

CITY OF BILLINGS

CITY OF BILLINGS VISION STATEMENT:

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

AGENDA

COUNCIL CHAMBERS

August 23, 2010

6:30 P.M.

CALL TO ORDER – Mayor Hanel

PLEDGE OF ALLEGIANCE – Mayor Hanel

INVOCATION – Councilmember Dick Clark

ROLL CALL

MINUTES: August 9, 2010

COURTESIES

PROCLAMATIONS

ADMINISTRATOR REPORTS - TINA VOLEK

PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Items: #1 ONLY. Speaker sign-in required. (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.)

1. CONSENT AGENDA -- Separations:

A. Bid Awards:

- 1. SID 1391 - Lynn Avenue Improvements** (Opened 8/10/10) Recommend J & J Concrete; \$124,784.

- B. Agreement with New World Systems, Inc.** for support of public safety software (11/1/10 through 10/31/13). Annual expense: 1st year - \$170,224; 2nd year - \$178,732; 3rd year - \$184,093.

- C. **Agreement** with Yellowstone County Sheriff's Department to provide New World Public Safety data processing services. (7/1/10 - 6/30/11); Annual revenue - \$91,947.
- D. **Agreement** with Billings Housing Authority to fund one Police Officer; 7/1/2010 - 12/31/2010.
- E. **Memorandums of Understanding** between the City of Billings and Billings Public Schools for two (2) middle school resource officers and three (3) high school resource officer (7/1/10 - 6/30/11).
- F. **Amendment #1, Airport Gift Shop Concession Agreement**, extending term of the agreement to December 31, 2010.
- G. **Contract Amendment** between State of MT Department of Public Health and Human Services – Developmental Disabilities Division and MET Transit extending contract term an additional year from 7/1/10 through 6/30/11. Estimated revenue - \$90,000.
- H. **Amendment** to Inter-Creditor Agreement adding Stockman Bank as a new participant and extending term to October 2, 2015.
- I. **Street Closures:**
 - 1. **Holy Rosary Church Fundraiser** - Custer Avenue between 5th and 6th Streets West; Sunday, September 12, 2010, 6 a.m. to 6 p.m.
- J. **Acceptance of Donations** for construction of an Incident Command System (ICS) Training Center from Exxon Refinery-\$4,000; Lockwood Fire Department-\$3,000; Yellowstone County Rural Fire Council-\$4,000; Yellowstone County DES-\$4,000; Riverstone Health Director of Emergency Services-\$4,000; Total - \$19,000.
- K. **Resolution** fixing the form and detail of the 2010 Re-funding General Obligation Bonds.
- L. **Resolution** authorizing the execution and delivery of \$1,790,000 of economic development revenue bonds for Community Option Resource Enterprises Inc. (COR Enterprises).
- M. **Second/final reading ordinance** amending the City Charter to add a 1 mill planning levy to be decided by the voters at the November 2, 2010, general election.
- N. **Second/final reading ordinance** regulating the use of electronic communication devices while operating a motor vehicle (Postponed from 8/9/10).
- O. **Final Plat Approval** of Danube Court Manufactured Home Park allowing 62 spaces for manufactured homes on approximately 9.72 acres of land.
- P. **Final Plat Approval** of Miller Crossing Subdivision, 3rd Filing.

Q. Bills and Payroll:

- 1. July 23, 2010**
- 2. July 30, 2010**

REGULAR AGENDA:

- 2. PUBLIC HEARING FOR VARIANCE:** A variance from the Subdivision Improvements Agreement for Ironwood Subdivision, 2nd Filing, requiring installation of sidewalk along property frontage located at 5835 Ironwood. Neal and Sally Johnson, owners. Staff recommends denial. (**Action:** approval or disapproval of staff recommendation.)
- 3. PUBLIC HEARING AND RESOLUTION RELATING TO AIRPORT QUICK TURN AROUND FACILITY AND AIRPORT REVENUE BONDS SERIES 2010B** approving the Quick Turn Around Facility as a recovery zone facility project; authorizing the issuance of the airport revenue bonds as economic recovery zone facility bonds; and authorizing the negotiated sale. Staff recommends approval. (**Action:** approval or disapproval of staff recommendation.)
- 4. PUBLIC HEARING AND FIRST READING ORDINANCE** amending the boundaries of Ward V to exclude the portion of recently de-annexed property in Annexation #10-01: a Broadwater Avenue road tract located between 56th Street West and 58th Street West. Staff recommends approval. (**Action:** approval or disapproval of staff recommendation)
- 5. PUBLIC HEARING AND SPECIAL REVIEW #884:** a special review for allowing the addition of an outdoor patio to an existing bar and casino, King's Korner Casino, 501 Hilltop Road, currently zoned Highway Commercial and generally located on the north side of Hilltop Road just east of the Lake Elmo Drive overpass; Michael Schmechel, agent; Zoning Commission recommends conditional approval and a waiver of the 600 foot separation to Bench Elementary School. (**Action:** approval or disapproval of Zoning Commission recommendation.)
- 6. PUBLIC HEARING AND SPECIAL REVIEW #885:** a special review to allow four (4) new assisted living buildings with 16 dwelling units in each building, for a total of 64 units, in a Residential 7,000 (R-70) and Residential Multi-family-Restricted (RMF-R) zone within the Shiloh Corridor Overlay District; legally described as Tract 2 of Rush Acreage Tracts Subdivision and Lots 5 and 6 of Block 6, Rush Subdivision, 2nd Filing, generally located at 4040 Parkhill Drive. Zoning Commission recommends conditional approval. (**Action:** approval or disapproval of Zoning Commission recommendation.)
- 7. PUBLIC HEARING AND RESOLUTION GRANTING A TAX ABATEMENT TO RIMROCK II LLC, DBA MERCEDEZ-BENZ OF BILLINGS** for a building remodel and expansion at 3045 King Avenue West. Staff recommends approval. (**Action:** approval or disapproval of staff recommendation)

PUBLIC COMMENT on Non-Agenda Items -- Speaker Sign-in required. (*Restricted to ONLY items not on this printed agenda. Please sign up on the clipboard located at the back of the Council Chambers.*)

COUNCIL INITIATIVES

ADJOURN

Additional information on any of these items is available in the City Clerk's Office.

Reasonable accommodations will be made to enable individuals with disabilities to attend this meeting. Please notify Cari Martin, City Clerk, at 657-8210.

Regular City Council Meeting

Date: 08/23/2010

TITLE: SID 1391 - Lynn Avenue Bid Award

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

Bids were received for SID 1391 Lynn Avenue on August 10, 2010. The project consists of street, curb/gutter, drive approach, and storm drain improvements to the 3500 block of Lynn Avenue and the east side of 36th Street West from Central Avenue to Lynn Avenue. The City Council created the SID at its July 26, 2010, meeting.

ALTERNATIVES ANALYZED

The Council may:

- Award the contract for SID 1391 Lynn Avenue to J & J Concrete, Inc. in the amount of \$124,784.00; or
- Reject all bids and do not award a contract for SID 1391.

FINANCIAL IMPACT

The City received four bids for this project as follows:

Contractor	Base Bid
Engineers Estimate	\$125,179.00
J & J Concrete Inc.	\$124,784.00
CMG Construction	\$136,146.00
Knife River	\$137,345.20
HL Ostermiller	\$168,687.50

The total estimated costs of the improvements, including bond costs, are \$190,000. The costs of the improvements are to be paid from the following sources: (1) \$150,000 of Special Improvements District bonds; and (2) \$40,000 cash contribution from the City of Billings utilizing gas tax funds.

RECOMMENDATION

Staff recommends that Council award the bid for SID 1391 Lynn Avenue to J & J Concrete, Inc. in the amount of \$124,784.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Date: 08/23/2010

TITLE: New World Systems Public Safety Software Maintenance Agreement

PRESENTED BY: David Watterson

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The City of Billings utilizes Public Safety Software from New World Systems, Inc. This contract is for the Standard Software Maintenance Agreement (SSMA) for the next three years on the following main modules: Computer Aided Dispatch (CAD), Law Enforcement Records, Fire Records, Corrections Management Software, various hardware and software modules associated with mobile computing, and other miscellaneous modules. These modules are used by the Billings Police Department, the Billings Fire Department, the 9-1-1/Communications Center, and partially by the Yellowstone County Sheriff's Department. The contract identifies the SSMA charges for each individual year from November 2010 through October 2013. The annual amounts of \$ 170,224, \$ 178,732, and \$ 184,093 will be billed to the City of Billings annually in advance of the defined annual coverage periods. The SSMA is critical to the support and reliability of these Public Safety Modules and can only be provided by New World Systems, Inc.

ALTERNATIVES ANALYZED

No alternatives were analyzed. New World Systems is the only entity that can provide support on their software modules.

FINANCIAL IMPACT

The annual charges for the SSMA for New World Systems support of the City's Public Safety Systems is paid for through the Police, Fire, 9-1-1/Communications Center, and Information Technology annual budgets. Information Technology is reimbursed through a payment from the Yellowstone County Sheriff's office for their portion of the annual maintenance fee. The total annual charges are defined in this contract as \$ 170,224 for the period of 11/1/2010 - 10/31/2011, \$ 178,732 for the period of 11/1/2011 - 10/31/2012, and \$ 184,093 for the period of 11/1/2012 - 10/31/2013.

RECOMMENDATION

Staff recommends that Council approve the three (3) year Standard Software Maintenance Agreement for support of the New World Systems Public Safety Software.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Date: 08/23/2010

TITLE: City of Billings/Yellowstone County Agreement to provide Law Enforcement Data Processing Services July 1, 2010-June 30, 2011

PRESENTED BY: David Watterson

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The City of Billings has contracted with Yellowstone County for the past several years to provide the Sheriff's Department with New World Public Safety access, disk storage, computer processing, program maintenance and operations to support its existing data processing requirements. Under an annual agreement, Information Technology bills the Sheriff's Office for the actual resource use in the prior calendar year. Council is being asked to approve the FY 2010-2011 agreement.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the annual agreement with Yellowstone County Sheriff's Department; or
- Not approve the annual agreement.

FINANCIAL IMPACT

The annual charge for July 1, 2010, through June 30, 2011, is \$91,947. The prior year's charges were \$99,939. The decrease is a result of actual usage of the Public Safety System.

RECOMMENDATION

Staff recommends that Council approve the agreement to provide data processing services for the Yellowstone County Sheriff's Department in the amount of \$91,947.

APPROVED BY CITY ADMINISTRATOR

Attachments

Sheriff's Agreement

AGREEMENT

This Agreement, made and entered into on _____, 20 __, by and between the Yellowstone County Sheriff, hereinafter called the "SHERIFF", and the City of Billings, Montana, hereinafter called the "CITY".

WITNESSETH:

Whereas, the SHERIFF is desirous of using the CITY's Computer Facility to support their existing law enforcement data processing requirements; and

Whereas, the CITY maintains and operates a Computer Facility with appropriate capabilities, capacity and security; and

Whereas, the CITY is willing to allow the SHERIFF to have access to the Computer Facility at all normal operating times which are seven (7) days a week, twenty-four (24) hours a day except for necessary back-ups and maintenance.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS between the parties hereto, it is mutually agreed that:

1. The CITY will provide to the Yellowstone County Sheriff's department the following described computer access, magnetic disk storage, computer processing, and maintenance support to support their existing Law Enforcement data processing system:
 - A. Communication capabilities allowing 24 hr computer access;
 - B. Magnetic disk storage shared with Billings Police Dept.;
 - C. Computer processing, program maintenance, operations to support current data processing system;
2. The SHERIFF agrees to pay CITY the sum of Ninety-One Thousand, Nine Hundred and Forty Seven Dollars (\$91,947) specified in Paragraph Three below. This charge is based on actual computer usage for the period of January 1, 2009 thru December 31, 2009.
3. This Agreement shall be in effect for twelve (12) months beginning July 1, 2010, and continuing until June 30, 2011.
4. Payment shall be made in two equal installments of \$45,973.50. The first installment is due and payable on or before October 20, 2010, and the second is due and payable on or before April 15, 2011.

AGREEMENT DATED _____, 20 ____.

YELLOWSTONE COUNTY

CITY OF BILLINGS

BY: James B. Bick
Sheriff

Mayor

Bill Kennedy
Chair, County Commissioners

City Administrator

ATTEST: [Signature]
Clerk and Recorder

City Clerk

Approved as to Form:

[Signature]
County Attorney

City Attorney

Regular City Council Meeting

Date: 08/23/2010

TITLE: Billings Housing Authority Agreement to Fund One Officer from 7/1/2010 to 12/31/2010

PRESENTED BY: Rich St. John

Department: Police

Information

PROBLEM/ISSUE STATEMENT

Since 1991, the Billings Housing Authority has funded one police officer under an agreement with the City of Billings. The funding consists of salary, benefits, and maximum of four (4) hours of overtime per month. Due to the loss of a grant, the Housing Authority is now funding this position from its office budget for a six month period. Staff is recommending City Council approve this agreement for the funding of the officer from July 1, 2010, through December 31, 2010.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the Housing Authority Agreement to fund one officer, or
- Not approve the Housing Authority Agreement to fund one officer.

FINANCIAL IMPACT

The City provides a vehicle and necessary equipment. The Billings Housing Authority pays the salary and benefits for the officer, to a maximum amount of \$41,839.00, for the 6 month period of July 1 through December 31, 2010. This amount is budgeted in the current budget. If the Housing Authority is unable to fund the officer position after December 31, 2010, the position will be absorbed through attrition.

RECOMMENDATION

Staff recommends Council approve the agreement with Billings Housing Authority to fund one Police Officer for the period of July 1, 2010, through December 31, 2010.

APPROVED BY CITY ADMINISTRATOR

Attachments

Agreement

**CITY OF BILLINGS POLICE DEPARTMENT
AND
HOUSING AUTHORITY OF BILLINGS**

This contract is to cover the period from July 1, 2010 to December 31, 2010 by and between the City of Billings, State of Montana, herein after referred to as "City", and the Housing Authority of Billings.

In receipt of the mutual covenants and agreements herein contained, the parties agree as follows:

1. The City shall provide its personnel and other resources in a Drug Elimination Policing role at the Housing Authority of Billings' complexes. A dedicated Community Policing Officer shall be provided 40 hours a week, 26 weeks a year to perform the above baseline services for the Housing Authority of Billings. The designated officer will not be available for dispatched calls except in cases of emergency.
2. The Housing Authority of Billings shall pay the City the officer's salary that shall include the officer's salary and fringe benefits of \$41,839.00. The payment shall be made monthly for six months starting on or before July 1, 2010. This amount allows for an average of 4 hours of overtime monthly for a six-month period.
3. The Housing Authority of Billings shall pay for business only cellular phone costs for assigned officer on a monthly basis. No overage from the Housing Authority selected plan will be paid.
4. The City will have available the necessary equipment for the Police Officer to conduct his job.
5. The City shall keep detailed records regarding the date and time of contacts exclusive of investigating records. The Housing Authority of Billings may inspect these records at all reasonable times and those records shall be available for photocopying at no additional fee.
6. Indemnification – The City assumes full responsibility for the officer's performance. The City shall indemnify the Housing Authority of Billings against, and hold the Housing Authority harmless from any liability costs, damages, claims or causes of action which may arise as a result of

performance by the City of its responsibilities under the terms of this agreement; provided, however, that the City, its officers and employees shall not assume any liability for acts of the Housing Authority of Billings, or any of its officers, employees or agents.

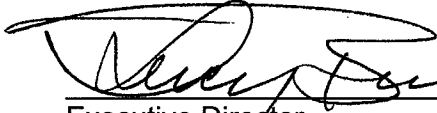
7. This agreement shall cover the period from July 1, 2010 until December 31, 2010.

In Witness Whereof, the parties hereto have caused this agreement to be executed the day and year first herein above written.

CITY OF BILLINGS, MONTANA "CITY"

HOUSING AUTHORITY OF BILLINGS

Mayor



Executive Director

7/20/2010

City Clerk

Regular City Council Meeting

Date: 08/23/2010

TITLE: Memorandums of Understanding for Middle School and High School School Resource Officers (SROs)

PRESENTED BY: Rich St. John

Department: Police

Information

PROBLEM/ISSUE STATEMENT

The City of Billings and the Billings Public Schools have enjoyed a 15 year history with the School Resource Officer (SRO) Program in the middle schools and the high schools. The Memorandums of Understanding, which are attached, make provisions for program objectives, guidelines, financial consideration, and for terminating the agreement. The MOUs are for the period of July 1, 2010 to June 30, 2011. The School Board approved both MOUs at their meeting of June 21, 2010. The School Resource Officer Program is a collaborative effort by certified law enforcement officers, educators, students, parents, and the community, to offer a liaison program in both the middle and high schools to reduce crime, drug abuse, violence, and provide a safe school environment. The Program also provides networking, public relations, and relationship building between the City, Police Department, the School District and the community. City Council is being asked to approve the MOUs for the middle schools and high schools in the amount of \$117,832.

ALTERNATIVES ANALYZED

Council may:

- . Approve the Memorandums of Understanding for the SRO Program in the middle and high schools; or
- . Not approve the Memorandums of Understanding for the SRO Program in the middle and high schools.

FINANCIAL IMPACT

The approximate total cost for the 2 officers in the middle school SRO positions and the 3 officers in the high school SRO positions is \$357,311.08. The Billings Public Schools provide a payment of \$117,832 (\$53,560 for the middle schools and \$64,272 for the high schools) to help defray some of the salary and benefit costs for the 5 officers. The School District contribution was increased by 3% for the new year.

RECOMMENDATION

Staff recommends Council approve the School Resource Officer Program Memorandums of Understanding with the Billings Public Schools in the amount of \$117,832 effective July 1, 2010 to June 30, 2011.

APPROVED BY CITY ADMINISTRATOR

Attachments

Middle School MOU

High School MOU

**MEMORANDUM OF UNDERSTANDING
SCHOOL RESOURCE OFFICER PROGRAM
AT BILLINGS MIDDLE SCHOOLS**

**CITY OF BILLINGS POLICE DEPARTMENT
BILLINGS PUBLIC SCHOOLS**

We do hereby agree that it is mutually beneficial to all parties for Billings Police Officers to be assigned as School Resource Officers to schools within the City of Billings. It is understood by all parties that officers are employees of the City of Billings Police Department.

The purpose of this document is to facilitate a clear understanding of roles, duties, and responsibilities. This Memorandum of Understanding (MOU) is being set forth on this 21st day of June, 2010 with full recognition that the agreement and document must be a living document to allow for program evolution and provide for some City of Billings and Billings School District variances, needs, and future changes. It is recognized that the School Resource Officer Program has enjoyed a fifteen (15) year history within the City of Billings, since a limited pilot project at Billings West High School was implemented by the West End Community Oriented Policing team, and has enjoyed an excellent relationship with the schools. This MOU is being set forth to provide universal clarification of expectations, to minimize confusion, and to provide for consistency between officers, schools, principals, and directors.

The Billings Police Department recognizes and supports the need for safe schools and a safe learning environment for our youth. In furtherance of that goal, the Billings Police Department School Resource Officers shall work in partnership with school officials toward this end. The schools will provide a private office, office furnishings, telephone, and a computer to the SRO for his/her use in the school. The Police Department will provide any required police equipment, including radios and motorized and non-motorized vehicles to the SROs.

MISSION STATEMENT - BILLINGS POLICE DEPARTMENT

The Billings Police Department is committed to improving the quality of life through a customer service, problem solving partnership with the community.

MISSION STATEMENT - SCHOOL RESOURCE OFFICER PROGRAM

Through education and enforcement and by cooperative efforts with the school staff, the students, the parents, the courts, the surrounding neighborhood, and the community's social service organizations, the SRO program strives to assist the schools with providing a safe school and neighborhood environment, and strives to hold juveniles responsible for their actions and prevent individual problems from developing into patterns of delinquency.

**BILLINGS POLICE DEPARTMENT
SCHOOL RESOURCE OFFICER PROGRAM
PROGRAM OBJECTIVES**

1. Friendly contact between the Police Department and the City's youth.
2. Assistance and information sharing concerning problems and issues affecting the schools and students.
3. Education of children regarding the role of laws, courts, and Police in society.
4. Protection and education of children involving molestation, involvement with older law violators, and other harmful influences.
5. Investigation of cases involving juveniles and use of effective alternatives to court whenever possible.
6. Prevention of crime or delinquent behavior by juveniles within the School Resource Officers' areas of assignment.
7. Effective problem solving and liaison with neighborhoods surrounding the **middle schools**, which are affected negatively by the conduct of students.

It should be recognized that School Resource Officers:

- ◆ are encouraged to be a part of Student Council /Groups and School Staff when requested, and to work as a team with other school officials for the betterment of students and the school and neighborhood environment as a whole;

- ◆ are encouraged to work extra curricular activities as requested by the school administrator. It is recognized by all parties that these assignments provide further opportunities for crime prevention and crime detection. Any work by the SRO in this capacity will be approved by the assigned Police Department Supervisor and will be consistent with the FLSA and Police Union Contract. The SRO will not be used as a replacement officer for off-duty/special duty assignments. It will not relieve the School District of the need to provide adequate security at special events. All after hours work shall be approved by the SRO supervisor in advance;

- ◆ are expected to keep the school principal or his designee informed about law enforcement action which occurs on school property and/or which may involve a student. This, of course, will not occur if the information is inappropriate for release according to the Montana Criminal Justice Information Act of 1979;

◆ are police officers assigned as Uniform Patrol Officers of the Operations Division of the Billings Police Department. As such, their primary responsibilities are to investigate criminal cases involving youth, maintain order through the enforcement of local, state and federal laws, to recover stolen property, bring perpetrators to justice, and support the enforcement policies of the Billings Public Schools;

◆ are governed by the rules, policies, shifts, schedules, procedures and practices of the Billings Police Department and the City of Billings, under the supervision of an assigned Sergeant;

◆ are expected to attend all training, meetings and appointments assigned by the Police Department. It is recognized that some of these will conflict with officer availability at the school during normal school hours. These conflicts will be minimized as much as possible but the potential exists that such requirements will take precedence over school presence. The officer shall strive to keep the school principal or his representative informed about his/her absences and/or activities as appropriate on a need to know basis;

◆ are governed and covered by the current Collective Labor Agreement between City of Billings and the Montana Public Employees Association-Billings Police Unit;

◆ are considered by the City of Billings as "non-exempt" employees covered by the Fair Labor Standards Act and subject to it and the Police Union Contract for compensation and pay; Duty assignment in the summer months, when school is not in session, will be under the direction of the Police Operations Commander. SRO's may also be required to work regular police duty assignments, at other times when school is not in session, when so directed by the Police Operations Commander;

◆ are not security guards provided to the school district by the Billings Police Department. They should not be viewed by school officials as a replacement for security, although it is recognized that police presence has a crime prevention impact. If security is needed, the school district is encouraged to employ its own or to contract with a private security provider;

◆ are police officers and not school teachers, school administrators, nor school counselors. The officers will assist teachers with classroom presentations on relative topics when requested and able. They will also work with families, individual students and other school staff members with counseling and guidance efforts when requested and appropriate. We, the undersigned, encourage team work, partnerships, cooperation and coordination between the officers, their supervisors and the school administrators and their staff, as well as with the surrounding neighborhood;

◆ should not be relied upon or scheduled to serve as bus stop monitors, hallway monitors, nor lunch room monitors. Although, time permitting, SROs should assist school officials who are regularly assigned in these capacities since they provide

excellent opportunities to achieve program objectives, including professional and friendly contact with youth, positive relationships and crime prevention.

- ◆ SROs, School Administration for the respective middle and/or high schools and the assigned Police Supervisor will meet at the beginning of each school year to determine the goals and objectives of the SRO for the respective school. An assessment mechanism will be developed jointly, in an effort to determine the effectiveness of the SRO program. Quarterly and year end meetings will be held to determine progress and to make adjustments as needed.

- ◆ are not intended to substitute for or relieve the building administrators of their primary responsibility for maintenance of discipline and good order in the school.

SELECTION AND FINANCIAL CONSIDERATION

Two (2) officers will be selected by means of a joint selection committee, comprised of three (3) representatives from the Billings School District who will be appointed by the Superintendent of Schools and three (3) representatives from the Billings Police Department who will be appointed by the Billings Chief of Police. The Selection Committee will make recommendations to the Chief of Police. While he will duly consider the Committee's recommendations, selection of each School Resource Officer is within the sole discretion of the Chief of Police. Two officers will be assigned to the four Billings Public Middle Schools.

In return for services provided by the two officers, the Billings School District will pay to the City of Billings the sum of Fifty Three Thousand Five Hundred Sixty Dollars (\$53,560) by July 30, 2010.

PROGRAM ASSESSMENT

The School Resource Officer Program will be assessed annually, and the evaluation will be conducted jointly between the Billings Police Department and Billings Public Schools. The following areas, at a minimum, will be used to evaluate the program:

- ◆ Success of established goals and objectives
- ◆ An internal survey of high school administration, faculty and student council members, primarily concerning perceptions of safety and security
- ◆ Traditional police-citizen contacts (citations, arrests, FIRs, etc.)
- ◆ Non-traditional police-citizen contacts (meetings attended, problem areas addressed, student or family interviews, etc.)
- ◆ Surrounding neighborhood feedback and reaction to police efforts to address issues concerning the schools and students
- ◆ Accomplishment of tasks agreed upon as part of any work plan written in conjunction with the Principal

Each officer's effectiveness in the program will be evaluated at the end of each school term. The Principal will provide input into the evaluation. This may include a recommendation to the Chief that the officer not be assigned to that school the following year. The Chief will seriously consider the evaluation and the input of the Superintendent when assigning an officer to a building, and will make a good faith effort to address any concerns raised. Ultimately, however, the final decision on which officer will be assigned as a school resource officer is within the sole discretion of the Police Chief.

EFFECTIVE DATE

This Memorandum of Understanding is effective July 1, 2010, and shall remain in effect through June 30, 2011 unless renewed by agreement of both parties or terminated as provided herein.

TERMINATION OF AGREEMENT

Either party may terminate this agreement upon sixty (60) days written notice to the other party. If this agreement is terminated by School District #2, then the full balance of the Fifty Three Thousand Five Hundred Sixty Dollars (\$53,560) will be retained by the City of Billings in order to maintain the middle school SRO program. If the agreement is terminated by the City of Billings, then the pro-rated balance of the Fifty Three Thousand Five Hundred Sixty Dollars (\$53,560) will be refunded to School District #2. The pro-rated balance will be based on the total number of school days for the 2010/2011 school year and the number of school days remaining after the date of termination of the agreement.

NOTICES

All requests, notices, payments, demands, authorizations, directions, consents or waivers or other documents required or permitted under this Agreement shall be in writing and shall be delivered in person to, or deposited postage prepaid in the registered or certified mails of the United States, addressed to the City of Billings at:

Chief of Police, Billings Police Department, City of Billings,
P. O. Box 1554, Billings, MT 59103

or to School District #2 at:

Superintendent, School District #2, Lincoln Center, 415 North 30th Street
Billings, MT 59101

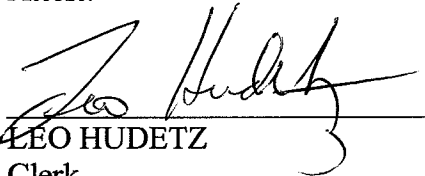
MODIFICATION; ENTIRE AGREEMENT OF PARTIES EXPRESSED

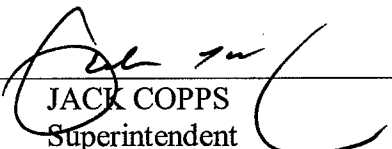
No modification of this Agreement shall be valid or binding unless the modification is in writing, duly dated and signed by both parties.

Executed this ____ day of _____, 2010.

SCHOOL DISTRICT #2

Attest:


LEO HUDETZ
Clerk

By: 
JACK COPPS
Superintendent

CITY OF BILLINGS

Attest:

City Clerk

By: _____
Mayor

Approved as to form:


Brent Brooks
City Attorney

MOU with School District middle schools

**MEMORANDUM OF UNDERSTANDING
SCHOOL RESOURCE OFFICER PROGRAM
AT BILLINGS WEST, SENIOR AND SKYVIEW HIGH SCHOOLS**

**CITY OF BILLINGS POLICE DEPARTMENT
BILLINGS PUBLIC SCHOOLS**

We do hereby agree that it is mutually beneficial to all parties for Billings Police Officers to be assigned as School Resource Officers to schools within the City of Billings. It is understood by all parties that officers are employees of the City of Billings Police Department.

The purpose of this document is to facilitate a clear understanding of roles, duties, and responsibilities. This Memorandum of Understanding (MOU) is being set forth on this 21st day of June, 2010 with full recognition that the agreement and document must be a living document to allow for program evolution and provide for some City of Billings and Billings School District variances, needs, and future changes. It is recognized that the School Resource Officer Program has enjoyed a fifteen (15) year history within the City of Billings, since a limited pilot project at Billings West High School was implemented by the West End Community Oriented Policing team, and has enjoyed an excellent relationship with the schools. This MOU is being set forth to provide universal clarification of expectations, to minimize confusion, and to provide for consistency between officers, schools, principals, and directors.

The Billings Police Department recognizes and supports the need for safe schools and a safe learning environment for our youth. In furtherance of that goal, the Billings Police Department School Resource Officers shall work in partnership with school officials toward this end. The schools will provide a private office, office furnishings, telephone, and a computer to the SRO for his/her use in the school. The Police Department will provide any required police equipment, including radios and motorized and non-motorized vehicles to the SROs.

MISSION STATEMENT - BILLINGS POLICE DEPARTMENT

The Billings Police Department is committed to improving the quality of life through a customer service, problem solving partnership with the community.

MISSION STATEMENT - SCHOOL RESOURCE OFFICER PROGRAM

Through education and enforcement and by cooperative efforts with the school staff, the students, the parents, the courts, the surrounding neighborhood, and the community's social service organizations, the SRO program strives to assist the schools with providing a safe school and neighborhood environment, and strives to hold juveniles responsible for their actions and prevent individual problems from developing into patterns of delinquency.

**BILLINGS POLICE DEPARTMENT
SCHOOL RESOURCE OFFICER PROGRAM
PROGRAM OBJECTIVES**

1. Friendly contact between the Police Department and the City's youth.
2. Assistance and information sharing concerning problems and issues affecting the schools and students.
3. Education of children regarding the role of laws, courts, and Police in society.
4. Protection and education of children involving molestation, involvement with older law violators, and other harmful influences.
5. Investigation of cases involving juveniles and use of effective alternatives to court whenever possible.
6. Prevention of crime or delinquent behavior by juveniles within the School Resource Officers' areas of assignment.
7. Effective problem solving and liaison with neighborhoods surrounding the high schools, which are affected negatively by the conduct of students.

It should be recognized that School Resource Officers:

- ◆ are encouraged to be a part of Student Council /Groups and School Staff when requested, and to work as a team with other school officials for the betterment of students and the school and neighborhood environment as a whole;

- ◆ are encouraged to work extra curricular activities as requested by the school administrator. It is recognized by all parties that these assignments provide further opportunities for crime prevention and crime detection. Any work by the SRO in this capacity will be approved by the assigned Police Department Supervisor and will be consistent with the FLSA and Police Union Contract. The SRO will not be used as a replacement officer for off-duty/special duty assignments. It will not relieve the School District of the need to provide adequate security at special events. All after hours work shall be approved by the SRO supervisor in advance;

- ◆ are expected to keep the school principal or his designee informed about law enforcement action which occurs on school property and/or which may involve a student. This, of course, will not occur if the information is inappropriate for release according to the Montana Criminal Justice Information Act of 1979;

- ◆ are police officers assigned as Uniform Patrol Officers of the Operations Division of the Billings Police Department. As such, their primary responsibilities are to investigate criminal cases involving youth, maintain order through the enforcement of local, state and federal laws, to recover stolen property, bring perpetrators to justice, and support the enforcement policies of the Billings Public Schools;
- ◆ are governed by the rules, policies, shifts, schedules, procedures and practices of the Billings Police Department and the City of Billings, under the supervision of an assigned Sergeant;
- ◆ are expected to attend all training, meetings and appointments assigned by the Police Department. It is recognized that some of these will conflict with officer availability at the school during normal school hours. These conflicts will be minimized as much as possible but the potential exists that such requirements will take precedence over school presence. The officer shall strive to keep the school principal or his representative informed about his/her absences and/or activities as appropriate on a need to know basis;
- ◆ are governed and covered by the current Collective Labor Agreement between City of Billings and the Montana Public Employees Association-Billings Police Unit;
- ◆ are considered by the City of Billings as "non-exempt" employees covered by the Fair Labor Standards Act and subject to it and the Police Union Contract for compensation and pay; Duty assignment in the summer months, when school is not in session, will be under the direction of the Police Operations Commander. SRO's may also be required to work regular police duty assignments, at other times when school is not in session, when so directed by the Police Operations Commander;
- ◆ are not security guards provided to the school district by the Billings Police Department. They should not be viewed by school officials as a replacement for security, although it is recognized that police presence has a crime prevention impact. If security is needed, the school district is encouraged to employ its own or to contract with a private security provider;
- ◆ are police officers and not school teachers, school administrators, nor school counselors. The officers will assist teachers with classroom presentations on relative topics when requested and able. They will also work with families, individual students and other school staff members with counseling and guidance efforts when requested and appropriate. We, the undersigned, encourage team work, partnerships, cooperation and coordination between the officers, their supervisors and the school administrators and their staff, as well as with the surrounding neighborhood;
- ◆ should not be relied upon or scheduled to serve as bus stop monitors, hallway monitors, nor lunch room monitors. Although, time permitting, SROs should assist school officials who are regularly assigned in these capacities since they provide

excellent opportunities to achieve program objectives, including professional and friendly contact with youth, positive relationships and crime prevention.

- ◆ SROs, School Administration for the respective middle and/or high schools and the assigned Police Supervisor will meet at the beginning of each school year to determine the goals and objectives of the SRO for the respective school. An assessment mechanism will be developed jointly, in an effort to determine the effectiveness of the SRO program. Quarterly and year end meetings will be held to determine progress and to make adjustments as needed.

- ◆ are not intended to substitute for or relieve the building administrators of their primary responsibility for maintenance of discipline and good order in the school.

SELECTION AND FINANCIAL CONSIDERATION

Three (3) officers will be selected by means of a joint selection committee, comprised of three (3) representatives from the Billings School District who will be appointed by the Superintendent of Schools and three (3) representatives from the Billings Police Department who will be appointed by the Billings Chief of Police. The Selection Committee will make recommendations to the Chief of Police. While he will duly consider the Committee's recommendations, selection of each School Resource Officer is within the sole discretion of the Chief of Police. One officer will be assigned to each of the three Billings Public High Schools.

In return for services provided by the three officers, the Billings School District will pay to the City of Billings the sum of Sixty Four Thousand Two Hundred Seventy Two Dollars (\$64,272) by July 30, 2010.

PROGRAM ASSESSMENT

The School Resource Officer Program will be assessed annually, and the evaluation will be conducted jointly between the Billings Police Department and Billings Public Schools. The following areas, at a minimum, will be used to evaluate the program:

- ◆ Success of established goals and objectives
- ◆ An internal survey of high school administration, faculty and student council members, primarily concerning perceptions of safety and security
- ◆ Traditional police-citizen contacts (citations, arrests, FIRs, etc.)
- ◆ Non-traditional police-citizen contacts (meetings attended, problem areas addressed, student or family interviews, etc.)
- ◆ Surrounding neighborhood feedback and reaction to police efforts to address issues concerning the schools and students
- ◆ Accomplishment of tasks agreed upon as part of any work plan written in conjunction with the Principal

Each officer's effectiveness in the program will be evaluated at the end of each school term. The Principal will provide input into the evaluation. This may include a recommendation to the Chief that the officer not be assigned to that school the following year. The Chief will seriously consider the evaluation and the input of the Superintendent when assigning an officer to a building, and will make a good faith effort to address any concerns raised. Ultimately, however, the final decision on which officer will be assigned as a school resource officer is within the sole discretion of the Police Chief.

EFFECTIVE DATE

This Memorandum of Understanding is effective July 1, 2010, and shall remain in effect through June 30, 2011, unless renewed by agreement of both parties or terminated as provided herein.

TERMINATION OF AGREEMENT

Either party may terminate this agreement upon sixty (60) days written notice to the other party. If this agreement is terminated by School District #2, then the full balance of the Sixty Four Thousand Two Hundred Seventy Two Dollars (\$64,272) will be retained by the City of Billings in order to maintain the high school SRO program. If the agreement is terminated by the City of Billings, then the pro-rated balance of the Sixty Four Thousand Two Hundred Seventy Two Dollars (\$64,272) will be refunded to School District #2. The pro-rated balance will be based on the total number of school days for the 2010/2011 school year and the number of school days remaining after the date of termination of the agreement.

NOTICES

All requests, notices, payments, demands, authorizations, directions, consents or waivers or other documents required or permitted under this Agreement shall be in writing and shall be delivered in person to, or deposited postage prepaid in the registered or certified mails of the United States, addressed to the City of Billings at:

Chief of Police, Billings Police Department, City of Billings,
P. O. Box 1554, Billings, MT 59103

or to School District #2 at:

Superintendent, School District #2, Lincoln Center, 415 North 30th Street
Billings, MT 59101

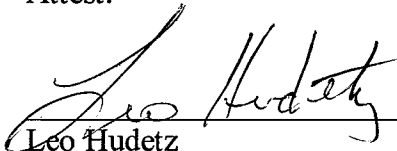
MODIFICATION; ENTIRE AGREEMENT OF PARTIES EXPRESSED

No modification of this Agreement shall be valid or binding unless the modification is in writing, duly dated and signed by both parties.

Executed this ____ day of _____, 2010.

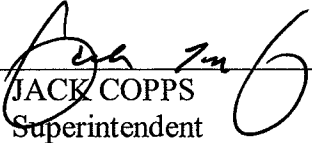
SCHOOL DISTRICT #2

Attest:



Leo Hudetz
Clerk

By:



JACK COPPS
Superintendent

CITY OF BILLINGS

Attest:

City Clerk

By:

Mayor

Approved as to form:



City Attorney

MOU with School District High Schools

Regular City Council Meeting

Date: 08/23/2010

TITLE: Amendment 1 Extending the Term of the Airport Gift Shop Concession Agreement

PRESENTED BY: Tom Binford

Department: Airport

Information

PROBLEM/ISSUE STATEMENT

The Airport Gift Shop Concession Agreement is due to expire August 31, 2010. This concession oversees the operation of the Airport's gift shop located on the concourse level in the center of the Airport Terminal Building. Staff and the Concessionaire have discussed the Agreement term expiration as it relates to seasonal purchasing needs. Because the bid process for the Gift Shop Concession holds a degree of uncertainty for the existing Concessionaire, it is difficult for the current Concessionaire to place enough orders for the balance of the tourist season and for the upcoming autumn hunting and fishing seasons, due to lead times on the merchandise and the desire to not have a lot of additional stock on hand should the concession bid be lost. The autumn purchasing events are followed up by the holiday season, which requires ordering different stock. When discussing what time frame of the year would be the best to do a bid for this concession, both for the current Concessionaire and also for any potential new concessionaire, it was determined that the end of the year would be the best time to end the concession agreement since the months of January through March tend to be the slowest retail months at the Airport and do not require a significant amount of stock to be ordered for those months. In order to facilitate both autumn and holiday purchasing, the Concessionaire desires to extend the term of the Agreement. Staff has reviewed the request and determined that a four-month extension to the term and setting a new expiration date of December 31, 2010 would be beneficial to both parties. Amendment 1 to the Agreement amends the term for the additional four months. As in the past, prior to expiration of the Agreement, staff will advertise for the opportunity for qualified concessionaires to submit proposals to operate the five-year Gift Shop Concession and prepare a Request for Proposal (RFP) packet for all interested parties.

ALTERNATIVES ANALYZED

The Council may:

- Approve Amendment 1 extending the term of the Agreement; or
- Not approve Amendment 1 extending the term of the Agreement.

FINANCIAL IMPACT

The Gift Shop Concession generates approximately \$620,000 to \$650,000 in gross revenues from which the Concessionaire remits the percentage that was proposed to the City. This will generally result in revenues for the Airport ranging between \$115,000 and \$120,000 annually, depending on the total annual gross revenues generated. Based on the results of the past fiscal year, the additional four months will result in approximately \$35,530 in additional revenues to the Airport.

RECOMMENDATION

Staff recommends that Council approve Amendment 1 to the Airport Gift Shop Concession Agreement, extending the term to December 31, 2010.

APPROVED BY CITY ADMINISTRATOR

Attachments

Amendment 1

AMENDMENT ONE
TO
AIRPORT GIFT SHOP CONCESSION AGREEMENT
BY AND BETWEEN
CITY OF BILLINGS
AND
AIRPORT GIFTS

W I T N E S S E T H

WHEREAS, on August 8, 2005, Airport Gifts (hereinafter "Concessionaire") and the City of Billings (hereinafter "City") entered into a Gift Shop Concession Agreement (hereinafter "Agreement") for the Concessionaire to oversee the operation of the Airport's gift shop located on the concourse level in the center of the Airport Terminal Building, and

WHEREAS, the term of the Agreement will expire on August 31, 2010, and

WHEREAS, Concessionaire and City desire to extend the term of the Agreement to facilitate seasonal purchasing and stocking cycles, and

WHEREAS, the City has determined that it is in the best interest of both parties to provide a four (4) month extension to the term.

NOW THEREFORE, the Agreement is modified as follows to provide the extension of the term:

ARTICLE II

TERM

A. Initial Term. The term of this Agreement shall commence on the 1st day of September 2005, and shall end on the 31st day of December 2010. The Contract Year for purposes of this Agreement shall be September 1 through August 31 of each year of the term herein.

All other terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hand this _____ day of _____ 20____.

ATTEST:

CITY OF BILLINGS

BY _____
CITY CLERK

BY _____
MAYOR

APPROVED AS TO FORM

AIRPORT GIFTS

BY _____
CITY ATTORNEY

BY _____

Regular City Council Meeting

Date: 08/23/2010

TITLE: Approval of Contract Amendment with the State of Montana Department of Public Health and Human Services - Development Disabilities Division

PRESENTED BY: Tom Binford

Department: Transit

Information

PROBLEM/ISSUE STATEMENT

Since July 1997, the State of Montana Department of Public Health and Human Services (DPHHS) - Developmental Disabilities Division (DD) has contracted with MET Transit to provide specialized transportation for developmentally disabled individuals to and from their home or group home and their respective DD Division day/work programs. MET Transit averages 2,300 rides to approximately 67 persons per month. The service MET Special Transit provides improves the quality of life for persons with developmental disabilities. The contract payments for this service are based on a per-person, per-mile ridership. Revenue received over the last three years is \$130,665 for FY 07/08, \$116,162 for FY 08/09, and \$89,176 for FY 09/10. Renewal of this contract will provide Paratransit with approximately \$90,000 in additional revenue for FY 10/11.

On October 9, 2007, City Council approved the current contract, which was awarded by the State on July 1, 2007. This contract contains a clause, which allows the service to be extended for three additional one-year periods, not to exceed a total contractual term of four years. On August 24, 2009, Council did approve the extension of the contract through June 30, 2010. The DD Division is again requesting that we extend the current contract, utilizing the last additional one year extension period which will end June 30, 2011.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the contract amendment extension; or
- Not approve the contract amendment extension.

FINANCIAL IMPACT

Through this contract amendment the City's Transit Division may receive up to \$90,000 in revenue for FY 10/11 for the services provided.

RECOMMENDATION

Staff recommends that Council approve the one year contract amendment and authorize the Mayor to execute the transportation contract amendment between the City's MET Transit Division and the State of Montana DPHHS-DD.

APPROVED BY CITY ADMINISTRATOR

Attachments

DD Contract Amendment

CONTRACT AMENDMENT

This agreement is entered into by the Montana State Department of Public Health and Human Services (hereinafter referred to as the Department), whose address is 111 Sanders, P.O. Box 4210, Helena, MT 59604, and whose phone number is (406) 444-2995 and **MET TRANSIT** (hereinafter referred to as the "Contractor"), whose address is PO BOX 1178, BILLINGS MT 59103-1178, phone number is (406) 657-8217, fax number (406) 657-8419, whose Montana Medicaid Provider ID # is 0236977, and whose Federal ID Number is 81-6001237 and has as its purpose the modification of Contract Number 10-143-2300 pursuant to Section 3.1 of that contract.

The parties agree to modify the contract effective July 1, 2010 for the following purposes:

- A. This agreement is intended to modify DPHHS Contract Number 10-143-2300 only as herein specifically provided. All other contract provisions shall remain in full force and effect.
- B. To change the Contract Number from 10-143-2300 to 11-143-2300.
- C. To extend the contract term by one year, in accordance with the FY11 Guidelines for Contract Extension Amendments, to include July 1, 2010 through June 30, 2011.
- D. *[Applicable only to providers with amounts in Apx B]* The contract is amended to include a new Appendix B for the extended contract term. Appendix B, dated for the extended term, is attached to this set of amendments and is hereby incorporated.
- E. The contract is amended to include a new Appendix I for the extended contract term. Appendix I, dated for the extended term, is attached to this set of amendments and is hereby incorporated.
- F. *[Applicable to E&D Providers Only]* The contract is amended to include a new Appendix F for the extended contract term. Appendix F, dated for the extended term, is attached to this set of amendments and is hereby incorporated.
- G. The contract is amended to include a new Attachment 1-H for the extended contract term. Attachment 1-H, dated for the extended term, is attached to this set of amendments and is hereby incorporated.
- H. *[Applicable to PASARR Providers Only]* The contract is amended to include a new Appendix K for the extended contract term. Appendix K, dated for the extended term, is attached to this set of amendments and is hereby incorporated.

Attachment D for the extended contract term. Attachment D, dated for the extended term, is attached to this set of amendments and is hereby incorporated.

- J. *[Please UPDATE these services on this Amendment form]* To amend Subsection 5.1 to include 0371 and 0667 Waivers and update Services Categories to reflect these waivers.
- K. *To amend Subsection 5.3 to clarify which Contracts and information for these specific Contracts are in Appendix B*
- L. To amend Subsection 5.5 to clarify what the Contractor is responsible for in the consumer's plan of care.
- M. To amend Subsection 5.7.1 to clarify the use of College of Direct Support
- N. To amend Subsection 5.7.2 to include part-time requirements for Direct Care Employees taking College of Direct Supports.
- O. To add Subsection 5.8. to require the use of the State's incident management system (Therap).
- P. To amend Subsection 6.2 to clarify the billing method between contract types.
- Q. To amend Subsection 6.4.2 to exclude the administrative fee on cost based services.
- R. To remove Subsection 6.8 and renumber subsequent sections. Section 6.8 referred to how funding was prorated from Appendix B to Individual Cost Plans. This section is no longer necessary since it was applicable during the period when DDP was transitioning to standardized rates and individual cost plans.
- S. To amend Subsection 6.8 (newly renumbered) to clarify the 90 day billing requirement to include amendments to invoices.
- T. To amend Subsection 7.3 to restate the requirements for the Annual Expenditure Report.
- U. To amend Subsection 8.1 add language of Contractors using International Financial Reporting Standards (IFRS).
- V. To add new Subsection 8.2 language to have and maintain adequate internal controls and lists the 5 elements of controls.
- W. To add new Subsection 8.3 language to separately account for and report the different funding as a result of this Contract. To renumber subsequent sections.

- X. To add new Subsection 10.4 language to allow the Department complete access to the Contractors records. Renumber subsequent subsections.
- Y. To rewrite all language in Section 13.0 CONFIDENTIALITY OF PERSONAL INFORMATION AND COMPLIANCE WITH THE FEDERAL HIPAA AND HITECH PRIVACY AND SECURITY REQUIREMENTS
- Z. To amend language in Subsection 14.1 to include any transfer, subcontract without approval from the Department is null and void
- AA. To rewrite all language in Section 15.0 INDEMNIFICATION
- BB. To rewrite all language in Section 16.0 INSURANCE COVERAGE
- CC. To amend Subsection 17.0 to clarify the amounts required for Fidelity bonds.
- DD. To amend Section 18.0 to add new Subsections 18.3, 18.4, 18.5 & 18.8; renumber current 18.3 & 18.4 to 18.6 & 18.7.
- EE. To delete Section 19.0 and renumber subsequent Sections.
- FF. To add Subsection 19.5 (newly renumbered) TEXT MESSAGING WHILE DRIVING
- GG. To rewrite all language in Section 20.0 CIVIL RIGHTS
- HH. To rewrite language in Section 22.0 PUBLIC INFORMATION AND DISCLAIMERS
- II. To amend Section 24.0 to include new Subsections 24.1 renumber subsequent Subsections; add Subsection 24.5.5; add Subsection 24.7
- JJ. To amend Section 25.0 to include language stating a written request is required for administrative and programmatic guidance necessary to the Contractor's performance.
- KK. To delete Section 26.0. Section 26.0 was moved to 10.4.
- LL. Add new Section 26.0 FORCE MAJEURE
- MM. To rewrite language in Section 28.0 CONTRACTUAL DISPUTE RESOLUTION PROCESS FOR HUMAN SERVICES CONTRACTS
- NN. To rewrite language in Subsection 29.1 LIAISON AND SERVICE OF NOTICES
- OO. To add language to Section 30.0 REGISTRATION OF OUT OF STATE ENTITIES

PP. To rewrite language in Section 31.0 TECHNOLOGY ACCESS FOR PERSONS WHO ARE BLIND OR VISUALLY IMPAIRED

QQ. To rewrite language in Section 32.0 TOBACCO-FREE WORKPLACE AND OTHER RESTRICTIONS

RR. To rewrite language in Subsections 34.1, 34.2 & 34.7

1. Subsection 5.1 is amended to read as follows:

The Contractor is authorized by this Contract to make available the following developmental disabilities community services in accordance with this Contract, the appendices to this contract, the rules adopted by the Department to govern the provision of developmental disabilities services, any state and federal laws pertinent to the provision of developmental disabilities community services including the HCBS waivers 0208.90,0371,0667 and other pertinent state and federal legal authorities.

List the DDP Region(s) number for the services below in which the Contractor is Qualified to Provide Services. For those services that the Contractor expects to subcontract via OHCDs, enter the region number and an "s" for each service to be subcontracted (i.e. "1s" Physical Therapy). Reference Appendix I for more discreet service area restrictions.:

These services also include General Fund Services

0208	0371	0667
☐ Day Habilitation	☐ Day Habilitation	☐ Children's Autism Training
☐ Pre-vocational Habilitation	☐ Homemaker	☐ Respite
☐ Work/day	☐ Personal Care	☐ Waiver-funded Children's Case Management(WCCM)
☐ Senior Day	☐ Private Duty Nursing	☐ Adaptive Equipment/Environmental Modifications
☐ Intensive waiver-funded adult habilitation	☐ Residential Habilitation	☐ Occupational Therapy
☐ Homemaker	☐ Pre-vocational Services	☐ Physical Therapy
☐ Residential Habilitation	☒ Transportation	☐ Speech Therapy
☐ Respite	☐ Respite	☐ Transportation
☐ Supported Employment	☐ Supported Employment	☐ Individual Goods & Services (IGS)
☐ Adult Companion	☐ Adult Companion	☐ Program Design & Monitoring
☐ Waiver-funded Children's Case Management (WCCM)	☐ Educational Services	
☐ Occupational Therapy	☐ Environmental Modifications/Adaptive Equipment/Specialized Medical Equipment & Supplies	
☐ Physical Therapy	☐ Health/Health Maintenance/Safety Supports	
☐ Speech Therapy		
☐ Psychological & Counseling		
☐ Adult Foster Support		
☒ Transportation		
☐ Assisted Living	☐ Personal Emergency	

_ Community Transition _ Board Certified Behavior Analyst (BCBA) _ Caregiver Training & Support (CTS) _ Dietitian Services _ Environmental Modifications/ Adaptive Equipment _ Individual Goods & Services (IGS) _ Meals _ Personal Care _ Private Duty Nursing _ Respiratory Therapy _ Personal Emergency Response System (PERS)	Response System (PERS) _ Social, Leisure & Recreational Supports	
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2. Subsection 5.3 amended to read as follows:

Appendix B, Capacity And Expenditure Authorizations, specifies all Non-ICP contracted for services. A Contractor providing a contracted for non-ICP service must provide services throughout the term of the Contract to eligible consumers in accordance with Appendix B. Appendix B specifies the number of units of services to be delivered by the Contractor and the amounts of funding available for the provision of services for each service. Appendix B is an electronically produced and maintained excel spreadsheet that may be revised by the Department when necessary with the agreement of the Contractor.

3. Subsection 5.5 amended to read as follows:

The Contractor must deliver to each consumer the types, quantities, and quality of services that the Contractor is responsible for the delivery of as specified in the consumer's Individual Cost Plan (ICP), Personal Support Plan (PSP), and related documents. The Contractor must assure the appropriate and consistent delivery of the features of a consumer's plan for which the Contractor is responsible, inclusive of the number of direct service hours per month, staffing ratios, special assistance, supervision, training and support, and one time purchases.

4. Subsection 5.7.1

The Department has implemented the College Of Direct Supports for the purpose of providing employees of contractors who provide direct care to consumers with basic training in the provision of direct care services. The lessons of the College Of Direct Supports are available to all full time (30 to 40 hours) and part time (20 to 30 hours) direct care workers employed by a contracted qualified provider.

5. Subsection 5.7.2 amended to read as follows:

The Contractor must require all full time and part time employees providing full time and part time direct care to complete the following sets of Tier One College Of Direct Supports lessons within six months of hire. Full time employees must complete all 15 Tier One lessons and part time direct care employees must complete the specified 8 Tier One lessons. Thereafter, the Contractor must offer each year, 20 hours of College of Direct Supports lessons of their choosing to be completed annually by direct care employees.

6. Subsection 5.8 added to read as follows:

Incident management reporting and tracking is required by the Centers for Medicare and Medicaid in the federally approved home and community Medicaid funded Montana programs for persons with developmental disabilities. Incident management is a critical element of effective administrative oversight that supports the identification of trends and patterns in the occurrence of critical incidents or events in order to identify opportunities for statewide improvement and the development of administrative strategies needed to assure the health and welfare of all waiver recipients. The Department has implemented incident management reporting and tracking in accordance with ARMs 37.34.1501 through 37.34.1513. In addition, the Department has implemented for purposes of reporting the Therap web-based incident management reporting and data system.

7. Subsection 5.8.1 added to read as follows:

5.8.1 The Contractor must implement policies to assure that the Contractor and its employees appropriately report incidents in conformance with the governing rules and do so through the Therap reporting system. All Incident Management reporting shall be electronically reported in the statewide Incident Management Reporting System, therapservices.net/Montana, which is available to Contractors at no cost. Contractors with existing database management systems that conform to the requirements and definitions of the Incident Management System who choose to keep their own system may contract with Therap at the Contractor's expense to link their system with Therap's. The Contractor must contact Therap for technical details..

8. Subsection 6.2 amended to read as follows:

6.2 The Contractor's expenditures on services specified in appendix B must conform to the Contractor's budget as required in 6.4. For those services not reimbursed through the DD Program standardized rates reimbursement system, the Contractor may not receive more than the total amount of monies allocated by the Department for the delivery to consumers of each type of service as specified in Appendix B and the total consideration available through this Contract may not exceed the sum of the expenditures authorized in Appendix B.

9. Subsection 6.4.2 amended to read as follows:

6.4.2 For non-standardized rate services, reimbursement to the Contractor is available only for actual expenses which are allowable and incurred in the delivery of the service up to the total amount of monies allocated to expend on that service for the specified consumer as stated in Appendix B, or for a cost based ICP item

excluding the administrative fee. As provided for in Section 8.0 of this Contract, actual, allowable, and reasonable expenses are those costs actually incurred by the Contractor in performing this Contract, which would qualify for financial participation under the provisions of 45 CFR, Part 74, and Federal Grant Administration Regulations.

10. To remove Subsection 6.8 and renumbered subsequent sections.

11. Subsection 6.8 (newly renumbered) to read as follows:

6.8 The Department reimburses the Contractor within thirty (30) days after the submission of an appropriately completed invoice by the Contractor to the Department. The Contractor must invoice the Department within ninety (90) days of the last day of the month within which the service was provided, unless exception of special circumstances and prior approval has been granted by the Department. This ninety (90) day invoicing limitation applies to all original and/or adjusted invoices.

12. Subsection 7.3 to read as follows:

The Contractor must submit an Annual Expenditure Report covering each discrete Medicaid funded home and community service. This report must detail the actual revenues received by the Contractor via this contract and the number of unduplicated recipients served by waiver service category during each state fiscal year. This report must be submitted to the Department within ninety (90) days of the end of each state fiscal year or the date of any contract termination or default.

13. Subsection 8.1 amended to read as follows:

The Contractor must maintain for the purposes of this Contract an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles (GAAP), as interpreted by the Department and other pertinent federal and state authorities, and that conforms to any other accounting requirements required by the Department or other entities or that may be required under 18-4-311, MCA or any pertinent federal and state authorities. The Department in its discretion may accept compliance for purposes of this section through the adoption by the Contractor of and the Contractor's conformance with the International Financial Reporting Standards (IFRS).

14. Subsection 8.2 to read as follows

8.2 The Contractor must maintain and document an adequate system of internal controls that address the 5 elements of internal controls: 1) the control environment, 2) the risk environment, 3) the control activities, 4) information, communications, and 5) monitoring.

15. Subsection 8.3 to read as follows.

8.3 The Contractor must separately account for and report the source, the receipt, and the expenditure of the different types of program funding received from the Department under this Contract. Except as may be expressly allowed for under this

Contract, each different fund of monies must be kept separate and may not be diverted or commingled.

16. Subsection 10.4 to read as follows.

10.4 The Contractor must provide the Department and its authorized agents with reasonable access to records the Contractor maintains for purposes of this Contract. The Contractor must make the records available at all reasonable times at the Contractor's general offices.

17. Section 13.0 rewritten as follows:

13.0 CONFIDENTIALITY OF PERSONAL INFORMATION AND COMPLIANCE WITH THE FEDERAL HIPAA AND HITECH PRIVACY AND SECURITY REQUIREMENTS

13.1 Generally

The Contractor, during and after the term of this Contract, must protect in accordance with applicable legal and policy authorities confidential personal consumer/recipient and departmental employee information obtained and used in the performance of contractual duties and responsibilities under this Contract.

