

CITY OF BILLINGS

CITY OF BILLINGS VISION STATEMENT:

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

AGENDA

COUNCIL CHAMBERS

October 22, 2012

6:30 P.M.

CALL TO ORDER: Mayor Hanel

PLEDGE OF ALLEGIANCE: Mayor Hanel

INVOCATION: Councilmember Cromley

ROLL CALL: Councilmembers present on roll call were:

MINUTES:

- September 24, 2012
- October 9, 2012 - Pending

COURTESIES:

PROCLAMATIONS: "Pink Day" in Support of Breast Cancer Research - October 25, 2012

ADMINISTRATOR REPORTS - TINA VOLEK

PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Items: 1, 6, 7, 8, 9A and 9B ONLY. Speaker sign-in required. (Comments offered here are limited to one (1) minute. Please sign up on the sheet located at the podium or in the back of the room. Comment on items listed as public hearing items will be heard ONLY during the designated public hearing time for each respective item. For Items not on this agenda, public comment will be taken at the end of the agenda.)

1. **CONSENT AGENDA** -- Separations:
 - A. **Contract for Professional Services** with HDR Engineering, Inc. for W.O. 12-44, Water Treatment Plant High Service Pump Station H2-3 Pump Replacement; not to exceed \$72,900.
 - B. **Approval and Acceptance** of the State of Montana, State Highway Traffic Safety Division, Selective Traffic Enforcement Program (STEP) Overtime Grant for traffic enforcement funding, October 1, 2012 - September 30, 2013; \$10,000.

- C. **Consultant Agreement** with Fehr & Peers to conduct the Hospitality Corridor Planning Study (Highway 87 beginning at the Lockwood I-90 Interchange to its intersection with Airport Road); estimated cost - \$69,910.
- D. **Amendments** to the Scheduled Airline Operating Agreements with Horizon Air (dba Alaska Airlines), United Airlines, Delta Air Lines (as assignee and successor to Northwest Airlines), and Allegiant Air extending the Agreement expiration date to June 30, 2013.
- E. **Approval** of annual Funding Agreement with Adult Resource Alliance of Yellowstone County (formerly Yellowstone County Council on Aging).
- F. **Resolution** amending Resolution #05-18326 adopted 8/22/05; Resolution #08-18738 adopted 07/28/08; Resolution #09-18851 adopted 7/27/09; and Resolution #10-18939 adopted 5/24/10; reducing the interest rates on the Department of Natural Resources (DNRC) Sewer System Revenue Bonds.
- G. **Resolution** amending Resolution #05-18329 adopted 9/12/05; Resolution #09-18852 adopted 07/27/09; Resolution #09-18869 adopted 9/14/09; Resolution #10-18964 adopted 7/12/10; and Resolution #12-19209 adopted 9/10/12 reducing the interest rates on the Department of Natural Resources (DNRC) Water System Revenue Bonds.
- H. **Resolution of Intent** amending the Expanded N. 27th Street Urban Renewal Plan to include a retail retention and recruitment program and setting a public hearing for November 13, 2012. (Delayed from 9/10/12)
- I. **Bills and Payroll:**
 - 1. September 24, 2012
 - 2. October 1, 2012
 - 3. April 1, 2012 through June 30, 2012 (Municipal Court)

REGULAR AGENDA:

- 2. **PUBLIC HEARING AND RESOLUTION** (1) authorizing the sale of city-owned property (Galles Building) described as Lots 7 & 8, Block 189, Original Town of Billings, to Interfaith Hospitality Network in the amount of \$68,750 for Lot 7 and \$16,250 for Lot 8; (2) using \$21,000 of the proceeds to purchase Lot 17 from Community Development and to repair the parking lot; and, (3) depositing the remainder of the proceeds into the N. 27th Street Tax Increment District account for use on future projects. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
- 3. **PUBLIC HEARING AND FIRST READING ORDINANCE** amending Article 23-600 of the City of Billings Subdivision Regulations bringing the Regulations into compliance with the Montana Subdivision and Platting Act. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

4. **PUBLIC HEARING AND RESOLUTION** approving and adopting Fourth Quarter Budget Amendments for Fiscal Year 2011/2012 adjusting the Park Maintenance Districts and Miller Crossing Tax Increment Funds. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
5. **PUBLIC HEARING AND RESOLUTION** approving and adopting First Quarter Budget Amendments for Fiscal Year 2012/2013. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
6. **APPROVAL** to begin negotiations for relocation of the Planning and Community Services Department to the Miller Building located at 2825 3rd Avenue North. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
7. **APPROVAL OF 30-YEAR LEASE AGREEMENT** with the Alberta Bair Theater Corporation. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
8. **PARKING METER REDUCTION TRIAL REPORT AND RECOMMENDATION.** Recommendation to be made at meeting. (Action: approval or disapproval of staff recommendation.)
9. **EMPIRE PARKING GARAGE**
 - A. **DESIGN-BUILD AGREEMENT** for the design and construction of the Empire Parking Garage. Staff recommendation to be made at the October 22, 2012, City Council meeting. (Action: approval or disapproval of staff recommendation.)
 - B. **AGREEMENT** with CTA, Inc. for relocation engineering services for the Empire Parking Garage in an amount not to exceed \$62,775.66. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
10. **ADD-ON ITEM: APPROVAL** to issue a letter of commitment for a \$400,000 application to the US EPA Brownfields Assessment Program grant to perform Phase I and Phase II environment assessments in the East Billings Urban Renewal District. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
11. **ADD-ON ITEM: RESOLUTION #12-19234** authorizing two loans from the General Fund to the N. 27th Tax Increment Fund not to exceed \$3.2 million for the Empire Garage Project. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

PUBLIC COMMENT on Non-Agenda Items -- Speaker Sign-in required. (Restricted to ONLY items not on this printed agenda. Comments here are limited to 3 minutes. Please sign up on the sheet located at the podium or in the back of the room.)

COUNCIL INITIATIVES

ADJOURN

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

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

Regular City Council Meeting

Meeting Date: 10/22/2012

TITLE: W.O. 12-44 Contract for Professional Services for Water Treatment Plant High Service Pump Station H2-3 Pump Replacement

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

Mayor and Council are asked to consider authorizing and executing a Contract for Professional Services with HDR Engineering, Inc. to provide engineering design for W.O. 12-44, Water Treatment Plant High Service Pump Station H2-3 Replacement. The existing H2-3 pump is one of the main distribution pumps at the Water Treatment Plant. The purpose of this project is to replace the aging pump and equipment that is not efficient and may become unreliable. This project will replace the existing H2-3 pump with a pump capacity and operating pressure range that will be greater than the existing pump to better match current and future winter demand flows. The pump will include a new motor and a low voltage variable frequency drive. HDR Engineering, Inc., was selected for this work based on City staff review of project proposals submitted by prequalified firms.

ALTERNATIVES ANALYZED

The Council may:

- Approve the Contract for Professional Services with HDR Engineering, Inc.; or
- Do not approve the Contract for Professional Services with HDR Engineering, Inc

FINANCIAL IMPACT

Funding for this project is from Water Revenues and is included in the FY13 budget.

RECOMMENDATION

Staff recommends that Council authorize the Mayor to sign a contract for professional services with HDR Engineering, Inc., for W.O. 12-44, Water Treatment Plant High Service Pump Station H2-3 Pump Replacement in the amount not to exceed \$72,900.00.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 10/22/2012

TITLE: Approval of State Highway Traffic Safety Agreement in the Amount of \$10,000

PRESENTED BY: Rich St. John

Department: Police

Information

PROBLEM/ISSUE STATEMENT

The State of Montana, State Highway Traffic Safety Division, has awarded the City a \$10,000 grant for deterrence of violations such as drinking and driving, speeding, lack or misuse of safety restraints, and others. The grant will fund overtime for the officers involved in these traffic details. The grant begins October 1, 2012, and ends September 30, 2013. Council is being asked to approve and accept this grant and authorize the Mayor to sign the Standard Agreement which is on file at the City Clerk's Office.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the Standard Agreement for traffic enforcement funding; or
- Not approve the Standard Agreement for traffic enforcement funding which would eliminate overtime funding for specialized traffic checkpoints and details.

FINANCIAL IMPACT

There is no financial impact to the City as there is no City match required for this grant.

RECOMMENDATION

Staff recommends City Council approve and accept the State Highway Traffic Safety Billings STEP (Selective Traffic Enforcement Program) overtime grant in the amount of \$10,000 for the period of October 1, 2012, to September 30, 2013, and authorize the Mayor to sign the Standard Agreement.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 10/22/2012

TITLE: Consulting Agreement with Fehr & Peers - Hospitality Corridor Planning Study

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

Through a competitive selection process conducted in August, 2012, Fehr & Peers was chosen as the consultant to complete the Hospitality Corridor Planning Study. The scope of work includes a Corridor Study along Highway 87 (Main Street) beginning at the Lockwood I-90 Interchange, to its intersection with Airport Road. This area is being called "The Hospitality Corridor" given the potential for land uses in the area focused on large events at METRA Park, including conference, dining, and lodging opportunities.

The study will provide an access plan for the Hospitality Corridor, including identification of recommended streetscape improvements throughout the corridor, review of impacts of land use on the transportation system, which would include a traffic flow plan, bike/pedestrian amenities along the corridor, and a detailed discussion of potential designs of the intersections of Main Street and 1st Avenue North, Main Street and 4th Avenue North, and Main Street and 6th Avenue North. Extensive community input will be obtained during the study. This study will also look at the transportation interface between the Main Street corridor and the EBURD transportation network. A separate EBURD planning effort, known as the Exposition Gateway Master Plan, is underway directly adjacent to the study area of this RFP. The Exposition Gateway Master Plan will contemplate future land uses and policy changes to incentivize redevelopment of that particular area. The Hospitality Corridor Study will interface with this plan in that the access points to be analyzed as part of the Hospitality Corridor Study will be directly tied to the planning effort of the Exposition Gateway Master Plan. Both projects are expected to be completed in about one year.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the agreement as proposed
- Not approve the agreement
- Direct staff to negotiate specific changes with Fehr & Peers and return a revised agreement

FINANCIAL IMPACT

The estimated cost of this study is \$69,910.00. The costs are detailed in Exhibit B of the consultant agreement. The source of funding is through the Billings Urban Area Metropolitan Planning Organization's Federal PL (planning) funds administered by the City-County Planning Division.

RECOMMENDATION

Staff recommends that the City Council approve the Consultant Agreement with Fehr & Peers to conduct the Hospitality Corridor Planning Study.

APPROVED BY CITY ADMINISTRATOR

Attachments

Consultant Agreement

Vicinity Map



CONSULTANT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2012, by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as “**CITY**,” and **FEHR & PEERS**, 1001 4th Ave, Suite 4120, Seattle, Washington 98154, hereinafter referred to as “**CONSULTANT**.”

WITNESSETH:

WHEREAS, the **CITY** proposes to obtain information regarding the development of a Hospitality Corridor and desires to hire **CONSULTANT** as an independent contractor to perform the services as described in the Scope of Work attached hereto as Exhibit “A” and by this reference made a part hereof.

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

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

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

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

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



3. **PAYMENT:** In consideration of the services provided by the **CONSULTANT** under this **AGREEMENT**, the **CITY** agrees to pay **CONSULTANT** a price not to exceed \$69,910.00 as described in the Project Cost attached hereto as Exhibit "B".

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

CONSULTANT, shall invoice City monthly for the percentage of the work completed by the **CONSULTANT**. **CITY** shall pay undisputed invoices within thirty (30) days of the invoice date and may deduct five percent (5%) from each pay estimate to be held until the completion of the final scope of work. The final payment shall be made only after acceptance of final invoice by the **CITY**, and determination has been made by the **CITY** that the scope of work has been satisfactorily completed.

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

5. **INDEMNITY AND INSURANCE:**

- A. The Consultant shall not indemnify, defend, save and hold Billings harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful or negligent acts, error or omission solely of Billings occurring during the course of or as a result of the performance of the **AGREEMENT**.
- B. The Consultant agrees to indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Consultant or its agents or employees.
- C. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both Billings and the Consultant, the Consultant shall indemnify, defend, save, and hold Billings harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from the



Consultant's or any subcontractor's wrongful or negligent acts occurring as a result from the Consultant's performance pursuant to this **AGREEMENT**.

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

The **CONSULTANT** shall provide the following insurance:

1. Workers' compensation and employer's liability coverage as required by Montana law.
2. Commercial general liability, including contractual and personal injury coverage's -- \$750,000 per claim and \$1,500,000 per occurrence.
3. Commercial automobile liability -- \$1,500,000 per accident.
4. Professional liability in the amount of \$1,500,000 per claim.

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

The **CITY** shall be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies.

In addition, all policies except Professional Liability and Worker's Compensation shall contain a waiver of subrogation against Billings.

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

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



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

A. Qualifications

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

B. Solicitation of Agreement

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

C. Facilities and Personnel

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

D. Subcontracting

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

E. Affidavits of Compliance

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

7. **AGREEMENTS OF CITY:**

A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the City of Billings' portion of the project as designated in the scope of work.

B. Name a Project Manager who shall be the liaison between the Consultant and the City of Billings. For this project, the Project Manager for **CONSULTANT** designated is Christopher Breiland and the Project Manager for **CITY** designated is Lora Mattox.



8. **NONDISCRIMINATION:**

- A. The **CONSULTANT** will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). The **CONSULTANT** will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical impairment/disability. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The **CONSULTANT** agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- B. The **CONSULTANT** shall state, in all solicitations or advertisements for employees to work on jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.
- C. The **CONSULTANT** shall comply with any and all reporting requirements that may apply to it that the **CITY** may establish by regulation.
- D. The **CONSULTANT** shall include the provisions of Subsections A through C of this Section in every subcontract or purchase order under this **AGREEMENT**, so as to be binding upon every such sub-consultant or vendor of the **CONSULTANT** under this **AGREEMENT**.
- E. The **CONSULTANT** shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination (Exhibit "C").
9. **PERMITS, LAWS, AND TAXES:** The **CONSULTANT** shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this **AGREEMENT**. All actions taken by the **CONSULTANT** under this **AGREEMENT** shall comply with all applicable statutes, ordinances, rules and regulations. The **CONSULTANT** shall pay all taxes pertaining to its performance under this **AGREEMENT**.



