellowstone Club Estates, 3rd | 10 | 7 | CO3341A | 16,200 | 1 | 16,200.00 | \$3,765.70 | \$3,765.70 |
| 173 | Murray, Michael F & Denise R | Yellowstone Club Estates, 3rd | 10 | 8 | CO3341B | 16,200 | 1 | 16,200.00 | \$3,765.70 | \$3,765.70 |
| 174 | Canill, Patrick J & Eena R | Yellowstone Club Estates, 3rd | 10 | 9 | CO3342 | 16,200 | 1 | 16,200.00 | \$3,765.70 | \$3,765.70 |
| 175 | Sailey, John M & Gayle L - 50% | Yellowstone Club Estates, 3rd | 10 | 10 | CO3343 | 15,528 | 1 | 15,528.00 | \$3,609.49 | \$3,609.49 |
| 176 | Heynes, Mark J | Yellowstone Club Estates, 3rd | 10 | 11 | CO3343A | 15,120 | 1 | 15,120.00 | \$3,514.65 | \$3,514.65 |
| 177 | Torres, Rudolph M & Vicki Annun | Yellowstone Club Estates, 3rd | 10 | 12 | CO3344 | 15,120 | 1 | 15,120.00 | \$3,514.65 | \$3,514.65 |
| 178 | Bukowski, Gene W & Cynthia L | Yellowstone Club Estates, 3rd | 10 | 13 | CO3345 | 15,120 | 1 | 15,120.00 | \$3,514.65 | \$3,514.65 |
| 179 | Degnan, Carol W | Yellowstone Club Estates, 3rd | 10 | 14 | CO3345A | 15,120 | 1 | 15,120.00 | \$3,514.65 | \$3,514.65 |
| 180 | Strong, Douglas W | Yellowstone Club Estates, 3rd | 10 | 15 | CO3345B | 15,120 | 1 | 15,120.00 | \$3,514.65 | \$3,514.65 |
| 181 | Hurburt, Marcia A | Yellowstone Club Estates, 3rd | 10 | 16 | CO3346 | 15,034 | 1 | 15,034.00 | \$3,494.66 | \$3,494.66 |
| 182 | Moranly, Judy C | Yellowstone Club Estates, 3rd | 10 | 17 | CO3346A | 15,093 | 1 | 15,093.00 | \$3,508.38 | \$3,508.38 |
| 183 | Carlson, Cynthia K | Yellowstone Club Estates, 3rd | 10 | 18 | CO3346B | 15,078 | 1 | 15,078.00 | \$3,504.89 | \$3,504.89 |
| 184 | Fujayek, Kevin M & Jamil L | Yellowstone Club Estates, 3rd | 10 | 19 | CO3347 | 15,525 | 1 | 15,525.00 | \$3,608.80 | \$3,608.80 |

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|-----|--------------------------------|-------------------------------|----|--------------------|---------|--------|---|-----------|------------|------------|
| 185 | McIntlock Family Trust 1/2 IE | Yellowstone Club Estates, 4th | 11 | 1 | C03348 | 15,875 | 1 | 15,875.00 | \$3,690.15 | \$3,690.15 |
| 186 | Ruhr, Ben B & Ann E Trustees | Yellowstone Club Estates, 4th | 11 | 2 | C03349 | 16,435 | 1 | 16,435.00 | \$3,820.33 | \$3,820.33 |
| 187 | Lapito, Leo | Yellowstone Club Estates, 4th | 11 | 3 | C03380 | 16,400 | 1 | 16,400.00 | \$3,812.19 | \$3,812.19 |
| 188 | Hellinger, Robert & Larana Mar | Yellowstone Club Estates, 4th | 11 | 4 | C03390A | 15,073 | 1 | 15,073.00 | \$3,503.73 | \$3,503.73 |
| 189 | Kreiberg, Patsy Lee | Yellowstone Club Estates, 4th | 11 | 5 | C03351 | 15,048 | 1 | 15,048.00 | \$3,497.92 | \$3,497.92 |
| 190 | Rocky Mountain Aircraft Leasin | Yellowstone Club Estates, 4th | 11 | 6 | C03392 | 15,625 | 1 | 15,625.00 | \$3,632.04 | \$3,632.04 |
| 191 | Stratford, Dorothy | Yellowstone Club Estates, 4th | 11 | 7 | C03353 | 15,625 | 1 | 15,625.00 | \$3,632.04 | \$3,632.04 |
| 192 | Cooke, Carolee F | Yellowstone Club Estates, 4th | 12 | 1 | C03395 | 15,625 | 1 | 15,625.00 | \$3,632.04 | \$3,632.04 |
| 193 | Green, Stacy | Yellowstone Club Estates, 4th | 12 | 2 | C03396 | 15,592 | 1 | 15,532.00 | \$3,610.42 | \$3,610.42 |
| 194 | Jockers, Nancy L | Yellowstone Club Estates, 4th | 12 | 3 | C03357 | 16,020 | 1 | 16,020.00 | \$3,723.86 | \$3,723.86 |
| 195 | Weber, Marilyn D | Yellowstone Club Estates, 4th | 12 | 4 | C03358 | 15,000 | 1 | 15,000.00 | \$3,486.76 | \$3,486.76 |
| 196 | Halverson, James R | Yellowstone Club Estates, 4th | 12 | 5 | C03359 | 15,410 | 1 | 15,410.00 | \$3,582.06 | \$3,582.06 |
| 197 | Hanstrom, Mary Elizabeth | Yellowstone Club Estates, 4th | 12 | 6 | C03360 | 15,414 | 1 | 15,414.00 | \$3,582.99 | \$3,582.99 |
| 198 | Schneider, Robert S & Dorothy | Yellowstone Club Estates, 4th | 12 | 7 | C03361 | 15,625 | 1 | 15,625.00 | \$3,632.04 | \$3,632.04 |
| 199 | Bloom, Kathleen Stevens | Yellowstone Club Estates, 4th | 12 | 8 | C03362 | 15,625 | 1 | 15,625.00 | \$3,632.04 | \$3,632.04 |
| 200 | Typanski, Anthony F & Virginia | Yellowstone Club Estates, 4th | 12 | 9 | C03363 | 15,400 | 1 | 15,400.00 | \$3,579.74 | \$3,579.74 |
| 201 | Andressen, Joel | Yellowstone Club Estates, 4th | 13 | 4A | C03367 | 17,228 | 1 | 17,228.00 | \$4,004.66 | \$4,004.66 |
| 202 | Scher-Dunlap, Linda | Yellowstone Club Estates, 4th | 13 | 3A, 5A, 6, 7A, 8A1 | C11621 | 11,804 | 1 | 11,804.00 | \$2,743.85 | \$2,743.85 |
| 203 | Studer, Dean P & Constance Tru | Yellowstone Club Estates, 4th | 13 | 3A, 5A, 6, 7A, 8A2 | C11622 | 11,804 | 1 | 11,804.00 | \$2,743.85 | \$2,743.85 |
| 204 | Hornes, Maurice L & Martha B | Yellowstone Club Estates, 4th | 13 | 3A, 5A, 6, 7A, 8A3 | C11623 | 11,804 | 1 | 11,804.00 | \$2,743.85 | \$2,743.85 |
| 205 | Hoyer, Paul V & Fredricka W | Yellowstone Club Estates, 4th | 13 | 3A, 5A, 6, 7A, 8A4 | C11624 | 11,804 | 1 | 11,804.00 | \$2,743.85 | \$2,743.85 |
| 206 | Langlas, David C & Virginia N | Yellowstone Club Estates, 4th | 13 | 3A, 5A, 6, 7A, 8A5 | C11625 | 11,804 | 1 | 11,804.00 | \$2,743.85 | \$2,743.85 |
| 207 | Mansfield, Ohio S Trustee (Ela | Yellowstone Club Estates, 4th | 13 | 3A, 5A, 6, 7A, 8A6 | C11626 | 11,804 | 1 | 11,804.00 | \$2,743.85 | \$2,743.85 |
| 208 | Keth, Phillip D | Yellowstone Club Estates, 4th | 13 | 3A, 5A, 6, 7A, 8A7 | C11627 | 11,804 | 1 | 11,804.00 | \$2,743.85 | \$2,743.85 |
| 209 | Hardy, Kay L Trustee | Yellowstone Club Estates, 4th | 13 | 3A, 5A, 6, 7A, 8A8 | C11628 | 11,804 | 1 | 11,804.00 | \$2,743.85 | \$2,743.85 |
| 210 | Richards, Lana Ackery | Yellowstone Club Estates, 4th | 15 | 1 | C03374 | 15,625 | 1 | 15,625.00 | \$3,632.04 | \$3,632.04 |
| 211 | Fischer, Barbara W & Wayne C | Yellowstone Club Estates, 4th | 15 | 2 | C03374A | 15,625 | 1 | 15,625.00 | \$3,632.04 | \$3,632.04 |
| 212 | Lechner, John A & Sandy | Yellowstone Club Estates, 4th | 15 | 3 | C03374B | 15,625 | 1 | 15,625.00 | \$3,632.04 | \$3,632.04 |

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|-----|--------------------------------|-------------------------------|----|----|---------|--------|---|-----------|------------|------------|
| 213 | Fitzgerald, Bart A & Diane | Yellowstone Club Estates, 4th | 15 | 4 | CO3374C | 16,834 | 1 | 15,834.00 | \$3,680.62 | \$3,680.62 |
| 214 | Grimsey, Patrick F & Lisa A | Yellowstone Club Estates, 4th | 15 | 5 | CO3375 | 15,724 | 1 | 15,724.00 | \$3,655.05 | \$3,655.05 |
| 215 | Kerrall, David | Yellowstone Club Estates, 4th | 15 | 8 | CO3377A | 19,852 | 1 | 19,852.00 | \$4,614.61 | \$4,614.61 |
| 216 | McCarthy, Victoria A & Michael | Yellowstone Club Estates, 4th | 15 | 9 | CO3377B | 18,717 | 1 | 18,717.00 | \$4,350.78 | \$4,350.78 |
| 217 | Clark, Ernest E & Dorothy A | Yellowstone Club Estates, 4th | 15 | 10 | CO3377C | 16,250 | 1 | 16,250.00 | \$3,777.32 | \$3,777.32 |
| 218 | Fry, Robert M & Sherry M | Yellowstone Club Estates, 4th | 15 | 11 | CO3377D | 16,250 | 1 | 16,250.00 | \$3,777.32 | \$3,777.32 |
| 219 | Bartholomew, Craig D & Darcy J | Yellowstone Club Estates, 4th | 16 | 1 | CO3378 | 15,625 | 1 | 15,625.00 | \$3,632.04 | \$3,632.04 |
| 220 | Manning, Thomas G & Christine | Yellowstone Club Estates, 4th | 16 | 2 | CO3379 | 15,625 | 1 | 15,625.00 | \$3,632.04 | \$3,632.04 |
| 221 | Judge, Michael J & Rosemary F | Yellowstone Club Estates, 4th | 16 | 3 | CO3380 | 15,625 | 1 | 15,625.00 | \$3,632.04 | \$3,632.04 |
| 222 | O'Brien, John M & Peggy J | Yellowstone Club Estates, 4th | 16 | 4 | CO3381 | 15,955 | 1 | 15,955.00 | \$3,708.75 | \$3,708.75 |
| 223 | Mcnea, Melvin L & Miriad E | Yellowstone Club Estates, 4th | 16 | 5 | CO3381A | 15,955 | 1 | 15,955.00 | \$3,708.75 | \$3,708.75 |
| 224 | Butler, Howard T | Yellowstone Club Estates, 4th | 16 | 6 | CO3382 | 15,085 | 1 | 15,085.00 | \$3,506.52 | \$3,506.52 |
| 225 | Mundt, Rebecca Ruth | Yellowstone Club Estates, 4th | 16 | 7 | CO3383 | 15,085 | 1 | 15,085.00 | \$3,506.52 | \$3,506.52 |
| 226 | Gray, Michael J & Rebecca J | Yellowstone Club Estates, 5th | 13 | 1A | CO3384 | 41,091 | 1 | 41,091.00 | \$9,551.63 | \$9,551.63 |
| 227 | Lindell, Scott & Jill | Yellowstone Club Estates, 6th | 20 | 1 | CO5693 | 18,930 | 1 | 18,930.00 | \$4,400.29 | \$4,400.29 |
| 228 | King, Jack E & Mary Susan | Yellowstone Club Estates, 6th | 20 | 2 | CO5694 | 16,914 | 1 | 16,914.00 | \$3,931.67 | \$3,931.67 |
| 229 | Green, John W & Carol L H Trus | Yellowstone Club Estates, 6th | 20 | 3 | CO5695 | 18,271 | 1 | 18,271.00 | \$4,247.10 | \$4,247.10 |
| 230 | Cunningham, Kenneth W III | Yellowstone Club Estates, 6th | 20 | 4 | CO5696 | 22,160 | 1 | 22,160.00 | \$5,151.10 | \$5,151.10 |
| 231 | Shirley, Clint F | Yellowstone Club Estates, 6th | 20 | 5 | CO5697 | 20,720 | 1 | 20,720.00 | \$4,816.38 | \$4,816.38 |
| 232 | Dawson, Todd E & Michelle D | Yellowstone Club Estates, 6th | 20 | 6 | CO5698 | 18,464 | 1 | 18,464.00 | \$4,291.97 | \$4,291.97 |
| 233 | Myse, Arne R & Vikki L | Yellowstone Club Estates, 6th | 20 | 7 | CO5699 | 16,441 | 1 | 16,441.00 | \$3,821.72 | \$3,821.72 |
| 234 | Martin, Bradley A | Yellowstone Club Estates, 6th | 20 | 8 | CO5700 | 16,734 | 1 | 16,734.00 | \$3,889.83 | \$3,889.83 |
| 235 | Hawker, John J | Yellowstone Club Estates, 6th | 20 | 9 | CO5701 | 16,734 | 1 | 16,734.00 | \$3,889.83 | \$3,889.83 |
| 236 | Eastwood, Helen R & Michael S | Yellowstone Club Estates, 6th | 20 | 10 | CO5702 | 17,965 | 1 | 17,965.00 | \$4,175.97 | \$4,175.97 |
| 237 | Helenthal, Steven R & Mary E | Yellowstone Club Estates, 6th | 20 | 11 | CO5703 | 18,671 | 1 | 18,671.00 | \$4,409.82 | \$4,409.82 |
| 238 | Hahn, Elwood B & Sharon A | Yellowstone Club Estates, 6th | 20 | 12 | CO5704 | 19,126 | 1 | 19,126.00 | \$4,445.85 | \$4,445.85 |
| 239 | Wing, Cheryl S | Yellowstone Club Estates, 6th | 20 | 13 | CO5705 | 20,500 | 1 | 20,500.00 | \$4,765.24 | \$4,765.24 |
| 240 | Feldman, Catherine M | Yellowstone Club Estates, 6th | 20 | 14 | CO5706 | 20,038 | 1 | 20,038.00 | \$4,657.84 | \$4,657.84 |

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|-----|--------------------------------|-------------------------------|----|----|--------|--------|---|-----------|------------|------------|
| 241 | Frank, Harold G & Edith A | Yellowstone Club Estates, 6th | 20 | 15 | C05707 | 21,359 | 1 | 21,350.00 | \$4,964.91 | \$4,964.91 |
| 242 | Swain, Brian K | Yellowstone Club Estates, 6th | 20 | 16 | C05708 | 19,148 | 1 | 19,148.00 | \$4,450.96 | \$4,450.96 |
| 243 | Habeck, Charles J & Sally J | Yellowstone Club Estates, 6th | 20 | 17 | C05709 | 17,550 | 1 | 17,550.00 | \$4,079.51 | \$4,079.51 |
| 244 | Casselman, Barbel Annken | Yellowstone Club Estates, 6th | 20 | 18 | C05710 | 19,183 | 1 | 19,183.00 | \$4,459.10 | \$4,459.10 |
| 245 | Puerrger, Robert Joseph & | Yellowstone Club Estates, 6th | 20 | 19 | C05711 | 23,245 | 1 | 23,245.00 | \$5,403.31 | \$5,403.31 |
| 246 | Daines, David T & Merveth W | Yellowstone Club Estates, 6th | 20 | 20 | C05712 | 20,803 | 1 | 20,803.00 | \$4,835.67 | \$4,835.67 |
| 247 | Replogle, Robert E | Yellowstone Club Estates, 6th | 20 | 21 | C05713 | 17,822 | 1 | 17,822.00 | \$4,142.73 | \$4,142.73 |
| 248 | Biggs, Brian | Yellowstone Club Estates, 6th | 20 | 22 | C05714 | 16,767 | 1 | 16,767.00 | \$3,897.50 | \$3,897.50 |
| 249 | Palkowski, John Mark | Yellowstone Club Estates, 6th | 20 | 23 | C05715 | 18,098 | 1 | 18,098.00 | \$4,206.89 | \$4,206.89 |
| 250 | Smith, Cary L & Susan B | Yellowstone Club Estates, 6th | 20 | 24 | C05716 | 16,734 | 1 | 16,734.00 | \$3,889.83 | \$3,889.83 |
| 251 | Nielsen, Michael D | Yellowstone Club Estates, 6th | 20 | 25 | C05717 | 16,734 | 1 | 16,734.00 | \$3,889.83 | \$3,889.83 |
| 252 | Lacey, Laura J Trustee | Yellowstone Club Estates, 6th | 20 | 26 | C05718 | 16,734 | 1 | 16,734.00 | \$3,889.83 | \$3,889.83 |
| 253 | Schmechel, Michael T & Christi | Yellowstone Club Estates, 6th | 20 | 27 | C05719 | 16,734 | 1 | 16,734.00 | \$3,889.83 | \$3,889.83 |
| 254 | Keenum, Deborah G & Robert W | Yellowstone Club Estates, 6th | 20 | 28 | C05720 | 16,734 | 1 | 16,734.00 | \$3,889.83 | \$3,889.83 |
| 255 | Gallagher, Mitchell E & Rita E | Yellowstone Club Estates, 6th | 20 | 29 | C05721 | 15,913 | 1 | 15,913.00 | \$3,698.99 | \$3,698.99 |
| 256 | Hildebrand, J Scott & Koye K | Yellowstone Club Estates, 6th | 20 | 30 | C05722 | 16,055 | 1 | 16,055.00 | \$3,731.99 | \$3,731.99 |
| 257 | McLaughlin, Robert | Yellowstone Club Estates, 6th | 21 | 1 | C05723 | 16,796 | 1 | 16,796.00 | \$3,904.24 | \$3,904.24 |
| 258 | Jenkins, Douglas A & Theresa J | Yellowstone Club Estates, 6th | 21 | 2 | C05724 | 24,617 | 1 | 24,617.00 | \$5,722.24 | \$5,722.24 |
| 259 | Purinton, Sidney C & Pamela S | Yellowstone Club Estates, 6th | 21 | 3 | C05725 | 18,920 | 1 | 18,920.00 | \$4,397.96 | \$4,397.96 |
| 260 | Hitch, George F & Amy A | Yellowstone Club Estates, 6th | 21 | 4 | C05726 | 19,397 | 1 | 19,397.00 | \$4,508.84 | \$4,508.84 |
| 261 | Bell, Lori A | Yellowstone Club Estates, 6th | 21 | 5 | C05727 | 19,980 | 1 | 19,980.00 | \$4,639.71 | \$4,639.71 |
| 262 | Lamotte, Gregory S | Yellowstone Club Estates, 6th | 21 | 6 | C05728 | 17,324 | 1 | 17,324.00 | \$4,026.97 | \$4,026.97 |
| 263 | Fideres, Chris | Yellowstone Club Estates, 6th | 21 | 7 | C05729 | 17,977 | 1 | 17,977.00 | \$4,178.76 | \$4,178.76 |
| 264 | Boschul, Fernando G & Patricia | Yellowstone Club Estates, 6th | 22 | 4 | C05730 | 18,671 | 1 | 18,671.00 | \$4,340.08 | \$4,340.08 |
| 265 | Cain, James M Jr | Yellowstone Club Estates, 6th | 22 | 5 | C05731 | 21,073 | 1 | 21,073.00 | \$4,898.43 | \$4,898.43 |
| 266 | Mackin, Robert & | Yellowstone Club Estates, 6th | 22 | 9 | C05732 | 16,331 | 1 | 16,331.00 | \$3,796.15 | \$3,796.15 |
| 267 | Parick, Robert S & Robin Zynd | Yellowstone Club Estates, 6th | 22 | 10 | C05733 | 16,486 | 1 | 16,486.00 | \$3,827.53 | \$3,827.53 |
| 268 | Stutzegger, Sol | Yellowstone Club Estates, 6th | 22 | 11 | C05734 | 24,824 | 1 | 24,824.00 | \$5,770.35 | \$5,770.35 |