13.2 Confidential Personal Information Held By The Contractor

All material and information containing consumer/recipient or departmental employee personal information provided to the Contractor by the Department or acquired by the Contractor on behalf of the Department, whether verbal, written, electronic and other media, or in other forms, is to be regarded as confidential information and may only be used or disseminated by the Contractor, its employees, subcontractors, agents or others for the purposes allowed for under this Contract and any governing legal and policy authorities.

13.3 Confidential Personal Information Defined

Personal information is personal information concerning a person: 1) who is a consumer or recipient of services delivered by a departmental program, 2) who is otherwise the subject of a departmental activity, or 3) who is a departmental employee. Confidential personal information is personal confidential information that, under one or more federal or state laws or regulations, is protected from general public access and release. Confidential personal information may be in a form: 1) that expressly serves to identify a person; 2) that based upon various descriptive aspects can be used to identify a person; or 3) that is descriptive of a person's personal medical, physical, social, psychological, financial, eligibility for public services or benefits, or other personal circumstances. Personal information may appear in writing, electronic or in any other form. Confidential personal information may include but is not limited to a person's name, social security number, driver's license number, street and postal addresses, phone numbers, email address, medical data, health information, protected health information as defined for purposes of the federal HIPAA and HITECH Acts, programmatic individual eligibility information, programmatic individual case information, programmatic payment and benefit information, and information obtained from the IRS or other third parties that is protected as confidential.

13.4 Contractor Compliance With the federal HIPAA And HITECH Acts And The Implementing Regulations Governing The Use And Possession Of Personal

Healthcare Information

The Contractor, in relation to individually identifiable personal healthcare information used or possessed by the Contractor for or related to the purposes of performance under this Contract, must comply with the privacy and security requirements of the federal Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the regulations implementing the HIPAA requirements at 45 CFR Parts 160 and 164 and the Health Information Technology For Economic And Clinical Health Act (HITECH), enacted as part of the American Recovery And Reinvestment Act of 2009, and the regulations implementing the HITECH requirements as they may be applicable to the Contractor and the services provided through this Contract.

The Contractor, if a Business Associate as defined at 45 CFR 160.103, may not proceed to enter into this Contract or continue to perform under this Contract with the Department unless it is in compliance with the privacy and security requirements of federal HIPAA and HITECH necessary for its function as a Business Associate of the Department or as a Covered Entity. A Business Associate may provide one or more services that encompass legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, and financial functions and activities and may include: claims processing or administration; data analysis, processing or administration; utilization review; quality assurance; billing; benefit management; practice management; and repricing. The Contractor, if a Business Associate, must sign the Business Associate Agreement attached to this Contract as Attachment D. The Contractor must comply with the requirements and limitations of that Agreement which are in addition to the requirements and limitations of this Contract.

The Department's Certification Form, attached to this Contract as Attachment C, must be signed by the Contractor. That form, containing various requirements necessitating the Contractor's certification, provides for the Contractor's certification of its determination that, if it is legally subject, either as a Covered Entity or as a Business Associate as defined at 45 CFR 160.103, to the federal HIPAA and HITECH privacy and security requirements established in federal statutes and regulations, it is fully in compliance with those requirements as they may be applicable.

13.5 Security Of Confidential Personal Information

The Contractor in its possession and use of confidential personal information for purposes of performance under this Contract must implement and use at all times electronic and other security measures, standards, and procedures that meet or exceed current best business practices among like entities and operations, are compatible with the technology and programs of the Department, and, if requested by the Department, have been reviewed and approved by the Department.

13.6 Notice By Contractor Of Unauthorized Disclosures Or Uses Of Confidential Personal Information

The Contractor must immediately report to the Department in a confidential manner and with particular detail any unauthorized disclosures or uses of confidential personal information possessed by the Contractor, its employees, subcontractors, agents or others for the purposes of performance under this Contract.

13.7 Remedial Action

Upon discovery or notice that in the Contractor's possession or handling of confidential personal information there has been a breach of confidentiality, the Contractor must undertake immediate measures to prevent further breach and to retrieve from the breach any written, electronic media or other tangible forms of the confidential information, to rectify any significant harm to the Department, and to protect the affected individual persons from further harm that may arise out of the breach.

13.8 Notice By Contractor Of Investigations, Complaints, Litigation Concerning The Use And Protection Of Confidential Personal Information

The Contractor must notify the Department in writing within five work days in the event that 1) the Contractor receives notice of a complaint lodged with, of an investigation initiated by, or of a determination made by the Office of Civil Rights (OCR) of the Department of Health and Human Services, the federal Department Of Justice, or other federal entity that the Contractor is not in compliance with the federal HIPAA and HITECH Acts and the implementing regulations, or that 2) the Contractor receives notice of an administrative action or litigation initiated against the Contractor based on any legal authority pertaining to the protection of confidential information. The Contractor must provide the Department with a copy of any notice along with a copy of the relevant administrative or legal complaint and/or determination.

13.9 Cause For Termination

Failure of the Contractor to be in compliance with this provision or the Department's policies or federal and state legal authorities protecting confidential personal information, inclusive of the federal HIPAA and HITECH Acts and the implementing regulations governing the protection of confidential personal healthcare information, is cause for termination of this Contract by the Department.

18. Subsection 14.1 amended to read as follows

14.1 The Contractor may not assign, transfer, delegate or subcontract, in whole or part, this Contract or any right or duty arising under this Contract unless the Department in writing expressly approves the assignment, transfer, delegation or subcontract. Any assignment, transfer, delegation, or subcontract entered into without express approval from the Department is null and void.

19 Section 15.0 INDEMNIFICATION rewritten as follows:

15.1 The Contractor must, at its sole cost and expense, indemnify, defend, and hold harmless the State of Montana, its officials, employees, volunteers and agents acting within the scope of their duties and responsibilities against any claims, demands, causes of action for property damage or destruction, bodily or personal injury, illness, death or any other harm, and resulting settlements, judgments, losses, liabilities, penalties, costs, attorney fees, and the costs of defense inclusive of investigation, discovery, experts and court costs, in favor of third parties, the Contractor's officers, employees and agents, except for losses, liabilities, damages, costs, or fees solely arising out of or resulting from the actions, failures, or omissions of the Department. This indemnification includes

claims for alleged liabilities arising from the following: 1) the acts, errors, omissions or negligence or the alleged acts, errors, omissions or negligence, whether willful or not, of the Contractor or the Contractor's officers, employees and agents; 2) the failure or omission or alleged failure or omission of the Contractor or the Contractor's officers, employees and agents to perform the duties, responsibilities or services under this Contract; or 3) the failure or alleged failure of the Contractor or the Contractor's officers, employees and agents to comply with any federal, state, and local laws, regulations, and ordinances applicable to the services or work to be provided under this Contract.

15.2 The Department must give the Contractor notice of any claim and at the Contractor's expense the Department shall cooperate in the defense of the claims.

15.3 If in the judgment of the Department the Contractor has failed to fulfill its obligations as the indemnitor under this Section, the Department may proceed to undertake its own defense. If the Department undertakes its own defense, the Contractor in accordance with this indemnification must reimburse the Department for any and all costs to the Department resulting from settlements, judgments, losses, liabilities, and penalties and for all the costs of defense incurred by the Department inclusive of attorney fees, investigation, discovery, experts, and court costs.

15.4 For purposes of this Section the term "Contractor's agent" is inclusive of a subcontractor, representative, assignee, volunteer and any other person, partnership, corporation, or other legal entity performing work or services, or providing materials under this Contract.

15.5 For purposes of this Section the term "claim" is inclusive of both actual and alleged claims, demands, and causes of action.

20. Section 16.0 INSURANCE COVERAGE rewritten as follows:

16.0 INSURANCE COVERAGE

16.1 General Liability Insurance

16.1.1 The Contractor must maintain for the duration of this Contract, at its sole cost and expense, primary standard general liability insurance coverage inclusive of bodily or personal injury, illness, death, contractual performance, rights to intellectual property, property damage and destruction, or other harms that may arise from or be related to the duties and responsibilities of the Contractor and to the provision of services under this Contract. The coverage must include tort and other claims of harm or loss arising from or related to any error, omission, or other negligent act of the Contractor or the Contractor's officers, employees, agents, representatives, assigns, or subcontractors..

16.1.2 The Contractor must maintain general liability insurance occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 per aggregate per year.

16.1.3 The coverage must be from an insurer with a Best's Rating of no less than A- or through a qualified self-insurer plan, implemented in accordance with Montana law and subject to the approval of the Department.

16.1.4 The coverage must be primary as to the State Of Montana, its officials, employees, agents, and volunteers and must apply separately to each project or location. The State, its officials, employees, agents and volunteers are to be covered and listed as additional insured's for liability arising out of activities performed by or on behalf of the Contractor, inclusive of the insured's general supervision of the Contractor, products and completed operations; and arising in relation to the premises owned, leased, occupied, or used by the Contractor. Any insurance or self-insurance maintained by the State, its officials, employees or volunteers is in excess of the Contractor's insurance and does not contribute with it.

16.2 Automobile Liability Insurance

16.2.1 The Contractor must maintain for the duration of this Contract, at its sole cost and expense, automobile liability insurance coverage inclusive of bodily or personal injury and property damage and destruction. The coverage must include any and all claims as may be arise from or be related to any error, omission, or other negligent act of the Contractor or the Contractors officers, employees, or agents. The coverage must be comprehensive inclusive of all contract related transportation activities performed by officers, employees, subcontractors, and volunteers using Contractor owned or leased vehicles and personal vehicles.

16.2.2 The Contractor must maintain automobile liability insurance coverage, inclusive of bodily injury, personal injury and property damage, with split limits of \$1,000,000 per person of personal injury, \$2,000,000 per accident occurrence of personal injury and \$100,000 per accident occurrence of property damage, or combined single limits of \$1,000,000 per occurrence.

16.2.3 The coverage must be from an insurer with a Best's Rating of no less than A- or through a qualified self-insurer plan, implemented in accordance with Montana law and subject to the approval of the Department.

16.2.4 The State of Montana, its officials, agents, employees, and volunteers, are to be covered and listed as additional insured for liability arising out of activities performed by or on behalf of the Contractor, inclusive of the Contractor's general supervision, or arising in relation to automobiles leased, hired, or borrowed by the Contractor.

16.2.5 The Contractor may not rely upon the personal auto liability coverages of employees, subcontractors, or volunteers in lieu of the coverage requirements set forth in this Section.

16.3 Professional Liability Insurance

16.3.1 The Contractor must maintain for the duration of this Contract, at its sole cost and expense, professional insurance coverage to

cover such claims as may be caused by any error, omission, or other negligent act of the Contractor, as a professional, and any other employed or contractually retained professional staff to whom coverage may be made applicable.

16.3.2 The coverage must be occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year.

16.3.3 If "occurrence" coverage is unavailable or cost prohibitive, the Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of this Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three-year tail for claims that are filed after the cancellation or expiration date of the policy.

16.3.4 The coverage must be from an insurer with a Best's Rating of no less than A- or through a qualified self-insurer plan, implemented in accordance with Montana law and subject to the approval of the Department.

16.4 General Requirements

16.4.1 The liabilities of the State Of Montana, and its officials, employees and agents are governed and limited by the provisions of Title 2, Chapter 9, Montana Code Annotated. The provisions of this Contract, whether express or implied, are governed by and subject to operative limitation and modification so as to conform any liabilities of the State to that authorized in law.

16.4.2 The Contractor must provide the Department prior to performance with a copy of the certificate of insurance showing compliance with the requisite coverage. All insurance required under this Contract must remain in effect for the entire Contract period. The Contractor must notify the Department immediately of any material change in insurance coverage and must provide to the Department copies of any new certificate or of any revisions to the existing certificate issued.

16.4.3 The Department may require the Contractor to provide copies of any insurance policies pertinent to these requirements, any endorsements to those policies, and any subsequent modifications of those policies..

16.4.4 The Contractor, subject to review and approval of the policy by the Department, may obtain comprehensive coverage through an umbrella policy if the coverage amounts and conditions of the umbrella policy conform with the requirements of this Section.

16.4.5 The Contractor's insurance coverage is the primary insurance in respect to the State Of Montana, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the State Of Montana, its officials, employees, agents, and volunteers is in excess of the Contractor's insurance and does not contribute with it.

- 16.4.6 Any deductible or self-insured retention that is to be made applicable to the Contractor's insurance coverage must be declared to and approved by the Department prior to implementation. At the request of the Department, the insurer must:
 - 16.4.6.1 reduce or eliminate such deductibles or self-insured retentions in relation to the state, its officials, employees, and volunteers; or
 - 16.4.6.2 procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.
 - 16.4.7 The Contractor must include all subcontractors as insured under all required insurance policies, or must furnish separate certificates of insurance and endorsements for each subcontractor.
 - 16.4.8 If the aggregate insurance coverage a Contractor has is exceeded by the total of losses for submitted claims, the Contractor must procure additional coverage based upon those increased claims.
 - 16.4.9 The Contractor may only proceed to cancel or fail to renew insurance coverage during the term of this Contract, if the notice is given in writing to the Department's contract liaison thirty (30) days prior to the intended effective date of those changes and the Contractor has obtained written commitment for replacement coverage that is in conformance with the requirements of this section and proof of that replacement coverage is given with the notice to the Department.
- 16.5 Definitions
- 16.5.1 For purposes of this Section the term "Contractor's agents" is inclusive of subcontractors, representatives, assignees, volunteers and any other person, partnership, corporation, or other legal entity performing work or services, or providing materials under this Contract.
 - 16.5.2 For purposes of this Section the term "claim" is inclusive of both actual and alleged claims, demands, and causes of action.

21. Subsection 17.0 amended as follows:

The Contractor must maintain a fidelity bond in the amount of 10 percent of the total monies allocated to the Contractor for the current fiscal year through Appendix B and Individual Cost Plans which indemnifies the Contractor against losses resulting from the fraud or lack of integrity, honesty, or fidelity of one or more employees, officers or other persons who are responsible for Contractor's and consumers' funds or property.

22. Section 18.0 added new sections as follows:

- 18.3 The Contractor and its employees, agents and subcontractors must report, relative to the federal source of the funding for this Contract, either to the Office Of Inspector General for the federal Department Of Health & Human Services, the federal Department Of Education or the federal Department Of Agriculture any credible evidence that a principal, employee, agent, Contractor, subgrantee, subcontractor, or other person has submitted a false claim under the federal False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

- 18.4 The Contractor and its employees, agents and subcontractors must report to the Department or other appropriate state authority any credible evidence that an act in violation of the Montana False Claims Act, at Title 17, chapter,8, part 4, MCA, has been committed.
- 18.5 The Contractor, as a recipient of state Contracted for services, must comply with the Montana prevailing wage requirements in Title 18, chapter 2, part 4, MCA unless the services Contracted for are "human services" or one of the other exclusions from the prevailing wage requirement.
- 18.8 The Contractor must comply with all applicable federal and state laws, executive orders, federal administrative directives, federally approved waivers for program administration, regulations and written policies, including those pertaining to licensing.

23. Delete Section 19.0 and renumber subsequent Sections:

24. Subsection 19.5 to read as follows:

- 19.5 Text Messaging While Driving
 - 19.5.1 A Contractor and its subcontractors are requested to adopt and enforce policies, in accordance with Presidential Executive Order 13513, October 1, 2009, that ban text messaging by owners, officers, employees, agents and subcontractors while driving in contractor or employee owned or leased vehicles for purposes of the work contracted for through this Contract.
 - 19.5.2 Contractors and subcontractors receiving funding through this Contract originating with the Centers For Disease Control And Prevention (CDC) of the federal Department Of Health And Human Services are prohibited from texting while driving a government owned vehicle or when using government furnished electronic equipment while driving ay vehicle.
 - 19.5.3 Texting includes reading from or entering data into any handheld or other electronic device, including SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.
 - 19.5.4 Driving includes operating a motor vehicle on an active roadway with motor running, including while temporarily stationary due to traffic, a traffic light, stop sign or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.
 - 19.5.5The Contractor and its subcontractors are responsible for ensuring that owners, officers, employees, agents and subcontractors are aware of the Contractor's adopted policies and adhere to the requirements and prohibitions of those policies.

25 Section 20 Rewritten as follows:

- 20.1 Discrimination Prohibited Federal and State Authorities

The Contractor, in accordance with federal and state law cited herein and as other wise may be applicable, may not discriminate in any manner against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national

- origin.
- 20.2 Montana Human Rights Act
The Contractor in the performance of this Contract must act in compliance with the applicable anti-discrimination requirements of the Montana Human Rights Act at part 3 of Title 49, chapter 2, MCA
- 20.3 Montana Governmental Code Of Fair Practices
As implemented by this provision, the Contractor is prohibited by the Montana Governmental Code Of Fair Practices at 49-3-205, 49-3-206, and 49-3-207, MCA from discriminating on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin in the performance of this Contract or in the delivery of state services or funding on behalf of the State. The Contractor may not receive funds from the State if the Contractor engages in discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin. As implemented by this provision, the Contractor, in accordance with the Montana Governmental Code Of Fair Practices at 49-3-207, MCA, must for purposes of performance of this Contract hire persons on the basis of merit and qualifications directly related to the requirements of the particular position being filled.
- 20.4 Compliance With Federal And State Authorities
The Contractor must comply with the applicable provisions of:
1. the Montana Human Rights Act (49-2-101, et seq., MCA);
2. the Montana Governmental Code of Fair Practices (49-3-101, et seq., MCA); 3. the federal Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), prohibiting discrimination based on race, color, or national origin;
4. the federal Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), prohibiting discrimination based on age; 5. the Education Amendments of 1972 (20 U.S.C. 1681), prohibiting discrimination based upon gender;
6. Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. 794), prohibiting discrimination based upon disability; 7. the federal Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.), prohibiting discrimination based upon disability; 8. the federal Executive Orders 11246 and 11375 and 41 CFR Part 60, requiring equal employment opportunities in employment practices; and 9. the federal executive Order 13166 requiring facilitation of access for persons with limited English proficiency to federally funded services.
- 20.5 Civil Rights Violations
The Department may undertake any and all actions, inclusive of contractual termination, necessary to remedy any prohibited discriminatory action by the Contractor or to remedy any failure by the Contractor to carry out an affirmative action as required in federal or state law.

26 Section 22.0 rewritten as follows:

22.0 PUBLIC INFORMATION AND DISCLAIMERS

22.1 All statements, press releases, and other documents or media pieces made available to the public describing the services provided with monies received

through this Contract must be reviewed and approved by the Department prior to use, publication or release.

22.2 A Contractor providing consultation or training services to the public or departmental and other staff and professionals must inform audiences and trainees that any opinions expressed by the Contractor do not necessarily represent the positions of the Department.

22.3 The Contractor, in accordance with Section 506 of H.R. 3010, "Departments Of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act, 2006", Pub. L. No. 109-149, and as may be provided by congressional continuing resolutions or further budgetary enactments, must state in all statements, press releases, and other documents or media pieces made available to the public describing the services provided through this Contract and funded in part or in whole with federally appropriated monies received through the programs administered by the federal Departments of Health & Human Services, Education or Labor, the percentage and the monetary amount of the total program or project costs funded with federal monies and the percentage and the monetary amount of the total costs funded with non-governmental monies.

22.4 The Contractor may not expend monies under this Contract for the purchase of any media time for publicity or advertising concerning the Department's services available through this Contract or the Contractor's services and performance under this Contract that financially or textually directly or indirectly supports, opposes, or associates the Department or the services made available through this Contract with any specific political agenda, political party, a candidate for public office, or a matter to be voted upon by the public. Media includes but is not limited to commercial and noncommercial print, verbal and electronic media.

22.5 All public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this Contract prepared and released by the Contractor must include the statement:

"This project is funded in whole or in part under a Contract with the Montana Department of Public Health and Human Services. The statements herein do not necessarily reflect the opinion of the Department."

27. Section 24.0 amended to read as follows:

24.0 **PERFROMANCE ASSESSMENTS ,CORRECTIVE ACTIONS AND PENALTIES**

24.1 The Department may undertake assessments of the Contractor's performance under this Contract. Performance assessments may be conducted, in the discretion of the Department, to any desirable extent and at any time.

24.5.5 imposition of monetary penalties;

24.7 The performance assessments, corrective actions and penalties undertaken under this Contract may be considered by the Department in any future procurement process entered into by the Department wherein the

Contractor is being considered for selection to perform the services to be obtained under that future procurement.

28 Section 25.0 amended to read as follows:

The Contractor may request from the Department guidance in administrative and programmatic matters that are necessary to the Contractor's performance by submitting a written request to the Department's Contract Liaison. The Department may provide such guidance as it determines is appropriate. Guidance may include providing copies of regulations, statutes, standards and policies that are to be complied with under this Contract. The Department may supply essential interpretations of such materials and this Contract to assist with contract compliance by the Contractor. The Contractor is not relieved by a request for guidance of any obligation to meet the requirements of this Contract. Legal services will not be provided by the Department to the Contractor in any matters relating to the Contractor's performance under this Contract.

29 Section 26.0 Access to Premises was moved to 10.4. Delete Section 26.0

30 Add new Section 26.0 FORCE MAJEURE to read as follows:

26.0 FORCE MAJEURE

If the Contractor or State is delayed, hindered, or prevented from performing any act required under this Contract by reason of delay beyond the reasonable control of the asserting party including, but not limited to, theft, fire, Act of God or public enemy, severe and unusual weather conditions, injunction, riot, strikes, lockouts, insurrection, war, or court order, then performance of the act shall be excused for the period of the delay. In that event, the period for the performance of the act shall be extended for a period equivalent to the period of the delay. Matters of the Contractor's finances shall not be considered a force majeure.

31 Section 28.0 rewritten to read as follows:

28.0 CONTRACTUAL DISPUTE RESOLUTION PROCESS FOR HUMAN SERVICES CONTRACTS

28.1 This Contract dispute resolution process implements the state law requirement in 2-15-2230, MCA that contracts entered into for the provision of human services contain a dispute resolution process clause providing recourse to a provider for disagreement about the terms of this Contract.

28.1.1 This dispute resolution process may not be invoked for purposes of resolving an issue that concerns conformance by the Contractor with federal law and policy requirements that govern the expenditure of Medicaid monies or the delivery of services funded with Medicaid monies. Medicaid issues must be appealed through the fair hearing due process appeal process provided for at ARM 37.5.311 that is expressly applicable to persons and organizations that provide services funded with Medicaid monies.

28.1.2 This dispute resolution process is not applicable to the contest of any matters arising as an obligation upon the Department or the Contractor

- under legal authority, inclusive of federal or state law, regulation or rule, that supersedes or governs over the contractual term that is at issue.
- 28.2 The Contractor, except as otherwise provided in 28.1, may appeal any issue concerning performance or consideration under the terms of this Contract by following these procedures
- 28.2.1 The dispute resolution process is initiated by the Contractor submitting the dispute in writing to the Contract Liaison for the Department. The Department's Contract Liaison will provide a written response to the Contractor within 10 working days.
- 28.2.2 If the Department's Contract Liaison fails to issue a written response within 10 working days, or the Contractor disagrees with the a written response, the Contractor may request a dispute resolution review within 10 working days of either receiving the written response or 10 working days from the date it was due, whichever comes first.
- 28.2.3 A dispute resolution review will be conducted within 15 working days of receiving the request for the review. An extension of 15 additional work days may be granted at the request of either the Department's Contract Liaison or the Contractor.
- 28.2.4 A dispute resolution review will be conducted by the Division Administrator or designee. Consideration will be given to substantiating documents and information which the Contractor and Department's Contract Liaison wish the Department to consider. The review will include an informal hearing, conducted in person or telephonically, that provides the opportunity for the Department's Contract Liaison and the Contractor to present information and positions as to the matters at issue.
- 28.2.5 A written decision with findings from the review will be issued within 30 days of the hearing.

32. Section 29.1 rewritten to read as follows:

- 29.1 Suzn Gehring, 406.655.7602 /fax 406.652.1895, sgehring@state.mt.gov, is the liaison for the Department. Kathy Barr, 406.657.3030/fax 406.657.8419, Barrk@ci.billings.mt.us is the liaison for the Contractor. These persons serve as the primary contacts between the parties regarding the performance of this Contract. The State's Contract Liaison and Contractor's liaison may be changed by written notice to the other party.

33. Section 30 amended to read as follows:

30.0 REGISTRATION OF OUT OF STATE ENTITIES

A business that is incorporated in a state other than Montana or in a foreign country and that is conducting business in Montana may be required by 35-1-1026 and 35-8-1001, MCA, to register with the Montana Secretary Of State Office. Further information concerning these requirements may be obtained through the Business Services Division of the Montana Secretary Of State's Office at <http://sos.mt.gov/BSB/index.asp> or by calling 406.444.3665.

A business required to register may not enter into or continue to perform under this Contract unless providing the Department with proof of a current certificate of authority to conduct business.

34. Section 31.0 rewritten as follows:

31.0 TECHNOLOGY ACCESS FOR PERSONS WHO ARE BLIND OR VISUALLY IMPAIRED

As required by 18-5-603, MCA, information technology equipment and purchased with monies derived from this Contract must provide persons who are blind or visually impaired, inclusive of Contractor employees and agents, program participants, and members of the public, with access, inclusive of interactive use of the equipment and services, that is equivalent to that provided to persons who are not blind or visually impaired.

The requirements of this provision are not applicable to the expenditure of monies derived through a standardized rate reimbursement system.

35. Section 32.0 rewritten as follows:

32.0 TOBACCO-FREE WORKPLACE AND OTHER RESTRICTIONS

- 32.1 The Contractor must adopt and implement a tobacco-free workplace policy. The Contractor must provide the Department with a copy of the policy along with an assurance of compliance with the policy.
- 32.2 The Contractor and its subcontractors during the term of this Contract may not: 1) perform any work involving the production, processing, distribution, promotion, sale, or use of tobacco products or the promotion of tobacco companies; or 2) accept revenues from a tobacco producing, processing or marketing entity or its subsidiaries if the acceptance of the revenues would result in the appearance that tobacco use is desirable or acceptable or in the appearance that the Contractor endorses a tobacco product or the gifting tobacco related entity.

36. Sections 34.1, 34.2 & 34.7 have been rewritten as follows:

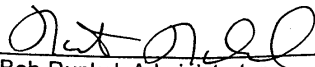
- 34.1 This is the entire Contract between the parties. This Contract consists of numbered pages 1 through 36, Contractor's Budget, expressly referenced as Attachment A; the Contracting Guidelines, expressly referenced as Attachment B; Certification of Compliance w/Certain Requirements for DPHHS, expressly referenced as Attachment C; HIPPA Guidelines, expressly referenced as Attachment 1-H; and Definitions Of Terms, expressly referenced as Appendix A; Capacity and Expenditure Authorizations expressly referenced as Appendix B and Case Management Services, expressly referenced as Appendix C.
- 34.2 No statements, promises, or inducements made by either party or their agents are valid or binding if not contained in this Contract and the materials expressly referenced in this Contract as governing the contractual relationship.
- 34.7 If any provision of this Contract is determined by a court of law to be per se or as applied legally invalid, all other provisions of this Contract remain

in effect and are valid and binding on the parties.

The term of this Contract for the purpose of delivery of services is from July 1, 2007 through June 30, 2011, unless terminated otherwise in accordance with the provisions of this Contract.

This set of amendments shall take effect on July 1, 2010 and shall continue in effect through June 30, 2011.

No alterations can be made to this Contract Amendment. Any alterations will make this document null and void.


Bob Runkel, Administrator
Disabilities Services Division

6/30/10
Date

Tom Hanel, Mayor
MET Transit

Date

8-2300

APPENDIX I
ANNUAL CONTRACTOR REQUIREMENTS

Corporation Name: MET TRANSIT

APPENDIX I

This Annual Contractor Requirements Appendix contains performances and requirements that are particular for this Contractor. Items in this appendix may include those referenced in the rules to be included in the contract, previously negotiated items, and items which address current concerns or incorporate future planning of the Contractor or Department. These items may be based on an assessment of need. They may include training requests, corporation management objectives, contract compliance concerns, fiscal concerns or services the Department is agreeing to provide to the Contractor.

The parties agree that the following terms and conditions must be complied with in addition to the other provisions of the contract.

General Requirements

A. FINANCIAL INFORMATION

1. Working Capital Reserve Balance

The balance in the Working Capital Reserve Account for:

The amount of funds in the working capital reserve account is:
\$ 0.00 for ending FY .

This reserve was accumulated as a condition of the Contractor's participation in the declining advance payment system for fiscal year 1988 and succeeding fiscal years. The working capital reserve will be permanently maintained until the contractual relationship with the Department is ended either through termination of contract or failure of either party to renew the contract. At the time of termination or non-renewal of the contract, all funds either deposited in or owing to the Working Capital Reserve account will be returned to the Department.

2. SSI Subsidy Assistance - Community Home Services - NA

The following requirements are a condition for the receipt of SSI subsidy assistance provided by Department.

Each year the Contractor shall receive state general funds in the sums specified in this chart for the purpose of providing additional monies to apply to the mortgage expenses for the residential settings maintained by the Contractor for consumers of state funded developmental disabilities services. This funding is in addition to that received through Federal SSI & State Supplemental payments made on behalf of residents. The state general fund subsidy assistance is to be expended as follows:

<u>Name of Home</u>	<u>Dollar Amount</u>
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____

These funds are designated for debt service only on the above-mentioned home(s).

The Department may review this information to finalize the funding amount for the upcoming year. This review may result in a reduction of the Contractor's request.

3. SSI Subsidy Assistance - Supported Living Services NA

Each year the Contractor shall receive general funds in the sums specified in this chart for the purpose of supplementing Federal SSI and State supplemental income in meeting housing expenses for:

Initials and AWACS ID# of Individual Dollar Amount

1. _____	\$ _____
2. _____	\$ _____

3. _____ \$
4. _____ \$
5. _____ \$
6. _____ \$

The Department may review this information to finalize the funding amount for the upcoming year. This review may result in a reduction of the Contractor's request.

B. GROUP LIVING / WORK SERVICES DETAIL DESCRIPTIONS

1. Adult or Children's Community Home(s) NA

Community Home or Assisted Living Detail Information

Please provide the name of each community home include the complete address, county, the type of residential service setting: children's community home, adult community medical home, or adult community home; and the number of residents the home is licensed to serve.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

2. Congregate Living Services NA

Please list the congregate supported living sites owned, leased or rented by the corporation. Provide the name of the site, the complete address, county and the number of residents that can be served at each site.

1. _____
2. _____
3. _____
4. _____

3. Adult Work or Day Services NA

a. Work Or Day Detail Information

1. Please provide the name of each service site or program include the complete address, county.*

* Service sites can be defined minimally by different geographical locations, or by different physical settings within one building or groupings of individuals served. These definitions should be agreed upon between the Contractor and DDP.

C. CHILDREN SERVICES DETAIL DESCRIPTIONS

1. Family Education & Support Services (FES) NA

- a. Family Education and Support Services, starting in FY 2011, will be listed under only one service detail in Appendix B. This flexibility in service delivery necessitates a reporting requirement

for the Contractor to document specific services delivered and submit electronic (Microsoft excel format) copies of this data to the State for each invoicing period. The format and details to be reported are displayed in Attachment D.

- b. The ratio of family support specialist to individuals served by source of funding is:
 - i. for General fund/Part C services - not to exceed 1:17
 - ii. for Title XIX funded services – not to exceed 1:17
- c. All respite employees need to be employees of the agency for FES Respite
- d. Children who anticipate needs for DD services after age 18 need to be put on the waitlist for services.
- e. Before entering FES services, people age eight or older must be determined DD eligible via the DD determinations guidelines (the Bill Cook eligibility protocol).
- f.

E. TRANSPORTATION SERVICES

Mark the following which the Contractor is qualified to provide.

- ☐ Mileage Reimbursement
- ☒ Commute
- ☒ Wheelchair Commute
- ☐ Work/Day Integration
- ☐ Wheelchair Work/Day Integration
- ☐ Residential Integration
- ☐ Wheelchair Residential Integration

F. SPECIAL CIRCUMSTANCES FOR CONTRACT

Include here items which are unique to this contractor such as other contract-related information that must be tracked from one contract period to another.

1. All services and service dollars are portable.
2. Any Contractor that is recipient of resources through Montana's Capital Assistance 5310 Program, the Contractor will be expected to serve on the local Transportation Advisory Committee (TAC) to promote the coordination and development of transportation systems. The purpose of this is to enhance coordination of federal assisted programs and services in order to encourage the most efficient use of federal and state resources and to achieve the national goal of improved mobility for elderly persons and persons with disabilities.

G. ITEMS NEGOTIATED IN PREVIOUS CONTRACT PERIOD(S)

The items or language which were negotiated in the previous contract period which you think should be continued during this contract period are:

1. Transportation services provided will specifically be curb to curb at all group homes and day training or work sites, e.g. COR, BTI, BAP.
2. Contractor will maintain a written ride log documenting each ride provided to clients.

H. ITEMS NEGOTIATED FOR CURRENT CONTRACT PERIOD

The items or language which you are recommending be negotiated for this contract period are:

HOLIDAYS FY 11

Labor Day	Monday, September 6
Thanksgiving Day	Thursday, November 25
Christmas Day	Saturday, December 25
New Year's Day	Saturday, January 1
Memorial Day	Monday, May 30

ATTACHMENT _1-H__

**SOURCES OF INFORMATION
ON THE PRIVACY, TRANSACTIONS AND SECURITY REQUIREMENTS
PERTAINING TO HEALTH CARE INFORMATION OF THE FEDERAL HEALTH
INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) AND THE
FEDERAL HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND
CLINICAL HEALTH ACT (HITECH), ENACTED AS PART OF THE AMERICAN
RECOVERY AND REINVESTMENT ACT OF 2009**

The following are sources of information concerning the applicability of and implementation of the privacy, transactions and security requirements of HIPAA and HITECH. The Department Of Public Health & Human Services requires that contractors generating, maintaining, and using health care information in relation to recipients of State administered and funded services be compliant with the requirements of HIPAA and HITECH as applicable under the federal laws and the status of the Department as a health care plan.

There can be difficulty in interpreting the applicability of the HIPAA and HITECH requirements to an entity and various circumstances. It is advisable to retain knowledgeable experts to advise concerning determinations of applicability and appropriate compliance.

Websites specified here may be changed without notice by those parties maintaining them.

FEDERAL RESOURCES

The following are official federal resources in relation to HIPAA and HITECH requirements. These are public sites. Implementation of the additional requirements under HITECH, due to the more recent date of enactment, is occurring on an ongoing basis.

- 1) U.S. Department Of Health & Human Services / Office Of Civil Rights

www.hhs.gov/ocr/hipaa

The federal Department Of Health & Human Services / Office Of Civil Rights (OCR) provides information pertaining to privacy and security requirements under HIPAA and HITECH including the adopted regulations and various official interpretative materials. This site includes an inquiry service. OCR is responsible for the implementation of the privacy and security aspects of HIPAA/HITECH and serves as both the official interpreter for and enforcer of the privacy requirements.

2) U.S. Department Of Health & Human Services / Centers For Disease Control & Prevention

<http://www.cdc.gov/od/science/regs/privacy/index.htm#>

The federal Department Of Health & Human Services / Centers For Disease Control & Prevention (CDC) provides information pertaining to the application of privacy requirements under HIPAA to public health activities and programs.

STATE RESOURCES

The Department Website For Medicaid Provider Information provides general information for providers of services on compliance with various state and federal requirements.

www.mtmedicaid.org

Further information concerning HIPAA/HITECH compliance in the delivery of services funded through the Department's various programs can be reviewed at the Department Website for DPHHS HIPAA Policies.

<http://www.dphhs.mt.gov/hipaa/policies/index.shtml>

Certain departmental programs may have more detailed guidance available in relation to particular programs of services. Inquiries may be directed at a program to determine if further information is available.

PROVIDER ASSOCIATIONS

Many national and state provider associations have developed extensive resources for their memberships concerning HIPAA/HITECH requirements. Those are important resources in making determinations as to the applicability and implementation of HIPAA/HITECH.

CONSULTANT RESOURCES

There are innumerable consulting resources available nationally. The Department does not make recommendations or referrals as to such resources. It is advisable to pursue references before retaining any consulting resource. Some consulting resources may be inappropriate for certain types of entities and circumstances.

Regular City Council Meeting

Date: 08/23/2010

TITLE: Intercreditor Loan Agreement Term Extension and Amendment

PRESENTED BY: Bruce McCandless, Asst. City Administrator

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

During the 1980s and 1990s, the City of Billings operated a revolving loan fund for downtown building and business improvements. By 2000, the \$1.6 million fund was nearly depleted and the City could not originate new loans. In October 2000, the City of Billings and five banks with downtown offices executed an Inter-Creditor Agreement. That agreement extended up to \$1.6 million in bank loan funds to improve downtown businesses and properties. The amount was later expanded to \$3.2 million. The original agreement had a five year term and at the end of that time, the banks and City extended the agreement for five more years. Staff and the Revolving Loan Committee request that the City Council extend the term of the Inter-Creditor Agreement for five more years to October 2, 2015, and to add Stockman Bank as a new bank participant.

ALTERNATIVES ANALYZED

The City Council may

- Approve the amended and extended Inter-Creditor Agreement and allow the Revolving Loan Fund to continue operating for five additional years and with participation by Stockman Bank, or
- Disapprove the Inter-Creditor Agreement amendment and term extension. The City would make no more loans for downtown property improvements. The City would be obligated to continue collecting loan payments from downtown owners and to repay each bank that has an outstanding commitment to the loan fund.

FINANCIAL IMPACT

The Inter-Creditor Agreement obligates the City to repay loans that are committed by the banks. The primary source of security for the bank loans is the City's portion of the Fund and secondarily, the security provided by the end borrowers. Security is usually in the form of second mortgages and personal guarantees. There are 26 outstanding loans with \$3.32 million in loans receivable. Only one borrower is delinquent, totaling about \$280,000.

RECOMMENDATION

Staff and the Revolving Loan Committee recommend that the City Council approve the amendment to the Inter-Creditor Agreement that adds Stockman Bank as a participant and extends the term for five years.

APPROVED BY CITY ADMINISTRATOR

Attachments

Inter-Creditor Agreement amendment 8-23-10

- DRAFT -

**AGREEMENT TO EXTEND TERM OF AND AMEND PARTS OF
THE INTER-CREDITOR AGREEMENT**

WHEREAS, on the 2nd day of October, 2000, the parties entered into an Inter-Creditor Agreement (hereinafter "Agreement"), which provided, *inter alia*, that the Commitments of all Banks which were a part to the Agreement would automatically terminate, if not previously terminated, on the fifth anniversary of the Agreement, and

WHEREAS, on the 22nd day of August, 2005, the parties agreed to extend the term of the Agreement for an additional five (5) year term and that Agreement would automatically terminate, if not previously terminated, on the fifth anniversary of the extended Agreement, and

WHEREAS, all of the parties have found their participation in the Agreement to be mutually beneficial and of great benefit to the economic development of the City of Billings, and that the operation of this program has stimulated redevelopment of the downtown business district in particular and has assisted in maintaining interest in investment in the greater Billings area in general; and

WHEREAS, all of the parties have agreed to include Stockman Bank as a party to this agreement and, as such, amend Exhibit A to include Stockman Bank and revise the COMMITMENTS OF THE BANKS, and

WHEREAS, Stockman Bank has agreed to become a participating bank in the loan program by submitting a check payable to the City of Billings Revolving Loan Account in the amount of \$_____ based upon its pro rata share of the current loans in force, as defined in Exhibit B (attached), and the banks currently participating have consented to Stockman Bank's participation in the loan program, and

WHEREAS, the City agrees to re-distribute the Stockman Bank payment into the fund to the banks already committed to the fund as of the date of this agreement in order to make the aggregate loan balances in accordance with the new Exhibit A, and the banks already committed to the fund have consented to, and do hereby consent to the distribution of these funds as reflected on Exhibit A, and

WHEREAS, the parties wish to amend the Agreement to reflect certain changes that have developed over time, and

WHEREAS, the parties desire and intend hereby to extend the term of the Agreement for an additional five (5) year term:

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties hereto, the aforesaid Agreement is hereby renewed and extended for an additional five (5) year term through Friday, the 2nd day of October, 2015, the Commitments of all Banks hereunder shall automatically terminate, if not previously terminated, on the 2nd day of October, 2015 and

the Banks shall have no obligation to fund Loans after such termination date. In all other respects the Agreement, as previously amended and as amended by this instrument is hereby reaffirmed by the parties hereto.

1. Amendments to Agreement:

a. Amend the 1st paragraph of the 2, October, 2000, agreement to:

THIS INTER-CREDITOR AGREEMENT (this "Agreement") is made to renew and extend the term of the Agreement first made as of the second day of October, 2000, and is so renewed and extended by and among Yellowstone Bank, Western Security Bank, First Interstate Bank, Wells Fargo Bank Montana, N.A., U. S. Bank National Association MT, and Stockman Bank (together, the "Banks") and the City of Billings, Montana, a municipal corporation (the "Borrower" or "City").

b. Amend RECITALS: Section A. to:

The Borrower has applied to the Banks for lines of credit now in an aggregate principal amount of THREE MILLION TWO HUNDRED THOUSAND Dollars (\$3,200,000.00) (the "Aggregate Commitment, " hereinafter defined) which the Borrower will use to augment loans it makes to Downtown Billings businesses.

c. Amend Section 1. DEFINITIONS "Downtown Billings" means the Tax Increment District established by Ordinance No. 12107 of the City dated January 5, 1976, and as amended from time to time.

d. Amend Section 2.6. Borrower's Loan Committee.

(a) The Borrower shall establish a loan committee that shall consist of four members, with representatives from the City, the participating Banks, the Downtown Billings Partnership, Inc., and the Downtown Billings Property Owners Association, Inc. (the "Loan Committee").

e. Amend EXHIBIT A to:

<u>COMMITMENTS OF THE BANKS</u>		
<u>BANK</u>	<u>Current</u>	<u>New</u>
Yellowstone Bank	3.4%	3.4%
Western Security Bank	24.4%	19.3%
First Interstate Bank	24.1%	19.3%
Wells Fargo Bank	24.1%	19.3%
U. S. Bank	24.1%	19.3%

Stockman Bank	0%	19.3%	
Aggregate Commitment	100%	100%	\$3,200,000

Exhibit B:

Stockman Bank Payment to the City of Billings and corresponding distribution of payment to other banks.

Bank	Balance as of __/__/2010 (signing date)	Old % Share	New% Share	Stockman Payment/ Distribution	New Balance
Yellowstone	\$_____	3.4%	3.4%	(\$_____)	\$_____
WSB	\$_____	24.4%	19.3%	(\$_____)	\$_____
FIB	\$_____	24.1%	19.3%	(\$_____)	\$_____
Wells Fargo	\$_____	24.1%	19.3%	(\$_____)	\$_____
US Bank	\$_____	24.1%	19.3%	(\$_____)	\$_____
Stockman	\$_____	0%	19.3%	\$_____	\$_____
	\$_____	100%	100%		\$_____

EXAMPLE – IF AGREEMENT HAD BEEN SIGNED ON 3-31-10

Exhibit B:

Stockman Bank Payment to the City of Billings and corresponding distribution of payment to other banks.

Bank	Balance as of 3/31/2010 (EXAMPLE)	Old % Share	New% Share	Stockman Payment/ Distribution	New Balance
Yellowstone	\$ 35,728.21	3.4%	3.40%	(\$2,141.84)	\$ 33,586.37
WSB	\$ 239,373.02	24.3%	19.32%	(\$48,523.41)	\$190,849.61
FIB	\$ 237,767.46	24.1%	19.32%	(\$46,917.85)	\$190,849.61
Wells Fargo	\$ 237,376.87	24.1%	19.32%	(\$46,427.26)	\$190,849.61
US Bank	\$ 237,588.84	24.1%	19.32%	(\$46,739.23)	\$190,849.61
Stockman	\$-0-	0%	19.32%	\$190,849.61	\$190,849.61
	\$ 987,834.40	100%	100%		\$987,834.42

All of the other terms and conditions of the aforesaid Agreement first made on the second day of October, 2000, as amended on the 19th day of November, 2003, and the _____ day of October, 2007, and as renewed on the ____ day of _____, 2005 are specifically reaffirmed by the parties hereto and shall remain in full force and effect as if set forth hereinbelow in their entirety.

IN WITNESS WHEREOF, the Borrower and the Banks have caused this Agreement to be duly executed and sealed by their duly authorized officers, all as of this ____ day of _____, 2010.

The City of Billings

Attest:

By: Cari Martin, City Clerk
P.O. Box 1178
Billings, MT 59103

By: Thomas W. Hanel, Mayor
P.O. Box 1178
Billings, MT 59103

(SEAL)

Banks

Yellowstone Bank

By: _____ (Signature)
Name: _____ (Printed)
Title: _____
Address _____

Stockman Bank

By: _____ (Signature)
Name: _____ (Printed)
Title: _____
Address _____

Western Security Bank

By: _____(Signature)

Name: _____(Printed)

Title: _____

Address _____

First Interstate Bank

By: _____(Signature)

Name: _____(Printed)

Title: _____

Address _____

Wells Fargo Bank National Association.

By: _____(Signature)

Name: _____(Printed)

Title: _____

Address _____

U.S. Bank N.A.

By: _____(Signature)

Name: _____(Printed)

Title: _____

Address _____

Regular City Council Meeting

Date: 08/23/2010

TITLE: Holy Rosary Church Street Closure

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

Holy Rosary Church requests a street closure on Custer Avenue for a fundraiser to help pay for an elevator in the church. The events will be in the parking lot and in the street, and they desire to close off the section of Custer Avenue between 5th and 6th Streets West on Sunday, September 12th, from 6:00 a.m. until 6:00 p.m.

Recommended conditions of approval include Holy Rosary Church to:

1. Contact area residents affected by the closure and make them aware of the event
2. Clean the area to be used and provide and empty waste cans
3. Provide and install adequate traffic barricades and signs directing motorists around the closure
4. Provide certificate of insurance naming City of Billings as additional insured
5. Provide an unobstructed 10' wide lane in the section of closed street for emergency vehicle access

ALTERNATIVES ANALYZED

The Council may:

- Approve request to close street for the event; or
- Deny the street closure

FINANCIAL IMPACT

There are no costs to the City of Billings other than administrative time to process permit. Cleanup and traffic control are to be paid for by Holy Rosary Church.

RECOMMENDATION

Staff recommends that Council approve the closure named above for the Holy Rosary Church Fundraiser.

APPROVED BY CITY ADMINISTRATOR

Attachments

Holy Rosary Street Closure



City of Billings
RIGHT-OF-WAY ACTIVITY
PERMIT

Please check the type of activity you are applying for:

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

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

PERSON MAKING APPLICATION Celest Kessler, Accountant

ORGANIZATION MAKING APPLICATION Holy Rosary Church

PHONE 406-259-7611

ADDRESS 521 Custer Ave Billings MT 59101

EMAIL ADDRESS CKessler@billingscatholiccluster.org

APPROXIMATE TIME EVENT WILL:

Assemble 6 AM Start 10 AM Disband 6 pm

DATE OF EVENT 9-12-2010

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

Church fundraiser to pay on remaining obligation due on installation of new elevator in church. The days events include a "cow plap" in the church private parking lot. Games, food, and entertainment in the proposed street closure area.

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

NA

BLOCK PARTY STREET LOCATION (IF APPLICABLE):

Custer Avenue between 5th street West and 6th street West

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

All clean up will be performed and completed by church event workers/volunteers.

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

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

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

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

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

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

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

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

APPLICANT SIGNATURE Celest Kessler DATE 7-27-2016

APPLICATION APPROVED _____ DATE _____

APPLICATION DENIED _____ DATE _____

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

FOR CITY USE ONLY

FEE: _____

APPLICANT NOTIFIED BY: _____

DATE: _____

COPIES TO:

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



Get involved,
it's great fun!
Call now! 259-7611

Save the Date!!!
Sunday
September 12th

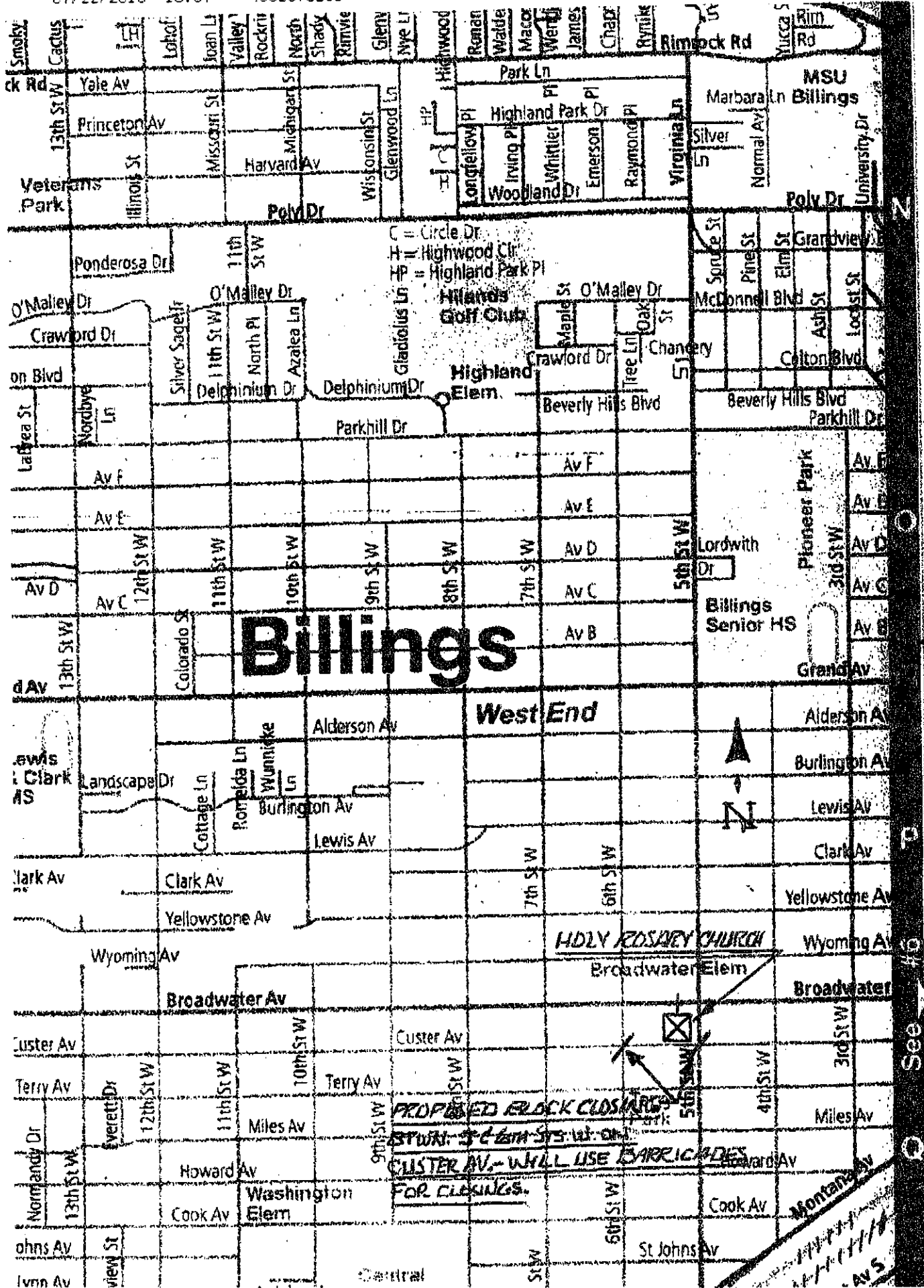
10:30 to 4:00

TICKETS ON SALE NOW!!

Yep folks! We are back and better than ever!!
Our biggest and favorite fund raiser of the year! We are
gearting up for big fun! More food! More crafts! More
entertainment! More games and kids stuff and of course
more cow plops that bring you big bucks!

THE GENERAL STORE

Please donate: Items of value (vintage or new)
Canned goods, fresh produce from your garden,
fresh cut flowers, home made items, arts and
crafts, gift certificates to your business! Any-
thing that can be sold!



Certificate of Coverage

Date: 7/28/2010

Certificate Holder
The Roman Catholic Bishop of Great Falls
A Corporation Sole, Chancery Office
P O Box 1399
Great Falls, MT 59403

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Covered Location
Holy Rosary Church
521 Custer Avenue
Billings, MT 59102

Company Affording Coverage
THE CATHOLIC MUTUAL RELIEF
SOCIETY OF AMERICA
10843 OLD MILL RD
OMAHA, NE 68154

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
	Property				Real & Personal Property	
	General Liability				General Aggregate	
	☒ Occurrence	8560	7/1/2010	7/1/2011	Products-Comp/OP Agg	
	☐ Claims Made				Personal & Adv Injury	
					Each Occurrence	1,500,000
					Fire Damage (Any one fire)	
					Med Exp (Any one person)	
	Excess Liability				Each Occurrence	
	Other				Each Occurrence	

Description of Operations/Locations/Vehicles/Special Items

Coverage only extends for claims arising out of Holy Rosary Church holding their Barnyard Bingo and Street Fair on September 12, 2010, from 6:00 AM to 6:00 PM. Closure of the 500 block of Custer Avenue.

Holder of Certificate

Cancellation

Additional Protected Person(s)
City of Billings

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative

Joseph T. Sweniger

0069000291

ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement 9/12/2010 Charge _____ Credit _____

Cancellation Date of Endorsement 9/13/2010

Certificate Holder **The Roman Catholic Bishop of Great Falls**
A Corporation Sole, Chancery Office
P O Box 1399
Great Falls, MT 59403

Certificate No. 8560 of The Catholic Mutual Relief Society is amended as follows:

SECTION II - ADDITIONAL PROTECTED PERSON(S)

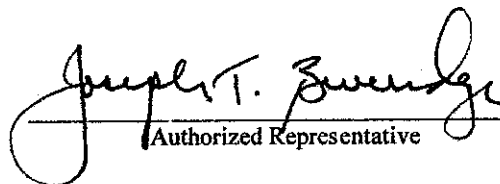
It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability, Coverage F - Medical Payments to Others and Coverage H - Counseling Errors and Omissions) is amended to include as an Additional Protected Person(s) members of the organizations shown in the schedule, but only with respect to their liability for the Protected Person(s) activities or activities they perform on behalf of the Protected Person(s).

It is further understood and agreed that coverage extended under this endorsement is limited to and applies only with respect to liability assumed by contract or agreement; and this extension of coverage shall not enlarge the scope of coverage provided under this certificate or increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the Additional Protected Person(s) will not precede the effective date of this certificate of coverage endorsement or extend beyond the cancellation date.

Schedule - ADDITIONAL PROTECTED PERSON(S)

City of Billings

Remarks: Coverage only extends for claims arising out of Holy Rosary Church holding their Barnyard Bingo and Street Fair on September 12, 2010, from 6:00 AM to 6:00 PM. Closure of the 500 block of Custer Avenue.


Authorized Representative

Regular City Council Meeting

Date: 08/23/2010

TITLE: Approval of Donations for Incident Command Training Center

PRESENTED BY: Paul Dextras

Department: Fire

Information

PROBLEM/ISSUE STATEMENT

This project will construct an Incident Command System (ICS) Training Center. The project is primarily funded by donations from public and private agencies who will all benefit from access to this training facility. The ICS Training Center will be housed in Billings Fire Station One. The space for the center has been identified and is ready to accept equipment as it is purchased and received.

Agencies who have contributed to this center are Lockwood Fire Department, Yellowstone County Rural Fire Council, Yellowstone County DES, Riverstone Health, Conoco Refinery, Exxon Refinery, and Billings Fire Department. Funding resources and details are provided in Attachment A to this document.

This state-of-the-art facility will provide firefighters and other emergency responders training in communication and decision based procedures in a computer based, virtual and dynamic environment. The Center will provide training in communications procedures, incident size up, strategy and tactics, personnel accountability, mayday, evacuation, command decision making; and many more areas while involving multiple users and a constantly changing environment.

Perhaps the greatest value will be realized from cross training with surrounding agencies, such as rural fire departments and refineries, with whom the Billings Fire Department responds in mutual aid assistance. Strengthening working relationships between various agencies will be a natural and welcome result of these training sessions.

The center will utilize "FLAME-SIM" software program, which provides emergency scenarios and allows trainees to eliminate mistakes while enhancing safety by reinforcing departmental procedures through a process of repetition and evaluation. The program generates after action reports, accurately detailing the actions of each participant to help evaluate the evolution of the actions taken during the incident and to assist training officers in focusing on areas of improvement. After action reports provide a full breakdown of every command issued, and detailed information about the participant's response including: action taken, reaction time and result for every simulation.

Due to the fact that each user is involved in the training session, post incident critiques become very involved and specific to the actions of each user involved in the training session.

This program will prove to be highly effective and beneficial to enhancing necessary incident command skills and strengthening working relationships between all agencies involved in mitigation of regional emergency incidents.

ALTERNATIVES ANALYZED

Council may:

- Approve the acceptance of the donations; or
- Not approve the acceptance of the donations.

FINANCIAL IMPACT

Financial impact to the City of Billings is negligible as this program is funded primarily by donations from outside private and public agencies.

RECOMMENDATION

Staff recommends that the City Council accept the identified donations from public and private entities for the Incident Command System Training Center.

APPROVED BY CITY ADMINISTRATOR

Attachments

Attachment A. Funding Resources

Funding Sources	Pending Council Approval	Already Approved	Subtotal	Summary of Actions
Conoco Refinery		\$4,000.00		Donation was approved at 6-14-10 Council Meeting.
Billings Fire Dept.		\$8,000.00		No approval needed for this portion.
Approved			\$12,000.00	
Exxon Refinery	\$4,000.00			Awaiting Council Approval of Donation
Lockwood Fire Dept.	\$3,000.00			Awaiting Council Approval of Donation
Yellowstone County Rural Fire Council	\$4,000.00			Awaiting Council Approval of Donation
Yellowstone County DES	\$4,000.00			Awaiting Council Approval of Donation
Riverstone Health, Director of	\$4,000.00			
Emergency Services				Awaiting Council Approval of Donation
Awaiting Council Approval	\$19,000.00		19,000.00	
Total Project Cost			31,000.00	

Regular City Council Meeting

Date: 08/23/2010

TITLE: Fixing the Form and Detail of the 2010 Refunding General Obligation Bonds

PRESENTED BY: Patrick M. Weber

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

On July 12, 2010 the Council authorized refunding the Series 2000 General Obligation bonds. The bonds were issued in 2000 for the purpose of refurbishing and rehabilitating playgrounds and courts in existing parks and for building bike/pedestrian trails. Refunding the bonds at this time will save substantial interest costs but will not extend the term. The attached resolution prescribes the terms and conditions for the issuance of the 2010 Refunding General Obligation Bonds.