10. **NONWAIVER:** The failure of either party at any time to enforce a provision of this **AGREEMENT** shall in no way constitute a waiver of the provision, nor in any way affect the validity of this **AGREEMENT** or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.
11. **DECLARATION OF NO FINANCIAL INTEREST:** The **CONSULTANT** hereby declares that he does not have any interest (including that of real estate agent or broker), direct or indirect, present or prospective, in any property described in Section 1 or in its sale, or any other interest, whether or not in connection with the property, which would conflict in any manner or degree with the performance of the services and the submission of impartial reports, and has not employed and will not employ, in connection with the services to be furnished under this **AGREEMENT**, any person having any such interest. Until the property is acquired by the **CITY** or excluded from its project by resolution of its governing body, the **CONSULTANT** and any employees of the **CONSULTANT**, so long as they are employed by the **CONSULTANT**, will not acquire any such interests and will not, for their own account or for other than the **CITY**, negotiate for any of the property, perform services in connection with the property, or testify voluntarily as a witness in a condemnation or other proceeding with respect to the property.
12. **SUCCESSORS AND ASSIGNS:** This **AGREEMENT** and all of the covenants hereof shall inure to the benefit of and be binding upon the **CITY** and the **CONSULTANT** respectively and his partners, successors, assigns, and legal representatives. Neither the **CITY** nor the **CONSULTANT** shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.
13. **CHANGES IN WORK:** Any change in the scope of **CONSULTANT'S** services as stated in this **AGREEMENT** for whatever reason, will be negotiated between the **CITY** and the **CONSULTANT** and an amendment to this **AGREEMENT** will be issued with the appropriate change of services and **AGREEMENT** fee noted.
14. **LEGAL RELATIONS:** The **CONSULTANT** shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done.



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

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

16. **ENDORSEMENTS:** The **CONSULTANT** shall furnish signatures, statements, or other suitable means to signify responsible endorsement of work on all reports furnished by him.
17. **OWNERSHIP OF DOCUMENTS:** All information relating to the project and prepared under the terms of this **AGREEMENT**, including reports, data, recommendations, exhibits, analyses, and plans shall be deemed the property of the **CITY**. Reproducibles of all notes, reports, and plans shall be made available at the **CITY'S** request. **CONSULTANT** shall not be liable for modifications to documents prepared by **CONSULTANT** which are made without **CONSULTANT'S** advice after delivery to **CITY**, nor shall **CONSULTANT** be liable for their use in projects other than the Project outlined within this Agreement.
18. **PUBLIC INFORMATION:** The **CONSULTANT** shall not issue any statements, releases, or information for public dissemination without prior written approval of the **CITY**.
19. **PROPRIETARY RIGHTS:** If patentable discoveries or inventions should result from work required herein, all rights accruing from such discoveries or inventions shall be the property of the **CITY**. Pre-existing works created by **CONSULTANT** outside of the services for **CITY** but utilized in connection with such services shall continue to be owned by **CONSULTANT**.
20. **RECORDS:** The **CONSULTANT** shall maintain accounting records and other evidence pertaining to the cost incurred and to make the records available at all times during the **AGREEMENT** term and for three (3) years from the date of final payment. Such accounting records and other evidence pertaining to the cost incurred will be made available for inspections authorized by the **CITY** and copies thereof shall be furnished if requested.



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

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

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

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

CITY OF BILLINGS, MONTANA

FEHR & PEERS
CONSULTANT (Print Name Above)

By _____
THOMAS W. HANEL,
MAYOR

By *Daniel Grayuski*
Print Name *Daniel Grayuski*
Print Title *Principal*

APPROVED AS TO FORM:

By _____
BRENT BROOKS, CITY Attorney



EXHIBIT A SCOPE OF WORK

HOSPITALITY CORRIDOR PLANNING STUDY

The Billings Metropolitan Planning Organization (MPO) has identified the need to conduct a Corridor Study along Highway 87 (Main Street) beginning at the Lockwood I-90 Interchange, to the intersection of Airport Road in the City of Billings and Yellowstone County, Montana. This area is being called “The Hospitality Corridor” given the potential for land uses in the area focused on large events at METRA Park, including conference, dining and lodging opportunities.

The Study will provide an access plan for the above Hospitality Corridor, including identification of recommended streetscape improvements throughout the corridor, review of impacts of land use on the transportation system, which would include a traffic flow plan, bike/pedestrian amenities along the corridor, and a detailed discussion of potential designs of the intersections of Main Street and 1st Avenue North, Main Street and 4th Avenue North, and Main Street and 6th Avenue North. Extensive community input will be provided in the study development process. This Study should also look at the transportation interface between the Main Street corridor and the EBURD transportation network. A separate EBURD planning effort, known as the Exposition Gateway Master Plan, is directly adjacent to the study area of this study. The Exposition Gateway Master Plan will contemplate future land uses and policy changes to incentivize redevelopment of that particular area. The Hospitality Corridor Study will interface with this plan in that the access points to be analyzed as part of the Hospitality Corridor Study will be directly tied to the planning effort of the Exposition Gateway Master Plan. This Hospitality Corridor Study will require the Scope of Work and Document package to be completed within twelve (12) months of contract signing.

Below is a general outline of the anticipated scope of work. However, the final scope of work will be negotiated after completion of this contract.

Summary

- Identify current and future access points along the corridor
- Identify areas where there are traffic safety issues and recommended mitigation strategies
- Identify pedestrian and bicycle circulation within the corridor
- Provide definitive traffic analysis to assist in the design and construction of future transportation infrastructure improvements at major intersections and throughout the corridor
- Recommend streetscape improvements throughout the corridor that both align with the adjacent land uses and support the corridor as a main entryway into the Billings community



- Be consistent with other plans, including but not limited to the Billings Urban Area Long-Range Transportation Plan, Billings Area Bikeway & Trail Master Plan, East Billings Urban Renewal District Master Plan, I-90 Corridor Study, and Long Range Planning at METRA Park
- Coordinate closely with the Exposition Gateway Concept Plan
- Coordinate closely with MDT throughout the study process

Consultant will be required to update and receive input from the community through a public participation process that follows the 2009 Yellowstone County Board of Planning Participation Plan.

Deliverables

- Provide weekly project management reports to the City/County Planning Division.
- Provide copies of any public announcements and community meeting sign-in sheets (or similar)
- Steering Committee Meetings' minutes (or similar)
- Final Hospitality Corridor Study Plan

Note: The final plan shall be provided to the **CITY** by the **CONSULTANT** in the following manner: 15 printed copies, 10 compact discs in a pdf. electronic version and one electronic version that can be manipulated and edited for future updates.



EXHIBIT B PROJECT COST



Hospitality Corridor Planning Study – Budget and Budget Justification

This document outlines a proposed scope of work to document our team's budget assumptions for the Hospitality Corridor Planning Study. A detailed budget is shown on page 3 of this document. We anticipate that we will work with City staff on refining the budget if we are selected to perform this work.

Task 1 – Existing Conditions Analysis

In this task, the team will collect existing information along the corridor. Since our team members are involved with ongoing work with MDT on the corridor and the Exposition Gateway Concept Plan, we anticipate that we can collect this information quickly and efficiently. We will analyze travel patterns in the area and develop an active transportation mode deficiency plan. In addition, the team will analyze traffic at the key intersections along the corridor and identify deficiencies. With respect to transportation safety, we will analyze collision data on the corridor and compare to statewide or nationwide averages to identify any areas of concern. Also, we will review and summarize existing planning documents that are relevant to the area.

Task 2 – Integration with Exposition Gateway Project and Land Use Planning

To understand future travel patterns, traffic congestion levels, and active transportation needs, we need to consider the land use and redevelopment plans envisioned as part of the Exposition Gateway Concept Plan. Since we are the same team that is working on that project, we anticipate that this integration will be seamless and efficient. This land use and planning information will constitute the foundation for the transportation planning along the Hospitality Corridor to ensure a good linkage between the METRA Park area, regional trail network, existing facilities in the downtown area, and new growth in the Expo Gateway and EBURD areas.

Task 3 – Identify Access Points, Pedestrian/Bicycle Circulation Improvements, and Vehicle Congestion Relief Concepts

Based on the information in Tasks 1 and 2, we will develop a draft transportation, access, and mobility plan for the area for review by City staff and other stakeholders. We envision that this draft plan will address the congestion, mobility, and safety issues identified in Task 1, while supporting the land use changes identified in Task 2. This will be an iterative task where initial planning concepts will be reduced to a preferred alternative that balances all the needs on this complex corridor. This task will blend quantitative analyses of traffic, pedestrian/bicycle travel demand, and crossing treatments with qualitative assessments of land use and urban form integration and alignment with other planning efforts.

Task 4 – Develop a Streetscape Concept Vision for the Corridor

Based in part on Task 3, the team will develop a comprehensive Streetscape plan for the entire corridor. The goal will be to improve the aesthetics of the area, improve the walkability/bikability of the area, and highlight the corridor as a gateway to Billings. We envision that this streetscape plan will be valid beyond



the corridor itself and could establish an overall vision for the entire Main Street and 1st Avenue corridors. This streetscape plan will develop sample renderings and define innovative implementation ideas, including public/private partnerships and examples of creative financing from our experiences across the West.

Task 5 – Public Outreach

The public outreach program for the Hospitality Corridor Plan will be completely integrated with the Exposition Gateway project. We envision at least one planning charrette that focuses on the mobility issues and solutions in the Hospitality Corridor and a joint charrette with the Exposition Gateway project to discuss an integrated land use and planning approach in the corridor. Through our combined approach, we will not only be able to gain efficiencies by leveraging both projects, but we will be able to reduce stakeholder fatigue by seamlessly integrating the Hospitality Corridor and Exposition Gateway projects.

Task 6 – Documentation

We will document the outcomes of the tasks above into a series of memos. These memos will be reviewed by City staff and ultimately integrated into a draft report. Our team finds this approach to developing the documentation as we progress to streamline the review process and to lead to a higher quality final plan. In addition to a traditional plan, we will incorporate many visual simulations to help the public and decision-makers gain a better understanding of how to transform the Hospitality Corridor into a gateway to Billings.

Task 7 – Meetings and Project Management

Strong project management is critical to the success of this project and is necessary to ensure successful integration of the Hospitality Corridor and Exposition Gateway projects. On a similarly complex transportation master plan project in Redmond, Washington, Fehr & Peers held weekly calls with the City's project manager to provide status updates and address problems and conflicts before they impacted the budget or schedule.

In addition to tight project management, we envision a series of key meetings being critical to the success of this project. The project will start with a kickoff meeting to set the stage for the future planning work and the results of the preliminary analysis will be presented to the City staff and a steering committee. As described earlier, a detailed public involvement charrette is also envisioned. Lastly, a meeting to present the final Hospitality Corridor Plan will be held to present the mobility improvement concepts to the public and decision makers.



Detailed Budget

	Fehr & Peers		LMN		Studio Cascade		High Plains		Sanderson Stewart		Total	
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Task 1	44	\$ 6,160	0	\$ 0	0	\$ 0	0	\$ 0	16	\$ 2,240	60	\$ 8,400
Task 2	8	\$ 1,120	4	\$ 520	0	\$ 0	16	\$ 2,000	0	\$ 0	28	\$ 3,640
Task 3	60	\$ 8,400	0	\$ 0	0	\$ 0	4	\$ 500	16	\$ 2,240	80	\$ 11,140
Task 4	8	\$ 1,120	60	\$ 7,800	0	\$ 0	8	\$ 1,000	0	\$ 0	76	\$ 9,920
Task 5	8	\$ 1,120	4	\$ 520	40	\$ 5,200	8	\$ 1,000	4	\$ 560	64	\$ 8,400
Task 6	60	\$ 8,400	8	\$ 1,040	0	\$ 0	0	\$ 0	4	\$ 560	72	\$ 10,000
Task 7	44	\$ 6,160	4	\$ 520	4	\$ 520	16	\$ 2,000	4	\$ 560	72	\$ 9,760
Labor Total	232	\$ 32,480	80	\$ 10,400	44	\$ 5,720	52	\$ 6,500	44	\$ 6,160	452	\$ 61,260
Travel		\$ 1,660		\$ 830		\$ 1,660						
											Travel Total	\$ 4,150
											Other Direct Costs	\$ 4,500
											Total	\$ 69,910



EXHIBIT C DBE AND NON-DISCRIMINATION NOTICE

DBE Goals

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

Nondiscrimination Compliance

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

NON-DISCRIMINATION NOTICE

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

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

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

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

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

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



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

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

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

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

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

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

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

C) COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

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

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



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

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

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

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

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



Insured: Fehr & Peers
Insurer: Hartford Casualty Insurance Co.
Policy Number: 57SBAVA1664
Policy Effective Date: 11/01/11
Additional Insured: City of Billings

EXCERPTS FROM: Hartford Form SS 00 08 04 05
BUSINESS LIABILITY COVERAGE FORM

C. WHO IS AN INSURED

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit. A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury, "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products- completed operations hazard, but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to: "Bodily injury, "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including: inspection, or engineering