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|-----|--------------------------------|-------------------------------|----|---------|--------|--------|---|-----------|------------|------------|
| 269 | Rainking, Jon K & Glenda R | Yellowstone Club Estates, 6th | 22 | 14 | C05735 | 21,917 | 1 | 21,917.00 | \$3,094.62 | \$5,094.62 |
| 270 | Spacy, Calvin J & Tamara M C | Yellowstone Club Estates, 6th | 22 | 16 | C05737 | 23,343 | 1 | 23,343.00 | \$5,426.09 | \$5,426.09 |
| 271 | Grob, Michael & Kristi | Yellowstone Club Estates, 6th | 22 | 17 | C05738 | 16,850 | 1 | 16,590.00 | \$3,847.06 | \$3,847.06 |
| 272 | Petriccione, Luke L & Donna J | Yellowstone Club Estates, 6th | 22 | 18 | C05739 | 16,210 | 1 | 16,210.00 | \$3,768.02 | \$3,768.02 |
| 273 | Schmitt, Michael E & Lori A | Yellowstone Club Estates, 6th | 22 | 19 | C05740 | 16,796 | 1 | 16,796.00 | \$3,897.27 | \$3,897.27 |
| 274 | Bush, Michael S | Yellowstone Club Estates, 6th | 22 | 27 | C05741 | 18,800 | 1 | 18,500.00 | \$4,300.34 | \$4,300.34 |
| 275 | Paste, Daniel S & Rebecca L | Yellowstone Club Estates, 6th | 22 | 28 | C05742 | 15,860 | 1 | 15,560.00 | \$3,616.93 | \$3,616.93 |
| 276 | Ortt, Bryant R & Margaret E | Yellowstone Club Estates, 6th | 22 | 29 | C05743 | 16,853 | 1 | 16,553.00 | \$3,847.75 | \$3,847.75 |
| 277 | Bowman, Warren D & Dorothy N | Yellowstone Club Estates, 6th | 22 | 36 | C05744 | 17,250 | 1 | 17,250.00 | \$4,009.77 | \$4,009.77 |
| 278 | Reiland, David W & Lynda M | Yellowstone Club Estates, 6th | 22 | 37 | C05745 | 16,800 | 1 | 16,500.00 | \$3,835.43 | \$3,835.43 |
| 279 | Micheldt, Robert G Jr & Conn | Yellowstone Club Estates, 6th | 22 | 38 | C05746 | 16,800 | 1 | 16,500.00 | \$3,835.43 | \$3,835.43 |
| 280 | Marsh, Michael J & Lorbein H | Yellowstone Club Estates, 6th | 22 | 39 | C05747 | 17,266 | 1 | 17,266.00 | \$4,013.49 | \$4,013.49 |
| 281 | Sanders, Douglas E & Cindy | Yellowstone Club Estates, 6th | 24 | 3 | C05748 | 20,518 | 1 | 20,518.00 | \$4,769.42 | \$4,769.42 |
| 282 | Berg, Orrey V | Yellowstone Club Estates, 6th | 25 | 1 | C05749 | 21,269 | 1 | 21,269.00 | \$4,943.99 | \$4,943.99 |
| 283 | Bohl, Howard H & Rosezella | Yellowstone Club Estates, 6th | 25 | 2 | C05750 | 25,387 | 1 | 25,387.00 | \$5,901.22 | \$5,901.22 |
| 284 | Batterschlag, Nelson & Lucinda | Yellowstone Club Estates, 6th | 25 | 3 | C05751 | 22,075 | 1 | 22,075.00 | \$5,131.35 | \$5,131.35 |
| 285 | Dawey, David & Lisa A | Yellowstone Club Estates, 6th | 25 | 4 | C05752 | 17,250 | 1 | 17,250.00 | \$4,009.77 | \$4,009.77 |
| 286 | Rocky Mountain Aircraft Leasin | Yellowstone Club Estates, 6th | 25 | 5 | C05753 | 17,110 | 1 | 17,110.00 | \$3,977.23 | \$3,977.23 |
| 287 | Lucas, Matthew S | Yellowstone Club Estates, 6th | 25 | 6 | C05754 | 24,981 | 1 | 24,961.00 | \$5,802.20 | \$5,802.20 |
| 288 | Sutton, Harold & Susan | Yellowstone Club Estates, 6th | 25 | 7 | C05755 | 25,980 | 1 | 25,980.00 | \$6,039.07 | \$6,039.07 |
| 289 | Boyer, James W & Joann | Yellowstone Club Estates, 6th | 25 | 8A | C05756 | 24,342 | 1 | 24,342.00 | \$5,658.31 | \$5,658.31 |
| 290 | Cole, William A & Arne R | Yellowstone Club Estates, 6th | 25 | 9A, 10A | C05758 | 36,850 | 1 | 36,850.00 | \$8,565.80 | \$8,565.80 |
| 291 | Starr, Sterling V & Joan E Tru | Yellowstone Club Estates, 6th | 25 | 11 | C05759 | 17,220 | 1 | 17,220.00 | \$4,002.80 | \$4,002.80 |
| 292 | Zabawa, Debra M | Yellowstone Club Estates, 6th | 25 | 12 | C05760 | 19,307 | 1 | 19,307.00 | \$4,487.92 | \$4,487.92 |
| 293 | Battaglia, John Trushee | Yellowstone Club Estates, 6th | 25 | 13 | C05761 | 27,234 | 1 | 27,234.00 | \$6,330.56 | \$6,330.56 |
| 294 | Selensky, Richard F & Amy E | Yellowstone Club Estates, 6th | 25 | 14 | C05762 | 25,082 | 1 | 25,082.00 | \$5,830.33 | \$5,830.33 |
| 295 | Pugh, R Russell & Susan L | Yellowstone Club Estates, 6th | 25 | 15 | C05763 | 32,838 | 1 | 32,838.00 | \$7,633.21 | \$7,633.21 |
| 296 | Schneider, Michelle Renee | Yellowstone Club Estates, 6th | 25 | 16 | C05764 | 29,866 | 1 | 29,836.00 | \$6,940.04 | \$6,940.04 |

| | | | | | | | | | | |
|-----|--------------------------------|-------------------------------|----|----|--------|--------|---|-----------|------------|------------|
| 297 | Whisenhunt, David E & Cindy L | Yellowstone Club Estates, 6th | 25 | 17 | C05765 | 23,989 | 1 | 23,989.00 | \$5,483.28 | \$5,483.28 |
| 298 | Woods, Cynthia R Trustee | Yellowstone Club Estates, 6th | 25 | 18 | C05766 | 20,636 | 1 | 20,635.00 | \$4,796.62 | \$4,796.62 |
| 299 | Richard, Randall J & Deborah L | Yellowstone Club Estates, 6th | 25 | 19 | C05767 | 23,553 | 1 | 23,553.00 | \$5,474.91 | \$5,474.91 |
| 300 | Gibbs, Reginald L & Julie A | Yellowstone Club Estates, 6th | 25 | 20 | C05768 | 17,427 | 1 | 17,427.00 | \$4,050.92 | \$4,050.92 |
| 301 | Smith, Gladys Y | Yellowstone Club Estates, 6th | 25 | 21 | C05769 | 16,507 | 1 | 16,507.00 | \$3,837.06 | \$3,837.06 |
| 302 | Borison, George M & Gail F | Yellowstone Club Estates, 6th | 25 | 22 | C05770 | 17,660 | 1 | 17,660.00 | \$4,105.08 | \$4,105.08 |
| 303 | Johnson, Loyd W & Dolores | Yellowstone Club Estates, 6th | 25 | 23 | C05771 | 17,382 | 1 | 17,382.00 | \$4,040.46 | \$4,040.46 |
| 304 | Peterson, Dale M & Judith G | Yellowstone Club Estates, 6th | 25 | 24 | C05772 | 20,616 | 1 | 20,616.00 | \$4,792.20 | \$4,792.20 |
| 305 | Hoefle, Charles B & Kristin M | Yellowstone Club Estates, 6th | 25 | 25 | C05773 | 21,639 | 1 | 21,639.00 | \$5,030.00 | \$5,030.00 |
| 306 | Helzfel, Eric Joseph | Yellowstone Club Estates, 6th | 25 | 26 | C05774 | 22,348 | 1 | 22,348.00 | \$5,194.81 | \$5,194.81 |
| 307 | Eileen A Zins Revocable Trust | Yellowstone Club Estates, 6th | 25 | 27 | C05775 | 22,328 | 1 | 22,325.00 | \$5,189.46 | \$5,189.46 |
| 308 | Lawson, Jack T | Yellowstone Club Estates, 6th | 25 | 28 | C05776 | 21,617 | 1 | 21,617.00 | \$5,024.88 | \$5,024.88 |
| 309 | Rogers, Guy W & Julie K | Yellowstone Club Estates, 6th | 25 | 29 | C05777 | 20,158 | 1 | 20,158.00 | \$4,685.74 | \$4,685.74 |
| 310 | Old, Steven F & Deborah C | Yellowstone Club Estates, 6th | 25 | 31 | C05779 | 19,755 | 1 | 19,755.00 | \$4,592.06 | \$4,592.06 |
| 311 | Gashin, Kevin & Lisa A | Yellowstone Club Estates, 6th | 25 | 32 | C05780 | 21,421 | 1 | 21,421.00 | \$4,979.32 | \$4,979.32 |
| 312 | Sheehan, Dennis W & Katherine | Yellowstone Club Estates, 6th | 25 | 33 | C05781 | 20,613 | 1 | 20,613.00 | \$4,791.50 | \$4,791.50 |
| 313 | Sheehan, James P & Carol V | Yellowstone Club Estates, 6th | 25 | 34 | C05782 | 17,239 | 1 | 17,239.00 | \$4,007.22 | \$4,007.22 |
| 314 | Kroes, David R & Karl M | Yellowstone Club Estates, 6th | 25 | 35 | C05783 | 28,479 | 1 | 25,479.00 | \$5,922.61 | \$5,922.61 |
| 315 | Ryan, William O & Beverly A | Yellowstone Club Estates, 6th | 25 | 36 | C05784 | 41,860 | 1 | 41,860.00 | \$9,730.38 | \$9,730.38 |
| 316 | Williamson, Bobby E & Caroline | Yellowstone Club Estates, 6th | 26 | 1 | C05785 | 17,424 | 1 | 17,424.00 | \$4,050.22 | \$4,050.22 |
| 317 | Follett, Michael R | Yellowstone Club Estates, 6th | 26 | 2 | C05786 | 14,950 | 1 | 14,950.00 | \$3,475.14 | \$3,475.14 |
| 318 | Christensen, Gerald & Barbara | Yellowstone Club Estates, 6th | 26 | 3 | C05787 | 14,854 | 1 | 14,854.00 | \$3,452.82 | \$3,452.82 |
| 319 | Olcott, Harry J & Virginia R T | Yellowstone Club Estates, 6th | 26 | 4 | C05788 | 14,854 | 1 | 14,854.00 | \$3,452.82 | \$3,452.82 |
| 320 | Sweeney, Kevin C & Mary E | Yellowstone Club Estates, 6th | 26 | 5 | C05789 | 14,854 | 1 | 14,854.00 | \$3,452.82 | \$3,452.82 |
| 321 | Ryan, M Casey | Yellowstone Club Estates, 6th | 26 | 6 | C05790 | 14,854 | 1 | 14,854.00 | \$3,452.82 | \$3,452.82 |
| 322 | Srinahagen, James & Chynell | Yellowstone Club Estates, 6th | 26 | 7 | C05791 | 15,008 | 1 | 15,008.00 | \$3,488.62 | \$3,488.62 |
| 323 | Gesuale, Michael & Robena K | Yellowstone Club Estates, 6th | 26 | 8 | C05792 | 15,008 | 1 | 15,008.00 | \$3,488.62 | \$3,488.62 |
| 324 | Quares, Timothy D | Yellowstone Club Estates, 6th | 26 | 9 | C05793 | 15,008 | 1 | 15,008.00 | \$3,488.62 | \$3,488.62 |

| | | | | | | | | | | |
|----------------|------------------------------|-------------------------------|------------|-------|-------------------|------------|---------------------|-----------------------|-----------------------|-----------------------|
| 325 | Erhardt, Emil & Audrey | Yellowstone Club Estates, 6th | 26 | 10 | C05794 | 15,469 | 1 | 15,469.00 | \$3,595.78 | \$3,595.78 |
| 326 | Ebbzey, Thomas E & Julie H | Yellowstone Club Estates, 6th | 26 | 12 | C05796 | 15,469 | 1 | 15,469.00 | \$3,595.78 | \$3,595.78 |
| 327 | Hammond, Steve W & Bronwyn A | Yellowstone Club Estates, 6th | 26 | 13 | C05797 | 15,469 | 1 | 15,469.00 | \$3,595.78 | \$3,595.78 |
| 328 | Alweis, Sheldon | Yellowstone Club Estates, 6th | 26 | 14 | C05798 | 15,469 | 1 | 15,469.00 | \$3,595.78 | \$3,595.78 |
| 329 | Bosson, Mark E | Yellowstone Club Estates, 6th | 26 | 15 | C05799 | 15,623 | 1 | 15,623.00 | \$3,631.58 | \$3,631.58 |
| 330 | Evans, Alan R & Sharon F | Yellowstone Club Estates, 6th | 26 | 16 | C05800 | 16,012 | 1 | 16,012.00 | \$3,722.00 | \$3,722.00 |
| 331 | Riley, Edward J | Yellowstone Club Estates, 6th | 26 | 17 | C05801 | 19,133 | 1 | 19,133.00 | \$4,447.48 | \$4,447.48 |
| 332 | Yellowstone Country Club | Certificate of Survey 898 | 26 | Tr-10 | D04645 | 483,821 | 1 | 483,821.00 | \$112,464.47 | \$112,464.47 |
| TOTALS: | | Totals: | 332 | | 6272301001 | 332 | 6,272,301.00 | \$1,458,000.00 | \$1,458,000.00 | \$1,458,000.00 |

12-Mar-08

RECOMMENDED BONDING COST ANALYSIS
SID 1384 - YELLOWSTONE COUNTRY CLUB
Sanitary Sewer Local Connections

| | |
|---|------------------------|
| CONSTRUCTION AND SYSTEM DEVELOPMENT FEES | |
| | <u>\$ 1,224,130.81</u> |
| SID COSTS | |
| ADMINISTRATION / FINANCE FEES (2.5%) | \$ 36,450.00 |
| ENGINEERING FEE (3.5%) | \$ 51,030.00 |
| SID REVOLVING FUND (5%) | \$ 72,900.00 |
| BOND DISCOUNT FEE (2%) | \$ 29,160.00 |
| ISSUANCE COSTS (3.0%) | \$ 43,740.00 |
| BANK FEES | \$ 1,000.00 |
| ROUND OFF | \$ (410.81) |
| TOTAL BONDING COST | <u>\$ 1,458,000.00</u> |

BONDS AWARDED TO:

INTEREST RATE _____ % DATE BONDS ISSUED: _____

_____ BONDS @ \$ _____ TOTAL ISSUE \$ _____

PREMIUM \$ _____ . BONDS TO BE PAID ANNUALLY COMMENCING JANUARY 1, _____

AND SHALL MATURE JANUARY 1, _____ .

APPROVED THIS _____ DAY OF _____ 20 _____

DISTRICT

DIRECTOR OF FINANCE

CITY ENGINEER

[\(Back to Consent Agenda\)](#)

Q

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
Monday, March 24, 2008

TITLE: The Rescission of the Final Plat for Central West Subdivision
DEPARTMENT: Planning and Community Services
PRESENTED BY: Aura Lindstrand, Planner II

PROBLEM/ISSUE STATEMENT: On October 9, 2007, the City Council approved the final plat for Central West Subdivision, which contains two lots on approximately 8.87 acres for residential and commercial development. The subject property is located on the southeast corner of the intersection of Central Avenue and Brookshire Boulevard and is addressed as 2810 Central Avenue. The owners are Design Builders, Inc. and the Engineer is HKM Engineering, Inc.

The subdividers are now requesting that the required parkland cash-in-lieu payment of \$53,193.20, be refunded. Pursuant to Section 23-307(E), BMCC, a final plat shall be valid for no more than one year unless an additional one year extension is requested from the governing body. If the parkland cash-in-lieu is to be refunded, then the final plat must be rescinded by the City Council.

Since the time that the City Council approved the plat and associated documents, several errors were discovered on the plat and the County Clerk & Recorder forwarded it back to the subdivider for correction of the errors. The errors involved disparities within the original Condominium Declaration for Central Business Park regarding the power of attorney and the requirement for all condominium owners to sign the plat. The subdivider was unable to comply with the signature requirements and has therefore, chosen to proceed with the construction of apartments on the existing property. On March 7, 2007, a letter from the subdivider's attorney was submitted requesting the rescission of the plat and a refund of the cash-in-lieu for the parkland requirement.

If the plat is rescinded by City Council, the approval will revert back to the preliminary plat approval, which was granted by City Council on June 11, 2007. The subdivider has three years from the date of preliminary plat approval with the possibility of a one year extension, if approved by the governing body, to submit the final plat. All conditions of the preliminary plat shall be satisfied, including the resubmittal of the parkland cash-in-lieu, before a final plat is approved by the City Council.

FINANCIAL IMPACT: Rescinding the plat will result in \$53,193.20 being withdrawn from the Parks and Recreation Department for maintenance of existing parks and creation of potential new parks.

RECOMMENDATION

Staff recommends that the City Council approve the rescission of the final plat of Central West Subdivision and the refund of the parkland cash-in-lieu in the amount of \$53,193.20.

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

ATTACHMENTS

A: Approved Final Plat

B: Letter from Pedersen & Hardy, P.C. requesting rescission of the Final Plat

ATTACHMENT B

PEDERSEN & HARDY, P.C.

Attorneys and Counselors at Law

1001 South 24th Street West, Suite 110
Billings, Montana 59102
Phone: (406) 248-1600
Fax: (406) 248-7751

Carol Hardy

*Of Counsel:
Alden Pedersen*

March 7, 2008

Mr. Brent Brooks
Billings City Attorney
Sent Via Fax: 657-3067

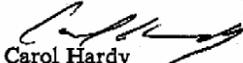
RE: Central West Subdivision
Our File No. 32082-X

Dear Brent:

Our firm represents Central Business Park, LLC which submitted a subdivision plat for Central West Subdivision to the City of Billings; the City approved the final plat and apparently then changed its mind verbally and rescinded that approval. In any event, the Plat has not been recorded and will not be recorded because the Clerk and Recorder, with the backing of the City of Billings, has refused to record it. To try and resolve this matter, on behalf of Central Business Park, LLC, and in accordance with its earlier request to Aura Lindstrand, I hereby request withdrawal of the final Plat for Central West Subdivision, together with a refund of the money paid to the City in lieu of a park dedication.

Sincerely yours,

PEDERSEN & HARDY, P.C.


Carol Hardy

CH/djt

cc: Aura Lindstrand/Via Fax: 657-8327
Central Business Park, LLC

[\(Back to Consent Agenda\)](#)

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
Monday, March 24, 2008

TITLE: Preliminary Subsequent Minor Plat of Brookshire Subdivision
DEPARTMENT: Planning and Community Services
PRESENTED BY: Aura Lindstrand, Planner II

PROBLEM/ISSUE STATEMENT: On February 15, 2008, the owner and subdivider, Hanser Capital, applied for preliminary minor plat approval of Brookshire Subdivision, which contains five lots on approximately 8.87 acres for commercial and residential multi-family development. The subject property is located on the southwest corner of the intersection of Central Avenue and Brookshire Boulevard. The subject property was annexed and rezoned from Residential 9600 (R-96) to Neighborhood Commercial (NC), Residential Professional (RP), and Residential Multi-Family Restricted (RMF-R) by the City Council on September 24, 2007. The subdivider's representative is Engineering, Inc.

ALTERNATIVES ANALYZED: In accordance with state law, the City Council has 35 working days to act upon this subsequent minor plat; the 35 working day review period for the proposed plat ends on April 4, 2008. State and City subdivision regulations also require that preliminary plats be reviewed using specific criteria, as stated within this report. The City may not unreasonably restrict an owner's ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. Within the 35 day review period, the City Council is required to:

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

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

RECOMMENDATION

Staff recommends conditional approval of the preliminary minor plat of Brookshire Subdivision and adoption of the Findings of Fact as presented in the staff report to the City Council.

Approved by: City Administrator _____ City Attorney _____

ATTACHMENTS

- A. Preliminary Plat
- B. Site Photographs
- C. Findings of Fact
- D. Mayor's Approval Letter

INTRODUCTION

On February 15, 2008, the owner and subdivider, Hanser Capital, applied for preliminary minor plat approval of Brookshire Subdivision, which contains five lots on approximately 8.87 acres for commercial and residential multi-family development. The subject property is located on the southwest corner of the intersection of Central Avenue and Brookshire Boulevard. The subject property was annexed and rezoned from R-96 to NC, RP, and RMF-R by the City Council on September 24, 2007. The subject property is bordered on the east by the Central Business Park commercial office development and developing residential multi-family units; on the south by residential units; on the west by recently annexed and rezoned property that mirrors the zoning of the subject property; and on the north by Millice Park and residential development.

PROCEDURAL HISTORY

- On September 24, 2007, the City Council approved an annexation and zone change for the subject property.
- On January 10, 2008, a pre-application meeting was conducted regarding the proposed 5-lot minor subdivision.
- On February 15, 2008, the application for a preliminary minor subdivision was submitted to the Planning Division.
- On March 24, 2008, the City Council will vote to approve, conditionally approve, or deny the preliminary plat for the proposed minor subdivision.

BACKGROUND

| | |
|--------------------------|---|
| General location: | Southwest corner of the intersection of Central Avenue and Brookshire Boulevard |
| Legal Description: | Tract 1B, Certificate of Survey 2991 |
| Subdivider/Owner: | Hanser Capital |
| Engineer and Surveyor: | Engineering, Inc. |
| Existing Zoning: | NC, RP, and RMF-R |
| Existing land use: | Vacant |
| Proposed land use: | Commercial, Offices, Multi-family Residential |
| Gross area: | 8.87 acres |
| Net area: | 8.28 acres |
| Proposed number of lots: | 5 |
| Lot size: | Max: 3.4 acres Min.: 1.2 acres |

Parkland requirements:

A parkland dedication is required for the residential portion of the property, as discussed within the Findings of Fact.

ALTERNATIVES ANALYSIS

One of the purposes of the City's subdivision review process is to identify potential negative effects of the subdivision. When negative effects are identified it is the subdivider's responsibility to mitigate those effects. Various City departments have reviewed this application and provided input on effects and mitigation. The Planning Division develops and recommends conditions of approval that are based on departmental comments. The Findings of Fact, which are presented as an attachment, discuss the potential negative impacts of the subdivision and the following conditions of approval are recommended as measures to further mitigate any impacts.