ALTERNATIVES ANALYZED

The Council may:

- Approve the resolution: or
- Not approve the resolution

FINANCIAL IMPACT

The present value debt service savings of \$223,487 was achieved by refunding the bonds. This savings will allow the City to reduce the levy assessed to the tax payers for the General Obligation bonds.

RECOMMENDATION

It is recommended that the City Council approve the attached resolution.

APPROVED BY CITY ADMINISTRATOR

Attachments

Bond resolution

Escrow Agreement

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of a Resolution entitled: "RESOLUTION RELATING TO \$1,080,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2010; FIXING THE FORM AND DETAILS, MAKING COVENANTS WITH RESPECT THERETO, AUTHORIZING THE EXECUTION AND DELIVERY AND LEVYING TAXES FOR THE PAYMENT THEREOF" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a regular meeting on August 23, 2010, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

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

WITNESS my hand officially this ____ day of _____, 2010.

City Clerk

(SEAL)

RESOLUTION NO. _____

RESOLUTION RELATING TO \$1,080,000 GENERAL
OBLIGATION REFUNDING BONDS, SERIES 2010; FIXING
THE FORM AND DETAILS, MAKING COVENANTS WITH
RESPECT THERETO, AUTHORIZING THE EXECUTION
AND DELIVERY AND LEVYING TAXES FOR THE
PAYMENT THEREOF

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

Section 1. Recitals, Authorization and Sale.

1.01 At an election duly called and held on November 2, 1999, the electors of the City authorized the issuance and sale of general obligation bonds in the aggregate principal amount of \$1,700,000. Pursuant to such authorization, this Council issued and sold general obligation bonds of the City denominated General Obligation Bonds, Series 2000, in the original aggregate principal amount of \$1,700,000 (the “Series 2000 Bonds”). The Series 2000 Bonds with stated maturities in 2011 and thereafter and outstanding in the aggregate principal amount of \$1,105,000 (the “Refunded Bonds”) will be refunded in one series of bonds to be issued by the City.

1.02 The Refunded Bonds mature on July 1 in the years 2011 through 2020, and bear interest at the rates ranging from 5.25% to 5.75% per annum.

1.03 On July 12, 2010, the City authorized and provided for the issuance and sale of \$1,110,000 general obligation refunding bonds (the “Series 2010 Bonds”), as such total dollar amount may be adjusted as provided in the resolution, for the purpose of reducing the interest cost on the Refunded Bonds and reducing the taxes necessary to pay the principal of and interest on such bonds.

1.04 Pursuant to such authorization, this Council at a public sale duly noticed and held on August 9, 2010, adjusted the total principal amount of the Series 2010 Bonds as permitted by the Terms and Conditions of Sale and awarded the sale of the Series 2010 Bonds to Robert W. Baird & Co., Inc., of Milwaukee, Wisconsin (the “Original Purchaser”), on a bid to purchase the Series 2010 Bonds in the aggregate principal amount of \$1,080,000 at a purchase price of \$1,105,857.98 (reflecting an underwriter’s discount of \$6,242.40, original issue premium of \$31,072.25, and accrued interest of \$1,028.13), the Series 2010 Bonds to bear interest at the rates and mature on the dates and in the amounts and contain the further terms and conditions set forth in this resolution. The sale of the Series 2010 Bonds to the Original Purchaser is hereby ratified and confirmed.

The interest rates to be borne by the Series 2010 Bonds result in a total dollar interest cost of \$145,209.17, a true interest cost of 2.001772%, an average annual interest rate of 2.483056% per annum, and a net present value interest savings of \$182,223.60, using a discount rate of 1.888% per annum (the approximate yield of the Series 2010 Bonds) over the term of the Refunded Bonds. As required by Montana Code Annotated, Section 7-7-4304, average annual

interest rate on the Series 2010 Bonds (2.483056%) is more than 1/2 of 1% percent (0.50%) per annum less than the average annual rate of interest on the Refunded Bonds (5.595593%). It is now desirable, proper and in the best interest of the City that the form and details of the Series 2010 Bonds be set forth and prescribed in the official proceedings of this Council.

1.05 All acts, conditions and things required by the Constitution and laws of the State of Montana to be done, to exist, to happen and to be performed prior to the issuance of the Series 2010 Bonds have been done, do exist, have happened, and have been performed in due time, form and manner. It is now necessary for this Council to establish the form and terms of the Series 2010 Bonds and to provide for the security thereof and to issue the Series 2010 Bonds.

Section 2. The Series 2010 Bonds.

2.01 The Series 2010 Bonds shall mature on July 1 in the years and amounts set forth below, and Series 2010 Bonds shall bear interest from date of delivery, until paid, at the rate per annum shown opposite such years and amounts, as follows:

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
2011	\$105,000	2.000%
2012	105,000	2.000
2013	105,000	2.000
2014	105,000	2.000
2015	105,000	2.000
2016	110,000	2.000
2017	110,000	2.250
2018	110,000	2.500
2019	110,000	3.000
2020	115,000	3.000

Interest on the Series 2010 Bonds shall be calculated on the basis of a year of 360 days composed of twelve 30-day months.

The Series 2010 Bonds shall be issuable only in fully registered form, and the ownership of the Series 2010 Bonds shall be transferred only upon the bond register of the Registrar hereinafter described. Interest on, and upon presentation and surrender thereof at the principal office of the Registrar as hereinafter described, the principal amount of each of the Series 2010 Bonds shall be payable by check or draft issued by the Registrar.

2.02 The Series 2010 Bonds shall bear an original issue date as of August 15, 2010. Upon the delivery of the Series 2010 Bonds to the Original Purchaser in accordance with Section 2.07 and upon delivery of Series 2010 Bonds upon a transfer of ownership or an exchange pursuant to Section 2.03, the Registrar shall note the date of authentication on each Series 2010 Bond so delivered. Interest on the Series 2010 Bonds shall be payable on January 1 and July 1 in each year, commencing January 1, 2011, to the owners thereof as such appear of record in the bond register as of the close of business on the fifteenth day of the immediately preceding

month, whether or not such day is a Business Day. “Business Day” means any day other than a Saturday, Sunday or legal holiday of the State of Montana.

2.03 The City shall appoint, and shall maintain, a bond registrar, transfer agent and paying agent (the “Registrar”). This Section 2.03 shall establish a system of registration for the Series 2010 Bonds as defined in the Model Public Obligations Registration Act of Montana, Montana Code Annotated, Title 17, Chapter 5, Part 11, as amended.

The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:

(a) The Registrar shall keep at its principal office a bond register in which the Registrar shall provide for the registration of ownership of the Series 2010 Bonds and the registration of transfers and exchanges of the Series 2010 Bonds entitled to be registered, transferred or exchanged.

(b) Upon surrender to the Registrar for transfer of any Series 2010 Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Series 2010 Bonds of a like aggregate principal amount and maturity, as requested by the transferor.

(c) Whenever any Series 2010 Bond is surrendered by the registered owner for exchange, the Registrar shall authenticate and deliver one or more new Series 2010 Bonds of a like aggregate principal amount, interest rate and maturity and representing the same principal installments, as requested by the registered owner or the owner’s attorney duly authorized in writing.

(d) All Series 2010 Bonds surrendered upon any transfer or exchange shall be promptly canceled by the Registrar and thereafter delivered to the Financial Services Manager.

(e) When any Series 2010 Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Series 2010 Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) The City and the Registrar may treat the person in whose name any Series 2010 Bond is at any time registered in the bond register as the absolute owner of such Series 2010 Bond, whether such Series 2010 Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Series 2010 Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner’s order shall be valid and effectual to satisfy and

discharge the liability of the City upon such Series 2010 Bond to the extent of the sum or sums so paid.

(g) For every transfer of Series 2010 Bonds or exchange of Series 2010 Bonds, the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

In case any Series 2010 Bond shall become mutilated or be destroyed, stolen or lost, the Registrar shall deliver a new Series 2010 Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Series 2010 Bond or in lieu of and in substitution for any such Series 2010 Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Series 2010 Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that such Series 2010 Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the City and the Registrar shall be named as obligees. All Series 2010 Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the City. If the mutilated, lost, stolen or destroyed Bond has already matured, it shall not be necessary to issue a new Bond prior to payment.

2.04 The City hereby appoints U.S. Bank National Association, of Seattle, Washington, as the initial Registrar. The Mayor, the Financial Services Manager, and the City Clerk are authorized to execute and deliver, on behalf of the City, a contract with U.S. Bank National Association, as Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, such corporation shall be authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove any Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Series 2010 Bonds in its possession as Registrar to the successor Registrar and shall deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Council, the Financial Services Manager shall transmit to the Registrar moneys sufficient for the payment of all principal and interest then due.

2.05 The Series 2010 Bonds shall be prepared in substantially the form as set forth on the attached Exhibit A, which by this reference is incorporated into and made a part hereof, with such revisions and modifications as may be approved by the Mayor, the Financial Services Manager, and the City Clerk.

2.06 The Series 2010 Bonds are not subject to optional redemption by the City prior to maturity.

2.07 The Series 2010 Bonds shall be forthwith prepared for execution under the direction of the Financial Services Manager, at the expense of the City, and shall be executed on behalf of the City by the signature of the Mayor and the Financial Services Manager, and attested

by the signature of the City Clerk; provided that said signatures and the corporate seal may be printed, engraved or lithographed facsimiles thereof. The seal of the City need not be affixed to or imprinted on any Series 2010 Bond. In case any officer whose signature or a facsimile of whose signature shall appear on the Series 2010 Bonds shall cease to be such officer before the delivery of the Series 2010 Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. When the Series 2010 Bonds have been so executed by said City officers, they shall be registered by the Financial Services Manager in accordance with Montana Code Annotated, Section 7-7-4257. Notwithstanding such execution, the Series 2010 Bonds shall not be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Series 2010 Bonds has been duly executed by the manual signature of an authorized representative of the Registrar. The executed certificate of authentication on the Series 2010 Bonds shall be conclusive evidence that it has been authenticated and delivered under this resolution. When the Series 2010 Bonds have been fully executed and authenticated, they shall be delivered by the Financial Services Manager to the Original Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Original Purchaser shall not be obligated to see to the application of the purchase price.

2.08 Securities Depository.

(a) For purposes of this Section, the following terms shall have the following meanings:

“Beneficial Owner” shall mean, whenever used with respect to a Series 2010 Bond, the person in whose name such Series 2010 Bond is recorded as the beneficial owner of such Series 2010 Bond by a Participant on the records of such Participant, or such person’s subrogee.

“Cede & Co.” shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Series 2010 Bonds.

“DTC” shall mean The Depository Trust Company of New York, New York.

“Participant” shall mean any broker-dealer, bank or other financial institution for which DTC holds Series 2010 Bonds as securities depository.

“Representation Letter” shall mean the Blanket Issuer Letter of Representations from the City to DTC with respect to the Series 2010 Bonds, substantially in the form attached to this resolution as Exhibit B, which is hereby incorporated herein by reference and made a part hereof.

(b) The Series 2010 Bonds shall be initially issued as separately authenticated fully registered bonds, and one Series 2010 Bond shall be issued in the principal amount of each stated maturity of the Series 2010 Bonds. Upon initial issuance, the ownership of such Series 2010 Bonds shall be registered in the bond register in the name of Cede & Co., as nominee of DTC. The Registrar and the City may treat DTC (or its nominee) as the sole and exclusive owner of the Series 2010 Bonds registered in its name for the

purposes of payment of the principal of or interest on the Series 2010 Bonds, giving any notice permitted or required to be given to registered owners of Series 2010 Bonds under this resolution, registering the transfer of Series 2010 Bonds, and for all other purposes whatsoever; and neither the Registrar nor the City shall be affected by any notice to the contrary. Neither the Registrar nor the City shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Series 2010 Bonds under or through DTC or any Participant, or any other person not shown on the bond register as being a registered owner of any Series 2010 Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Series 2010 Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds under this Resolution, or with respect to any consent given or other action taken by DTC as registered owner of the Bonds. So long as any Series 2010 Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Series 2010 Bond, and shall give all notices with respect to such Series 2010 Bond, only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and interest on the Series 2010 Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Series 2010 Bond for each separate stated maturity evidencing the obligation of the City to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Series 2010 Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event the City determines that it is in the best interest of the Beneficial Owners that they be able to obtain Series 2010 Bonds in the form of bond certificates, the City may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Series 2010 Bonds in the form of certificates. In such event, the Series 2010 Bonds will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Series 2010 Bonds at any time by giving notice to the City and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Series 2010 Bonds will be transferable in accordance with paragraph (e) hereof.

(d) The execution and delivery of the Representation Letter to DTC by the Mayor with such changes, omissions, insertions and revisions as the Mayor shall deem advisable, is hereby authorized, and execution of the Representation Letter by the Mayor shall be conclusive evidence of such approval. The Representation Letter shall set forth certain matters with respect to, among other things, notices, consents and approvals by registered owners of the Series 2010 Bonds and Beneficial Owners and payments on the Series 2010 Bonds. The Registrar shall have the same rights with respect to its actions thereunder as it has with respect to its actions under this resolution.

(e) In the event that any transfer or exchange of Series 2010 Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Series 2010 Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the

provisions of this resolution. In the event Series 2010 Bonds in the form of certificates are issued to owners other than Cede & Co., its successor as nominee for DTC as owner of all the Series 2010 Bonds, or another securities depository as owner of all the Series 2010 Bonds, the provisions of this resolution shall also apply to all matters relating thereto, including, without limitation, the printing of such Series 2010 Bonds in the form of bond certificates and the method of payment of principal of and interest on such Series 2010 Bonds in the form of bond certificates.

Section 3. Debt Service Account; Tax Levies.

3.01 So long as the Series 2010 Bonds are outstanding and any principal thereof or interest thereon is unpaid, the Financial Services Manager shall cause the City to maintain a separate and special 2010 Debt Service Account (the “Debt Service Account”) to be used for no purpose other than the payment of the principal of and interest on the Series 2010 Bonds. The City irrevocably appropriates to the Debt Service Account: (a) all taxes levied in accordance with this resolution, (b) all income derived from the investment of amounts on hand in the Debt Service Account, (c) accrued interest on the Series 2010 Bonds, (d) excess amounts in the escrow account described in Section 4.01, and (e) such other money as shall be received and appropriated to the Debt Service Account from time to time.

3.02 The full faith and credit and taxing powers of the City shall be and are hereby irrevocably pledged to the payment of the Series 2010 Bonds and interest due thereon, and the City shall cause taxes to be levied annually on all taxable property in the City sufficient to pay the interest on the Series 2010 Bonds when it falls due and to pay and discharge the principal at maturity of each and all of the Series 2010 Bonds as they respectively become due.

Section 4. Escrow; Redemption of Refunded Bonds.

4.01 Simultaneously with the delivery of the Series 2010 Bonds, the Financial Services Manager shall cause to be deposited in escrow with U.S. Bank National Association, a sum equal to the amount on hand in the City’s debt service account for the Refunded Bonds and proceeds of the Series 2010 Bonds necessary to pay, without regard to investment earnings thereon, the redemption price of the Refunded Bonds to be redeemed on October 5, 2010, which redemption price is equal to the principal amount of the Refunded Bonds plus interest accrued thereon through October 5, 2010, all as set forth in the Escrow Agreement between the City and U.S. Bank National Association (the “Escrow Agreement”), the draft form of which has been submitted to this Council and is hereby approved, subject to necessary or appropriate additions or deletions. The Financial Services Manager shall cause the amount so deposited to be invested in securities of the type described in Montana Code Annotated, Section 7-7-4316. Amounts in the escrow account shall be transferred to the City on or before October 5, 2010 to pay the redemption price of the Refunded Bonds and amounts in excess thereof will be deposited in the Debt Service Account to pay interest on the Series 2010 Bonds due on January 1, 2011. The escrow account and all investments thereof shall be held in safekeeping by said escrow agent, and said account and all income therefrom are irrevocably appropriated for the purposes stated in this Section 4.01. At or before the time of making said deposit and investment the Mayor, the Financial Services Manager, and the City Clerk shall execute on the part of the City the Escrow Agreement with said escrow agent, in the form of such agreement which has been presented to this Council at the meeting at which this resolution was adopted, with such additions thereto or

deletions therefrom as are necessary or appropriate. In accordance with the provisions of Montana Code Annotated, Section 7-7-4316, upon the establishment and funding of the escrow account pursuant to this Section 4.01, the Refunded Bonds shall no longer be considered outstanding for purposes of Montana Code Annotated, Section 7-7-4201 or any other debt limitation.

4.02 In accordance with the provisions of the Escrow Agreement approved in Section 4.01, the Refunded Bonds are hereby called for redemption on October 5, 2010.

Section 5. Tax Matters.

5.01 Use of Project. The proceeds of the Series 2000 Bonds were used for the purpose of designing, constructing and equipping in Billings Heights a community recreation center, including gymnasium, other recreation meeting, and support spaces and an indoor/outdoor recreation and aquatic center and refurbishing and rehabilitating playgrounds, basketball courts and tennis courts as required in existing parks and related improvements including repairing and reconstruction of parking lots as needed, and providing matching funds for constructing bikenet trails (the “Project”) and paying costs associated with the issuance and sale of the Series 2000 Bonds. The Project will continue to be owned and operated by the City and used by the City to provide recreation opportunities for members of the general public. The City shall not enter into any lease, use or other agreement with any non-governmental person relating to the use of the Project or security for the payment of the Series 2010 Bonds which might cause the Series 2010 Bonds to be considered “private activity bonds” or “private loan bonds” within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the “Code”).

5.02 General Covenant. The City covenants and agrees with the registered owners from time to time of the Series 2010 Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Series 2010 Bonds to become includable in gross income for federal income tax purposes under the Code and applicable Treasury Regulations (the “Regulations”), and covenants to take any and all actions within its powers to ensure that the interest on the Series 2010 Bonds will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

5.03 Arbitrage Certification. The Mayor, the City Clerk and the Financial Services Manager, being the officers of the City charged with the responsibility for issuing the Series 2010 Bonds pursuant to this resolution, are authorized and directed to execute and deliver to the Original Purchaser a certificate in accordance with the provisions of Section 148 of the Code, and Section 148-2(b) of the Regulations, stating that on the basis of facts, estimates and circumstances in existence on the date of issue and delivery of the Series 2010 Bonds, it is reasonably expected that the proceeds of the Series 2010 Bonds will not be used in a manner that would cause the Series 2010 Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code and the Regulations.

5.04 Arbitrage Rebate. The City acknowledges that the Bonds are subject to the rebate requirements of Section 148(f) of the Code. The City covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Treasury Regulations to preserve the exclusion of interest on the Bonds from gross income for federal income tax

purposes, unless the Bonds qualify for the exception from the rebate requirement under Section 148(f)(4)(B) of the Code and no “gross proceeds” of the Bonds (other than amounts constituting a “bona fide debt service fund”) arise during or after the expenditure of the original proceeds thereof. In furtherance of the foregoing, the Mayor, the City Clerk and the Financial Services Manager are hereby authorized and directed to execute a Rebate Certificate, substantially in the form to be prepared by Bond Counsel, and the City hereby covenants and agrees to observe and perform the covenants and agreements contained herein, unless amended or terminated in accordance with the provisions thereof.

5.05 Information Reporting. The City shall file with the Secretary of the Treasury, not later than November 15, 2010, a statement concerning the Series 2010 Bonds containing the information required by Section 149(e) of the Code.

5.06 “Qualified Tax-Exempt Obligations.” Pursuant to Section 265(b)(3)(D)(ii) of the Code, the Series 2010 Bonds are deemed designated by the City as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code. The City has not designated any obligations in 2010 other than the Series 2010 Bonds under Section 265(b)(3). The City hereby represents that it does not anticipate that obligations bearing interest not includable in gross income for purposes of federal income taxation under Section 103 of the Code (including refunding obligations as provided in Section 265(b)(3) of the Code and including “qualified 501(c)(3) bonds” but excluding other “private activity bonds,” as defined in Sections 141(a) and 145(a) of the Code) will be issued by or on behalf of the City and all “subordinate entities” of the City in 2010 in an amount greater than \$30,000,000.

Section 6. Authentication of Transcript. The officers of the City are hereby authorized and directed to furnish to the Original Purchaser and to bond counsel certified copies of all proceedings relating to the issuance of the Series 2010 Bonds and such other certificates and affidavits as may be required to show the right, power and authority of the City to issue the Series 2010 Bonds, and all statements contained in and shown by such instruments, including any heretofore furnished, shall constitute representations of the City as to the truth of the statements purported to be shown thereby.

Section 7. Defeasance. When all of the Series 2010 Bonds have been discharged as provided in this Section 7, all pledges, covenants and other rights granted by this resolution to the owners of the Series 2010 Bonds shall cease. The City may discharge its Series 2010 Bonds with respect to any Series 2010 Bonds which are due on any date by irrevocably depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or, if any Series 2010 Bond should not be paid when due, the City may nevertheless discharge its liability with respect thereto by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The City may also at any time discharge its Series 2010 Bonds with respect to any Series 2010 Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank qualified by law as an escrow agent for this purpose, cash or securities which are general obligations of the United States or securities of United States agencies which are authorized by law to be so deposited, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without reinvestment, to pay all principal and interest to become due thereon to maturity.

Section 8. Continuing Disclosure.

(a) Purpose and Beneficiaries. To provide for the public availability of certain information relating to the Series 2010 Bonds and the security therefor and to permit the Original Purchaser and other participating underwriters in the primary offering of the Series 2010 Bonds to comply with amendments to Rule 15c2-12 promulgated by the Securities and Exchange Commission (the “SEC”) under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12), relating to continuing disclosure (as in effect and interpreted from time to time, the “Rule”), which will enhance the marketability of the Series 2010 Bonds, the City hereby makes the following covenants and agreements for the benefit of the Owners (as hereinafter defined) from time to time of the outstanding Series 2010 Bonds. The City is the only “obligated person” in respect of the Series 2010 Bonds within the meaning of the Rule for purposes of identifying the entities in respect of which continuing disclosure must be made. The City has complied in all material respects with any undertaking previously entered into by it under the Rule.

If the City fails to comply with any provisions of this Section, any person aggrieved thereby, including the Owners of any Outstanding Bonds, may take whatever action at law or in equity may appear necessary or appropriate to enforce performance and observance of any such covenant. Direct, indirect, consequential and punitive damages shall not be recoverable, however, for any default thereunder. In no event shall a default under this Section constitute a default under the Bonds or under any other provision of this Resolution.

As used in this Section 8, “Owner” or “Bondowner” means, in respect of a Series 2010 Bond, the registered owner or owners thereof appearing in the bond register maintained by the Registrar or any “Beneficial Owner” (as hereinafter defined) thereof, if such Beneficial Owner provides to the Registrar evidence of such beneficial ownership in form and substance reasonably satisfactory to the Registrar. As used herein, “Beneficial Owner” means, in respect of a Bond, any person or entity which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, such Bond (including persons or entities holding Series 2010 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of the Bond for federal income tax purposes.

As used herein, a “Material Fact” is a fact as to which a substantial likelihood exists that a reasonably prudent investor would attach importance thereto in deciding to buy, hold or sell a Series 2010 Bond or, if not disclosed, would significantly alter the total information otherwise available to an investor from the Official Statement, information disclosed hereunder or information generally available to the public. Notwithstanding the foregoing sentence, a “Material Fact” is also an event that would be deemed “material” for purposes of the Rule.

(b) Information To Be Disclosed. The City will provide, in the manner set forth in subsection (c) hereof, either directly or indirectly through an agent designated by the City, the following information at the following times:

(1) to the Municipal Securities Rulemaking Board (the “MSRB”) in an electronic format as prescribed by the MSRB, on or before 270 days after the end of each fiscal year of the City, commencing with the fiscal year ending June 30, 2010, the following financial information and operating data in respect of the City (the “Disclosure Information”):

(A) the audited financial statements of the City for such fiscal year, accompanied by the audit report and opinion of the accountant or government auditor relating thereto, as permitted or required by the laws of the State of Montana, containing balance sheets as of the end of such fiscal year and a statement of operations, changes in fund balances and cash flows for the fiscal year then ended, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Montana law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with such generally accepted accounting principles for reasons beyond the reasonable control of the City, noting the discrepancies therefrom and the effect thereof, and certified as to accuracy and completeness in all material respects by the Financial Services Manager of the City; and

(B) To the extent not provided in the financial statements referred to in paragraph (A), information of the type set forth below, which information may be unaudited, but is to be certified as to accuracy and completeness in all material respects by the City's Financial Services Manager to the best of his or her knowledge, which certification may be based on the reliability of information obtained from governmental or other third party sources:

- (1) updated figures for the City for the then current fiscal year to include general obligation bonds outstanding, market valuation, taxable valuation, estimated City population, and debt capacity;
- (2) a description of any additional borrowings of the City;
- (3) tax levy figures for the then current fiscal year in format similar to the table in the section "City Tax Rates, Levies, and Collections" in the Official Statement;
- (4) tax collection figures for the then most recent completed fiscal year in format similar to the table o in the section "Tax Collections" in the Official Statement; and
- (5) a list of the major taxpayers for the City for the then current fiscal year in format similar to the table in the section "Major Taxpayers" in the Official Statement.

Notwithstanding the foregoing paragraph, if the audited financial statements are not available by the date specified, the City shall provide on or before such date unaudited financial statements in the format required for the audited financial statements as part of the Disclosure Information and, within 10 days after the receipt thereof, the City shall provide the audited financial statements.

Any or all of the Disclosure Information may be incorporated by reference, if it is updated as required hereby, from other documents, including official statements, which have been submitted to the MSRB as described under subsection (c). If the document incorporated by reference is a final official statement, it must be available from the MSRB. The City shall clearly identify in the Disclosure Information each document so incorporated by reference.

If any part of the Disclosure Information can no longer be generated because the operations of the City have materially changed or been discontinued, such Disclosure Information need no longer be provided if the City includes in the Disclosure Information a statement to such effect; provided, however, if such operations have been replaced by other City operations in respect of which data is not included in the Disclosure Information and the City determines that certain specified data regarding such replacement operations would be a Material Fact, then, from and after such determination, the Disclosure Information shall include such additional specified data regarding the replacement operations.

If the Disclosure Information is changed or this Section is amended as permitted by this paragraph (b)(1) or subsection (d), then the City shall include in the next Disclosure Information to be delivered hereunder, to the extent necessary, an explanation of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided.

(2) In a timely manner, notice of the occurrence of any of the following events which is a Material Fact:

- (A) Principal and interest payment delinquencies;
- (B) Non-payment related defaults;
- (C) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (D) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (E) Substitution of credit or liquidity providers, or their failure to perform;
- (F) Adverse tax opinions or events affecting the tax-exempt status of the security;
- (G) Modifications to rights of security holders;
- (H) Bond calls;
- (I) Defeasances;
- (J) Release, substitution, or sale of property securing repayment of the securities; and
- (K) Rating changes.

(3) In a timely manner, notice of the occurrence of any of the following events or conditions:

- (A) the failure of the City to provide the Disclosure Information required under paragraph (b)(1) at the time specified thereunder;

(B) the amendment or supplementing of this Section pursuant to subsection (d), together with a copy of such amendment or supplement and any explanation provided by the City under subsection (d)(2);

(C) the termination of the obligations of the City under this Section pursuant to subsection (d);

(D) any change in the accounting principles pursuant to which the financial statements constituting a portion of the Disclosure Information or the audited financial statements, if any, furnished pursuant to subsection (b)(1) are prepared; and

(E) any change in the fiscal year of the City.

(c) Manner of Disclosure. The City agrees to make available the information described in subsection (b) to the following entities by electronic transmission, telecopy, overnight delivery, mail or other means, as appropriate:

(1) to the MSRB via the Electronic Municipal Market Access System (“EMMA”) operated by the MSRB or in a manner as may be otherwise proscribed by the MSRB consistent with the Rule; and

(2) to any rating agency then maintaining a rating of the Series 2010 Bonds and, at the expense of such Bondowner, to any Bondowner who requests in writing such information, at the time of transmission under paragraph (1) of this subsection (c), or, if such information is transmitted with a subsequent time of release, at the time such information is to be released.

All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(d) Term; Amendments; Interpretation.

(1) The covenants of the City in this Section shall remain in effect so long as any Series 2010 Bonds are Outstanding. Notwithstanding the preceding sentence, however, the obligations of the City under this Section shall terminate and be without further effect as of any date on which the City delivers to the Registrar an opinion of Bond Counsel to the effect that, because of legislative action or final judicial or administrative actions or proceedings, the failure of the City to comply with the requirements of this Section will not cause participating underwriters in the primary offering of the Series 2010 Bonds to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended, or any statutes or laws successory thereto or amendatory thereof.

(2) This Section (and the form and requirements of the Disclosure Information) may be amended or supplemented by the City from time to time, without notice to or the consent of the Owners of any Series 2010 Bonds, by a resolution of this Council filed in the office of the City Clerk of the City accompanied by an opinion of Bond Counsel, who may rely on certificates of the City and others and the opinion may be subject to customary qualifications, to the effect that: (i) such amendment or supplement (a) is made in connection with a change in circumstances that arises from a change in law or

regulation or a change in the identity, nature or status of the City or the type of operations conducted by the City, or (b) is required by, or better complies with, the provisions of paragraph (b)(5) of the Rule; (ii) this Section as so amended or supplemented would have complied with the requirements of paragraph (b)(5) of the Rule at the time of the primary offering of the Series 2010 Bonds, giving effect to any change in circumstances applicable under clause (i)(a) and assuming that the Rule as in effect and interpreted at the time of the amendment or supplement was in effect at the time of the primary offering; and (iii) such amendment or supplement does not materially impair the interests of the Bondowners under the Rule.

If the Disclosure Information is so amended, the City agrees to provide, contemporaneously with the effectiveness of such amendment, an explanation of the reasons for the amendment and the effect, if any, of the change in the type of financial information or operating data being provided hereunder.

(3) This Section is entered into to comply with the continuing disclosure provisions of the Rule and should be construed so as to satisfy the requirements of paragraph (b)(5) of the Rule.

(e) Further Limitation of Liability of City. In and to the extent the limitations of liability contained in subsection (a) are not effective, anything contained in this Section to the contrary notwithstanding, in making the agreements, provisions and covenants set forth in this Section, the City has not obligated itself except with respect to the taxes pledged solely to repayment of the Series 2010 Bonds. None of the agreements or obligations of the City contained herein shall be construed to constitute an indebtedness of the City within the meaning of any constitutional or statutory provisions whatsoever or constitute a pledge of the general credit or taxing powers of the City.

Section 9. Effective Date. This resolution shall become effective upon adoption.

Passed and adopted this 23rd day of August, 2010.

Mayor

Attest: _____
City Clerk

(SEAL)

EXHIBIT A

UNITED STATES OF AMERICA
STATE OF MONTANA
YELLOWSTONE COUNTY

CITY OF BILLINGS, MONTANA

GENERAL OBLIGATION REFUNDING BOND, SERIES 2010

No. _____ \$ _____

<u>Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
%	July 1,	August 15, 2010	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS AND NO/100

FOR VALUE RECEIVED, THE CITY OF BILLINGS, MONTANA (the "City"), acknowledges itself to be indebted and hereby promises to pay to the registered owner named above, or registered assigns, without the option of prior redemption, the principal amount specified above on the maturity date specified above, and to pay interest on said principal amount from August 15, 2010 or from the most recent date to which interest hereon has been paid or duly provided for until this Bond is paid at the annual rate specified above. Principal of this Bond is payable upon presentation and surrender hereof to U.S. Bank National Association, as Bond Registrar, Transfer Agent and Paying Agent, or its successor designated under the Resolution described herein (the "Registrar"), at its operations center in St. Paul, Minnesota. Interest on this Bond is payable semiannually on each January 1 and July 1, commencing January 1, 2011, by check or draft mailed by the Registrar to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a Business Day) of the immediately preceding month, at his address as it appears on the bond register maintained by the Registrar. "Business Day" means any day other than a Saturday, Sunday or legal holiday of the State of Montana.

The principal of and interest on this Bond are payable in lawful money of the United States of America. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith, credit and taxing powers of the City have been and are hereby irrevocably pledged.

Notwithstanding any other provisions of this Bond, so long as this Bond is registered in the name of Cede & Co., as nominee of The Depository Trust Company, or in the name of any other nominee of The Depository Trust Company or other securities depository, the Registrar shall pay all principal of and interest on this Bond, and shall give all notices with respect to this

Bond, only to Cede & Co. or other nominee in accordance with the operational arrangements of The Depository Trust Company or other securities depository as agreed to by the City.

This Bond is one of an issue in the aggregate principal amount of \$1,080,000 (the "Series 2010 Bonds"), all of like date of original issue and tenor except as to serial number, date, denomination, maturity date and interest rate, issued for the purpose of refunding certain valid outstanding general obligation bonds of the City, all pursuant to Title 7, Chapter 7, Part 43, Montana Code Annotated, and resolutions duly adopted by the City Council, including a resolution adopted on August 23, 2010 (the "Resolution"), and in full conformity with the Constitution and laws of the State of Montana thereunto enabling. The Series 2010 Bonds are issuable only as fully registered bonds of single maturities, in denominations of \$5,000 or any integral multiple thereof.

The Series 2010 Bonds are not subject to optional redemption by the City prior to maturity.

The Series 2010 Bonds have been deemed designated by the City as "qualified tax-exempt obligations" pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended.

As provided in the Resolution and subject to certain limitations set forth therein, this Series 2010 Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his attorney; and may also be surrendered in exchange for Series 2010 Bonds of other authorized denominations. Upon any such transfer or exchange, the City will cause a new Series 2010 Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Montana to be done, to exist, to happen and to be performed precedent to and in the issuance of this Bond, in order to make it a valid and binding general obligation of the City according to its terms, have been done, do exist, have happened and have been performed in regular and due time, form and manner as so required; and that an annual ad valorem tax will be duly levied on all of the taxable property in the City sufficient to pay the interest hereon when it falls due and also to pay and discharge the principal of this Bond at maturity.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Registrar by the manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, City of Billings, State of Montana, by its City Council, has caused this Bond to be executed by the facsimile signatures of the Mayor, the Financial Services Manager and the City Clerk.

(Facsimile Signature)
Mayor

(Facsimile Signature)
Financial Services Manager

(Facsimile Signature)
City Clerk

(Facsimile Seal)

Dated:

CERTIFICATE OF AUTHENTICATION

This is one of the Series 2010 Bonds delivered pursuant to the Resolution mentioned within.

U.S. BANK NATIONAL ASSOCIATION,
as Registrar

By _____
Authorized Representative

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	– as tenants in common	UTMA. Custodian. (Cust) (Minor)
TEN ENT	– as tenants by the entireties	under Uniform Transfers to Minors Act. (State)
JT TEN	– as joint tenants with right of survivorship and not as tenants in common	

Other abbreviations may also be used.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF
ASSIGNEE:

NOTICE: The signature(s) to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration, enlargement or any change whatsoever.

SIGNATURE GUARANTEE:

Signature(s) must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Bond Registrar, which requirements include membership or participation in STAMP or such other “signature guaranty program” as may be determined by the Bond Registrar in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

EXHIBIT B

THE DEPOSITORY TRUST COMPANY
BLANKET ISSUER LETTER OF REPRESENTATION

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement") is made and executed between the City of Billings, Montana (the "City"), and U.S. Bank National Association, in Seattle, Washington (the "Agent"). The parties hereto recite and, in consideration of the mutual covenants and payments referred to and contained herein, covenant and agree as follows:

1. The City, in accordance with a resolution of its City Council adopted on August 23, 2010, sold its General Obligation Refunding Bonds, Series 2010, dated, as originally issued, as of August 15, 2010 (the "Series 2010 Bonds"), in the aggregate principal amount of \$1,080,000, which Series 2010 Bonds mature on July 1 in each year from 2011 to 2020, for the purpose of providing funds for the refunding, paying and redeeming of the City's General Obligation Bonds, Series 2000, dated, as originally issued, as of April 1, 2000 (the "Series 2000 Bonds") with stated maturities in 2011 and thereafter, outstanding as of the date hereof in the aggregate principal amount of \$1,105,000 (the "Refunded Bonds"), including the payment of certain expenses of the refunding, and has directed that the net proceeds of the Series 2010 Bonds (\$1,105,857.98, reflecting an underwriter's discount of \$6,242.40, original issue premium of \$31,072.25, and accrued interest of \$1,028.13) be applied as follows: (i) \$1,075,710.00 (together with the amounts identified in the last sentence of this paragraph) to the payment of the purchase price of securities that are direct obligations of the United States or obligations the principal of and interest on which are guaranteed as to payment by the United States, as shown on Exhibit A hereto (which is hereby incorporated herein and made a part hereof) (the "Initial Securities") for credit to the Escrow Account, (ii) \$0.18 to establish a beginning cash balance in the Escrow Account; (iii) \$29,119.67 to the payment of costs of issuance of the Series 2010 Bonds and the refunding of the Refunded Bonds, and (iv) \$1,028.13 for deposit into the debt services account for the Series 2010 Bonds to pay interest on such bonds on January 1, 2011. The City has appropriated \$[45,183] of the funds in the debt service account for the Series 2000 Bonds for payment of a portion of the purchase price of the Initial Securities.

2. The Agent acknowledges receipt of the federal securities and cash described in Exhibit A hereto (which is hereby incorporated herein and made a part hereof) and agrees that it will hold such federal securities and cash in a special escrow account in the name of the City (the "Escrow Account") and will collect and receive on behalf of the City all payments of principal of and interest on such securities and will remit from the Escrow Account to the City, the funds required for the payment of principal of the Refunded Bonds and interest thereon as shown on the attached Exhibit B (which is hereby incorporated herein and made a part hereof), and will also transfer any funds remaining in the Escrow Account to the City for deposit in its debt service account in respect of the Series 2010 Bonds.

The Agent shall:

(i) not less than 35 days prior to October 5, 2010, cause notice of the redemption of the Refunded Bonds to be redeemed (in the form of Exhibit C hereto) to be delivered by first class mail, postage prepaid, or telecopy to D.A. Davidson & Co., of Great Falls, Montana; to The Depository Trust Company of New York, New York; and to

one or more national information services that disseminate information regarding municipal bond redemptions, all as required by Section 2.05 of the resolution of the City Council of the City adopted March 27, 2000 authorizing the issuance of the Refunded Bonds (the "2000 Resolution"); and

(ii) not less than 30 days prior to October 5, 2010, cause notice of the redemption of the Refunded Bonds with stated maturities in the years 2011 and thereafter (in the form of Exhibit C hereto, which is hereby incorporated herein and made a part hereof) to be mailed, by first class mail, postage prepaid, to the institution at which principal and interest are then payable, and to the owners of all Refunded Bonds at their addresses as they appear on the attached Exhibit D, all as required by Section 2.05 of the 2000 Resolution.

After provision for payment of all Refunded Bonds with interest accrued thereon, the Agent will remit any remaining funds in the Escrow Account to the City, which will hold said sum of cash in the Debt Service Account for application toward the payment of the interest to become due on the Series 2010 Bonds on January 1, 2011.

The City has received a certification from Springsted Incorporated, St. Paul, Minnesota that the sum of the cash and investments shown on Exhibit A hereto (i.e., \$1,120,893.18) is adequate as of the date hereof and without investment earnings thereon to pay all of the principal of and interest on the Refunded Bonds on October 5, 2010.

3. The federal securities described in Exhibit A hereto may, at the written direction of the City, be replaced, in whole or in part, with direct obligations of the United States and which mature as to principal and interest in such amounts and at such times as will assure the availability of sufficient moneys to make payment when due of the principal and redemption price of the Refunded Bonds, at the stated maturities or upon the redemption thereof, plus interest on the Refunded Bonds to the respective maturity or redemption date thereof; provided, however, that concurrently with such written direction, the City shall provide the Agent with (a) a certification of an independent certified public accountant as to the sufficiency of the federal securities to be subject to this Agreement following such replacement and as to the yields thereof, setting forth in reasonable detail the calculations underlying such certification, and (b) an unqualified opinion of nationally recognized bond counsel to the effect that such replacement (1) will not cause any Refunded Bond or the Series 2010 Bond to be subjected to treatment as an "arbitrage bond," as defined in Section 148(a) of the Internal Revenue Code of 1986, as amended ("the Code"), and (2) is otherwise in compliance with this Agreement and the 2000 Resolution.

Any replacement authorized by this Section 3 shall be accomplished by sale, transfer, request for redemption or other disposition of all or a portion of the federal securities described in Exhibit A hereto with the proceeds thereof being applied to the purchase of substitute federal securities, all as specified in the written direction of the City.

4. The Agent also acknowledges receipt of the sum of Five Hundred Dollars (\$500.00), as and for full compensation for all services to be performed by it as Agent under this Agreement. The Agent expressly waives any lien upon or claim against the moneys and investments in the Escrow Account.

5. On or before November 5, 2010, the Agent shall submit to the City a report covering all money it shall have received and all payments it shall have made or caused to be made hereunder.

6. It is recognized that title to the federal securities and moneys held in the Escrow Account from time to time shall remain vested in the City but subject always to the prior charge and lien thereon of this Agreement and the use thereof required to be made by the provisions of this Agreement. The Agent shall hold all such money and obligations in the Escrow Account as a special trust fund and account separate and wholly segregated from all other funds and securities of the Agent on deposit therein and shall never commingle such money or securities with other money or securities. It is understood and agreed that the responsibility of the Agent under this Agreement is limited to the safekeeping and segregation of the funds and securities deposited with it in the Escrow Account and the collection of and accounting for the principal and interest payable with respect thereto.

7. This Agreement is made by the City for the benefit of the owners of the Refunded Bonds and is not revocable by the City, and the investments and other funds deposited in the Escrow Account and all income therefrom have been irrevocably appropriated for the payment and redemption of the Refunded Bonds and interest thereon, in accordance with this Agreement.

8. This Agreement shall be binding upon and shall inure to the benefit of the City and the Agent and their respective successors and assigns. In addition, this Agreement shall constitute a third-party beneficiary contract for the benefit of the owners of the Refunded Bonds. Said third-party beneficiaries shall be entitled to enforce performance and observance by the City and the Agent of the respective agreements and covenants herein contained as fully and completely as if said third-party beneficiaries were parties hereto. Any bank or trust company into which the Agent may be merged or with which it may be consolidated or any bank or trust company resulting from any merger or consolidation to which it shall be a party or any bank or trust company to which it may sell or transfer all or substantially all of its corporate trust business shall, if the City approves, be the successor agent hereunder without the execution of any additional document or the performance of any further act.

IN WITNESS WHEREOF the parties hereto have caused this Escrow Agreement to be duly executed by their duly authorized officers, as of the August 30, 2010.

CITY OF BILLINGS, MONTANA

Mayor

Financial Services Manager

City Clerk

U.S. BANK NATIONAL ASSOCIATION,
as Escrow Agent

By _____
Its Vice President

(Signature page to Escrow Agreement, dated August 30, 2010,
with the City of Billings, Montana)

\$1,080,000
General Obligation Refunding Bonds, Series 2010
City of Billings, Montana

EXHIBIT A

Initial Cash Balance: \$0.18

Initial Securities:

U.S. Treasury Obligations
—State and Local Government Series (SLGS)

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
10/05/2010	\$1,120,893.00	0.130%

\$1,080,000
General Obligation Refunding Bonds, Series 2010
City of Billings, Montana

EXHIBIT B

DEBT SERVICE SCHEDULE FOR
REFUNDED BONDS

<u>Redemption Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
10/05/2010	\$1,105,000.00	\$15,893.18	\$1,120,893.18

EXHIBIT C

NOTICE OF REDEMPTION

General Obligation Bonds, Series 2000
(the "Series 2000 Bonds")

Dated, as originally issued, as of April 1, 2000
City of Billings, Montana

NOTICE IS HEREBY GIVEN that the City of Billings, Montana, has called for redemption all bonds of the issue of the Series 2000 Bonds which mature on July 1 in the years and bear interest and CUSIP numbers as set forth below:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No</u>
2011	\$85,000	5.25%	090095 C57
2012	90,000	5.25	090095 C65
2013	95,000	5.30	090095 C73
2014	100,000	5.35	090095 C81
2015	105,000	5.40	090095 C99
2016	115,000	5.55	090095 D23
2017	120,000	5.60	090095 D31
2018	125,000	5.65	090095 D49
2019	130,000	5.70	090095 D56
2020	140,000	5.75	090095 D64

Such bonds in their entirety have been called for redemption on October 5, 2010, at the redemption price of the principal amount thereof plus interest accrued to the date of redemption, without premium.

Holders of such bonds maturing in said years should surrender their bonds for payment to the City of Billings, Montana, as paying agent, for payment on October 5, 2010 to the Financial Services Manager at 210 North 27th Street, Billings, Montana 59103 or if by mail to 210 North 27th Street, Billings, Montana 59103.

Under the Jobs and Growth Tax Relief Reconciliation Act of 2003, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time the payment is made if the tax identification number is not properly certified.

The Paying Agent shall not be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness indicated in the Redemption Notice. It is included solely for the convenience of the Holders.

Interest on such Bonds shall cease to accrue on October 5, 2010, and the holders thereof shall have no further rights with respect thereto except to receive the redemption price so deposited.

Dated: August 30, 2010.

BY ORDER OF THE CITY COUNCIL
OF THE CITY OF BILLINGS, MONTANA

City Financial Services Manager

EXHIBIT D

HOLDERS OF REFUNDED BONDS AND ADDRESSES

Regular City Council Meeting

Date: 08/23/2010

TITLE: Resolution Authorizing Execution of COR Enterprise Economic Development Revenue Bonds

PRESENTED BY: Patrick M. Weber

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

On June 14, 2010, the council approved the issuance of \$1,790,000 of economic development revenue bonds for Community Option Resource Enterprises Inc (COR Enterprises), which is a nonprofit social services agency that provides vocational and supported living services to adults with disabilities. The bonds will be used to finance a portion of the costs of designing and constructing a new facility.

The attached resolution authorizes the execution and delivery of the bonds.

ALTERNATIVES ANALYZED

The Council may:

- Approve the resolution; or
- Not approve resolution.

FINANCIAL IMPACT

The bonds are special, limited obligations of the City and do not constitute any financial liability of the City or a charge against its general credit or taxing powers.

RECOMMENDATION

Staff recommends that the City Council approve the attached resolution.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. ____, entitled: "RESOLUTION AUTHORIZING A PROJECT UNDER MONTANA CODE ANNOTATED, TITLE 90, CHAPTER 5, PART 1, AS AMENDED, AND THE ISSUANCE AND SALE OF UP TO \$1,790,000 ECONOMIC DEVELOPMENT REVENUE NOTE (COR ENTERPRISES QUALIFIED 501(C)(3) PROJECT), SERIES 2010, TO FINANCE THE SAME; APPROVING THE FORM OF DOCUMENTATION IN CONNECTION THEREWITH; AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE NOTE AND RELATED DOCUMENTATION" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a regular meeting on August 23, 2010, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

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

WITNESS my hand officially this 23rd day of August, 2010.

City Clerk

RESOLUTION NO. _____

RESOLUTION AUTHORIZING A PROJECT UNDER MONTANA CODE ANNOTATED, TITLE 90, CHAPTER 5, PART 1, AS AMENDED, AND THE ISSUANCE AND SALE OF UP TO \$1,790,000 ECONOMIC DEVELOPMENT REVENUE NOTE (COR ENTERPRISES QUALIFIED 501(C)(3) PROJECT), SERIES 2010, TO FINANCE THE SAME; APPROVING THE FORM OF DOCUMENTATION IN CONNECTION THEREWITH; AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE NOTE AND RELATED DOCUMENTATION

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

Section 1. Authorization and Recitals.

1.01. General Authority. The City is authorized by Title 90, Chapter 5, Part 1, as amended, Montana Code Annotated (the “Act”), to issue and sell revenue bonds for the purpose of defraying the cost of acquiring or improving any project, defined to include any land, any building or other improvement and any other real or personal properties deemed necessary in connection therein, which shall be suitable for use for commercial, manufacturing, agricultural or industrial enterprises; recreation or tourist facilities; local, state and federal governmental facilities; multifamily housing, hospitals, long-term care facilities or medical facilities; higher education facilities; electric energy generation facilities; family services provider facilities; and any combination of these projects; and to lease such projects, or to loan the proceeds of such bonds, to others upon such terms and conditions as the City may deem advisable. A family services provider means an organization, including a nonprofit corporation, that provides human services for children and adults, including but not limited to early care services for children, youth services, health services, social services, habilitative services, rehabilitative services, preventive care, and supportive services, and training, educational, and referral activities in support of human services.

1.02. Proposed Project and Note. Representatives of Community Option Resource Enterprises, Inc., a Montana nonprofit corporation (the “Borrower”), a nonprofit, social services agency that provides vocational and supported living services to adults with disabilities, have proposed that the City, acting under and pursuant to the Act, issue an Economic Development Revenue Note (COR Enterprises Qualified 501(c)(3) Project), Series 2010, in the maximum principal amount of \$1,790,000 (the “Note”), the proceeds of which will be loaned by the City to the Borrower to finance a portion of the costs of designing and constructing a new facility to be owned by the Borrower for its tax-exempt purpose, such facility to include office space, production areas and treatment areas, as well as related improvements (the “Project”). The Project will be owned and operated by the Borrower and will be located at Lots 6, 7 and 8 of Woodland Commerce Park Subdivision on Lampman Drive in Billings, Montana. First Interstate Bank, a Montana banking corporation (the “Lender”), has agreed to purchase the Note

subject to the terms and conditions set forth in a Commitment Letter (the “Commitment Letter”). Under the proposal, the proceeds of the Note will be loaned to the Borrower pursuant to a Loan Agreement between the City and the Borrower (the “Loan Agreement”), the Borrower will agree to apply the proceeds of the Note to the payment of costs of the Project and to repay the loan at such times and in such amounts to provide for the prompt payment of the principal of and interest on the Note, and the Borrower will be obligated to pay all costs of designing and constructing the Project in excess of the proceeds of the Note available therefor. Pursuant to an Assignment of Loan Agreement (the “Assignment”), the City will assign certain of its interests in the Loan Agreement to the Lender. The actual disbursement of the proceeds of the Note will be governed by a Construction Loan Agreement between the Borrower and Lender, including any amendments thereof or supplements thereto (the “Construction Loan Agreement”). The Borrower’s obligation under the Loan Agreement will be secured by a Combination Trust Indenture, Security Agreement and Fixture Financing Statement among the Borrower, as grantor, the Lender, as beneficiary, and William D. Lamdin III, an attorney licensed to practice law in the State of Montana, as trustee, including any amendments thereof or supplements thereto (the “Trust Indenture”).

The Note is a special, limited obligation of the City payable solely from the payments to be made by the Borrower under the Loan Agreement pledged to the Lender and will not constitute or give rise to a pecuniary liability of the City or a charge against its general credit or taking powers.

1.03. Prior Approval and Public Hearing. This Council called a public hearing on the Project and the issuance of up to \$1,790,000 principal amount of Economic Development Revenue Note (COR Enterprises Qualified 501(c)(3) Project), Series 2010, as required by the Act. The hearing was duly noticed and held July 12, 2010, at which time all interested persons were given an opportunity to appear and be heard.

1.04. Documentation. Draft forms of the following documents relating to the Project have been prepared and submitted to this Council, and are hereby directed to be filed with the City Clerk:

- (a) the form of the Note;
- (b) the Loan Agreement;
- (c) the Assignment;
- (d) the Trust Indenture;
- (e) the Construction Loan Agreement; and
- (f) the Employment Preference and Prevailing Wage Agreement to be entered into between the Borrower and the City (the “Employment Agreement”), implementing the requirements of Section 90-5-114 of the Act.

The form of the Note is attached to this Resolution as Exhibit A and hereby incorporated herein and made a part hereof.

1.05. Offer to Purchase. The City and the Borrower have received an offer from the Lender to purchase the Note at a price of \$1,790,000, no interest to accrue thereon to the date of delivery thereof. The Borrower has recommended to this Council that the offer be accepted.

Section 2. Findings.

It is hereby found, determined and declared that:

- (a) the Project comprises real and personal properties contemplated by the Act;
- (b) in authorizing the financing of a portion of the costs of the Project, the City's purpose is to promote the general welfare of the City, to provide employment and educational opportunities for its residents, to encourage energy efficiencies in the new construction of facilities, to aid in economic development and to further the purposes and policies of the Act.
- (c) the financing of the Project, the issuance and sale of the Note, the execution and delivery of the Loan Agreement and the Assignment, and all other acts and things required under the Constitution and laws of the State of Montana to make the Note, the Loan Agreement and the Assignment valid and binding special, limited obligation of the City in accordance with their terms, are authorized by the Act;
- (d) the issuance and sale of the Note and the financing of a portion of the cost of the Project by the City for the benefit of the Borrower is in the public interest of the City and its citizens;
- (e) it is desirable that the Borrower be authorized, subject to the terms and conditions set forth in the Loan Agreement, which terms and conditions the City determines to be necessary, desirable and proper to provide for the construction of the Project by such means as shall be available to the Borrower and in the manner determined by the Borrower, and with or without advertisement for bids as required for the construction and acquisition of municipal facilities, but subject to the requirements of Section 90-5-114 of the Act;
- (f) it is desirable that the Note be issued by the City upon the terms set forth in this Resolution and that certain of the City's interests in the Loan Agreement, including its interest in all loan repayments thereunder, be assigned and pledged to the Lender as security for the payment of principal of, premium, if any, interest on and other amounts payable under the Note by the City;
- (g) the loan repayments and other amounts to be paid by the Borrower under the Loan Agreement are sufficient (1) to pay the total principal of, premium, if any, and interest on the Note as it matures and (2) to pay all other costs and expenses of the City in connection with the Project and the issuance of the Note; and the Loan Agreement also provides that the Borrower is required to pay or cause to be paid all expenses of the operation and maintenance of the Project including, but without limitation, adequate insurance thereon and insurance against all liability for injury to persons or property

arising from the operation thereof, and special assessments levied upon or with respect to the Project site and payable during the term of the Loan Agreement; and

(h) under the provisions of Montana Code Annotated, Sections 90-5-103 and 90-5-104, and as provided in the Loan Agreement and stated on the face of the Note, the Note is a special, limited obligation of the City payable solely from payments to be made by the Borrower under the Loan Agreement pledged to the Lender and does not constitute a pecuniary liability of the City or a charge against its general credit or taxing powers.

Section 3. Authorization and Approval of the Project and Documents. The City is hereby authorized to issue the Note to finance a portion of the cost of the Project and to assign and pledge the Loan Agreement, including the loan repayments thereunder, to the Lender all as provided in the Loan Agreement and the Assignment. The Project and the issuance of the Note to finance a portion of the cost thereof are hereby approved. The forms of the Note, Loan Agreement, Assignment and Employment Agreement referred to in Section 1.04 are approved, subject to such modifications as are deemed appropriate and approved by the Mayor, Financial Services Manager and City Clerk, which approval shall be conclusively evidenced by execution of the Note, Loan Agreement, Assignment and Employment Agreement by the Mayor and Financial Services Manager, with the City Clerk's attestation. The Note, Loan Agreement, Assignment and Employment Agreement are authorized and directed to be executed and delivered in the name and on behalf of the City by the Mayor and Financial Services Manager, with the City Clerk's attestation. Copies of all of the documents shall be delivered, filed and recorded as provided therein.

Section 4. The Note; Terms, Sale and Execution.

4.01. Issuance. In anticipation of the collection of revenues of the Borrower, the City shall proceed forthwith to issue an Economic Development Revenue Note (COR Enterprises Qualified 501(c)(3) Project), Series 2010, in the maximum principal amount of \$1,790,000, in substantially the form attached as Exhibit A, and upon the terms set forth in said form and this Resolution.

4.02. Terms. The Note shall be in the maximum principal amount of \$1,790,000, shall bear interest as set forth in the Note and shall be dated as of its date of delivery to the Lender.

4.03. Prepayment. The principal of the Note shall be subject to prepayment at times and upon the terms and conditions set forth in the Note.

4.04. Registration of Transfer. The City will keep at the office of the Financial Services Manager a Note Register in which, subject to such reasonable regulations as it may prescribe, the City shall provide for the registration of transfers of ownership of the Note, as more fully prescribed in the Note. The Financial Services Manager is hereby appointed Note Registrar for this purpose.

4.05. Sale. The proposal of the Lender to purchase the Note at the price of \$1,790,000 is hereby found and determined to be reasonable and is hereby accepted. The Mayor, Financial Services Manager and City Clerk are hereby authorized and directed to prepare and execute the Note as prescribed herein and in the Note and to deliver it to the Lender, together with a certified

copy of this Resolution, and such other certificates, documents and instruments as may be appropriate to effect the transaction herein contemplated.

4.06. Qualified Tax-Exempt Obligation.

The City hereby acknowledges and approves of the Borrower's designation of the Note as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3)(G)(ii) of the Internal Revenue Code of 1986, as amended (the "Code"). The limitation set forth in Section 265(b)(3)(G)(i) of the Code is attributed to the Borrower.

PASSED AND ADOPTED by the City Council of the City on this 23rd day of August, 2010.

Mayor

Attest:

City Clerk

(SEAL)

EXHIBIT A

FORM OF NOTE

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF YELLOWSTONE

CITY OF BILLINGS

Economic Development Revenue Note
(COR Enterprises Qualified 501(c)(3) Project), Series 2010

No. R-1 \$1,790,000

<u>Interest Rate</u>	<u>Principal Amount</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>
Variable	\$1,790,000	June 1, 2031	September __, 2010

AS SET FORTH MORE PARTICULARLY BELOW, THIS NOTE IS NOT A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE CITY AND IT DOES NOT CONSTITUTE OR GIVE RISE TO PECUNIARY LIABILITY OF THE CITY.

The CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA, a municipal corporation and political subdivision organized and existing under the laws of the State of Montana and a home rule charter (the "City"), for value received, hereby promises to pay to First Interstate Bank, a Montana banking corporation (the "Holder"), or registered assigns, at its office in Billings, Montana, or such other place as the Holder may designate in writing, solely from the source and in the manner hereinafter provided, the principal sum of One Million Seven Hundred Ninety Thousand Dollars (\$1,790,000), or such lesser amount as shall be advanced and outstanding hereunder, with interest on the outstanding principal balance at a rate determined as hereinafter provided, subject to the terms and provisions of this Note. Such principal, premium and interest shall be payable in any coin or currency which at the time of payment is legal tender for the payment of public and private debts in the United States of America. This Note is payable in the following amounts and at the following times:

(a) on October 1, 2010 and continuing on the 1st day of each calendar month thereafter prior to but excluding the calendar month containing the Amortization Date (defined below), interest only on the principal amount advanced and outstanding hereunder at the Initial Rate (defined below) shall be due and payable;

(b) on the Amortization Date and continuing on the 1st day of each calendar month thereafter to and including the Maturity Date set forth above, in the amount, determined in the sole discretion of the Lender, necessary to amortize over a term beginning on the Amortization Date and through and including the Maturity Date, in equal monthly installments, the outstanding principal balance of this Note, together with interest hereon to accrue at the annual interest then in effect, shall be due and payable; and

(c) the entire outstanding principal balance and interest, if not sooner paid, shall be paid in full on the Maturity Date.

If a default by Borrower under Section 4.16 of the Loan Agreement has occurred and is continuing, upon 30 days notice from Lender, principal on this Note shall become immediately due and payable in an amount, determined in the sole discretion of the Lender, such that after re-amortization of the outstanding principal balance of this Note, together with interest hereon to accrue at the annual interest rate then in effect, a default under Section 4.16 of the Loan Agreement no longer exists; provided that no such prepayment shall be required if Borrower has adequate reserves on hand, determined in the sole discretion of the Lender; provided, however, that such prepayment shall be required if Borrower has been in default under Section 4.16 of the Loan Agreement for a period of three consecutive years, regardless of the adequacy of reserves on hand. Following any such prepayment, this Note shall be due and payable on the 1st day of the calendar month immediately following the date of such prepayment (the "Re-Amortization Date") and continuing on the 1st day of each calendar month thereafter to and including the Maturity Date set forth above, in the amount, determined in the sole discretion of the Lender, necessary to amortize over a term beginning on the Re-Amortization Date and through and including the Maturity Date, in equal monthly installments, the remaining outstanding principal balance of this Note, together with interest hereon to accrue at the annual interest rate then in effect.

The interest rates set forth in this paragraph are subject to adjustment upon a Determination of Taxability (defined below). The outstanding and unpaid principal balance of this Note bears interest from the Date of Original Issue set forth above to and including May 31, 2016 at the rate of 4.75% per annum (the "Initial Rate"). On June 1, 2016, June 1, 2021 and June 1, 2026 (each such date, a "Rate Adjustment Date"), the annual interest rate shall be adjusted to a rate equal to the sum of (A) 1.31% and (B) the FHLB Five Year Intermediate Term Rate (defined below) in effect on such Rate Adjustment Date. The interest rate adjustment will be calculated by the Lender in its sole discretion and such amount will be rounded to the nearest 0.125%. As of each Rate Adjustment Date the Holder shall determine the interest rate effective on such Rate Adjustment Date and the amount of the monthly installments payable while such interest rate is in effect, and give the City and the Borrower (defined below) written notice of the interest rate and monthly installment so determined, and such interest rate and monthly installment amount shall be conclusive absent manifest error.

Capitalized terms used herein but not otherwise defined shall have the meanings assigned to them in the Loan Agreement. As used herein, the following terms have the following meanings:

"Amortization Date" means June 1, 2011 or such other date as the City, the Borrower and the Lender may agree.

"Borrower" means Community Option Resource Enterprises, Inc., a Montana nonprofit corporation, or any qualified successor or assign under the Loan Agreement.

"Business Day" means any day other than a Saturday or Sunday or other day on which commercial banks in the city in which the principal office of the Lender is located are not open for business.

"Construction Loan Agreement" means the Construction Loan Agreement of even date herewith, between the Borrower and the Lender, as the same may be amended or supplemented from time to time in accordance with the terms thereof.

"Date of Taxability" shall have the meaning ascribed to it in the Loan Agreement.

"Determination of Taxability" shall have the meaning ascribed to it in the Loan Agreement.

“FHLB Five Year Intermediate Term Rate” means the annual rate of interest published by the Federal Home Loan Bank of Seattle, in its money rate tables, as the ‘Intermediate/Long-Term, Fixed-Rate Advance, Bullet: 5 Year’ or if more than one rate is published on any day, the highest of such published rates; provided, however, that if the Federal Home Loan Bank of Seattle ceases publication, Holder and Borrower will designate, in substitution of the Federal Home Loan Bank of Seattle, another publication, consistent with industry standards, as the source for the then prevailing interest rate.

“Loan Agreement” means the Loan Agreement, of even date herewith, between the City and the Borrower, as the same may be amended or supplemented from time to time in accordance with the terms thereof.

“Net Operating Income” shall have the meaning ascribed to it in the Loan Agreement.

“Note” means this Economic Development Revenue Note (COR Enterprises Qualified 501(c)(3) Project), Series 2010, in the maximum aggregate principal amount of \$1,790,000.

“Payment Date” means a date on which a payment of principal or interest or both is due under this Note.

“Tax Exempt Rate” means the Initial Rate as adjusted from and after each Rate Adjustment Date, absent any Determination of Taxability.

In the event that the interest on this Note shall become includable in gross income for purposes of federal income taxation pursuant to a Determination of Taxability, the interest rate specified above shall be increased, from the Date of Taxability, to an annual rate (as adjusted on each Rate Adjustment Date) equal to the sum of (A) ____% and (B) the FHLB Five Year Intermediate Term Rate in effect on such Rate Adjustment Date (such rate, the “Taxable Rate”). The City shall, solely from payments required to be made by the Borrower, (a) immediately upon demand pay to the Holder and to each prior Holder since the Date of Taxability an amount equal to the amount by which the interest accrued at the Taxable Rate from the Date of Taxability to the date of payment exceeds the amount of interest actually accrued hereunder at the Tax-Exempt Rate and paid to the Holder and any such prior Holder during said period, and (b) thereafter pay to the Holder payments of principal and interest on subsequent Payment Dates in amounts computed at the Taxable Rate. Such obligation of the City shall survive the payment in full of the principal amount of this Note.

All payments of principal and interest shall be applied first to interest due on the outstanding principal amount hereof and thereafter in reduction of the principal amount hereof. Interest payments shall be computed on the basis of a 365-day year and the actual number of days elapsed. If any Payment Date is not a Business Day, such payment shall be payable on the next succeeding Business Day.

This Note is subject to prepayment, in whole or in part, at the option of the Borrower on each Payment Date, upon at least 30 days prior written notice to the Holder, such notice specifying all the necessary details of the proposed prepayment. Any partial prepayment shall be applied in inverse order of principal installments payable hereunder and no partial prepayment shall postpone, defer or reduce the amount of monthly installments otherwise payable hereunder. If this Note is prepaid, in whole or in part, from the proceeds of a loan obtained from other than the Lender or its successors that results in such loan being held by a bank or financial institution or lender other than the Lender or its successors, a prepayment premium equal to 103% (expressed as a percentage of the principal amount of this Note so redeemed) shall be due and owing to the Holder, together with the entire principal amount redeemed and interest accrued on the principal amount redeemed to the date fixed for prepayment.

If the Facilities are destroyed or damaged or all or any portion of the Facilities have been taken pursuant to the exercise of the power of eminent domain and the Net Proceeds of any insurance claim or condemnation award are applied by the Holder to the payment of this Note pursuant to the terms of Article Five of the Trust Indenture, such proceeds shall be applied in prepayment of all or a portion of the Loan, as provided in the immediately preceding paragraph, but without prepayment premium.

This Note constitutes an issue in the maximum authorized face amount of \$1,790,000. This Note is issued by the City pursuant to the authority granted by Montana Code Annotated, Title 90, Chapter 5, Part 1, as amended (the "Act"), for the purpose of financing a portion of the costs of designing and constructing a new facility for the purpose of providing vocational and supported living services to adults with disabilities, which shall include office space, production areas and treatment areas, as well as related improvements, to be constructed at Lots 6, 7 and 8 of Woodland Commerce Park Subdivision on Lampman Drive in Billings, Montana to be owned and operated by Borrower and paying costs of associated with the financing of the Project, such funds to be loaned by the City to the Borrower pursuant to the Loan Agreement and advanced pursuant to the Construction Loan Agreement, thereby assisting activities in the public interest and for the public welfare of the City and the State of Montana. This Note is secured by the Trust Indenture. The disbursement of proceeds of this Note is subject to the terms and conditions of the Loan Agreement and the Construction Loan Agreement. All of the agreements, conditions, covenants, provisions, and stipulations contained in the Loan Agreement, Construction Loan Agreement, Trust Indenture and resolutions of the City relating to this Note and the Project are hereby made a part hereof to the same extent and with the same force as of they were set forth fully herein.

This Note shall be registered and shall be transferable upon the books of the City at the office of the Financial Services Manager, City of Billings, Montana, by the Holder hereof in person or by its attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Finance Services Manager, duly executed by the Holder or its duly authorized attorney. Upon such transfer, the Finance Services Manager will note the date of registration and the name and address of the new Holder upon the books of the City and in the registration blank appearing below. Alternatively, the City will, at the request and expense of the Holder, issue a new Note in an aggregate principal amount equal to the unpaid principal balance of this Note, and of like tenor except as to principal amount and the number and amount of the installments payable hereunder, and registered in the name of the Holder or such transferee as may be designated by the Holder. The City may deem and treat the person in whose name this Note is last registered upon the books of the City with such registration also noted on this Note, as the absolute owner hereof, whether or not this Note is overdue, for the purpose of receiving payment of or on account of the principal balance, prepayment price, late charges or interest and for all other purposes, and all such payments so made to the Holder or upon its order shall be valid and effectual to satisfy and discharge the liability upon this Note to the extent of the sum or sums so paid, and the City shall not be affected by any notice to the contrary.

Time is of the essence under this Note. Failure to make any payment under this Note within 10 days after the date on which such payment is due shall constitute an event of default under this Note (an "Event of Default"). An Event of Default shall also include any event of default under the Loan Agreement, Assignment, Trust Indenture or Construction Loan Agreement, or any other event that entitles the Holder to accelerate payment under the Loan Agreement, Trust Indenture or Construction Loan Agreement. Upon the occurrence of an Event of Default, the Holder may at its right and option (subject, however, to such notice as may be required under the Loan Agreement) enforce any right conferred upon Holder under this Note, the Loan Agreement, Assignment, Trust Indenture or Construction Loan Agreement and pursue any other right or remedy allowed by law or equity. Without limitation of the foregoing, upon the occurrence of an Event of Default, the Holder may at its right and option (subject, however, to such notice as may be required under the Loan Agreement) declare immediately due and payable the principal balance of this Note and interest accrued hereon, together with any reasonable

attorneys' fees incurred by the Holder in collecting or enforcing payment hereof, whether suit be brought or not, and all other sums due hereunder or under the Loan Agreement, Assignment, Trust Indenture or Construction Loan Agreement, anything to the contrary herein or therein notwithstanding, and payment hereof and thereof may be enforced and recovered in whole or in part, at any time, by one or more of the remedies provided in this Note, the Loan Agreement, Trust Indenture or the Construction Loan Agreement.

If any payment required under this Note is not received by Holder within 10 days after the date on which such payment is due, Borrower shall pay to Holder on demand a late charge in an amount equal to the lesser of (i) five percent (5%) of the overdue payment or (ii) \$100. Borrower and Holder agree that the late charge is intended to reimburse Holder for the additional expense included in processing delinquent payments and not as a penalty. The imposition or collection of a late charge is in addition to and not in lieu of any other rights or remedies Holder may have as a result of late payment.

THIS NOTE IS NOT A GENERAL OBLIGATION OF THE CITY, BUT RATHER A SPECIAL, LIMITED OBLIGATION OF THE CITY AND SHALL NOT BE PAYABLE FROM NOR CHARGED UPON ANY FUNDS OF THE CITY OTHER THAN PAYMENTS TO BE MADE BY THE BORROWER UNDER THE LOAN AGREEMENT PLEDGED TO THE PAYMENT HEREOF, NOR SHALL THE CITY BE SUBJECT TO ANY LIABILITY HEREON. NO HOLDER OF THIS NOTE SHALL EVER HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE CITY TO PAY THIS NOTE OR THE INTEREST OR ANY LATE CHARGES HEREON, NOR TO ENFORCE PAYMENT HEREOF AGAINST ANY PROPERTY OF THE CITY EXCEPT PAYMENTS TO BE MADE BY THE BORROWER UNDER THE LOAN AGREEMENT PLEDGED TO THE PAYMENT HEREOF. THIS NOTE SHALL NOT CONSTITUTE A CHARGE, LIEN, OR ENCUMBRANCE, LEGAL OR EQUITABLE, AGAINST THE GENERAL CREDIT OF THE CITY OR UPON ANY PROPERTY OF THE CITY, EXCEPT THE PAYMENTS TO BE MADE BY THE BORROWER UNDER THE LOAN AGREEMENT PLEDGED TO THE PAYMENT HEREOF. THIS NOTE, INCLUDING INTEREST, PREMIUM, IF ANY, AND LATE CHARGES, IF ANY, HEREON IS PAYABLE SOLELY FROM THE PAYMENTS TO BE MADE BY THE BORROWER UNDER THE LOAN AGREEMENT PLEDGED TO THE PAYMENT HEREOF. THIS NOTE SHALL NOT CONSTITUTE A DEBT OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION. NEITHER THE STATE OF MONTANA OR ANY OTHER POLITICAL SUBDIVISION SHALL IN ANY EVENT BE LIABLE FOR THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, INTEREST OR LATE CHARGES ON THIS NOTE OR FOR THE PERFORMANCE OF ANY AGREEMENT OF ANY KIND WHATSOEVER THAT MAY BE UNDERTAKEN BY THE CITY. NEITHER THIS NOTE NOR ANY OF THE AGREEMENTS OR OBLIGATIONS OF THE CITY CONTAINED HEREIN OR IN THE LOAN AGREEMENT OR ASSIGNMENT SHALL BE CONSTRUED TO CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISIONS WHATSOEVER, NOR TO CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OR BE A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY. NO FAILURE OF THE CITY OR ANY PARTY TO COMPLY WITH ANY TERM, CONDITION, COVENANT OR AGREEMENT IN THIS NOTE, THE LOAN AGREEMENT OR THE ASSIGNMENT SHALL SUBJECT THE CITY TO LIABILITY FOR ANY CLAIM FOR DAMAGES, COSTS OR OTHER FINANCIAL OR PECUNIARY CHARGE, AND NO EXECUTION ON ANY CLAIM, DEMAND, CAUSE OF ACTION OR JUDGMENT SHALL BE LEVIED UPON OR COLLECTED FROM THE GENERAL CREDIT, GENERAL FUNDS OR TAXING POWERS OF THE CITY.

The Holder shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Holder and then only to the extent specifically set forth in the writing. A waiver with reference to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event.

It is intended that this Note is made with reference to and shall be construed as a Montana contract and governed by the laws of the State of Montana, without giving effect to the conflicts-of-law principles thereof.

This Note may not be amended, modified or changed nor shall any waiver of any provision hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought. No material modification of the terms and conditions of this Note shall be effective without the written consent of the Lender.

If any term of this Note, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Note, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Note shall be valid and enforceable to the fullest extent permitted by law.

The City hereby designates, and acknowledges and approves of the Borrower's designation of, the Note as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3)(G)(ii) of the Internal Revenue Code of 1986, as amended (the "Code"). The limitation set forth in Section 265(b)(3)(G)(i) of the Code is attributed to the Borrower.

IT IS HEREBY CERTIFIED AND RECITED that all conditions, acts and things required to exist, happen, and be performed precedent to or in the issuance of this Note do exist, have happened and have been performed in regular and due time, form and manner as required by law.

IN WITNESS WHEREOF, the City has caused this Note to be duly executed by its duly authorized officers and its official seal affixed all as of the ___ day of September, 2010.

CITY OF BILLINGS, MONTANA

By _____
Mayor

By _____
Financial Services Manager

Attest: _____
City Clerk

(SEAL)

REGISTRATION AND TRANSFER

This Note shall be fully registered as to both principal and interest. No transfer of this Note shall be valid unless and until (1) the registered holder of this Note, or his duly authorized attorney or legal representative, executes the form of assignment appearing on this Note, and (2) the Financial Services Manager, as Registrar, has duly noted the transfer on this Note and recorded the transfer on the Registrar's registration books. The City shall be entitled to deem and treat the person in whose name this Note is registered as absolute owner thereof for all purposes, notwithstanding any notice to the contrary. Payments on account of this Note shall be made only to the order of the registered holder thereof, and all such payments shall be valid and effectual to satisfy and discharge liability upon this Note to the extent of the sum or sums so paid.

REGISTER

The ownership of the unpaid principal balance of this Note and the interest accruing thereon is registered on the books of the City of Billings, Montana in the name of the registered holder appearing on the first page hereof or as last noted below:

<u>Date of Registration</u>	<u>Name and Address of Registered Holder</u>	<u>Signature of Financial Services Manager</u>
September __, 2010	First Interstate Bank West Billings Office 2501 Central Avenue Billings, Montana 59107	_____

THE FOLLOWING ENTRIES ARE TO BE MADE ONLY BY THE REGISTRAR UPON REGISTRATION OF EACH TRANSFER

The Financial Services Manager of the City, acting as Registrar, has transferred, on the books of the City, on the date last noted below, ownership of the principal amount of and the accrued interest on this Note to the new registered holder noted next to such date, except for amounts of principal and interest theretofore paid.

<u>Date of Transfer</u>	<u>Name of New Registered Holder</u>	<u>Signature of Registrar</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

FORM OF ASSIGNMENT

For value received, this Note is hereby transferred and assigned by the undersigned holder,
without recourse, to _____ on this _____ day
of _____, _____.

By: _____
(Authorized Signature)

For: _____
(Holder)

Regular City Council Meeting

Date: 08/23/2010

TITLE: Second Reading of Ordinance to Amend the City Charter and Levy 1 Mill for Planning Services

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

The City Council on August 9, 2010, approved on first reading an ordinance amending the City Charter to add a 1 mill planning levy and approved a resolution seeking voter approval on November 2, 2010, of the amendment to the Charter. The public hearing on the ordinance also was held on August 9. The Council is acting on the second reading of the ordinance at this meeting.

The City Council and residents of the community continue to demand community planning services to improve quality of life, increase economic prosperity and encourage sustainable growth. Current local funding for community planning is not meeting this demand. For example, the Planning Division does not have the resources to coordinate a community discussion on infill or complete the required legislated changes to the subdivision and zoning regulations. Both projects could have a significant impact on how the community grows. An additional 1 mill for community planning services will help address these community planning needs and also enable the City to leverage more Federal Transportation Planning funds for planning in the community.

ALTERNATIVES ANALYZED

- The City Council may pass the ordinance on second reading to amend the City Charter and add a 1 mill levy for planning services; or
- The City Council may disapprove the ordinance on second reading to amend the City Charter and add a 1 mill levy for planning services. If the Council chooses not to pass the ordinance on second reading, this item does not move forward and the proposed ballot language will be removed from the November 2, 2010, ballot.

FINANCIAL IMPACT

A 1 mill planning levy will enable the City to provide more community planning services and bring more Federal funds to the community. A 1 mill levy will generate about \$158,912.00 annually for planning services. A 1 mill planning levy in the City of Billings will increase the annual levy for community planning paid by a residential property owner in the City of a \$100,000 home by approximately \$1.24 per year and the owner of a \$200,000 home by approximately \$2.82 per year. This means that the total amount paid by the owner of a \$200,000 home for planning services in the City based on the existing County-wide levy of 1.22 mills and the new City levy of 1 mill would be approximately \$6.26 per year.

RECOMMENDATION

Staff recommends the City Council approve on second reading the ordinance amending the City Charter to add a 1 mill planning levy and referring approval of the ordinance to voters at the November 2, 2010 general election.

APPROVED BY CITY ADMINISTRATOR

Attachments

Planning Mill Levy Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BILLINGS PROVIDING THAT THE BILLINGS CITY CHARTER BE AMENDED TO ADD SECTION 1.07; PROVIDING FOR A PERMANENT 1 MILL LEVY FOR ADDITIONAL CITY-ONLY PLANNING FOR FUTURE GROWTH AND DEVELOPMENT AND TO ACCESS MORE FEDERAL TRANSPORTATION PLANNING FUNDS FOR BILLINGS, AND SUBMITTING THE PROPOSED AMENDMENT TO THE ELECTORS OF THE CITY AS PROVIDED BY LAW.

WHEREAS, the City of Billings continues to experience population growth, increasing demands from the community for growth management and land use planning, and the continued support of efficient use of public resources, protection of public safety, preservation of property values and sound land use planning; and

WHEREAS, the Planning Division is currently funded $\frac{1}{2}$ by Federal Transportation Planning funds, $\frac{1}{4}$ by fees, and $\frac{1}{4}$ by a County-wide 1.22 mill levy. Revenue from fee-based services is unpredictable while demand for community planning services is increasing, which has resulted in less community planning and a loss of local funds to match Federal Transportation Planning funds for the City; and

WHEREAS, the demands for exceptional City land use planning and growth management exceed the current financial resources available for community planning, and without additional funding, a reduction in community planning services will continue. A permanent 1 mill levy providing resources for community planning and increased access to Federal Transportation Planning funds will be of great benefit and will help ensure quality, long-term growth management and land use planning for the City of Billings, Montana, as detailed below.

Purpose:	Fund additional City-only planning for future growth and development and to access more Federal Transportation Planning funds
Amount:	\$158,912.00 approximately
Mills:	1 Mill, not cumulative (meaning only 1 mill will be assessed annually)
Duration:	Permanent
Impact:	Fair Market Value \$100,000.00 Home = approximately \$1.24 Fair Market Value \$200,000.00 Home = approximately \$2.82

WHEREAS, it is currently projected that in 2011 a 1 mill levy will cost taxpayers approximately \$1.24 per year for a house valued at \$100,000 or approximately \$2.82 per year for a house valued at \$200,000. Because the value of a mill changes on an annual basis, it is not possible to provide an exact dollar amount for 1 mill for each year in the future. However, only 1 mill will be assessed annually. The City Council believes

that this minimal cost to the taxpayers will result in exceptional community planning services that are sustainable and will ensure continued public involvement in the growth and development of the City of Billings.

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

Section 1. That Article I of the Billings, Montana City Charter be amended to add Section 1.07 so that such section shall read as follows:

“Section 1.07. Mill Levy to Fund City Planning.

For the purpose of funding additional City-only planning for future growth and development and to access more Federal Transportation Planning funds for Billings, the City Council shall levy 1 mill for the City’s Planning Division. The levy is permanent, not cumulative (meaning only 1 mill will be assessed annually), and will be in addition to other mill levies authorized by Charter or law.”

Section 2. REFERRAL TO ELECTORS. This ordinance shall be referred to the electors of the City of Billings as soon as possible at a regular or primary election by resolution duly and regularly passed by the City Council.

Section 3. EFFECTIVE DATE. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law, but not until approved by the electors as provided by law.

PASSED by the City Council on first reading this _____ day of _____, 2010.

PASSED, ADOPTED and APPROVED on second reading this _____ day of _____, 2010.

CITY OF BILLINGS

By _____
Mayor

ATTEST:

By _____
City Clerk

Regular City Council Meeting

Date: 08/23/2010

TITLE: Cell Phone/Texting While Driving Ordinance – 2nd Reading

PRESENTED BY: Craig Hensel, Deputy City
Attorney

Department: Legal

Information

PROBLEM/ISSUE STATEMENT

This matter came before Council for 2nd reading on August 9, 2010. The Distracted Driving Ad Hoc Committee Chair, Councilmember Gaghen, was excused and absent from the meeting and requested this matter be postponed until the regular business session of August 23, 2010.

Pursuant to a Council Initiative, the City Attorney's Office was directed to research a ban on text messaging and/or cell phone usage while driving an automobile and to draft a proposed ordinance banning varying degrees of cell phone usage while driving. The Council also directed development of an Ad Hoc Advisory Committee on Distracted Driving Prevention. The attached ordinance was presented to the City Council during a Work Session on July 6, 2010. Members of the Ad Hoc Committee also presented statistics and data collected from multiple sources detailing the dangers of distracted driving. The Ad Hoc Advisory Committee unanimously recommended approval of the proposed ordinance. A public hearing and first reading were held at the City Council meeting on July 26, 2010, and the ordinance was passed on first reading. The proposed ordinance has a delayed effective date of October 31, 2010, to allow sufficient time to educate the public about the new ordinance.

The City Attorney has prepared several brief proposed edits intended to clarify perceived ambiguities in the ordinance which were raised during and after the Council meeting on July 26th, and to expand the exemptions to include "emergency responders". The brief edits to the ordinance made after First Reading are inserted in Attachment "A" and shown by strikethrough and underlined text. A clean copy of the the proposed ordinance reflecting these latest edits is attached as Attachment "B".

ALTERNATIVES ANALYZED

The Council may:

- Pass the ordinance on second reading; or
- Not pass the ordinance on second reading.

FINANCIAL IMPACT

There is no anticipated cost to the City to enact this ordinance.

RECOMMENDATION

Staff recommends the Council approve the attached ordinance on 2nd reading.

APPROVED BY CITY ADMINISTRATOR

Attachments

Proposed Ordinance Showing Latest Edits

Proposed Ordinance

(Attachment A)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THAT THE BILLINGS, MONTANA CITY CODE BE AMENDED BY ADDING A NEW DIVISION TO ARTICLE 24-300 OPERATION OF VEHICLES, TITLED “DIVISION 5. USE OF ELECTRONIC COMMUNICATIONS DEVICES WHILE OPERATING A MOTOR VEHICLE”, AND ADDING NEW SECTIONS TO BE NUMBERED 24-360, 24-361.

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

Section 1. That the Billings, Montana City Code be amended by adding a new division to Article 24-300 OPERATION OF VEHICLES, titled “DIVISION 5. USE OF ELECTRONIC COMMUNICATIONS DEVICES WHILE OPERATING A MOTOR VEHICLE”, and by adding new sections to be numbered 24-360 and 24-361.

Article 24-300 OPERATION OF VEHICLES

DIVISION 5. USE OF ELECTRONIC COMMUNICATIONS DEVICES WHILE OPERATING A MOTOR VEHICLE

Sec. 24-360. Electronic Communications Device Usage While Driving Prohibited

(a) No person shall use or have in their immediate physical possession a hand held electronic communications device while operating a motor vehicle, motorcycle, quadricycle, or a bicycle on a public highway within the city limits of Billings.

(b) “Hand held electronic communications device” includes wireless or cellular phones, PDAs, Blackberries, smart phones, laptop and notebook computers utilizing VOIP (voice over internet protocol) technology, wireless and cellular phones utilizing push-to-talk technology, GPS systems, navigational systems, and any other mobile communication device that uses short-wave analog or digital radio transmissions between the device and a transmitter to permit wireless communications to and from the user of the device.

(c) “Immediate physical possession” means touching the hand held electronic communications device, or physically holding the device in one’s hand or up to one’s ear. Simply having the electronic communications device on one’s person or in a motor vehicle does not constitute immediate physical possession.

(d) Exceptions.

(1) This provision shall not apply to any person reporting a health, fire, safety, or police emergency.

(2) This provision shall not apply to governmental fire agencies, ambulance services, law enforcement agencies, emergency responders, or any other “Authorized Emergency Vehicle” as defined in Montana Code Annotated Sec. 61-8-102(2)(a).

(3) This provision shall not apply to passengers in a motor vehicle, or persons using a hand held electronic communications device while maintaining a motor vehicle in a stationary position, not in gear, while in a parking lane or space out of moving traffic lanes.

(4) This provision shall not apply to persons using a “hands free device”. A “hands free device” is an external device that connects to a wireless telephone, wireless communications device or electronic communications device that allows use of the device without touching the telephone or wireless or electronic communications device with one’s hands, and includes voice-activated technologies that can be utilized without touching the device. Use of a hands free device is permitted while operating a motor vehicle provided the driver does not touch the wireless telephone or wireless or electronic communications device with one’s hands while operating a motor vehicle.

(5) This provision shall not apply to drivers using two way radios while in the performance and scope of their work-related duties.

(6) This provision shall not apply to drivers holding a valid amateur radio operator license issued by the Federal Communications Commission ~~and~~ while using a two way radio.

Sec. 24-361. Penalty.

Persons found to have committed a violation of this division shall be subject to civil penalties as specified in Section 18-1304.

Section 2. EFFECTIVE DATE. This ordinance shall be effective October 31, 2010.

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

Section 4. SEVERABILITY. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this ___ day of _____, 2010.

PASSED, ADOPTED and APPROVED on second reading this ___ day of _____, 2010.

CITY OF BILLINGS

By _____
Thomas W. Hanel, Mayor

ATTEST:

By _____
Cari Martin, City Clerk

(Attachment B)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THAT THE BILLINGS, MONTANA CITY CODE BE AMENDED BY ADDING A NEW DIVISION TO ARTICLE 24-300 OPERATION OF VEHICLES, TITLED “DIVISION 5. USE OF ELECTRONIC COMMUNICATIONS DEVICES WHILE OPERATING A MOTOR VEHICLE”, AND ADDING NEW SECTIONS TO BE NUMBERED 24-360, 24-361.

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

Section 1. That the Billings, Montana City Code be amended by adding a new division to Article 24-300 OPERATION OF VEHICLES, titled “DIVISION 5. USE OF ELECTRONIC COMMUNICATIONS DEVICES WHILE OPERATING A MOTOR VEHICLE”, and by adding new sections to be numbered 24-360 and 24-361.

Article 24-300 OPERATION OF VEHICLES

DIVISION 5. USE OF ELECTRONIC COMMUNICATIONS DEVICES WHILE OPERATING A MOTOR VEHICLE

Sec. 24-360. Electronic Communications Device Usage While Driving Prohibited

(a) No person shall use or have in their immediate physical possession a hand held electronic communications device while operating a motor vehicle, motorcycle, quadricycle, or a bicycle on a public highway within the city limits of Billings.

(b) “Hand held electronic communications device” includes wireless or cellular phones, PDAs, Blackberries, smart phones, laptop and notebook computers utilizing VOIP (voice over internet protocol) technology, wireless and cellular phones utilizing push-to-talk technology, GPS systems, navigational systems, and any other mobile communication device that uses short-wave analog or digital radio transmissions between the device and a transmitter to permit wireless communications to and from the user of the device.

(c) “Immediate physical possession” means touching the hand held electronic communications device, or physically holding the device in one’s hand or up to one’s ear. Simply having the electronic communications device on one’s person or in a motor vehicle does not constitute immediate physical possession.

(d) Exceptions.

(1) This provision shall not apply to any person reporting a health, fire, safety, or police emergency.

(2) This provision shall not apply to governmental fire agencies, ambulance services, law enforcement agencies, emergency responders, or any other “Authorized Emergency Vehicle” as defined in Montana Code Annotated Sec. 61-8-102(2)(a).

(3) This provision shall not apply to passengers in a motor vehicle, or persons using a hand held electronic communications device while maintaining a motor vehicle in a stationary position, not in gear, while in a parking lane or space out of moving traffic lanes.

(4) This provision shall not apply to persons using a “hands free device”. A “hands free device” is an external device that connects to a wireless telephone, wireless communications device or electronic communications device that allows use of the device without touching the telephone or wireless or electronic communications device with one’s hands, and includes voice-activated technologies that can be utilized without touching the device. Use of a hands free device is permitted while operating a motor vehicle provided the driver does not touch the wireless telephone or wireless or electronic communications device with one’s hands while operating a motor vehicle.

(5) This provision shall not apply to drivers using two way radios while in the performance and scope of their work-related duties.

(6) This provision shall not apply to drivers holding a valid amateur radio operator license issued by the Federal Communications Commission while using a two way radio.

Sec. 24-361. Penalty.

Persons found to have committed a violation of this division shall be subject to civil penalties as specified in Section 18-1304.

Section 2. EFFECTIVE DATE. This ordinance shall be effective October 31, 2010.

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

Section 4. SEVERABILITY. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 26th day of July, 2010.

PASSED, ADOPTED and APPROVED on second reading this ____ day of _____, 2010.

CITY OF BILLINGS

By _____
Thomas W. Hanel, Mayor

ATTEST:

By _____
Cari Martin, City Clerk

Regular City Council Meeting

Date: 08/23/2010

TITLE: Danube Court Manufactured Home Park Final Plan Approval

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

The final plan for Danube Court Manufactured Home Park is being presented to Council for approval. On September 21, 2009, the City Council conditionally approved the Danube Court Manufactured Home Park to allow 62 spaces for manufactured homes on approximately 9.72 acres of land. The subject property is located east of Bench Boulevard off of Cherry Creek Loop in the Billings Heights. The property is zoned Residential Manufactured Home (RMH) and is adjacent to the Cherry Creek Manufactured Home Park. Cherry Creek Development, Inc. is the owner, and Sanderson Stewart is the representing agent.

The Planning Division and other applicable City Departments have reviewed this final site plan and find that it and the supporting documents conform to the conditions of preliminary approval and comply with MCA 76-3-611 and BMCC Section 23-307. Since this is a subdivision for rent or lease and no new parcels are being created, a subdivision improvement agreement (SIA) and site plan are the documents that must be recorded for this project. Upon City Council approval, the plan and SIA are appropriate as to form for filing with the Clerk and Recorder.

ALTERNATIVES ANALYZED

The City Council may approve or deny the final plan and SIA of Danube Court Manufactured Home Park. If the City Council chooses to deny the final plan and SIA, it must base the denial on the criteria outlined in MCA 76-3-611 and BMCC Section 23-307.

FINANCIAL IMPACT

If the City Council approves the Danube Court Manufactured Home Park the property will be utilized for manufactured housing and more tax revenues may be generated for the City.

RECOMMENDATION

Staff recommends that the City Council approve the Danube Court Manufactured Home Park and approve of the filing of the Subdivision Improvement Agreement and Site Plan Exhibit.

APPROVED BY CITY ADMINISTRATOR

Attachments

Danube Court Final Plan

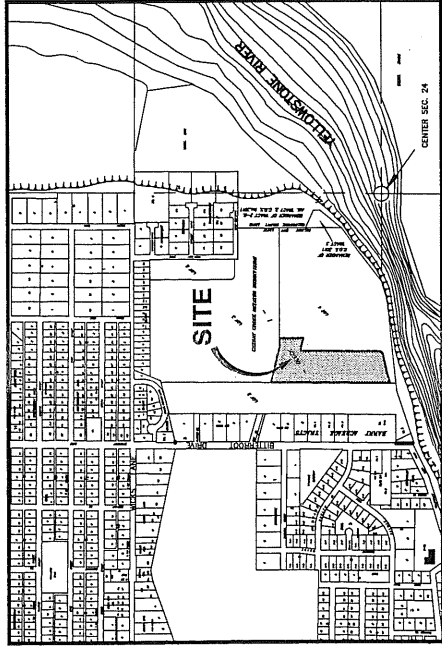
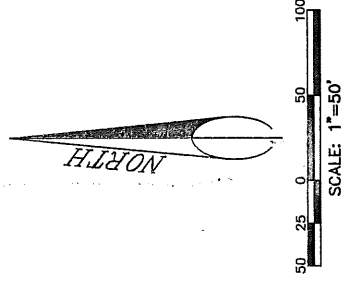
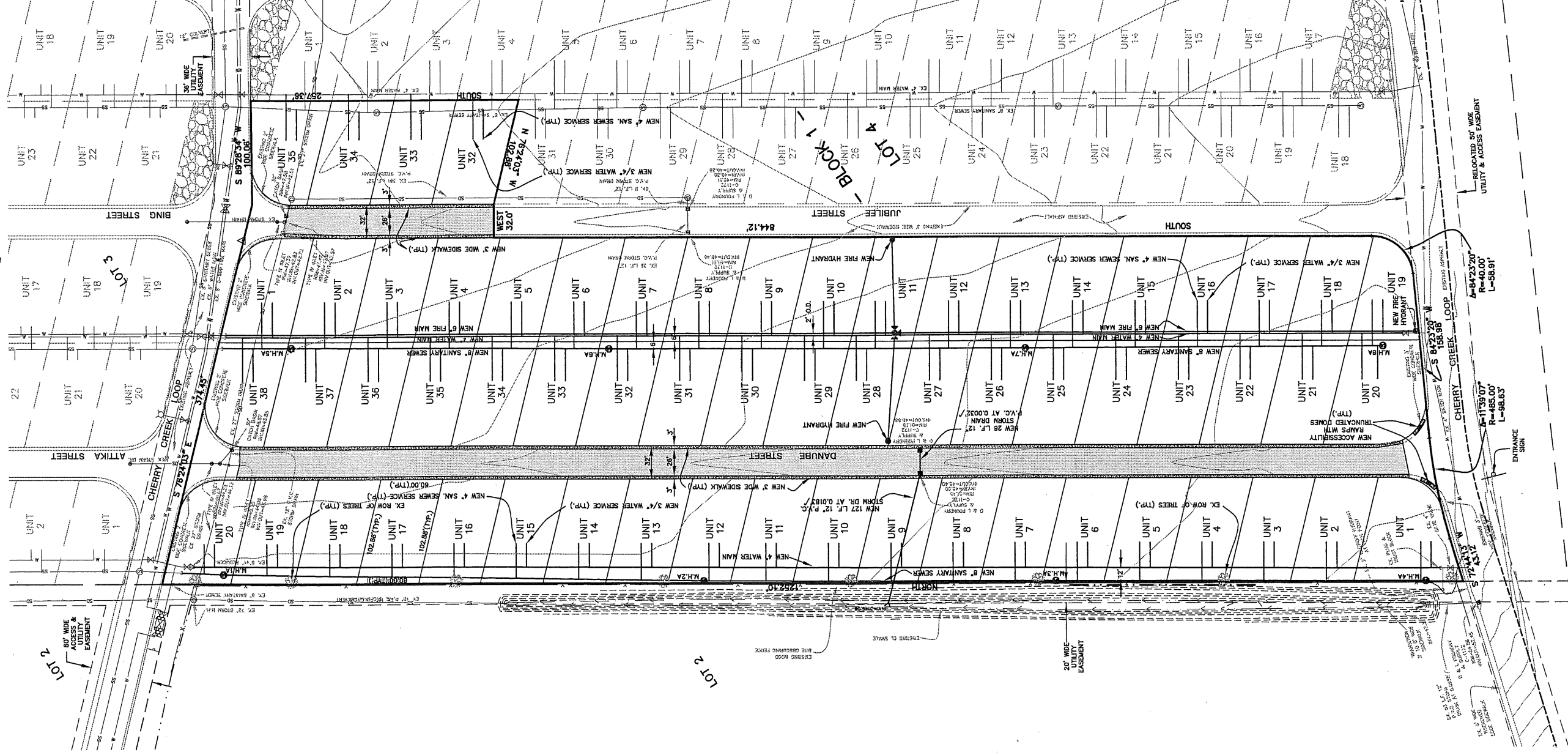
Final_SIA_Developer_Signed

EXHIBIT A
DEVELOPMENT PLAN OF
DANUBE COURT

BEING A PORTION OF LOT 4, BLOCK 1 OF CHERRY CREEK ESTATES SUBDIVISION
BILLINGS, MONTANA

PREPARED FOR : CHERRY CREEK DEVELOPMENT, INC.
PREPARED BY : SANDERSON STEWART

JULY, 2010
BILLINGS, MONTANA



VICINITY MAP
NOT TO SCALE

PLAN DATA	
GROSS AREA	= 9.72 ACRES
NET AREA	= 9.72 ACRES
NUMBER OF UNITS	= 62
PARKLAND REQUIREMENT	= 1.07 ACRES
PARKLAND DEDICATION	= CASH-IN-LEU
LINEAL FEET OF STREETS	= N/A
EXISTING ZONING	= RESIDENTIAL MANUFACTURED HOMES
SURROUNDING ZONING:	NORTH = RESIDENTIAL MANUFACTURED HOMES SOUTH = PUBLIC EAST = RESIDENTIAL MANUFACTURED HOMES WEST = R-9600
EXISTING LAND USE	= VACANT
PROPOSED LAND USE	= RESIDENTIAL MANUFACTURED HOMES

Return to:
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

SUBDIVISION IMPROVEMENTS AGREEMENT
DANUBE COURT
CITY OF BILLINGS
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Return to:
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

SUBDIVISION IMPROVEMENTS AGREEMENT

DANUBE COURT

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between **CHERRY CREEK DEVELOPMENT, INC.**, whose address for the purpose of this agreement is 1955 Cherry Creek Loop; Billings, Montana 59105, hereinafter referred to as "Developer," and the **CITY OF BILLINGS**, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the preliminary plan of Danube Court, a manufactured home park development, being a portion of Lot 4, Cherry Creek Estates Subdivision, located in the City of Billings, Yellowstone County, Montana, was submitted to the Planning and Community Services Department which recommended its approval to the Yellowstone County Board of Planning; and

WHEREAS, at a meeting held by the Yellowstone County Board of Planning on the 25th day of August, 2009, the Board recommended for approval, subject to certain conditions, an area known as the Danube Court; and

WHEREAS, at a special meeting held on the 21st day of September, 2009, the City Council approved, subject to certain conditions, a preliminary plan of Danube Court; and

WHEREAS, a Subdivision Improvements Agreement is required by the City prior to approval of the final plan; and

WHEREAS, the final development plan for Danube Court is attached to this Subdivision Improvements Agreement as Exhibit A; and

WHEREAS, the provisions of this agreement shall be effective and applicable to the plan of Danube Court, upon filing of the final plan thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The subdivision shall comply with all requirements of the City of Billings Subdivision Regulations; the rules, regulations, policies, and resolutions of the City of Billings; and the laws and administrative rules of the State of Montana.

THEREFORE, THE PARTIES TO THIS AGREEMENT, for and in consideration of the mutual promises herein contained, and for other good and valuable consideration, do hereby agree as follows:

I. VARIANCES

No variances are being requested with this development.

II. CONDITIONS THAT RUN WITH THE LAND

- A.** Unit lessees should be aware that this development could contain wildlife migratory routes. Consequently, unit lessees are advised that wildlife indigenous to this area could be found on the property and may impact the developed property and interface with domestic animals, residents, and visitors. Unit lessees may also experience problems with damage to landscaped shrubs, flowers, and gardens. Any impacts associated with wildlife and any damage arising therefrom is the responsibility of the unit lessee.
- B.** Unit lessees should be aware that soil characteristics within the area of this development, as described in the geotechnical investigation report for this property, indicate that there could be potential limitations for proposed construction on the units, which may require a geotechnical investigation prior to construction. Assessment and mitigation, if any, of these conditions shall be the responsibility of the unit lessee.
- C.** There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts, which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Developer and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this

agreement. The Developer and owner specifically agree that they are waiving valuable rights, and do so voluntarily.

- D. An existing wood, sight-obscuring fence provides a buffer along the west boundary of Danube Court to provide screening in accordance with Section 23-603 (e)(2) of Billings City Code.

III. TRANSPORTATION

A. Streets

1. In accordance with Section 23-603 (b)(4) manufactured home park development requirements, Danube Street and Jubilee Street shall be constructed with 26-foot wide internal private paved streets in the manufactured home park (no on-street parking). Two existing streets that provide access to Danube Court are Cherry Creek Loop and Erin Street, and both are 32-foot wide private paved streets. The internal private streets within Danube Court shall utilize a crown section to convey stormwater runoff and shall be reviewed and approved by the City Engineer. Danube Street and Jubilee Street are the internal streets and shall have 3-foot wide sidewalks on each side of the street. Construction of Danube Street and Jubilee Street shall be done by the Developer at no additional expense to the City and shall be completed at the time of initial development. Any street improvements within Danube Court development will be in accordance with the City of Billings Site Development Ordinance, City Zoning Ordinance, the Uniform Building Code, the *Stormwater Management Manual*, and approved by the City Engineer.

The Bitterroot Drive/Cherry Creek Loop intersection was constructed for traffic safety per a previous Traffic Accessibility Study with a “T” intersection as approved by the City of Billings. No further improvements to the Bitterroot Drive/Cherry Creek Loop intersection are required as part of the Danube Court development.

B. Sidewalks

The Developer will be responsible for the construction of the 3-foot wide sidewalk along both sides of Danube Street and Jubilee Street, the private internal streets. The Developer will also be responsible for new

accessibility ramps with truncated domes at the intersection of Danube Street and Cherry Creek Loop.

C. Street Lighting

Street lights along the Danube Street and Jubilee Street within Danube Court shall be installed at the time of project development. Operation and maintenance of these lighting improvements shall be based on a private agreement between the manufactured home court owner and NorthWestern Energy.

D. Traffic Control Devices

Per recommendations in the Traffic Accessibility Study for Danube Court, off-site cash contributions shall be made for the future Hilltop/Bench signal installation and the Hawthorne/Yellowstone River Road left turn bay improvements. The traffic contribution to the future Hilltop/Bench signal is 2.2 percent, which corresponds to a cash contribution of \$2,343.00. The traffic contribution to the Hawthorne/Yellowstone River Road left turn bay is 3.8 percent, which corresponds to a cash contribution of \$7,498.00. Payment of the off-site cash contributions for Danube Court shall be made prior to City Council approval and recording of the final Subdivision Improvement Agreement, Waiver of Right to Protest and Exhibit showing the City approved site plan for Danube Court, and before any manufactured homes are placed on the property, and shall be the total contribution from the Danube Court development.

E. Access

Access to Danube Court is provided from Erin Street and Cherry Creek Loop. Both of these streets currently exist and will provide direct access to Danube Court.

F. Heritage Trail Plan

The Heritage Trail Non-Motorized Trail System plan does not identify any trails through this development. As such, no improvements will occur with this development.

G. Public Transit

No improvements with regard to public transit are anticipated at this time.

IV. EMERGENCY SERVICES

Access is provided to this development from Erin Street and Cherry Creek Loop. The project is within the City of Billings Fire Service area and is served by local ambulance services.

V. STORM DRAINAGE

Storm drainage and surface flow shall be provided by a combination of privately owned and maintained surface drainage and storm drain lines. On-site detention storage shall be handled via existing detention areas. The existing storage pond permits seasonal irrigation flows to pass freely, but shall detain stormwater runoff through control structures located at the outlets of the ponds. The existing stormwater detention infrastructure was constructed under the Cherry Creek Estates manufactured home park City and Montana Department of Environmental Quality approvals, and no further improvements are required. The sizing, number of any new laterals (if any) for the Danube Court area, and their location will be subject to review and approval by the City Engineering Department and in conformance with the *Stormwater Management Manual* and the Montana Department of Environmental Quality.

VI. UTILITIES

Water and sanitary sewer lines shall be sized and installed in conformance with the Montana Department of Environmental Quality.

The area encompassed by the Danube manufactured home court area has previously paid City of Billings' system development fees for the existing sewer and water systems, City of Billings sewer trunk fees, and Heights Water District system development fees for existing meters that serve the mains serving Danube Court. Connections to the Heights Water District system and the City of Billings sewer system exist and are complete.

The design/installation of on-site sanitary sewers and appurtenances, and water mains and appurtenances (fire hydrants) serving Danube Court, shall be in accordance with design standards, specifications, rules and regulations of, and as approved by the Montana Department of Environmental Quality.

A. Water

The manufactured home park will be served by connecting to existing 4-inch water mains within Erin Street and Cherry Creek Loop. A new

4-inch water main will be installed to serve the development as shown on the preliminary plan. Fire hydrants will be provided at all appropriate locations and will be subject to approval by the City of Billings Fire Department. Each unit shall be provided with its own separate water service. All water construction improvements shall be installed in conformance with the design standards, specifications, and rules and regulations of the Montana Department of Environmental Quality.

B. Sanitary Sewer

The manufactured home park will be served by connections to an existing 8-inch sanitary sewer main. The sanitary sewer located within the development will consist of 8-inch sanitary sewer main. Appropriately sized mains and services will provide service to the individual units within the development. The sanitary sewer will connect to the existing collection system in Cherry Creek Estates Subdivision. The collection system in Cherry Creek Estates Subdivision, including the lift station, has been designed to accommodate the units in Danube Court, and was previously approved by the Department of Environmental Quality and by the City of Billings. All sanitary sewer construction improvements shall be installed in conformance with the design standards, specifications, and rules and regulations of the Montana Department of Environmental Quality.

C. Power, Telephone, Gas, and Cable Television

All telephone, gas, electrical power, and cable television lines shall be installed underground prior to surface improvements.

VII. PARKS/OPEN SPACE

Section 23-1002.B.1 of the City of Billings municipal code describes parkland dedication for manufactured homes. Based on the area and density of the proposed development, 1.07 acres of parkland is required for Danube Court. The Developer and City agree that 1.07 acres of the parkland dedication will be met through a cash-in-lieu payment for this development. Cash contribution for parkland shall be determined using Section 23-1006 of the City Subdivision Regulations. The parkland cash contribution shall be provided prior to City Council approval and recording of the final Subdivision Improvement Agreement, Waiver of Right to Protest and Exhibit showing the City approved site plan for Danube Court, and before any manufactured homes are placed on the property.

VIII. SOILS/GEOTECHNICAL STUDY

The Developer has procured a preliminary geotechnical analysis for this development. This geotechnical analysis included items as shown in Appendix F(6) in the City of Billings Subdivision Regulations.

IX. FINANCIAL GUARANTEES

Except as otherwise provided, Developer shall install and construct said required improvements with cash or by private contracts secured by letters of credit or a letter of commitment to lend funds from a commercial lender. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said private contract, and the improvements shall be installed as approved by the City Engineering Department.

X. PHASING OF IMPROVEMENTS

The Developer will commence development of Danube Court in one phase and no additional phasing is proposed. While the improvements are being constructed hereunder, the construction site shall be kept free and clear of all unsightly accumulation of rubbish and debris, and the public shall be protected by the use and maintenance of sufficient and proper barricades, lights, and related construction items as specified in the Manual of Uniform Traffic Control Devices during the course of construction.

XI. LEGAL PROVISIONS

- A.** The Developer agrees to guarantee all public improvements (if any) for a period of one year from the date of final acceptance by the City of Billings.
- B.** The owners of the properties involved in this proposed development, by signature subscribed herein below, agree, consent, and shall be bound by the provisions of the agreement.
- C.** The covenants, agreements, and all statements in this agreement apply to and shall be binding on the heirs, personal representatives, successors, and assigns of the respective parties.
- D.** In the event it becomes necessary for either party to this agreement to retain an attorney to enforce any of the terms or conditions of this

agreement or to give any notice required herein, then the prevailing party giving notice shall be entitled to reasonable attorney fees and costs.

- E.** Any amendments or modifications of this agreement or any provisions herein shall be made in writing and executed in the same manner as this original document, and shall after execution become a part of this agreement.
- F.** The Developer shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Developer acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.
- G.** The owners acknowledges that no manufactured homes may be placed on the property or building permits issued until all required contributions for public improvements to mitigate the development impact or to meet City Subdivision Regulations have been made.

WAIVER OF RIGHTS TO PROTEST

FOR VALUABLE CONSIDERATION, the undersigned, being the Subdivider and Founders of the hereinafter described real property, do hereby waive for a period of 20 years after the date that the final subdivision plat is filed, the right to protest the formation of one or more special improvement district(s) for street light maintenance and energy, and for the construction of streets, street widening, sidewalks, survey monuments, street name signs, curb and gutter, street lights, driveways, traffic signals and traffic control devices, parks and park maintenance, trails, sanitary sewer lines, water lines, storm drains (either within or outside the area), and other improvements incident to the above which the City of Billings may require.

This Waiver and Agreement is independent from all other agreements and are supported by sufficient independent consideration to which the undersigned is a party, and shall run with the land and shall be binding upon the undersigned, its successors and assigns, and the same shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana.

The real property hereinabove mentioned is more particularly described as follows:

Danube Court, being a portion of Lot 4, Cherry Creek Estates Subdivision

"DEVELOPER"

CHERRY CREEK DEVELOPMENT, INC.

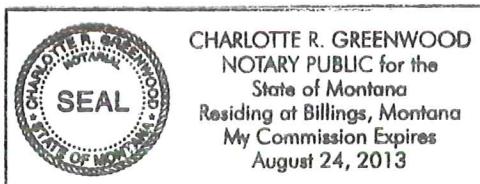
By: *Jack Clause*

Its: *secretary*

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this 3rd day of August, 2010, before me, a Notary Public in and for the State of Montana, personally appeared *Jack Clause*, known to me to be the person who signed the foregoing instrument as the *Secretary* of CHERRY CREEK DEVELOPMENT, INC., and who acknowledged to me that said company executed the same.

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



Charlotte R. Greenwood
Notary Public for the State of Montana
Printed name: _____
Residing in Billings, Montana
My commission expires: _____

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

"DEVELOPER"

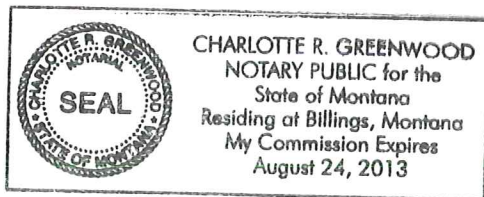
CHERRY CREEK DEVELOPMENT, INC.

By: *J. C. Clark*
JOCK CLARK
Its: *secretary*

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this 3rd day of August, 2010, before me, a Notary Public in and for the State of Montana, personally appeared *Jock Clark*, known to me to be the person who signed the foregoing instrument as the *Secretary* of CHERRY CREEK DEVELOPMENT, INC., and who acknowledged to me that said company executed the same.

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



Charlotte R. Greenwood
Notary Public in and for the State of Montana
Printed name: _____
Residing at: _____
My commission expires: _____

This Agreement is hereby approved and accepted by City of Billings, this _____ day of _____, 2010

“CITY”

CITY OF BILLINGS
MONTANA

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
 :SS
County of Yellowstone)

On this _____ day of _____, 2010, before me, a Notary Public for the State of Montana, personally appeared _____, and _____, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

Notary Public for the State of Montana
Printed name: _____
Residing in Billings, Montana
My commission expires: _____

Approved as to Form:

City Attorney

Regular City Council Meeting

Date: 08/23/2010

TITLE: Final Plat of Miller Crossing Subdivision, 3rd Filing

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

The final plat for Miller Crossing Subdivision, 3rd Filing, is being presented to Council for approval. On December 14, 2009, the City Council conditionally approved two lots on approximately 14.36 acres of land. The subject property is located on the southwest corner of King Avenue East and Orchard Lane. The property is zoned Entryway General Commercial (EGC) and is currently the site of the Sam's Club store. Sanderson Stewart is the representing agent.

The Planning Division and other applicable City Departments have reviewed this final plat and find that the plat and supporting documents conform to the conditions of preliminary plat approval and comply with MCA 76-3-611 and BMCC Section 23-307. Upon City Council approval, the plat and supporting documents are appropriate as to form for filing with the Clerk and Recorder.

ALTERNATIVES ANALYZED

The City Council may approve or deny the final plat of Miller Crossing Subdivision, 3rd Filing. If the City Council chooses to deny the final plat, it must base the denial on the criteria outlined in MCA 76-3-611 and BMCC Section 23-307.

FINANCIAL IMPACT

Should the City Council approve the final plat, an additional lot could facilitate further development on the property which would result in increased tax revenues for the City.

RECOMMENDATION

Staff recommends that the City Council approve the final plat of Miller Crossing Subdivision, 3rd Filing.