E.5. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

E.7.b.(7).(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

E.8.b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

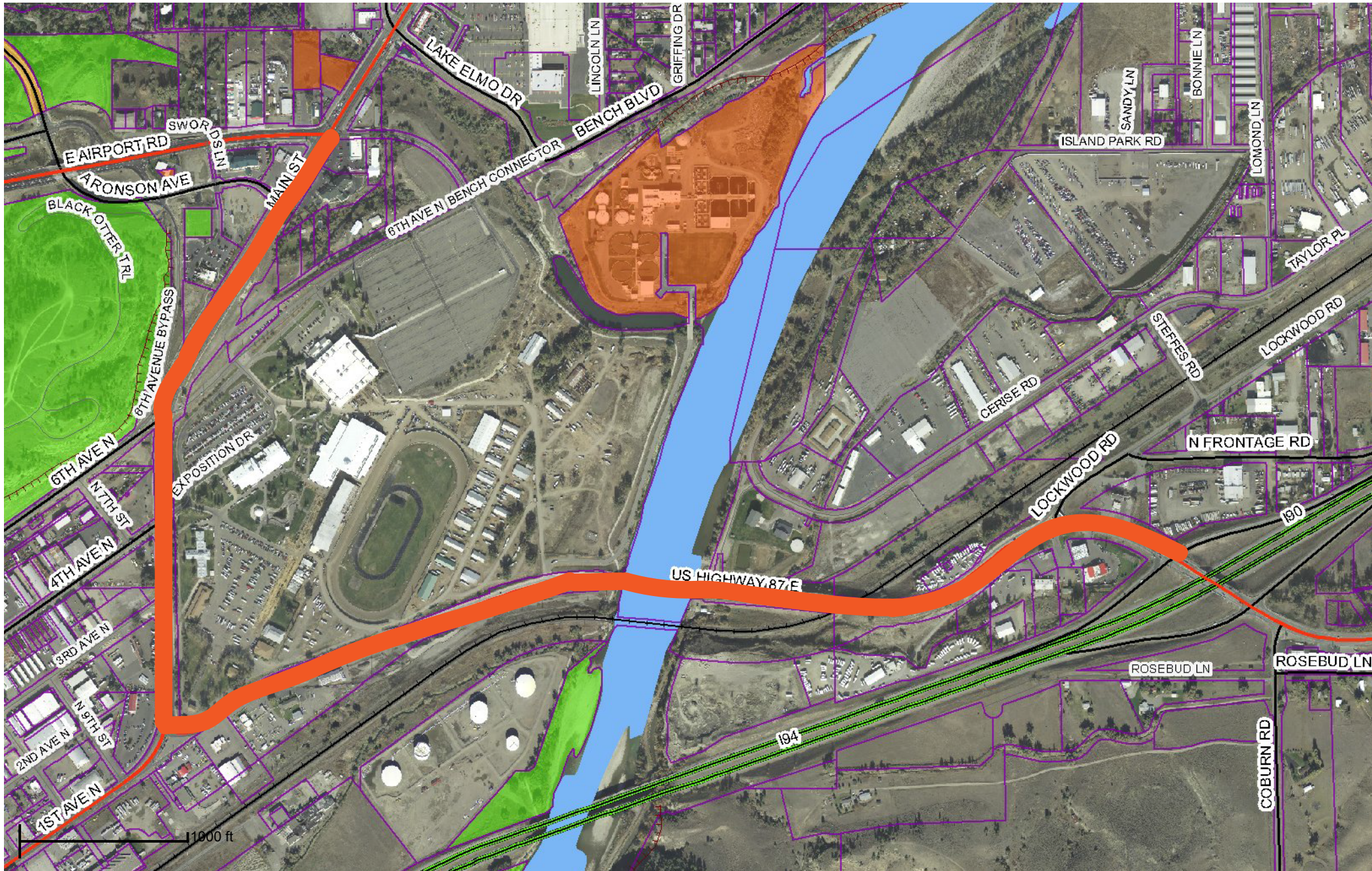
If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

EXCERPT FROM Hartford Form SS 04 38 06 01

HIRED AUTO AND NON-OWNED AUTO

B. With respect to the operation of a "non-owned auto", WHO IS AN INSURED is replaced by the following: The following are "insureds":

d. Anyone liable for the conduct of an "insured", but only to the extent of that liability.



Regular City Council Meeting

Meeting Date: 10/22/2012

TITLE: Amendments to Scheduled Airline Operating Agreement and Terminal Building Leases

PRESENTED BY: Tom Binford

Department: Airport

Information

PROBLEM/ISSUE STATEMENT

On June 30, 2006, the two-year Scheduled Airline Operating Agreement and Terminal Building Lease (the Airline Agreement) with the signatory airlines expired. Due to the bankruptcies and other financial difficulties that the airline industry suffered at that time, the airlines would only consider short-term agreements. Since then the airline industry has continued to change with additional bankruptcies, mergers and consolidations. As a result, upon each expiration date, Staff has negotiated either one or two-year extensions to the Airline Agreement. The existing Airline Agreements with Delta Air Lines, United Airlines, Horizon Air Industries, and Allegiant Air expired on June 30, 2012. Staff has once again negotiated a one-year extension of the airlines' respective agreements, with a new termination date of June 30, 2013. Frontier Airlines did not sign an Airline Agreement and continues to operate under City ordinance. Silver Airways (formerly Gulfstream International Airlines), the Essential Air Service provider, operates under an Operating Permit with the Airport, which renews automatically each year until April 30, 2015. Copies of the Amendments are on file in the City Clerk's office.

ALTERNATIVES ANALYZED

The City Council may:

- approve each Airline Agreement amendment, extending the term of the Airline's Agreement to June 30, 2013, or
- not approve each Airline Agreement amendment, extending the term of the Airline's Agreement to June 30, 2013.

FINANCIAL IMPACT

These Amendments extend the term of each Airline's Agreement and helps to ensure the Airport's fiscal viability through June 30, 2013. The total budgeted airline revenue for the City is estimated at \$3,041,454 for FY13.

RECOMMENDATION

Staff recommends that City Council approve the Amendment to each of the Scheduled Airline Operating Agreements with Horizon Air (dba Alaska Airlines), United Airlines, Delta Air Lines (as assignee and successor to Northwest Airlines), and Allegiant Air, extending the Agreement expiration date to June 30, 2013.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 10/22/2012

TITLE: Adult Resource Alliance of Yellowstone County Funding Agreement Renewal

PRESENTED BY: Robin Grinsteiner

Department: Parks/Rec/Public Lands

Information

PROBLEM/ISSUE STATEMENT

The City of Billings receives county mill levy funding annually through the Adult Resource Alliance of Yellowstone County (ARAYC), (formerly the Yellowstone County Council on Aging) in support of the senior programs at the Billings Community and Senior Center. This funding agreement is renewed each year and establishes the terms under which the City will receive the funding. The funding allocation for 2012-2013 from the ARAYC will remain at \$26,000; however, this year's funding agreement indicates that due to several county tax appeals, a percentage of the allocation will be withheld until those taxes are paid to the county, which will in turn be passed along to the ARAYC. It is noted in the agreement that the ARAYC will pass on whatever percentage they receive after county expenses and do not anticipate it will be the full amount. Final result: Allocation \$26,000; hold-back: \$359; expected amount received \$25,641. The Community & Senior Center will also receive \$1,880 of one time funding to purchase a chair caddy and four tables.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the Funding Agreement; or,
- Not approve the Funding Agreement.

FINANCIAL IMPACT

This funding source continues to comprise approximately 11% of the Community and Senior Center's total budget.

RECOMMENDATION

Staff recommends that Council approve the Funding Agreement.

APPROVED BY CITY ADMINISTRATOR

Attachments

ARAYC AGREEMENT

ARAYC AGREEMENT pg 2

AGREEMENT

This AGREEMENT between the Adult Resource Alliance of Yellowstone County (ARAYC) and the City of Billings, is for the provision of the services for persons 60 years of age or older and their spouses according to the following terms.

SECTION 1 GENERAL TERMS

- 1.1 This agreement will be effective from July 1, 2012 through June 30, 2013. Prior to the completion date, the contract will be reviewed for renewal by ARAYC upon submission of a budget and funding request to ARAYC for the upcoming year by the City of Billings.
- 1.2 This agreement is for Yellowstone County Senior Mil Levy funding which comes to the Adult Resource Alliance of Yellowstone County and is distributed to senior service providers by the ARAYC with approval by the County Commissioners. As such, these funds are available to match Federal funds or other grants.
- 1.3 The allocation for this time period will be \$26,000. Payments will be made in four equal amounts. This amount includes \$2,400 that is considered rent for the kitchen and dining room space for the Senior Dinner Program meal site. The remainder of the funds will be used to support the Senior Center program expenses. It is understood that ARAYC will pay for ½ of the repairs to the kitchen equipment that it uses provided there is notification of necessary repairs before they are made. ARAYC will also pay for the ice used by the Senior Dinner Program semi annually.
- 1.4 This agreement may be modified by a written amendment signed by an authorized representative of both parties, and attached to the original of this contract.
- 1.5 Either party, without cause, may terminate this agreement by written notice sixty (60) days in advance.
- 1.6 Due to several county tax appeals, a percentage the allocation will be withheld until those taxes are paid to the County and then passed on to ARAYC. We will pass on whatever the percentage is that we receive after the county expenses and do not anticipate that it will be the full amount.
- 1.7 Allocation: \$26,000 Holdback: \$359 Will Receive: \$25,641
- 1.8 The City of Billings will also receive up to \$1,880 in one time funding to purchase a chair caddy and four tables. Payment will be made after copy of a paid invoice is received.

SECTION 2 REPORTS AND RECORDS

- 2.1 All financial and supporting documents regarding the use of these funds shall be available at anytime to the ARAYC upon request from the ARAYC auditor.

- 2.2 A monthly report of individual participants at the senior center will be submitted to the YCCOA office no later than 10 working days into the next month. This will include name and birthdate of each participant.

SECTION 3 REPRESENTATIVE

- 3.1 The ARAYC representative shall be Bea Ann Melichar, Executive Director or her representative. The City of Billings representative shall be the Parks, Recreation and Public Lands Director or his representative.

SECTION 4 SENIOR NEWS

- 4.1 The monthly ARAYC publication, "Senior News", shall be available to all participants of the center and is not subject to their membership in any organization. News specific to the Billings Community Center shall be included in the publication each month and will follow guidelines established by ARAYC for setup, font size and content with upcoming events, activities and speakers featured. News is subject to review and editing by the ARAYC Executive Director and or her designee. Refer to the schedule sent out the first of each year for the date of submittal of the information. There will be a charge for additional space in the Senior News.

SECTION 5 TRAINING/PLANNING MEETINGS

- 5.1 A representative of the Billings Community Center will attend planning or training meetings as necessary in relationship to these funds, provided there is adequate notification of such meetings.

SECTION 6 IDENTIFICATION ON PUBLICATIONS

- 6.1 Any written materials the Billings Community Center produces that lists the sources of funding for their program shall also include the Adult Resource Alliance of Yellowstone County.

This AGREEMENT is hereby signed and entered into by both parties:

Bea Ann Melichar Date 9/12/12
Bea Ann Melichar, Executive Director

City of Billings Representative Date _____

Regular City Council Meeting

Meeting Date: 10/22/2012

TITLE: Amend original DNRC sewer bond resolutions to reduce interest rates

PRESENTED BY: Patrick M Weber

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The City of Billings Finance Department and the City's Bond Counsel requested that the State review interest rates on outstanding and new DNRC loans. Current market conditions indicate that the DNRC could lower its rates and by doing so, would be competitive with recently obtained bond rates. The DNRC and the Department of Environmental Quality determined that it is in the best interests of borrowers and the program to reduce the interest rates.

It is proposed that the following interest rates be reduced:

- Series 2005 Bond from 3.75% to 2.25%
- Series 2008 Bond from 3.75% to 3.00%
- Series 2009C Bond from 3.75% to 3.00%
- Series 2010B Bond from 3.75% to 3.00%
- Series 2010C Bond from 3.75% to 3.00%

ALTERNATIVES ANALYZED

The Council may:

- Approve the resolution or
- Not approve the resolution

FINANCIAL IMPACT

The lower interest rates produce an estimated savings of \$1,456,055.

RECOMMENDATION

Staff recommends that the City Council approve the attached resolution amending the original resolutions and reducing the interest rates on the sewer bonds.

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 RELATING TO AMENDED AND RESTATED SEWER SYSTEM REVENUE BONDS (DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM); AMENDING AUTHORIZING RESOLUTIONS ADOPTED AUGUST 22, 2005, JULY 28, 2008, JULY 27, 2009 AND MAY 24, 2010" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a meeting on October 22, 2012, 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 22nd day of October, 2012.

City Clerk

RESOLUTION NO. ____

RESOLUTION RELATING TO AMENDED AND RESTATED
SEWER SYSTEM REVENUE BONDS (DNRC WATER
POLLUTION CONTROL STATE REVOLVING LOAN
PROGRAM); AMENDING AUTHORIZING RESOLUTIONS
ADOPTED AUGUST 22, 2005, JULY 28, 2008, JULY 27, 2009
AND MAY 24, 2010

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

Section 1. Recitals.

1.01. Issuance of Prior Bonds. Pursuant to Resolution No. 05-18326 adopted by the City Council on August 22, 2005 (the “2005 Resolution”), as amended and supplemented by Resolution No. 08-18738 adopted on July 28, 2008 (the “2008 Resolution”), Resolution No. 09-18851 adopted on July 27, 2009 (the “2009C Resolution”) and Resolution No. 10-18939 adopted on May 24, 2010 (the “2010 Resolution”) (collectively, the “Prior Resolutions”), the City authorized the issuance of its Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2005, in the maximum principal amount of \$4,515,000 (the “Series 2005 Bond”), its Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2008, in the maximum principal amount of \$7,400,000 (the “Series 2008 Bond”), its Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009C, in the maximum principal amount of \$5,387,000 (the “Series 2009C Bond”), its Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010B, in the maximum principal amount of \$816,000 (the “Series 2010B Bond”) and its Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010C, in the maximum principal amount of \$2,900,000 (the “Series 2010C Bond”), in order to finance improvements (collectively, the “Improvements”) to its municipal sewer system (the “System”), as more particularly described in the Prior Resolutions. The Series 2005 Bond, the Series 2008 Bond, the Series 2009C Bond, the Series 2010B Bond and the Series 2010C Bond (collectively, the “Prior Bonds”) were originally issued as of September 22, 2005, August 28, 2008, August 12, 2009, June 30, 2010 and June 30, 2010, respectively, and were purchased and are currently held by the Department of Natural Resources and Conservation of the State of Montana (the “DNRC”). There are no other bonds or indebtedness of the City that are outstanding and payable from revenues of the System, except the City’s Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009B, issued in the maximum principal amount of \$359,300. Terms with initial capital letters used but not defined herein have the meanings given them in the Prior Resolutions.