RECOMMENDED CONDITIONS OF APPROVAL

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

1. To ensure the provision of easements and minimize effects on public health and safety, the subdivider shall work with the City Engineering Division and the private utility companies to determine suitable locations for utility easements. These easements shall be depicted on the plat. *(Recommended by the Engineering Division)*
2. To minimize effects on local services, the subdivider shall provide centralized mail delivery boxes with sufficient pullouts to accommodate a mail carrier vehicle. The location of the boxes shall be reviewed and approved by the post office. *(Recommended by the United States Postal Service)*
3. To comply with the Montana Subdivision and Platting Act and local subdivision regulations, Tract 1C of Certificate of Survey 2991, shall be removed from the final plat, as it is not reviewed as part of this subdivision. *(Recommended by the Planning Division)*
4. To minimize effects on local services, prior to final plat approval, the subdivider shall work with the Public Utilities Department regarding the proposed public sanitary sewer line that crosses proposed Tract 1C of Certificate of Survey 2991, and connects to a private sanitary sewer line within Hunter's Pointe Apartments. Until concerns regarding public services connecting to private services are addressed, the location of the proposed easement is not acceptable. Additionally, the Perpetual Right-of-Way Easement document submitted with the preliminary plat specifies that the easement crossing Tract 1C to the west is for the purpose of water and sanitary sewer. If approved, this easement shall be utilized only for sanitary sewer. Should the sanitary sewer easement not be approved, the subdivider shall connect to the public sewer main within Central Avenue. *(Recommended by the Public Works Department)*
5. To clarify the Subdivision Improvements Agreement (SIA), the following statements shall be removed from the SIA: *(Recommended by the Planning Division)*

- The statement on Page 1 regarding the Planning Board shall be removed, as minor plats do not require Planning Board approval.
 - The reference in Section I.A. to a zoning variance shall be removed, as no variances have been requested with the proposed subdivision. Any zoning variances will require an application and approval through the Board of Adjustment.
6. To minimize effects on local services, a 1-foot no access strip shall be depicted on the plat along the northern border to prevent additional accesses from Central Avenue to the subject property.
 7. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
 8. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of City of Billings, and the laws and Administrative Rules of the State of Montana.

VARIANCES REQUESTED

No variances have been requested.

STAKEHOLDERS

A public hearing is not scheduled for the City Council meeting; however nearby property/business owners may attend the City Council meeting. The Planning Division has received no public comments or questions regarding the proposed subdivision.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

Consistency with the Growth Policy, the 2005 Transportation Plan Update, and Heritage Trail Plan are discussed within the Findings of Fact.

RECOMMENDATION

Staff recommends conditional approval of the preliminary minor plat of Brookshire Subdivision and adoption of the Findings of Fact as presented in the staff report to the City Council.

ATTACHMENTS

- A. Preliminary Plat
- B. Site Photographs
- C. Findings of Fact
- D. Mayor's Approval Letter

ATTACHMENT B
Site Photographs



Figure 1: View south along Brookshire Boulevard toward units under construction. The subject property is located to the right in the photo.



Figure 2: View northwest across the subject property toward Central Avenue and existing residences to the north.



Figure 3: View north along the eastern boundary of the property toward the intersection of Brookshire Boulevard and Central Avenue.

ATTACHMENT C

Findings of Fact

Staff is forwarding the recommended Findings of Fact for the preliminary minor plat of Brookshire Subdivision for review and approval by the City Council. These findings are based on the preliminary plat application and supplemental documents and address the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the City of Billings Subdivision Regulations (23-303(H)(2), BMCC).

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

1. Effect on agriculture and agricultural water user facilities

The proposed subdivision should have no effect on agriculture or agricultural water user facilities. The subject property is not currently used for agriculture and no irrigation facilities are located on the subject property.

2. Effect on local services

- a. **Utilities** –Water to the subject property will be extended from the existing main line within Central Avenue to the north.

The subdivider is proposing a 20-foot wide sanitary sewer easement across the property adjacent to the west connecting to Hunter’s Pointe Apartments. The proposed sanitary sewer line is public, while the line maintained within Hunter’s Pointe is private. Even though a Perpetual Right-of-Way Easement document has been submitted for this property, the Public Utilities Department has concerns regarding the connection of a public line to a private line. Condition #4, requires the subdivider to work with the Public Utilities Department regarding the proposed public sanitary sewer line. Until concerns regarding public services connecting to private services are addressed, the location of the proposed easement is not acceptable. Additionally, the Perpetual Right-of-Way Easement document submitted with the preliminary plat specifies that the easement crossing Tract 1C to the west is for the purpose of water and sanitary sewer. If approved, this easement shall be utilized only for sanitary sewer.

Should the Public Utilities Department find that the public sewer cannot connect to the private sewer within Hunter’s Pointe; the subdivider shall connect to the public sewer main located within Central Avenue, as specified within Condition #4.

- b. **Stormwater** – Storm drainage shall be provided through a combination of surface drainage, curbs, and gutters draining into the underground storm drains maintained by the city. As specified in the submitted SIA, onsite storm drainage shall comply with the criteria set forth by the *City of Billings Stormwater Management Manual* and will be subject to review and approval by the Engineering Division.
- c. **Solid waste** - The City of Billings will provide solid waste collection and disposal. The City’s landfill has adequate capacity for this waste.

- d. **Streets** – Access to the proposed lots will be via Brookshire Boulevard, a private road and Central Avenue. All internal streets will be private and a Reciprocal Access Easement has been submitted for the entire property that will include the property to the west upon development.

Central Avenue is a principal arterial at this location, which requires a 120-foot right-of-way width. The preliminary plat does depict a 60-foot wide right-of-way dedication along Central Avenue fronting this property. In order to prevent additional accesses from Central Avenue, with the exceptions of Brookshire Boulevard and the proposed private reciprocal access easement, a 1-foot no access strip is required along the northern border of the subdivision, as required by Condition #6.

A Traffic Signal Warrant Study was submitted with this application and all necessary traffic control devices will be as outlined within the study and approved by the City of Billings during construction.

- e. **Emergency services** - The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The nearest fire station is located at 604 South 24th Street West (Station #5).
- f. **Schools** – The subdivision is located within School District #2. Meadowlark Elementary, Riverside Middle School and West High School will serve the children in this subdivision. A response was received from Riverside Middle School indicating that they have room for additional students and that the proposed subdivision is located on a bus route. Responses from the other schools were not received at the time this report was written.
- g. **Parks** - Pursuant to Section 23-1002.B.1, BMCC, subdivisions that provide for multi-family and condominium developments shall provide 11% of the net area of land to be subdivided into parcels ½ acre or smaller as a parkland dedication. In this subdivision 3.40 acres are proposed for condominium development, therefore a parkland dedication of 0.374 (16,291 square feet) is required. As specified in the SIA, a cash-in-lieu will be provided for the parkland dedication.
- h. **Mail Delivery** - The United States Postal Service is requesting that the applicant provide centralized delivery for the proposed subdivision. The mailboxes should have adequate room for a mail carrier to pull off for mail distribution and access, as required by Condition #2. The location of the mail boxes shall be reviewed and approved by the post office.

3. Effect on the natural environment

A geotechnical study was submitted with this application and has been determined sufficient by the Building Official. Once the building locations and sizes are finalized, further geotechnical studies will be required to determine specific design level geotechnical recommendations.

4. Effect on wildlife and wildlife habitat

The proposed subdivision should not affect wildlife or habitat. There are no known endangered or threatened species on the property. However, a statement has been added to the SIA, that lot owners should be aware that interactions with wildlife could occur and that any damage to property is the lot owner's responsibility.

5. Effect on the public health, safety and welfare

The subdivision should not negatively affect public health or safety. The subject property is not within a mapped floodway or flood zone. There are no obvious threats to public health, safety or welfare.

B. Was an Environmental Assessment required? (76-3-210, MCA) (23-901, BMCC)

An Environmental Assessment is not required, as this is a commercial minor plat.

C. Does the subdivision conform to the Yellowstone County-City of Billings 2003 Growth Policy, the Urban Area 2000 Transportation Plan and the Heritage Trail Plan? (23-301, BMCC)

1. Yellowstone County-City of Billings 2003 Growth Policy

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

- a. Predictable land use decisions that are consistent with neighborhood character and land use patterns. (Land Use Element Goal, Page 5)

The proposed subdivision is consistent with the surrounding multi-family and commercial uses.

- b. New developments that are sensitive to and compatible with the character of adjacent City neighborhoods and County townsites. (Land Use Element Goal, Page 6)

The subject property is compatible with the commercial offices and multi-family residential uses to the east and the proposed commercial development to the west.

- c. Contiguous development focused in and around existing population centers separated by open space. (Land Use Element Goal, Page 6)

The property is located in an urbanized portion of the city and is considered infill development.

2. Urban Area 2005 Transportation Plan Update

Central Avenue is a principal arterial at this location, which requires a 120-foot right-of-way width. The preliminary plat does depict a 60-foot wide right-of-way dedication along Central Avenue fronting this property.

3. Heritage Trail Plan

A Heritage Trail corridor is not identified within this subdivision.

D. Does the subdivision conform to the Montana Subdivision and Platting Act and to local subdivision regulations? (76-3-608 (3)(b), MCA) (23-301, BMCC)

The proposed subdivision satisfies the requirements of the Montana Subdivision and Platting Act and conforms to the design standards specified in the local subdivision regulations, with the exception of the depiction of Tract 1C of Certificate of Survey 2991 on the preliminary plat. Tract 1C appears to be depicted as a lot within the subdivision; however it is not being reviewed at this time. Condition #3 requires that Tract 1C be removed from the plat. Otherwise, upon completion of the conditions, the subdivider and the local government have complied with the subdivision review and approval procedures set forth in the local and state subdivision regulations.

E. Does the subdivision conform to sanitary requirements? (23-408, BMCC)

The property will be served by public water and sewer services from Central Avenue to the north and Hunter's Pointe Apartments to the southwest. The Hunter's Pointe sewer connection shall be determined by the Public Utilities Department, as specified within Condition #4.

F. Does the proposed subdivision conform to all requirements of the zoning in effect? (23-402, BMCC)

The subject property shall comply with the standards set forth in Section 27-308, BMCC for the NC, RP, and RMF-R zoning districts.

G. Does the proposed plat provide easements for the location and installation of any utilities? (76-3-608 (3)(c), MCA) (23-410(A)(1), BMCC)

The City Engineering Division will work with the utility companies to provide easements in acceptable locations on the plat. The City maintains that utility easements provided on front lot lines creates conflicts with sanitary water and sewer lines and have requested that they be located on the rear and sides of lots for public health and safety. Condition #1 requires the subdivider to work with the City Engineering Division and the private utility companies to provide acceptable utility easements on the plat.

H. Does the proposed plat provide legal and physical access to each parcel within the subdivision and notation of that access on the plat? (76-3-608 (3)(d), MCA) (23-406, BMCC)

Access to the lots will be via Central Avenue and Brookshire Boulevard through a Reciprocal Access Easement for the entire property.

CONCLUSIONS OF FINDING OF FACT

- The preliminary plat of Brookshire Subdivision does not create any adverse impacts that warrant denial of the subdivision.
- The proposed subdivision conforms to several goals and policies of the 2003 Growth Policy and does not conflict with the 2005 Transportation Plan Update or the Heritage Trail Plan.
- The proposed subdivision complies with state and local subdivision regulations, local zoning, and sanitary requirements and provides legal and physical access to each lot.
- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

Approved by the Billings City Council, March 24, 2008

Ron Tussing, Mayor

ATTACHMENT D
Mayor's Approval Letter

March 24, 2008

Hanser Capital
Bill Hanser, Managing Member
2916 Thousand Oaks
Billings, MT 59102

Dear Mr. Hanser:

On March 24, 2008, the Billings City Council conditionally approved the preliminary plat of Central West Subdivision, subject to the following conditions of approval:

1. To ensure the provision of easements and minimize effects on public health and safety, the subdivider shall work with the City Engineering Division and the private utility companies to determine suitable locations for utility easements. These easements shall be depicted on the plat. *(Recommended by the Engineering Division)*
2. To minimize effects on local services, the subdivider shall provide centralized mail delivery boxes with sufficient pullouts to accommodate a mail carrier vehicle. The location of the boxes shall be reviewed and approved by the post office. *(Recommended by the United States Postal Service)*
3. To comply with the Montana Subdivision and Platting Act and local subdivision regulations, Tract 1C of Certificate of Survey 2991, shall be removed from the final plat, as it is not reviewed as part of this subdivision. *(Recommended by the Planning Division)*
4. To minimize effects on local services, prior to final plat approval, the subdivider shall work with the Public Utilities Department regarding the proposed public sanitary sewer line that crosses proposed Tract 1C of Certificate of Survey 2991, and connects to a private sanitary sewer line within Hunter's Pointe Apartments. Until concerns regarding public services connecting to private services are addressed, the location of the proposed easement is not acceptable. Additionally, the Perpetual Right-of-Way Easement document submitted with the preliminary plat specifies that the easement crossing Tract 1C to the west is for the purpose of water and sanitary sewer. If approved, this easement shall be utilized only for sanitary sewer. Should the sanitary sewer easement not be approved, the subdivider shall connect to the public sewer main within Central Avenue. *(Recommended by the Public Works Department)*

5. To clarify the Subdivision Improvements Agreement (SIA), the following statements shall be removed from the SIA: *(Recommended by the Planning Division)*
 - The statement on Page 1 regarding the Planning Board shall be removed, as minor plats do not require Planning Board approval.
 - The reference in Section I.A. to a zoning variance shall be removed, as no variances have been requested with the proposed subdivision. Any zoning variances will require an application and approval through the Board of Adjustment.
6. To minimize effects on local services, a 1-foot no access strip shall be depicted on the plat along the northern border to prevent additional accesses from Central Avenue to the subject property.
7. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
8. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of City of Billings, and the laws and Administrative Rules of the State of Montana.

Should you have questions please contact Aura Lindstrand with the Planning Division at 247-8663 or by email at lindstranda@ci.billings.mt.us.

Sincerely,

Ron Tussing, Mayor

pc: David Capser, EI, Engineering, Inc.

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S1

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
Monday, March 24, 2008

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

PROBLEM/ISSUE STATEMENT: Claims in the amount of \$1,029,336.25 have been audited and are presented for your approval for payment. A complete listing of the claims dated February 22, 2008, are on file in the Finance Department.

RECOMMENDATION

Staff recommends that Council approve Payment of Claims.

Approved By: City Administrator ____ City Attorney ____

[\(Back to Consent Agenda\)](#)

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
Monday, March 24, 2008

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

PROBLEM/ISSUE STATEMENT: Claims in the amount of \$1,230,294.72 have been audited and are presented for your approval for payment. A complete listing of the claims dated February 29, 2008, are on file in the Finance Department.

RECOMMENDATION

Staff recommends that Council approve Payment of Claims.

Approved By: City Administrator ____ City Attorney ____

[\(Back to Consent Agenda\)](#)

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
Monday, March 24, 2008

TITLE: Public Hearing to Vacate a portion of the alley within Block 261 of Billings Original Townsite

DEPARTMENT: Public Works/Engineering

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

PROBLEM/ISSUE STATEMENT: Turnbull ITC LLC, owner of the property within Block 261 of Billings Original Townsite, has petitioned to vacate a portion of the alley within Block 261. Turnbull ITC LLC owns all of the property abutting the proposed right-of-way and is proposing to develop the property in the future. The total amount of right of way to be vacated is 2,500 square feet.

ALTERNATIVES ANALYZED:

1. After the public hearing, approve the vacation of the above-mentioned right-of-way.
2. Do not approve the vacation of the above-mentioned right-of-way.

FINANCIAL IMPACT: A comparison land sales report was done by Charles H. Hamwey, which valued the right-of-way at \$1.25 per square foot. With 2,500 square feet of right of way proposed to be vacated, Turnbull ITC LLC is offering the city \$3,125.00.

RECOMMENDATION

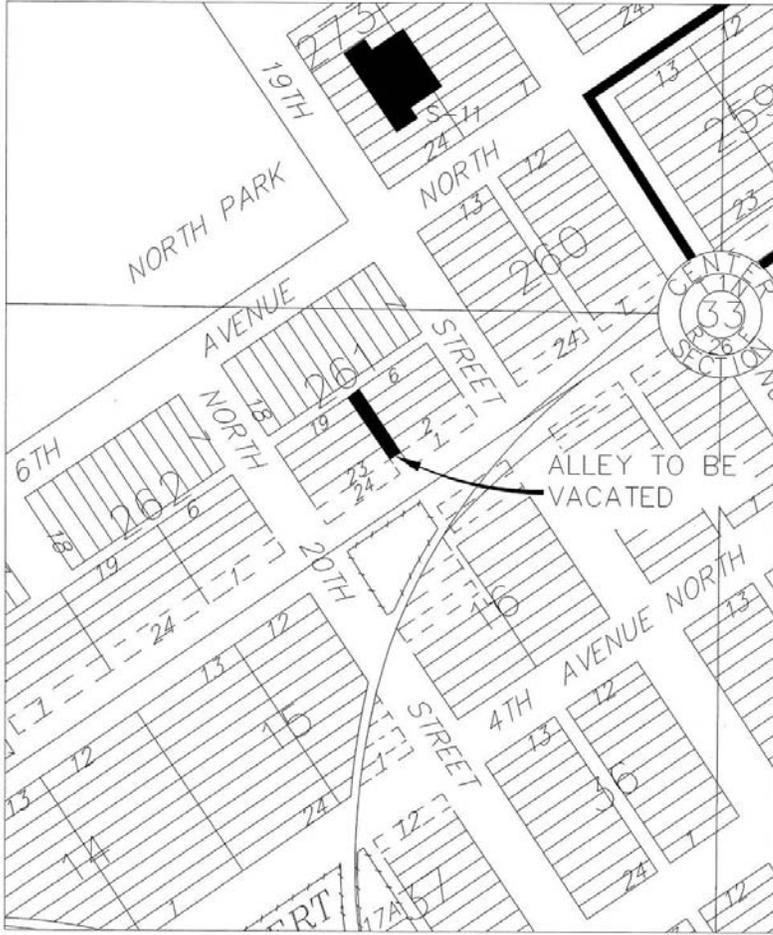
After the public hearing, staff recommends that Council approve the vacation of a portion of the alley within Block 261 of Billings Original Townsite.

Approved By: City Administrator ____ City Attorney ____

ATTACHMENTS

- A. Map Depicting Area to be Vacated
- B. Letter from Charles H. Hamwey establishing value of land
- C. Resolution to Vacate

EXHIBIT "A"





January 29th 2008

Public Works/Engineering Dept.
City of Billings
Chris Hertz
510 N. Broadway
Billings, MT 59101

RE: Original Town of Billings Block 261
Vacation of Alleyways

Dear Chris,

On January 28, 2008 I reviewed the above subject property in determining an Estimated Fair Market Value of the land that is going to be vacated in these alleyways, which is 20x120 or 2,400 sq. ft.

In reviewing comparable sales in this area, as these are the back acres of the land in this block and without the usability of the land to be built on, it is my opinion that the land is worth \$1.25 per sq. ft. or a total of:

\$3,125

If you have any further questions, please feel free to call.

Sincerely,

A handwritten signature in cursive script that reads "Charlie Hamwey".

Charlie Hamwey



RESOLUTION NO. 08-_____

A RESOLUTION OF THE CITY OF BILLINGS,
MONTANA, DISCONTINUING AND VACATING **a portion of
the alley within Block 261 of Billings Original Town.**

WHEREAS, a proper petition was filed with the City Council of the City of Billings, Montana, as per Section 22-601 BMCC, requesting discontinuance and vacation of **a portion of the alley within Block 261 of Billings Original Town** as described hereinafter; and

WHEREAS, a public hearing was properly noticed and held as required by law.

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

1. **DISCONTINUANCE AND VACATION.** Pursuant to Sections 7-14-4114 and 7-14-4115, M.C.A., **a portion of the alley within Block 261 of Billings Original Town** more particularly described as follows:

ALLEY VACATION
NORTH – SOUTH ALLEY
BLOCK 261, BILLINGS ORIGINAL TOWNSITE

A tract of land situated within the City of Billings, in the Billings Original Townsite, Recorded September 1, 1884, Under Document No. 16312, Records of Yellowstone County, Montana, more particularly described as follows:
Beginning at the southwest corner of Lot 2, Block 261, of said Billings Original Townsite; thence northwesterly along the east alley right-of-way for a distance of 125.0 feet to the northwest corner of Lot 6 of said Block 261; thence southwesterly across the alley right-of-way for a distance of 20.0 feet to the northeast corner of Lot 19 of said Block 261; thence southeasterly along the west alley right-of-way for a distance of 125.0 feet to the southeast corner of Lot 23 of said Block 261; thence northeasterly across the alley right-of-way for a distance of 20.0 feet to the Point of Beginning.
Said vacation containing 2,500 gross and net square feet.

Is hereby discontinued, abandoned and vacated.

2. **PUBLIC INTEREST.** The discontinuance, vacation and abandonment of the above described **a portion of the alley within Block 261 of Billings**

Original Town is in the best interest of the public and can be done without any public detriment.
PASSED by the City Council and APPROVED this 24th day of March 2008.

THE CITY OF BILLINGS:

BY: _____
Ron Tussing MAYOR

ATTEST:

BY: _____
Cari Martin CITY CLERK

[\(Back to Regular Agenda\)](#)

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
 Monday, March 24, 2008

TITLE: Public Hearing and Reallocation of CDBG Funds for Skate Park Restroom Building

DEPARTMENT: Parks, Recreation and Public Lands

PRESENTED BY: Joe Fedin, Recreation Superintendent

PROBLEM/ISSUE STATEMENT: In FY06 and FY07 a total of \$80,000 of CDBG funds were appropriated to renovate the Galles Building adjacent to the skate park for restrooms and possibly a concessions operation and/or a skateboard pro shop. Due to not having a long term commitment on the property and increasing renovation cost estimates, staff is instead recommending that a pre-cast concrete restroom building be placed on the skate park property to provide these necessary facilities. This will require reallocation of the CDBG funds since the scope of the project has changed.

ALTERNATIVES ANALYZED: After reassessing the primary need for restrooms without a long term solution to the Galles Building renovation concept, staff is proposing to reallocate the CDBG funds towards providing a restroom building on the skate park site itself utilizing a pre-cast concrete design. The advantages to doing this are: there is enough money (combining the CDBG and City funds) to complete the project; it could be completely operational by mid-summer of this year using this design concept; it would provide a permanent, vandal resistant, fireproof and an attractive looking building; and any excess remaining funds above and beyond the cost of the restroom building and utility connections could be used to make further improvements at the park such as concrete flatwork to place a set of bleachers for spectator seating and/or to provide for some night lighting for safety.