APPROVED BY CITY ADMINISTRATOR

Attachments

Final Plat

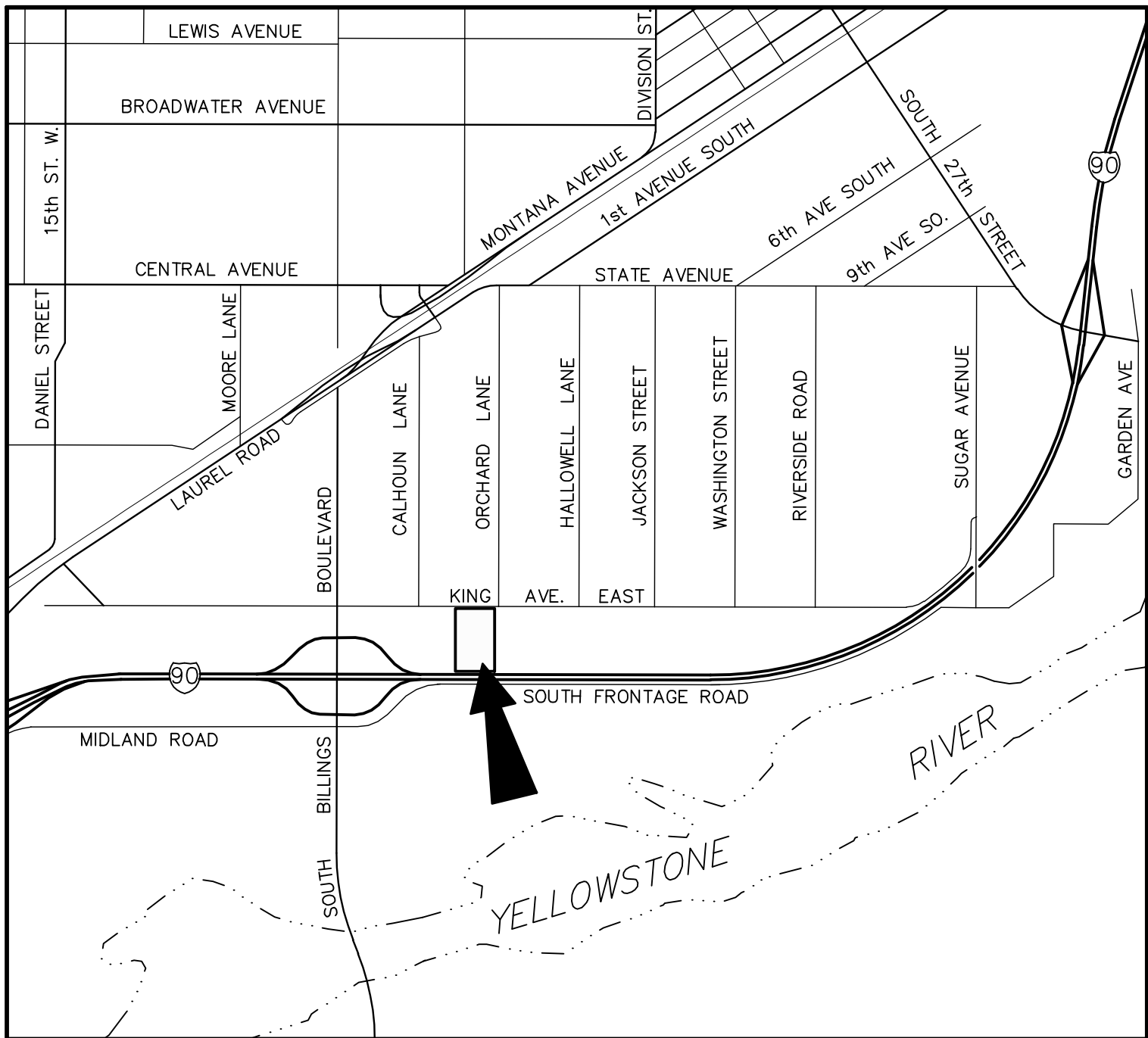
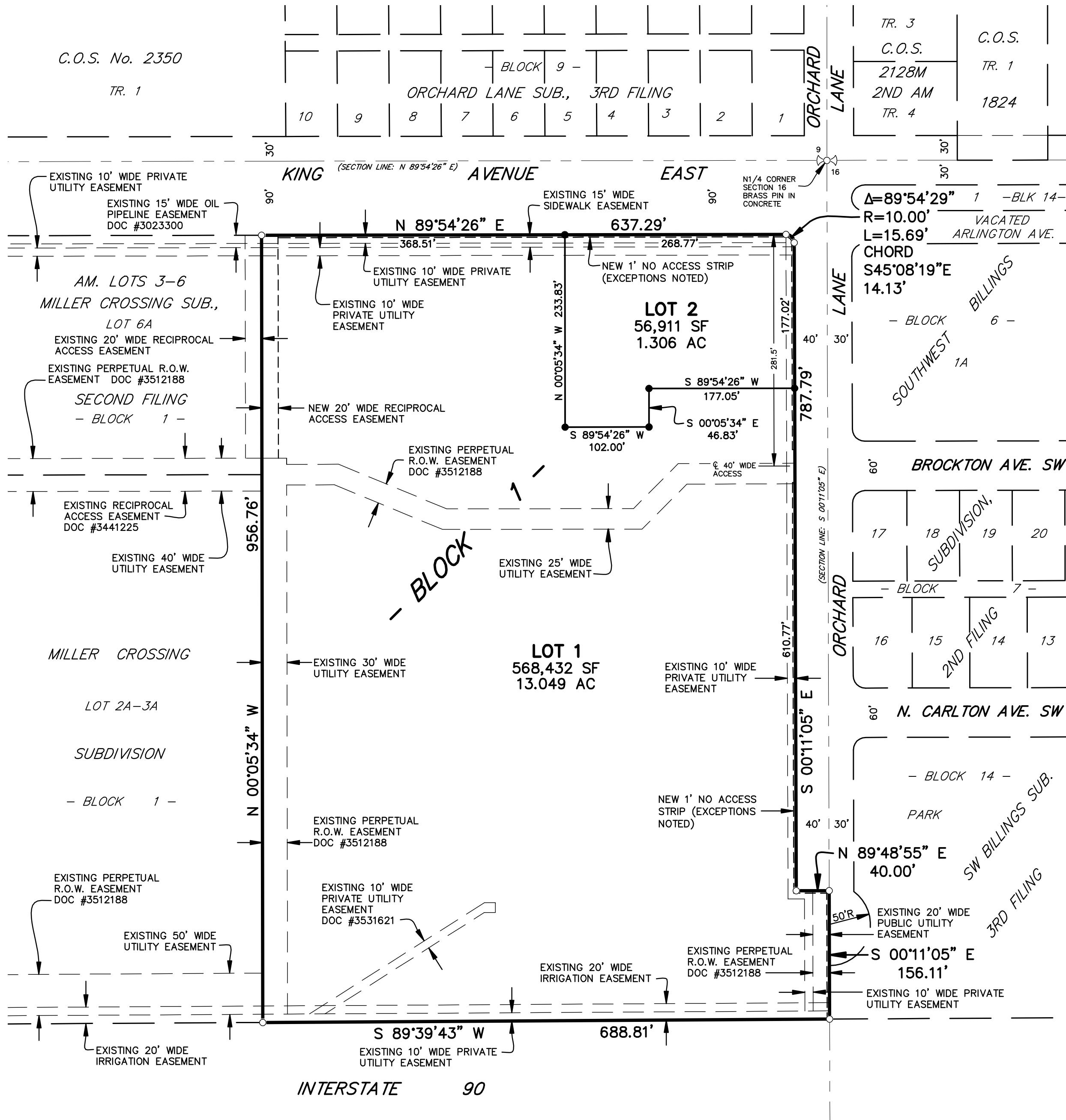
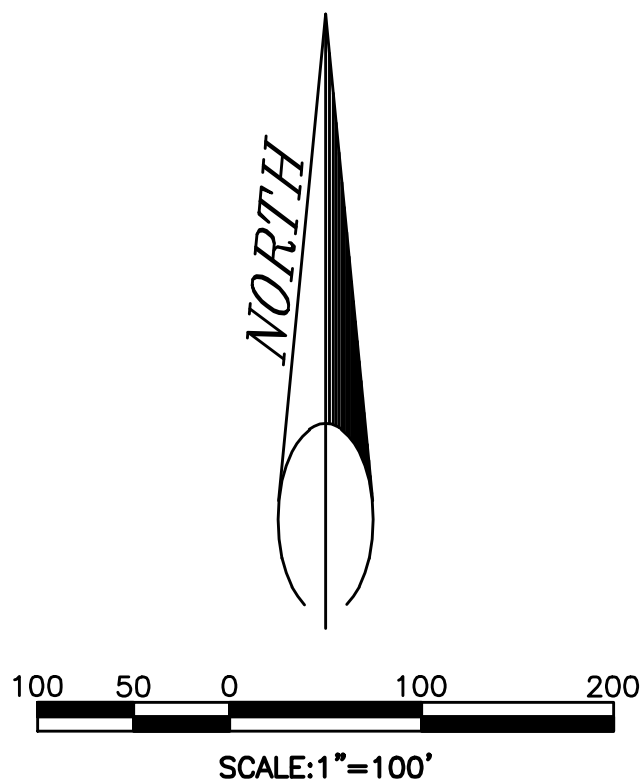
PLAT OF
MILLER CROSSING SUBDIVISION, THIRD FILING
BEING LOT 2A-4A OF AMENDED PLAT OF LOT 2A-4 OF AMENDED PLAT OF LOT 2A OF AMENDED LOTS 2, 3, 4, & 5, BLOCK 1, MILLER CROSSING SUBDIVISION
SITUATED IN THE NW1/4 OF SECTION 16, T. 1 S., R. 26 E., P.M.M.
IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : SAM'S RETAIL BUSINESS TRUST

MAY, 2010

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA



VICINITY MAP

NOT TO SCALE

CERTIFICATE OF DEDICATION

STATE OF MONTANA)
County of Yellowstone) ss

KNOW ALL MEN BY THESE PRESENTS: That the undersigned owner of the following described tract of land, does hereby certify that it has caused to be surveyed, subdivided and platted into lots, blocks and streets as shown on the annexed plat, said tract being situated in the NW1/4 of Section 16, T. 1 S., R. 26 E., P.M.M., in the City of Billings, Yellowstone County, Montana, said tract being more particularly described as follows, to-wit:

Lot 2A-4A of Amended Plat of Lot 2A-4 of Amended Plat of Lot 2A of Amended Lots 2, 3, 4, & 5, Block 1, Miller Crossing Subdivision, according to the official plat on file in the Office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 3506142.

Pursuant to Section 76-3-621 (3)(b), there is no park requirement for this commercial subdivision.

Said tract to be known and designated as MILLER CROSSING SUBDIVISION, THIRD FILING; there is no public land dedication with this plat.

SAM'S REAL ESTATE BUSINESS TRUST,
a Delaware statutory trust

By: _____

Title: _____

STATE OF _____)
County of _____) ss

On this ____ day of _____, 20____, before me, the undersigned Notary Public for the State of _____, personally appeared _____, known to me to be the person who signed the foregoing instrument as _____ of SAM'S REAL ESTATE BUSINESS TRUST, a Delaware statutory trust, and acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

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

CERTIFICATE OF SURVEYOR

STATE OF MONTANA)
County of Yellowstone) ss

The undersigned, a Montana Registered Land Surveyor being first duly sworn, deposes and says that during the month of May, 2010, a survey was performed under his supervision of a tract of land to be known as MILLER CROSSING SUBDIVISION, THIRD FILING, in accordance with the request of the owner thereof and in conformance with the Montana Subdivision and Platting Act; said subdivision, description of boundaries and dimensions being in accordance with the Certificate of Dedication and as shown on the annexed plat; that the monuments found and set are of the character and occupy the positions shown thereon and that the gross and the net area is 625,342 square feet (14.356 acres).

SANDERSON STEWART

By: _____

Montana Registration No. _____

Subscribed and sworn to before me, a Notary Public in and for the State of Montana, this ____ day of _____, 20____.

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

SUBDIVISION IMPROVEMENT AGREEMENT

Document No. _____

CONSENT TO PLATTING

Document No. _____

RECIPROCAL ACCESS AND UTILITY EASEMENTS

Document No. _____

CERTIFICATE OF CITY ENGINEER'S OFFICE

I hereby certify that annexed and forgoing plat conforms with Section 76-4-125(2)(d), M.C.A., for the removal of sanitary restrictions since the plat is inside a master planning area and said lots will be provided with municipal facilities for the supply of water and the disposal of sewage and solid waste.

IN WITNESS WHEREOF, I have executed this CERTIFICATE OF APPROVAL this ____ day of _____, 20____.

City Engineer's Office

BASIS OF BEARING: LOT 2A-4 OF AMENDED PLAT OF LOT 2A OF AMENDED LOTS 2, 3, 4, & 5, BLOCK 1, MILLER CROSSING SUBDIVISION

○ FOUND SURVEY MONUMENT, REBAR AND CAP MARKED "ENGINEERING INC", OR AS NOTED

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

NOTICE OF APPROVAL

STATE OF MONTANA)
County of Yellowstone) ss

This plat has been approved for filing by the Yellowstone County Board of Planning and conforms to the recommendations of this board.

Date _____ President _____

Executive Secretary _____

CERTIFICATE OF CITY COUNCIL APPROVAL

STATE OF MONTANA)
County of Yellowstone) ss

We hereby certify that we have examined the annexed and foregoing PLAT OF MILLER CROSSING SUBDIVISION, THIRD FILING, and find that said plat conforms with the requirements of the laws of the State of Montana, and the requirements of The Yellowstone County Board of Planning. It is therefore approved and the dedication to public use of any and all lands shown on this plat as being dedicated to such use are accepted.

IN WITNESS WHEREOF, we have set our hands and the seal of the CITY OF BILLINGS, MONTANA, this ____ day of _____, 20____.

CITY OF BILLINGS, MONTANA

By: _____ Mayor _____

Attest: _____ City Clerk _____

ERRORS AND OMISSIONS REVIEW

I hereby certify that I have examined the annexed and foregoing plat for errors and omissions in computations and drafting.

Examining Land Surveyor

Date

CERTIFICATE OF CITY ATTORNEY

This document has been reviewed by the City Attorney's office and is acceptable as to form.

Date: _____

Reviewed by: _____

CERTIFICATE OF COUNTY TREASURER

I hereby certify that all real property taxes and special assessments have been paid per 76-3-611(1)(b)/76-3-207(3), M.C.A.

Date: _____

Yellowstone County Treasurer

By: _____ Deputy _____

Regular City Council Meeting

Date: 08/23/2010

TITLE: Payment of Claims July 23, 2010

PRESENTED BY: Pat M. Weber, Financial Services Manager

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$2,451,997.53 have been audited and are presented for your approval for payment. A complete listing of the claims dated July 23, 2010, is available in the Finance Department.

ALTERNATIVES ANALYZED

The Council may:

- Approve the payment of claims; or
- Not approve the payment of claims.

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends that Council approve Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

List of claims greater than \$2500.

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
07/23/2010	734787	BILLINGS COMMUNITY CABLE	413			25,000.00	
10-1411-414.72-66	07/19/2010	MISC SERVICES	2010-2011 FIST	276505	01/2011	25,000.00	
07/23/2010	734789	BILLINGS DEPOT INC	11948			24,833.34	
660-3110-431.53-11	07/16/2010	RENT AUGUST SEPTEMBER	AUGUST	276422	01/2011	9,933.34	
670-3141-489.53-11	07/16/2010	RENT AUGUST SEPTEMBER	AUGUST	276422	01/2011	14,900.00	
07/23/2010	734794	BLACK BOX NETWORK SERVICES	19541			90,009.40	
606-1931-484.94-80	07/21/2010	MISC SERVICES	2216889	275678	01/2011	79,989.40	
620-1911-482.53-70	07/21/2010	MISC SERVICES	2217876 2217875	275995	01/2011	10,020.00	
07/23/2010	734796	BRIDGESTONE/FIRESTONE INC	9094			2,674.77	
571-7144-713.23-90	07/16/2010	AUTO &TRUCK MAINT.ITEMS	05-58195	276489	01/2011	2,674.77	
07/23/2010	734799	BUSINESS TAX SECTION	2449			12,043.79	
407-7128-711.93-97	06/30/2010	MISC SERVICES	274391-3	274391	13/2010	1,694.69	
490-5161-452.93-70	06/30/2010	WO0307 ALK CR PATH	CORRECTION	274414	13/2010	66.29-	
490-5161-452.93-70	06/30/2010	WO0307 ALK CRK PATH	CORRECTION	274414	13/2010	66.29	
406-7119-711.92-90	06/30/2010	MISC SERVICES	275837-1	275837	13/2010	47.28	
205-3131-433.93-10	07/19/2010	WO 07-20 POLY DRIVE	CO# 1	263197	01/2011	8.54-	
205-3131-433.93-10	07/19/2010	WO 07-20 POLY DRIVE	CO# 1	263197	01/2011	8.54	
845-3186-431.93-10	07/19/2010	SID 1379 KING AVE WEST	CO #5	268006	01/2011	45.14	
845-3186-431.93-10	07/19/2010	SID 1379 KING AVE WEST	268006	268006	01/2011	45.14-	
840-0000-201.10-00	06/30/2010	WO0105 LAKE HILLS STRMWTR	RET RELEASE	263201	13/2010	205.04	
503-7491-603.93-90	07/21/2010	WO1006 STAPLES RESERVOIR	1	276283	01/2011	274.07	
513-8591-625.93-40	06/30/2010	WO1001 WTR/SWR REPLC PRJ	2	274056	13/2010	2,362.78	
503-7591-609.93-40	06/30/2010	WO1001 WTR/SWR REPLC PRJ	2	274058	13/2010	2,994.80	
503-7591-609.93-40	06/30/2010	WO1001 WTR/SWR REPLC PRJ	1	274400	13/2010	2,319.67	
513-8591-625.93-40	06/30/2010	WO1001 WTR/SWR REPLC PRJ	1	274400	13/2010	2,032.20	
210-5151-452.93-90	06/30/2010	WO0307 ALKALI CR	1	274411	13/2010	98.06	
490-5161-452.93-70	06/30/2010	WO0307 ALKALI CR	1	274411	13/2010	15.20	
503-7491-603.93-90	07/22/2010	WO1006 STAPLES RESERVOIR	CORRECTION PY#1	276283	01/2011	274.07-	
503-7491-603.93-90	07/22/2010	WO1006 STAPLES RESERV	1	276283	01/2011	137.04	
503-7491-603.93-90	06/30/2010	WO1006 STAPLES RESERV	PYMT #1	276283	13/2010	137.03	
07/23/2010	734805	CHICAGO TITLE INSURANCE CO	754			10,000.00	
289-6581-464.72-77	07/21/2010	MISC SERVICES	IVERSON, ARLANA	276563	01/2011	10,000.00	
07/23/2010	734806	CH2M HILL INC	21279			16,560.00	
845-3186-431.93-10	06/30/2010	WO0520 ARONSON AVE	1	276536	13/2010	16,560.00	
07/23/2010	734807	CITY OF BILLINGS	17342			11,212.64	
210-5151-452.93-90	06/30/2010	WO0307 ALKALI CR	1	274408	13/2010	9,707.91	
490-5161-452.93-70	06/30/2010	WO0307 ALKALI CR	1	274408	13/2010	1,504.73	
150-2111-421.39-63	07/21/2010	JUNE 2010 HOURLY VALIDATI	JUNE VALIDATION	F11313	01/2011	33.25	
150-2111-421.39-63	07/22/2010	CORRECTION TO FPO 11313	CORRECT F11313	F11322	01/2011	33.25-	
07/23/2010	734812	COP CONSTRUCTION CO	865			727,320.03	
503-7591-609.93-40	06/30/2010	WO1001 WTR/SWR REPLC PRJ	2	274057	13/2010	296,485.32	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
503-7591-609.93-40	06/30/2010	WO1001 WTR/SWR REPLC PRJ	1	274399	13/2010	229,647.08	
513-8591-625.93-40	06/30/2010	WO1001 WTR/SWR REPLC PRJ	1	274399	13/2010	201,187.63	
07/23/2010	734822	DELL COMPUTER L P	13426			9,158.23	
620-1911-482.29-25	06/30/2010	MISC SERVICES	XDWX95P24	275539	13/2010	1,625.50	
601-1550-481.29-25	06/30/2010	MISC SERVICES	XDWX969C7	275550	13/2010	2,699.98	
620-1911-482.29-25	06/30/2010	MISC SERVICES	XDWX96914	275557	13/2010	1,647.31	
150-2150-421.29-25	06/30/2010	MISC SERVICES	XDWX95MP5	275558	13/2010	1,647.31	
10-1212-412.29-25	06/30/2010	MISC SERVICES	XDXHR14W3	275776	13/2010	1,538.13	
07/23/2010	734825	DEPT OF JUSTICE DCI	17163			7,152.97	
255-2145-421.12-20	06/30/2010	HIDTA OT	MAGNUSON OT	276543	13/2010	1,578.15	
252-2187-421.12-20	06/30/2010	MISC SERVICES	OT-ICAC RECOVER	276573	13/2010	5,574.82	
07/23/2010	734832	DOWNTOWN BILLINGS PARTNERSHIP	13457			46,000.00	
203-1513-466.79-46	07/01/2010	PRIOR YEAR ENCUMBRANCES	21	276394	01/2011	43,000.00	
203-1513-466.35-47	07/21/2010	MISC SERVICES	FINAL HIST DIST	276574	01/2011	3,000.00	
07/23/2010	734843	FIELD INSTRUMENTS & CONTROLS	14542			4,030.76	
512-8500-625.23-60	07/16/2010	MISC SERVICES	145190	276456	01/2011	256.16	
512-8500-625.23-60	07/16/2010	MISC SERVICES	145191	276456	01/2011	3,774.60	
07/23/2010	734845	FIRST INTERSTATE BANK	1303			7,465.31	
723-6595-465.62-00	07/21/2010	MISC SERVICES	1100216095	276582	01/2011	7,465.31	
07/23/2010	734846	FIRST INTERSTATE BANK	16964			7,682.00	
201-1507-466.79-68	07/21/2010	MISC SERVICES	EAST TIF AGREEM	276575	01/2011	7,682.00	
07/23/2010	734847	FIRST MONTANA TITLE CO	1304			10,000.00	
289-6581-464.72-77	07/21/2010	MISC SERVICES	WRIGHT / RIGGS	276555	01/2011	10,000.00	
07/23/2010	734848	FIRST MONTANA TITLE CO	1304			15,000.00	
289-6581-464.72-77	07/21/2010	MISC SERVICES	LIETAERT, MATT	276557	01/2011	15,000.00	
07/23/2010	734849	FIRST MONTANA TITLE CO	1304			15,000.00	
289-6581-464.72-77	07/21/2010	MISC SERVICES	HAACKKE, TERRI	276558	01/2011	15,000.00	
07/23/2010	734850	FIRST MONTANA TITLE CO	1304			15,000.00	
289-6581-464.72-77	07/21/2010	MISC SERVICES	DEWITT, JUSTIN	276559	01/2011	15,000.00	
07/23/2010	734851	FIRST MONTANA TITLE CO	1304			15,000.00	
289-6581-464.72-77	07/21/2010	MISC SERVICES	BAKER, LOREN	276560	01/2011	15,000.00	
07/23/2010	734852	FIRST MONTANA TITLE CO	1304			15,000.00	
289-6581-464.72-77	07/21/2010	MISC SERVICES	PADILLA, APRIL	276568	01/2011	15,000.00	
07/23/2010	734858	GENERAL ELECTRIC CAPITAL CORP	19598			9,370.42	
150-2150-421.61-00	07/22/2010	MISC SERVICES	TOUGH	276597	01/2011	4,366.23	
150-2150-421.61-00	07/22/2010	MISC SERVICES	TOUGH	276597	01/2011	4,366.23	
150-2150-421.62-00	07/22/2010	MISC SERVICES	TOUGH	276597	01/2011	318.98	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
150-2150-421.62-00	07/22/2010	MISC SERVICES	TOUGH	276597	01/2011	318.98	
07/23/2010 734862	HAMPLES EXCAVATION	1580				4,681.15	
406-7119-711.92-90	06/30/2010	MISC SERVICES	275836-1	275836	13/2010	4,681.15	
07/23/2010 734866	HDR INC	1544				6,243.75	
503-7491-603.93-90	06/30/2010	WO1006 STAPLES RESERVOIR	213093-H	273997	13/2010	1,401.61	
513-8491-623.93-90	06/30/2010	WO0908 WWTP WTR LINE	13	266958	13/2010	1,395.95	
845-3186-431.93-10	06/30/2010	WO0915 GRAND/ZIMMERMAN	7	270652	13/2010	3,446.19	
07/23/2010 734868	HERITAGE MICROFILM	17311				4,986.00	
260-5519-455.33-80	07/15/2010	2011 BILLINGS GAZETTE MIC	200317	F11276	01/2011	4,986.00	
07/23/2010 734869	HILL MASONRY INC	21228				2,920.00	
502-7314-602.24-50	06/30/2010	NONSTOCKING ITEMS-P.U.D.	4285	275825	13/2010	1,460.00	
512-8314-622.24-50	06/30/2010	NONSTOCKING ITEMS-P.U.D.	4285	275825	13/2010	1,460.00	
07/23/2010 734870	HKM ENGINEERING INC	10883				8,382.83	
205-3131-433.93-10	06/30/2010	WO0821 LAKE ELMO DR	2	274946	13/2010	4,382.83	
438-3165-431.93-11	06/30/2010	WO0821 LAKE ELMO DR	2	274946	13/2010	2,000.00	
840-3184-431.93-10	06/30/2010	WO0821 LAKE ELMO DR	2	274946	13/2010	2,000.00	
07/23/2010 734877	INGRAM BOOK COMPANY	1820				8,149.49	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52036904	276075	01/2011	10.17	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52036905	276075	01/2011	4.71	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52036906	276075	01/2011	29.44	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52036907	276075	01/2011	7.77	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52036908	276075	01/2011	157.45	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52036909	276075	01/2011	61.44	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52036910	276075	01/2011	13.17	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52167989	276075	01/2011	23.58	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52167990	276075	01/2011	105.14	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52167991	276075	01/2011	37.89	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52167992	276075	01/2011	20.65	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52167993	276075	01/2011	24.88	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52167994	276075	01/2011	81.89	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52167995	276075	01/2011	14.75	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52167996	276075	01/2011	17.94	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52167997	276075	01/2011	61.27	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52167998	276075	01/2011	30.05	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52167999	276075	01/2011	11.97	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52168000	276075	01/2011	16.19	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52168001	276075	01/2011	14.74	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52168002	276075	01/2011	9.58	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52168003	276075	01/2011	130.92	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52306636	276075	01/2011	15.33	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52306637	276075	01/2011	144.68	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52306638	276075	01/2011	106.11	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52306639	276075	01/2011	19.77	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52306640	276075	01/2011	156.80	

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260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52306641	276075	01/2011	16.51	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52306642	276075	01/2011	15.34	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52306643	276075	01/2011	19.24	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52306644	276075	01/2011	31.84	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52306645	276075	01/2011	136.18	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52306646	276075	01/2011	14.74	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52306647	276075	01/2011	5.99	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52306648	276075	01/2011	8.99	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52306649	276075	01/2011	814.75	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52306650	276075	01/2011	207.93	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52306651	276075	01/2011	1,198.85	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52306652	276075	01/2011	14.74	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52306653	276075	01/2011	15.34	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52306654	276075	01/2011	14.75	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52306655	276075	01/2011	133.22	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52306656	276075	01/2011	1,612.20	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52306657	276075	01/2011	63.60	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52318480	276075	01/2011	8.40	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52318481	276075	01/2011	15.37	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52318482	276075	01/2011	7.77	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52318483	276075	01/2011	89.64	
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260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52326254	276075	01/2011	85.71	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52366579	276075	01/2011	28.89	
260-5519-455.32-55	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52366580	276075	01/2011	1,870.46	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52366581	276075	01/2011	14.75	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52366582	276075	01/2011	15.90	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52366583	276075	01/2011	12.98	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52380172	276075	01/2011	25.13	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52380173	276075	01/2011	29.90	
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260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52443992	276075	01/2011	14.13	
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260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52443998	276075	01/2011	39.27	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52443999	276075	01/2011	35.03	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52444000	276075	01/2011	45.37	
260-5519-455.32-26	07/21/2010	PUBLICATIONS/AUDIOVISUAL	52444001	276075	01/2011	30.62	
07/23/2010	734879	INTERSTATE POWERSYSTEMS	17926			3,009.05	
571-7144-713.23-20	07/15/2010	MP	14373.01	276445	01/2011	237.63	
601-0000-141.71-41	07/16/2010	MP	14406.01		01/2011	2,330.26	
571-7144-713.23-20	07/16/2010	MP	14454.01	276482	01/2011	1,133.01	
150-2226-422.24-50	07/20/2010	FIRE1:GENERATOR CHK JUL6	R007011431 FR1	276388	01/2011	270.00	
571-7144-713.23-20	07/21/2010	MP	RO91000592.01	276617	01/2011	961.85-	
07/23/2010	734884	JTL GROUP INC DBA KNIFE RIVER	2417			167,774.10	
407-7128-711.93-97	06/30/2010	MISC SERVICES	274390-3	274390	13/2010	167,774.10	
07/23/2010	734890	KREITER CONSTRUCTION	6915			27,132.73	
503-7491-603.93-90	07/21/2010	WO1006 STAPLES RESERV	1	276282	01/2011	27,132.73	

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
503-7491-603.93-90	07/22/2010	W01006 STAPLES RESERVOIR	CORRECTION PY#1	276282	01/2011	27,132.73-	
503-7491-603.93-90	07/22/2010	W01006 STAPLES RESERV	1	276282	01/2011	13,566.36	
503-7491-603.93-90	06/30/2010	W01006 STAPLES RESRVR	PYMT #1	276282	13/2010	13,566.37	
07/23/2010 734895	LIVING INDEPENDENTLY FOR	4964				3,100.00	
295-6552-463.72-75	07/21/2010	MISC SERVICES	REQUEST #3	276570	01/2011	3,100.00	
07/23/2010 734898	LOCAL 521	7898				36,075.00	
150-2223-422.22-60	07/16/2010	CLOTHING ALLOWANCE:FY2011	CLOTHING 2011	276487	01/2011	1,625.00	
150-2224-422.22-60	07/16/2010	CLOTHING ALLOWANCE:FY2011	CLOTHING 2011	276487	01/2011	325.00	
150-2229-422.22-60	07/16/2010	CLOTHING ALLOWANCE:FY2011	CLOTHING 2011	276487	01/2011	34,125.00	
07/23/2010 734905	MCKINSTRY CO LLC	21281				115,340.00	
233-7104-711.35-90	06/30/2010	MISC SERVICES	42681	276577	13/2010	115,340.00	
07/23/2010 734908	MES-NW	19056				10,374.01	
150-2231-422.26-90	07/15/2010	SHELTERS/WLDLND/QRV EQUIP	00170507 QRV	275218	01/2011	2,070.00	
150-2231-422.26-90	07/15/2010	SHELTERS/WLDLND/QRV EQUIP	00170507 QRV	275218	01/2011	23.84	
150-2231-422.26-40	07/15/2010	GOGGLES/WLDLND/QRV EQUIP	00173240 QRV	275218	01/2011	702.00	
150-2231-422.26-90	07/15/2010	GOGGLES/WLDLND/QRV EQUIP	00173240 QRV	275218	01/2011	10.45	
150-2231-422.26-90	07/15/2010	NOZZLES/WLDLND/QRV EQUIP	00173481 QRV	275218	01/2011	824.00	
150-2231-422.26-90	07/15/2010	NOZZLES/WLDLND/QRV EQUIP	00173481 QRV	275218	01/2011	1,466.00	
150-2231-422.26-90	07/15/2010	NOZZLES/WLDLND/QRV EQUIP	00173481 QRV	275218	01/2011	19.72	
150-2231-422.26-90	07/15/2010	NOZZLE/HOSE/QRV EQUIP	00174082 QRV	275218	01/2011	330.00	
150-2229-422.26-40	07/15/2010	SCBA/HEADNET/NOSE CUPS	00175530 SCBA	275253	01/2011	4,557.10	
150-2229-422.26-40	07/15/2010	SCBA/HEADNET/NOSE CUPS	00175530 SCBA	275253	01/2011	97.90	
150-2229-422.26-40	07/16/2010	BOOTS/STRUCT.BIGGINS	00173046 BIGGIN	272723	01/2011	268.67	
150-2229-422.26-40	07/16/2010	BOOTS/STRUCT.BIGGINS	00173046 BIGGIN	272723	01/2011	4.33	
07/23/2010 734911	MIDWEST TAPE	13470				7,592.30	
260-5519-455.32-23	07/20/2010	PUBLICATIONS/AUDIOVISUAL	2216305	276073	01/2011	382.15	
260-5519-455.32-23	07/20/2010	PUBLICATIONS/AUDIOVISUAL	2216306	276073	01/2011	1,198.05	
260-5519-455.32-23	07/20/2010	PUBLICATIONS/AUDIOVISUAL	2216307	276073	01/2011	43.98	
260-5519-455.32-23	07/20/2010	PUBLICATIONS/AUDIOVISUAL	2216308	276073	01/2011	301.61	
260-5519-455.32-23	07/20/2010	PUBLICATIONS/AUDIOVISUAL	2216309	276073	01/2011	39.98	
260-5519-455.32-23	07/20/2010	PUBLICATIONS/AUDIOVISUAL	2216310	276073	01/2011	13.99	
260-5519-455.32-23	07/20/2010	PUBLICATIONS/AUDIOVISUAL	2222591	276073	01/2011	53.57	
260-5519-455.32-23	07/20/2010	PUBLICATIONS/AUDIOVISUAL	2222592	276073	01/2011	30.38	
260-5519-455.32-23	07/20/2010	PUBLICATIONS/AUDIOVISUAL	2222593	276073	01/2011	1,578.07	
260-5519-455.32-23	07/20/2010	PUBLICATIONS/AUDIOVISUAL	2222594	276073	01/2011	666.68	
260-5519-455.32-23	07/20/2010	PUBLICATIONS/AUDIOVISUAL	2222595	276073	01/2011	66.97	
260-5519-455.32-23	07/20/2010	PUBLICATIONS/AUDIOVISUAL	2222596	276073	01/2011	1,063.98	
260-5519-455.32-23	07/20/2010	PUBLICATIONS/AUDIOVISUAL	2222597	276073	01/2011	40.17	
260-5519-455.32-23	07/20/2010	PUBLICATIONS/AUDIOVISUAL	2222598	276073	01/2011	242.23	
260-5519-455.32-23	07/20/2010	PUBLICATIONS/AUDIOVISUAL	2222599	276073	01/2011	6.39	
260-5519-455.32-23	07/20/2010	PUBLICATIONS/AUDIOVISUAL	2222600	276073	01/2011	13.99	
260-5519-455.32-23	07/20/2010	PUBLICATIONS/AUDIOVISUAL	2223118	276073	01/2011	23.98	
260-5519-455.32-23	07/20/2010	PUBLICATIONS/AUDIOVISUAL	2223119	276073	01/2011	103.92	
260-5519-455.32-23	07/20/2010	PUBLICATIONS/AUDIOVISUAL	2223120	276073	01/2011	242.30	
260-5519-455.32-23	07/20/2010	PUBLICATIONS/AUDIOVISUAL	2223121	276073	01/2011	56.79	

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260-5519-455.32-23	07/20/2010	PUBLICATIONS/AUDIOVISUAL	2223124	276073	01/2011	17.99	
260-5519-455.32-23	07/20/2010	PUBLICATIONS/AUDIOVISUAL	2229085	276073	01/2011	23.98	
260-5519-455.32-23	07/20/2010	PUBLICATIONS/AUDIOVISUAL	2229086	276073	01/2011	376.61	
260-5519-455.32-23	07/20/2010	PUBLICATIONS/AUDIOVISUAL	2229087	276073	01/2011	111.94	
260-5519-455.32-23	07/20/2010	PUBLICATIONS/AUDIOVISUAL	2229088	276073	01/2011	96.78	
260-5519-455.32-23	07/20/2010	PUBLICATIONS/AUDIOVISUAL	2229089	276073	01/2011	452.85	
260-5519-455.32-23	07/20/2010	PUBLICATIONS/AUDIOVISUAL	2229091	276073	01/2011	87.96	
260-5519-455.32-23	07/20/2010	PUBLICATIONS/AUDIOVISUAL	2229092	276073	01/2011	14.39	
260-5519-455.32-23	07/20/2010	PUBLICATIONS/AUDIOVISUAL	2229093	276073	01/2011	39.98	
07/23/2010	734916	MONTANA DAKOTA UTILITIES CO	2492			3,223.36	
10-5122-451.34-40	07/22/2010	REC	05552021		01/2011	22.49	
150-2221-422.34-40	07/22/2010	FIRE	05597121		01/2011	136.66	
502-7400-603.34-40	07/22/2010	PUD	05780623		01/2011	10.40	
10-5126-451.34-40	07/22/2010	REC	05839223		01/2011	2,944.10	
10-5122-451.34-40	07/22/2010	REC	05863221		01/2011	12.95	
150-2221-422.34-40	07/22/2010	FIRE	05937321		01/2011	43.51	
150-2221-422.34-40	07/22/2010	FIRE	06637925		01/2011	53.25	
07/23/2010	734917	MONTANA DEPARTMENT OF	17643			22,877.60	
541-3123-435.76-35	07/14/2010	LANDFILL LICENSE *113	SWP113B-11	276353	01/2011	22,877.60	
07/23/2010	734918	MONTANA DEPT OF JUSTICE	CJIN 2498			4,037.21	
225-2232-422.35-90	07/15/2010	CJIN/BLGS/911/JUL10-JUN11	2011-9-22867	276405	01/2011	4,037.21	
07/23/2010	734920	MONTANA DEPT OF TRANSPORTATION	2496			3,617.77	
503-7591-609.93-40	06/30/2010	WO0818 AIRPORT RD	AR# 28221	276503	13/2010	578.85	
205-3131-433.93-10	06/30/2010	WO0210 BENCH CONNECTION	AR# 27083	276518	13/2010	3,038.92	
07/23/2010	734922	MONTANA STATE LIBRARY	2548			9,400.00	
260-5519-455.32-21	07/15/2010	MYMONTANALIBRARY2GO FY 11	PARMLY FY2011	F11277	01/2011	8,400.00	
260-5519-455.32-21	07/15/2010	E-BOOKS COLLECTION FOR MO	PARMLY FY2011	F11277	01/2011	1,000.00	
07/23/2010	734926	MORRISON MAIERLE INC	2572			38,994.49	
407-7128-711.93-97	06/30/2010	MISC SERVICES	101098	274011	13/2010	13,751.55	
407-7128-711.93-97	06/30/2010	MISC SERVICES	274012	274012	13/2010	5,626.02	
407-7128-711.93-97	06/30/2010	MISC SERVICES	274012	274012	13/2010	1,406.50	
405-7125-711.96-72	06/30/2010	MISC SERVICES	101100-03	274777	13/2010	14,417.30	
405-7125-711.96-72	06/30/2010	MISC SERVICES	101100-03	274777	13/2010	2,882.60	
405-7125-711.96-73	06/30/2010	MISC SERVICES	101100-03	274777	13/2010	758.80	
405-7125-711.96-73	06/30/2010	MISC SERVICES	101100-03	274777	13/2010	151.72	
07/23/2010	734937	NORTHWESTERN ENERGY	15771			164,924.24	
502-7400-603.34-10	06/21/2010	MISC SERVICES	01004852 JUN10	275621	12/2010	775.61	
512-8400-623.34-10	06/21/2010	MISC SERVICES	01005917 JUN10	275621	12/2010	41,500.79	
502-7314-602.34-10	06/21/2010	MISC SERVICES	01006063 JUN10	275621	12/2010	2,380.80	
502-7400-603.34-10	06/21/2010	MISC SERVICES	01006063 JUN10	275621	12/2010	71,424.10	
502-7400-603.34-10	06/21/2010	MISC SERVICES	01006063 JUN10	275621	12/2010	19,046.43	
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571-7143-713.34-10	07/16/2010	ACCOUNT NO: 0100473-8	70110	F11284	01/2011	2,200.81	
561-7113-711.34-10	07/19/2010	0100483-7	071910	F11287	01/2011	1,699.59	
561-7113-711.34-10	07/19/2010	0100484-5	071910	F11287	01/2011	1,693.21	
561-7113-711.34-10	07/19/2010	1647695-4	071910	F11287	01/2011	15.71	
561-7117-711.34-10	07/19/2010	1669567-8	071910	F11287	01/2011	674.17	
561-7117-711.34-10	07/19/2010	1264299-7	071910-1	F11293	01/2011	530.35	
561-7117-711.34-10	07/19/2010	1341288-7	071910-1	F11293	01/2011	221.60	
561-7117-711.34-10	07/19/2010	1341289-5	071910-1	F11293	01/2011	27.04	
561-7117-711.34-10	07/19/2010	1341291-1	071910-1	F11293	01/2011	61.34	
561-7117-711.34-10	07/19/2010	1341295-2	071910-1	F11293	01/2011	157.88	
10-5127-451.34-10	07/22/2010	NW PARK/REC/PL	07123870		01/2011	37.78	
10-5122-451.34-10	07/22/2010	NW PARK/REC/PL	07125362		01/2011	158.06	
10-5122-451.34-10	07/22/2010	NW PARK/REC/PL	07208184		01/2011	31.37	
10-5126-451.34-10	07/22/2010	NW PARK/REC/PL	07208218		01/2011	1,620.35	
607-2235-486.34-10	07/22/2010	NW FIRE	07215809		01/2011	241.50	
10-5112-452.34-10	07/22/2010	NW PARK/REC/PL	07222516		01/2011	199.60	
502-7400-603.34-10	07/22/2010	NW PUD-WATER TREAT	07222649		01/2011	3,989.03	
10-5112-452.34-10	07/22/2010	NW PARK/REC/PL	07222870		01/2011	848.00	
502-7400-603.34-10	07/22/2010	NW PUD-WATER TREAT	07230402		01/2011	3,154.93	
10-5112-452.34-10	07/22/2010	NW PARK/REC/PL	07230451		01/2011	446.73	
502-7400-603.34-10	07/22/2010	NW PUD-WATER TREAT	07230592		01/2011	9.06	
211-3137-433.34-10	07/22/2010	NW PUBLIC WORKS	07240575		01/2011	310.89	
211-3133-433.34-10	07/22/2010	NW PUBLIC WORKS	08554040		01/2011	8.54	
150-2221-422.34-10	07/22/2010	NW FIRE	08715468		01/2011	481.23	
10-5112-452.34-10	07/22/2010	NW PARK/REC/PL	09254962		01/2011	378.65	
650-1566-487.34-10	07/22/2010		09758087		01/2011	398.92	
872-5198-452.34-10	07/22/2010	NW PARK/REC/PL	10458131		01/2011	54.14	
502-7400-603.34-10	07/22/2010	NW PUD	11164522		01/2011	588.31	
561-7117-711.34-10	07/22/2010	NW PUD	11389269		01/2011	46.38	
650-1566-487.34-10	07/22/2010	ACCOUNTS PAYABLE	11608023		01/2011	1,064.74	
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650-1566-487.34-10	07/22/2010	NW	12693917		01/2011	3,339.48	
571-7148-713.34-10	07/22/2010	MET DOWNTOWN TRANS CENTER	17847567		01/2011	85.08	
07/23/2010	734947	NORTHWESTERN ENERGY	15784			129,857.27	
211-3136-433.34-10	07/31/2010	LIGHT MAINT TRANSFER	NWE SIGNALS		01/2011	9,745.77	
810-3183-431.34-10	07/31/2010	LIGHT MAINT TRANSFER	NWE 0712544-6		01/2011	429.86	
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810-3183-431.34-10	07/31/2010	LIGHT MAINT TRANSFER	NWE 0712553-7		01/2011	1,058.30	
810-3183-431.34-10	07/31/2010	LIGHT MAINT TRANSFER	NWE 0712554-5		01/2011	77.51	
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810-3183-431.34-10	07/31/2010	LIGHT MAINT TRANSFER	NWE 0712558-6		01/2011	1,360.96	
810-3183-431.34-10	07/31/2010	LIGHT MAINT TRANSFER	NWE 0712559-4		01/2011	2,233.56	
810-3183-431.34-10	07/31/2010	LIGHT MAINT TRANSFER	NWE 0712560-2		01/2011	1,545.12	
810-3183-431.34-10	07/31/2010	LIGHT MAINT TRANSFER	NWE 0712561-0		01/2011	3,814.51	

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810-3183-431.34-10	07/31/2010	LIGHT MAINT TRANSFER	NWE 0712564-4		01/2011	193.14
810-3183-431.34-10	07/31/2010	LIGHT MAINT TRANSFER	NWE 0712565-1		01/2011	506.99
810-3183-431.34-10	07/31/2010	LIGHT MAINT TRANSFER	NWE 0712566-9		01/2011	2,796.68
810-3183-431.34-10	07/31/2010	LIGHT MAINT TRANSFER	NWE 0712567-7		01/2011	199.17
810-3183-431.34-10	07/31/2010	LIGHT MAINT TRANSFER	NWE 0712568-5		01/2011	130.04
810-3183-431.34-10	07/31/2010	LIGHT MAINT TRANSFER	NWE 0712570-1		01/2011	2,172.83
810-3183-431.34-10	07/31/2010	LIGHT MAINT TRANSFER	NWE 0712571-9		01/2011	164.98
810-3183-431.34-10	07/31/2010	LIGHT MAINT TRANSFER	NWE 0712572-7		01/2011	289.71
810-3183-431.34-10	07/31/2010	LIGHT MAINT TRANSFER	NWE 0712573-5		01/2011	844.98
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810-3183-431.34-10	07/31/2010	LIGHT MAINT TRANSFER	NWE 0712575-0		01/2011	169.00
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810-3183-431.34-10	07/31/2010	LIGHT MAINT TRANSFER	NWE 0712594-1		01/2011	659.92
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810-3183-431.34-10	07/31/2010	LIGHT MAINT TRANSFER	NWE 0712602-2		01/2011	936.95
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810-3183-431.34-10	07/31/2010	LIGHT MAINT TRANSFER	NWE 0712606-3		01/2011	534.12
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810-3183-431.34-10	07/31/2010	LIGHT MAINT TRANSFER	NWE 0712608-9		01/2011	772.56
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810-3183-431.34-10	07/31/2010	LIGHT MAINT TRANSFER	NWE 0712611-3		01/2011	467.48
810-3183-431.34-10	07/31/2010	LIGHT MAINT TRANSFER	NWE 0712612-1		01/2011	1,031.13

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810-3183-431.34-10	07/31/2010	LIGHT MAINT TRANSFER	NWE 0712617-0		01/2011	453.70		
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810-3183-431.34-10	07/31/2010	LIGHT MAINT TRANSFER	NWE 0712660-0		01/2011	237.16		
810-3183-431.34-10	07/31/2010	LIGHT MAINT TRANSFER	NWE 0712661-8		01/2011	479.85		
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810-3183-431.34-10	07/31/2010	LIGHT MAINT TRANSFER	NWE 0712666-7		01/2011	2,196.95	
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810-3183-431.34-10	07/31/2010	LIGHT MAINT TRANSFER	NWE 0718734-7		01/2011	2,390.11	
810-3183-431.34-10	07/31/2010	LIGHT MAINT TRANSFER	NWE 1301786-8		01/2011	10.82	
810-3183-431.34-10	07/31/2010	LIGHT MAINT TRANSFER	NWE 0719001-0		01/2011	157.11	
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810-3183-431.34-10	07/31/2010	LIGHT MAINT TRANSFER	NWE 0719162-0		01/2011	482.84	
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810-3183-431.34-10	07/31/2010	LIGHT MAINT TRANSFER	NWE 0720705-3		01/2011	434.56	
810-3183-431.34-10	07/31/2010	LIGHT MAINT TRANSFER	NWE 0720937-2		01/2011	2,734.96	
810-3183-431.34-10	07/31/2010	LIGHT MAINT TRANSFER	NWE 0720716-0		01/2011	751.52	
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810-3183-431.34-10	07/31/2010	LIGHT MAINT TRANSFER	NWE 0721684-9		01/2011	27.87	
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810-3183-431.34-10	07/31/2010	LIGHT MAINT TRANSFER	NWE 0906944-4		01/2011	339.82	
810-3183-431.34-10	07/31/2010	LIGHT MAINT TRANSFER	NWE 0995095-7		01/2011	865.55	
810-3183-431.34-10	07/31/2010	LIGHT MAINT TRANSFER	NWE 0905005-5		01/2011	2,461.04	
810-3183-431.34-10	07/31/2010	LIGHT MAINT TRANSFER	NWE 0926386-4		01/2011	176.46	
810-3183-431.34-10	07/31/2010	LIGHT MAINT TRANSFER	NWE 0907926-0		01/2011	51.68	
810-3183-431.34-10	07/31/2010	LIGHT MAINT TRANSFER	NWE 0961926-3		01/2011	368.45	
810-3183-431.34-10	07/31/2010	LIGHT MAINT TRANSFER	NWE 1058710-3		01/2011	724.04	
810-3183-431.34-10	07/31/2010	LIGHT MAINT TRANSFER	NWE 1087619-1		01/2011	180.91	
810-3183-431.34-10	07/31/2010	LIGHT MAINT TRANSFER	NWE 1124127-0		01/2011	53.41	
810-3183-431.34-10	07/31/2010	LIGHT MAINT TRANSFER	NWE 1045653-1		01/2011	559.95	
810-3183-431.34-10	07/31/2010	LIGHT MAINT TRANSFER	NWE 1079722-3		01/2011	287.64	
810-3183-431.34-10	07/31/2010	LIGHT MAINT TRANSFER	NWE 1172743-5		01/2011	292.90	

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ACCOUNT #		TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
810-3183-431.34-10		07/31/2010	LIGHT MAINT TRANSFER	NWE 1206985-2		01/2011	294.25
810-3183-431.34-10		07/31/2010	LIGHT MAINT TRANSFER	NWE 1296582-8		01/2011	208.14
810-3183-431.34-10		07/31/2010	LIGHT MAINT TRANSFER	NWE 1246537-3		01/2011	67.09
810-3183-431.34-10		07/31/2010	LIGHT MAINT TRANSFER	NWE 1303978-9		01/2011	1,565.64
810-3183-431.34-10		07/31/2010	LIGHT MAINT TRANSFER	NWE 1685375-6		01/2011	271.62
810-3183-431.34-10		07/31/2010	LIGHT MAINT TRANSFER	NWE 1433921-2		01/2011	72.49
810-3183-431.34-10		07/31/2010	LIGHT MAINT TRANSFER	NWE 1481532-8		01/2011	531.14
810-3183-431.34-10		07/31/2010	LIGHT MAINT TRANSFER	NWE 1481534-4		01/2011	206.23
810-3183-431.34-10		07/31/2010	LIGHT MAINT TRANSFER	NWE 1481535-1		01/2011	412.44
810-3183-431.34-10		07/31/2010	LIGHT MAINT TRANSFER	NWE 1481536-9		01/2011	96.57
810-3183-431.34-10		07/31/2010	LIGHT MAINT TRANSFER	NWE 1481537-7		01/2011	1,108.40
810-3183-431.34-10		07/31/2010	LIGHT MAINT TRANSFER	NWE 1481539-3		01/2011	185.61
810-3183-431.34-10		07/31/2010	LIGHT MAINT TRANSFER	NWE 1481540-1		01/2011	164.98
810-3183-431.34-10		07/31/2010	LIGHT MAINT TRANSFER	NWE 1662840-6		01/2011	352.71
810-3183-431.34-10		07/31/2010	LIGHT MAINT TRANSFER	NWE 1687005-7		01/2011	1,561.09
810-3183-431.34-10		07/31/2010	LIGHT MAINT TRANSFER	NWE 1607534-3		01/2011	148.19
810-3183-431.34-10		07/31/2010	LIGHT MAINT TRANSFER	NWE 1695873-8		01/2011	631.64
810-3183-431.34-10		07/31/2010	LIGHT MAINT TRANSFER	NWE 1740353-6		01/2011	156.89
810-3183-431.34-10		07/31/2010	LIGHT MAINT TRANSFER	NWE 0712569-3		01/2011	42.97
07/23/2010	734951	OSTERMILLER CONST	2839				20,299.06
840-0000-201.10-00		06/30/2010	WO0105 LAKE HILLS STRWTR	RET RELEASE	263199	13/2010	20,299.06
07/23/2010	734956	PORTABLE COMPUTER SYSTEMS, INC	19264				4,945.00
150-2112-421.24-40		07/21/2010	MISC SERVICES	33264	275990	01/2011	4,945.00
07/23/2010	734960	PUBLIC UTILITIES	5022				15,827.48
521-1592-493.34-20		07/22/2010	105 N 27	4975819		01/2011	63.96
872-5198-452.34-20		07/22/2010	2314 MONTANA AVE IRR	11139217		01/2011	199.73
521-1591-493.34-20		07/22/2010	2922 3 AVE NORTH	22414454		01/2011	53.36
521-1591-493.34-20		07/22/2010	2922 3 AVE NORTH SP/IR	22434115		01/2011	26.23
521-1594-493.34-20		07/22/2010	505 N 31	257110001100		01/2011	85.78
872-5198-452.34-20		07/22/2010	2817 MONTANA AVE	676814300		01/2011	318.70
872-5198-452.34-20		07/22/2010	2709 MONTANA AVE	6768310079100		01/2011	44.37
872-5198-452.34-20		07/22/2010	2613 MONTANA AVE	676853944		01/2011	60.24
872-5198-452.34-20		07/22/2010	2519 MONTANA AVE	676893237		01/2011	101.05
872-5198-452.34-20		07/22/2010	2305 MONTANA AVE	6769110083201		01/2011	239.35
872-5198-452.34-20		07/22/2010	204 N 28	904979321		01/2011	331.23
872-5198-452.34-20		07/22/2010	2304 MONTANA AVE IRR	938591235		01/2011	306.52
872-5198-452.34-20		07/22/2010	4063 IRON HORSE TRL IRR	10797511406		01/2011	27.42
872-5198-452.34-20		07/22/2010	3012 WINCHESTER TRL IRR	10797712729		01/2011	31.96
872-5198-452.34-20		07/22/2010	4375 IRON HORSE TRL IRR	13578527227		01/2011	11.55
512-8400-623.34-20		07/22/2010	PUD - WATER BILLS	187212152		01/2011	1,014.18
872-5198-452.34-20		07/22/2010	PUD - WATER BILLS	11498915890		01/2011	1,384.31
872-5198-452.34-20		07/22/2010	PUD - WATER BILLS	11498915891		01/2011	2,427.22
872-5198-452.34-20		07/22/2010	PUD - WATER BILLS	11828118660		01/2011	3,369.24
872-5198-452.34-20		07/22/2010	PARK FALCON RIDGE	13019519760		01/2011	2,120.28
872-5198-452.34-20		07/22/2010	PARK FALCON RIDGE	13019521993		01/2011	10.36
872-5198-452.34-20		07/22/2010	PARKS	13592722571		01/2011	1,351.43
872-5198-452.34-20		07/22/2010	PARK AMELIA CIR	13592526964		01/2011	288.15

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ACCOUNT	#	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN	AMOUNT
872-5198-452.34-20		07/22/2010	PUBLIC UTILITIES - WATER	675274065		01/2011		379.33
872-5198-452.34-20		07/22/2010	PARK COPPER RIDGE LOOP	13592326953		01/2011		1,581.53
07/23/2010	734970	RIMROCK FOUNDATION	3210					17,364.79
246-1253-412.35-90		06/30/2010	IOP COUNSELOR-BAMDC-JUNE	2010-12	276493	13/2010		3,824.50
245-1257-412.35-75		06/30/2010	BAMHC COUNSELORS-JUNE	2010-12	276494	13/2010		2,607.74
737-1265-412.23-10		06/30/2010	JAG GRANT EXPENSES-JUNE	2010-12	276495	13/2010		57.00
737-1265-412.35-90		06/30/2010	JAG GRANT EXPENSES-JUNE	2010-12	276495	13/2010		1,034.68
737-1265-412.37-30		06/30/2010	JAG GRANT EXPENSES-JUNE	2010-12	276495	13/2010		1,028.17
738-1264-412.35-60		06/30/2010	SAMHSA COUNSELORS-JUNE	2010-12	276496	13/2010		3,496.09
738-1264-412.35-90		06/30/2010	SAMHSA COUNSELORS-JUNE	2010-12	276496	13/2010		3,617.15
738-1264-412.39-90		06/30/2010	SAMHSA COUNSELORS-JUNE	2010-12	276496	13/2010		1,579.46
246-1253-412.35-90		06/30/2010	CS FOR FEES-HARGROVE	2010-12	276497	13/2010		120.00
07/23/2010	734977	SANDERSON STEWART	20446					13,263.77
205-3131-433.35-90		06/30/2010	WO0921 SAFE RTE TO SCHL	8	270374	13/2010		7,738.96
205-3131-433.35-90		06/30/2010	WO0921 SAFE RTES TO SCHL	9	270374	13/2010		5,524.81
07/23/2010	734985	SKYCON INC	19639					4,750.00
561-7112-711.36-60		07/19/2010	INVOICE #262	262	F11292	01/2011		4,750.00
07/23/2010	734986	SNIBBE INTERACTIVE INC	21210					5,000.00
260-5512-455.79-30		07/20/2010	PARMLY BILLINGS LIBRARY	INV 584	276076	01/2011		5,000.00
07/23/2010	734992	STEWART TITLE OF BILLINGS	17985					10,000.00
289-6581-464.72-77		07/21/2010	MISC SERVICES	WEED, GINGER	276556	01/2011		10,000.00
07/23/2010	734994	SUNSET EXCAVATION	11477					6,525.00
505-7515-609.36-71		07/16/2010	MISC SERVICES	930292	276464	01/2011		525.00
505-7515-609.36-71		07/16/2010	MISC SERVICES	930293	276464	01/2011		3,300.00
505-7515-609.36-71		07/16/2010	MISC SERVICES	930294	276464	01/2011		2,700.00
07/23/2010	735004	TOTAL ASPHALT REPAIR INC	13249					4,590.75
503-7591-609.93-40		07/16/2010	MISC SERVICES	3703	276453	01/2011		2,390.50
502-7400-603.24-50		07/16/2010	MISC SERVICES	3714	276453	01/2011		1,200.00
502-7400-603.24-50		07/16/2010	MISC SERVICES	3717	276453	01/2011		1,000.25
07/23/2010	735006	TOWN & COUNTRY SUPPLY ASSOCIAT	18295					83,920.52
601-0000-141.71-41		07/20/2010	MP	74787		01/2011		15,347.68
601-0000-141.00-00		07/20/2010	MP	82878		01/2011		9,079.98
601-0000-141.00-00		07/20/2010	MP	74776		01/2011		20,817.05
601-0000-141.00-00		07/20/2010	MP	74796		01/2011		26,160.62
150-2226-422.23-10		07/20/2010	FIRE6:DIESEL/50 GALLONS	83062 FIRE6	276337	01/2011		107.35
150-2226-422.23-10		07/20/2010	FIRE1:DIESEL/159 GALLONS	83063 FIRE1	276337	01/2011		341.34
150-2226-422.23-10		07/20/2010	FIRE1:UNLEADED/196 GALLNS	83064 FIRE1	276337	01/2011		497.27
150-2226-422.23-10		07/20/2010	FIRE3:DIESEL/71 GALLONS	83065 FIRE3	276337	01/2011		152.42
150-2226-422.23-10		07/20/2010	FIRE5:DIESEL/276 GALLONS	83066 FIRE5	276337	01/2011		592.51
561-7118-711.23-13		07/19/2010	INVOICE #74786	74786	F11291	01/2011		10,824.30
07/23/2010	735007	TRAVEL CAFE	13987					4,493.90
221-2238-422.38-22		07/14/2010	HOUSTON:AUG2/DIPASQUALE B	104243 DIPASQUA	275963	01/2011		541.80

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN	AMOUNT	
221-2238-422.38-22	07/14/2010	HOUSTON:AUG2/FLEURY, BRAND	104243 FLEURY	275963	01/2011		541.80	
221-2238-422.38-22	07/14/2010	HOUSTON:AUG2/KUHR KRIS	104243 KUHR	275963	01/2011		541.80	
221-2238-422.38-22	07/14/2010	HOUSTON:AUG2/MEEKER, MATT	104243 MEEKER	275963	01/2011		541.80	
221-2238-422.38-22	07/14/2010	HOUSTON:AUG2/MOORE CHRIS	104243 MOORE C.	275963	01/2011		541.80	
221-2238-422.38-22	07/14/2010	HOUSTON:AUG2/STAVNES TIM	104243 STAVNES	275963	01/2011		541.80	
221-2238-422.38-22	07/14/2010	HOUSTON:AUG2/WHITE PHIL	104243 WHITE	275963	01/2011		541.80	
150-2223-422.38-24	07/14/2010	NFA/R220/SEP19/MCCULLOUGH	104244 MCCULLOU	276391	01/2011		701.30	
07/23/2010	735012	US BANK-REVOLVING LOAN FUND	16715				7,465.30	
723-6595-465.62-00	07/21/2010	MISC SERVICES	53-7240483306	276584	01/2011		7,465.30	
07/23/2010	735017	WATCO, INC	3977				3,642.91	
10-5126-451.36-90	06/30/2010	POOL COVERS	10691	276375	13/2010		3,642.91	
07/23/2010	735019	WELLS FARGO BANK-LOAN PAYMENT	16716				7,465.31	
723-6595-465.62-00	07/21/2010	MISC SERVICES	1609108243	276583	01/2011		7,465.31	
07/23/2010	735020	WESTERN MUNICIPAL CONSTRUCTION	11742				233,915.18	
513-8591-625.93-40	06/30/2010	WO1001 WTR/SWR REPLC PRJ	2	274055	13/2010		233,915.18	
07/23/2010	735021	WESTERN SECURITY BANK	16462				7,555.56	
723-6595-465.62-00	07/21/2010	MISC SERVICES	100022110	276579	01/2011		3,777.78	
723-6595-465.62-00	07/21/2010	MISC SERVICES	157011874	276579	01/2011		3,777.78	
07/23/2010	735028	YELLOWSTONE COUNTY SHERIFFS	6218				38,834.92	
255-2145-421.12-20	06/30/2010	MISC SERVICES	BENJAMIN OT	276540	13/2010		3,904.01	
255-2145-421.12-20	06/30/2010	MISC SERVICES	FRITZ OT	276540	13/2010		276.15	
255-2145-421.12-20	06/30/2010	MISC SERVICES	SKILLEN OT	276540	13/2010		2,512.50	
255-2145-421.12-20	06/30/2010	MISC SERVICES	SKINNER OT	276540	13/2010		817.52	
255-2145-421.79-10	06/30/2010	MISC SERVICES	1/2 PE/PI	276540	13/2010		3,627.50	
710-2133-421.21-20	06/30/2010	MISC SERVICES	HARD DRIVES	276571	13/2010		2,017.24	
710-2133-421.21-20	06/30/2010	MISC SERVICES	VID CAMERAS	276571	13/2010		25,680.00	

DATE RANGE TOTAL * 2,368,065.46 *

Regular City Council Meeting

Date: 08/23/2010

TITLE: Payment of Claims July 30, 2010

PRESENTED BY: Pat M. Weber, Financial Services Manager

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$1,812,766.73 have been audited and are presented for your approval for payment. A complete listing of the claims dated July 30, 2010, is available in the Finance Department.