1.02. Interest Rate Reduction. Pursuant to the Intended Use Plan for fiscal year 2013 (the “IUP”) for the Water Pollution Control State Revolving Loan Program (the “Program”), the DNRC and the Department of Environmental Quality of the State of Montana have determined that it is in the best interests of borrowers of loans made under the Program and the Program to reduce the interest rates available under the Program.

1.03. Reduction in Interest Rate on Prior Bonds. It is proposed that debt service on the Prior Bonds be reduced in accordance with the interest rate reduction proposal under the IUP, thereby reducing the interest rate on (i) the Series 2005 Bond from three and three-quarters percent (3.75%) per annum to two and one-quarter percent (2.25%) per annum from and after the date of delivery of the First Amended and Restated Series 2005 Bond; (ii) the Series 2008 Bond from three and three-quarters percent (3.75%) per annum to three percent (3.00%) per annum from and after the date of delivery of the First Amended and Restated Series 2008 Bond; (iii) the Series 2009C Bond from three and three-quarters percent (3.75%) per annum to three percent (3.00%) per annum from and after the date of delivery of the First Amended and Restated Series 2009C Bond; (iv) the Series 2010B Bond from three and three-quarters percent (3.75%) per annum to three percent (3.00%) per annum from and after the date of delivery of the First Amended and Restated Series 2010B Bond; and (v) the Series 2010C Bond from three and three-quarters percent (3.75%) per annum to three percent (3.00%) per annum from and after the date of delivery of the First Amended and Restated Series 2010C Bond.

Section 2. Amendment of the Prior Resolutions and Prior Bonds.

2.01. Authorization for Amendment. The City in Section 14.4 of the 2005 Resolution, Section 11.4 of the 2008 Resolution, Section 13.4 of the 2009C Resolution and Section 13.4 of the 2010 Resolution, respectively, reserved the right to amend the Prior Resolutions with the consent of the DNRC.

2.02. Consent of DNRC. The DNRC has agreed to the amendment of the Prior Resolutions and the Prior Bonds in order to effect the reduction in interest rates described in Section 1.03 of this Resolution.

2.03. Amendment of Prior Resolutions. Pursuant to the authority cited in Sections 2.01 and 2.02 of this Resolution:

(a) The 2005 Resolution is hereby amended effective as of the date of delivery of the First Amended and Restated Series 2005 Bond (as hereinafter defined) to read as follows:

(i) all references to the aggregate interest rate, or that interest rate that includes the interest rate and all surcharges, on the Series 2005 Bond are hereby amended to read 2.25% per annum, instead of 3.75% per annum; (ii) all references to the interest rate on the Series 2005 Bond exclusive of any surcharges are hereby amended to read 1.25% per annum, instead of 2.00% per annum; (iii) the administrative expense surcharge on the Series 2005 Bond will continue in effect at 0.75% per annum; and (iv) all references to the loan loss reserve surcharge on the Series 2005 Bond are hereby amended to read 0.25% per annum, instead 1.00% per annum; and

(ii) the total principal amount of the First Amended and Restated Series 2005 Bond is \$3,299,000.

(b) The 2008 Resolution is hereby amended effective as of the date of delivery of the First Amended and Restated Series 2008 Bond (as hereinafter defined) to read as follows:

(i) all references to the aggregate interest rate, or that interest rate that includes the interest rate and all surcharges, on the Series 2008 Bond are hereby amended to read 3.00% per annum, instead of 3.75% per annum; (ii) all references to the interest rate on the Series 2008 Bond exclusive of any surcharges will continue in effect at 2.00% per annum; (iii) the administrative expense surcharge on the Series 2008 Bond will continue in effect at 0.75% per annum; and (iv) all references to the loan loss reserve surcharge on the Series 2008 Bond are hereby amended to read 0.25% per annum, instead 1.00% per annum; and

(ii) the total principal amount of the First Amended and Restated Series 2008 Bond is \$5,551,000.

(c) The 2009C Resolution is hereby amended effective as of the date of delivery of the First Amended and Restated Series 2009C Bond (as hereinafter defined) to read as follows:

(i) all references to the aggregate interest rate, or that interest rate that includes the interest rate and all surcharges, on the Series 2009C Bond are hereby amended to read 3.00% per annum, instead of 3.75% per annum; (ii) all references to the interest rate on the Series 2009C Bond exclusive of any surcharges will continue in effect at 2.00% per annum; (iii) the administrative expense surcharge on the Series 2009C Bond will continue in effect at 0.75% per annum; and (iv) all references to the loan loss reserve surcharge on the Series 2009C Bond are hereby amended to read 0.25% per annum, instead 1.00% per annum; and

(ii) the total principal amount of the First Amended and Restated Series 2009C Bond is \$3,674,000.

(d) The 2010B Resolution is hereby amended effective as of the date of delivery of the First Amended and Restated Series 2010B Bond (as hereinafter defined) to read as follows:

(i) all references to the aggregate interest rate, or that interest rate that includes the interest rate and all surcharges, on the Series 2010B Bond are hereby amended to read 3.00% per annum, instead of 3.75% per annum; (ii) all references to the interest rate on the Series 2010B Bond exclusive of any surcharges will continue in effect at 2.00% per annum; (iii) the administrative expense surcharge on the Series 2010B Bond will continue in effect at 0.75% per annum; and (iv) all references to the loan loss reserve surcharge on the Series 2010B Bond are hereby amended to read 0.25% per annum, instead 1.00% per annum; and

(ii) the total principal amount of the First Amended and Restated Series 2010B Bond is \$759,000.

(e) The 2010C Resolution is hereby amended effective as of the date of delivery of the First Amended and Restated Series 2010C Bond (as hereinafter defined) to read as follows:

(i) all references to the aggregate interest rate, or that interest rate that includes the interest rate and all surcharges, on the Series 2010C Bond are hereby amended to read 3.00% per annum, instead of 3.75% per annum; (ii) all references to the interest rate on

the Series 2010C Bond exclusive of any surcharges will continue in effect at 2.00% per annum; (iii) the administrative expense surcharge on the Series 2010C Bond will continue in effect at 0.75% per annum; and (iv) all references to the loan loss reserve surcharge on the Series 2010C Bond are hereby amended to read 0.25% per annum, instead 1.00% per annum; and

(ii) the total principal amount of the First Amended and Restated Series 2010C Bond is \$2,197,822.

(f) Except as expressly noted herein, other interest rates or surcharges are not adjusted, including, without limitation, interest on past-due amounts.

2.04. Amendment of Forms of Bonds. Pursuant to the authority cited in Sections 2.01 and 2.02 of this Resolution, effective as of the date of delivery of each series of amended and restated bonds, the Series 2005 Bond attached as Appendix B to the 2005 Resolution is hereby amended and restated in its entirety substantially as set forth on the attached Appendix A (the “First Amended and Restated Series 2005 Bond”); the Series 2008 Bond attached as Appendix B to the 2008 Resolution is hereby amended and restated in its entirety substantially as set forth on the attached Appendix B (the “First Amended and Restated Series 2008 Bond”); the Series 2009C Bond attached as Appendix B-3 to the 2009C Resolution is hereby amended and restated in its entirety substantially as set forth on the attached Appendix C (the “First Amended and Restated Series 2009C Bond”); the Series 2010B Bond attached as Appendix B-2 to the 2010 Resolution is hereby amended and restated in its entirety substantially as set forth on the attached Appendix D (the “First Amended and Restated Series 2010B Bond”); and the Series 2010C Bond attached as Appendix B-3 to the 2010 Resolution is hereby amended and restated in its entirety substantially as set forth on the attached Appendix E (the “First Amended and Restated Series 2010C Bond”).

2.05. Effect of Amendments. Except as amended by Sections 2.03 and 2.04 of this Resolution, the Prior Resolutions shall remain in full force and effect as amended by Sections 2.03 and 2.04 of this Resolution for the benefit of the holders from time to time of the First Amended and Restated Series 2005 Bond, the First Amended and Restated Series 2008 Bond, the Series 2009B Bond, the First Amended and Restated Series 2009C Bond, the First Amended and Restated Series 2010B Bond, the First Amended and Restated Series 2010C Bond and any other Bonds now outstanding and any Additional Bonds that may be issued thereunder.

Section 3. Preparation and Delivery of Amended and Restated Bonds. The First Amended and Restated Series 2005 Bond, the First Amended and Restated Series 2008 Bond, the First Amended and Restated Series 2009C Bond, the First Amended and Restated Series 2010B Bond, and the First Amended and Restated Series 2010C Bond (collectively, the “Amended and Restated Bonds”) shall be prepared under the direction of the City Finance Director and shall be executed on behalf of the City by the signatures of the Mayor, the City Finance Director and the City Clerk and sealed with the official corporate seal of the City. When the Amended and Restated Bonds have been executed, the City Finance Director shall cause them to be dated as of the date of delivery and delivered to the DNRC, as purchaser thereof, in anticipation of the surrender of the Prior Bonds.

Section 4. Revenue Bond Account; Reserve Account. The City Finance Director is authorized and directed to transfer amounts in the Revenue Bond Account to pay interest owing on the Prior Bonds as of the date of delivery of the Amended and Restated Bonds. The City Finance Director is further authorized and directed to transfer amounts made available in the Reserve Account because of the foregoing interest rate adjustments to the Revenue Bond Account to prepay any one or more Prior Bonds or any other Bonds outstanding as of the date of delivery of the Amended and Restated Bonds, to pay costs of issuance of the Amended and Restated Bonds, or to any other eligible fund or account or for any other eligible purpose, as described more particularly in certificates or documents delivered in conjunction with the delivery of the Amended and Restated Bonds.

Section 5. Tax Matters.

5.01. General Covenants. The City covenants and agrees with the owners from time to time of the Amended and Restated 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 Amended and Restated Bonds to become includable in gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (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 Amended and Restated Bonds will not become includable in gross income for federal income tax purposes under the Code and the Regulations. The Improvements and the System are each owned and maintained by the City and available for use by members of the general public on a substantially equal basis. The City agrees not to enter into any lease, use or other agreement with any non-governmental person relating to the use of the Improvements or the System or security for the payment of the Amended and Restated Bonds which might cause the Amended and Restated Bonds to be considered “private activity bonds” or “private loan bonds” within the meaning of Section 141 of the Code.

5.02. Arbitrage Rebate. The City acknowledges that the Amended and Restated 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 Amended and Restated Bonds from gross income for federal income tax purposes. In furtherance of the foregoing, the City Finance Director is hereby authorized and directed to execute a Rebate Certificate, substantially in the form of the Rebate Certificate prepared by Bond Counsel and the City hereby covenants and agrees to observe and perform the covenants and agreements contained therein, unless amended or terminated in accordance with the provisions thereof.

5.03. Certification. The Mayor, the City Finance Director and the City Clerk, being the officers of the City charged with the responsibility for issuing the Amended and Restated Bonds pursuant to this Resolution, are authorized and directed to execute and deliver to the DNRC certifications to satisfy the provisions of Sections 1.148-2(b) of the Treasury Regulations relating to a reasonable expectation that the proceeds of the Amended and Restated Bonds will be used in a manner that will not cause them to be arbitrage bonds.

5.04. Information Reporting. The City shall file with the Secretary of the Treasury, not later than February 15, 2013, a statement concerning the Amended and Restated Bonds containing the information required by Section 149(e) of the Code.

Section 6. Program Covenants. The City agrees that (i) neither it nor any “related person” to the City (within the meaning of Section 147(a)(2) of the Code) shall, whether pursuant to a formal or informal arrangement, acquire bonds issued by the State under the Trust Indenture for the Program in an amount related to the amount of the Amended and Restated Bonds; and (ii) for purposes of the Program, the issuance of the Amended and Restated Bonds constitutes a “deemed” refunding of the Prior Bonds effective as of the date of delivery of the Amended and Restated Bonds and the DNRC shall be deemed to have relented the proceeds of the Prior Bonds under the Program effective as of such date.

Section 7. Certification and Effective Date.

7.01. Certification. The officers of the City are authorized and directed to prepare and furnish to the DNRC and to the attorneys rendering an opinion as to the legality of the Amended and Restated Bonds, certified copies of all ordinances, resolutions and records and such other certificates, affidavits and other instruments as may be required to evidence the validity, status of tax-exempt interest, or marketability of the Amended and Restated Bonds and all such certified copies, certificates and affidavits shall constitute representations of the City as to the truth of all statements of fact contained therein.

7.02. Effective Date. This Resolution shall be in full force and effect from and after its passage. The amendments to the Amended and Restated Bonds noted herein, however, shall be effective only from and after the date of delivery of the Amended and Restated Bonds.

Adopted by the City Council of the City of Billings, Montana, on this 22nd day of October, 2012.

Mayor

Attest: _____
City Clerk

(SEAL)

APPENDIX A

[FORM OF FIRST AMENDED AND RESTATED SERIES 2005 BOND]

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF YELLOWSTONE

CITY OF BILLINGS

FIRST AMENDED AND RESTATED
SEWER SYSTEM REVENUE BOND
(DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM)
SERIES 2005

No. R-2

\$3,299,000

FOR VALUE RECEIVED, THE CITY OF BILLINGS, MONTANA (the “Borrower”), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and, for value received, hereby promises to pay to the Department of Natural Resources and Conservation of the State of Montana (the “DNRC”), or its registered assigns, solely from the Revenue Bond Account of its Sewer System Fund, the principal amount of THREE MILLION TWO HUNDRED NINETY NINE THOUSAND DOLLARS (\$3,299,000), with interest thereon from the date hereof at the rate of one and twenty-five hundredths percent (1.25%) per annum on the unpaid balance until paid. In addition, the Borrower shall pay an Administrative Expense Surcharge and a Loan Loss Reserve Surcharge on the outstanding principal amount of this Bond at the rates of seventy-five hundredths of one percent (0.75%) per annum and twenty-five hundredths of one percent (0.25%) per annum, respectively. Principal, interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be payable in semiannual installments payable on each January 1 and July 1 (each a “Loan Repayment Date”), commencing January 1, 2013. Each installment shall be in the amount set forth opposite its due date in Schedule A hereto under “Total Loan Payment.” The portion of each such payment consisting of principal, the portion consisting of interest, the portion consisting of Administrative Expense Surcharge, and the portion consisting of Loan Loss Reserve Surcharge shall be as set forth in Schedule A hereto. Past-due payments of principal, interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid. Interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be calculated on the basis of a 360-day year comprising 12 months of 30 days each. All payments under this Bond shall be made to the registered holder of this Bond, at its address as it appears on the Bond register, in lawful money of the United States of America.