FINANCIAL IMPACT: In FY06 \$30,000 of CDBG funding was approved to start renovation of the building. An additional \$50,000 of CDBG funds was requested and approved for FY07 and the City also approved General Funds in the amount of \$50,000 for a total of \$130,000. To date only \$75 of CDBG money has been spent for a historical review.

RECOMMENDATION: Staff recommends that City Council reallocate \$79,925 of CDBG funds, initially appropriated to renovate the Galles Building, to provide a permanent, immediate and cost effective alternative that will provide restroom facilities and other possible improvements at the skate park facility. The Community Development Board unanimously supported this recommendation at their March 4, 2008 meeting.

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

ATTACHMENT

A: Information on the pre-cast concrete type design buildings available

ATTACHMENT A





CXT Precast Products

Cortez

- Meets UFAS, A.D.A. and Title 24 statute of the State of California
- Vandal resistant building & toilet components
- 4" thick steel reinforced concrete walls
- 5" thick steel reinforced concrete roof & floors
- Quick installation and hookup at the jobsite
- Available in (25) different and unique earthtone colors
- Barnwood, stucco, exposed aggregate, split face block, or board and batt with horizontal lap siding exterior wall textures
- Cedar shake, ribbed metal, or exposed aggregate exterior roof textures

The Cortez is an economical double flush toilet building designed with a 60" turning radius within each toilet room. The turning radius is measured exclusively of all fixtures, walls and the door. The Cortez's standard features include sink, toilet bowl, electric hand dryer and interior and exterior entry lights.



The Cortez is ideal for both urban and rural areas that experience extreme vandalism. It also meets the needs of those who must provide a current A.D.A. toilet facility without the costly rehabilitation of their existing facilities.

Durability:

The Cortez is engineered and designed for long-life in extreme

conditions. The building meets or exceeds the effects of a Zone 4 earthquake, a 120-mph wind load and a 250 pounds per square foot snow load.

Maintenance:

The Cortez is extremely easy to maintain. With our steel reinforced 5,000 psi concrete construction, the building will not rot, rust, or burn. The building interior is primed and painted with white paint to reflect natural light from the Lexan windows mounted in heavy steel frames cast into the walls.

Cleaning of the building interior is easily accomplished with a brush and warm soapy water.



Wall Textures:

Standard:



Barnwood

Available Options:



Stucco



Exposed Aggregate



Split Face Block



Board & Batt with Horizontal Lap Siding

Roof Textures:

Standard:



Cedar Shake

Available Options:



Ribbed Metal



Exposed Aggregate

Also available in 25 different earthtone colors.

The walls and roof structure are made of "colored through concrete", coated with an exterior stain, followed by an anti-graffiti sealer.

Utilities:

The Cortez's utilities are pre-wired, plumbed and tested before shipping to meet local code requirements. They are conveniently concealed within the chase/storage area for easy hookup and maintenance and to reduce the effects of vandalism.

Standard plumbing fixtures are made of vitreous china construction. Optional stainless steel fixtures are available with this model. Hot water and room heaters are also available as options on this restroom.

Hook Up and Installation:

The Cortez requires minimal site work. It is designed to sit on a three-quarter minus gravel base of six-inches thick, compacted to a ninety-five

percent compaction level. The water, sewage and electrical utility lines are stubbed up through the prepared base material to match up with the utility access hole within the floor of the chase area.



Hookup of the three utility lines can be completed in a matter of hours by connecting the pre-plumbed and wired lines to those stubbed up through the base material.

Quality and Value:

Because of our two state-of-the-art, 120,000 square foot production facilities, CXT can produce consistently higher quality buildings at a lower cost to meet the needs of city, county, state and federal agencies.

We at CXT take pride in our craftsmanship and are ready to provide you with our legendary customer service. See why we say, "Once you buy a CXT produced building you will never purchase anything else."



*Shown with optional wallmounted drinking fountain and optional split face block and ribbed metal textures



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CXT Incorporated
An L.B. Foster Company
Spokane Industrial Park
3808 N. Sullivan Road Bldg. #7
Spokane, WA 99216
Telephone 509-921-8766
Fax 509-928-8270
Toll Free 800-696-5766
www.cxtinc.com

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AGENDA ITEM:



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
Monday, March 24, 2008

TITLE: Lockwood Sewer District Wastewater Agreement - Reconsideration
DEPARTMENT: Public Works
PRESENTED BY: David D. Mumford, P.E., Public Works Director

PROBLEM/ISSUE STATEMENT: The City first approved an agreement for wastewater service with the Lockwood Water & Sewer District (District) on September 13, 1999. After multiple failed bond elections the agreement was terminated when the District was unable to meet certain agreement conditions. Please see the Procedural History portion of this staff report for the lengthy background of this issue. In preparation for pursuing a bond election the District has continued to pursue a new agreement for wastewater service. The Council last considered the agreement at the February 11 meeting where the agreement was disapproved. A subsequent vote at the February 25 meeting to reconsider the agreement brings the agreement to the March 24 meeting.

ALTERNATIVES ANALYZED: Staff has identified the following alternatives:

1. Approve.
2. Approve with modifications.
3. Do not approve.

FINANCIAL IMPACT: Staff has identified the following financial impacts:

1. **Approve as requested:** The financial impact of this action is that, per the agreement, the City will undertake a rate study to determine the rates to be charged to the District. This study would not be undertaken until it was assured that the District was proceeding with their project. Staff estimates this study will cost \$40,000 to \$50,000. The contract provides that this cost will be paid by the District directly or through the rate structure. The agreement also provides for a minimum 15% rate of return on investment to the City. The 15% would be applied to the rate base, which generally consists of plant in service less accumulated depreciation; plus construction work in progress, materials and supplies, and working capital; and less contributions in aid of construction, and customer advances. This return will provide revenue over and above the cost to treat the District's

wastewater. The agreement includes language clarifying that the District will be subject to the city franchise fee, which is currently 4%. In addition, the agreement also includes a 6% surcharge, which will go to the city General Fund, in addition to the franchise fee and rate-of-return on investment.

Staff understands the District has portrayed that the City will receive system development fees of \$2,000,000 in the early stages of development and \$4,000,000 ultimately over the total district. While no form of revenue to the City should be ignored, staff wishes to point out the following:

- Per the agreement, the rate expert will establish the level of system development fees. This needs to be done in a manner that is consistent with the rate-making provisions of the agreement. In order to avoid complications, the system development fees should be established at a level such that those paying the fees don't overpay for the facilities they are receiving service from. Staff believes that the District's estimates are high and that the actual development fee revenue will be considerably less.
- Since system development fees are collected at the time someone connects to the system, these revenues will be a one-time payment received over a multi-year period as growth and connections occur. Staff understands that the \$2,000,000 figure is based on a service area that is somewhat larger than the sub area the District has been discussing initially providing service to. The impact of this is that, when coupled with the lower fee level discussed above, the City will realize considerably less than the \$2,000,000 figure over a multi-year period. In addition, it could be a considerable number of years for the entire district to be built out before the City would receive the remaining portion of the fees. In contrast to the one-time payment of system development fees, the revenue from the 15% rate-of-return provision will occur throughout the life of the agreement with the level of return dependent, at least in the earlier years of the agreement, upon the level of the system development fees as discussed above as well as the ongoing investment in the wastewater plant, which helps bolster the rate base.
- As you may recall, the Council requested that a system development fee provision be inserted in the agreement. While this is understandable from a perceived equity perspective, the assessment of system development fees in a contractual relationship such as this complicates things. For example, while the agreement specifically calls out that the District is a non-owner in the city system (Section 1), payment of system development fees can blur this ownership line. Further, in the owner/non-owner relationship the non-owner has no stake in the system but pays rates that include a return-on-investment to the owner who has invested capital (rate base) in the infrastructure supplying the service. Up-front contributions, such as system development fees, reduce the rate base against which the rate-of-return is applied and can add rate complications if this revenue is too high. A less complicated approach, at least from a rate-making perspective, is to pattern the Lockwood agreement after the Billings Heights Water District contract. In that contract there is no system development fees paid and the Heights district pays a rate-of-return on the City's rate base. While there are

some differences between these agreements, such as the level of rates-of-return and the 6% surcharge that goes to the general fund, the point being emphasized is the mixing of system development fees and the return on investment premise.

2. **Approve with modifications:** The financial impacts related to this action will depend on the modifications the Council may incorporate; however, as a minimum, the cost of a rate study as mentioned in the above alternative would also apply here. This action will also include the minimum 15% rate of return and the 6% surcharge, both going to the general fund.
3. **Do not approve:** With no agreement in place, the City will not realize the revenue over and beyond the cost to provide the service, which would be the rate-of-return, franchise fee and surcharge.

RECOMMENDATION

Staff recommends that Council approve the wastewater service agreement with the Lockwood Water and Sewer District.

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

ATTACHMENTS Attachment A – Wastewater Service Agreement

INTRODUCTION

The City first approved an agreement for wastewater service with the Lockwood Water & Sewer District (District) on September 13, 1999. After multiple failed bond elections the agreement was terminated when the District was unable to meet certain agreement conditions. Staff directs the Council to the Procedural History portion of this staff report for the lengthy background of this issue. In preparation for pursuing a bond election the District has continued to pursue a new agreement for wastewater service.

Staff recommends that Council approve the wastewater service agreement with the Lockwood Water and Sewer District.

PROCEDURAL HISTORY

- The Public Utilities Board recommended approval of the original service agreement on August 26, 1999.
- The City Council approved the original agreement on September 13, 1999.
- The District requested a 3-year extension of the agreement and waiver of the reserve plant capacity charge by letter dated March 11, 2004.
- City Administrator Kristoff Bauer responded to the District on November 1, 2004, indicating that, for various reasons, the agreement should be allowed to lapse.
- The Public Utilities Board, at the June 15, 2006, meeting, recommended approval by the City Council of a new agreement, which was requested by the District.
- At the July 10, 2006, meeting the Council delayed action on the agreement for one month to allow further discussion. The Council further discussed the agreement at the July 31, 2006, work session with District board members in attendance.
- The Council disapproved the agreement at the August 14, 2006, council meeting.
- The District requested reconsideration of an agreement at the August 27, 2007, council meeting.
- The Council discussed an agreement at the September 17, 2007, work session and directed staff to place the agreement on the October 9 regular agenda.
- The Council conducted a public hearing at the October 9, 2007, council meeting and delayed action to the October 22 meeting.
- The Council further discussed the agreement at the October 15 work session and directed staff to modify the agreement for consideration at either the October 22 or November 13 council meeting.
- At the October 22 meeting, the Council delayed action to the November 13 meeting.
- The Council approved the agreement, with amendments, at the November 13 meeting.
- Staff subsequently met with the District to discuss District-requested revisions to the approved agreement. The Council discussed these revisions at the January 22, 2008, work session and directed staff to modify the agreement for consideration at the February 11 council meeting.
- The Council disapproved the agreement at the February 11 meeting.

- At the February 25 meeting the Council voted to reconsider the agreement at the March 24 meeting.
- The action before the Council is to reconsider the agreement at the March 24 meeting.

BACKGROUND

The District has conducted multiple, unsuccessful bond elections to build a wastewater system for Lockwood. The District wishes to conduct another bond election and has asked the City to enter into a new service agreement. Following the Council's approval of the agreement at the November 13, 2007 council meeting the District requested various revisions to the agreement, which were presented to the Council at the January 22, 2008 work session. Those revisions are:

- Reserve Capacity (Section 4) – language has been added requiring that the rates and amount of reserve capacity be renegotiated when District flows and loadings reach 80% of the projected ultimate flows and loadings.
- Franchise Fee & Surcharge (Section 19) – language has been added to clarify that the 6% surcharge will not apply to the system development fees or franchise fees.
- Wastewater Rate Arbitration Procedure (former Section 23) – all language allowing for mandatory binding arbitration of the rates was removed in response to the Council discussion at the recent work session. As staff indicated at the work session, this arbitration provision is the same as in the contract for the Billings Heights Water District. The advantages of this process are that it provides a non-litigious way to resolve disputes and also provides a forum where the decision maker is more knowledgeable in the rate-making process. The proposed language provides for non-binding mediation or binding arbitration where both parties agree to the arbitration (Section 26). Beyond this, court action is the only other mechanism for resolving any rate disputes.
- Fixed Sum Payment for Non-Regulatory Breaches (Section 28) – a daily fixed sum payment of \$3,000 for the District's noncompliance of any non-regulatory/non-statutory breach of the agreement has been added. The \$3,000 per day is intended to be a best estimate of risk for these types of situations. The previous \$25,000 per day penalty has been deleted as staff believes this is more appropriately encompassed in the general indemnification provisions of the agreement.
- Performance or Financial Guarantee Bond (Section 29) – a \$1,000,000 performance bond requirement is included in the agreement. The bond is to remain in place throughout the term of the agreement. Language has been added that will allow the District, at the sole discretion of the City, to provide some other form of financial guarantee. This is intended to provide the District alternatives in case they are unable to obtain a performance bond as has been indicated.
- Attorney's Fees (Section 33) – language has been inserted that provides that each party will pay their own attorney fees in cases of disputes with the agreement.

ALTERNATIVES ANALYSIS

Approve: Council approval of the agreement will provide the District with a continued opportunity to pursue construction of a wastewater system. There is sufficient capacity in the wastewater treatment plant to accommodate Lockwood with current average wastewater flows into the plant of approximately 16 mgd as compared to an average plant design flow capacity of 26 mgd. The City's discharge permit for the wastewater plant was renewed in November 2006 and will expire in 2011. For the most part, the permit carried forward the historic discharge limits. However, indications are that the next permit cycle will include limits requiring a higher degree of treatment, which will necessitate modifications to the treatment process and facilities at a future time. While the detail and extent of these modifications have not been identified, staff believes that the city's service requirements will drive the need for these modifications with or without the Lockwood flow contribution.

Approve with modifications: Approval of the agreement with modifications as the Council may determine will, as a minimum, provide the District with the continued opportunity mentioned above. The remaining benefits to the District will, of course, depend upon the nature of the modifications.

Do not approve: This action will not provide the District with the flexibility and time they need to consider further options and may jeopardize the grant funds now in place.

RECOMMENDATION

Staff recommends that Council approve the wastewater service agreement with the Lockwood Water and Sewer District.

Wastewater Service Agreement

THIS AGREEMENT made and entered into this _____ day of _____, 2008, by and between the City of Billings, Montana, a municipal corporation, hereinafter referred to as "CITY," and the Lockwood Area/Yellowstone County Water and Sewer District, a county water and sewer district organized and existing under the laws of the State of Montana, hereinafter referred to as "DISTRICT";

W I T N E S S E T H

WHEREAS, the CITY is authorized under state law to establish, construct, reconstruct, extend, operate and maintain a municipal wastewater utility with a plant for the treatment and/or disposal of wastewater and to regulate, establish and change the rates, charges, and classifications imposed on persons served by the municipal wastewater utility; and

WHEREAS, the DISTRICT is authorized under state law to construct, purchase, lease, acquire, operate and maintain a wastewater system to benefit the inhabitants of the DISTRICT; and

WHEREAS, the DISTRICT has determined that it would be cost effective at this time for the DISTRICT to transport its wastewater to the municipal wastewater system and to contract with the CITY for the treatment and disposal of said wastewater; and

WHEREAS, the CITY has determined that it has sufficient capacity in the municipal wastewater system to treat and dispose of the DISTRICT'S wastewater in a manner that meets all the effluent limitations set forth in the CITY'S current Montana Pollutant Discharge Elimination System Permit, MT-0022586.

NOW, THEREFORE, BE IT RESOLVED that in consideration of mutual covenants to be performed by the parties hereto, it is hereby agreed as follows, inclusive of the referenced Exhibits and Attachments:

1. **Contractual Relationship:** Approval of this wastewater service agreement (Agreement), including payment by the DISTRICT of system development fees, does not create in behalf of the DISTRICT and/or the DISTRICT'S users any ownership rights in the municipal wastewater system, nor is any joint venture, partnership, cooperative or other legal relationship between the CITY and the DISTRICT and/or the DISTRICT'S wastewater users created hereby. The only relationship established by this Agreement shall be that of municipal wastewater utility (Public Works Department) and contractual customer (DISTRICT), subject to the conditions set forth herein. Also, approval of this

Agreement does not authorize any infringement of federal, state or local laws by either party.

2. **Service Area:** This Agreement obligates the CITY to accept for treatment domestic wastes that are contributed from the DISTRICT'S users whose properties are situated entirely within the boundaries of the DISTRICT at the time of its creation under County Resolution #96-83, dated August 22, 1996, and as more specifically described and shown on Exhibit "A" and Exhibit "B," respectively, subject to the flow and loading limitations in Section 4 herein. Said area will hereinafter be referred to as "Service Area." It is further understood between the parties hereto that the DISTRICT shall not expand its Service Area to include any additional properties without first obtaining the CITY'S written consent to do so and that CITY has sole discretion to withhold such consent. Failure to obtain such consent shall subject the DISTRICT to the ~~penalty~~ fixed sum payment outlined in Section ~~29~~ 28 herein.

3. **Point of Connection:** The DISTRICT'S force main shall connect to the municipal wastewater system at or near the site of the municipal wastewater treatment plant, with the exact location subject to the written approval of the Public Works Director (Director). A professional engineer licensed to practice in the State of Montana shall design the method of connection. The Director and the Montana Department of Environmental Quality (DEQ) shall approve in writing the detailed plans and specifications for the connection prior to its construction. The DISTRICT shall bear all costs associated with construction, operation, maintenance and replacement of the DISTRICT'S force main and appurtenances, including the connection of its force main with the municipal wastewater system.

4. **Reserve Capacity:** Exhibit "C" is a January 22, 1998 Memo from Bill Enright, Morrison-Maierle, Inc., to Al Towleron, Public Utilities Department. Therein the District's engineering consultant estimates the per capita contributions for various wastewater constituents. Exhibit "D" is an excerpt from the Lockwood Water and Sewer District Facility Plan Report, which was subsequently supplied to Alan Towleron, Public Works Department, by Carl Anderson of Morrison-Maierle, the DISTRICT'S engineering consultant. Therein, the projected population for Lockwood is 9,119 for the year 2020, which the DISTRICT represents is the estimated ultimate build out of properties within the Service Area. Applying the per capita contributions to the projected build out population shows that for the Year 2020, the DISTRICT'S average daily wastewater flow will be 0.91 million gallons per day (mgd), its maximum daily flow of wastewater will be 2.74 mgd, utilizing a 3.0 peaking factor, the average Biochemical Oxygen Demand (BOD) Loading will be 1,915 pounds per day and its average Total Suspended Solids (TSS) Loading will be 2,006 pounds per day. Because conditions of development within the Service Area may change resulting in wastewater flows and

loadings ultimately exceeding those estimated above, the amount of capacity that the CITY will reserve in the municipal wastewater system for the sole benefit and use of the DISTRICT shall be 80% of the flows and loadings identified above, subject to negotiations up to 100%. The rates and billing methodologies developed for these flows and loadings, as outlined in Sections 19 and 20 shall be complied with by the DISTRICT. Approximately six (6) months prior to the time that flows or loadings are expected to equal the above-mentioned 80% value, the amount of reserve capacity, not to exceed 100% of the values identified above, shall be renegotiated and rates shall be recalculated in accordance with the applicable provisions of the Agreement. If there are flows or loads exceeding the limits specified in this section that have not been previously negotiated the CITY shall notify the DISTRICT of such noncompliance. ~~Six months prior to the time flows or loadings are expected to equal 80%.~~ If the DISTRICT does not restrict the flows or loads exceeding the limits within five (5) days of such notification, the ~~penalty~~ fixed sum payment outlined in Section ~~29~~ 28 herein shall apply.

Each time this Agreement is renegotiated, the DISTRICT may, at its sole discretion, decrease the amount of the reserve capacity set forth herein. Any increase in the reserve capacity at that time, however, shall be subject to the approval and acceptance of the CITY. Said renegotiated adjustments in the reserve capacity shall be taken into account the first time the CITY adjusts the rates that it charges the DISTRICT for treatment of the DISTRICT'S wastewater following such renegotiations. In any event, the CITY reserves the right to require the DISTRICT to contribute up-front for the construction cost of any additional reserve capacity that may be renegotiated.

The DISTRICT shall not sell nor transfer to any other party all or any portion of this reserve capacity. Any reserve capacity not being used by the DISTRICT at the termination of this Agreement (measured by utilizing the last 365 days of flow data as well as BOD and TSS Loading data) shall revert back to the CITY at no cost or charge to the CITY.

The DISTRICT may not at any time exceed the reserve capacity the CITY has set aside for the DISTRICT. In the event that the DISTRICT should exceed such reserve capacity, The DISTRICT shall accept no new customers or service line connections into its system and will immediately commence design and construction of pretreatment and/or I/I storage facilities to reduce flows and loads received by the CITY below the reserve capacity. Such facilities shall be completed within two years of notification by the CITY and if not completed, this contract will be terminated and service will be disconnected within an additional two years. Failure to comply with these provisions will subject the DISTRICT to the ~~penalty~~ fixed sum payment outlined in Section ~~29~~ 28 herein.

5. **Compliance with Regulations:** The DISTRICT hereby agrees to accept and abide by the following regulations governing wastewater service:

A. All applicable provisions of the Billings Montana City Code and the CITY'S Rules and Regulations Governing Wastewater Service or any future amendments thereto;

B. All state, federal and local regulations governing the discharging of wastewater and industrial wastes into the municipal wastewater system and any future amendments thereto; and

C. Any special conditions set forth in this Agreement.

If DISTRICT violates any of said codes, regulations and/or special conditions, the indemnification and ~~penalty~~ fixed sum payment provisions set forth in Sections ~~29~~ 28 and ~~34~~ 30 shall apply.

6. **Flow Measurement:** The DISTRICT, at its sole expense, shall install, operate and maintain any flow measuring facilities designated by the Director. The DISTRICT shall keep said facilities in good operating condition at all times. The flow measuring facilities shall, as a minimum, accurately and continuously indicate and record at the municipal wastewater treatment plant the rate of flow and volume of all wastewater passing through the DISTRICT'S force main and into the municipal wastewater system.