ALTERNATIVES ANALYZED

The Council may:

- Approve the payment of claims; or
- Not approve the payment of claims.

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends that Council approve Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

List of claims greater than \$2500.

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
07/30/2010	735035	ACCENT PRINT SHOP	39				3,036.00
571-7141-713.32-10	07/27/2010	INVOICE# 18298	18298	F11362	01/2011		166.00
571-7146-713.32-10	07/27/2010	INVOICE# 18298	18298	F11362	01/2011		2,832.00
571-7141-713.32-10	07/27/2010	INVOICE# 18346	18298	F11362	01/2011		38.00
07/30/2010	735070	BILLINGS FENCE	16492				4,300.00
490-5161-452.36-60	06/30/2010	NORTH PARK FENCING	FENCE ENCUMBRAN	276113	13/2010		4,300.00
07/30/2010	735071	BILLINGS JUNIOR WOMAN'S CLUB	21287				4,000.00
260-5511-455.79-30	07/26/2010	BOOKS FOR BABIES PROG - F	BOOKS FOR BABIE	F11335	01/2011		4,000.00
07/30/2010	735080	BUSINESS TAX SECTION	2449				10,806.19
513-8491-623.93-90	07/26/2010	TP0049 PRIM DIGESTER BLR	3	272993	01/2011		404.18
505-7515-609.36-71	07/26/2010	272 ARISTOCRAT	242186	276702	01/2011		64.14
513-8491-623.93-90	06/30/2010	TP0049 PRIM DIGESTER BLR	3	272993	13/2010		89.82
210-5151-452.93-90	06/30/2010	WO0307 ALKALI CREEK TRAIL	FUND CORRECTION	274411	13/2010		147.54-
210-5151-452.93-90	06/30/2010	WO0307 ALKALI CREEK TRAIL	FUND CORRECTION	274411	13/2010		147.54
462-0000-201.10-00	07/27/2010	SID1387 ZIMMERMAN TRAIL	RET RELEASE	270920	01/2011		10.00
462-3161-431.93-10	07/27/2010	SID1387 ZIMMERMAN TRAIL	CO#2	270920	01/2011		11.01-
462-3161-431.93-10	07/27/2010	SID1387 ZIMMERMAN TRAIL	CO#2	270920	01/2011		11.01
435-3165-431.93-11	07/27/2010	WO0412 ALKALI CR RD	2	274581	01/2011		1.18
845-3186-431.93-10	07/27/2010	WO0412 ALKALI CR RD	2	274581	01/2011		39.50
421-8493-623.93-40	06/30/2010	WO0822 WWTP DISINFEC SYST	3	272597	13/2010		705.85
416-7493-603.93-40	06/30/2010	WO0913 STAPLES REDUN WTR	3	274053	13/2010		4,862.27
435-3165-431.93-11	06/30/2010	WO0412 ALKALI CR RD	2- MTH 13	274581	13/2010		38.84
845-3186-431.93-10	06/30/2010	WO0412 ALKALI CR RD	2- MTH 13	274581	13/2010		1,303.44
562-7120-711.92-90	07/28/2010	MISC SERVICES	274776-2	274776	01/2011		1,387.35
416-7493-603.92-20	07/29/2010	WO0426 ZONE 4 RES PHS1	5	267953	01/2011		1,031.72
416-7493-603.92-20	06/30/2010	WO0426 ZONE 4 RES PHS1	5-MTH 13	267953	13/2010		651.30
416-7493-603.92-20	06/30/2010	WO0426 ZONE 4 RESERVOIR	10	267994	13/2010		216.60
07/30/2010	735088	CARSON KATHLEEN	14607				5,420.25
150-2140-421.38-10	06/30/2010	SPRING 2010 TUITION REIMB	TUITION 063010	F11352	13/2010		5,420.25
07/30/2010	735090	CB & I INC	20708				166,618.69
416-7493-603.92-20	07/29/2010	WO0426 ZONE 4 RES PHS1	5	267952	01/2011		102,139.94
416-7493-603.92-20	06/30/2010	WO0426 ZONE 4 RES PHS1	5-MTH 13	267952	13/2010		64,478.75
07/30/2010	735091	CENTRAL SERVICES DIVISION	16687				16,369.55
150-2111-421.34-50	07/27/2010	MISC SERVICES	SYSTEM	276596	01/2011		16,369.55
07/30/2010	735104	CMG CONSTRUCTION, INC.	17342				136,913.29
210-5151-452.93-90	06/30/2010	WO0307 ALKALI CREEK TRAIL	FUND CORRECTION	274408	13/2010		14,606.51-
210-5151-452.93-90	06/30/2010	WO0307 ALKALI CREEK TRAIL	FUND CORRECTION	274408	13/2010		14,606.51
435-3165-431.93-11	07/27/2010	WO0412 ALKALI CR RD	2	274580	01/2011		116.50
845-3186-431.93-10	07/27/2010	WO0412 ALKALI CR RD	2	274580	01/2011		3,910.36
435-3165-431.93-11	06/30/2010	WO0412 ALKALI CR RD	2	274580	13/2010		3,844.37
845-3186-431.93-10	06/30/2010	WO0412 ALKALI CR RD	2	274580	13/2010		129,042.06
07/30/2010	735109	COMMUNITY SOLUTIONS INC	18339				8,791.54
248-1263-412.35-81	07/29/2010	PROBATION-BAMDUI-JULY 10	2011-1	276810	01/2011		2,461.54

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MINIMUM AMOUNT: 2,500.00

CITY OF BILLINGS

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ACCOUNT	#	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
245-1257-412.35-81		07/29/2010	PROBATION-BAMHC-JULY 10	2010-12	276811	01/2011	1,000.00	
247-1251-412.39-90		06/30/2010	DRUG/ALC TESTING-JUNE 10	2010-12	276807	13/2010	5,330.00	
07/30/2010	735130	DELL COMPUTER L P	13426				29,303.16	
260-5518-455.29-25		07/26/2010	MISC SERVICES	XDX9XCM37	275421	01/2011	4,657.47	
10-1313-413.29-25		07/27/2010	MISC SERVICES	XF1C7KP66	276393	01/2011	1,786.99	
260-5518-455.29-25		06/30/2010	MISC SERVICES	XDX9XCM37	275421	13/2010	4,657.47	
260-5518-455.29-25		06/30/2010	MISC SERVICES	XDX9XCM37	275421	01/2011	4,657.47	
260-5518-455.29-25		06/30/2010	PARMLY BLGS LIBRARY	XDWXR6CT2	275421	13/2010	21,993.52	
260-5518-455.29-25		06/30/2010	PARMLY LIB CREDIT MEMO	XDXJFJCC9	275421	13/2010	1,000.00	
260-5518-455.29-25		06/30/2010	PARMLY BLGS LIBRARY	XDX1PN543	275421	13/2010	1,865.18	
07/30/2010	735134	DIXIE PETRO-CHEM	1055				5,166.25	
502-0000-141.00-00		07/23/2010	WATER PARTS AND SUPPLIES	7270024610		01/2011	2,392.00	
502-0000-141.00-00		07/23/2010	WATER PARTS AND SUPPLIES	7270026110		01/2011	1,794.00	
10-5126-451.22-90		07/29/2010	ITEMS FOR ROSE POOL	72700254	275867	01/2011	980.25	
07/30/2010	735137	DUSTBUSTERS	15309				4,564.44	
211-3132-433.45-30		07/26/2010	ROAD AND HIGHWAY MATERIAL	28811	276588	01/2011	4,564.44	
07/30/2010	735152	FERGUSON ENTERPRISES INC	20100				3,756.39	
502-0000-141.00-00		07/23/2010	WATER PARTS AND SUPPLIES	0543101		01/2011	670.26	
502-0000-141.00-00		07/23/2010	SYSTEMS	0543101		01/2011	3,086.13	
07/30/2010	735153	JANICE FEYE-STUKAS	21222				5,000.00	
260-5511-455.35-88		07/26/2010	PARMLY BILLINGS LIBRARY	INVOICE #2	275590	01/2011	5,000.00	
07/30/2010	735162	GALLAGHER BENEFIT SERVICES INC	15815				22,875.00	
627-1752-417.35-60		07/28/2010	MISC SERVICES	342	276774	01/2011	22,875.00	
07/30/2010	735168	GAYLORD BROS	1410				2,560.25	
260-5514-455.21-90		07/29/2010	PARMLY BLGS LIBRARY	1447826	275904	01/2011	2,560.25	
07/30/2010	735175	GRAINGER PARTS	16331				2,859.27	
502-0000-141.00-00		07/23/2010	WATER PARTS AND SUPPLIES	9290913004		01/2011	221.21	
601-1553-481.26-50		07/23/2010	MP	9225200527	276663	01/2011	26.19	
150-2226-422.23-20		07/23/2010	MP	9245942223	276663	01/2011	14.92	
541-3122-435.23-20		07/23/2010	MP	9280066334	276663	01/2011	38.81	
541-3122-435.23-20		07/23/2010	MP	9282374868	276663	01/2011	157.76	
502-7400-603.24-50		07/26/2010	MISC SERVICES	9295175690	276689	01/2011	57.12	
502-7400-603.23-60		07/26/2010	MISC SERVICES	9296755847	276689	01/2011	125.64	
502-7400-603.24-50		07/26/2010	MISC SERVICES	9297907413	276689	01/2011	99.24	
670-3141-489.26-30		07/26/2010	SUPPLIES	000	276707	01/2011	88.49	
571-7144-713.24-50		07/27/2010	INVOICE# 9300200079	9300200079	F11357	01/2011	2,024.99	
571-7147-713.24-50		07/27/2010	INVOICE# 9300200095	9300200079	F11357	01/2011	4.90	
07/30/2010	735185	HDR INC	1544				12,299.25	
502-7211-601.35-40		06/30/2010	WO0923 ELECTRIC MSTR PLAN	7	269621	13/2010	4,062.63	
512-8211-621.35-40		06/30/2010	WO0923 ELECTRIC MSTR PLAN	7	269621	13/2010	4,062.63	
513-8491-623.93-90		06/30/2010	WO1009 WWTP T-5 TRANSFRMR	5	273263	13/2010	1,770.20	

PROGRAM: GM350L

MINIMUM AMOUNT: 2,500.00

CITY OF BILLINGS

FROM 07/30/2010 TO 07/30/2010

BANK CODE

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CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #					CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN	AMOUNT	
503-7491-603.93-90	06/30/2010	WO1011 WTP HIGH SRVC PUMP	4	273326	13/2010		2,403.79	
07/30/2010	735193	HUPPERT CONSTRUCTION	16447				3,900.00	
490-5161-452.36-60	06/30/2010	DEMO OF SOUTH GAZEBO	HUPPERT ENCUMB	276118	13/2010		3,900.00	
07/30/2010	735195	ICOP DIGITAL, INC.	19284				26,303.51	
253-2124-421.21-20	07/27/2010	PRIOR YEAR ENCUMBRANCES	15177	276059	01/2011		26,303.51	
07/30/2010	735211	JIMS ELECTRIC SERVICE	1906				6,673.00	
512-8400-623.23-60	07/16/2010	MISC SERVICES	24915	276471	01/2011		3,279.00	
512-8400-623.23-60	07/16/2010	MISC SERVICES	24916	276471	01/2011		3,394.00	
07/30/2010	735219	JOHNSTON TAMMY	7902				9,100.00	
269-6771-465.72-91	07/28/2010	MISC SERVICES	FINAL MVP 2010	276803	01/2011		9,100.00	
07/30/2010	735222	JTL GROUP INC DBA KNIFE RIVER	2417				4,642.17	
211-3132-433.45-20	07/26/2010	ROAD/HIGHWAY MATERIAL	213638	276586	01/2011		24.58	
211-3132-433.47-10	07/26/2010	ROAD AND HIGHWAY MATERIAL	213651	276586	01/2011		147.00	
211-3132-433.45-20	07/26/2010	ROAD/HIGHWAY MATERIAL	213680	276586	01/2011		110.31	
211-3132-433.45-20	07/26/2010	ROAD/HIGHWAY MATERIAL	214099	276586	01/2011		58.12	
211-3132-433.47-10	07/26/2010	ROAD AND HIGHWAY MATERIAL	214123	276586	01/2011		760.18	
211-3132-433.45-20	07/26/2010	ROAD/HIGHWAY MATERIAL	214162	276586	01/2011		92.75	
211-3132-433.47-10	07/26/2010	ROAD AND HIGHWAY MATERIAL	214189	276586	01/2011		113.68	
211-3132-433.45-20	07/26/2010	ROAD/HIGHWAY MATERIAL	214590	276586	01/2011		90.80	
211-3132-433.45-20	07/26/2010	ROAD/HIGHWAY MATERIAL	214643	276586	01/2011		61.40	
211-3132-433.45-20	07/26/2010	ROAD/HIGHWAY MATERIAL	214657	276586	01/2011		65.39	
211-3132-433.47-10	07/26/2010	ROAD AND HIGHWAY MATERIAL	214664	276586	01/2011		739.90	
211-3132-433.45-20	07/26/2010	ROAD/HIGHWAY MATERIAL	214841	276586	01/2011		126.75	
211-3132-433.47-10	07/26/2010	ROAD AND HIGHWAY MATERIAL	214849	276586	01/2011		1,038.80	
211-3132-433.45-20	07/26/2010	ROAD/HIGHWAY MATERIAL	215157	276625	01/2011		148.01	
211-3132-433.45-20	07/26/2010	ROAD/HIGHWAY MATERIAL	215158	276625	01/2011		51.53	
211-3132-433.45-20	07/26/2010	ROAD/HIGHWAY MATERIAL	215202	276625	01/2011		51.15	
211-3132-433.45-20	07/26/2010	ROAD/HIGHWAY MATERIAL	215214	276625	01/2011		164.51	
211-3132-433.45-20	07/26/2010	ROAD/HIGHWAY MATERIAL	215215	276625	01/2011		50.06	
211-3132-433.47-10	07/26/2010	ROAD AND HIGHWAY MATERIAL	215221	276625	01/2011		747.25	
07/30/2010	735268	MILLER ROBERT	20724				5,971.10	
620-1911-482.53-70	07/27/2010	MISC SERVICES	2503	275806	01/2011		4,400.00	
620-1911-482.35-52	07/28/2010	MISC SERVICES	EXPENSES	276748	01/2011		1,571.10	
07/30/2010	735271	MONTANA DAKOTA UTILITIES CO	2492				4,071.57	
561-7117-711.34-40	07/26/2010	073858 25	072610	F11329	01/2011		19.96	
561-7117-711.34-40	07/26/2010	073869 28	072610	F11329	01/2011		10.40	
502-7400-603.34-40	07/29/2010	PUD	07162021		01/2011		10.40	
502-7400-603.34-40	07/29/2010	PUD	07342023		01/2011		22.05	
502-7400-603.34-40	07/29/2010	PUD	07365822	50%	01/2011		6.15	
502-7400-603.34-40	07/29/2010	PUD	07365822	50%	01/2011		6.16	
561-7113-711.34-40	07/29/2010	AIRPORT	07385922		01/2011		185.07	
561-7112-711.34-40	07/29/2010	AIRPORT	07387221		01/2011		1,635.57	
561-7117-711.34-40	07/29/2010	AIRPORT	07388722		01/2011		67.27	

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561-7117-711.34-40	07/29/2010	AIRPORT	07388824		01/2011	12.31	
512-8400-623.34-40	07/29/2010	PUD	07555321	25%	01/2011	101.02	
512-8400-623.34-40	07/29/2010	PUD	07555321	50%	01/2011	202.06	
512-8400-623.34-40	07/29/2010	PUD	07555321	25%	01/2011	101.02	
660-3110-431.34-40	07/29/2010		07585726	45%	01/2011	34.28	
670-3141-489.34-40	07/29/2010		07585726	55%	01/2011	41.90	
10-5127-451.34-40	07/29/2010	REC	07586821		01/2011	33.33	
650-1567-487.34-40	07/29/2010	FACILITIES	07610421		01/2011	143.03	
260-5512-455.34-40	07/29/2010	LIBRARY	07617521		01/2011	44.35	
521-1595-493.34-40	07/29/2010	PARKING 2906 N 3RD AVE	07624629		01/2011	10.40	
521-1595-493.34-40	07/29/2010	PARKING 2910 N 3RD AVE	07624725		01/2011	10.40	
521-1595-493.34-40	07/29/2010	PARK 1 LEASE	07624823		01/2011	11.04	
571-7143-713.34-40	07/29/2010	TRANSIT	07647023		01/2011	314.95	
150-2221-422.34-40	07/29/2010	FIRE	07676421		01/2011	174.24	
150-2221-422.34-40	07/29/2010	FIRE	07935121		01/2011	55.16	
541-3123-435.34-40	07/29/2010	SW	08073321		01/2011	56.24	
502-7400-603.34-40	07/29/2010	PUD	31753602		01/2011	10.40	
150-2171-441.34-40	07/29/2010	ANIMAL SHELTER	32062801		01/2011	242.37	
650-1566-487.34-40	07/29/2010	ADMIN BUILDING	32577402		01/2011	179.33	
650-1566-487.34-40	07/29/2010	EVIDENCE BUILDING	32629302		01/2011	10.40	
650-1566-487.34-40	07/29/2010	PD1	32708002		01/2011	41.16	
512-8500-625.34-40	07/29/2010	PUD	32739201		01/2011	23.32	
512-8500-625.34-40	07/29/2010	PUD LIFT STATION	33154101		01/2011	23.96	
521-1592-493.34-40	07/29/2010	PARK II	34941902		01/2011	14.22	
512-8500-625.34-40	07/29/2010	PUD	35059801		01/2011	25.87	
150-2221-422.34-40	07/29/2010	FIRE STATION #7	35322001		01/2011	53.90	
512-8500-625.34-40	07/29/2010	PUD LIFT STATION	36738301		01/2011	22.69	
561-7113-711.34-40	07/29/2010		31454301		01/2011	10.40	
561-7113-711.34-40	07/29/2010		31454401		01/2011	10.40	
561-7113-711.34-40	07/29/2010		31454601		01/2011	30.33	
561-7113-711.34-40	07/29/2010		31454701		01/2011	30.33	
561-7113-711.34-40	07/29/2010		31454801		01/2011	11.04	
561-7113-711.34-40	07/29/2010		31454902		01/2011	22.69	
07/30/2010	735276	MONTANA STATE FIREMAN'S ASSOC	20195			2,663.51	
900-0000-209.99-24	07/30/2010	PAYROLL SUMMARY	20100730		01/2011	2,663.51	
07/30/2010	735277	MORRISON MAIERLE INC	2572			23,537.49	
513-8491-623.93-90	06/30/2010	WO0926 WTP CLARIFIERS	2	274059	13/2010	10,389.53	
503-7591-609.93-40	06/30/2010	WO1008 WTP CLEARWELL CT	2	274702	13/2010	13,147.96	
07/30/2010	735292	NORTHWESTERN ENERGY	15771			193,831.43	
502-7400-603.34-10	07/26/2010	MISC SERVICES	01004852 JUL10	276705	01/2011	815.65	
512-8400-623.34-10	07/26/2010	MISC SERVICES	01005917 JUL10	276705	01/2011	45,233.80	
502-7314-602.34-10	07/26/2010	MISC SERVICES	01006063 JUL10	276705	01/2011	4,046.09	
502-7400-603.34-10	07/26/2010	MISC SERVICES	01006063 JUL10	276705	01/2011	80,921.90	
502-7400-603.34-10	07/26/2010	MISC SERVICES	01006063 JUL10	276705	01/2011	21,579.17	
512-8314-622.34-10	07/26/2010	MISC SERVICES	01006063 JUL10	276705	01/2011	1,348.70	
260-5512-455.34-10	07/26/2010	ELECTRIC CHARGES - LIBRAR	0100467-0 8/10	F11332	01/2011	11,734.92	
150-2221-422.34-10	07/27/2010	FIRE1:ELEC/32,520 KWH	0100476-1 10JUL	276426	01/2011	2,669.93	

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
650-1567-487.34-10	07/28/2010	FACILITIES MANAGEMENT	01005073		01/2011	7,712.45
150-2221-422.34-10	07/28/2010	NW FIRE	07125370		01/2011	504.93
10-5122-451.34-10	07/28/2010	NW PARK/REC/PL	07126832		01/2011	87.44
571-7148-713.34-10	07/28/2010	NW AVIATION/TRAN	07127640		01/2011	22.30
561-7117-711.34-10	07/28/2010	NW AVIATION/TRAN	07127921		01/2011	325.91
561-7117-711.34-10	07/28/2010	NW AVIATION/TRAN	07127996		01/2011	44.62
561-7117-711.34-10	07/28/2010	NW AVIATION/TRAN	07128002		01/2011	1,050.06
561-7113-711.34-10	07/28/2010	NW AVIATION/TRAN	07128093		01/2011	7.25
561-7117-711.34-10	07/28/2010	NW AVIATION/TRAN	07128176		01/2011	49.75
561-7113-711.34-10	07/28/2010	NW AVIATION/TRAN	07196165		01/2011	52.15
521-1595-493.34-10	07/28/2010	NW FINANCE	07208291		01/2011	254.39
521-1592-493.34-10	07/28/2010	NW FINANCE	07208341		01/2011	2,697.68
150-2221-422.34-10	07/28/2010	NW FIRE	07208408		01/2011	280.97
10-5112-452.34-10	07/28/2010	NW PARK/REC/PL	07222375		01/2011	11.92
10-5112-452.34-10	07/28/2010	NW PARK/REC/PL	07222474		01/2011	7.25
502-7400-603.34-10	07/28/2010	NW PUD-WATER TREAT	07222524		01/2011	2,400.88
10-5112-452.34-10	07/28/2010	NW PARK/REC/PL	07222540		01/2011	.32
10-5112-452.34-10	07/28/2010	NW PARK/REC/PL	07222557		01/2011	82.33
10-5112-452.34-10	07/28/2010	NW PARK/REC/PL	07222573		01/2011	409.05
10-5112-452.34-10	07/28/2010	NW PARK/REC/PL	07222607		01/2011	273.58
10-5112-452.34-10	07/28/2010	NW PARK/REC/PL	07222615		01/2011	20.38
10-5112-452.34-10	07/28/2010	NW PARK/REC/PL	07222623		01/2011	17.76
10-5112-452.34-10	07/28/2010	NW PARK/REC/PL	07222631		01/2011	8.47
10-5112-452.34-10	07/28/2010	NW PARK/REC/PL	07222656		01/2011	127.24
10-5112-452.34-10	07/28/2010	NW PARK/REC/PL	07222664		01/2011	21.95
10-5112-452.34-10	07/28/2010	NW PARK/REC/PL	07222680		01/2011	5.92
10-5112-452.34-10	07/28/2010	NW PARK/REC/PL	07222698		01/2011	13.55
10-5112-452.34-10	07/28/2010	NW PARK/REC/PL	07222920		01/2011	10.49
10-5112-452.34-10	07/28/2010	NW PARK/REC/PL	07222938		01/2011	71.06
10-5112-452.34-10	07/28/2010	NW PARK/REC/PL	07229057		01/2011	9.16
10-5112-452.34-10	07/28/2010	NW PARK/REC/PL	07229339		01/2011	215.94
10-5112-452.34-10	07/28/2010	NW PARK/REC/PL	07230352		01/2011	211.58
10-5112-452.34-10	07/28/2010	NW PARK/REC/PL	07230360		01/2011	8.77
10-5112-452.34-10	07/28/2010	NW PARK/REC/PL	07230378		01/2011	167.87
10-5112-452.34-10	07/28/2010	NW PARK/REC/PL	07230386		01/2011	18.76
10-5112-452.34-10	07/28/2010	NW PARK/REC/PL	07230428		01/2011	38.06
502-7400-603.34-10	07/28/2010	NW PUD-WATER TREAT	07230436		01/2011	3,715.16
10-5112-452.34-10	07/28/2010	NW PARK/REC/PL	07230444		01/2011	361.71
10-5112-452.34-10	07/28/2010	NW PARK/REC/PL	07230485		01/2011	78.61
10-5112-452.34-10	07/28/2010	NW PARK/REC/PL	07230501		01/2011	115.82
10-5112-452.34-10	07/28/2010	NW PARK/REC/PL	07230543		01/2011	399.80
10-5112-452.34-10	07/28/2010	NW PARK/REC/PL	07230550		01/2011	8.20
10-5112-452.34-10	07/28/2010	NW PARK/REC/PL	07230568		01/2011	16.69
10-5112-452.34-10	07/28/2010	NW PARK/REC/PL	07230576		01/2011	7.35
10-5112-452.34-10	07/28/2010	NW PARK/REC/PL	07230584		01/2011	19.16
10-5112-452.34-10	07/28/2010	NW PARK/REC/PL	07230907		01/2011	8.53
10-5112-452.34-10	07/28/2010	NW PARK/REC/PL	07231624		01/2011	7.25
10-5112-452.34-10	07/28/2010	NW PARK/REC/PL	07231707		01/2011	928.89
10-5112-452.34-10	07/28/2010	NW PARK/REC/PL	07236441		01/2011	7.25
10-5112-452.34-10	07/28/2010	NW PARK/REC/PL	07236458		01/2011	7.25

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ACCOUNT #		TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
260-5512-455.34-10		07/28/2010	NW LIBRARY	07244643		01/2011	83.17
10-5112-452.34-10		07/28/2010	NW PARK/REC/PL	07894371		01/2011	17.83
10-5112-452.34-10		07/28/2010	NW PARK/REC/PL	07931348		01/2011	199.73
10-5112-452.34-10		07/28/2010	NW PARK/REC/PL	08317026		01/2011	7.43
872-5198-452.34-10		07/28/2010	NW PARK/REC/PL	10590933		01/2011	126.48
521-1595-493.34-10		07/28/2010	NW	13815279		01/2011	89.37
521-1592-493.34-10		07/28/2010	PARK 2 GARAGE	15942824		01/2011	984.71
660-3110-431.34-10		07/28/2010	MONTHLY ELECTRICTY	1741314-7	276785	01/2011	419.48
670-3141-489.34-10		07/28/2010	MONTHLY ELECTRICTY	1741314-7	276785	01/2011	629.21
07/30/2010	735296	PALM TREE CONSTRUCTION	2869				6,349.66
505-7515-609.36-71		07/26/2010	272 ARISTOCRAT	242186	276722	01/2011	6,349.66
07/30/2010	735305	PUBLIC UTILITIES	5022				127,657.41
805-1570-425.53-50		07/29/2010	4430 HI-LINE DR	6712510003200		01/2011	124,411.07
512-8500-625.34-20		07/29/2010	4430 HI-LINE DR	671274846		01/2011	644.91
211-3134-433.34-20		07/29/2010	4430 HI-LINE DR	671294847		01/2011	148.09
872-5198-452.34-20		07/29/2010	PUD - WATER BILLS	676333936	40%	01/2011	643.15
10-5112-452.34-20		07/29/2010	PUD - WATER BILLS	676333936	60%	01/2011	964.74
872-5198-452.34-20		07/29/2010	2100 CANYON DR SP/IR	490833852		01/2011	524.75
872-5198-452.34-20		07/29/2010	ASPEN GROV PK-393 32 WEST	8934540476600		01/2011	320.70
07/30/2010	735307	QWEST COMMUNICATIONS	6319				12,242.14
225-2232-422.34-50		07/15/2010	QWEST JULY 2010 2ND PAY	252-1190		01/2011	8,255.81
521-1592-493.34-50		07/15/2010	QWEST JULY 2010 2ND PAY	252-2041		01/2011	43.04
10-5140-436.34-50		07/15/2010	QWEST JULY 2010 2ND PAY	652-0269		01/2011	43.04
10-5112-452.34-50		07/15/2010	QWEST JULY 2010 2ND PAY	652-5507		01/2011	44.07
211-3136-433.34-50		07/15/2010	QWEST JULY 2010 2ND PAY	652-8104		01/2011	29.22
10-5121-451.34-50		07/15/2010	QWEST JULY 2010 2ND PAY	652-8403		01/2011	34.09
561-7110-711.34-50		07/23/2010	QWEST JULY 2010 3RD PAY	252-9412		01/2011	86.08
571-7141-713.34-50		07/23/2010	QWEST JULY 2010 3RD PAY	254-7038		01/2011	44.26
225-2232-422.34-50		07/23/2010	QWEST JULY 2010 3RD PAY	255-9702		01/2011	.08
150-2225-422.34-50		07/23/2010	QWEST JULY 2010 3RD PAY	655-0728		01/2011	43.04
10-5112-452.34-50		07/23/2010	QWEST JULY 2010 3RD PAY	657-3014		01/2011	28.42
606-1931-484.34-50		07/23/2010	QWEST JULY 2010 3RD PAY	657-8377		01/2011	3,590.99
07/30/2010	735320	RIMROCK FOUNDATION	3210				7,318.69
248-1263-412.35-90		06/30/2010	IOP COUNSELOR-BAMDUI-6/10	2010-12	276808	13/2010	7,318.69
07/30/2010	735344	STAR SERVICE INC	3553				21,443.40
416-7493-603.92-20		06/30/2010	W00426 ZONE 4 RESERVOIR	10	267993	13/2010	21,443.40
07/30/2010	735351	SUNSET EXCAVATION	11477				3,500.00
505-7515-609.36-71		07/26/2010	MISC SERVICES	930295	276703	01/2011	3,500.00
07/30/2010	735353	SYSCO FOOD SERVICES	8383				2,659.02
10-5126-451.22-30		07/29/2010	FOOD FOR POOL CONCESSIONS	VARIES	276778	01/2011	2,659.02
07/30/2010	735357	TETRA TECH, INC.	19346				2,722.50
541-3123-435.22-90		07/22/2010	MONITORING AT LF	50363862	276523	01/2011	2,722.50

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #		TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
07/30/2010	735367	TOTAL ASPHALT REPAIR INC	13249				17,563.75
502-7500-609.36-80		07/26/2010	4TH AVE NORTH/N 24	3719	276719	01/2011	1,000.00
502-7314-602.24-50		07/26/2010	SERVICE CENTER	3722	276719	01/2011	1,284.37
512-8314-622.24-50		07/26/2010	SERVICE CENTER	3722	276719	01/2011	428.13
503-7591-609.93-40		07/26/2010	S 34TH ST	3720	276720	01/2011	964.00
503-7591-609.93-40		07/26/2010	S 34TH ST	3723	276720	01/2011	1,039.00
503-7591-609.93-40		07/26/2010	S 34TH ST	3725	276720	01/2011	2,020.25
503-7591-609.93-40		07/26/2010	S 34TH ST	3730	276720	01/2011	1,607.50
503-7591-609.93-40		07/26/2010	S 34TH ST & 4TH AVE SOUTH	3736	276720	01/2011	4,424.50
503-7591-609.93-40		07/26/2010	S 34TH ST & 3RD AVE SOUTH	3737	276720	01/2011	4,796.00
07/30/2010	735370	TOWN & COUNTRY SUPPLY ASSOCIAT	18295				40,311.23
601-0000-141.71-41		07/23/2010	MP	81695		01/2011	5,212.80
601-0000-141.00-00		07/23/2010	MP	82036		01/2011	7,458.18
512-8400-623.23-10		07/26/2010	MOWERS/SWEEPERS	82890	276684	01/2011	527.24
512-8400-623.23-10		07/26/2010	FORKLIFT	82891	276684	01/2011	212.61
561-7118-711.23-13		07/26/2010	INVOICE #81696	81696	F11326	01/2011	10,914.40
502-0000-141.00-00		07/27/2010	WATER PARTS AND SUPPLIES	82026		01/2011	394.66
601-0000-141.00-00		07/27/2010	MP	81985		01/2011	15,206.87
502-0000-141.00-00		07/27/2010	WATER PARTS AND SUPPLIES	82072		01/2011	384.47
07/30/2010	735371	TRACTOR & EQUIPMENT	3775				3,081.81
502-7314-602.24-10		07/23/2010	NONSTOCKING ITEMS-P.U.D.	0071291	276020	01/2011	104.64
512-8314-622.24-10		07/23/2010	NONSTOCKING ITEMS-P.U.D.	0071291	276020	01/2011	104.64
541-3123-435.23-20		07/27/2010	MP	BLW00117668	276732	01/2011	337.43
541-3123-435.23-20		07/27/2010	MP	BLC0464718	276767	01/2011	2,535.10
07/30/2010	735385	VERIZON WIRELESS	14490				20,766.94
561-7110-711.34-50		07/26/2010	VERIZON WIRELESS JULY '10	AIRPORT		01/2011	472.09
150-2170-441.34-50		07/26/2010	VERIZON WIRELESS JULY '10	ANIMAL SHELTER		01/2011	146.70
717-2166-421.34-50		07/26/2010	VERIZON WIRELESS JULY '10	CCSIU		01/2011	85.20
10-1313-413.34-50		07/26/2010	VERIZON WIRELESS JULY '10	CITY ADMIN		01/2011	43.24
10-1611-416.34-50		07/26/2010	VERIZON WIRELESS JULY '10	LEGAL		01/2011	32.95
150-2225-422.34-50		07/26/2010	VERIZON WIRELESS JULY '10	COMM CENTER 911		01/2011	52.61
650-1565-487.34-50		07/26/2010	VERIZON WIRELESS JULY '10	FACILITIES BOC		01/2011	55.14
650-1567-487.34-50		07/26/2010	VERIZON WIRELESS JULY '10	FACILITIES CH		01/2011	96.92
10-1512-415.34-50		07/26/2010	VERIZON WIRELESS JULY '10	FINANCE PAT		01/2011	73.02
150-2221-422.34-50		07/26/2010	VERIZON WIRELESS JULY '10	FIRE DEPT		01/2011	788.22
10-1750-417.34-50		07/26/2010	VERIZON WIRELESS JULY '10	HUMAN RESOURCES		01/2011	42.54
620-1913-482.34-50		07/26/2010	VERIZON WIRELESS JULY '10	ITD GIS		01/2011	12.96
620-1911-482.34-50		07/26/2010	VERIZON WIRELESS JULY '10	ITD		01/2011	62.66
260-5517-455.34-50		07/26/2010	VERIZON WIRELESS JULY '10	LIBRARYOUTREACH		01/2011	25.92
260-5512-455.34-50		07/26/2010	VERIZON WIRELESS JULY '10	LIBRARY		01/2011	162.65
10-1100-411.34-50		07/26/2010	VERIZON WIRELESS JULY '10	MAYOR		01/2011	48.69
601-1550-481.34-50		07/26/2010	VERIZON WIRELESS JULY '10	MOTOR POOL		01/2011	53.10
10-1220-412.34-50		07/26/2010	VERIZON WIRELESS JULY '10	DRUG COURT		01/2011	210.73
10-1212-412.34-50		07/26/2010	VERIZON WIRELESS JULY '10	MUNI JUDGE		01/2011	159.70
240-4301-419.34-50		07/26/2010	VERIZON WIRELESS JULY '10	PLANNING		01/2011	12.96
150-2111-421.34-50		07/26/2010	VERIZON WIRELESS JULY '10	POLICE		01/2011	2,946.99

PROGRAM: GM350L

MINIMUM AMOUNT: 2,500.00

CITY OF BILLINGS

FROM 07/30/2010 TO 07/30/2010

BANK CODE

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CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
251-2186-421.34-50	07/26/2010	VERIZON WIRELESS JULY '10	POLICE FORENSIC		01/2011	74.59	
249-2196-421.34-50	07/26/2010	VERIZON WIRELESS JULY '10	698 1391 DV		01/2011	22.53	
521-1521-493.34-50	07/26/2010	VERIZON WIRELESS JULY '10	PARKING		01/2011	354.12	
10-5110-453.34-50	07/26/2010	VERIZON WIRELESS JULY '10	PRPL ADM		01/2011	63.83	
10-5121-451.34-50	07/26/2010	VERIZON WIRELESS JULY '10	PRPL-RECREATION		01/2011	347.47	
10-5140-436.34-50	07/26/2010	VERIZON WIRELESS JULY '10	CEMETERY		01/2011	45.06	
10-5112-452.34-50	07/26/2010	VERIZON WIRELESS JULY '10	PARKS PMD		01/2011	45.40	
10-5112-452.34-50	07/26/2010	VERIZON WIRELESS JULY '10	PARKS		01/2011	1,588.00	
10-5112-452.34-50	07/26/2010	VERIZON WIRELESS JULY '10	PARKS IRRIGATION		01/2011	216.83	
10-1543-415.34-50	07/26/2010	VERIZON WIRELESS JULY '10	PURCHASING		01/2011	67.77	
660-3110-431.34-50	07/26/2010	VERIZON WIRELESS JULY '10	PW ADM		01/2011	332.90	
209-4451-428.34-50	07/26/2010	VERIZON WIRELESS JULY '10	BUILDING		01/2011	181.23	
670-3141-489.34-50	07/26/2010	VERIZON WIRELESS JULY '10	ENGINEERING		01/2011	517.72	
541-3121-435.34-50	07/26/2010	VERIZON WIRELESS JULY '10	SOLID WASTE		01/2011	50.92	
211-3131-433.34-50	07/26/2010	VERIZON WIRELESS JULY '10	STREET/TRAFFIC		01/2011	413.07	
541-3123-435.34-50	07/26/2010	VERIZON WIRELESS JULY '10	SW ON CALL		01/2011	75.76	
502-7700-611.34-50	07/26/2010	VERIZON WIRELESS JULY '10	PUD ENVIRN 1/2		01/2011	19.11	
512-8700-628.34-50	07/26/2010	VERIZON WIRELESS JULY '10	PUD ENVIRN 1/2		01/2011	19.11	
502-7400-603.34-50	07/26/2010	VERIZON WIRELESS JULY '10	WATER TREATMENT		01/2011	839.49	
502-7500-609.34-50	07/26/2010	VERIZON WIRELESS JULY '10	WATER SYSTEMS		01/2011	319.20	
512-8500-625.34-50	07/26/2010	VERIZON WIRELESS JULY '10	WASTEWATER SYS		01/2011	809.39	
502-7312-602.34-50	07/26/2010	VERIZON WIRELESS JULY '10	PWBLKNP MTRSHOP		01/2011	485.72	
502-7314-602.34-50	07/26/2010	VERIZON WIRELESS JULY '10	PWBLKNP STORES		01/2011	116.65	
502-7311-602.34-50	07/26/2010	VERIZON WIRELESS JULY '10	PWBLKNP OFFICE		01/2011	118.64	
512-8400-623.34-50	07/26/2010	VERIZON WIRELESS JULY '10	WASTEWATER TREA		01/2011	1,113.23	
606-1931-484.34-50	07/26/2010	VERIZON WIRELESS JULY '10	TELECOMM SYS		01/2011	553.09	
571-7142-713.31-60	07/26/2010	VERIZON WIRELESS JULY '10	ON-CALL MET		01/2011	92.83	
571-7141-713.34-50	07/26/2010	VERIZON WIRELESS JULY '10	MET TRANSIT		01/2011	64.22	
10-4321-419.34-50	07/26/2010	VERIZON WIRELESS JULY '10	CODE ENFORCEMT		01/2011	176.68	
150-2170-441.34-50	07/26/2010	VERIZON WSCA JULY 2010	AN SHELTER MDT		01/2011	225.05	
717-2166-421.34-50	07/26/2010	VERIZON WSCA JULY 2010	CCSIU AIR CARD		01/2011	562.69	
717-2166-421.34-50	07/26/2010	VERIZON WSCA JULY 2010	CCSIU RAVEN		01/2011	90.02	
150-2221-422.34-50	07/26/2010	VERIZON WSCA JULY 2010	FIRE DEPT AIR C		01/2011	45.01	
150-2221-422.34-50	07/26/2010	VERIZON WSCA JULY 2010	FIRE MDT		01/2011	585.13	
620-1911-482.34-50	07/26/2010	VERIZON WSCA JULY 2010	ITD AIR CARD		01/2011	77.82	
260-5517-455.34-50	07/26/2010	VERIZON WSCA JULY 2010	LIBRARYOUTREACH		01/2011	135.03	
150-2111-421.34-50	07/26/2010	VERIZON WSCA JULY 2010	MDT TOUGHBOOK		01/2011	3,603.08	
150-2111-421.34-50	07/26/2010	VERIZON WSCA JULY 2010	POLICE ICAC		01/2011	45.51	
150-2111-421.34-50	07/26/2010	VERIZON WSCA JULY 2010	POLICE AIR CARD		01/2011	45.01	
150-2111-421.34-50	07/26/2010	VERIZON WSCA JULY 2010	POLICE USM MDT		01/2011	171.94	
10-5112-452.34-50	07/26/2010	VERIZON WSCA JULY 2010	PARKS PMD AIR		01/2011	45.01	
209-4451-428.34-50	07/26/2010	VERIZON WSCA JULY 2010	BUILDING AIR		01/2011	381.08	
502-7500-609.34-50	07/26/2010	VERIZON WSCA JULY 2010	PUD AIR CARD		01/2011	45.01	
07/30/2010	735393	WESTERN MUNICIPAL CONSTRUCTION	11742			481,364.82	
416-7493-603.93-40	06/30/2010	WO0913 STAPLES REDUN WTR	3	274052	13/2010	481,364.82	
07/30/2010	735398	WILLIAM BROTHERS CONSTRUCTION	8323			69,879.15	
421-8493-623.93-40	06/30/2010	WO0822 WWTP DISINFEC SYS	3	272596	13/2010	69,879.15	
07/30/2010	735399	WILLIAMS PLUMBING HEATING &	21166			137,347.50	
562-7120-711.92-90	07/28/2010	MISC SERVICES	274775-2	274775	01/2011	137,347.50	

PROGRAM: GM350L
CITY OF BILLINGS

MINIMUM AMOUNT: 2,500.00
FROM 07/30/2010 TO 07/30/2010

BANK CODE 00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
07/30/2010	735403	YELLOWSTONE COUNTY FINANCE DPT	16736				
150-2111-421.35-90	07/27/2010	MISC SERVICES	PRISONER	276592	01/2011	3,477.12	
150-2111-421.35-90	07/27/2010	MISC SERVICES	JUNE	276743	01/2011	3,300.00	
						177.12	
07/30/2010	735405	YELLOWSTONE KELLYS CATERING	7639				
10-1750-417.33-65	07/27/2010	MISC SERVICES	1606	276723	01/2011	3,195.00	
						3,195.00	
07/30/2010	735408	YELLOWSTONE VALLEY ANIMAL SHEL	20525				
150-2170-441.39-90	07/27/2010	CONTRACT SERVICE\VET CARE	09-1127\09-1125	276744	01/2011	20,146.05	
150-2171-441.35-12	07/27/2010	CONTRACT SERVICE\VET CARE	09-1127\09-1125	276744	01/2011	20,056.05	
						90.00	
DATE RANGE TOTAL *						1,706,359.49 *	

Regular City Council Meeting

Date: 08/23/2010

TITLE: Public Hearing for Variance Request from Installing Sidewalk at 5835 Ironwood Drive

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

The owners of the property located at 5835 Ironwood Drive, Neal and Sally Johnson, request a variance from the requirement to install sidewalk along their property frontage. The installation of sidewalk was required through the Subdivision Improvements Agreement for Ironwood Subdivision, 2nd Filing. The home was constructed in 2006 by Wells Built Homes and a right of way permit was issued for the sidewalk fronting the lot. Ironwood Drive is classified as a Collector Street and the Subdivision Improvements Agreement identified a walking path be constructed throughout the subdivision according to an approved plan behind and between lots and also along the north side of Ironwood Drive. To date, sidewalk has been installed along the north side of Ironwood Drive along all of the lots except the last two on the east side of the subdivision. Both of these lots were developed in 2006 and the sidewalk was not installed with the buildings. The construction of the sidewalk for both lots was put into the 2010 Miscellaneous/Developer Related project approved by City Council on April 26, 2010. Attached are letters from the property owners and the developer. Both state that sidewalk is not needed due to the fact that a path exists on the other three sides of this property and that a court ruling does not require the construction of Ironwood Drive to extend further to the east. While both of these are true, a connection could still happen to the east even if it is just a sidewalk extension. To the east of Ironwood Subdivision is vacant land that can be developed in the future. While there is a path on the other three sides of the property, there is not continuous sidewalk along Ironwood Drive, which is a collector street.

ALTERNATIVES ANALYZED

The Council may:

- Approve the variance. Approval of this variance allows the property owners to not install sidewalk, and the sidewalk would be deleted from the 2010 Miscellaneous/Developer Related Project. If the sidewalk is not installed at this property and the next door property, there would be a gap in the sidewalk if Ironwood Boulevard is ever extended to the east.
- Do not approve the variance. If this variance is denied, the owner's option is to meet the requirements of the Subdivision Improvements Agreement and the installation of the sidewalk would be completed under the 2010 Miscellaneous/Developer Related Project.

FINANCIAL IMPACT

There is no direct financial impact to the City associated with this variance.

RECOMMENDATION

Staff recommends that the City Council deny the variance for 5835 Ironwood Drive.

APPROVED BY CITY ADMINISTRATOR

Attachments

5835 Ironwood Drive

5835 Ironwood Drive

5835 Ironwood Drive

5835 Ironwood Drive

5835 Ironwood Drive

Application for Variance

Application # _____

APPLICATION FOR VARIANCE

1. Legal description of property: Ironwood Estates Subdivision
2nd filing lots 22 and 23 Block 12
2. Address (if unknown, contact the City Engineer's office) or general location: 5835 Ironwood Drive
3. Owner(s): Neal and Sally Johnson
(Recorded Owner) 5835 Ironwood Dr 59106
(Address) 655-3664
(Phone Number)
4. Agent(s): Neal and Sally Johnson
(Name) 5835 Ironwood Dr 59106
(Address) 655-3664
(Phone Number)
5. Section of the Site Development Ordinance that this request for variance applies to: _____
Work order 09-02 and Resolution # 10-18930
6. Reason for request: Please see attached letter.
We have also enclosed a copy of the
email Dan Wells sent to Debi Meling
regarding our request for a variance.
7. Covenants for deed restrictions on the property: Yes _____ No X
(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: _____

(Recorded Owner)

Date: May 26, 2010Fee: 50.00Receipt #: 344816

Hearing Date: _____

May 26, 2010

City of Billings
Public Works Department
Building Department
City Engineering
City Council

To all whom this may concern,

We are requesting a variance from Resolution No. 10-18930 requiring the installment of a sidewalk along our property frontage for the following reasons:

1. The Ironwood plat provided us by Dan Wells approximately two years ago does not show a sidewalk in front of our property (Block 12, lots 22 and 23).

Approximately two years ago I requested a copy of the Ironwood subdivision plat from Dan Wells, the developer, to facilitate the distribution of fliers for neighborhood social events. It had nothing to do with our sidewalk because we didn't even know it was an issue at that point. The plat provided does not show a sidewalk in front of the Pennington's house (Block 12, lot 24) or our house (lots 22 and 23). (Please see copy of plat provided. Proposed sidewalks are highlighted in blue. Our lots are highlighted in pink.) It does show a sidewalk ending at the Satchell's house (lot 25). As per the plat, there is a sidewalk that ends at a trail at the edge of lot 25. (See photographs 1 and 2.) Our lots and Pennington's lot were part of the second filing. We understood that since it was not shown on the plat, the sidewalk was not required as part of the second filing. We understood the sidewalk was meant to end at the trail as shown.

2. We have public, city trails around three sides of our house and do not see that a sidewalk across the front of our house would provide any added public benefit.

As mentioned by Dan Wells in his email to Debi Meling, apparently there was some debate as Ironwood was initially being developed as to whether or not there should be sidewalks on one or both sides of Ironwood Drive. It was determined that sidewalks should be in place on the north side of Ironwood Drive because there were no trails designated behind those homes. However, since the homes on the south side of Ironwood Dr. all had trails behind them a sidewalk was unnecessary. (Trails are highlighted in yellow on the plat provided.) Our home not only has a public trail behind it, but also on both the east and west sides. (Please also see photographs 3-8.) People use those trails frequently and we fail to see how adding a sidewalk in front of our home would provide any better access. If a sidewalk were added, it would end at the trail on the east side of our lot anyway, so it wouldn't really lead anywhere. All it would do is make us an island that our neighbors could do laps around! Our home already has more public walkways around it than any other in the neighborhood . . . and probably the city.

3. Our landscaping, curbing, etc. is complete and the addition of a sidewalk would be a huge expense and would alter the appearance and feel of our home. Not only would we

have the expense of the sidewalk itself, but would have to redo sprinkler systems, possibly drainage pipes, landscaping, etc.

James Pennington had already been issued an occupancy permit and had been living in his home for several months before our home was completed. We were informed that no mention was made requiring him to have a sidewalk and that we shouldn't be required to either, since it wasn't shown on the plat, we were part of the second filing, and we were already completely surrounded by public walkways. So we installed a sidewalk up next to our house, leading from the driveway to our front porch and another sidewalk leading from our mailbox to our porch. After moving in and also being issued an occupancy permit, we began the slow process of completing our landscaping. We now have a drainage pipe across the entire front of our yard and an underground sprinkler system that would have to be modified to accommodate the addition of a sidewalk. Our yard is fully landscaped. This would be a huge expense and an unnecessary one since we are already completely surrounded by a public trail system. This would definitely cause "undue extreme hardship" as stated in the application for variance instructions.

You may be wondering why we did not attend the city council meeting on April 26, 2010 and present our request for variance then. We fully intended to. However, Neal spoke with Ken Ard who discouraged us from attending. He said that the sidewalk was listed in the SIAs and we really didn't have any options other than to put the sidewalk in. So we opted to attend a function for one of our kids instead. We started finding out bids to put a sidewalk in. In the mean time, we spoke with the developer, Dan Wells, and explained our dilemma. He felt that we did have other options and encouraged us to apply for a variance. Dan said that it was his understanding that a sidewalk was never intended to go in front of our lots, or Pennington's lot, but to end at Satchell's lot as is currently the case. So we decided to pursue the issue further and try to plead our case. Thank you for considering our application for a variance from this resolution. We will anxiously await your decision.

Sincerely,

A handwritten signature in black ink that reads "Neal and Sally Johnson". The signature is written in a cursive, flowing style.

Neal and Sally Johnson

sdj

Enclosures

Letter from Dan Wells

From: Dan Wells [mailto:dan@wellsbuilthomes.com]
Sent: Wednesday, May 19, 2010 12:04 PM
To: 'melingd@ci.billings.mt.us'
Subject: Ironwood sidewalks

Debi Meling
City Engineer
2224 Montana Avenue
59101

Billings Montana

Dear Debi,

I'm writing a note regarding the latest discussions about the sidewalks along Ironwood drive in Ironwood. Recently two homeowners James Pennington and Neal Johnson have been told by the city engineering department that they are required to have sidewalks in front of their homes. They are going to request a variance from the city council, and I wanted to discuss their reasoning with you before you heard somewhere else what is going on. I would also like to put the necessary paperwork in place so that we have the discussions that have been agreed to in the past on record for the future.

Background:

2004

In the 1st filing of Ironwood the SIA noted that there would be sidewalks on both sides of Ironwood drive. The plat showed sidewalks on the north side of Ironwood drive. During the planning process both ideas were discussed sidewalks one side and sidewalks on both sides. It was agreed during those meetings that if a trail system was in the back of a home that would serve as the sidewalk and that it would not be necessary for sidewalks on both sides of the road.

2005

After approximately a dozen homes were completed on Ironwood drive the city inspector told us that we were not installing sidewalks along Ironwood drive as called out in the SIA. At the time Shane Gundlach and I were the developers of Ironwood, we contacted our engineer and the problem was soon resolved, as the people who agreed to the idea of not requiring sidewalks on the same side of the roads as the trail system were all still in place and remembered the conversations that had been made. It was determined that the SIA had incorrect verbiage and once we made that conclusion it was not discussed further.

2006-2007

James Pennington worked for WBH and built a home for his family on the north side of Ironwood drive in the recently completed second filing. In this same timeframe WBH started to design for a home for the Johnson family. The legal description for the Pennington's home is: 24 block 12, the Johnson's legal is lots 22 and 23 of block 12. (the Johnson's combined two

lots) Both of these homesites have trails on the east, north & west of the homes and Ironwood Dr. is on the south side. During the course of construction of the Pennington home James found out that the permit noted a sidewalk on the front of his home. This was not a huge matter since we had been dealing with the sidewalk confusion on all of the Ironwood drive homes and we had not been installing sidewalks when a trail was behind the house. James was told by the building department that he would have to go to the city council and request a variance for his house if he wanted to put an end to the sidewalk matter. At the city council meeting before the council voted they wanted to get more information from the city engineering department and ultimately held off on the vote. As time moved on James thought the matter finished or at least not going to resurface, because of the agreement that was made in the 1st phase of Ironwood. At the completion of the Pennington home and Johnson home the city issued occupancy permits for these homes and no more thought was given the matter.

2008

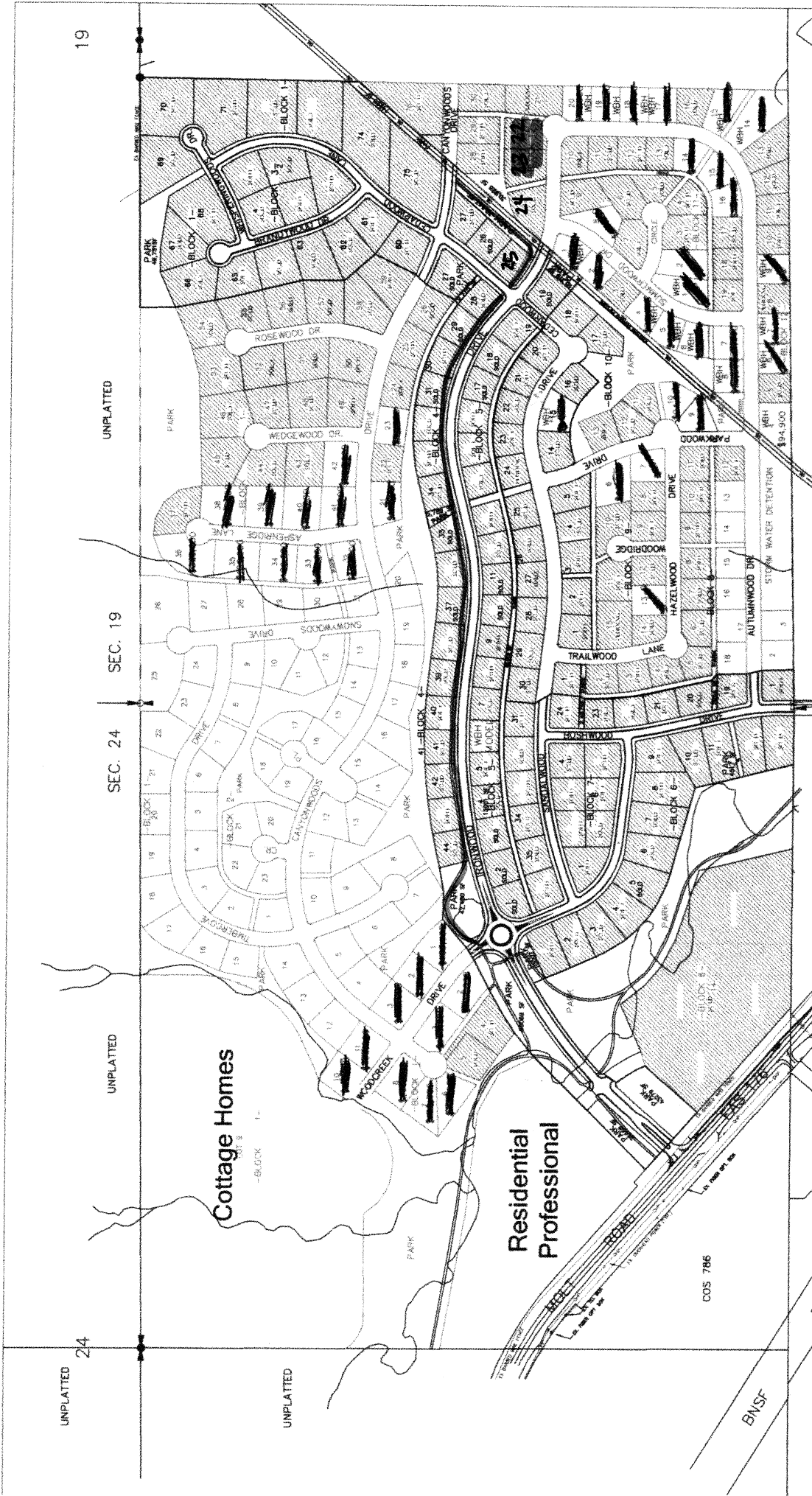
District court upheld Ironwood Covenants stating that Ironwood drive could not be extended through lot 21 ensuring that forever forward Ironwood drive collector status ends as originally designed.