This Bond is one of an issue of Sewer System Revenue Bonds of the Borrower authorized to be issued in one or more series from time to time, and constitutes a series in the maximum authorized principal amount of \$4,515,000 (the “First Amended and Restated Series 2005 Bond”). The First Amended and Restated Series 2005 Bond is issued to refinance costs of construction of certain improvements to the sewer system of the Borrower (the “System”). The

First Amended and Restated Series 2005 Bond is issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended, and ordinances and resolutions duly adopted by the governing body of the Borrower, including Resolution No. 05-18326 (the “Original Resolution”), adopted by the City Council on August 22, 2005, as amended and supplemented by Resolution Nos. 08-18738, 09-18851, 10-18939 and [_____], adopted July 28, 2008, July 27, 2009, May 24, 2010 and October 22, 2012, respectively (as so amended and supplemented and as hereafter amended and supplemented in accordance with its terms, the “Resolution”). Terms used with initial capital letters but not defined herein have the meanings given them in the Resolution. The First Amended and Restated Series 2005 Bond is issuable only as a single, fully registered bond. The First Amended and Restated Series 2005 Bond is issued on a parity and is equally and ratably secured by Net Revenues of the System with the Borrower’s outstanding Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2008 (the “First Amended and Restated Series 2008 Bond”), Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009B (the “Series 2009B Bond”), Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009C (the “First Amended and Restated Series 2009C Bond”), Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010B (the “First Amended and Restated Series 2010B Bond”), and Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010C (the “First Amended and Restated 2010C Bond”) (all such Bonds, collectively, the “Outstanding Bonds”).

Reference is made to the Resolution for a more complete statement of the terms and conditions upon which the First Amended and Restated Series 2005 Bond has been issued, the Net Revenues of the System pledged and appropriated for the payment and security thereof, the conditions upon which additional bonds may be issued under the Resolution and made payable from such Net Revenues on a parity with the Outstanding Bonds (collectively, the “Bonds”) or otherwise, the conditions upon which the Resolution may be amended, the rights, duties and obligations of the Borrower, and the rights of the owners of the First Amended and Restated Series 2005 Bond.

The Borrower may prepay the principal of the First Amended and Restated Series 2005 Bond only if (i) it obtains the prior written consent of the DNRC thereto, and (ii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest, and Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. If the First Amended and Restated Series 2005 Bond is prepaid in part, such prepayments shall be applied to principal payments in inverse order of maturity.

The First Amended and Restated Series 2005 Bond, including interest and any premium for the redemption thereof, are payable solely from the Net Revenues pledged for the payment thereof and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision.

The Borrower may deem and treat the person in whose name this First Amended and Restated Series 2005 Bond is registered as the absolute owner hereof, whether this First Amended and Restated Series 2005 Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and the Borrower shall not be affected by any notice to the contrary. The First Amended and Restated Series 2005 Bond may be transferred as hereinafter provided.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the Borrower will prescribe and collect reasonable rates and charges for all services and facilities afforded by the System, including all additions thereto and replacements and improvements thereof, and has created a special Sewer System Fund into which the gross revenues of the System will be paid, and a separate and special Revenue Bond Account in the Sewer System Fund, into which will be paid each month, from and as a first and prior lien on the Net Revenues of the System then on hand, an amount equal to not less than one-twelfth of the interest and principal to become due within the next twelve months with respect to all Bonds payable from the Revenue Bond Account; that the Borrower has created a Reserve Account in the Sewer System Fund into which shall be paid additional Net Revenues, after required credits to the Revenue Bond Account sufficient to maintain a reserve therein equal to the maximum amount of principal and interest payable on the Bonds in the current or any future fiscal year; that the Revenue Bond Account will be used only to pay the principal of, premium, if any, and interest on the Bonds and any other additional Bonds issued pursuant to the Resolution on a parity therewith; that the rates and charges for the System will from time to time be made and kept sufficient, to provide gross income and revenues adequate to pay promptly the reasonable and current expenses of operating and maintaining the System and to produce during each fiscal year Net Revenues not less than 125% of the maximum annual principal and interest payable on the outstanding Bonds in the current or any future fiscal year; that additional bonds may be issued and made payable from the Revenue Bond Account on a parity with the outstanding Bonds upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Net Revenues of the System, unless the lien thereof shall be expressly made subordinate to the lien of the outstanding Bonds on such Net Revenues; that all provisions for the security of the holder of this First Amended and Restated Series 2005 Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the Borrower to be done, to exist, to happen and to be performed in order to make this First Amended and Restated Series 2005 Bond a valid and binding special obligation of the Borrower according to its terms have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; and that this First Amended and Restated Series 2005 Bond and the interest hereon are payable solely from the Net Revenues of the System pledged and appropriated to the Revenue Bond Account and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision and the issuance of the First Amended and Restated Series 2005 Bond does not cause either the general or the special indebtedness of the Borrower to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Billings, Montana, by its governing body, has caused this Bond to be executed by the signatures of its Mayor, the City Finance Director, and City Clerk, and has caused the official seal of the Borrower to be affixed hereto, and has caused this Bond to be dated as of the ___ day of _____, 2012.

Mayor

(SEAL)

City Finance Director

City Clerk

REGISTRATION AND TRANSFER

This Bond shall be fully registered as to both principal and interest. No transfer of this Bond shall be valid unless and until (1) the registered holder of the Bond, or his duly authorized attorney or legal representative, executes the form of assignment appearing on this Bond, and (2) the City Finance Director as bond registrar (the "Registrar"), has duly noted the transfer on the Bond and recorded the transfer on the Registrar's registration books. The Borrower shall be entitled to deem and treat the person in whose name this Bond is registered as absolute owner thereof for all purposes, notwithstanding any notice to the contrary. Payments on account of the Bond 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 the Borrower's liability upon the Bond to the extent of the sum or sums so paid.

REGISTER

The ownership of the unpaid Principal Balance of this Bond 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 City Finance Director</u>
<u>November 2, 2012</u>	<u>Department of Natural Resources and Conservation 1625 Eleventh Avenue Helena, MT 59620</u>	_____

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

The City Finance Director of the City of Billings, Montana, acting as Bond Registrar, has transferred, on the books of the Borrower, on the date last noted below, ownership of the principal amount of and the accrued interest on this Bond 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 Bond Registrar</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____
_____ the within Bond and does hereby irrevocably
constitute and appoint _____ attorney to transfer the Bond on
the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

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

SCHEDULE A

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Administrative Expense Surcharge</u>	<u>Loan Loss Reserve Surcharge</u>	<u>Total Loan Payment</u>
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APPENDIX B

[FORM OF FIRST AMENDED AND RESTATED SERIES 2008 BOND]

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF YELLOWSTONE

CITY OF BILLINGS

FIRST AMENDED AND RESTATED
SEWER SYSTEM REVENUE BOND
(DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM)
SERIES 2008

No. R-2

\$5,551,000

FOR VALUE RECEIVED, THE CITY OF BILLINGS, MONTANA (the “Borrower”), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and, for value received, hereby promises to pay to the Department of Natural Resources and Conservation of the State of Montana (the “DNRC”), or its registered assigns, solely from the Revenue Bond Account of its Sewer System Fund, the principal amount of FIVE MILLION FIVE HUNDRED FIFTY ONE THOUSAND DOLLARS (\$5,551,000), with interest thereon from the date hereof at the rate of two percent (2.00%) per annum on the unpaid balance until paid. In addition, the Borrower shall pay an Administrative Expense Surcharge and a Loan Loss Reserve Surcharge on the outstanding principal amount of this Bond at the rates of seventy-five hundredths of one percent (0.75%) per annum and twenty-five hundredths of one percent (0.25%) per annum, respectively. Principal, interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be payable in semiannual installments payable on each January 1 and July 1 (each a “Loan Repayment Date”), commencing January 1, 2013. Each installment shall be in the amount set forth opposite its due date in Schedule A hereto under “Total Loan Payment.” The portion of each such payment consisting of principal, the portion consisting of interest, the portion consisting of Administrative Expense Surcharge, and the portion consisting of Loan Loss Reserve Surcharge shall be as set forth in Schedule A hereto. Past-due payments of principal, interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid. Interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be calculated on the basis of a 360-day year comprising 12 months of 30 days each. All payments under this Bond shall be made to the registered holder of this Bond, at its address as it appears on the Bond register, in lawful money of the United States of America.

This Bond is one of an issue of Sewer System Revenue Bonds of the Borrower authorized to be issued in one or more series from time to time, and constitutes a series in the maximum authorized principal amount of \$7,400,000 (the “First Amended and Restated Series 2008 Bond”). The First Amended and Restated Series 2008 Bond is issued to refinance costs of construction of certain improvements to the sewer system of the Borrower (the “System”). The

First Amended and Restated Series 2008 Bond is issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended, and ordinances and resolutions duly adopted by the governing body of the Borrower, including Resolution No. 05-18326 (the “Original Resolution”), adopted by the City Council on August 22, 2005, as amended and supplemented by Resolution Nos. 08-18738, 09-18851, 10-18939 and [_____], adopted July 28, 2008, July 27, 2009, May 24, 2010 and October 22, 2012 (as so amended and supplemented and as hereafter amended and supplemented in accordance with its terms, the “Resolution”). Terms used with initial capital letters but not defined herein have the meanings given them in the Resolution. The First Amended and Restated Series 2008 Bond is issuable only as a single, fully registered bond. The First Amended and Restated Series 2008 Bond is issued on a parity and is equally and ratably secured by Net Revenues of the System with the Borrower’s outstanding Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2005 (the “First Amended and Restated Series 2005 Bond”), Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009B (the “Series 2009B Bond”), Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009C (the “First Amended and Restated Series 2009C Bond”), Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010B (the “First Amended and Restated Series 2010B Bond”), and Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010C (the “First Amended and Restated 2010C Bond”) (all such Bonds, collectively, the “Outstanding Bonds”).

Reference is made to the Resolution for a more complete statement of the terms and conditions upon which the First Amended and Restated Series 2008 Bond has been issued, the Net Revenues of the System pledged and appropriated for the payment and security thereof, the conditions upon which additional bonds may be issued under the Resolution and made payable from such Net Revenues on a parity with the Outstanding Bonds (collectively, the “Bonds”) or otherwise, the conditions upon which the Resolution may be amended, the rights, duties and obligations of the Borrower, and the rights of the owners of the First Amended and Restated Series 2008 Bond.

The Borrower may prepay the principal of the First Amended and Restated Series 2008 Bond only if (i) it obtains the prior written consent of the DNRC thereto, and (ii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest, and Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. If the First Amended and Restated Series 2008 Bond is prepaid in part, such prepayments shall be applied to principal payments in inverse order of maturity.

The First Amended and Restated Series 2008 Bond, including interest and any premium for the redemption thereof, are payable solely from the Net Revenues pledged for the payment thereof and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision.

The Borrower may deem and treat the person in whose name this First Amended and Restated Series 2008 Bond is registered as the absolute owner hereof, whether this First Amended and Restated Series 2008 Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and the Borrower shall not be affected by any notice to the contrary. The First Amended and Restated Series 2008 Bond may be transferred as hereinafter provided.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the Borrower will prescribe and collect reasonable rates and charges for all services and facilities afforded by the System, including all additions thereto and replacements and improvements thereof, and has created a special Sewer System Fund into which the gross revenues of the System will be paid, and a separate and special Revenue Bond Account in the Sewer System Fund, into which will be paid each month, from and as a first and prior lien on the Net Revenues of the System then on hand, an amount equal to not less than one-twelfth of the interest and principal to become due within the next twelve months with respect to all Bonds payable from the Revenue Bond Account; that the Borrower has created a Reserve Account in the Sewer System Fund into which shall be paid additional Net Revenues, after required credits to the Revenue Bond Account sufficient to maintain a reserve therein equal to the maximum amount of principal and interest payable on the Bonds in the current or any future fiscal year; that the Revenue Bond Account will be used only to pay the principal of, premium, if any, and interest on the Bonds and any other additional Bonds issued pursuant to the Resolution on a parity therewith; that the rates and charges for the System will from time to time be made and kept sufficient, to provide gross income and revenues adequate to pay promptly the reasonable and current expenses of operating and maintaining the System and to produce during each fiscal year Net Revenues not less than 125% of the maximum annual principal and interest payable on the outstanding Bonds in the current or any future fiscal year; that additional bonds may be issued and made payable from the Revenue Bond Account on a parity with the outstanding Bonds upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Net Revenues of the System, unless the lien thereof shall be expressly made subordinate to the lien of the outstanding Bonds on such Net Revenues; that all provisions for the security of the holder of this First Amended and Restated Series 2008 Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the Borrower to be done, to exist, to happen and to be performed in order to make this First Amended and Restated Series 2008 Bond a valid and binding special obligation of the Borrower according to its terms have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; and that this First Amended and Restated Series 2008 Bond and the interest hereon are payable solely from the Net Revenues of the System pledged and appropriated to the Revenue Bond Account and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision and the issuance of the First Amended and Restated Series 2008 Bond does not cause either the general or the special indebtedness of the Borrower to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Billings, Montana, by its governing body, has caused this Bond to be executed by the signatures of its Mayor, the City Finance Director, and City Clerk, and has caused the official seal of the Borrower to be affixed hereto, and has caused this Bond to be dated as of the ___ day of _____, 2012.