All such flow measuring facilities shall be calibrated at least annually under the direct supervision of a professional engineer who is licensed to practice in the State of Montana. Said professional engineer shall be mutually acceptable to both the DISTRICT and CITY. The professional engineer shall certify in writing to the CITY and DISTRICT within thirty (30) days of performing the calibration that the flow measuring facilities, including the wastewater meter, have been properly calibrated according to the manufacturer's recommendations and are operating within approved accuracy limits. All costs associated with the annual calibration of the flow measuring facilities, including the wastewater meter, shall be borne by the DISTRICT. Reasonable, estimated flow adjustments shall be made for any incorrect meter readings. The DISTRICT agrees to verify the calibration of the flow measuring facilities, at its sole expense and at the request of the CITY, in the event flow information deviates from normal indicating a problem with the facilities.

Failure to comply with these provisions shall subject the DISTRICT to the ~~penalty~~ fixed sum payment outlined in Section ~~29~~ 28 herein.

7. Testing and Sampling: The DISTRICT, at its sole expense, shall install, operate and maintain all sampling facilities designated by the Director. As a minimum, the DISTRICT shall install sampling and testing facilities at or near the point of connection of the DISTRICT'S force main with the municipal wastewater system and prior to the mixing of the CITY'S and DISTRICT'S wastewater. Such facilities shall be designed by a professional engineer, licensed to practice in the State of Montana. The facilities shall be located above ground and shall be designed to meet appropriate safety regulations and to satisfactorily operate under all weather conditions. The DISTRICT and the CITY shall have equal access at all times to said facilities.

The Director shall determine the type of tests to be performed, frequency of sampling, limits for test compliance, and methods and points of sampling on the DISTRICT'S influent wastewater. Said parameters are subject to change from time to time at the Director's sole discretion. Such changes do not require renegotiations of this Agreement. (See Attachment I)

A mutually acceptable DEQ-certified testing laboratory (CTL) shall perform all the sampling and testing of the District's wastewater required under this Agreement. The CTL shall perform said sampling and testing in accordance with 40 Code of Federal Regulations (CFR) Part 136, *Guidelines Establishing Test Procedures for the Analysis of Pollutants*. The CTL shall provide the CITY and DISTRICT with a written copy of the results of each test within 30 days of performing the test. The DISTRICT shall bear all costs associated with such testing and sampling. Reasonable, estimated adjustments shall be made for incorrect test results.

Failure to comply with these provisions shall subject the DISTRICT to the ~~penalty fixed~~ sum payment outlined in Section ~~29~~ 28 herein.

8. Test Noncompliance: Test results on samples of the DISTRICT'S wastewater that are in noncompliance with specified limits shall automatically trigger repeat sampling and testing by the CTL. If the follow-up test results remain out of compliance, the DISTRICT shall forthwith begin an in-depth investigation to determine the cause of noncompliance. Upon making such determination, the DISTRICT shall take immediate steps to correct the problem and regain full compliance. The DISTRICT shall, as a result of such noncompliance, make timely payment to the CITY of all costs, damages and penalties imposed by this Agreement and/or by any other applicable codes and regulations. In addition, the DISTRICT shall be subject to the ~~penalty fixed sum~~ payment provisions of Section ~~29~~ 28 herein.

9. Sewer Use Regulations: The DISTRICT shall adopt sewer use regulations to regulate the use of its wastewater system. Said regulations shall be subject to the

Director's written approval prior to their adoption by the DISTRICT. The sewer use regulations shall, as a minimum, be equivalent to the CITY'S adopted sewer use regulations and the model sewer use ordinance set forth in WPCF Manual of Practice No. 3, *Regulation of Sewer Use*, 1975. The DISTRICT shall aggressively enforce such regulations at all times, especially as it relates to prohibited pollutants and/or any limited pollutants allowed to enter the DISTRICT'S wastewater system. The DISTRICT agrees to adopt and enforce any sewer use regulations of the CITY as they may change from time to time.

The sewer use regulations shall also specifically prohibit the discharging of septage into the DISTRICT'S wastewater system. The DISTRICT shall assure, both through regulation and practice, that the discharging of any nondomestic and/or nonmetered wastes into the DISTRICT'S wastewater system from vehicular washing facilities, recreational vehicle (RV) dumps, and floor drains located in facilities utilized to maintain, repair or house vehicles and other motorized equipment shall conform with all policies, practices, administrative orders, rules and regulations, resolutions and ordinances of the CITY. The DISTRICT shall also prohibit in its sewer use regulations the discharge of any unpolluted waters into its wastewater system, such as storm water, groundwater, roof runoff, subsurface drainage, cooling water or industrial process waters.

Failure to comply with these provisions shall subject the DISTRICT to the ~~penalty~~ fixed sum payment outlined in Section ~~29~~ 28 herein.

10. Construction Standards: The DISTRICT shall adopt the CITY'S construction, testing and inspection standards that govern the installation of its sanitary sewers, the purpose of which shall be to ensure proper installation of said sewers and to ensure compliance with infiltration/inflow (I/I) requirements set forth herein. Plumbing systems and building sewers serving property within the DISTRICT'S Service Area shall comply with the Uniform Plumbing Code prior to connection with the DISTRICT'S wastewater system. I/I in the DISTRICT'S sanitary sewers and building sewers shall not exceed, at any time, 100 gallons per day, per inch-diameter, per mile of sewer pipe.

The DISTRICT shall maintain adequate records (such as inspection reports, test results, as-built drawings, permits, etc.) to document that its facilities have been properly inspected, tested and constructed during installation.

Failure to comply with these provisions shall subject the DISTRICT to the ~~penalty~~ fixed sum payment outlined in Section ~~29~~ 28 herein.

11. Operation and Maintenance: Failure by DISTRICT to properly operate and maintain its wastewater system can substantially influence the volume, rate of flow, and

characteristics of the wastewater discharged by DISTRICT into the municipal wastewater system. Accordingly, the DISTRICT shall at all times operate and maintain its wastewater system in a manner that is consistent with good utility practice, as set forth in Water Environment Federation Manual of Practice 7, *Wastewater Collection systems Management*, latest edition. The DISTRICT shall maintain adequate records to document its compliance with this section.

To ensure access to the DISTRICT'S wastewater system for operation and maintenance purposes, the DISTRICT'S sanitary sewer lines shall be located in street right-of-way and easement locations shall be kept to a minimum. In any event, all such easements shall guarantee DISTRICT unrestricted access to its sanitary sewers for such purposes at all times and under any weather conditions.

Failure to comply with these provisions shall subject the DISTRICT to the ~~penalty~~ fixed sum payment outlined in Section ~~29~~ 28 herein.

12. **Conservation:** The DISTRICT shall actively encourage its users to conserve water and to utilize flow reduction measures, such as reduced-flow shower heads, toilets, and faucets. The DISTRICT shall maintain an ongoing educational program for this purpose. Failure to comply with these provisions shall subject the DISTRICT to the ~~penalty~~ fixed sum payment outlined in Section ~~29~~ 28 herein.

13. **Pretreatment Program:** The DISTRICT shall not permit any person to discharge industrial wastes into the DISTRICT'S wastewater system without first adopting a Pretreatment Program, which shall be subject to the prior written approval of the Director and the EPA Regional Pretreatment Coordinator. The Director's approval shall be withheld until such time as the DISTRICT legally adopts enforceable pretreatment standards and requirements equal to or exceeding that adopted and enforced by the CITY and those set forth in 40 CFR Part 403. For further information and details regarding this issue as well as information regarding significant industrial users, see BMCC 26.611. Failure to comply with these provisions shall subject the DISTRICT to the ~~penalty~~ fixed sum payment outlined in Section ~~29~~ 28 herein.

14. **Odor and Corrosion Control:** The DISTRICT recognizes the CITY'S concern of the potential for odor generation and facility corrosion at the point of connection between the DISTRICT'S force main and the municipal wastewater system as well as downstream thereof. Accordingly, the DISTRICT shall construct adequate facilities to control such odors and corrosion using the Best Available Technology prior to beginning discharge of its wastewater into the municipal wastewater system. All odor and corrosion facility plans shall be reviewed and approved by the CITY prior to

construction. Failure to comply with these provisions shall subject the DISTRICT to the ~~penalty~~ fixed sum payment outlined in Section ~~29~~ 28 herein.

15. Enlargements and Modifications: The DISTRICT shall obtain the Director's written approval prior to enlarging or modifying any of its wastewater facilities which would change the character, volume, or rate of discharge of its wastewater entering the municipal wastewater system over and above that specified in this Agreement. Failure to comply with these provisions shall subject the DISTRICT to the ~~penalty~~ fixed sum payment outlined in Section ~~29~~ 28 herein.

16. Access, Records and Contact Person: The DISTRICT shall grant the Director access at all times to DISTRICT'S wastewater system facilities for the purpose of inspecting, sampling, and studying the DISTRICT'S wastewater and permission to contact any individual users. Also, the DISTRICT shall, on request, provide the Director with copies of any flow, sampling and testing records that the Director may deem appropriate for said purposes or for the purpose of checking DISTRICT'S compliance with sewer use, industrial waste and/or pretreatment regulations. Prior to beginning the discharge of wastes into the municipal wastewater system, the DISTRICT shall also advise the Director in writing of the name, telephone number and mailing address of its official representative, who shall be authorized to make decisions on the DISTRICT'S behalf regarding the terms of this Agreement and to receive any notices, service bills, correspondence, etc. required herein. Failure to comply with these provisions shall subject the DISTRICT to the ~~penalty~~ fixed sum payment outlined in Section ~~29~~ 28 herein.

17. Notification: The DISTRICT shall immediately notify the Director and the CITY'S wastewater treatment plant in the event of any accident, negligence, or other occurrence that occasions discharge to the municipal wastewater system of any waters or wastes not covered by this Agreement as well as any accidental slug discharges of authorized pollutants. In addition, the DISTRICT agrees to file with the Director, within five (5) working days of such discharge, a written report explaining why said discharge occurred. The report shall also identify in detail the DISTRICT'S plan of action to prevent reoccurrence of such type discharge. The DISTRICT shall be responsible for all damages, costs, and fines of the CITY due to unauthorized or negligent discharges. In addition, the DISTRICT shall be subject to the ~~penalty~~ fixed sum payment provisions of Section ~~29~~ 28 herein for failure to comply with these provisions.

18. Degree of Treatment: It is understood by the parties hereto that the CITY can only treat the DISTRICT'S wastewater to the extent the CITY is presently capable of treating said wastewater utilizing the existing municipal wastewater treatment facilities. In the event that DEQ, EPA or other agency requires a greater degree of treatment, the

CITY shall comply with such requirements and DISTRICT shall be assessed a higher rate for the disposal as agreed by the parties or as set forth in Sections 22 ~~and 23~~ herein.

19. **Billing:** The DISTRICT shall pay to the CITY a monthly charge for the treatment and disposal of the DISTRICT'S wastewater. Monthly payments shall begin at the time the DISTRICT commences discharge of wastewater into the municipal wastewater system. Payments are due and payable in full no later than thirty (30) days from the date of billing. Payments not received within thirty (30) days shall become delinquent and subject to a late-payment interest charge. The late-payment interest charge shall be the amount stated in the CITY'S adopted schedule of Rates and Charges. If agreed by the DISTRICT and CITY, system development fees may be included in this monthly billing process and, if so, will be subject to all provisions contained herein. ~~The DISTRICT agrees that all monthly charges due the CITY shall be subject to the City of Billings Franchise Fee as contained in the adopted schedule of Rates and Charges in effect at the time of billing and,~~ In addition to the franchise fee and other rates, fees and charges specified herein, a six (6) percent surcharge will be applied to all monthly charges for the treatment and disposal of the DISTRICT'S wastewater. The surcharge shall not apply to system development fees and franchise fees. All revenue generated from this Agreement as a result of the monthly franchise fee and surcharge shall be transferred to the city's general fund.

In addition to the remedies outlined in this section, the DISTRICT shall be subject to the penalty fixed sum payment provisions in Section ~~29~~ 28 herein.

20. **Future Wastewater Rate Making Methodology:** It is the intent of the parties hereto that during the life of this Agreement, the DISTRICT shall pay reasonable and just rates for treatment of its wastewater and that the CITY, in turn, shall receive a reasonable and just compensation for the treatment of the DISTRICT'S wastewater. Accordingly, the wastewater rate charged to the DISTRICT in the future for treatment of its wastewater shall be based upon cost-of-service principles as set forth in 40 Code of Federal Regulations (CFR) Part 35, *Guidelines for User Charges*. When calculating the cost-of-service rate to be charged the DISTRICT for treatment of its wastewater, the CITY'S rate expert shall use the "utility approach" to determine revenue requirements and the industry standards when allocating costs of service to cost components. In addition, the rate expert shall, among other things, take into consideration the following when calculating the cost-of -service rate to be charged the DISTRICT:

A. The amount and level of service that the CITY is providing the DISTRICT as well as any contributions the DISTRICT has made for the construction of the CITY'S wastewater treatment facilities.

B. The amount of contributions made by inside-city customers towards facilities utilized to serve the DISTRICT.

C. The amount of reserve capacity that the CITY has set aside for the DISTRICT in the municipal wastewater system.

D. The costs of any construction improvement required for increases in reserve capacity requested by the DISTRICT.

E. The cost of performing the rate study, unless arrangements are made between the CITY and DISTRICT for payment otherwise.

The rate expert shall also take into consideration the fact that the DISTRICT is classified as a non-owner customer under this Agreement, and as such, it should pay a return on investment to the CITY'S owner customers throughout the life of the Agreement. Moreover, the return on investment paid by the DISTRICT shall be based, among other things, upon the depreciated cost of the facilities needed to provide the reserve capacity the CITY has set aside for the DISTRICT'S exclusive use. Finally, the rate of return to be used to calculate the return on investment shall be a minimum of 15% in order to recognize the risks incurred by the CITY in serving the DISTRICT as well as the fact that the replacement cost of the reserve capacity the CITY has set aside herein for the DISTRICT will greatly exceed its original cost as a result of inflation, etc.

The DISTRICT shall pay its proportionate share of any federal, state or local fees assessed the municipal wastewater utility. Such fees shall be due and payable as set forth in Section 19, above.

In the event the strength of the pollutants (BOD, TSS, etc.) contained in the DISTRICT'S wastewater are determined to exceed those normally present in domestic wastes, the CITY will charge the DISTRICT, in addition to other rates set forth herein, an extra-strength surcharge as identified in the adopted schedule of Rates and Charges.

The rates the CITY charges the DISTRICT for the treatment of any special wastes and/or permitted industrial wastes shall be determined on a case-by-case basis. Determination of such rates requires separate study and negotiation. (See BMCC 26-106 for additional information regarding special agreements and payments for unusual wastewater treatment.) Any and all costs associated with and incurred by the CITY arising from such special study and negotiation shall be paid by the DISTRICT. In the event the DISTRICT declines to pay for such study and negotiation, the special waste and/or permitted industrial wastes shall not be accepted by the DISTRICT into the wastewater system. Failure by the DISTRICT to comply with these provisions will be subject to the

~~penalty fixed sum payment~~ provisions in Section ~~29~~ 28 herein. In any event, such rates shall be charged to the DISTRICT in addition to any other rates set forth herein. Nothing in this section shall relieve the DISTRICT from their obligation to adopt and administer a pretreatment program as specified in Section 13.

The CITY reserves the right to periodically adjust the rates set forth herein in conformance with the provisions of Sections 20; ~~22~~ and ~~23~~ 22.

21. System Development Fees: In addition to the wastewater rates the DISTRICT shall pay to the CITY wastewater system development fees with the amount of the fee to be determined by the CITY'S rate expert. The rate expert shall determine the methodology to be used to calculate the fees that is most fitting for this Agreement; however, lacking such a determination by the rate expert, the methodology used shall be one most advantageous to the CITY as determined by the CITY.

The fees shall be assessed on a per-connection basis and shall be due at the time of connection to the DISTRICT'S sewer system; however, the rate expert may recommend an alternate assessment method if deemed appropriate to this Agreement, provided, however, that any alternate method must be approved by the CITY. The DISTRICT shall maintain sufficient records to document connections to their system and information necessary to determine the system development fees to be paid by the DISTRICT. Such records shall be available to the CITY upon request. Failure to properly maintain records and pay the system development fees due will subject the DISTRICT to the ~~penalty fixed sum payment~~ provisions in Section ~~29~~ 28 herein and will be grounds for termination of this Agreement. Details of the procedure for payment of the fees to the CITY by the DISTRICT as well as the record keeping by the DISTRICT to document the fees to be paid to accomplish this process shall be cooperatively determined by the DISTRICT and CITY.

22. Wastewater Rate Study: With respect to any wastewater rate study that would affect the wastewater rate charged to the DISTRICT, the CITY shall give the DISTRICT advance notice of its intent to have a rate expert undertake such a study. The rate expert's draft report(s), work papers and any underlying data used to generate such report(s) shall be available upon request to the DISTRICT. The CITY'S rate expert shall be available to meet at reasonable times with the DISTRICT and/or its rate experts during this process or the DISTRICT Manager or member of the DISTRICT'S staff, but not to include counsel. The DISTRICT agrees to provide any information relevant to determining the DISTRICT'S customer service characteristics.

Once the CITY'S rate expert has completed its written report, the CITY shall promptly provide a copy of that report to the DISTRICT, ~~and the DISTRICT shall respond to that~~

report within forty five (45) days after receiving the report by submitting a written response to the Director.

~~If the CITY and DISTRICT are unable to agree on a reasonable and just wastewater rate to be charged the DISTRICT, then the CITY and DISTRICT shall have thirty (30) days from the date of submission of the DISTRICT'S response to the CITY'S wastewater rate study within which to informally attempt to reach an agreement through non-binding mediation. The CITY and DISTRICT agree to work together in good faith in attempting to reach an agreement on a reasonable and just rate.~~

~~**23. Wastewater Rate Arbitration Procedure:** If, after the consultation described in Section 22, the DISTRICT and the CITY are still unable to agree on a reasonable and just wastewater rate to be charged to the DISTRICT, then the matter(s) in dispute shall be submitted to binding arbitration. The CITY'S wastewater rate expert, who conducted the study and participated in the negotiation described in Section 22, and a wastewater rate expert retained by the DISTRICT shall mutually agree and appoint a third wastewater rate expert who shall be the sole neutral arbitrator of the dispute. The appointment of the arbitrator shall be made within twenty (20) days of the conclusion of the negotiation period described in Section 22. The arbitrator shall be neutral, shall never have been a resident of Yellowstone County, shall never have worked for either of the parties, and shall be a qualified wastewater rate expert.~~

~~A. Within twenty (20) days of the appointment of the arbitrator, the parties shall exchange expert disclosure statements containing the information set forth in Rule 26(b)(4), Mont. R. Civ. P., together with any draft report(s), work papers, and underlying data generated and/or used by any expert, and shall provide a list of all lay witnesses and the substance of their testimony.~~

~~B. The arbitration hearing shall be held no later than sixty (60) days following the appointment of the arbitrator, and the arbitrator shall render a decision no later than thirty (30) days after the hearing.~~

~~C. Both the CITY and the DISTRICT shall present their respective positions to the arbitrator. Following the arbitration hearing, the arbitrator shall be limited to adopting that party's position which best represents the intent of this Agreement, but shall be prohibited from adopting any alternative rates.~~

~~D. The arbitration hearing shall be conducted according to such procedure as the arbitrator may choose so as to allow each party to fully present its position and may be formal or informal.~~

~~E. The cost of the arbitrator shall be borne equally by both parties.~~

~~24.~~ **23. Annexation of District:** Should fifty-five (55) percent or more of the property within the DISTRICT'S Service Area become annexed either voluntary or by election into the corporate city limits, the DISTRICT shall take, at the CITY'S sole discretion and with the CITY'S written consent, whatever steps are legally necessary to transfer its wastewater assets and liabilities to the CITY. Failure to timely comply with this section shall subject the DISTRICT to the ~~penalty~~ fixed sum payment provisions of Section ~~29~~ 28 herein and be sufficient grounds to terminate this Agreement.

~~25.~~ **24. Term of Agreement:** The first term of this Agreement is fifteen (15) years. This Agreement is renegotiable at any time if both parties so consent in writing. Either party may terminate this Agreement by giving the other party eight (8) years written notice. ~~If no notice to terminate is received at least one (1) year prior to the expiration of this Agreement, then~~ Upon expiration of the first fifteen (15) year term, this Agreement will automatically renew for four (4) an additional ten (10) years terms unless terminated by either party by giving eight (8) years notice or unless the terms are modified by mutual agreement of the parties. This Agreement may be subsequently renewed three more times for an additional ten (10) years each, subject to the preceding clause.

~~26.~~ **25. Milestones:** The DISTRICT shall have two (2) years from the date this Agreement is initially signed to successfully approve a financing program that will allow construction of a wastewater system. Construction of the wastewater improvements ~~to connect to the City's treatment plant~~ shall commence within three (3) years from the date this Agreement is initially signed and be diligently pursued to the point of establishing wastewater discharge to the CITY. Should the DISTRICT fail to meet either of these milestones, this Agreement shall automatically terminate immediately. However, it is further agreed that if the DISTRICT fails to meet the milestone for whatever reason, termination of this Agreement is the only remedy available to the CITY and the DISTRICT shall not be subject to any liquidated damages fixed sum payment nor will there be any claim asserted by the CITY upon the performance bond/financial assurance as provided in Section ~~30~~ 29 because the DISTRICT failed to meet the milestone.

~~27.~~ **26. Non-Binding Mediation:** As a prerequisite to commencing litigation on any unresolved dispute arising from this Agreement, the parties agree that, ~~with the exception of wastewater rate adjustment matters,~~ all unresolved claims, demands, disputes, controversies and differences that may arise between the parties concerning the content of this Agreement shall first be submitted to non-binding mediation. The parties shall confer and agree upon selection of a mediator for such purposes; however, if they cannot agree, each party shall select a mediator and both mediators shall then agree upon

and select a third mediator before whom all disputes shall be presented. Thereafter, either party may pursue litigation and shall have a right to file an action if mediation does not result in a final agreement and release between the parties which resolves all disputes pending at that time. Jurisdiction of all litigation shall be in Montana State District Court and venue shall be in Yellowstone County, Montana. Each party shall bear its own internal costs of mediation including attorney fees and costs, if any. Each party shall pay 50% of any and all fees and costs charged by the selected mediator.