2010

Neal Johnson is contacted by Ken Ard with the city engineers stating he has to install sidewalks or the city will. Neal contacts Wells Built Homes.

With that quick background I hope that we can come to a conclusion that is beneficial for the city, the residents of Ironwood and the homeowners. It has become apparent to me we need to amend the SIA or add the necessary language that forever puts to rest the decisions that were made by the developers, their consultant and the city. The benefit of installing a sidewalk will provide little benefit from what is already provided via the trail system on the three sides of these homes. The homeowners landscaping is compete and it would be huge expense and change in the feel of their homes if the front of their homes are changed.

Debbi I would be glad to meet with you on this. I will be in the office on Monday, 11/16/10. I will be in the office on Monday, 11/16/10. I will be in the office on Monday, 11/16/10.



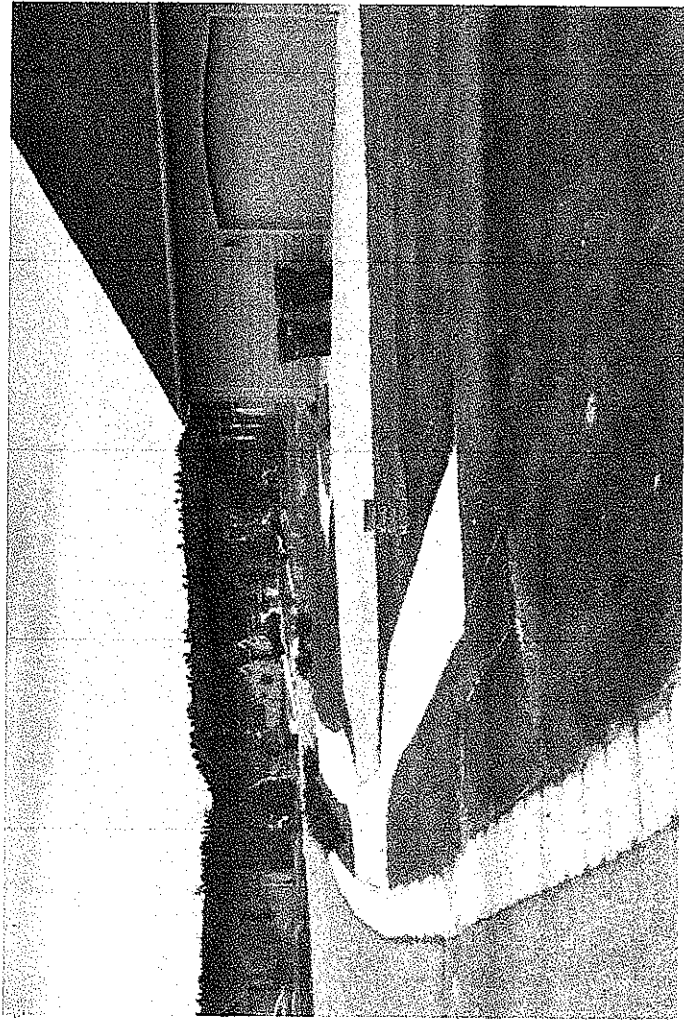
LOTS SOLD

IRONWOOD

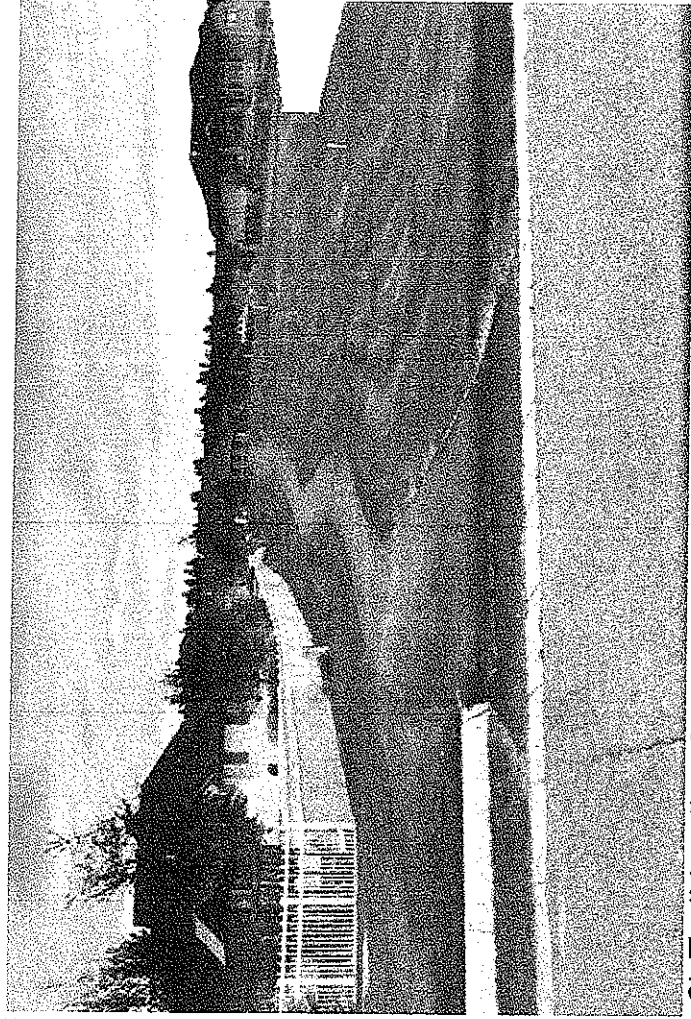
656-1301

sidewalk
trails
over lots

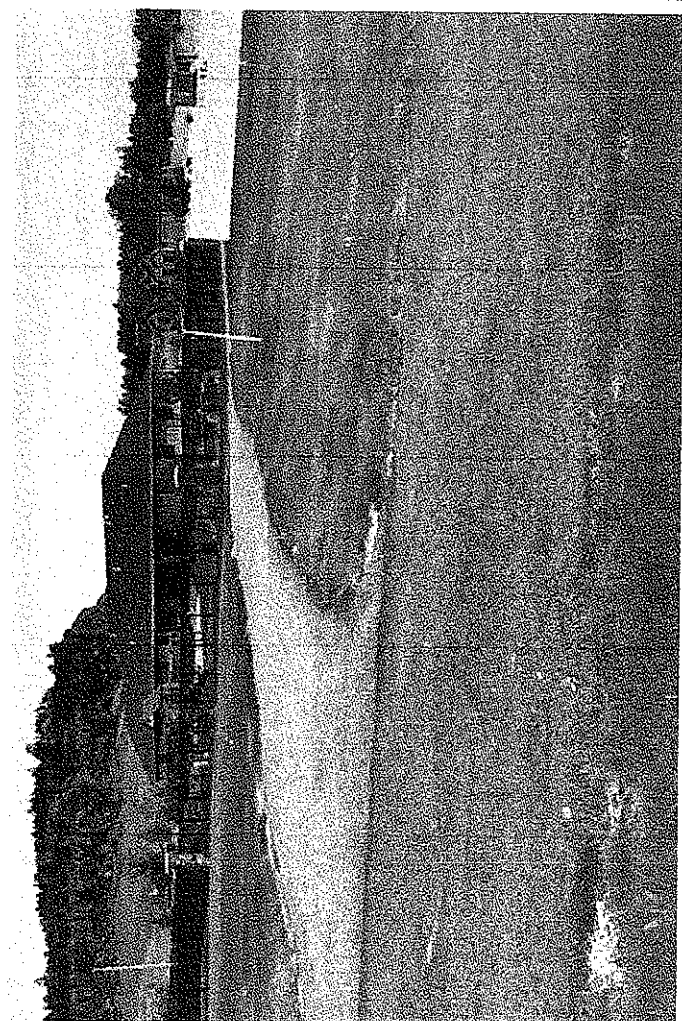
PRICES GOOD THROUGH JUNE 1, 2008
LOT SUBJECT TO PRIOR SALE



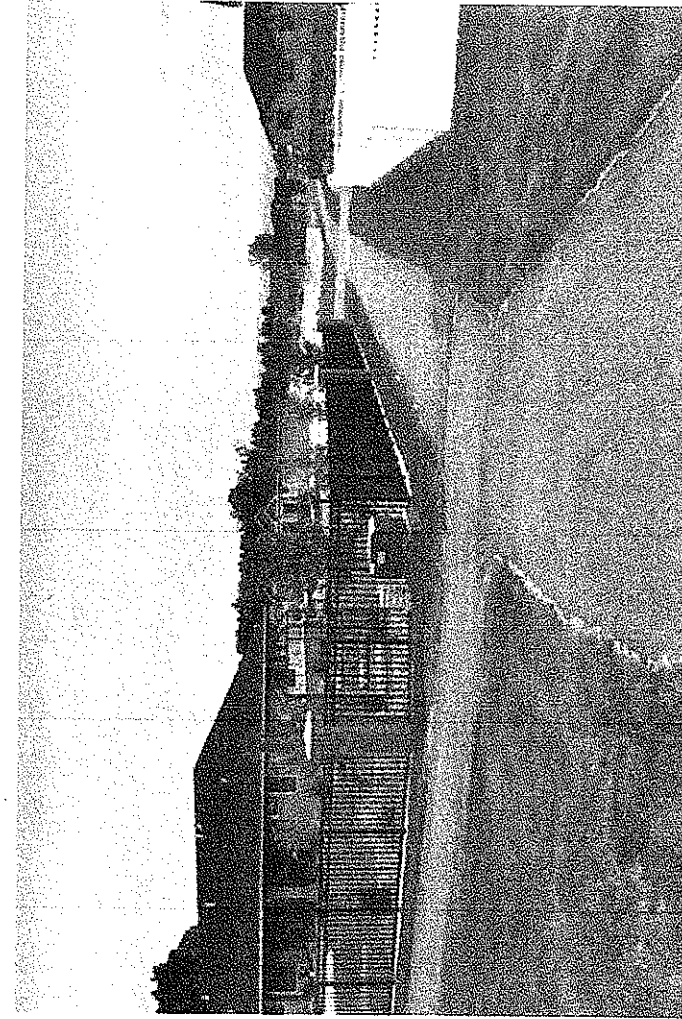
1) Sidewalk on lot 25 ending in public trail



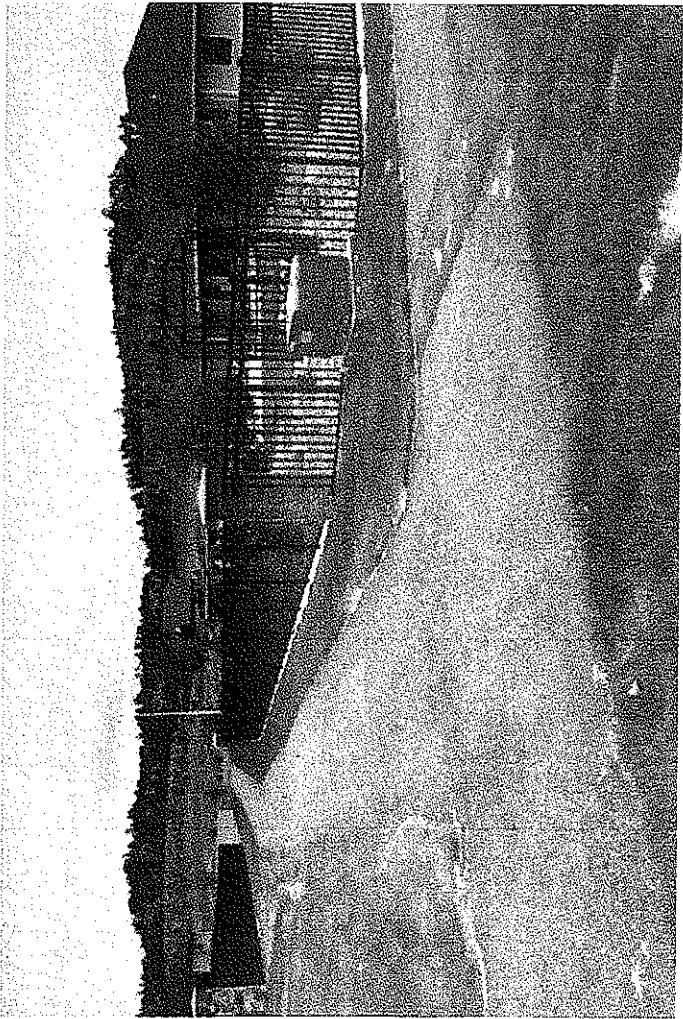
2) Trail leading from Ironwood Dr. north to Canyonwoods Dr. (between lot 25 and lot 24)



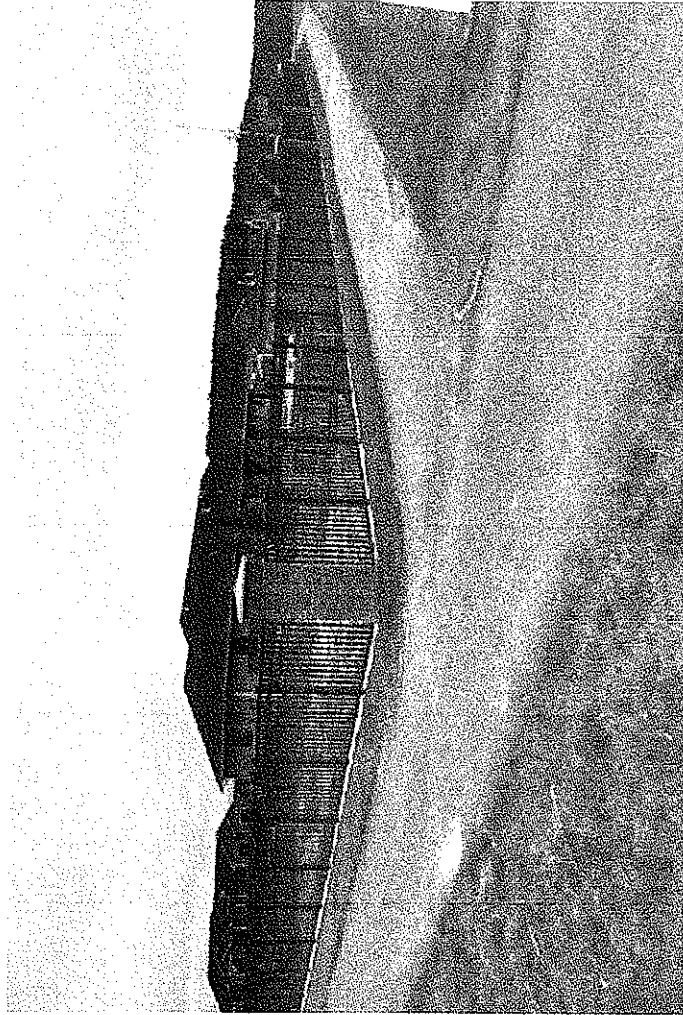
3) Trails intersecting behind lot 24, leading south to Ironwood Dr. (between lot 24 and lots 22/23)



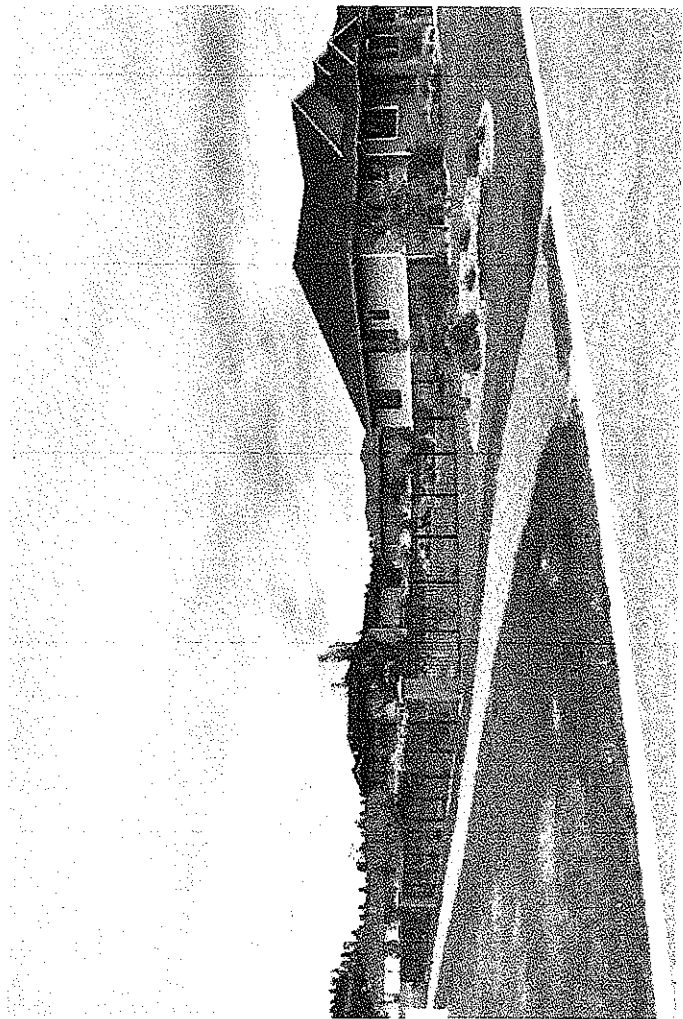
4) Intersection of north-south trail on west side of lots 22 and 23 with trail leading east behind lots 22 and 23.



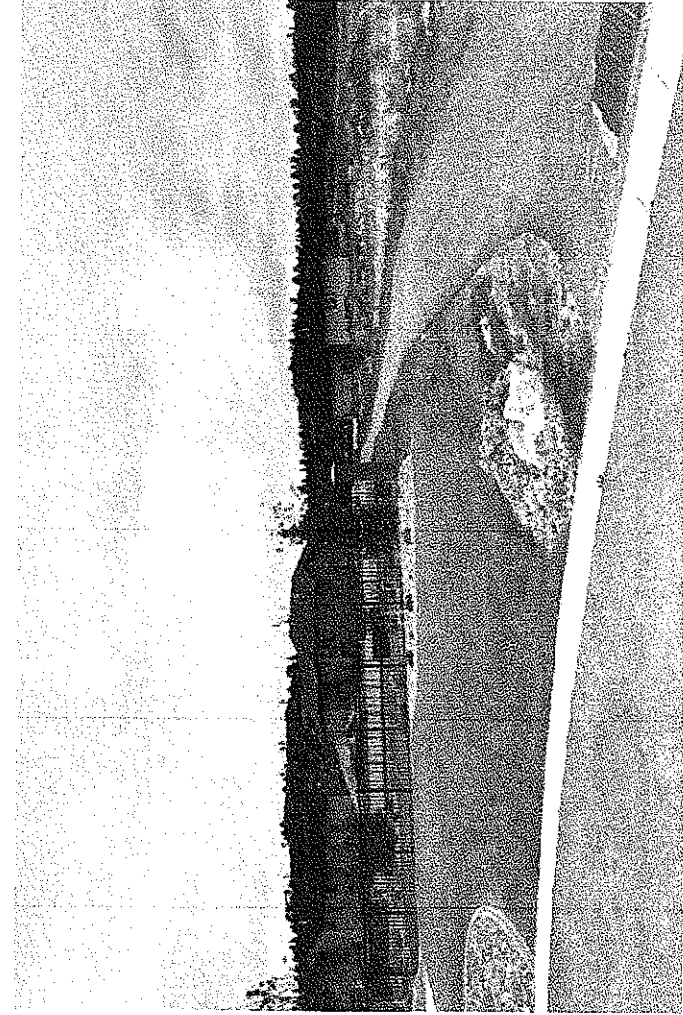
5) Trail leading east behind lots 22 and 23. (NW corner of lots)



6) NE corner of lots 22 and 23



7) Trail on west side of lots 22 and 23, connecting trails to Ironwood Dr.



8) Trail on east side of lots 22 and 23, connecting Canyonwood to Ironwood Dr.

Regular City Council Meeting

Date: 08/23/2010

TITLE: Public Hearing and Resolution Regarding New Airport Revenue Bonds, Series 2010B

PRESENTED BY: Tom Binford

Department: Airport

Information

PROBLEM/ISSUE STATEMENT

Preliminary steps were initiated to structure the future bond financing for the new Quick Turn Around (QTA) Facility; a new car wash and maintenance facility that will be utilized by all On-Airport rental car companies to wash, detail, and maintain their fleets. On April 12, 2010, the Council approved the Airport's Recovery Zone Facility Bond Application for this purpose. On April 12, 2010, the Council also approved refinancing/refunding the outstanding Series 2000 Airport Revenue Refunding Bonds to reduce interest costs, and authorized the selection of an underwriter for the bonds. Through a request for proposal process, Piper Jaffray & Company was selected as the bond underwriter for both the refunding bonds and the future QTA bonds. The Series 2010A Refunding Bonds were sold at a negotiated sale within certain parameters set by resolution and approved by the Council on May 24, 2010. The refinancing/refunding process was completed on June 30, 2010, and the Refunding Bond sale closed on July 28, 2010.

Planning and design work on the new QTA Facility was completed and competitive bids were requested for the construction. Bids will open on August 24, 2010. It is anticipated that the Council will consider an award for a construction contract at its September 13, 2010 meeting.

This resolution authorizes the sale of new bonds to finance the QTA project, sets parameters for the new bond issue, and authorizes the Financial Services Manager to approve the parameters relating to the bonds and to sign a bond purchase agreement. This authority allows the City to act quickly on the bond sale, but within parameters that the City Council sets. Proceeds from the sale of the Airport Revenue Bonds Series 2010B will be used to (1) pay a portion of the costs of designing, engineering, and constructing the new QTA Facility, (2) fund the debt reserve requirements for these bonds, and (3) pay the cost of issuance of the bonds.

ALTERNATIVES ANALYZED

The Council may:

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

FINANCIAL IMPACT

The bonds will be sold to the underwriter on terms and at a purchase price within the limitations and parameters outlined in the attached resolution.

RECOMMENDATION

Staff recommends the Council hold the public hearing and approve the resolution after the public hearing.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of the resolution, entitled: "RESOLUTION RELATING TO AIRPORT QUICK TURN AROUND FACILITY AND AIRPORT REVENUE BONDS, SERIES 2010B (CUSTOMER FACILITY CHARGE SUPPORTED); APPROVING THE QUICK TURN AROUND FACILITY AS A RECOVERY ZONE FACILITY PROJECT; AUTHORIZING THE ISSUANCE OF THE AIRPORT REVENUE BONDS (CUSTOMER FACILITY CHARGE SUPPORTED) AS ECONOMIC RECOVERY ZONE FACILITY BONDS AND AUTHORIZING THE NEGOTIATED SALE THEREOF" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council at a meeting on August 23, 2010, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

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

WITNESS my hand officially this _____ day of August, 2010.

City Clerk

(SEAL)

RESOLUTION NO. _____

RESOLUTION RELATING TO AIRPORT QUICK TURN
AROUND FACILITY AND AIRPORT REVENUE BONDS,
SERIES 2010B (CUSTOMER FACILITY CHARGE
SUPPORTED); APPROVING THE QUICK TURN AROUND
FACILITY AS A RECOVERY ZONE FACILITY PROJECT;
AUTHORIZING THE ISSUANCE OF THE AIRPORT
REVENUE BONDS (CUSTOMER FACILITY CHARGE
SUPPORTED) AS ECONOMIC RECOVERY ZONE FACILITY
BONDS AND AUTHORIZING THE NEGOTIATED SALE
THEREOF

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

Section 1. Recitals. The City, pursuant to Montana Code Annotated (“M.C.A.”), Title 67, Chapter 11, Parts 1-4 as amended (the “Act”), and other laws of the State of Montana, has established and presently owns and operates certain airport facilities commonly known as Billings Logan International Airport (the “Airport”). The Council has elected to exercise the powers of an airport authority under the Act. Under the provisions of the Act, the City is authorized to issue and sell its revenue bonds to provide funds for any of its corporate purposes related to the Airport. The City’s Director of Aviation and Transit has determined that it is necessary and desirable that a new car wash and maintenance facility be constructed at the Airport for the use of all rental car concessionaires at the Airport (“On-Airport Rental Car Companies”) that enter into an agreement with the City for use of Airport facilities (an “On-Airport Rental Car Company Agreement”). The new car wash and maintenance facility, which will be known as the Quick Turn Around Facility (the “QTA Facility”), is estimated to cost approximately \$6,500,000 (the “Project”). It is proposed that the City would issue Airport Revenue Bonds in the maximum aggregate principal amount of \$7,500,000 to pay the costs of constructing and financing the QTA Facility (the “Airport Facility Revenue Bonds, Series 2010B (Customer Facility Charge Supported)” or the “Series 2010B Bonds”), the principal and interest of which would be payable from Airport revenues, in particular revenues derived from a Customer Facility Fee established by Ordinance No. 10-5515 of the City.

Section 2. Recovery Zone Facility Bonds. Under Internal Revenue Service Notice 2009-50, the City has been allocated authority to issue \$26,831,000 of bonds designated as recovery zone facility bonds, and pursuant to Section 1400U-1(a)(3) of the Code, Section 17-5-116, M.C.A., and the Montana Department of Administration’s Recovery Zone Bond Allocation Policy, the City has been reallocated authority from Yellowstone County to issue an additional \$9,973,000 of bonds designated as recovery zone facility bonds, such that the City has \$36,804,000 total authority to issue recovery zone facility bonds, of which \$20,000,000 has been previously allocated. The Director of Aviation and Transit has filed an application with the City Financial Services Manager requesting that this Council authorize the issuance of the Series 2010B Bonds as Recovery Zone Facility Bonds. The Series 2010B Bonds issued to finance the QTA Facility may be issued as Recovery Zone Facility Bonds under Section 1401 of the

American Recovery and Reinvestment Act of 2009, as codified at Sections 1400U-1 through 1400U-3 of the Internal Revenue Code of 1986, as amended (the “Code”).

Section 3. Public Hearing and Findings. At a public hearing duly called, noticed and held on August 23, 2010, as required by the Act and Section 147 of the Internal Revenue Code, all persons who appeared were afforded an opportunity to express their views with respect to the proposal to undertake and finance the Project. Based on the public hearing, any written comments filed with the City Clerk, and such other facts and circumstances as this Council deems relevant, this Council hereby finds, determines and declares, as follows:

(a) The Project, as proposed, will be suitable for use for Airport purposes eligible for financing under the Act and in accordance with Sections 1400U-1 and 1400U-3 of the Code.

(b) In preliminarily authorizing the Project and the issuance of the Series 2010B Bonds, the City’s purpose is and the effect thereof will be to promote the public welfare of the City and its residents by preserving and creating jobs and promoting economic recovery and assisting those most impacted by the recession in a recovery zone.

(c) The undertaking of the Project and the issuance of the Series 2010B Bonds to finance it will be in the public interest.

(d) The City is authorized to designate the Series 2010B Bonds as recovery zone facility bonds under Section 1400U-3 of the Code and Section 90-5-103(6) of the Act.

(e) The Project complies with the requirements of Resolution No. 09-18890.

Section 4. Approval. Subject to Section 7 below, the Council hereby approves the Project and the issuance of the Bonds in the maximum approximate aggregate principal amount of \$7,500,000 to finance the Project, to establish a debt service reserve for the Series 2010B Bonds, and to pay costs associated with the issuance thereof. The Series 2010B Bonds shall be designated “recovery zone facility bonds” under Section 1400U-3 of the Code.

Section 5. Allocation. The Council hereby allocates \$7,500,000 of the City’s authority to issue recovery zone facility bonds to the Project.

Section 6. Sale of the Series 2010B Bonds; Bond Purchase Agreement. Pursuant to the Act, this Council had previously determined that it would be in the best interests of the City to sell the Series 2010B Bonds at a negotiated sale and, pursuant to a request for proposal process, duly authorized by this Council, with the assistance of the City’s financial advisor Springsted Incorporated, selected Piper Jaffray & Co., of Helena, Montana and Denver, Colorado, to be the underwriter of the Series 2010B Bonds (the “Underwriter”). The Series 2010B Bonds shall be sold to the Underwriter on terms and at a purchase price within the following limitations: (1) the purchase price shall be not less than 99.305% of par, exclusive of original issue discount or original issue premium; (2) the aggregate principal amount of the Series 2010B Bonds shall not exceed \$7,500,000; and (3) the adjusted yield of the Series 2010B

Bonds to the City over the term of the Series 2010B Bonds shall not exceed 5.80% per annum. All costs of issuing the Series 2010B Bonds (including, without limitation, the fees and expenses of bond counsel, the fees of the paying agent and registrar, rating agency fees, underwriter fees, financial advisor fees, printing expenses relating to the preliminary official statement and official statement, and the costs of printing the Series 2010B Bonds) shall be paid by the City.

The City Financial Services Manager is hereby authorized and directed to approve the principal amounts, purchase price, maturity dates (provided that the final maturity date complies with the requirements of the Act), basic and additional interest rates, original issue discount or original issue premium, and redemption provisions of or relating to the Series 2010B Bonds, subject to the limitations contained in the preceding paragraph. Upon approving such terms, the Financial Services Manager and the City Administrator are hereby authorized and directed to approve, execute and deliver to the Underwriter a bond purchase agreement (the "Bond Purchase Agreement"), containing the agreement of the City to sell, and the agreement of the Underwriter to purchase, the Series 2010B Bonds on the terms so approved, and containing such other provisions as such officers shall deem necessary and appropriate. In the event of the absence or disability of the Financial Services Manager or the City Administrator, the Mayor or Deputy City Administrator of the City shall make such approvals and execute and deliver the Bond Purchase Agreement. The execution and delivery by two appropriate officers of the City of the Bond Purchase Agreement shall be conclusive as to the approval of such officers of the terms of the Series 2010B Bonds and the agreement of the City to sell the Series 2010B Bonds on such terms in accordance with the provisions thereof.

The form of the Series 2010B Bonds and the security therefor shall be prescribed by a subsequent resolution to be adopted by this Council.

Section 7. Preliminary Official Statement. The Financial Services Manager and other officers of the City, in cooperation with the Underwriter, Springsted Incorporated as financial advisor to the City, and Dorsey & Whitney as Bond Counsel and Disclosure Counsel, are hereby authorized and directed to prepare a Preliminary Official Statement to be distributed by the Underwriter to potential purchasers of the Series 2010B Bonds. The Financial Services Manager is hereby authorized and directed on behalf of the City to approve the Preliminary Official Statement and deem it a "final" official statement as of its date, in accordance with Rule 15c2-12(b)(1) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

Adopted this 23rd day of August, 2010.

CITY OF BILLINGS, MONTANA

Mayor

Attest: _____
City Clerk

Regular City Council Meeting

Date: 08/23/2010

TITLE: Public Hearing and First Reading of Ordinance Amending Ward V Boundary

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

City election ward boundaries must be adjusted to conform to city limit amendments resulting from the exclusion of city property. The City Council approved the exclusion of the portion of Broadwater Avenue located between 56th Street West and 58th Street West, (Annexation #10-01) on August 9, 2010 by Resolution #10-18976 requiring a change in the boundaries of Ward V. Two readings are required for this action. The first reading of the ordinance is scheduled for August 23, 2010 along with a public hearing, and the second reading is scheduled for September 13, 2010.

ALTERNATIVES ANALYZED

City Council may approve or not approve the ordinance to amend the boundary of Ward V on first reading. Approving the ordinance will modify the boundaries of Ward V to exclude the Broadwater Avenue road tract between 56th Street West and 58th Street West. Denying the ordinance will not modify the boundaries of Ward V.

FINANCIAL IMPACT

There is no budget/financial impact from this action.

RECOMMENDATION

Staff recommends that Council hold a public hearing and approve this ordinance on first reading removing recently excluded property from Ward V.

APPROVED BY CITY ADMINISTRATOR

Attachments

Ward Boundary Ordinance

ORDINANCE NO. 10-_____

AN ORDINANCE OF THE CITY OF BILLINGS, AMENDING BILLINGS MUNICIPAL CODE, CHAPTER 11, ELECTIONS, IN PARTICULAR, SECTION 11-102(c), WARD BOUNDARIES; AND CHANGING THE WARD BOUNDARIES ESTABLISHED THEREIN BY REMOVING CERTAIN NEWLY EXCLUDED REAL PROPERTY FROM WARD V PROVIDING FOR CERTIFICATION AND REPEALING OF ALL ORDINANCES AND RESOLUTIONS INCONSISTENT THEREWITH.

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

1. AMENDMENT. Pursuant to Billings Municipal Code, Section 1.16.030 and the State Law, Billings Municipal Code, Section 1.16.030 Ward Boundaries is hereby amended by removing from the following designated Ward the following described real property:

Ward V: Broadwater Avenue, annexed under Resolution No. 07-18653, Recorded December 24, 2007, Under Document No. 3449522, Records of Yellowstone County, Montana,

Broadwater Avenue Tract:

Basis of bearings Certificate of Survey No. 1322, Recorded June 27, 1973, Under Document No. 937794, Records of Yellowstone County, Montana,

Commencing at the East 1/4 corner of Section 5, T.1S., R.25E., P.M.M.; thence N 89°48'30" W along the E-W mid section line of said Section 5 for a distance of 40.0 feet to the True Point of Beginning; thence continuing along the E-W mid section line of said Section 5 N 89°48'30" W for a distance of 1264.60 feet; thence S 00°05'30" W for a distance of 30.0 feet; thence S 89°48'30" E for a distance of 1264.6 feet; thence N 00°04' E for a distance of 30.0 feet to the Point of Beginning. Said Tract containing 0.871 acres.

(# 10-01) See Exhibit "A" Attached

2. CERTIFICATION. Pursuant to M.C.A. Section 13-3-103, the above change and alteration is hereby certified to the election administrator by the City Council, and the City Administrator or his designee is hereby directed to certify the changes and alterations and to deliver a map showing the boundaries of the ward, the streets, avenues and alleys by name and the ward by number, to the election administrator not more than ten (10) days after the effective date of this ordinance.
3. REPEALER. All other ordinances, sections of the Billings Municipal Code and ordinances inconsistent herewith are hereby repealed.

PASSED by the City Council on the first reading this 23rd day of August, 2010.

PASSED by the City Council on the second reading this 13th day of September, 2010.

THE CITY OF BILLINGS

BY: _____

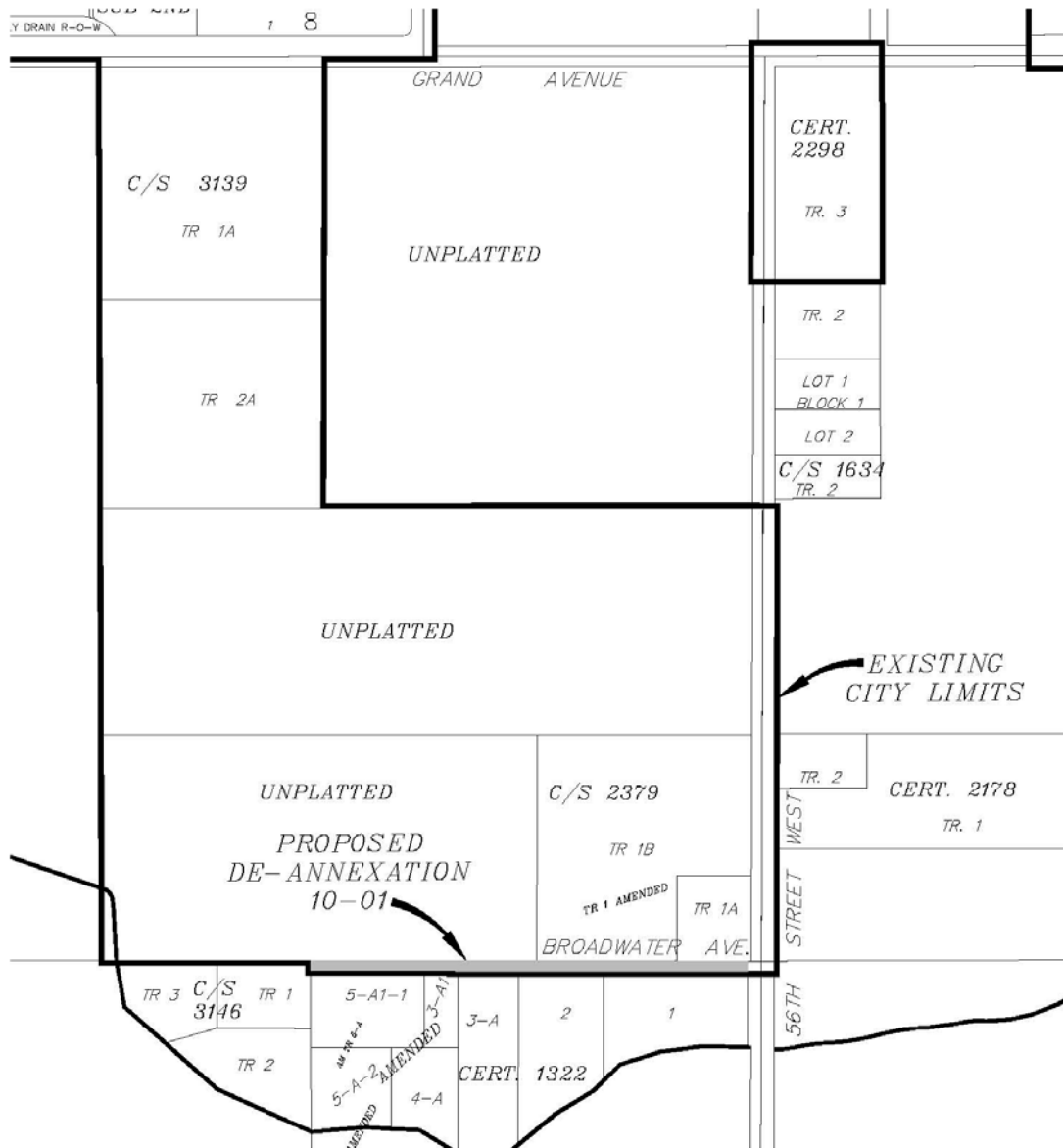
Thomas W. Hanel, MAYOR

ATTEST:

BY: _____

Cari Martin, CITY CLERK

EXHIBIT A



Regular City Council Meeting

Date: 08/23/2010

TITLE: Special Review #884 - Public Hearing - 501 Hilltop Road Patio Addition

PRESENTED BY: Candi Beaudry,
Planning & Community Services

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

This is a request for a special review for the addition of an outdoor patio to an existing location approved for a beer and wine license with gaming at 501 Hilltop Road on a 37,750 square foot parcel of land in a Highway Commercial (HC) zone. The subject property is legally described as Lots 2B and 2C, Block 1, Dicono Subdivision. The existing gross floor area of the King's Korner Casino is 4,146 square feet. The location will require a waiver of the 600 foot separation from this location and the Bench Elementary School at 505 Milton Road. The Zoning Commission held a public hearing on August 3, 2010, and voted 5-0 to recommend conditional approval and a waiver of the 600 foot separation to Bench Elementary School.

ALTERNATIVES ANALYZED

Before a recommendation of approval or conditional approval can be made, each special review request must demonstrate conformance with three primary criteria: 1) the application complies with all parts of the Unified Zoning Regulations, 2) the application is consistent with the objectives and purposes of the Unified Zoning Regulations and the 2008 Growth Policy, and 3) the proposed use is compatible with surrounding land uses and is otherwise screened and separated from adjacent land to minimize adverse impacts. This application conforms to the first criteria, in so far, that it meets required setbacks and does not exceed maximum lot coverage. The location is in one of the zoning districts that allow the addition of an outdoor patio by special review approval. The application is conforming to the purposes of the regulations and the 2008 Growth Policy. The outdoor patio addition will allow conversion of the existing King's Korner Casino into a full-service restaurant.

The application also conforms to the second and third criteria. The submitted drawing with this application appears to meet all zoning requirements for setbacks, lot coverage and landscaping. This is an opportunity to convert an existing casino to a restaurant with alcoholic beverage service and gaming. The primary focus of the current business is gaming. The new business is proposing to remodel the location including the installation of a full kitchen and the proposed outdoor patio. The outdoor patio will be large enough for outdoor dining. One of the concerns with outdoor patios is the potential for noise and Planning staff is recommending conditions of approval to address this issue since there is a 32-unit manufactured home park just to the north of the property.

The property is approximately 500 feet south of the property line of Bench Elementary School on the north side of Milton Road. The Zoning Commission found there is no direct physical access between the locations, buildings between the two uses completely block the view of the school from the proposed patio and there are substantial barriers between the two uses. The Zoning Commissions recommends a waiver of the 600 foot separation between the two properties.

FINANCIAL IMPACT

There should be no direct financial impact on the city's finances from approval of this special review.

BACKGROUND

This is a request for a special review to allow the addition of an outdoor patio to an existing bar and casino, King's Korner Casino, at 501 Hilltop Road. The property is zoned HC and is generally located on the north side of Hilltop Road just east of the Lake Elmo Drive overpass. There is a manufactured home park to the northwest and offices to the northeast. Access to the site is from the private access road off Hilltop Road. Property to the west is CC and the south is HC and both are developed for self storage warehouses. In 1997, this location was approved for the existing beer and wine license with gaming by City Council approval of Special Review #611. A waiver of the 600 foot separation distance to Bench Elementary School was not required because the application did not include the lot to the north that is the parking lot for the casino. Three years after the approval for this location, another application to add a liquor license and gaming at the gas station and convenience store to the east was denied since the City Council at that time chose not to waive the 600 foot separation distance to Bench Elementary.

The Unified Zoning Regulations requiring a 600 foot separation were modified by the City Council in 2002 to provide greater clarity on when a waiver may be considered. The current regulations allow the City Council to consider a waiver if it finds a physical barrier separates the uses such as an arterial street with no signalized pedestrian crossing, a building or buildings entirely obstructs the view of the location and there is no direct physical access between the uses. In this instance, there are substantial physical barriers between this use and the elementary school, there are buildings that entirely obstruct the view of this location from the school, and there is no direct physical access between the sites. The Planning staff recommended a waiver of the 600 foot separation distance to Bench Elementary School at 505 Milton Road. The Zoning Commission concurred with this recommendation.

The existing casino has 4,146 square feet of occupied floor area and the proposed patio will add 1,450 square feet. The patio will be enclosed, as required by state regulations for alcoholic beverage service although the site plan does not indicate the height or style of the fencing.

The Planning Division reviewed this application and recommended conditional approval. The Zoning Commission concurred with this recommendation and is forwarding the following conditions for approval:

1. The special review approval shall be limited to Lots 2B and 2C, Block 1, Dicono Subdivision generally located at 501 Hilltop Road.
2. Any expansion of the proposed patio, building, building occupancy or parking lot greater than 10 percent of what is shown on the submitted site plan will require an additional special review approval.
3. The development of the outdoor patio shall be in substantial conformance with the submitted site plan.
4. All new site lighting on the building, in parking areas or outdoor patio shall have full cut-off shields so lighting is projected to the ground and not on to adjacent properties.
5. The owner shall provide a fence of at least 4 feet in height around the outdoor patio lounge. The fence shall have at least one, exit-only gate to provide an emergency exit. Access to the outdoor patio lounge area shall be through the main indoor area of the business.

6. The owner is allowed to have background music and un-amplified live outdoor entertainment on the outdoor patio lounge. Background music is amplified music not audible beyond the outdoor patio lounge.
7. There shall be no outdoor public address system or outside announcement system of any kind.
8. A solid waste storage area shall be enclosed on three (3) sides by a sight-obscuring fence or wall and by a sight-obscuring gate on the remaining side. This enclosure shall be constructed of normal fencing materials. No chain link or wire fencing will be used for sight-obscuring enclosure.
9. The owner will install 6 (six) trees as required for the 63 provided parking spaces. The trees may be installed within the existing landscaped area. Trees must be installed so they do not block the clear vision areas at the private drive and Hilltop Road.
10. These conditions of special review approval shall run with the land described in this authorization and shall apply to all current and subsequent owners, operators, managers, lease holders, heirs and assigns.
11. The proposed development shall comply with all other limitations of Section 27-613 of the Unified Zoning Regulations concerning special review uses, and all other City of Billings regulations and ordinances that apply.

****NOTE**** Approval of this Special Review 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 level. This application is for a Special Review as noted above and no other request is being considered with this application. The Planning Division points out that the use and development of the property must be in accordance with the submitted site plan.

STAKEHOLDERS

The Zoning Commission conducted a public hearing on August 3, 2010 and received the Planning staff report and testimony from the agent, Michael Schmechel. Mr. Schmechel presented a concept drawing of the remodeled building and new patio. Mr. Schmechel stated his intention was to refocus the business as a restaurant for casual dining with an outdoor dining patio. Mr. Schmechel stated he will close the property transaction on or about August 15, 2010. Mr. Schmechel stated he will comply with the proposed conditions of approval and requested approval of the Commission. No other persons testified in favor or in opposition to the special review.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

Consistency with adopted policies and plans is discussed in the Alternatives Analyzed section of this report.

RECOMMENDATION

The Zoning Commission recommends conditional approval and a waiver of the 600 foot separation requirement to Bench Elementary School at 505 Milton Road on a 5-0 vote.

APPROVED BY CITY ADMINISTRATOR

Attachments

Attachment A - Zoning Map

Attachment B - Site Plan

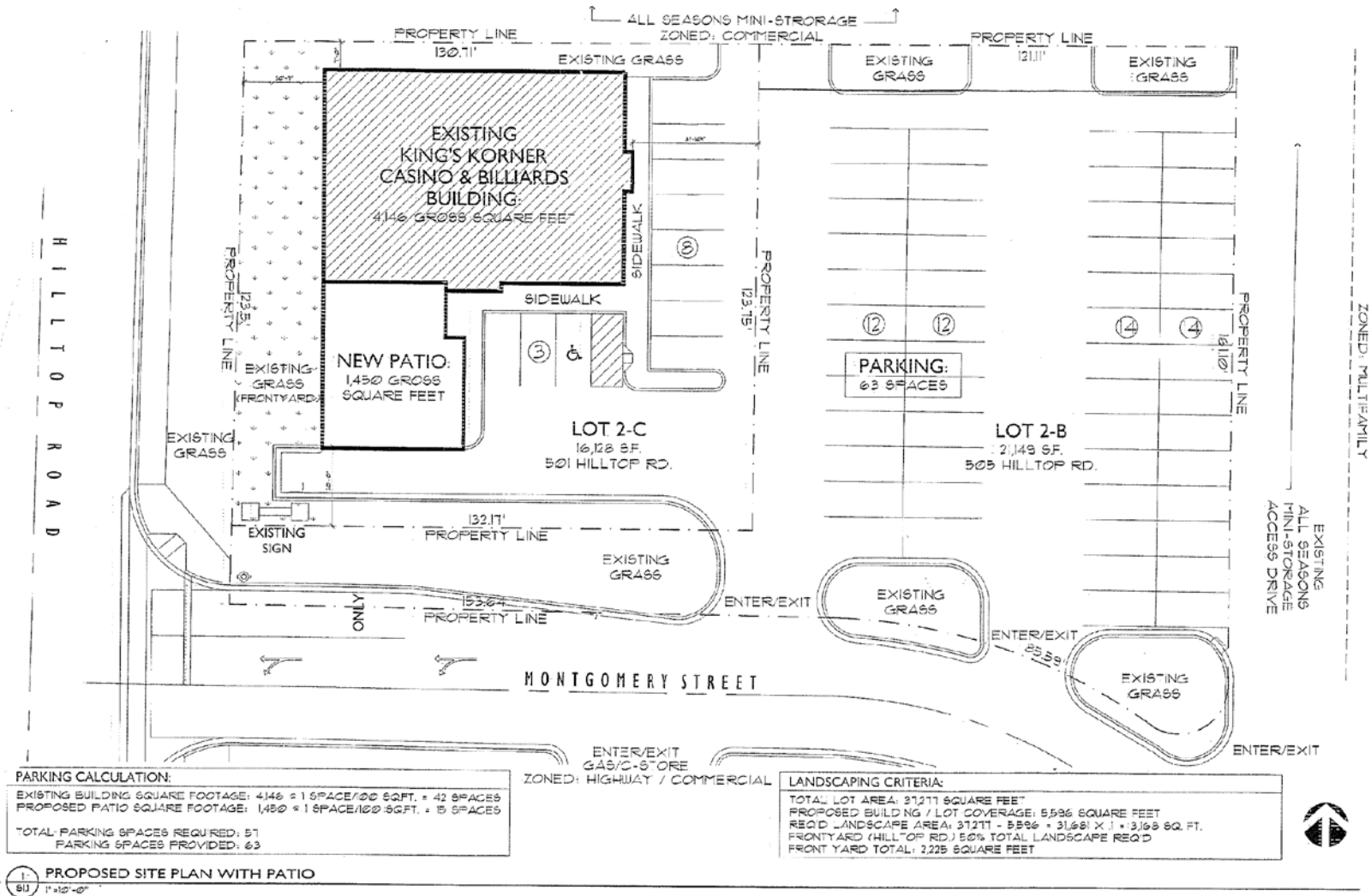
Attachment C - Site photos

Attachment D - Applicant Letter

The map displays a residential area with the following features:

- Streets:** Hilltop Road, Main Street, Wanigan Drive, Milton Lane, Hansen Lane, Joyce.
- Key Locations:** Bench Elementary, Stevens Sub., Dicono Sub., Maltese, Wagner Sub., Bede Sub., Smoky Sub., Beer Sub., WindSOR Sub., Keller Sub.
- Property Labels:** CS 1012, CS 195, CS 2795, CS 1221, CS 622, CS 446, CS 294, TR 1, TR 2, TR 3A, TR 3B, TR 3C, TR 4, TR 5, TR 6, TR 7, TR 8, TR 9, TR 10, TR 11, TR 12, TR 13, TR 14, TR 15, TR 16, TR 17, TR 18, TR 19, TR 20, TR 21, TR 22, TR 23, TR 24, TR 25, TR 26, TR 27, TR 28, TR 29, TR 30, TR 31, TR 32, TR 33, TR 34, TR 35, TR 36, TR 37, TR 38, TR 39, TR 40, TR 41, TR 42, TR 43, TR 44, TR 45, TR 46, TR 47, TR 48, TR 49, TR 50, TR 51, TR 52, TR 53, TR 54, TR 55, TR 56, TR 57, TR 58, TR 59, TR 60, TR 61, TR 62, TR 63, TR 64, TR 65, TR 66, TR 67, TR 68, TR 69, TR 70, TR 71, TR 72, TR 73, TR 74, TR 75, TR 76, TR 77, TR 78, TR 79, TR 80, TR 81, TR 82, TR 83, TR 84, TR 85, TR 86, TR 87, TR 88, TR 89, TR 90, TR 91, TR 92, TR 93, TR 94, TR 95, TR 96, TR 97, TR 98, TR 99, TR 100, TR 101, TR 102, TR 103, TR 104, TR 105, TR 106, TR 107, TR 108, TR 109, TR 110, TR 111, TR 112, TR 113, TR 114, TR 115, TR 116, TR 117, TR 118, TR 119, TR 120, TR 121, TR 122, TR 123, TR 124, TR 125, TR 126, TR 127, TR 128, TR 129, TR 130, TR 131, TR 132, TR 133, TR 134, TR 135, TR 136, TR 137, TR 138, TR 139, TR 140, TR 141, TR 142, TR 143, TR 144, TR 145, TR 146, TR 147, TR 148, TR 149, TR 150, TR 151, TR 152, TR 153, TR 154, TR 155, TR 156, TR 157, TR 158, TR 159, TR 160, TR 161, TR 162, TR 163, TR 164, TR 165, TR 166, TR 167, TR 168, TR 169, TR 170, TR 171, TR 172, TR 173, TR 174, TR 175, TR 176, TR 177, TR 178, TR 179, TR 180, TR 181, TR 182, TR 183, TR 184, TR 185, TR 186, TR 187, TR 188, TR 189, TR 190, TR 191, TR 192, TR 193, TR 194, TR 195, TR 196, TR 197, TR 198, TR 199, TR 200, TR 201, TR 202, TR 203, TR 204, TR 205, TR 206, TR 207, TR 208, TR 209, TR 210, TR 211, TR 212, TR 213, TR 214, TR 215, TR 216, TR 217, TR 218, TR 219, TR 220, TR 221, TR 222, TR 223, TR 224, TR 225, TR 226, TR 227, TR 228, TR 229, TR 230, TR 231, TR 232, TR 233, TR 234, TR 235, TR 236, TR 237, TR 238, TR 239, TR 240, TR 241, TR 242, TR 243, TR 244, TR 245, TR 246, TR 247, TR 248, TR 249, TR 250, TR 251, TR 252, TR 253, TR 254, TR 255, TR 256, TR 257, TR 258, TR 259, TR 260, TR 261, TR 262, TR 263, TR 264, TR 265, TR 266, TR 267, TR 268, TR 269, TR 270, TR 271, TR 272, TR 273, TR 274, TR 275, TR 276, TR 277, TR 278, TR 279, TR 280, TR 281, TR 282, TR 283, TR 284, TR 285, TR 286, TR 287, TR 288, TR 289, TR 290, TR 291, TR 292, TR 293, TR 294, TR 295, TR 296, TR 297, TR 298, TR 299, TR 300, TR 301, TR 302, TR 303, TR 304, TR 305, TR 306, TR 307, TR 308, TR 309, TR 310, TR 311, TR 312, TR 313, TR 314, TR 315, TR 316, TR 317, TR 318, TR 319, TR 320, TR 321, TR 322, TR 323, TR 324, TR 325, TR 326, TR 327, TR 328, TR 329, TR 330, TR 331, TR 332, TR 333, TR 334, TR 335, TR 336, TR 337, TR 338, TR 339, TR 340, TR 341, TR 342, TR 343, TR 344, TR 345, TR 346, TR 347, TR 348, TR 349, TR 350, TR 351, TR 352, TR 353, TR 354, TR 355, TR 356, TR 357, TR 358, TR 359, TR 360, TR 361, TR 362, TR 363, TR 364, TR 365, TR 366, TR 367, TR 368, TR 369, TR 370, TR 371, TR 372, TR 373, TR 374, TR 375, TR 376, TR 377, TR 378, TR 379, TR 380, TR 381, TR 382, TR 383, TR 384, TR 385, TR 386, TR 387, TR 388, TR 389, TR 390, TR 391, TR 392, TR 393, TR 394, TR 395, TR 396, TR 397, TR 398, TR 399, TR 400, TR 401, TR 402, TR 403, TR 404, TR 405, TR 406, TR 407, TR 408, TR 409, TR 410, TR 411, TR 412, TR 413, TR 414, TR 415, TR 416, TR 417, TR 418, TR 419, TR 420, TR 421, TR 422, TR 423, TR 424, TR 425, TR 426, TR 427, TR 428, TR 429, TR 430, TR 431, TR 432, TR 433, TR 434, TR 435, TR 436, TR 437, TR 438, TR 439, TR 440, TR 441, TR 442, TR 443, TR 444, TR 445, TR 446, TR 447, TR 448, TR 449, TR 450, TR 451, TR 452, TR 453, TR 454, TR 455, TR 456, TR 457, TR 458, TR 459, TR 460, TR 461, TR 462, TR 463, TR 464, TR 465, TR 466, TR 467, TR 468, TR 469, TR 470, TR 471, TR 472, TR 473, TR 474, TR 475, TR 476, TR 477, TR 478, TR 479, TR 480, TR 481, TR 482, TR 483, TR 484, TR 485, TR 486, TR 487, TR 488, TR 489, TR 490, TR 491, TR 492, TR 493, TR 494, TR 495, TR 496, TR 497, TR 498, TR 499, TR 500, TR 501, TR 502, TR 503, TR 504, TR 505, TR 506, TR 507, TR 508, TR 509, TR 510, TR 511, TR 512, TR 513, TR 514, TR 515, TR 516, TR 517, TR 518, TR 519, TR 520, TR 521, TR 522, TR 523, TR 524, TR 525, TR 526, TR 527, TR 528, TR 529, TR 530, TR 531, TR 532, TR 533, TR 534, TR 535, TR 536, TR 537, TR 538, TR 539, TR 540, TR 541, TR 542, TR 543, TR 544, TR 545, TR 546, TR 547, TR 548, TR 549, TR 550, TR 551, TR 552, TR 553, TR 554, TR 555, TR 556, TR 557, TR 558, TR 559, TR 560, TR 561, TR 562, TR 563, TR 564, TR 565, TR 566, TR 567, TR 568, TR 569, TR 570, TR 571, TR 572, TR 573, TR 574, TR 575, TR 576, TR 577, TR 578, TR 579, TR 580, TR 581, TR 582, TR 583, TR 584, TR 585, TR 586, TR 587, TR 588, TR 589, TR 590, TR 591, TR 592, TR 593, TR 594, TR 595, TR 596, TR 597, TR 598, TR 599, TR 600, TR 601, TR 602, TR 603, TR 604, TR 605, TR 606, TR 607, TR 608, TR 609, TR 610, TR 611, TR 612, TR 613, TR 614, TR 615, TR 616, TR 617, TR 618, TR 619, TR 620, TR 621, TR 622, TR 623, TR 624, TR 625, TR 626, TR 627, TR 628, TR 629, TR 630, TR 631, TR 632, TR 633, TR 634, TR 635, TR 636, TR 637, TR 638, TR 639, TR 640, TR 641, TR 642, TR 643, TR 644, TR 645, TR 646, TR 647, TR 648, TR 649, TR 650, TR 651, TR 652, TR 653, TR 6

Attachment B **Site Plan – King's Korner Casino**



Attachment C
Site photos – King's Korner Casino



Subject property

Attachment C, continued
Site photos – King's Korner Casino



View from intersection of private drive and Hilltop Road view northwest



View north along access road

Attachment C, continued
Site photos – King's Korner Casino



View west along Hilltop Road



View north to parking area and manufactured home park

Attachment D
Applicant Letter – King’s Korner Casino

Our proposal – the establishment of a walled, outdoor patio serving food, beer, and wine. The patio will be constructed adjacent to the existing building as an accompaniment to the establishment. The property is currently under contract to be purchased by Michael T. & Christine G. Schmechel

1. Answer the following questions:

A. In what ways is your proposal consistent with the goals and policies of the adopted Growth Policy?

The proposal to build an outdoor deck for the purpose of serving food, beer, and wine is consistent with all relevant “primary goals and objectives” listed in the City Council’s 2008 Growth Policy. Under the 2008 Growth Policy’s Land Use clause, the City Council cites the importance of predictable land use and development, in existing neighborhoods, as a primary concern to the vitality of the community. Our proposal complements this concern. The proposed site at which the patio would be constructed – 501 Hilltop Road - is, according to city ordinance, defined as a commercial development zone. Therefore the proposal runs parallel with the Council’s objective of predictable land use - a commercial business in a commercial zone. The proposal is also compatible with issues numbers four and six in the Land Use clause of the 2008 Growth Policy. The proposed patio can neither be viewed as an arm of urban sprawl nor as a threat to the “rural character of the land surrounding Billings,” as it will be created in a preexisting building and in an already commercially developed area. The proposal also compliments the Land Use clause’s call for more mixed-use neighborhoods by helping to create a more live-work friendly neighborhood.