Mayor

(SEAL)

City Finance Director

City Clerk

REGISTRATION AND TRANSFER

This Bond shall be fully registered as to both principal and interest. No transfer of this Bond shall be valid unless and until (1) the registered holder of the Bond, or his duly authorized attorney or legal representative, executes the form of assignment appearing on this Bond, and (2) the City Finance Director as bond registrar (the "Registrar"), has duly noted the transfer on the Bond and recorded the transfer on the Registrar's registration books. The Borrower shall be entitled to deem and treat the person in whose name this Bond is registered as absolute owner thereof for all purposes, notwithstanding any notice to the contrary. Payments on account of the Bond 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 the Borrower's liability upon the Bond to the extent of the sum or sums so paid.

REGISTER

The ownership of the unpaid Principal Balance of this Bond 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 City Finance Director</u>
<u>November 2, 2012</u>	<u>Department of Natural Resources and Conservation 1625 Eleventh Avenue Helena, MT 59620</u>	_____

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

The City Finance Director of the City of Billings, Montana, acting as Bond Registrar, has transferred, on the books of the Borrower, on the date last noted below, ownership of the principal amount of and the accrued interest on this Bond 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 Bond Registrar</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____
_____ the within Bond and does hereby irrevocably
constitute and appoint _____ attorney to transfer the Bond on
the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

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

SCHEDULE A

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Administrative Expense Surcharge</u>	<u>Loan Loss Reserve Surcharge</u>	<u>Total Loan Payment</u>
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APPENDIX C

[FORM OF FIRST AMENDED AND RESTATED SERIES 2009C BOND]

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF YELLOWSTONE

CITY OF BILLINGS

FIRST AMENDED AND RESTATED
SEWER SYSTEM REVENUE BOND
(DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM)
SERIES 2009C

R-2

\$3,674,000

FOR VALUE RECEIVED, THE CITY OF BILLINGS, MONTANA (the “Borrower”), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and, for value received, hereby promises to pay to the Department of Natural Resources and Conservation of the State of Montana (the “DNRC”), or its registered assigns, solely from the Revenue Bond Account of its Sewer System Fund, the principal amount of THREE MILLION SIX HUNDRED SEVENTY FOUR THOUSAND DOLLARS (\$3,674,000), with interest thereon from the date hereof at the rate of two percent (2.00%) per annum on the unpaid balance until paid. In addition, the Borrower shall pay an Administrative Expense Surcharge and a Loan Loss Reserve Surcharge on the outstanding principal amount of this Bond at the rates of seventy-five hundredths of one percent (0.75%) per annum and twenty-five hundredths of one percent (0.25%) per annum, respectively. Principal, interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be payable in semiannual installments payable on each January 1 and July 1 (each a “Loan Repayment Date”), commencing January 1, 2013. Each installment shall be in the amount set forth opposite its due date in Schedule A hereto under “Total Loan Payment.” The portion of each such payment consisting of principal, the portion consisting of interest, the portion consisting of Administrative Expense Surcharge, and the portion consisting of Loan Loss Reserve Surcharge shall be as set forth in Schedule A hereto. Past-due payments of principal, interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid. Interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be calculated on the basis of a 360-day year comprising 12 months of 30 days each. All payments under this Bond shall be made to the registered holder of this Bond, at its address as it appears on the Bond register, in lawful money of the United States of America.

This Bond is one of an issue of Sewer System Revenue Bonds of the Borrower authorized to be issued in one or more series from time to time, and constitutes a series in the maximum authorized principal amount of \$5,387,000 (the “First Amended and Restated Series 2009C Bond”). The First Amended and Restated Series 2009C Bond is issued to refinance costs of construction of certain improvements to the sewer system of the Borrower (the “System”).

The First Amended and Restated Series 2009C Bond is issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended, and ordinances and resolutions duly adopted by the governing body of the Borrower, including Resolution No. 05-18326 (the “Original Resolution”), adopted by the City Council on August 22, 2005, as amended and supplemented by Resolution Nos. 08-18738, 09-18851, 10-18939 and [_____], adopted July 28, 2008, July 27, 2009, May 24, 2010 and October 22, 2012 (as so amended and supplemented and as hereafter amended and supplemented in accordance with its terms, the “Resolution”). Terms used with initial capital letters but not defined herein have the meanings given them in the Resolution. The First Amended and Restated Series 2009C Bond is issuable only as a single, fully registered bond. The First Amended and Restated Series 2009C Bond is issued on a parity and is equally and ratably secured by Net Revenues of the System with the Borrower’s outstanding Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2005 (the “First Amended and Restated Series 2005 Bond”), Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2008 (the “First Amended and Restated Series 2008 Bond”), Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009B (the “Series 2009B Bond”), Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010B (the “First Amended and Restated Series 2010B Bond”), and Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010C (the “First Amended and Restated 2010C Bond”) (all such Bonds, collectively, the “Outstanding Bonds”).

Reference is made to the Resolution for a more complete statement of the terms and conditions upon which the First Amended and Restated Series 2009C Bond has been issued, the Net Revenues of the System pledged and appropriated for the payment and security thereof, the conditions upon which additional bonds may be issued under the Resolution and made payable from such Net Revenues on a parity with the Outstanding Bonds (collectively, the “Bonds”) or otherwise, the conditions upon which the Resolution may be amended, the rights, duties and obligations of the Borrower, and the rights of the owners of the First Amended and Restated Series 2009C Bond.

The Borrower may prepay the principal of the First Amended and Restated Series 2009C Bond only if (i) it obtains the prior written consent of the DNRC thereto, and (ii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest, and Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. If the First Amended and Restated Series 2009C Bond is prepaid in part, such prepayments shall be applied to principal payments in inverse order of maturity.

The First Amended and Restated Series 2009C Bond, including interest and any premium for the redemption thereof, are payable solely from the Net Revenues pledged for the payment thereof and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision.

The Borrower may deem and treat the person in whose name this First Amended and Restated Series 2009C Bond is registered as the absolute owner hereof, whether this First Amended and Restated Series 2009C Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and the Borrower shall not be affected by any notice to the contrary. The First Amended and Restated Series 2009C Bond may be transferred as hereinafter provided.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the Borrower will prescribe and collect reasonable rates and charges for all services and facilities afforded by the System, including all additions thereto and replacements and improvements thereof, and has created a special Sewer System Fund into which the gross revenues of the System will be paid, and a separate and special Revenue Bond Account in the Sewer System Fund, into which will be paid each month, from and as a first and prior lien on the Net Revenues of the System then on hand, an amount equal to not less than one-twelfth of the interest and principal to become due within the next twelve months with respect to all Bonds payable from the Revenue Bond Account; that the Borrower has created a Reserve Account in the Sewer System Fund into which shall be paid additional Net Revenues, after required credits to the Revenue Bond Account sufficient to maintain a reserve therein equal to the maximum amount of principal and interest payable on the Bonds in the current or any future fiscal year; that the Revenue Bond Account will be used only to pay the principal of, premium, if any, and interest on the Bonds and any other additional Bonds issued pursuant to the Resolution on a parity therewith; that the rates and charges for the System will from time to time be made and kept sufficient, to provide gross income and revenues adequate to pay promptly the reasonable and current expenses of operating and maintaining the System and to produce during each fiscal year Net Revenues not less than 125% of the maximum annual principal and interest payable on the outstanding Bonds in the current or any future fiscal year; that additional bonds may be issued and made payable from the Revenue Bond Account on a parity with the outstanding Bonds upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Net Revenues of the System, unless the lien thereof shall be expressly made subordinate to the lien of the outstanding Bonds on such Net Revenues; that all provisions for the security of the holder of this First Amended and Restated Series 2009C Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the Borrower to be done, to exist, to happen and to be performed in order to make this First Amended and Restated Series 2009C Bond a valid and binding special obligation of the Borrower according to its terms have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; and that this First Amended and Restated Series 2009C Bond and the interest hereon are payable solely from the Net Revenues of the System pledged and appropriated to the Revenue Bond Account and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision and the issuance of the First Amended and Restated Series 2009C Bond does not cause either the general or the special indebtedness of the Borrower to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Billings, Montana, by its governing body, has caused this Bond to be executed by the signatures of its Mayor, the City Finance Director, and City Clerk, and has caused the official seal of the Borrower to be affixed hereto, and has caused this Bond to be dated as of the ___ day of _____, 2012.

Mayor

(SEAL)

City Finance Director

City Clerk

REGISTRATION AND TRANSFER

This Bond shall be fully registered as to both principal and interest. No transfer of this Bond shall be valid unless and until (1) the registered holder of the Bond, or his duly authorized attorney or legal representative, executes the form of assignment appearing on this Bond, and (2) the City Finance Director as bond registrar (the "Registrar"), has duly noted the transfer on the Bond and recorded the transfer on the Registrar's registration books. The Borrower shall be entitled to deem and treat the person in whose name this Bond is registered as absolute owner thereof for all purposes, notwithstanding any notice to the contrary. Payments on account of the Bond 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 the Borrower's liability upon the Bond to the extent of the sum or sums so paid.

REGISTER

The ownership of the unpaid Principal Balance of this Bond 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 City Finance Director</u>
<u>November 2, 2012</u>	<u>Department of Natural Resources and Conservation 1625 Eleventh Avenue Helena, MT 59620</u>	_____

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

The City Finance Director of the City of Billings, Montana, acting as Bond Registrar, has transferred, on the books of the Borrower, on the date last noted below, ownership of the principal amount of and the accrued interest on this Bond 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 Bond Registrar</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____
_____ the within Bond and does hereby irrevocably
constitute and appoint _____ attorney to transfer the Bond on
the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

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

SCHEDULE A

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Administrative Expense Surcharge</u>	<u>Loan Loss Reserve Surcharge</u>	<u>Total Loan Payment</u>
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APPENDIX D

[FORM OF FIRST AMENDED AND RESTATED SERIES 2010B BOND]

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF YELLOWSTONE

CITY OF BILLINGS

FIRST AMENDED AND RESTATED
SEWER SYSTEM REVENUE BOND
(DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM)
SERIES 2010B

R-2

\$759,000

FOR VALUE RECEIVED, THE CITY OF BILLINGS, MONTANA (the “Borrower”), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and, for value received, hereby promises to pay to the Department of Natural Resources and Conservation of the State of Montana (the “DNRC”), or its registered assigns, solely from the Revenue Bond Account of its Sewer System Fund, the principal amount of SEVEN HUNDRED FIFTY NINE THOUSAND DOLLARS (\$759,000), with interest thereon from the date hereof at the rate of two percent (2.00%) per annum on the unpaid balance until paid. In addition, the Borrower shall pay an Administrative Expense Surcharge and a Loan Loss Reserve Surcharge on the outstanding principal amount of this Bond at the rates of seventy-five hundredths of one percent (0.75%) per annum and twenty-five hundredths of one percent (0.25%) per annum, respectively. Principal, interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be payable in semiannual installments payable on each January 1 and July 1 (each a “Loan Repayment Date”), commencing January 1, 2013. Each installment shall be in the amount set forth opposite its due date in Schedule A hereto under “Total Loan Payment.” The portion of each such payment consisting of principal, the portion consisting of interest, the portion consisting of Administrative Expense Surcharge, and the portion consisting of Loan Loss Reserve Surcharge shall be as set forth in Schedule A hereto. Past-due payments of principal, interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid. Interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be calculated on the basis of a 360-day year comprising 12 months of 30 days each. All payments under this Bond shall be made to the registered holder of this Bond, at its address as it appears on the Bond register, in lawful money of the United States of America.

This Bond is one of an issue of Sewer System Revenue Bonds of the Borrower authorized to be issued in one or more series from time to time, and constitutes a series in the maximum authorized principal amount of \$816,000 (the “First Amended and Restated Series 2010B Bond”). The First Amended and Restated Series 2010B Bond is issued to refinance costs of construction of certain improvements to the sewer system of the Borrower (the “System”). The First Amended and Restated Series 2010B Bond is issued pursuant to and in full conformity

with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended, and ordinances and resolutions duly adopted by the governing body of the Borrower, including Resolution No. 05-18326 (the "Original Resolution"), adopted by the City Council on August 22, 2005, as amended and supplemented by Resolution Nos. 08-18738, 09-18851, 10-18939 and [____], adopted July 28, 2008, July 27, 2009, May 24, 2010 and October 22, 2012 (as so amended and supplemented and as hereafter amended and supplemented in accordance with its terms, the "Resolution"). Terms used with initial capital letters but not defined herein have the meanings given them in the Resolution. The First Amended and Restated Series 2010B Bond is issuable only as a single, fully registered bond. The First Amended and Restated Series 2010B Bond is issued on a parity and is equally and ratably secured by Net Revenues of the System with the Borrower's outstanding Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2005 (the "First Amended and Restated Series 2005 Bond"), Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2008 (the "First Amended and Restated Series 2008 Bond"), Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009B (the "Series 2009B Bond"), Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009C (the "First Amended and Restated Series 2009C Bond"), Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010B (the "First Amended and Restated Series 2010B Bond") and Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010C (the "First Amended and Restated 2010C Bond") (all such Bonds, collectively, the "Outstanding Bonds").

Reference is made to the Resolution for a more complete statement of the terms and conditions upon which the First Amended and Restated Series 2010B Bond has been issued, the Net Revenues of the System pledged and appropriated for the payment and security thereof, the conditions upon which additional bonds may be issued under the Resolution and made payable from such Net Revenues on a parity with the Outstanding Bonds (collectively, the "Bonds") or otherwise, the conditions upon which the Resolution may be amended, the rights, duties and obligations of the Borrower, and the rights of the owners of the First Amended and Restated Series 2010B Bond.

The Borrower may prepay the principal of the First Amended and Restated Series 2010B Bond only if (i) a Determination Statement has been delivered, (ii) it obtains the prior written consent of the DNRC thereto, and (iii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest, and Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. If the First Amended and Restated Series 2010B Bond is prepaid in part, such prepayments shall be applied to principal payments in inverse order of maturity.