In lieu of the above paragraph, the parties may agree and stipulate to binding arbitration in lieu of mediation. The arbitrator shall be selected, the arbitration conducted and the arbitration ruling shall be pursuant to the Montana Arbitrators' Association. Binding arbitration shall preclude litigation in District Court by either party on any issue decided by the arbitrator. Each party shall bear their own attorney fees and related costs and expenses if binding arbitration is selected as the dispute resolution method.

~~The Court shall be authorized to award the prevailing party reasonable attorney fees and costs should the parties proceed with litigation as described above in District Court.~~

~~28.~~ **27. Definitions:** Terms/phrases used herein this Agreement (such as but not limited to Biochemical Oxygen Demand (BOD), customer, domestic wastes, industrial wastes, Montana Pollutant Discharge Elimination System (MPDES) Permit, municipal wastewater system, municipal wastewater treatment plant, municipal wastewater utility, pollutant, pretreatment, public works department, public works director, rules and regulations, septage, service agreement, Total Suspended Solids (TSS), infiltration/inflow (I/I), user, wastewater, and wastewater meter) shall be defined as set forth in the Billings Montana City Code or the CITY'S Rules & Regulations Governing Wastewater Service, or any future amendments thereto.

~~29.~~ **28. Penalty Fixed Sum Payment for All Non-Regulatory Breaches of Agreement:** ~~In the event the DISTRICT fails to comply with obligations outlined in this Agreement, in addition to all other remedies available under the law and specified herein, the DISTRICT agrees to pay to the CITY a penalty in the amount of \$25,000.00 per day for each day that the DISTRICT is in noncompliance with any federal, state or local law or regulation or discharges wastewater containing substances that may or does in turn cause the CITY to incur a fine due to such noncompliance or discharge including but not limited to MPDES permit violations or pretreatment violations by the DISTRICT.~~

The DISTRICT also agrees to pay the CITY a fixed sum payment in the amount of \$3,000.00 per day for each day that the DISTRICT is in noncompliance with any non-regulatory/non-statutory breach of this Agreement such as but not limited to exceeding the Reserve Capacity and discharge limits under Section 4 of this Agreement.

~~30.~~ **29. Performance or Financial Guarantee Bond:** The DISTRICT shall provide an annually renewable Performance or Financial Guarantee bond in the name of the CITY in the amount of \$1,000,000.00 (One Million) dollars for the faithful performance of all obligations under this Agreement and shall remain in force at all times throughout the term of this Agreement. The bond will be for a one year term to protect the CITY in the event of default by the principal (the DISTRICT) in the performance of the terms of this Agreement. The bond may be extended for additional one year terms at the option of the Surety however a new bond shall be provided each year to the CITY, no continuation certificates will be acceptable. Neither non-renewal by the surety nor failure or inability of the principal to file a replacement bond shall constitute a loss by the obligee (CITY) recoverable under the bond. However, non-renewal of the Bond and inability to provide and continuously maintain a replacement bond by the DISTRICT, or the CITY'S decision to reject an unsuitable alternative financial assurance offered by the DISTRICT, shall be a breach of this Agreement subject to alternative action by the CITY such as but not limited to termination under Section ~~32~~ 31 and/or the non-regulatory/non-statutory penalty provision of Section ~~29~~ 28 as well as all other applicable provisions within this Agreement.

The bond shall be in a form acceptable to the CITY except as provided otherwise by laws or regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety bond Branch, U.S. Department of the Treasury. Any bond signed by an agent must be accompanied by a certified copy of the agent's authority to act.

If the surety on any bond furnished by the DISTRICT is declared bankrupt or becomes insolvent or its right to do business in Montana is terminated or it ceases to meet the requirements in the section above, the DISTRICT shall notify the CITY and shall, within twenty (20) days after the event giving rise to such notification, provide another bond which shall comply with the requirements herein.

Any bond required shall be obtained from surety or insurance companies that are duly licensed or authorized in Montana, with minimum "A.M. Best Rating" of B+, VI, as will protect the CITY for the amount so required.

In lieu of the performance or financial guarantee bond referenced herein, the CITY may, in its sole discretion, accept other, alternative financial assurances or pledged and encumbered DISTRICT reserves in the amount of \$1,000,000 (One Million) dollars for the faithful performance of this Agreement.

~~Failure to comply with the provisions of this Section shall subject the DISTRICT to the penalty provisions of Section 29 herein as well as be grounds for termination of this Agreement.~~

~~31.~~ **30. Indemnification and Insurance:** The DISTRICT agrees to indemnify, hold harmless, and defend the CITY from and against all liabilities, claims, penalties, daily or one-time fines assessed by any regulatory agency, forfeitures, suits, preliminary or permanent injunctions, and costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees) which the CITY may incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders, to the extent that such damage is caused by; (1) the DISTRICT'S breach of this Agreement; or (2) any negligent or willful act or omission of DISTRICT or its employees, contractors or agents in the performance of services.

In addition, the DISTRICT shall indemnify and hold the City harmless if the DISTRICT is in noncompliance with any federal, state, or local law, order or regulation including but not limited to discharges of wastewater that causes the CITY to incur a fine or penalty, causes the CITY to do or refrain from doing any act as ordered by any federal, state or local regulatory agency or causes the City to discharge in violation of MPDES permit or pretreatment violations.

The CITY agrees to indemnify, hold harmless, and defend the DISTRICT from and against all liabilities, claims, penalties, forfeitures, suits, and costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees), which the DISTRICT may incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders, to the extent that such damage, is caused by; (1) the CITY'S breach of this Agreement; or (2) any negligent or willful act or omission of the CITY or it's employees or agents.

The DISTRICT shall provide the CITY with proof of the DISTRICT'S liability insurance for personal injury and property damage in the amount of \$750,000 per claim and \$1,500,000 per occurrence, endorsing the City as primary, non-contributory insured. Such insurance shall be reviewed by and subject to approval by the CITY as a prerequisite to commencing the mutual performance of this Agreement by the parties.

~~32.~~ **31. Remedies Upon Default and Termination:** Notwithstanding the notice provision in Sections 4 and 17, should the DISTRICT violate any term of this Agreement the CITY shall provide written notice of such within fourteen (14) calendar days of discovering the violation or being advised in writing by the DISTRICT of such violation. The DISTRICT shall have an additional fourteen (14) calendar days to remedy any violation after receiving written notice from the CITY.

Thereafter, should the DISTRICT fail to remedy any violation, it shall be deemed in breach of and in default under this agreement. The CITY shall be entitled to exercise any or all remedies specifically provided in this agreement as well as all other legal remedies available to it provided by law such as but not limited to submitting a claim upon the DISTRICT'S Financial Guarantee Bond, initiating litigation to compel specific performance, submitting a request to the DISTRICT for indemnification or to recover penalties under Section ~~29~~ **28** of this Agreement or any other incurred damages from the DISTRICT.

~~33.~~ **32. Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Montana, without reference to or application of choice of law rules or principles.

~~34.~~ **33. Attorney's Fees and Litigation Venue:** ~~Should either party employ an attorney or attorneys, or utilize the services of in-house attorneys to enforce any of the provisions herein, or to protect its interest in any manner arising under this Agreement, the prevailing party shall be entitled to all reasonable costs, damages, expenses and reasonable attorneys fees including fees for in-house attorneys, expended or incurred in enforcing the terms of this Agreement.~~

In the event litigation is commenced by either party to enforce any rights or obligations under this agreement, the prevailing party, if any, shall not be entitled to any litigation costs or expenses; rather, each party shall bear all of their respective litigation costs including, but not limited to, attorneys fees and expert witness fees.

Venue for such litigation shall be in the District Court of the Montana Thirteenth Judicial District, Billings, Yellowstone County, Montana.

~~35.~~ **34. Severability and Waiver:** In the event any provision of this Agreement is declared void, invalid or contrary to law, the parties hereto agree that the remaining provisions shall continue and remain in full force and effect.

IN WITNESS WHEREOF, each of the Parties has executed and delivered this Agreement as of the date first above written.

City of Billings, Montana

Lockwood Area/Yellowstone
County Water & Sewer District

By: _____
Mayor

By: _____
Chairman

By: _____
City Attorney

By: _____
District Attorney

Attest:

Attest:

City Clerk

Secretary

ATTACHMENT I

Pursuant to the Agreement between the City of Billings (City) and the Lockwood Area/Yellowstone County Water and Sewer District (District), this Attachment sets forth the tests to be performed by District on the wastewater it discharges into the municipal wastewater system. This Attachment also sets forth the frequency of sampling, the limits for test compliance and the methods of sampling. The following parameters and other criteria are subject to periodic change by the Director, at his sole discretion:

| Test Parameter | Parameter Limit | Sample Frequency | Type of Sample |
|--------------------------------------|------------------------|-------------------------|-----------------------|
| BOD ₅ | 300 mg/l | Weekly ¹ | Composite |
| TSS | 300 mg/l | Weekly ¹ | Composite |
| pH | 5.5 - 9.0 | Daily | Grab |
| Total Oil & Grease ^{2,5} | 100 mg/l | 2x/week | Grab |
| TPH (Total Petroleum Hydrocarbons) | 100 mg/l | Bi-monthly | Grab |
| Total Phosphorus (as P) | | 1x/Quarter | Composite |
| Total Ammonia (as N) | | 1x/Quarter | Composite |
| Nitrate & Nitrite (as N) | | 1x/Quarter | Composite |
| TKN (Total Kjeldahl Nitrogen) | | Quarterly | Composite |
| Temperature | | Weekly | Instantaneous |
| Volatile Organics ^{3,4} | | Annually | Grab |
| Organic Acids ^{3,4} | | Annually | Composite |
| Base/Neutral Organics ^{3,4} | | Annually | Composite |
| Pesticides ^{3,4} | | Annually | Composite |
| Antimony (Total) | | Quarterly | Composite |
| Arsenic (Total) | 2.5 mg/l | Quarterly | Composite |
| Beryllium (Total) | | Quarterly | Composite |
| Cadmium (Total) | 13.9 mg/l | Quarterly | Composite |
| Chromium (III) | | Quarterly | Composite |
| Chromium (VI) | | Quarterly | Grab |
| Chromium (Total) | 35.3 mg/l | Quarterly | Composite |

| Test Parameter | Parameter Limit | Sample Frequency | Type of Sample |
|---|------------------------|-------------------------|-----------------------|
| Lead (Total) | 2.2 mg/l | Quarterly | Composite |
| Mercury (Total) | 0.15 mg/l | Quarterly | Composite |
| Nickel (Total) | 26.8 mg/l | Quarterly | Composite |
| Selenium (Total) | < Detection Limit | Quarterly | Composite |
| Silver (Total) | 1.1 mg/l | Quarterly | Composite |
| Thallium (Total) | | Quarterly | Composite |
| Zinc (Total) | 1.1 mg/l | Quarterly | Composite |
| Cyanide (Total) | 2.6 mg/l | Quarterly | Grab |
| BTEX (Benzene, Toulene, Ethelbenzene, Xylene) | | Monthly | Grab |
| Tetrachloroethylene | | Quarterly | Grab |

Footnotes:

- 1 A 24-hour, composite sample to be taken on progressive days each sampling event.
- 2 A visual sheen shall be considered a violation.
- 3 Minimum parameters to be tested for as determined by the Director.
- 4 A minimum of every 5 years, or sooner if determined necessary by the Director; monthly analysis for parameters designated by Director shall be done in support of local limits re-evaluation.
- 5 In addition to the visual sheen criteria set forth in Footnote 2, above, oil and grease shall not cause any interference or obstruction in the municipal wastewater system.

[\(Back to Regular Agenda\)](#)

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
Monday, March 24, 2008

TITLE: Public Hearing for Site Development Ordinance Variance #OP-08-01
DEPARTMENT: Public Works/Engineering
PRESENTED BY: Dave Mumford, P.E., Public Works Director

PROBLEM/ISSUE STATEMENT: The Salvation Army desires to construct a new Recreation Center Building consisting of a gymnasium, kitchen, classrooms, staff apartments and temporary overnight sleeping areas. The building will be located at 2016 6th Avenue North, on Lots 11-18, Block 262, Billings Original Town. This property is located between North 20th and North 21st Streets along the south side of 6th Avenue North. The Salvation Army requests variances for Section 6-1203(j) of the Site Development Ordinance. Section 6-1203(j) pertains to the number of off-street parking stalls required. The Salvation Army since the March 10, 2008 City Council Meeting has made changes to the new Recreation Center design. The original proposal would have only provided 14 of the 163 required parking stalls. The new design reduces the size of the building and the number of off street parking stalls required. The reduction in size also allows for the construction of additional off street parking. The new proposal requires that 112 parking stalls be provided. The new design will now provide 23 parking stalls instead of the 14 original proposed. The revised plan will still have a shortage of off street parking of 89 parking stalls.

ALTERNATIVES ANALYZED:

1. Approve the variance. Approval of this variance will allow the Salvation Army to operate the Recreation Center facility without meeting the Site Development Ordinance which covers the requirements for off-street parking needs.
2. Approve the variance with Conditional Deed Restrictions. Approval of this variance will allow the Salvation Army to operate the Recreation Center facility without meeting the Site Development Ordinance which covers the requirements for off-street parking needs. These conditions would place restrictions on the property and the type of facility and usage that could be operated under the variance for this property. The Deed Restrictions for the property and variance are listed in the "Attachment I".
3. Do not approve the variance. Denial of this variance will require redesign or relocation of the facility.

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

RECOMMENDATION

Staff recommends that Council approve the variance with Conditional Deed Restrictions allowing the reduced number of off-street parking spaces required.

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

ATTACHMENTS

- A. Application for Variance
- B. Revised Proposed Site Plan - showing the 23 parking stalls
- C. Existing Facility Sheet “ A-1 “
- D. Revise Program - space requirements
- E. Revised Facilities Plan (1st – 3rd Floor – 3 sheets)
- F. Salvation Army Recreation Center – Parking Variance Request Calculation
- G. The Salvation Army Solid Rock Youth Center – Projected Flow Chart
- H. CTA Architects Engineers Letter – To Candi Beaudry
- I. Conditional Deed Restrictions

INTRODUCTION

The Salvation Army desires to construct a new Recreation Center Building consisting of a gymnasium, kitchen, classrooms, staff apartments and temporary overnight sleeping areas. The building will be located at 2016 6th Avenue North, on Lots 11-18, Block 262, Billings Original Town. This property is located between North 20th and North 21st Streets along the south side of 6th Avenue North. The Salvation Army requests variances for Section 6-1203(j) of the Site Development Ordinance. Section 6-1203(j) pertains to the number of off-street parking stalls required.

PROCEDURAL HISTORY

- On July 23, 2007 the City Council approved an initiative to extend the CBD.
- Planning Division held a public meeting on November 15, 2007 inviting members of the neighborhood and surrounding neighborhood to attend.
- The Zoning Commission conducted a public hearing on January 2, 2008, and forwarded a recommendation for denial with a vote of 5-0.
- The City Council held a public hearing for the expansion of the Central Business District Zoning (Zone Change # 831) on January 28, 2008. City Council at that time voted to delay action on the zone change application and directed staff to assist the Salvation Army apply for variances.
- The City Board of Adjustment will hear and act on the zoning variance concerning building setbacks on March 5, 2008.
- The City Council will hear and act on the site development code for off street parking on March 10, 2008.
- The City Board of Adjustments approved the zoning variance for building setbacks on March 5, 2008.
- The City Council held a public hearing on March 10, 2008 for a variance to allow the Salvation Army to operate the Recreation Center facility without meeting the Site Development Ordinance requirements for off-street parking. City Council at that time voted to delay action on the variance until March 24, 2008 and directed staff to prepare documentation for Deed Restrictions in conjunction with the Variance for the Salvation Army.

BACKGROUND

CTA Architects/Engineers is the consultant for the design of the Salvation Army's new Recreation Center and they provided a Site Plan for the variance showing the proposed lay out for the new facility, the off-street parking that will be constructed with the project and the parking that is located on the Salvation Army's property on the west side of North 21st Street (see attachment Exhibit "B").

In accordance with past City practices, the owner is calculating the required parking based on Section 6-1203(1) (e): Mixed Occupancies. In the case of mixed uses, the total requirements for the various uses shall be computed separately. The total requirements are to be the sum of the area computed. Off-street parking facilities for one (1) use shall not be considered as a substitute for joint use.

The owner is proposing to use the following parking requirements from Section 6-1203(j) for their variance request.

- A. Churches, auditoriums, bingo parlors 1 and similar places of assembly: 1 per 4 seats or 1 per 100 linear inches of pew or 1 per 65 sq. ft. of gross floor area used for assembly.
- B. Stadiums, sports arenas and similar assemblies: 1 per 4 seats or 1 per 100 sq. ft. of assembly space without fixed seats.
- C. Banks, business and professional offices - 1 per 300 sq. ft. of gross floor area.
- D. School, elementary, junior-high public or parochial: 5 spaces plus one (1) per classroom with minimum auditorium requirements.
- E. Boarding houses, lodging homes or similar uses: 1 per dwelling unit or lodging unit
- F. Residential, single family or duplex: 2 per dwelling unit
- G. Residential, multifamily: 1 per one bedroom dwelling unit 1.5 per two or more bedroom dwelling unit.

The Salvation Army came forth earlier this year with the original proposed plan consisting of a project of approximately 26,000 square feet in size. The above criteria was used for calculating the number of off-street parking stalls required. It was determined that approximately 108 stalls of which 5 stalls are to be handicapped accessible, would be required for the project at that time. Since then the Salvation Army has made some additional revisions and increased the size of the new facility to approximately 37,000 square feet and increased the number of required off street parking stalls to approximately 163 stalls, of which 6 are to be handicapped accessible.

The site plan presented on March 10th, 2008 showed that the off street parking proposed at that time would have been 14 of which 4 will be handicapped accessible. The Salvation Army was therefore requesting a variance for 149 off street parking spaces at that time.

Most recently The Salvation Army has presented a revised proposal which now reduces the size of the new facilities to 21,494 square feet in size. When calculating the number of off-street parking required for the newly proposed facility it was determined that 112 stalls off street parking stalls would be required of which 5 stalls are to be handicapped accessible for the project. In addition the reduction of the size of the facility allows for the construction of additional off street parking on site. The new proposal design will now provide 23 parking stalls instead of the 14 original proposed.

The Salvation Army was therefore was requesting a variance for 89 off street parking spaces and that the needed parking spaces to be provided throughout the surrounding area in on street parking and the Salvation Army's main building's westerly parking lot along North 22nd Street

which can accommodate between 20 to 53 off street parking spaces dependent upon time and day of week.

The owner has provided a letter (Attachment “ H ”) from CTA Architects Engineers detailing the estimated needs usage of the property owner for the new facility. In Attachment “ H “ the owner references a flow chart showing that peak time occupancy would require an estimated 20 parking stalls (Attachment “ G “) and that the Salvation Army’s main building located across North 22nd Street has 53 parking spaces available (Attachments “ B “ and “ C “)

- For the requested variance, the Site Development Ordinance reads as follows:
- Section 6-1203(j):
- *Table of minimum standards.* Required parking spaces shall be in conformance with the following table and where alternative standards are indicated, the greater requirement applies in conflicting computation; where the total quota results in a fraction the next highest full unit shall be provided.

ALTERNATIVES ANALYSIS

1. Approve the variance. Approval of this variance will allow the Salvation Army to operate the Recreation Center facility without meeting the Site Development Ordinance which covers the requirements for off-street parking needs.
2. Approve the variance with Conditional Deed Restrictions. Approval of this variance will allow the Salvation Army to operate the Recreation Center facility without meeting the Site Development Ordinance which covers the requirements for off-street parking needs. These conditions would place restrictions on the property and the type of facility and usage that could be operated under the variance for this property. The Deed Restrictions for the property and variance are listed in the “Attachement I”.
3. Do not approve the variance. If this variance is denied, the owner has three options to meet the requirements of the Site Development Ordinances. The first option would be to reduce the size and footprint of the Recreation Center facility, thus reducing the number of off street parking requirements and providing more available space for parking. The second option would be to find a different location for this type of facility to accommodate the number of customers using the Recreation Center facility and be in compliance with the site development requirements. The third option would be to continue to pursue the zone change to Central Downtown Business District.

STAKEHOLDERS

Billings Industrial Revitalization District (BIRD) is currently working with the Big Sky Economic Development Authority (BSEDA) and with the City County Planning Department in creating a land use master plan for the area encompassing the Salvation Army property. An Urban Renewal Plan was developed in 2006 for the master planning but was deferred until

funding could be obtained. Funding has recently been obtained for the master plan with the help of the U. S. Economic Development Agency as long as the funds meet the matching funds requirement. The matching funds have been met to the amount of \$150,000 which has allowed the master planning to proceed forward this year.

SUMMARY

The New Recreation Center will only provide 23 of the 112 required parking stalls. On street parking is not recognized in this district as meeting part of the off-street parking requirements. The proposed site does not have the adequate space for any additional parking stalls as the site is currently proposed. In the future, if the building is sold to be used as offices and a change in use does not occur, the new tenant would not be able to install or meet the parking requirements. Parking could become an issue if the new tenant is not interested in offering incentives for creating alternative transportation such as carpooling, riding the bus, walking, and riding bikes. The parking that is being proposed or provided is a significant difference than what is required parking by City Ordinance.

Therefore, a conditional deed restriction is recommend to coincided with the proposed Salvation Army Recreation Center project, the property and the proposed variance should any of these conditions change the variance would no longer be valid.

RECOMMENDATION

Staff recommends that Council approve the variance with Conditional Deed Restrictions allowing the reduced number of off-street parking spaces required.