The proposal is even more strongly tied to the 2008 Growth Policy’s Economic Development clause, specifically issues numbers one and nine. The creation of a sports bar and restaurant with a outdoor, beverage serving patio not only would create more “living-wage” employment opportunities, but would also be beneficial to the economic development and livelihood of the Heights. The business would offer dining services with a much shorter commute time, provide more variety to Heights’ residents, and also “capitalize on existing infrastructure and facilities,” as it would be built in the old King’s Korner casino.

B. Why is there a need for the intended use of the property at this location?

As mentioned in the 2008 Growth Policy, the Heights is often overlooked. Outdoor space for restaurants is one of the fastest growing segments of the

industry. There are very few patios in the Heights and as such, many Heights residents travel downtown or to the west-end to establishments offering outdoor seating.

C. How will the public interest be served if this application is approved?

Approval of this application will allow for the conversion of an existing business from a basic casino/pool hall into full service, non-chain restaurant with both indoor and outdoor seating. This conversion will help rejuvenate a high traffic commercial area. Our proposal is consistent with issue number one of the 2008 Growth Policy's Aesthetics clause as it would turn a somewhat drab-looking casino into a socially appealing bistro type restaurant, bar, and patio. As it would be visible from Main Street in the Heights, the proposal would add an aesthetic pleasantness to one of Billings' most important thoroughfares.

D. Written Statement addressing what is intended to be done with the property....

The addition of the deck will be only one facet of the conversion of the business currently named King's Korner. The property will undergo a renovation both inside and out including the addition of a full kitchen and extensive landscaping. This remodel will be the subject of a future building permit application.

The intended use of the property will remain the same. The special review is being sought only to allow serving of food, beer, and wine on an outdoor patio.

Regular City Council Meeting

Date: 08/23/2010

TITLE: Special Review #885 - Public Hearing - 4040 Parkhill Drive - Tenderneast Assisted Living

PRESENTED BY: Candi Beaudry,
Planning & Community Services

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

This is a request for a special review to allow four (4) new assisted living buildings with 16 dwelling units in each building for a total of 64 units in a Residential 7,000 (R-70) and Residential Multi-family-Restricted (RMF-R) zone within the Shiloh Corridor Overlay District on a 2.388 acre parcel. The subject property is legally described as Tract 2 of Rush Acreage Tracts Subdivision and Lots 5 and 6 of Block 6 Rush Subdivision, 2nd Filing. The property is generally located at 4040 Parkhill Drive on the southwest corner of the intersection of Shiloh Road and Parkhill Drive. The Zoning Commission conducted a public hearing on August 3, 2010, and is forwarding a recommendation of conditional approval on a 5-0 vote.

ALTERNATIVES ANALYZED

Before a recommendation of approval or conditional approval can be made, each special review request must demonstrate conformance with three primary criteria: 1) the application complies with all parts of the Unified Zoning Regulations, 2) the application is consistent with the objectives and purposes of the Unified Zoning Regulations and the 2008 Growth Policy, and 3) is compatible with surrounding land uses and is otherwise screened and separated from adjacent land to minimize adverse impacts. This application conforms to the first criteria, in so far, that it meets required setbacks and does not exceed maximum lot coverage. The application is conforming to the purposes of the regulations and the 2008 Growth Policy. The development will fill in an existing vacant lot in an established neighborhood in Billings. Assisted living is allowed with special review approval in all residential zoning districts.

The application also conforms to the second and third criteria. The submitted drawing with this application appears to meet all zoning requirements for setbacks, lot coverage and building height. The Shiloh Overlay District absolute criteria will be met and a condition of approval is recommended to provide façade relief on the buildings. The relative criteria for the overlay district will be reviewed for compliance during the master site plan approval process. The existing Tenderneast Assisted Living facility at 4003 Parkhill Drive fits in well with the neighborhood and this will be a similar development. The proposed expansion of the assisted living is consistent with goals of the 2008 Growth Policy specifically the goal of encouraging in-fill and developments that are consistent with neighborhoods and adjacent land uses.

FINANCIAL IMPACT

The special review approval should increase the taxable value of this vacant property and increase the city's property tax base when developed.

BACKGROUND

This is a request for a special review to allow the construction of 64 assisted living units in 4 buildings on a 2.388 acre parcel of land for Tendernest Assisted Living South Campus. In 2002, RK Development constructed the North Campus for Tendernest Assisted Living at 4003 Parkhill Drive consisting of 3 buildings with 15 dwelling units in each building. This will be a similar style development but with 4 buildings and 16 dwelling units in each building. The applicant has existing demand for memory care living units but cannot accommodate this demand in the North Campus. Assisted living is a use allowed by special review approval in all residential zoning districts. The property consists of 3 separate lots that are zoned R-70 and RMF-R. The 2 lots zoned RMF-R are on Shiloh Road and have existing single family residences (2004 and 2012 Shiloh Road) that are planned for demolition in the final phase of the development. The larger lot, Tract 2 of Rush Acreage Tracts, is zoned R-70 and is vacant. The primary access to the development will be off Parkhill Drive. No new access drives are planned for Shiloh Road. The applicant states each building will be constructed over a 1 year time period before the next building is started for a total development time line of 4 years.

The property to the west is a residential subdivision and has single family dwellings. An existing 6 foot vinyl fence runs along the west property line and was installed by the residential subdivision. The applicant proposes to install new vinyl fencing for each new building as it is constructed as well as landscaping and a private internal access road. The property is within the Shiloh Corridor Overlay District and requires augmented building design, landscaping, signage, lighting and other site design standards not otherwise required for special review uses. All developments that are not single family or two-family dwellings are required to meet the absolute criteria and earn points in 8 of the 9 categories for relative criteria. It appears the proposed development will meet the absolute criteria with one exception. The west façade of the buildings proposed for phases 1, 2 and 3 and the east façade of the building proposed for phase 4 does not have an architectural break in a façade of more than 60 feet. The overlay district requires each building façade greater than 60 feet in length to provide a break in the façade such as a recess or protrusion for a length of at least 12 feet with a minimum recess or protrusion of 4 feet. Planning staff is recommending a condition of approval that will require this minimum façade relief. Planning staff will review and require compliance with relative criteria at the time of the master site plan review prior to the first building permit application.

The Planning Division reviewed this application and recommended conditional approval. The Zoning Commission concurred with this recommendation and is forwarding the following conditions of approval:

1. The special review approval shall be limited to Tract 2, Rush Acreage Tracts and Lots 5 and 6, Block 6, Rush Subdivision, 2nd Filing generally located at 4040 Parkhill Drive.
2. Any expansion of the proposed building, building occupancy or parking lot greater than 10 percent of what is shown on the submitted site plan will require an additional special review approval.
3. The development of the assisted living facilities shall be in substantial conformance with the submitted site plan.
4. All site lighting on the building, in parking areas and under the covered porches shall have full cut-off shields so lighting is projected to the ground and not on to adjacent properties.
5. The west façade of the buildings in Phases 1, 2 and 3 and the east façade of the building in Phase 4 shall provide an architectural relief as required in Section 27-1407(d) of the Unified Zoning Regulations.
6. Pedestrian crossing signs shall be posted at the drive approach entrance on Parkhill Drive. These signs will alert drivers entering and existing to watch for pedestrians on the public

sidewalks.

7. The applicant will comply with all absolute criteria and achieve the minimum number of points for relative criteria in the Shiloh Corridor Overlay District as outlined in Section 27-1401 through 27-1423 of the Unified Zoning Regulations.

8. The applicant will apply for a Master Site Plan Approval as required by Section 27-622 of the Unified Zoning Regulations.

9. These conditions of special review approval shall run with the land described in this authorization and shall apply to all current and subsequent owners, operators, managers, lease holders, heirs and assigns.

10. The proposed development shall comply with all other limitations of Section 27-613 of the Unified Zoning Regulations concerning special review uses, and all other City of Billings regulations and ordinances that apply.

****NOTE**** Approval of this Special Review 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 level. This application is for a Special Review as noted above and no other request is being considered with this application. The Planning Division points out that the use and development of the property must be in accordance with the submitted site plan.

STAKEHOLDERS

The Zoning Commission conducted a public hearing on August 3, 2010, and reviewed the Planning staff report and received testimony from the agent, Quentin Eggart of EEC. Inc. and from Randy Swenson, the owner of the property. Quentin Eggart presented a drawing showing a proposed modification of the building facade as required by proposed condition #5 to provide architectural relief to the buildings. Mr. Swenson stated he visited with the adjacent neighbors to the west on Crystal Drive to ensure there were no concerns with the new assisted living facilities. Mr. Swenson reported 1 owner was not in town during the summer and the other 3 supported the proposed use. Mr. Eggart and Mr. Swenson stated the Billings Urban Fire Service Association (BUFSA), owner of the two lots to the south east of the development will likely grant the access easement for site exiting and perhaps will place their lots up for public sale this fall. If offered for sale, Mr. Swenson stated he hopes to be the successful bidder. No other testimony in favor or in opposition to the application was received.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

Consistency with adopted policies and plans is discussed in the Alternatives Analyzed section of this report.

RECOMMENDATION

The Zoning Commission is forwarding a recommendation of conditional approval on a 5-0 vote.

APPROVED BY CITY ADMINISTRATOR

Attachments

Attachment A - Zoning Map

Attachment B - Site Plans

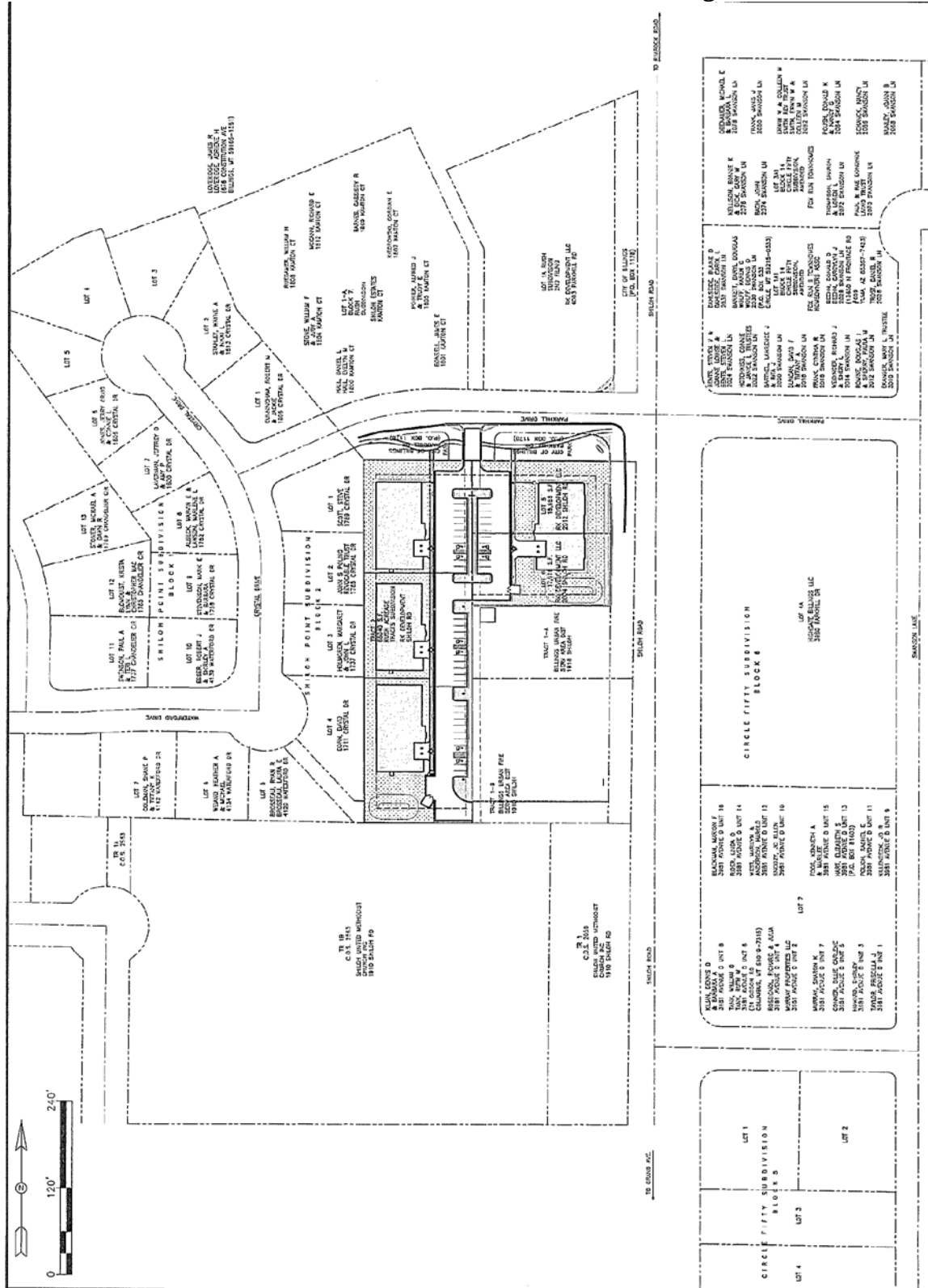
Attachment C - Site photos

Attachment D - Applicant letter

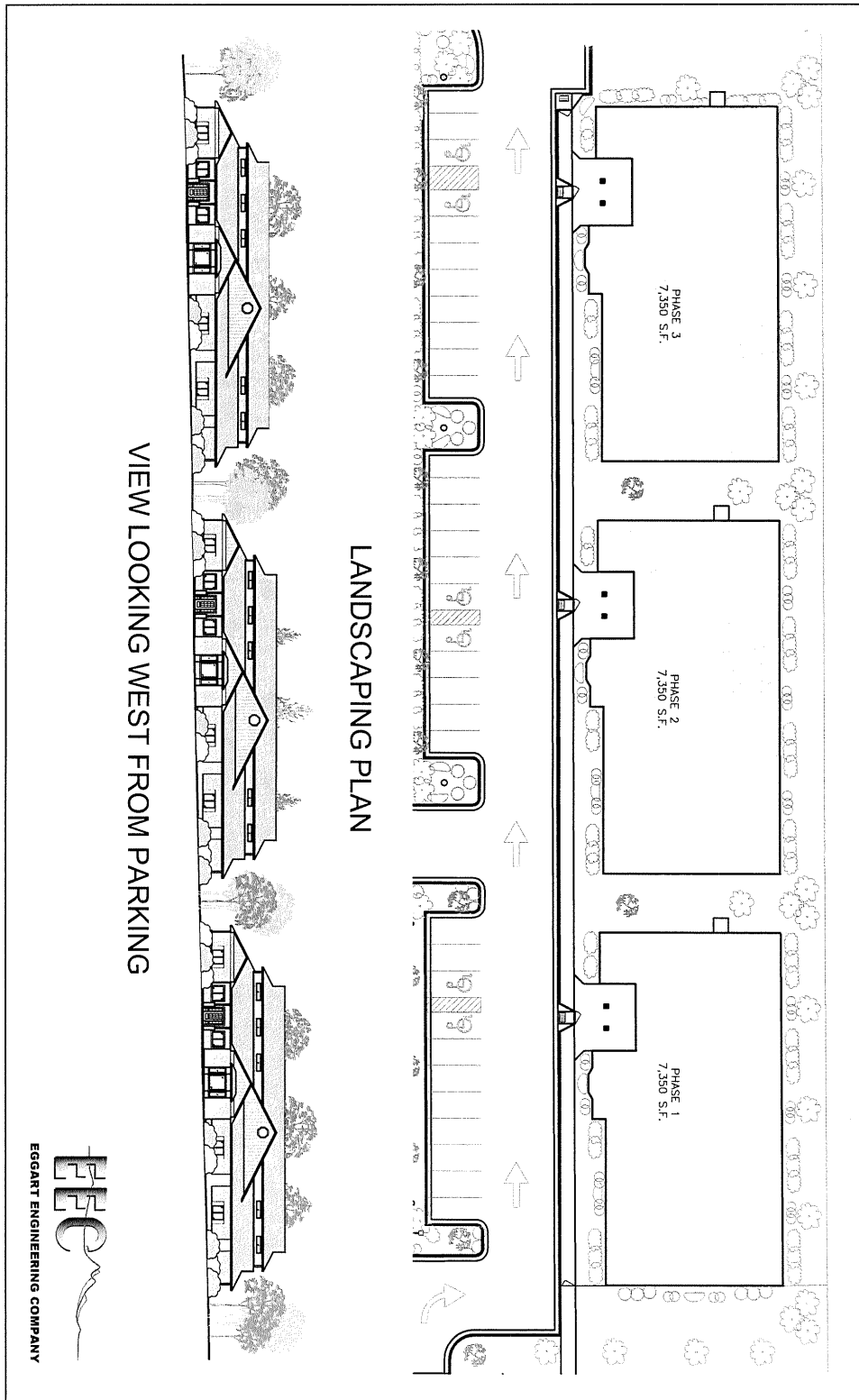
The map displays a residential area with the following features:

- Streets:** Corbin Dr, Colton Blvd, Shiloh Road, Crystal Dr, Parkhill Dr, Ave C, and Ave D.
- Property Lots:** Numerous lots are shown with numbers and letters, such as 1A, 1B, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.
- Zoning Districts:** R-96, R-70, RMF-R, CC, NC, and others.
- Subject Property:** A specific property is highlighted with a pink box and labeled 'Subject Property'.

Attachment B **Site Plan – SR #885 Tenderest Assisted Living**



Attachment B
Site Plan – SR #885 Tendernest Assisted Living



SHILOH POINT SUBDIVISION
BLOCK 2

LOT 1
500.18' N 00°42'30" E
500.00' N 00°42'30" E
140.00' N 85°15'31" W

LOT 2
500.18' N 00°42'30" E
500.00' N 00°42'30" E
140.00' N 85°15'31" W

LOT 3
500.18' N 00°42'30" E
500.00' N 00°42'30" E
140.00' N 85°15'31" W

LOT 4
500.18' N 00°42'30" E
500.00' N 00°42'30" E
140.00' N 85°15'31" W

PHASE 1
BUILDING #1
APT. 101-116
7,350 S.F.

PHASE 2
BUILDING #2
APT. 201-216
7,350 S.F.

PHASE 3
BUILDING #3
APT. 301-316
7,350 S.F.

PHASE 4
BUILDING #4
APT. 401-416
7,350 S.F.

PHASE 5
BUILDING #5
APT. 501-516
7,350 S.F.

PHASE 6
BUILDING #6
APT. 601-616
7,350 S.F.

PHASE 7
BUILDING #7
APT. 701-716
7,350 S.F.

PHASE 8
BUILDING #8
APT. 801-816
7,350 S.F.

PHASE 9
BUILDING #9
APT. 901-916
7,350 S.F.

PHASE 10
BUILDING #10
APT. 1001-1016
7,350 S.F.

PHASE 11
BUILDING #11
APT. 1101-1116
7,350 S.F.

PHASE 12
BUILDING #12
APT. 1201-1216
7,350 S.F.

PHASE 13
BUILDING #13
APT. 1301-1316
7,350 S.F.

PHASE 14
BUILDING #14
APT. 1401-1416
7,350 S.F.

PHASE 15
BUILDING #15
APT. 1501-1516
7,350 S.F.

PHASE 16
BUILDING #16
APT. 1601-1616
7,350 S.F.

PHASE 17
BUILDING #17
APT. 1701-1716
7,350 S.F.

PHASE 18
BUILDING #18
APT. 1801-1816
7,350 S.F.

PHASE 19
BUILDING #19
APT. 1901-1916
7,350 S.F.

PHASE 20
BUILDING #20
APT. 2001-2016
7,350 S.F.

PHASE 21
BUILDING #21
APT. 2101-2116
7,350 S.F.

PHASE 22
BUILDING #22
APT. 2201-2216
7,350 S.F.

PHASE 23
BUILDING #23
APT. 2301-2316
7,350 S.F.

PHASE 24
BUILDING #24
APT. 2401-2416
7,350 S.F.

PHASE 25
BUILDING #25
APT. 2501-2516
7,350 S.F.

PHASE 26
BUILDING #26
APT. 2601-2616
7,350 S.F.

PHASE 27
BUILDING #27
APT. 2701-2716
7,350 S.F.

PHASE 28
BUILDING #28
APT. 2801-2816
7,350 S.F.

PHASE 29
BUILDING #29
APT. 2901-2916
7,350 S.F.

PHASE 30
BUILDING #30
APT. 3001-3016
7,350 S.F.

PHASE 31
BUILDING #31
APT. 3101-3116
7,350 S.F.

PHASE 32
BUILDING #32
APT. 3201-3216
7,350 S.F.

PHASE 33
BUILDING #33
APT. 3301-3316
7,350 S.F.

PHASE 34
BUILDING #34
APT. 3401-3416
7,350 S.F.

PHASE 35
BUILDING #35
APT. 3501-3516
7,350 S.F.

PHASE 36
BUILDING #36
APT. 3601-3616
7,350 S.F.

PHASE 37
BUILDING #37
APT. 3701-3716
7,350 S.F.

PHASE 38
BUILDING #38
APT. 3801-3816
7,350 S.F.

PHASE 39
BUILDING #39
APT. 3901-3916
7,350 S.F.

PHASE 40
BUILDING #40
APT. 4001-4016
7,350 S.F.

PHASE 41
BUILDING #41
APT. 4101-4116
7,350 S.F.

PHASE 42
BUILDING #42
APT. 4201-4216
7,350 S.F.

PHASE 43
BUILDING #43
APT. 4301-4316
7,350 S.F.

PHASE 44
BUILDING #44
APT. 4401-4416
7,350 S.F.

PHASE 45
BUILDING #45
APT. 4501-4516
7,350 S.F.

PHASE 46
BUILDING #46
APT. 4601-4616
7,350 S.F.

PHASE 47
BUILDING #47
APT. 4701-4716
7,350 S.F.

PHASE 48
BUILDING #48
APT. 4801-4816
7,350 S.F.

PHASE 49
BUILDING #49
APT. 4901-4916
7,350 S.F.

PHASE 50
BUILDING #50
APT. 5001-5016
7,350 S.F.

PHASE 51
BUILDING #51
APT. 5101-5116
7,350 S.F.

PHASE 52
BUILDING #52
APT. 5201-5216
7,350 S.F.

PHASE 53
BUILDING #53
APT. 5301-5316
7,350 S.F.

PHASE 54
BUILDING #54
APT. 5401-5416
7,350 S.F.

PHASE 55
BUILDING #55
APT. 5501-5516
7,350 S.F.

PHASE 56
BUILDING #56
APT. 5601-5616
7,350 S.F.

PHASE 57
BUILDING #57
APT. 5701-5716
7,350 S.F.

PHASE 58
BUILDING #58
APT. 5801-5816
7,350 S.F.

PHASE 59
BUILDING #59
APT. 5901-5916
7,350 S.F.

PHASE 60
BUILDING #60
APT. 6001-6016
7,350 S.F.

PHASE 61
BUILDING #61
APT. 6101-6116
7,350 S.F.

PHASE 62
BUILDING #62
APT. 6201-6216
7,350 S.F.

PHASE 63
BUILDING #63
APT. 6301-6316
7,350 S.F.

PHASE 64
BUILDING #64
APT. 6401-6416
7,350 S.F.

PHASE 65
BUILDING #65
APT. 6501-6516
7,350 S.F.

PHASE 66
BUILDING #66
APT. 6601-6616
7,350 S.F.

PHASE 67
BUILDING #67
APT. 6701-6716
7,350 S.F.

PHASE 68
BUILDING #68
APT. 6801-6816
7,350 S.F.

PHASE 69
BUILDING #69
APT. 6901-6916
7,350 S.F.

PHASE 70
BUILDING #70
APT. 7001-7016
7,350 S.F.

PHASE 71
BUILDING #71
APT. 7101-7116
7,350 S.F.

PHASE 72
BUILDING #72
APT. 7201-7216
7,350 S.F.

PHASE 73
BUILDING #73
APT. 7301-7316
7,350 S.F.

PHASE 74
BUILDING #74
APT. 7401-7416
7,350 S.F.

PHASE 75
BUILDING #75
APT. 7501-7516
7,350 S.F.

PHASE 76
BUILDING #76
APT. 7601-7616
7,350 S.F.

PHASE 77
BUILDING #77
APT. 7701-7716
7,350 S.F.

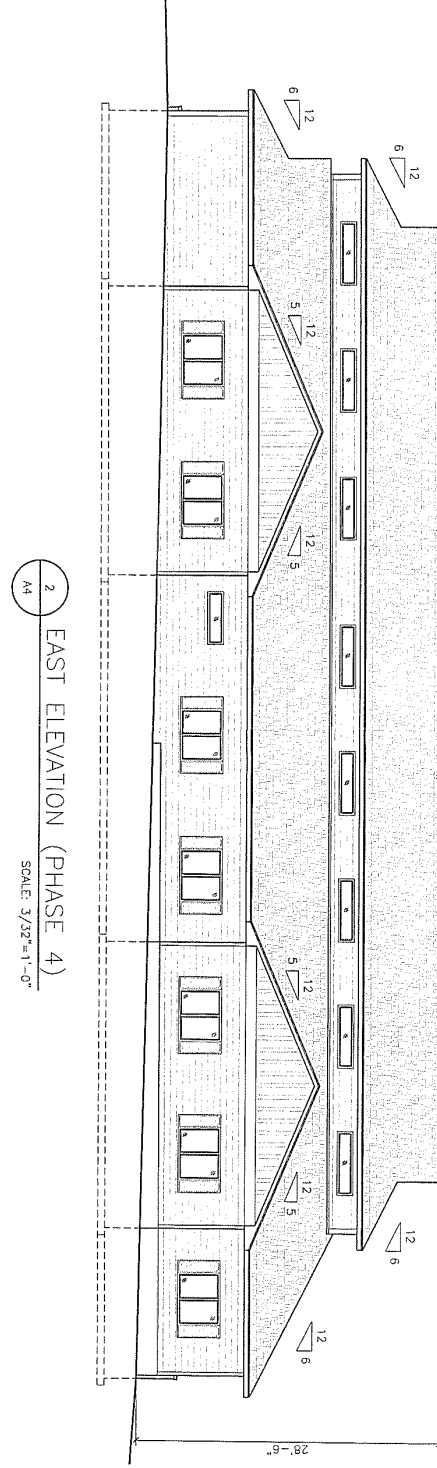
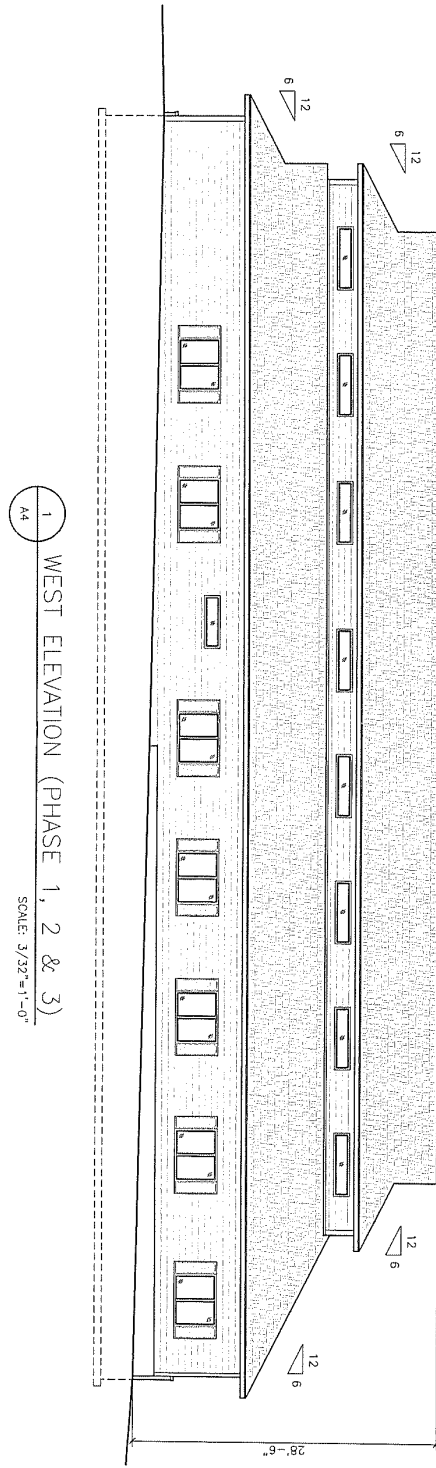
PHASE 78
BUILDING #78
APT. 7801-7816
7,350 S.F.

PHASE 79
BUILDING #79
APT. 7901-7916
7,350 S.F.

PHASE 80
BUILDING #80
APT. 8001-8016
7,350 S.F.

PHASE 81

Attachment B
Site Plan – SR #885 Tenderneest Assisted Living



Attachment B



SCALE: 3/32"=1'-0"



SCALE: 3/32"=1'-0"



SCALE: 3/32"=1'-0"

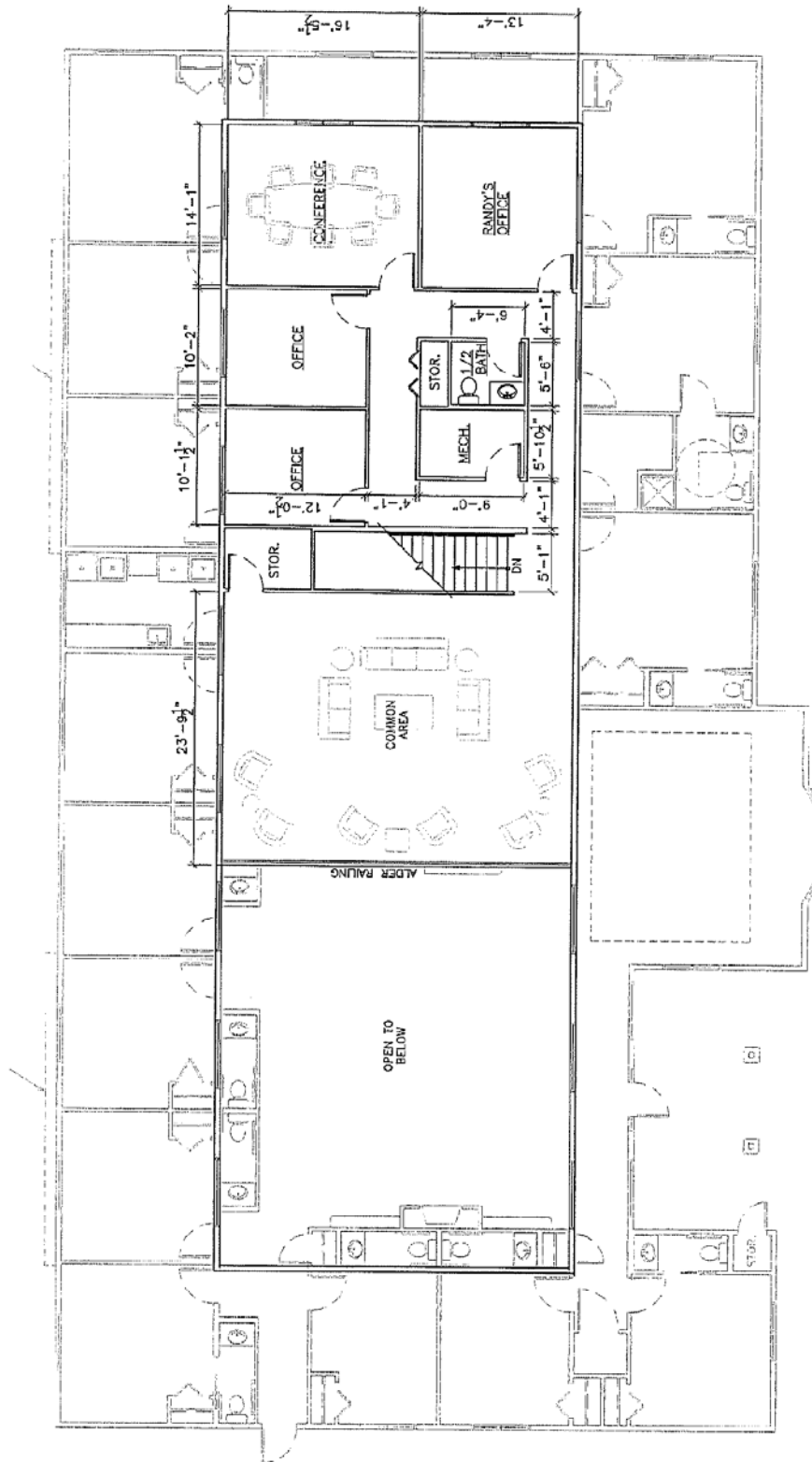


SCALE: 3/32"=1'-0"

Site Plan – SR #885 Tendernest Assisted Living



Attachment B
Site Plan – SR #885 Tenderest Assisted Living



1
A2

UPPER FLOOR PLAN

1932 SF

SCALE: 3/32" = 1'-0"

Attachment C
Site photos – SR #885- Tenderest Assisted Living



Subject property

Attachment C, continued
Site photos – SR #885- Tendernest Assisted Living



View south from Parkhill Drive – existing entry



View east from existing entry to residence at 2012 Shiloh Road (Phase 4)

Attachment C, continued
Site photos – SR #885- Tendernest Assisted Living



View north to Tendernest Assisted Living North Campus 4003 Parkhill Drive



View north to Shiloh Point Condominiums

Attachment D
Applicant Letter – SR #885 Tendernest Assisted Living

SPECIAL REVIEW APPLICATION - CITY OF BILLINGS

7-2-2010

Legal Description: Tract 2 of the Rush Acreage Tracts Subdivision and Lots 5 and 6 of the Rush Subdivision 2nd Filling situated in the East ½ of section 33, T-1N, R-25E, P.M.M. Yellowstone County Montana.

QUESTIONS:

- A. *In what ways is your proposal consistent with the goals and policies of the adopted Growth Policy?*
- B. *Why is there a need for the intended use of the property at this location?*
- C. *How will the public interest be served if this application is approved?*
- D. *Prepare a written statement addressing what is intended to be done with the property, including new construction or change in the use of the property, and why the special review is being sought.*

Answers:

- A. *In what way is your proposal consistent with the goals and policies of the adopted Growth Policy?*

Land Use Element – Issue 2:

The current zoning ordinances and subdivision regulations do not always prevent compatible uses in and adjacent to existing City neighborhoods and County town-sites.

Goal -New developments that are sensitive to and compatible with the character of adjacent City neighborhoods and County town-sites.

Objective -Maintain a high quality of life for new and existing residents.
-Reduce conflicts between neighbors.

Tendernest Assisted Living Center South Campus will follow the Shiloh Corridor Overlay District guidelines while providing easy access for quality assisted living care to the surrounding neighborhood. The Tendernest Assisted Living Center will be designed with residential characteristics in mind to maintain the residential neighborhood appearance. Residential characteristics of the proposed South Campus include a dutch hip roof, brick wainscot, architectural asphalt shingles, lap siding and a split faced CMU dumpster enclose. Vinyl fences and aesthetically pleasing landscaping will provide visual barriers between the residential neighbors and the proposed assisted living facility. The parking lot lighting will be fully shielded so not to project light above the horizontal plane of the fixture and will be no greater than 20 feet above grade. The facility will be a continuation of the existing North Campus Facility located on the north side of Parkhill and will resemble it in many aspects.

Land Use Element - Issue 6:

There is a desire for more mixed use neighborhoods.

Goal -More housing and business choices within each neighborhood.

Objective -Improve quality of life.

-Encourage more live-work environments.

-Reduce commuting and subsequent drain on natural resources and traffic congestion.

-Develop more self-contained neighborhoods.

Tenderest Assisted Living Center would be a great business addition to any neighborhood. It will not only provide residents with a close place to house elderly loved ones, but will also expand a reputable business that is already located in the neighborhood and create more local jobs. The addition of the South Campus Tenderest Assisted Living Center will have negligible effect on traffic congestion within the neighborhood due to its close proximity to Shiloh Road and its proposed access from Shiloh Road through a 30 foot access easement located on neighboring Lot 1B. A majority of the residents are incapable of driving therefore the majority of added traffic will be from employees and visitors.

Economic Development Element – Issue 1:

We need to continue a cohesive focus in economic development.

Goal -Coordinate economic development efforts that target business recruitment, retention, and expansion.

Objectives -Improve the quality of life for residents.

-Strengthen area economy.

-Create living-wage jobs.

The addition of the four South Campus buildings will bring increased economic development to the area. Tenderest Assisted Living Center is planning on hiring 55 full-time equivalent employees to operate the proposed South Campus Facility. Along with the new jobs created many jobs will be retained in the construction industry throughout the multiple phases of construction. Tenderest Assisted Living, providing affordable housing and care, will improve the quality of living for the growing number of elderly citizens in the community along with its employees who will be making a competitive living-wage.

Aesthetics Element – Issue 1:

There are areas in the city and county that are unattractive and present a poor image of the community.

Goal -Visually appealing community.

Objectives -Improve the image of the community.

-Instill pride in the community.

-Improve quality of life for residents.

-preserve the community assets such as the Rimrocks, the Yellowstone River, the downtown and the major street thoroughfares.

Constructing the South Campus of Tenderest Assisted Living Center on Tract 2, Lots 5 and 6 will increase the aesthetics of the neighborhood tremendously. Tract 2 is currently a vacant lot and

Lots 5 and 6 are occupied by unappealing and inefficient rental homes. The removal of these homes, which border the major thoroughfare of Shiloh Road, and replacing them with the proposed phase 4 building will not only make the community more appealing but will bring the lots up to the requirements of the Shiloh Corridor Overlay District. Below are pictures of the existing rental houses on Lot 5 and Lot 6 along with the weed infested vacant lot.



Rental Houses Located on Lots 5 and 6 (View from Shiloh Road)

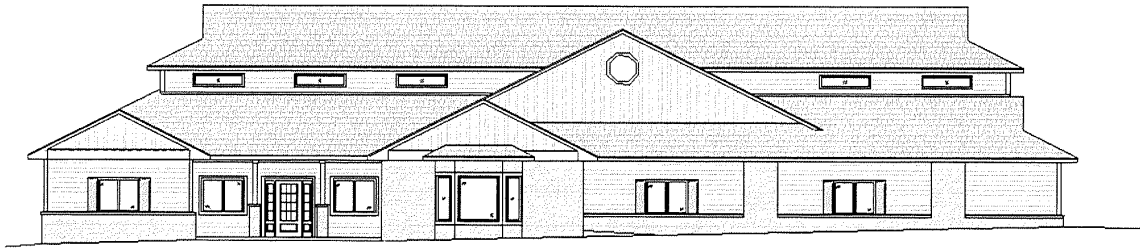


Vacant Lot, Tract 2 (View from Proposed South access easement on Lot 1B)

The new South Campus of Tenderness Assisted Living Center will resemble the North Campus with a few modifications and upgrades. Pictures of the North Campus can be seen below along with the proposed front elevation of the new buildings. Additional elevations of the proposed South Campus are also included with this special review package.



Existing North Campus Photos



Proposed Elevation of South Campus Buildings

Open Space and Recreation Element – Issue 4:

Billings and surrounding County townsites need more multiple use trails.

Goal -A multi-purpose trail network integrated into the community infrastructure that emphasizes safety, environmental preservation, resource conservation and cost effectiveness.

*Objectives -Develop non-motorized connections between residential neighborhoods and work places.
-Provide convenient access to bicycle and pedestrian facilities.
-Improve quality of life for residents.*

The Tenderest South Campus will provide convenient access to the non-motorized trail that runs along Shiloh Road and goes under Shiloh nearby to tie into the trail system heading east. This will enable employees with the ability to walk or bike to work if they live in the surrounding residential neighborhoods. This convenience and added exercise will improve the quality of life for residents.

B. *Why is there a need for the intended use of the property at this location?*

The South Campus of Tenderest Assisted Living Center is needed because of the growing population of elderly citizens in the community. As of the 2000 Census 13.36% or 17,243 citizens in Yellowstone County were over the age of 65. This number is expected to increase as the baby boomers continue to age and people live longer. Tenderest Assisted Living specializes in memory care which is a growing problem among the elderly. They offer these elderly citizens affordable housing options where they can maintain their freedom in a family environment and be assisted only in areas they feel needed. Tenderest takes pride in creating a high quality of living for their residents. Currently the North Campus of Tenderest Assisted Living Center is at full capacity, 45 dwellings, and has to turn down new applicants. The proposed four phased South Campus will accommodate another 64 dwellings when fully complete allowing the entire campus to house 109 residents.

C. *How will the public interest be served if this application is approved?*

The public interest will be served if this application is approved because of the added number of housing facilities for the growing elderly population and also because of the number of jobs this facility will create. The addition of the South Campus will require Tenderest Assisted Living

Center to employee an equivalent of 55 full time employees. These employees will receive competitive living-wages and will aide in the development of the local economy. When these primary jobs are created in the community it will create other jobs in the community. This is known as a job multiplier. Stated in the 2008 Growth Policy, Health Service Jobs have a job multiplier of 1.67. This equates to an additional 92 jobs created in the community. This project will also retain and create construction jobs as well. With the added housing for elderly and the creation of much needed jobs, the community will benefit greatly from the addition of the South Campus to the Tenderneest Assisting Living Center.

- D. *Written statement addressing what is to be intended to be done with the property, including new construction or change in the use of the property, and why the special review is being sought.*

Tenderneest Assisted Living Center Proposed South Campus is a four phase project that will consist of three buildings having a 7,350 S.F footprint and one having a 7,406 S.F. footprint for a total of 29,456 S.F. Each building will contain 16 dwelling units. This facility will be an expansion of the Tenderneest Assisted Living Center North Campus which is located across Parkhill on Lot 1A of the Rush Acreage Subdivision. Each phase consists of constructing one building with required parking and surrounding landscaping. Each phase is estimated to take approximately six (6) months to complete. Each additional phase will take place once the previous phase building is at or near full capacity, approximately six (6) months. The time estimated to complete all four (4) phases of construction will be approximately four (4) years. This Special Review is being sought to assure that the proposed use of the property, assisted living facility, located in an R-7000 zone is compatible with its location and the surrounding land uses.

Regular City Council Meeting

Date: 08/23/2010

TITLE: Public Hearing and Resolution Approving Tax Abatement for Billings Mercedes Benz of Billings

PRESENTED BY: Bruce McCandless, Asst. City Administrator

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The City of Billings operates tax incentive programs under state law authority found in MCA 15-24-1401, 1501 and 1502. Mercedes-Benz of Billings, located at 3045 King Avenue West, applied for tax abatement under 15-24-1501 and City Resolution No. 05-18377. This program encourages existing building remodeling, reconstruction or expansion by exempting 100% of the improvements' value from city and local school property tax during construction and for four years following the construction period. In the fifth and subsequent years, the improvements are fully taxable. Minimum requirements are that the construction cost at least \$500,000, it adds at least 2.5% to the taxable value, property tax payments are current and identify jobs that the investment creates.

Mercedes-Benz of Billings submitted an application to abate taxes on a building remodel and expansion. Rimrock II LLC is the property owner. The company states that the previous market value was \$2.1 million, the new investment will be \$1.5 million and it plans to add over 20 full time jobs within 2 years. Taxes are current.

The City Council must conduct a public hearing and at its conclusion, may approve, disapprove or conditionally approve the application for tax abatement and the attached resolution.

ALTERNATIVES ANALYZED

The City Council may approve, disapprove or conditionally approve the application and the resolution.

FINANCIAL IMPACT

The tax abatement's financial impact is difficult to accurately determine. Assuming that the applicant's cost/value estimate of \$1.5 million is correct, the annual tax abatement would be \$15,509. About 41% of the total levy is assessed by the City, so the City's uncollected tax revenue equals \$6,359/year. The Dept. of Revenue's estimate of market value, which usually has little relationship to actual market value, how the Legislature mitigates potential tax increases and predicting tax levies for the five year abatement period can make this estimate unreliable.

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and adopt a Resolution granting a tax abatement per MCA 15-24-1501 and City Resolution No. 05-1837 for Rimrock II LLC, dba Mercedes-Benz of Billings.

APPROVED BY CITY ADMINISTRATOR

Attachments

Mercedes-Benz application

Mecedes-Benz Tax Abatement Resolution

Photo 1

Photo 2

Photo 3

**APPLICATION FORM FOR TAX REDUCTION
BUILDING REMODEL, EXPANSION OR RECONSTRUCTION**

(As allowed under Yellowstone County Resolution 89-56, City Council Resolution and 15-24-1501,
15-24-1502 or 15-24-1601 MCA)

- 1. Name of business: Mercedes-Benz of Billings
- 2. ☒ Building Remodel or Reconstruction: Start of construction (date) 5-1-2010
End of construction (date) 9-1-2010
- 3. ☒ Building Expansion: Start of construction (date) 5-1-2010
End of construction (date) 9-1-2010
- 4. Address of business: 3045 KING AVE BILLINGS MT 59102
Actual location of business: 3045 KING AVE BILLINGS MT 59102
- Tax Code: 2711 72124
- Within city limits of Billings ☒ YES ☐ NO
- 5. Person representing business and responsible for application:
Name: STEVE ZABAWA Title: OWNER
JASON BLAIR Title: CONSULTANT
Address: 3045 KING AVE, BILLINGS Telephone: 406-670-8100
253-670-3080
- 6. Amount of capital investment for Expansion, Remodel or Reconstruction in Billings / Yellowstone County: \$1,500,000 (attach detailed costs of materials and labor and dates of construction. County Commissioners and/or City Council may request further information, such as financial statements, business references, or other documents prior to acting on this request).
- 7. Approximate market value of building prior to remodel, reconstruction, or expansion:
\$2,150,000
8. Explain business activity – what business does: Selling, distributing, financing,
and servicing Mercedes-Benz new + used
vehicles throughout the midwest.
9. How long has this business been located in Billings and/or Yellowstone County?
2010 (EST - 3 MONTHS)
10. As of the date of this application, how many employees does the business have:
3 Full-time Part-time
11. How many employees will the applicant have within 2 years after completion of construction:
25+ Full-time Part-time

12. Describe job skills required for all new employees both full and part-time: See BUSINESS Plan
-
13. What is the hourly pay scale of both full and part-time employees to include benefits (new employees only): See BUSINESS Plan
14. Other Economic impacts of capital investment: See BUSINESS Plan
-
15. Planned hiring schedule: See BUSINESS Plan
-
16. List other property tax benefits business currently receives or has applied for: NONE
-
- 17. Building permit (attach copy or explain absence): TO BE ISSUED IN April 2010.
-
- 18. A non-refundable fee of \$500 must accompany this application to cover the cost of application administration. Make checks payable to the Big Sky Economic Development Authority.
19. All items on this application must be addressed. Upon completion and accompanied by the application fee, the original can be submitted to the Big Sky Economic Development Authority, 222 N. 32nd Street, Suite 200, Billings, Montana 59101 (telephone 256-6871). If the application is complete, a duly advertised public hearing will be scheduled, after which the Commissioners and/or City Council, in their discretion, will decide whether to approve or deny the application. The applicant, or a representative of the applicant, must appear in person at the public hearings.
20. The application to the Department of Revenue, which is part of this application, must also be completed and signed by the applicant.
21. The Board of County Commissioners and/or City Council may review this applicant's tax incentive program at any time and terminate further reductions at their discretion if they find the provisions of Resolution are not being met.
- * 22. If application is approved, applicant will comply with the following provisions. Failure to comply may lead to the previously approved tax abatement being rescinded:
- i. Provide copy of Occupancy Certificate and/or Certificate of Substantial Completion
 - ii. Annual Survey to be completed and returned to Big Sky EDA by June 30 of each year
 - iii. Remain current on all property taxes on the subject property
 - iv. Notify Big Sky EDA of any ownership changes or change of use of the facility
 - v. Comply with any other provisions set by the Board of County Commissioners and/or City Council
23. In order for this incentive program to apply to the applicant's current year taxes, Yellowstone County must receive the properly completed application by March of the year in which the reduction is desired. If within the city of Billings, City Council must approve the application by March of the year in which the reduction is desired.

24. Signature of applicant/representative: STEPHEN A. ZIMMERMAN
25. Date of application: 3-23-2010
26. County Commissioner's Public hearing held (date): _____
27. City Council's Public hearing held (date): _____

Recommendation by the Big Sky Economic Development Authority:

____ Approve ____ Deny Signature: _____ Date: _____

County Board of Planning or Laurel-Yellowstone City-County Planning Board certifies that business conforms to zoning regulations:

Signature: _____ Date: _____

If a non-public water or sewer system is used (i.e., septic tank and water well) County Health Department certifies that system conforms to acceptable standard, or will do so on completion of construction:

Signature: _____ Date: _____

County Treasurer's Office certifies that City and County taxes have been paid in full or otherwise satisfied:

Signature: _____ Date: _____

City Finance office certifies that the business has applied for the appropriate City business license:

Signature: _____ Date: _____

Action by Board of County Commissioners:

Date: _____

____ Approve ____ Deny Chair: _____ Date: _____

Member: _____ Date: _____

Member: _____ Date: _____

Action by Billings City Council (if applicable – project within City limits):

____ Approve ____ Deny

Date: _____

CITY OF BILLINGS

By: _____

ATTEST:

By: _____

Sq footage estimate	1000	\$	85.00	\$	85,000.00	6.04%
High speed roll up doors	3	\$	20,000.00	\$	60,000.00	4.26%
Sq footage estimate	2000	\$	80.00	\$	160,000.00	11.37%
shell, w/epoxy floor						
Autostone Tile	6000	\$	7.00	\$	42,000.00	2.98%
Scissor Lifts ?	6	\$	5,000.00	\$	30,000.00	2.13%
Lease other Automotive equipment						
				\$	250,000.00	17.76%
Exterior Site Renovations:				\$	25,000.00	1.78%
Signage				\$	50,000.00	3.55%
Demo majority of work to be completed by Rimrock				\$	5,000.00	0.36%
Showroom						
Tile:	6000	\$	12.00	\$	72,000.00	5.11%
Ceiling Treatments:	6000	\$	5.00	\$	30,000.00	2.13%
Wall finishing's				\$	20,000.00	1.42%
Millwork						
Parts Center:				\$	25,000.00	1.78%
café/reception center/work stations				\$	30,000.00	2.13%
Waiting area				\$	10,000.00	0.71%
Fireplace in waiting area						0.00%
Hall and bathroom areas downstairs:				\$	30,360.00	2.16%
Stairway				\$	25,000.00	1.78%
HVAC				\$	45,000.00	3.20%
Electrical				\$	40,000.00	2.84%
Light Fixture upgrades				\$	15,000.00	1.07%
Plumbing				\$	35,000.00	2.49%
Upstairs Demo						0.00%
Upstairs remodel (Br Rimrock)				\$	-	0.00%
Mercedes Furniture Component				\$	100,000.00	7.10%
				<u>\$</u>	<u>1,184,360.00</u>	
Hard Costs used for professional fees:				<u>\$</u>	<u>1,004,360.00</u>	
Contingency:	3%	\$	30,130.80			2.14%
Permitting:		\$	7,500.00			0.53%
Architectural:	7%	\$	70,305.20			4.99%
Engineering Fees:		\$	15,000.00			1.07%
General Contractor:	10%	\$	100,436.00			7.13%
Preliminary Budget:				<u>\$</u>	<u>1,407,732.00</u>	100.00%

(These estimates have increased)

TAX CODE: A29033

LEGAL DESCRIPTION

SECTION 12, TOWN 01 S, RANGE 25 E
 LOT:003 BLOCK:16A
 LAMPMAN SUBD
 LAMPMAN SUBD
 812, S12, T01 S, R25 E, BLOCK
 16A, Lot 003, LTS 3 & 5 AMND LT 1 BLK
 16A (04 COMBO)
 Acres: 1.43

TAX YEAR 2009

BILLING DATE 10/31/2009

DISTRICT(s):
 2 BILLINGS

RIMROCK II, LLC
 2540 PHYLLIS LN
 BILLINGS MT 59102-5614

PROPERTY LOCATION

			YEAR	AMOUNT
ASSESSED VALUATION	MARKET VALUE	TAXABLE VALUE		
Real Property	352,162	10,318		
Buildings and Improvements	517,066	15,150		
Personal Property	0	0		
TOTAL ASSESSED VALUATION	869,228	25,468		
				TOTAL Interest computed through
				Payments on another date will affect amount due. Call (406) 256-2802 for an exact amount

Yellowstone County Treasurer PO Box 35010 Billings, MT 59107-5010 (406) 256-2802 www.co.yellowstone.mt.gov/treasurer/

Levy District: 2 BILLINGS

				LAST YEAR'S AMOUNT	AMOUNT CHANGE
Permissive Medical Levy	11.050	140.71	140.71	332.52	-51.10
School Tax	241.850	3,079.74	3,079.73	7,086.94	-927.47
State Tax (Education)	102.500	1,305.23	1,305.23	3,002.94	-392.48
County Tax	94.910	1,208.58	1,208.57	2,756.84	-339.69
City Tax	169.440	2,157.65	2,157.65	4,797.68	-482.38
Big Sky Economic Development	3.050	38.84	38.84	88.48	-10.80
County Weed Tax	0.930	11.84	11.84	26.96	-3.28
TOTAL GENERAL TAXES	623.730	7,942.59	7,942.57	18,092.36	-2,207.20
OTHER CHARGES	District				
BLGS IMPROVEMENTS	1356	5,719.88	5,622.56	11,710.02	-367.58
BLGS ARTERIAL CONST FEE	BACF	301.68	301.68	603.36	0.00
BLGS FIRE HYD REAL	BFHS	161.85	161.85	372.36	-48.66
BILLINGS GARBAGE	BLGB	277.00	277.00	611.82	-57.82
BILLINGS STORM SEWER	BLSW	271.10	271.10	542.20	0.00
BLGS STREET MAINT #2	BS#2	199.44	199.44	398.88	0.00
0278 BLGS LIGHT MAINT	L278	330.34	330.34	635.26	25.42
SOIL CONSERVATION	SOIL	6.75	6.75	13.48	0.02

Due Date

11/30/2009

05/31/2010

Comparison Only

APPLICATION TO THE DEPARTMENT OF REVENUE
BUILDING REMODEL, RECONSTRUCTION OR EXPANSION
(Title 15- Chapter 24 – Part 14 MCA)

To: Assessor
Yellowstone County

Name of Applicant: Mercedes-Benz of Billings.

Mailing Address: 3045 KING AVE BILLINGS MT 59102

Legal description of affected property: Section 12, TOWN 01 S, Range 25 E / LOT: 003

Block: 16A LAMOMAN SUBD / 812, 512, T01 S, R25 E, Block 16A, LOT 003,
LTS 3 Bnd 5 AMD LT 1 BIK 16A (04 Combo) Acres 1.43

Date construction permit issued: _____

(If no permit is required, specify the date when certificate in lieu of building permit was issued).

This application covers the (expansion/new) construction of the _____ plant.

A public hearing on this matter of Building Expansion, Remodel, or Reconstruction was held at the
Yellowstone County Courthouse at _____ (am/pm) on the _____ day of _____, 20____

Due notice as defined in 76-15-103 was given. True and exact copies of said notices are attached to this
application. _____ Yes _____ No

The statutory \$500,000 investment requirement for expansion or modernization has been met.
_____ Yes _____ No

The statutory 2.5% increase in value requirement for new improvements has been met.
_____ Yes _____ No

The statutory 5% increase in value requirement for new improvements has been met.
_____ Yes _____ No

★ The qualifying property consists of the following: _____
(Attach site plats, construction prints, and detailed equipment list identifying the qualifying property.)

This application is made under the provisions of 15-24-1501 or 1601 MCA, and by resolution adopted by
the Commissioners of Yellowstone County, on the 29th day of August 1989. A copy of the same is
attached.

(Owner/Agent)

~~~~~  
We, the undersigned, Commissioners of Yellowstone County, (approve/disapprove) this application for  
\_\_\_\_\_. We find that it (does/does not) conform to the criteria  
as set forth in the resolution adopted by this Board on the 29<sup>th</sup> day of August 1989.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BILLINGS,  
MONTANA, APPROVING TAX BENEFITS FOR RIMROCK II, LLC, DBA  
MERCEDES-BENZ OF BILLINGS

WHEREAS, Resolution 05-18377 provides for granting tax incentives for remodeling, reconstructing and expanding existing commercial buildings pursuant to Section 15-24-1501, M.C.A. and establishes a procedure for applying for said tax incentives; and

WHEREAS, Rimrock II, LLC, dba Mercedes-Benz of Billings has applied for said tax incentives for the property described herein; and

WHEREAS, The City Council of the City of Billings, Montana held a public hearing and duly considered the application of Rimrock II, LLC, dba Mercedes-Benz of Billings and has determined that said application meets all qualifications for the tax incentive and should be approved

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

That the application for tax benefits made by Rimrock II, LLC, dba Mercedes-Benz of Billings, dated March 23, 2010 is APPROVED. The tax benefits approved are those provided in Resolution 05-18377. The property receiving the tax benefits is described as follows:

Tax Code #A29033; Lots 3 and 5, Block 16A of Amended Lot 1, Block 16A, Lampman Subdivision

PASSED AND APPROVED by the City Council this 23<sup>rd</sup> day of August, 2010.

CITY OF BILLINGS

By:

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

ATTEST:

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