The First Amended and Restated Series 2010B Bond, including interest and any premium for the redemption thereof, are payable solely from the Net Revenues pledged for the payment thereof and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision.

The Borrower may deem and treat the person in whose name this First Amended and Restated Series 2010B Bond is registered as the absolute owner hereof, whether this First Amended and Restated Series 2010B Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and the Borrower shall not be affected by any notice to the contrary. The First Amended and Restated Series 2010B Bond may be transferred as hereinafter provided.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the Borrower will prescribe and collect reasonable rates and charges for all services and facilities afforded by the System, including all additions thereto and replacements and improvements thereof, and has created a special Sewer System Fund into which the gross revenues of the System will be paid, and a separate and special Revenue Bond Account in the Sewer System Fund, into which will be paid each month, from and as a first and prior lien on the Net Revenues of the System then on hand, an amount equal to not less than one-twelfth of the interest and principal to become due within the next twelve months with respect to all Bonds payable from the Revenue Bond Account; that the Borrower has created a Reserve Account in the Sewer System Fund into which shall be paid additional Net Revenues, after required credits to the Revenue Bond Account sufficient to maintain a reserve therein equal to the maximum amount of principal and interest payable on the Bonds in the current or any future fiscal year; that the Revenue Bond Account will be used only to pay the principal of, premium, if any, and interest on the Bonds and any other additional Bonds issued pursuant to the Resolution on a parity therewith; that the rates and charges for the System will from time to time be made and kept sufficient, to provide gross income and revenues adequate to pay promptly the reasonable and current expenses of operating and maintaining the System and to produce during each fiscal year Net Revenues not less than 125% of the maximum annual principal and interest payable on the outstanding Bonds in the current or any future fiscal year; that additional bonds may be issued and made payable from the Revenue Bond Account on a parity with the outstanding Bonds upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Net Revenues of the System, unless the lien thereof shall be expressly made subordinate to the lien of the outstanding Bonds on such Net Revenues; that all provisions for the security of the holder of this First Amended and Restated Series 2010B Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the Borrower to be done, to exist, to happen and to be performed in order to make this First Amended and Restated Series 2010B Bond a valid and binding special obligation of the Borrower according to its terms have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; and that this First Amended and Restated Series 2010B Bond and the interest hereon are payable solely from the Net Revenues of the System pledged and appropriated to the Revenue Bond Account and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision and the issuance of the First Amended and Restated Series 2010B Bond does not cause either the general or the special indebtedness of the Borrower to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Billings, Montana, by its governing body, has caused this Bond to be executed by the signatures of its Mayor, the City Finance Director, and City Clerk, and has caused the official seal of the Borrower to be affixed hereto, and has caused this Bond to be dated as of the ___ day of _____, 2012.

Mayor

(SEAL)

City Finance Director

City Clerk

REGISTRATION AND TRANSFER

This Bond shall be fully registered as to both principal and interest. No transfer of this Bond shall be valid unless and until (1) the registered holder of the Bond, or his duly authorized attorney or legal representative, executes the form of assignment appearing on this Bond, and (2) the City Finance Director as bond registrar (the "Registrar"), has duly noted the transfer on the Bond and recorded the transfer on the Registrar's registration books. The Borrower shall be entitled to deem and treat the person in whose name this Bond is registered as absolute owner thereof for all purposes, notwithstanding any notice to the contrary. Payments on account of the Bond 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 the Borrower's liability upon the Bond to the extent of the sum or sums so paid.

REGISTER

The ownership of the unpaid Principal Balance of this Bond 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 City Finance Director</u>
<u>November 2, 2012</u>	<u>Department of Natural Resources and Conservation 1625 Eleventh Avenue Helena, MT 59620</u>	_____

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

The City Finance Director of the City of Billings, Montana, acting as Bond Registrar, has transferred, on the books of the Borrower, on the date last noted below, ownership of the principal amount of and the accrued interest on this Bond 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 Bond Registrar</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____
_____ the within Bond and does hereby irrevocably
constitute and appoint _____ attorney to transfer the Bond on
the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

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

SCHEDULE A

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Administrative Expense Surcharge</u>	<u>Loan Loss Reserve Surcharge</u>	<u>Total Loan Payment</u>
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APPENDIX E

[FORM OF FIRST AMENDED AND RESTATED SERIES 2010C BOND]

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF YELLOWSTONE

CITY OF BILLINGS

FIRST AMENDED AND RESTATED
SEWER SYSTEM REVENUE BOND
(DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM)
SERIES 2010C

R-2

\$2,197,822

FOR VALUE RECEIVED, THE CITY OF BILLINGS, MONTANA (the “Borrower”), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and, for value received, hereby promises to pay to the Department of Natural Resources and Conservation of the State of Montana (the “DNRC”), or its registered assigns, solely from the Revenue Bond Account of its Sewer System Fund, the principal amount of TWO MILLION ONE HUNDRED NINETY SEVEN THOUSAND EIGHT HUNDRED TWENTY TWO (\$2,197,822), with interest thereon from the date hereof at the rate of two percent (2.00%) per annum on the unpaid balance until paid. In addition, the Borrower shall pay an Administrative Expense Surcharge and a Loan Loss Reserve Surcharge on the outstanding principal amount of this Bond at the rates of seventy-five hundredths of one percent (0.75%) per annum and twenty-five hundredths of one percent (0.25%) per annum, respectively. Principal, interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be payable in semiannual installments payable on each January 1 and July 1 (each a “Loan Repayment Date”), commencing January 1, 2013. Each installment shall be in the amount set forth opposite its due date in Schedule A hereto under “Total Loan Payment.” The portion of each such payment consisting of principal, the portion consisting of interest, the portion consisting of Administrative Expense Surcharge, and the portion consisting of Loan Loss Reserve Surcharge shall be as set forth in Schedule A hereto. Past-due payments of principal, interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid. Interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be calculated on the basis of a 360-day year comprising 12 months of 30 days each. All payments under this Bond shall be made to the registered holder of this Bond, at its address as it appears on the Bond register, in lawful money of the United States of America.

This Bond is one of an issue of Sewer System Revenue Bonds of the Borrower authorized to be issued in one or more series from time to time, and constitutes a series in the maximum authorized principal amount of \$2,900,000 (the “First Amended and Restated Series 2010C Bond”). The First Amended and Restated Series 2010C Bond is issued to refinance costs of construction of certain improvements to the sewer system of the Borrower (the “System”).

The First Amended and Restated Series 2010C Bond is issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended, and ordinances and resolutions duly adopted by the governing body of the Borrower, including Resolution No. 05-18326 (the “Original Resolution”), adopted by the City Council on August 22, 2005, as amended and supplemented by Resolution Nos. 08-18738, 09-18851, 10-18939 and [_____], adopted July 28, 2008, July 27, 2009, May 24, 2010 and October 22, 2012 (as so amended and supplemented and as hereafter amended and supplemented in accordance with its terms, the “Resolution”). Terms used with initial capital letters but not defined herein have the meanings given them in the Resolution. The First Amended and Restated Series 2010C Bond is issuable only as a single, fully registered bond. The First Amended and Restated Series 2010C Bond is issued on a parity and is equally and ratably secured by Net Revenues of the System with the Borrower’s outstanding Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2005 (the “First Amended and Restated Series 2005 Bond”), Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2008 (the “First Amended and Restated Series 2008 Bond”), Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009B (the “Series 2009B Bond”), Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009C (the “First Amended and Restated Series 2009C Bond”), and Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010B (the “First Amended and Restated Series 2010B Bond”) (all such Bonds, collectively, the “Outstanding Bonds”).

Reference is made to the Resolution for a more complete statement of the terms and conditions upon which the First Amended and Restated Series 2010C Bond has been issued, the Net Revenues of the System pledged and appropriated for the payment and security thereof, the conditions upon which additional bonds may be issued under the Resolution and made payable from such Net Revenues on a parity with the Outstanding Bonds (collectively, the “Bonds”) or otherwise, the conditions upon which the Resolution may be amended, the rights, duties and obligations of the Borrower, and the rights of the owners of the First Amended and Restated Series 2010C Bond.

The Borrower may prepay the principal of the First Amended and Restated Series 2010C Bond only if (i) a Determination Statement has been delivered, (ii) it obtains the prior written consent of the DNRC thereto, and (iii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest, and Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. If the First Amended and Restated Series 2010C Bond is prepaid in part, such prepayments shall be applied to principal payments in inverse order of maturity.

The First Amended and Restated Series 2010C Bond, including interest and any premium for the redemption thereof, are payable solely from the Net Revenues pledged for the payment thereof and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision.

The Borrower may deem and treat the person in whose name this First Amended and Restated Series 2010C Bond is registered as the absolute owner hereof, whether this First Amended and Restated Series 2010C Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and the Borrower shall not be affected by any notice to the contrary. The First Amended and Restated Series 2010C Bond may be transferred as hereinafter provided.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the Borrower will prescribe and collect reasonable rates and charges for all services and facilities afforded by the System, including all additions thereto and replacements and improvements thereof, and has created a special Sewer System Fund into which the gross revenues of the System will be paid, and a separate and special Revenue Bond Account in the Sewer System Fund, into which will be paid each month, from and as a first and prior lien on the Net Revenues of the System then on hand, an amount equal to not less than one-twelfth of the interest and principal to become due within the next twelve months with respect to all Bonds payable from the Revenue Bond Account; that the Borrower has created a Reserve Account in the Sewer System Fund into which shall be paid additional Net Revenues, after required credits to the Revenue Bond Account sufficient to maintain a reserve therein equal to the maximum amount of principal and interest payable on the Bonds in the current or any future fiscal year; that the Revenue Bond Account will be used only to pay the principal of, premium, if any, and interest on the Bonds and any other additional Bonds issued pursuant to the Resolution on a parity therewith; that the rates and charges for the System will from time to time be made and kept sufficient, to provide gross income and revenues adequate to pay promptly the reasonable and current expenses of operating and maintaining the System and to produce during each fiscal year Net Revenues not less than 125% of the maximum annual principal and interest payable on the outstanding Bonds in the current or any future fiscal year; that additional bonds may be issued and made payable from the Revenue Bond Account on a parity with the outstanding Bonds upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Net Revenues of the System, unless the lien thereof shall be expressly made subordinate to the lien of the outstanding Bonds on such Net Revenues; that all provisions for the security of the holder of this First Amended and Restated Series 2010C Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the Borrower to be done, to exist, to happen and to be performed in order to make this First Amended and Restated Series 2010C Bond a valid and binding special obligation of the Borrower according to its terms have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; and that this First Amended and Restated Series 2010C Bond and the interest hereon are payable solely from the Net Revenues of the System pledged and appropriated to the Revenue Bond Account and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision and the issuance of the First Amended and Restated Series 2010C Bond does not cause either the general or the special indebtedness of the Borrower to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Billings, Montana, by its governing body, has caused this Bond to be executed by the signatures of its Mayor, the City Finance Director, and City Clerk, and has caused the official seal of the Borrower to be affixed hereto, and has caused this Bond to be dated as of the ___ day of _____, 2012.

Mayor

(SEAL)

City Finance Director

City Clerk

REGISTRATION AND TRANSFER

This Bond shall be fully registered as to both principal and interest. No transfer of this Bond shall be valid unless and until (1) the registered holder of the Bond, or his duly authorized attorney or legal representative, executes the form of assignment appearing on this Bond, and (2) the City Finance Director as bond registrar (the "Registrar"), has duly noted the transfer on the Bond and recorded the transfer on the Registrar's registration books. The Borrower shall be entitled to deem and treat the person in whose name this Bond is registered as absolute owner thereof for all purposes, notwithstanding any notice to the contrary. Payments on account of the Bond 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 the Borrower's liability upon the Bond to the extent of the sum or sums so paid.

REGISTER

The ownership of the unpaid Principal Balance of this Bond 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 City Finance Director</u>
<u>November 2, 2012</u>	<u>Department of Natural Resources and Conservation 1625 Eleventh Avenue Helena, MT 59620</u>	_____

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

The City Finance Director of the City of Billings, Montana, acting as Bond Registrar, has transferred, on the books of the Borrower, on the date last noted below, ownership of the principal amount of and the accrued interest on this Bond 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 Bond Registrar</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____
_____ the within Bond and does hereby irrevocably
constitute and appoint _____ attorney to transfer the Bond on
the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

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

SCHEDULE A

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Administrative Expense Surcharge</u>	<u>Loan Loss Reserve Surcharge</u>	<u>Total Loan Payment</u>
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Regular City Council Meeting

Meeting Date: 10/22/2012

TITLE: Amend original DNRC water bond resolutions to reduce interest rates

PRESENTED BY: Patrick M Weber

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The City of Billings Finance Department and the City's Bond Counsel requested that the State review interest rates on outstanding and new DNRC loans. Given the current market conditions, lowering the interest rates would make the DNRC loans competitive with municipal bonds. The DNRC and the Department of Environmental Quality determined that it is in the best interests of borrowers and the program to reduce the interest rates available under the program.

It is proposed that the following interest rates be reduced:

- Series 2005 Bond from 3.75% to 2.25%
- Series 2009C Bond from 3.75% to 3.00%
- Series 2009D Bond from 3.75% to 3.00%
- Series 2010B Bond from 3.75% to 3.00%

ALTERNATIVES ANALYZED

The Council may:

- Approve the resolution or
- Not approve the resolution

FINANCIAL IMPACT

The estimated savings with the reduction of the interest rates is \$2,636,809.

RECOMMENDATION

Staff recommends that the City Council approve the attached resolution amending the original resolutions and reducing the interest rates on the DNRC water loans.

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 RELATING TO AMENDED AND RESTATED WATER SYSTEM REVENUE BONDS (DNRC DRINKING WATER STATE REVOLVING LOAN PROGRAM); AMENDING AUTHORIZING RESOLUTIONS ADOPTED SEPTEMBER 12, 2005, JULY 27, 2009, SEPTEMBER 14, 2009 AND JULY 12, 2010" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a meeting on October 22, 2012, 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 22nd day of October, 2012.