ATTACHMENTS

- A. Application for Variance
- B. Revised Proposed Site Plan - showing the 23 parking stalls
- C. Existing Facility Sheet " A-1 "
- D. Revise Program - space requirements
- E. Revised Facilities Plan (1st – 3rd Floor - 3 sheets)
- F. Salvation Army Recreation Center – Parking Variance Request Calculation
- G. The Salvation Army Solid Rock Youth Center – Projected Flow Chart
- H. CTA Architects Engineers Letter – To Candi Beaudry
- I. Conditional Deed Restrictions

Attachment "A"

Application # OP-08-01

APPLICATION FOR VARIANCE

1. Legal description of property: Lots 11-18, Block 262
2. Address (if unknown, contact the City Engineer's office) or general location: 2016 6th Avenue North
3. Owner(s): Salvation Army, Major Keith C. Bottjen
(Recorded Owner)
2100 6th Avenue North
(Address)
(406) 245-4659
(Phone Number)
4. Agent(s): CTA Architects Engineers, Anya Fiechl
(Name)
13 North 23rd Street
(Address)
(406) 896-6100 x 6154
(Phone Number)
5. Section of the Site Development Ordinance that this request for variance applies to: Controlled Industrial zone parking requirements
6. Reason for request: The parking requirements according to the Code of Ordinances of the City of Billings, section 6-1203, far exceeds the available space on site. This request is for a parking variance of 146 parking stalls.
7. Covenants for deed restrictions on the property: Yes No
(if yes, please include a copy)

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

Signature: [Handwritten Signature] (Recorded Owner) Date: 2-4-8

Fee: \$160.00

Receipt #: 231885

Hearing Date: _____

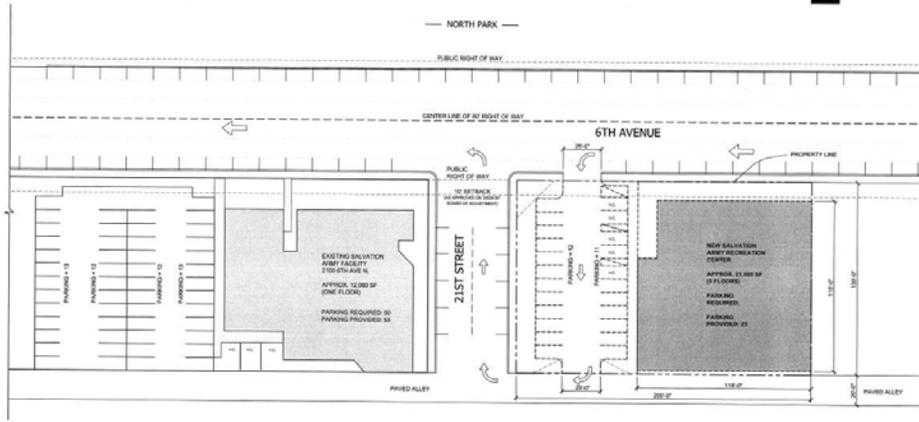
Attachment "B"

SALVATION ARMY RECREATION CENTER, BILLINGS, MONTANA

VARIANCE REQUEST SITE PLAN
REVISED 3-13-08

NOT FOR CONSTRUCTION

CTA ARCHITECTS ENGINEERS



VARIANCE REQUEST SITE PLAN

SCALE: 1/40



Attachment "C"

GENERAL SITE NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MONTANA BUILDING CODE AND ALL APPLICABLE ORDINANCES.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MONTANA ZONING ORDINANCES AND ALL APPLICABLE ORDINANCES.
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MONTANA PLUMBING CODE AND ALL APPLICABLE ORDINANCES.
4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MONTANA ELECTRICAL CODE AND ALL APPLICABLE ORDINANCES.
5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MONTANA MECHANICAL CODE AND ALL APPLICABLE ORDINANCES.
6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MONTANA FIRE CODE AND ALL APPLICABLE ORDINANCES.
7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MONTANA HEALTH CARE FACILITY REGULATIONS AND ALL APPLICABLE ORDINANCES.
8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MONTANA ENVIRONMENTAL HEALTH SAFETY ACT AND ALL APPLICABLE ORDINANCES.
9. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MONTANA HISTORIC PRESERVATION ACT AND ALL APPLICABLE ORDINANCES.
10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MONTANA LAND USE ACT AND ALL APPLICABLE ORDINANCES.
11. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MONTANA WATER RESOURCES ACT AND ALL APPLICABLE ORDINANCES.
12. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MONTANA AIR QUALITY ACT AND ALL APPLICABLE ORDINANCES.
13. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MONTANA SOIL CONSERVATION ACT AND ALL APPLICABLE ORDINANCES.
14. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MONTANA WILDLIFE AND FISH CONSERVATION ACT AND ALL APPLICABLE ORDINANCES.
15. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MONTANA CULTURAL HERITAGE ACT AND ALL APPLICABLE ORDINANCES.
16. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MONTANA ANTI-CORRUPTION ACT AND ALL APPLICABLE ORDINANCES.
17. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MONTANA GOVERNMENT EMPLOYMENT ACT AND ALL APPLICABLE ORDINANCES.
18. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MONTANA LABOR RELATIONS ACT AND ALL APPLICABLE ORDINANCES.
19. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MONTANA PUBLIC UTILITIES ACT AND ALL APPLICABLE ORDINANCES.
20. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MONTANA TRANSPORTATION ACT AND ALL APPLICABLE ORDINANCES.
21. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MONTANA UTILITIES ACT AND ALL APPLICABLE ORDINANCES.
22. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MONTANA ENERGY ACT AND ALL APPLICABLE ORDINANCES.
23. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MONTANA NUCLEAR ENERGY ACT AND ALL APPLICABLE ORDINANCES.
24. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MONTANA SPACE AND AERONAUTICS ACT AND ALL APPLICABLE ORDINANCES.
25. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MONTANA COMMUNICATIONS ACT AND ALL APPLICABLE ORDINANCES.
26. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MONTANA SCIENCE AND TECHNOLOGY ACT AND ALL APPLICABLE ORDINANCES.
27. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MONTANA ENVIRONMENTAL QUALITY ACT AND ALL APPLICABLE ORDINANCES.
28. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MONTANA ENVIRONMENTAL IMPACT STATEMENT ACT AND ALL APPLICABLE ORDINANCES.
29. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MONTANA ENVIRONMENTAL MONITORING ACT AND ALL APPLICABLE ORDINANCES.
30. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MONTANA ENVIRONMENTAL RESTORATION ACT AND ALL APPLICABLE ORDINANCES.
31. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MONTANA ENVIRONMENTAL REPAIR ACT AND ALL APPLICABLE ORDINANCES.
32. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MONTANA ENVIRONMENTAL REMEDIATION ACT AND ALL APPLICABLE ORDINANCES.
33. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MONTANA ENVIRONMENTAL REUSE ACT AND ALL APPLICABLE ORDINANCES.
34. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MONTANA ENVIRONMENTAL SUSTAINABILITY ACT AND ALL APPLICABLE ORDINANCES.
35. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MONTANA ENVIRONMENTAL WELL-BEING ACT AND ALL APPLICABLE ORDINANCES.
36. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MONTANA ENVIRONMENTAL WISDOM ACT AND ALL APPLICABLE ORDINANCES.
37. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MONTANA ENVIRONMENTAL WISDOM ACT AND ALL APPLICABLE ORDINANCES.
38. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MONTANA ENVIRONMENTAL WISDOM ACT AND ALL APPLICABLE ORDINANCES.
39. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MONTANA ENVIRONMENTAL WISDOM ACT AND ALL APPLICABLE ORDINANCES.
40. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MONTANA ENVIRONMENTAL WISDOM ACT AND ALL APPLICABLE ORDINANCES.

CODES INFORMATION

Montana Building Code
Montana Zoning Ordinance
Montana Plumbing Code
Montana Electrical Code
Montana Mechanical Code
Montana Fire Code
Montana Health Care Facility Regulations
Montana Environmental Health Safety Act
Montana Historic Preservation Act
Montana Land Use Act
Montana Water Resources Act
Montana Air Quality Act
Montana Soil Conservation Act
Montana Wildlife and Fish Conservation Act
Montana Cultural Heritage Act
Montana Anti-Corruption Act
Montana Government Employment Act
Montana Labor Relations Act
Montana Public Utilities Act
Montana Transportation Act
Montana Utilities Act
Montana Energy Act
Montana Nuclear Energy Act
Montana Space and Aeronautics Act
Montana Communications Act
Montana Science and Technology Act
Montana Environmental Quality Act
Montana Environmental Impact Statement Act
Montana Environmental Monitoring Act
Montana Environmental Restoration Act
Montana Environmental Repair Act
Montana Environmental Remediation Act
Montana Environmental Reuse Act
Montana Environmental Sustainability Act
Montana Environmental Well-Being Act
Montana Environmental Wisdom Act

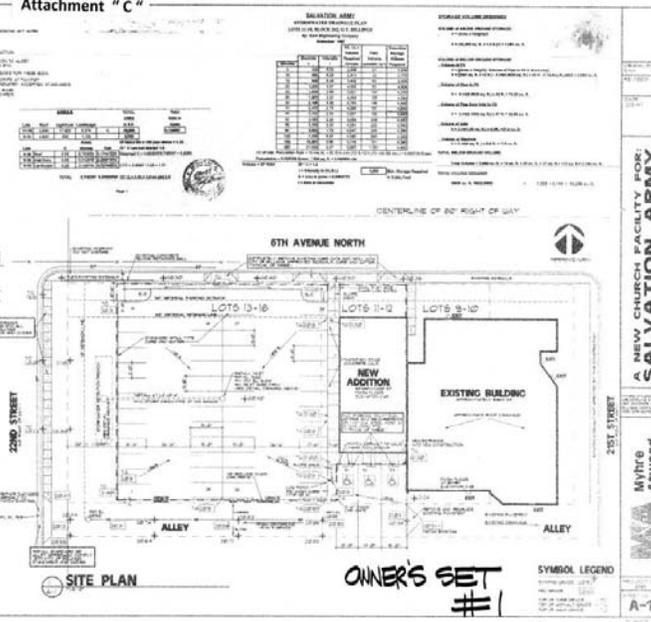
SPECIAL INSPECTION PROGRAM

Special inspection program for the new addition and existing building. The program includes inspections for foundation, framing, roof, and other structural elements. The program also includes inspections for fire safety, electrical, and plumbing systems. The program is subject to the approval of the local building department.

CHAIN LINK FENCE SPECS.

Chain link fence specifications for the perimeter of the site. The fence shall be made of galvanized steel and shall be 42 inches high. The fence shall be installed in accordance with the Montana Building Code and all applicable ordinances.

LAYOUT OF EXISTING



A NEW CHURCH FACILITY FOR:
SALVATION ARMY
3300 6TH AVE. NORTH BILLINGS, MT

Myhre
Atwood
Architects and Planners, Inc.

A-1

SALVATION ARMY RECREATION CENTER

3/13/2008

Attachment " D "

Program- Space Requirements

Total Building Area: 21,494 sf

Parking Required: 112 parking stalls

First Floor

| | |
|------------------------------|------------------|
| Vestibule | 171 sf |
| Reception/Lobby | 1,098 sf |
| Men's Restroom w/shower | 91 sf |
| Women's Restroom w/shower | 91 sf |
| First Aid Room | 150 sf |
| Pet storage | 92 sf |
| Gymnasium | 7,805 sf |
| Gym Storage | 658 sf |
| Kitchen / Culinary classroom | 468 sf |
| Storage | 96 sf |
| Men's locker room | 280 sf |
| Women's locker room | 280 sf |
| Laundry | 82 sf |
| Receiving /Storage | 245 sf |
| Janitor | 89 sf |
| Circulation (hallways) | 383 sf |
| Stairs (2 @ 220sf ea.) | 440 sf |
| Elevator | 80 sf |
| Elevator Mech rm. | 80 sf |
| Subtotal Net Area | 12,679 sf |
| Gross area | 13,012 sf |

Second Floor

| | |
|--|-----------------|
| Men's Restroom | 70 sf |
| Women's Restroom | 70 sf |
| Offices (3@111sf ea.) | 333 sf |
| Counseling | 111 sf |
| Janitor/Storage | 94 sf |
| General classroom | 192 sf |
| Storage | 52 sf |
| Computer lab/Audio/Visual/Digital media room | 422 sf |
| Storage | 78 sf |
| Visual arts | 456 sf |
| Storage | 78 sf |
| Acoustic music rooms (2 @ 77sf ea.) | 154 sf |
| Open instruction room w/ movable partitions | 626 sf |
| Stairs (2 @ 220sf ea.) | 440 sf |
| Elevator | 80 sf |
| Covered Balcony | 214 sf |
| Circulation (hallways) | 458 sf |
| Subtotal Net Area | 3,928 sf |
| Gross area | 4,108 sf |

Third floor

| | |
|---------------------------------------|-----------------|
| Apartment: 2 bedroom | 637 sf |
| Apartment: 1 bedroom | 567 sf |
| Large Sleeping rooms (2 @ 294 sf ea.) | 588 sf |
| Small Sleeping rooms (2 @ 154 sf ea.) | 308 sf |
| Common Area/ Living room | 308 sf |
| Men's shower | 251 sf |
| Women's shower | 251 sf |
| Mechanical room | 175 sf |
| Stairs (2 @ 220sf ea.) | 440 sf |
| Elevator | 100 sf |
| Circulation (hallways) | 548 sf |
| Subtotal Net Area | 4,173 sf |
| Gross area | 4,374 sf |

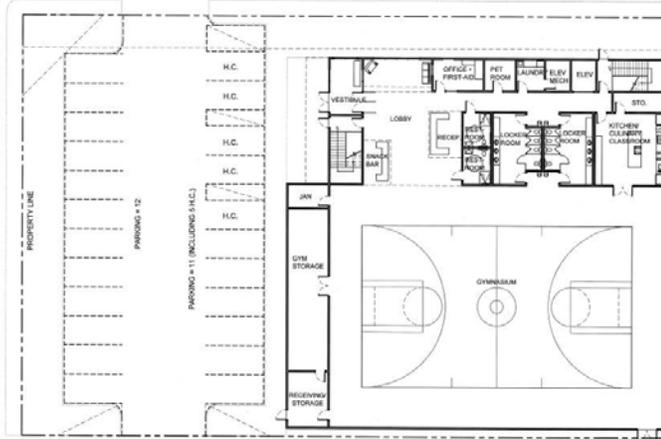
TOTAL Net Building Area 20,780 sf
Total Gross Building Area 21,494 sf

SALVATION ARMY RECREATION CENTER, BILLINGS, MT

VARIANCE REQUEST FLOOR PLAN
REVISED 3-13-08

NOT FOR CONSTRUCTION

CTA ARCHITECTS ENGINEERS



FIRST FLOOR PLAN

SCALE: NTS



SALVATION ARMY RECREATION CENTER



2ND FLOOR

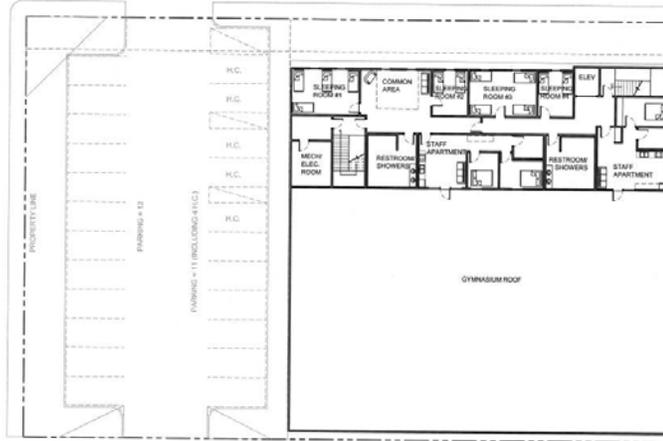
4,018 SF

SALVATION ARMY RECREATION CENTER, BILLINGS, MT

VARIANCE REQUEST FLOOR PLAN
REVISED 3-13-08

NOT FOR CONSTRUCTION

CTA ARCHITECTS ENGINEERS



THIRD FLOOR PLAN

SCALE: NTS



Attachment " F "

Salvation Army Recreation Center Parking Variance Request Calculation

3/13/2008

| | |
|--|------------|
| Original design established parking requirement (37,280 sf building) | 163 |
| Revised design established parking requirement (21,494 sf building) | 112 |
| <hr/> | |
| Reduction in required parking (Reduction in building size = 15,786 sf) | 51 |
| Parking provided on site | 14 |
| Revised parking layout | 23 |
| <hr/> | |
| Increase in parking provided | 9 |

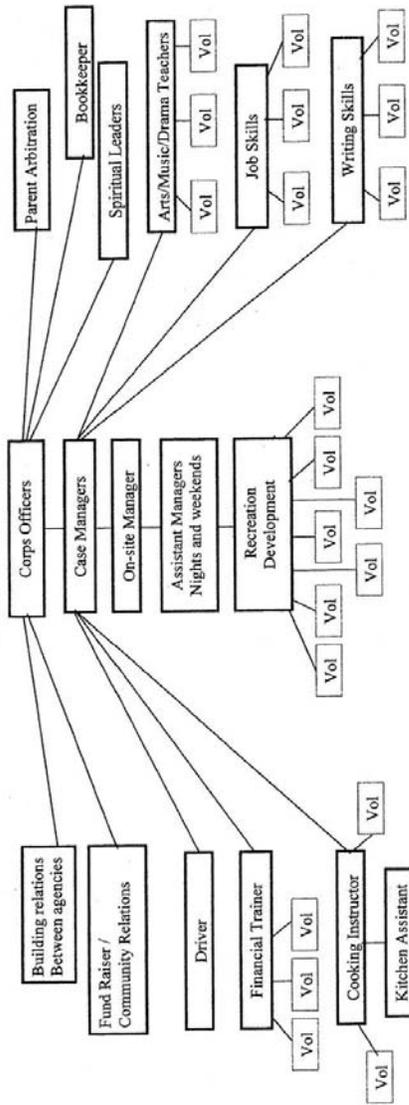
NOTE:

Parking provided on adjacent Salvation Army facility site 3
Parking provided: (53) - Parking required (50)

**see attachments for program space requirements and site plan*

Attachment " G "

The Salvation Army Solid Rock Youth Center
Projected Flow Chart



Corps Officers are at the Administration Offices and will not need parking.
Bible Studies, meeting with the parents, agency meetings, etc. will be held at the church where there is ample parking most of the time.
Bookkeeper will be at the Administration Offices and will not need parking

- Case Manager will have an office in the building—one parking spot—
- On site manager will have living quarters upstairs—one parking spot—
- The Driver will need—one parking spot—
- Assistant manager will need—one parking spot—
- Cooking instructor and kitchen assistant—two parking spots, during program activity
- Financial trainer—one parking spot when on premises
- Arts/Music/Drama teacher—one parking spot—during program activity—
- Job Skills teacher—one parking spot—during program activity—
- Writing Skills teacher—one parking spot—during program activity
- Volunteers at any given time at the most, ten parking spots, during program times

Because of the different groups meeting on different days, and most of the clients will have no transportation, 20 off street parking spots will be more than sufficient because any overflow can be directed to the church parking lot.

Attachment " H "



Anya Fiechl
CTA Architects Engineers
13 N 23rd Street
Billings, MT, 59101

March 13, 2008

Candi Beaudry, AICP Director
City of Billings, Planning Dept.
510 North Broadway, 4th Floor Parnly Library
Billings, Montana 59101

Dear Candi Beaudry:

The Salvation Army requests a variance at their proposed Youth Recreation Center at 2016 6th Ave N. The building will serve as a youth recreation center, which includes a gymnasium, kitchen, classrooms, offices, 2 staff apartments, and temporary youth sleeping rooms to accommodate 12 youth per night. The Salvation Army hopes to build a facility for Billings youth to learn, grow and play in a safe and inspiring environment.

In this letter and attachments you will find we have reduced the building size and increased parking provided on site. The program, floor plans, and site have been revised from the original packet prepared for the City Council earlier this month for the March 10th City Council Meeting.

The original packet showed a three floor, 37,280 square foot facility requiring 163 parking spaces (only 14 parking spaces were provided on the site). The Salvation Army originally requested a parking variance of 149 parking spaces.

Design modifications have been implemented to reduce the facility size by 15,786 square feet to a total of 21,494 square feet, requiring 112 parking spaces. With a reduced building footprint on the site, the parking has been expanded to hold 23 parking spaces. The Salvation Army now requests a variance of 89 parking spaces.

The attachments included in this packet demonstrate the program and site adjustments from the original design. You will find enclosed: a site plan, floor plans (for floors 1, 2, and 3), facility program space requirements, and a variance request calculation. Thank you once again for your time and consideration.

Sincerely,

A handwritten signature in cursive script that reads 'Anya Fiechl'.

Anya Fiechl
AIT, LEED AP, CTA Architects Engineers
13 N 23rd Street
Billings, MT, 59101

(406) 896-6154
anyaf@ctagroup.com

13 N. 23rd Street (59101) • P.O. Box 1439 • Billings, Montana 59103 • 406. 248. 7455 • Fax: 406. 248. 3779
www.ctagroup.com • info@ctagroup.com

Conditional Deed Restrictions

1. This parking variance reduces the number of required off-street parking spaces from 108 spaces to 22 parking spaces.
2. This variance approval is for the construction of a teenage homeless lodging and youth activity center on property described as lots 11-18, block 262, Billings Original Townsite. No other use or expansion of this approval is approved or implied.
3. Development of the property shall be in substantial conformance with the site plan dated ____, 2008 unless specifically modified by this variance approval. Deviations from the approved site plan that changes the size, shape, square footage, use or location of buildings or parking spaces/areas will require additional City Council review and approval. Any unapproved deviation immediately revokes the variance and all applicable City of Billings parking regulations shall be met and will be enforced.
4. This variance approval shall run with the land, shall filed and recorded as a permanent deed restriction and shall apply to all current and subsequent owners, operators, managers, lease holders, heirs and assigns.
5. Approval of this parking variance does not constitute approval of a building permit, sign permit or fence permit. Compliance with all applicable local codes will be reviewed at the building permit or zoning compliance permit level. This variance is for the use noted above and no other request is being considered with this application. The use and development of the property must be in accordance with the submitted and approved site and parking plans.

A permanent deed restriction will be placed on Lot --, Block--- (legal description), to run with the property ownership regarding a variance from the required parking places. The variance is for a reduction of the required 108 parking spaces to 22 parking spaces. The parking variance will be approved and affective as long as the property is used for charitable activities which must include but not limited to the following:

- Teenage homeless lodging
- Youth activity center

The property uses must conform to those mentioned above. If the property use does not meet those described, the parking variance will be immediately revoked and the parking must meet the City of Billings current parking requirements for the proposed use.

Attachment I

[\(Back to Regular Agenda\)](#)

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
Monday, March 24, 2008

SUBJECT: Zone Change #831, Expansion of Central Business District Zoning First Reading of the Ordinance.

DEPARTMENT: Planning and Community Services

PRESENTED BY: David Green, Planner I

PROBLEM/ISSUE STATEMENT: On July 23, 2007, the City Council approved an initiative directing staff to extend the Central Business District Zoning (CBD). This would change the zoning from Controlled Industrial to CBD in an area with general boundaries from the east side of North 25th Street to North 20th Street, on the south side of 6th Avenue North, generally south to the Railroad right-of-way (**See Attachment B**). The Zoning Commission conducted a public hearing on January 2, 2008, and forwarded a recommendation for denial with a vote of 5-0. City Council delayed action on the zone change on January 28, 2008, allowing the Salvation Army to submit parking and setback variances.

ALTERNATIVES ANALYZED: State law at MCA 76-2-304 requires that all zone changes be reviewed in accordance with 12 criteria. Using the 12 criteria to determine the appropriateness of the zone change request, the City Council may:

1. Approve the zone change request
2. Deny the zone change request
3. Allow withdrawal of the application
4. Delay the application for a period not to exceed thirty (30) days.

FINANCIAL IMPACT: If the zone change is approved, future redevelopment of the property should increase the City's tax base.

RECOMMENDATION

Staff acknowledges that the recommendation of the City Zoning Commission is to deny the application request. However, because the City Council is the applicant, staff recommends that the Council withdraw this application and allow the Salvation Army to pursue the variance requests.

Approved by: _____ City Administrator _____ City Attorney

ATTACHMENTS

- A: Surrounding zoning map
- B: Proposed CBD Expansion
- C: Site Photographs
- D: Ordinance

INTRODUCTION

On July 23, 2007, the City Council approved an initiative to extend the CBD. The initiative stated that “the Salvation Army would like to build a youth center, and being part of the Central Business District would help resolve most of the problems they have with parking and building placement” (From City Council meeting minutes of July 23, 2007).

The properties currently in the proposed expansion of the CBD are zoned CI. With CI zoning there are requirements for building setbacks from property lines and a maximum lot coverage of 75% of the lot. There are minimum parking requirements based on the proposed use of the building, and minimum landscaping which is 10% of the land not covered by the structure, unless the lot is over 130,000 square feet and then the requirements consider surrounding bufferyards. Parking lot landscaping is required in all circumstances.

Many of the properties in this area are older buildings and uses that were built before zoning was established here in Billings. Many of the existing properties have structures on them that do not meet several of the current CI zoning requirements. This causes them to be classified as legal non-conforming. They are not able to expand or do major modifications without bringing the entire site into compliance. In some cases it is not possible because the existing structure does not meet required setbacks or they are currently over maximum lot coverage. With this zone change staff determined that these properties would become legal conforming properties. CBD zoning allows buildings to be built right on the property lines, the entire lot can be covered with the structure, and there is no required parking or landscaping.

The Planning Division did a visual survey of the area proposed for the expansion and has determined that all current uses in the area will conform to CBD zoning, or will become conforming, with CBD zoning with the exception of one lot. The one lot that will not be in conformance with the CBD zoning currently has open, outdoor storage which is not allowed in CBD zoning.

The Planning Division held a public meeting on November 15, 2007, inviting members of the neighborhood and surrounding neighborhood to discuss their concerns and the possible effect of extending the CBD. Two members of the community attended the meeting on November 15th.

Staff has notified the property owners within 300 feet of the proposed CBD expansion of the public hearing with the Zoning Commission and of the City Council meeting.

PROCEDURAL HISTORY

- A council initiative for a zone change was made on July 23, 2007, for the subject properties.
- The Planning Division held a public meeting on November 15, 2007.
- The Zoning Commission conducted a public hearing on January 2, 2008, and recommended denial to the City Council by a 5-0 vote.
- The City Council conducted a public hearing and first reading on January 28, 2008, and delayed action on this zone change until February 25, 2008.
- The Zone Change Ordinance was delayed; City Council will take action on the first reading on March 24, 2008.
- If the Zone Change Ordinance is approved on the first reading, the City Council will consider it for second reading on April 14, 2008.

BACKGROUND

On July 23, 2007 the City Council approved an initiative to extend the CBD. The Planning Division did a visual survey of the area proposed for the expansion and has determined that all current uses in the area will conform to CBD zoning, or will become conforming, with CBD zoning with the exception of one lot. The one lot that will not be in conformance with the CBD zoning currently has open outdoor storage which is not allowed in CBD zoning.

The Planning Division held a public meeting on November 15, 2007, inviting members of the neighborhood and surrounding neighborhood to discuss their concerns and the possible effect of extending the CBD. Two members of the community attended the meeting on November 15th.

The Zoning Commission conducted a public hearing on January 2, 2008, and forwarded a recommendation for denial with a vote of 5-0. City Council held a public hearing for the first reading of the zone change ordinance on January 28, 2007. At that hearing, several people spoke in favor of the zone change, including the Executive Director of the Salvation Army, Major Keith Bottjen and Yellowstone County Commissioner Bill Kennedy. Gordon Tryan, member of the Billings Industrial Revitalization District, spoke in opposition to the zone change based on the lack of a master plan to guide zoning decisions. Because of the limitations on parking spaces and building setbacks, the option for variances from site development and zoning code instead of a zone change, was discussed by Council. City Council voted to delay action on the zone change application and directed staff to assist the Salvation Army apply for variances from the city codes.

A public hearing was conducted by the City Council on January 28, 2008 for the proposed zone change. During the public hearing many people spoke in favor of the zone change and opposed to the zone change. When the public hearing was closed, the City Council discussed what had been presented and asked staff numerous questions. Numerous council members stated that the zone change would favor one property owner over many. Several of the Council members expressed their desire to have the Salvation Army build the youth center, however, they felt the site restrictions could be better dealt with by the variance process. A motion was made by Councilmember Jani McCall to delay action on the zone change for 30 days allowing the

Salvation Army the chance to submit a parking variance through engineering for City Council consideration. The motion was passed with a unanimous vote by the City Council.

On February 25, 2008, this proposed zone change was brought before the City Council to discuss what action the Salvation Army had taken with the variance applications that were discussed at the previous council meeting on January 28, 2008. Staff reported that the Salvation Army had applied for the two (2) variances. One was a zoning variance for required setbacks from property lines, and the other was a site development variance for the required parking. For the zoning variance, staff recommended approval to the City Board of Adjustment (BOA) and that variance was approved on March 6, 2008. For the site development variance, City Engineering recommended denial based on the fact that the variance from required parking was so extreme. The proposed use would require 168 parking stalls, the site with the building will only provide 14 parking stalls with 3 available parking stalls from the Salvation Army's existing parking lot by the current building. At the City Council meeting on March 10, 2008, the variance was delayed for two weeks to allow staff time to review new information provided by the Salvation Army.

The City Board of Adjustment acted on the zoning variance on March 5, they approved the setback variance request. The variance from the site development code was heard by Council on March 10. It was delayed for two weeks to allow new information provided by the Salvation Army to be reviewed by staff. The Council may prefer to withdraw the zoning application and allow the remaining variance to be processed.

ALTERNATIVES ANALYSIS

The City Council may approve, deny, delay or allow withdrawal of the zone change. All zone changes must be evaluated utilizing the 12 criteria set forth within Section 76-2-304, MCA. The Zoning Commission is recommending denial of the proposed zone change. The Zoning Commission's determinations are outlined below:

Prior to any recommendation to the City Council, the Zoning Commission shall consider the following:

1. *Is the new zoning designed in accordance with the Growth Policy?*

The 2003 City/County Growth Policy establishes policies to guide development. It is not a land use plan and does not recommend the location or extent of preferred land uses or zoning districts. It does, however, recommend that Neighborhood Plans or Urban Renewal Plan be developed to specifically address land use issues. An Urban Renewal Plan for this area was developed in 2006, but a land use master plan, was deferred until funding could be obtained. Funding for the master plan has been obtained from the U.S. Economic Development Agency as long as the required match can be met. The \$150,000 match requirement has been met and the master planning process can begin this year.

State law requires that zoning regulations be made in accordance with the Growth Policy (76-2-304, MCA), or in this case, the Urban Renewal Plan as an extension of the Growth Policy.

Until a land use master plan is adopted for this area, it would be premature and inconsistent with state law to approve zone changes.

The proposed zone change is generally consistent with the following goals of the Growth Policy:

- *Predictable land use decisions that are consistent with neighborhood character and land use patterns. (Land Use Element Goal, page 5)*

The properties in the proposed expansion of the CBD are in an area of Billings that has experienced decline over the past years. The proposed zone change will remove some restrictions to help encourage redevelopment that should promote more growth in the area to revitalize the neighborhood.

- *Coordinated economic development efforts that target business recruitment, retention, and expansion. (Economic Development Goal, page 6)*

With the proposed zone change it will encourage more business recruitment in the area and encourage expansion of existing businesses within the existing neighborhood.

- *An economically and culturally vibrant Downtown Billings. (Economic Development Goal, page 7)*

The proposed zoning accommodates more flexible development and will promote economic development of this portion of Downtown Billings.

The proposed zone change is generally inconsistent with the following goals of the Growth Policy:

- *Contiguous development focused in and around existing population centers separated by open space. (Land Use Element Goal, page 6)*

The proposed zoning will focus development in and around existing population centers but CBD zoning does not require landscaping or building setbacks from property lines so it does not encourage open space.

- *Attractive and accessible communities. (Economic Development Goal, page 7)*

While the proposed zoning does “Encourage new businesses to locate in Billings” and “Convey a business-friendly attitude”, there are no requirements for building setbacks or landscaping which may not increase the visual appeal of the neighborhood.

- *Visually appealing communities (Aesthetics Goal, page 7)*

The proposed zoning may limit the visual appeal of the neighborhood because there are no requirements for building setbacks from property lines or landscaping to soften the edges of the lot or the hard surfaces of a building façade. On a principle arterial street with a speed limit of 35 it may be less appealing to walk on a sidewalk between a building front and higher speed traffic. With no landscape to soften building lots or street frontage it is not visually appealing or inviting.

2. *Is the new zoning designed to lessen congestion in the streets?*

The new zoning will have no effect on the current traffic on the streets. With future changes and development in the proposed CBD zoning, parking may become an issue.

3. *Will the new zoning secure safety from fire, panic and other dangers?*

Because the area is already developed, the safety issues of the existing neighborhood will not change with the proposed zone change. Future redevelopment of the area will address these issues with applicable zoning codes.

4. *Will the new zoning promote health and general welfare?*

Because the area is already developed, the health and general welfare of the area will not change with this zone change. Future redevelopment of the area will address these issues.

5. *Will the new zoning provide adequate light and air?*

Because the area is already developed, adequate light and air in the area will not change with this zone change. Future redevelopment of the area with CBD zoning may reduce the light and open space areas. CBD zoning allows buildings to cover the entire lot and there are no requirements for landscaping. With CBD zoning allowances, development may reduce light and open space in this area.

6. *Will the new zoning prevent overcrowding of land?*

CBD zoning allows for the entire lot to be covered by a structure, and there are no height restrictions. This zoning is intended for very high density. With the right developments the area can be developed to not cause overcrowding of land.

7. *Will the new zoning avoid undue concentration of population?*

The proposed zoning is generally for commercial uses. It does allow for residential uses but these are generally over the commercial uses in multi-story buildings. Existing single family residential uses in the proposed CBD zoning are there because they were built before current zoning.

8. *Will the new zoning facilitate the adequate provisions of transportation, water, sewerage, schools, parks, fire, police, and other public requirements?*

Transportation: Traffic patterns are already established in this neighborhood. Any future large development would be expected to submit a TAS.

Water and Sewer: All water and sewer services are currently in place in this neighborhood and in some areas most likely need to be updated.

Schools and Parks: The proposed CBD zoning is not required to contribute park land and will have minimum to no effect on the school system.

Fire and Police: The subject property is currently served by the City of Billings fire and police departments.

9. *Does the new zoning give reasonable consideration to the character of the district?*

The proposed zoning will be alike in character with the current adjacent zoning as it is used now. With time and redevelopment the character could change with more dense development of the neighborhood within the area of this zone change.

10. *Does the new zoning give consideration to peculiar suitability of the property for particular uses?*

It is unknown whether the subject property is suitable for the Central Business zoning district until a more detailed land use plan for the area is prepared. The area of the proposed zone change is an area where redevelopment is expected to occur along a principle arterial street. Whether the area is more aptly suited for commercial or residential development will depend on how the surrounding properties develop. Changing the zoning prior to developing a more detailed land use or master plan of the area may create an unsuitable land use as the surrounding properties redevelop.

11. *Was the new zoning adopted with a view to conserving the value of buildings?*

A building located within the Central Business District could lose its value or cause surrounding building to lose value if future redevelopment of the area were inconsistent with an adopted master plan. Values could be maintained if the existing buildings conformed with the master plan. Redevelopment in accordance with a master plan could increase the value of existing buildings.

12. *Will the new zoning encourage the most appropriate use of land throughout such county or municipal area?*

The proposed zoning will permit redevelopment of the area with a minimal amount of restrictions to the developments compared to other commercial and industrial zoning districts. It will also provide tax revenue to the City of Billings and add to the overall economic vitality of the neighborhood.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

Consistency with the 2003 Growth Policy Plan is discussed in the Alternatives Analysis section of this report.

STAKEHOLDERS

Gordon Tryan, representing the Billings Industrial Revitalization District (BIRD), spoke in opposition to the zone change. The BIRD organization is currently getting funding together to be able to get matching grant funds to have the entire East End Tax Increment Finance District (TIFD) master planned. He stated that he felt the master plan should be done first before any zone changes. Doing zone changes without a master plan or a plan would be a “hodge podge” approach to development and could end up with the same mixed results in the area that currently exists. Also, if this zone change were granted Mr. Tryan asked what precedent could it set and what company would be the next one to ask for a re-zoning to CBD and where would it stop? Mr. Tryan stated that he felt this was a zone change for the advantage of one organization, The Salvation Army. Mr. Tryan stated that although the proposed youth center to be built by the Salvation Army is commendable, this zone change takes in quite a few properties and there is no way to know what the others will do with the CBD zoning.

After the public hearing was closed, Commission Members discussed what had been presented and what Mr. Tryan had said. Commission Member Ed Workman stated that he had attended some meetings with the BIRD organization and that they are trying very hard to get the entire East End TIFD master planned to have direction with this area. The master plan will give them direction with the redevelopment of this area and provide guidance for doing it in the best way possible. Mr. Workman said he felt that granting this zone change would work to undermine what they are trying to do. Commission Member Michael Larson also stated that he felt it was in the cities best interest to have the master plan done first before re-zoning areas in the East End TIFD. He also re-iterated what Commission Member Ed Workman had stated.

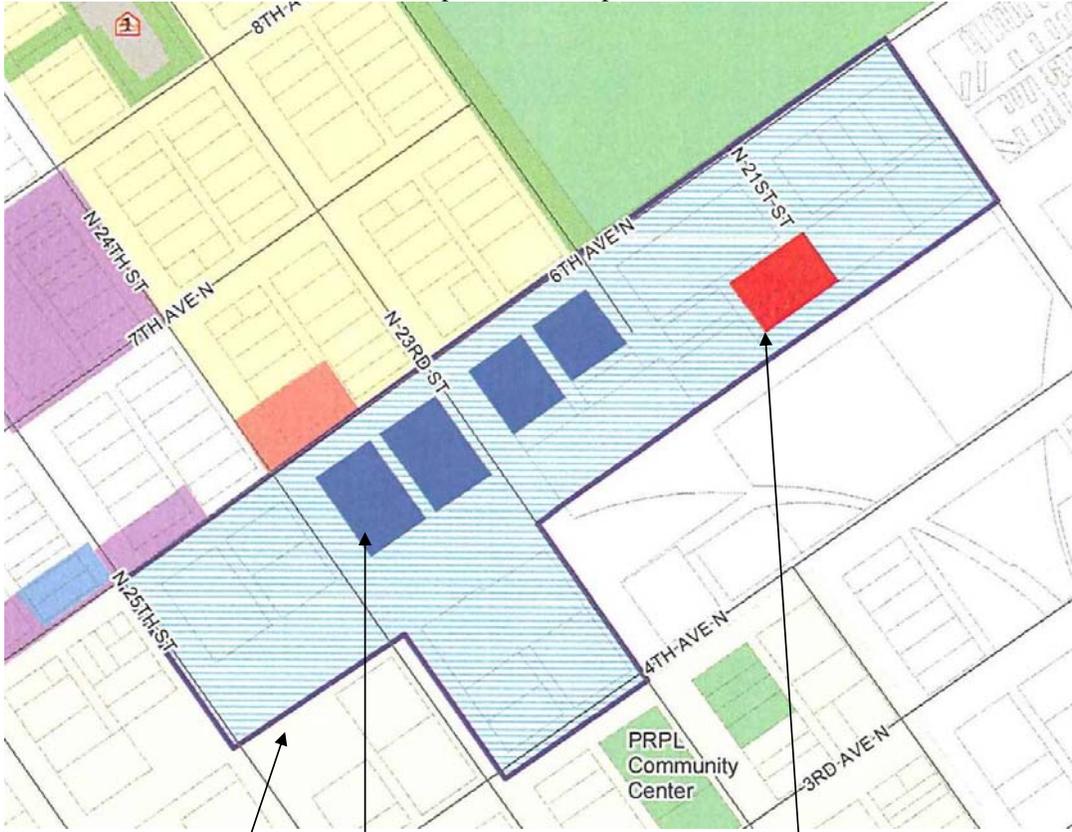
RECOMMENDATION

Staff acknowledges that the recommendation of the City Zoning Commission is to deny the application request. However, because the City Council is the applicant, staff recommends that the Council withdraw this application and allow the Salvation Army to pursue the variance requests.

ATTACHMENTS:

- A: Surrounding zoning map
- B: Proposed CBD Expansion
- C: Site Photographs
- D: Ordinance

ATTACHMENT B
Proposed CBD Expansion



Proposed boundary expansion of the Central Business District Zoning

Properties that are currently non-conforming that will become conforming with CBD zoning.

Property that will become non-conforming with CBD zoning.

ATTACHMENT C
Site Photographs



Looking south from Salvation Army parking lot on 6th Avenue North.



Looking south from 22nd Street and 6th Avenue North.



Looking west on 21st Street at residential property along 6th Avenue North.



Looking west along 6th Avenue North towards 25th Street from apartment building.



Looking south from 22nd Street at existing structure.

ATTACHMENT D

Ordinance

ORDINANCE NO. 08-

AN ORDINANCE AMENDING THE ZONE CLASSIFICATION FOR Lots 5 - 20, Block 266, Lots 5 – 20, Block 265, Lots 5 & 6; 19 & 20, W45' of Lots 13-18; W50' of E95' of Lots 13-18; E45' of Lots 3-18; Lot 1A of Amended Lots 1-4, 21-24 + ADJ VAC STS + Alley; W40' Lot 8 to 12 + W40' of N5' of Lot 7; Center 50' of Lot 7 to 12 + N5' of Center 50' of Lot 7; E50' of Lot 8 + 12 E50' of N5' of Lot 7; S20' of Lot 7 (Alley); Lot 22A of Amended Lots 22-24 + ADJ VAC STS, Block 264; Lots 7-18; 19 + 20; Lots 5 + 6 + VAC ADJ 21st Street; Lot 3 + VAC ADJ 21st Street, Block 263; Lots 2-18; Lots 19-23 + VAC ADJ 21st Street, Block 262; Lots 1-6, 13-21; Lots 22A-24A, Block 12, Billings Original Townsite Subdivision, Section 13, T.1N, R.26E, containing Approximately 17.3 acres.

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

1. **RECITALS.** *Title 76, Chapter 2, Part 3, MCA, and Sections 27-302 and 27-1502, BMCC,* provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the twelve (12) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the twelve (12) criteria required by state law.

2. **DESCRIPTION.** A tract of land known as Lots 5 - 20, Block 266, Lots 5 – 20, Block 265, Lots 5 & 6; 19 & 20, W45' of Lots 13-18; W50' of E95' of Lots 13-18; E45' of Lots 3-18; Lot 1A of Amended Lots 1-4, 21-24 + ADJ VAC STS + Alley; W40' Lot 8 to 12 + W40' of N5' of Lot 7; Center 50' of Lot 7 to 12 + N5' of Center 50' of Lot 7; E50' of Lot 8 + 12 E50' of N5' of Lot 7; S20' of Lot 7 (Alley); Lot 22A of Amended Lots 22-24 + ADJ VAC STS, Block 264; Lots 7-18; 19 + 20; Lots 5 + 6 + VAC ADJ 21st Street; Lot 3 + VAC ADJ 21st Street, Block 263; Lots 2-18; Lots 19-23 + VAC ADJ 21st Street, Block 262; Lots 1-6, 13-21; Lots 22A-24A, Block 12, Billings Original Townsite Subdivision, Section 13, T.1N, R.26E, containing approximately 17.3 acres and is presently zoned Controlled Industrial and is shown on the official zoning maps within this zone.

3. **ZONE AMENDMENT.** The official zoning map is hereby amended and the zoning for **the above described parcel** is hereby changed from **Controlled Industrial to Central Business District** and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Central Business District** as set out in the Billings, Montana City Code.

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

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

PASSED by the City Council on first reading March 24, 2008.

PASSED, ADOPTED AND APPROVED on second reading April 14, 2008.

CITY OF BILLINGS:

BY: _____
Ron Tussing, Mayor

ATTEST:

BY: Cari Martin, City Clerk

ZC #831

[\(Back to Regular Agenda\)](#)