City Clerk

RESOLUTION NO. ____

RESOLUTION RELATING TO AMENDED AND RESTATED
WATER SYSTEM REVENUE BONDS (DNRC DRINKING
WATER STATE REVOLVING LOAN PROGRAM);
AMENDING AUTHORIZING RESOLUTIONS ADOPTED
SEPTEMBER 12, 2005, JULY 27, 2009, SEPTEMBER 14, 2009
AND JULY 12, 2010

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

Section 1. Recitals.

1.01. Issuance of Prior Bonds. Pursuant to Resolution No. 05-18329, adopted by the City Council on September 12, 2005 (the “2005 Resolution”), as amended and supplemented by Resolution No. 09-18852 adopted on July 27, 2009 (the “2009C Resolution”), Resolution No. 09-18869 adopted on September 14, 2009 (the “2009D Resolution”), Resolution No. 10-18964 adopted on July 12, 2010 (the “2010B Resolution”), and Resolution No. 12-19209 adopted on September 10, 2012 (collectively, the “Prior Resolutions”), the City authorized the issuance of its Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2005, in the maximum principal amount of \$17,300,000 (the “Series 2005 Bond”), its Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009C, in the maximum principal amount of \$2,750,000 (the “Series 2009C Bond”), its Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009D, in the maximum principal amount of \$7,412,000 (the “Series 2009D Bond”) and its Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2010B, in the maximum principal amount of \$2,800,000 (the “Series 2010B Bond”), in order to finance improvements (collectively, the “Improvements”) to its municipal water distribution system (the “System”), as more particularly described in the Prior Resolutions. The Series 2005 Bond, the Series 2009C Bond, the Series 2009D Bond, and the Series 2010B Bond (collectively, the “Prior Bonds”) were originally issued as of December 21, 2005, August 12, 2009, October 15, 2009 and July 19, 2010, respectively, and were purchased and are currently held by the Department of Natural Resources and Conservation of the State of Montana (the “DNRC”). There are no other bonds or indebtedness of the City that are outstanding and payable from revenues of the System, except the City’s Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009B, issued in the maximum principal amount of \$333,700 (the “Series 2009B Bond”), and its Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2012, issued in the maximum principal amount of \$3,100,000 (the “Series 2012 Bond”). Terms with initial capital letters used but not defined herein have the meanings given them in the Prior Resolutions.

1.02. Interest Rate Reduction. Pursuant to the Intended Use Plan for fiscal year 2013 (the “IUP”) for the Drinking Water State Revolving Loan Program (the “Program”), the DNRC and the Department of Environmental Quality of the State of Montana have determined that it is in the best interests of borrowers of loans made under the Program and the Program to reduce the interest rates available under the Program.

1.03. Reduction in Interest Rate on Prior Bonds. It is proposed that debt service on the Prior Bonds be reduced in accordance with the interest rate reduction proposal under the IUP, thereby reducing the interest rate on (i) the Series 2005 Bond from three and three-quarters percent (3.75%) per annum to two and one-quarter percent (2.25%) per annum from and after the date of delivery of the First Amended and Restated Series 2005 Bond; (ii) the Series 2009C Bond from three and three-quarters percent (3.75%) per annum to three percent (3.00%) per annum from and after the date of delivery of the First Amended and Restated Series 2009C Bond; (iii) the Series 2009D Bond from three and three-quarters percent (3.75%) per annum to three percent (3.00%) per annum from and after the date of delivery of the First Amended and Restated Series 2009D Bond; and (iv) the Series 2010B Bond from three and three-quarters percent (3.75%) per annum to three percent (3.00%) per annum from and after the date of delivery of the First Amended and Restated Series 2010B Bond.

Section 2. Amendment of the Prior Resolutions and Prior Bonds.

2.01. Authorization for Amendment. The City in Section 14.4 of the 2005 Resolution, Section 13.4 of the 2009C Resolution, Section 12.4 of the 2009D Resolution and Section 13.4 of the 2010B Resolution, respectively, provide that the Prior Resolutions may be amended with the consent of the DNRC.

2.02. Consent of DNRC. The DNRC has agreed to the amendment of the Prior Resolutions and the Prior Bonds in order to effect the reduction in interest rates described in Section 1.03 of this Resolution.

2.03. Amendment of Prior Resolutions. Pursuant to the authority cited in Sections 2.01 and 2.02 of this Resolution:

(a) The 2005 Resolution is hereby amended effective as of the date of delivery of the First Amended and Restated Series 2005 Bond (as hereinafter defined) to read as follows:

(i) all references to the aggregate interest rate, or that interest rate that includes the interest rate and all surcharges, on the Series 2005 Bond are hereby amended to read 2.25% per annum, instead of 3.75% per annum; (ii) all references to the interest rate on the Series 2005 Bond exclusive of any surcharges are hereby amended to read 1.25% per annum, instead of 2.00% per annum; (iii) the administrative expense surcharge on the Series 2005 Bond will continue in effect at 0.75% per annum; and (iv) all references to the loan loss reserve surcharge on the Series 2005 Bond are hereby amended to read 0.25% per annum, instead 1.00% per annum; and

(ii) the total principal amount of the First Amended and Restated Series 2005 Bond is \$12,639,000.

(b) The 2009C Resolution is hereby amended effective as of the date of delivery of the First Amended and Restated Series 2009C Bond (as hereinafter defined) to read as follows:

(i) all references to the aggregate interest rate, or that interest rate that includes the interest rate and all surcharges, on the Series 2009C Bond are hereby amended to read 3.00% per annum, instead of 3.75% per annum; (ii) all references to the interest rate on

the Series 2009C Bond exclusive of any surcharges will continue in effect at 2.00% per annum; (iii) the administrative expense surcharge on the Series 2009C Bond will continue in effect at 0.75% per annum; and (iv) all references to the loan loss reserve surcharge on the Series 2009C Bond are hereby amended to read 0.25% per annum, instead 1.00% per annum; and

(ii) the total principal amount of the First Amended and Restated Series 2009C Bond is \$2,456,000.

(c) The 2009D Resolution is hereby amended effective as of the date of delivery of the First Amended and Restated Series 2009D Bond (as hereinafter defined) to read as follows:

(i) all references to the aggregate interest rate, or that interest rate that includes the interest rate and all surcharges, on the Series 2009D Bond are hereby amended to read 3.00% per annum, instead of 3.75% per annum; (ii) all references to the interest rate on the Series 2009D Bond exclusive of any surcharges will continue in effect at 2.00% per annum; (iii) the administrative expense surcharge on the Series 2009D Bond will continue in effect at 0.75% per annum; and (iv) all references to the loan loss reserve surcharge on the Series 2009D Bond are hereby amended to read 0.25% per annum, instead 1.00% per annum; and

(ii) the total principal amount of the First Amended and Restated Series 2009D Bond is \$5,968,215.

(d) The 2010B Resolution is hereby amended effective as of the date of delivery of the First Amended and Restated Series 2010B Bond (as hereinafter defined) to read as follows:

(i) all references to the aggregate interest rate, or that interest rate that includes the interest rate and all surcharges, on the Series 2010B Bond are hereby amended to read 3.00% per annum, instead of 3.75% per annum; (ii) all references to the interest rate on the Series 2010B Bond exclusive of any surcharges will continue in effect at 2.00% per annum; (iii) the administrative expense surcharge on the Series 2010B Bond will continue in effect at 0.75% per annum; and (iv) all references to the loan loss reserve surcharge on the Series 2010B Bond are hereby amended to read 0.25% per annum, instead 1.00% per annum; and

(ii) the total principal amount of the First Amended and Restated Series 2010B Bond is \$2,064,612.

(e) Except as expressly noted herein, other interest rates or surcharges are not adjusted, including, without limitation, interest on past-due amounts.

2.04. Amendment of Forms of Bonds. Pursuant to the authority cited in Sections 2.01 and 2.02 of this Resolution, effective as of the date of delivery of each series of amended and restated bonds, the Series 2005 Bond attached as Exhibit B to the 2005 Resolution is hereby amended and restated in its entirety substantially as set forth on the attached Appendix A (the "First Amended and Restated Series 2005 Bond"); the Series 2009C Bond attached as Appendix B-3 to the 2009C Resolution is hereby amended and restated in its entirety substantially as set

forth on the attached Appendix B (the “First Amended and Restated Series 2009C Bond”); the Series 2009D Bond attached as Appendix B to the 2009D Resolution is hereby amended and restated in its entirety as set forth on the attached Appendix C (the “First Amended and Restated Series 2009D Bond”); and the Series 2010B Bond attached as Appendix B-2 to the 2010B Resolution is hereby amended and restated in its entirety substantially as set forth on the attached Appendix D (the “First Amended and Restated Series 2010B Bond”).

2.05. Effect of Amendments. Except as amended by Sections 2.03 and 2.04 of this resolution, the Prior Resolutions shall remain in full force and effect as amended by Sections 2.03 and 2.04 of this Resolution for the benefit of the holders from time to time of the First Amended and Restated Series 2005 Bond, the Series 2009B Bond, the First Amended and Restated Series 2009C Bond, the First Amended and Restated Series 2009D Bond, the First Amended and Restated Series 2010B Bond, the Series 2012 Bond and any other Bonds now outstanding and any Additional Bonds that may be issued thereunder.

Section 3. Preparation and Delivery of Amended and Restated Bonds. The First Amended and Restated Series 2005 Bond, the First Amended and Restated Series 2009C Bond, the First Amended and Restated Series 2009D Bond and the First Amended and Restated Series 2010B Bond (collectively, the “Amended and Restated Bonds”) shall be prepared under the direction of the City Finance Director and shall be executed on behalf of the City by the signatures of the Mayor, the City Finance Director and the City Clerk and sealed with the official corporate seal of the City. When the Amended and Restated Bonds have been executed, the City Finance Director shall cause them to be dated as of the date of delivery and delivered to the DNRC, as purchaser thereof, in anticipation of the surrender of the Prior Bonds.

Section 4. Revenue Bond Account; Reserve Account. The City Finance Director is authorized and directed to transfer amounts in the Revenue Bond Account to pay interest owing on the Prior Bonds as of the date of delivery of the Amended and Restated Bonds. The City Finance Director is further authorized and directed to transfer amounts made available in the Reserve Account because of the foregoing interest rate adjustments to the Revenue Bond Account to prepay any one or more Prior Bonds or any other Bonds outstanding as of the date of delivery of the Amended and Restated Bonds, to pay costs of issuance of the Amended and Restated Bonds, or to any other eligible fund or account or for any other eligible purpose, as described more particularly in certificates or documents delivered in conjunction with the delivery of the Amended and Restated Bonds.

Section 5. Tax Matters.

5.01. General Covenants. The City covenants and agrees with the owners from time to time of the Amended and Restated 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 Amended and Restated Bonds to become includable in gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (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 Amended and Restated Bonds will not become includable in gross income for federal income tax purposes under the Code and the Regulations. The Improvements and the System are each owned and maintained by the City and available for use by members of the

general public on a substantially equal basis. The City agrees not to enter into any lease, use or other agreement with any non-governmental person relating to the use of the Improvements or the System or security for the payment of the Amended and Restated Bonds which might cause the Amended and Restated Bonds to be considered “private activity bonds” or “private loan bonds” within the meaning of Section 141 of the Code.

5.02. Arbitrage Rebate. The City acknowledges that the Amended and Restated 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 Amended and Restated Bonds from gross income for federal income tax purposes. In furtherance of the foregoing, the City Finance Director is hereby authorized and directed to execute a Rebate Certificate, substantially in the form of the Rebate Certificate prepared by Bond Counsel and the City hereby covenants and agrees to observe and perform the covenants and agreements contained therein, unless amended or terminated in accordance with the provisions thereof.

5.03. Certification. The Mayor, the City Finance Director and the City Clerk, being the officers of the City charged with the responsibility for issuing the Amended and Restated Bonds pursuant to this resolution, are authorized and directed to execute and deliver to the DNRC certifications to satisfy the provisions of Sections 1.148-2(b) of the Treasury Regulations relating to a reasonable expectation that the proceeds of the Amended and Restated Bonds will be used in a manner that will not cause them to be arbitrage bonds.

5.04. Information Reporting. The City shall file with the Secretary of the Treasury, not later than February 15, 2013, a statement concerning the Amended and Restated Bonds containing the information required by Section 149(e) of the Code.

Section 6. Program Covenants. The City agrees that (i) neither it nor any “related person” to the City (within the meaning of Section 147(a)(2) of the Code) shall, whether pursuant to a formal or informal arrangement, acquire bonds issued by the State under the Trust Indenture for the Program in an amount related to the amount of the Amended and Restated Bonds; and (ii) for purposes of the Program, the issuance of the Amended and Restated Bonds constitutes a “deemed” refunding of the Prior Bonds effective as of the date of delivery of the Amended and Restated Bonds and the DNRC shall be deemed to have relented the proceeds of the Prior Bonds under the Program effective as of such date.

Section 7. Certification and Effective Date.

7.01. Certification. The officers of the City are authorized and directed to prepare and furnish to the DNRC and to the attorneys rendering an opinion as to the legality of the Amended and Restated Bonds, certified copies of all ordinances, resolutions and records and such other certificates, affidavits and other instruments as may be required to evidence the validity, status of tax-exempt interest, or marketability of the Amended and Restated Bonds and all such certified copies, certificates and affidavits shall constitute representations of the City as to the truth of all statements of fact contained therein.

7.02. Effective Date. This resolution shall be in full force and effect from and after its passage. The amendments to the Amended and Restated Bonds noted herein, however, shall be effective only from and after the date of delivery of the Amended and Restated Bonds.

Adopted by the City Council of the City of Billings, Montana, on this 22nd day of October, 2012.

Mayor

Attest: _____
City Clerk

(SEAL)

APPENDIX A

[FORM OF FIRST AMENDED AND RESTATED SERIES 2005 BOND]

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF YELLOWSTONE

CITY OF BILLINGS

FIRST AMENDED AND RESTATED
WATER SYSTEM REVENUE BOND
(DNRC DRINKING WATER STATE REVOLVING LOAN PROGRAM)
SERIES 2005

No. R-2

\$12,639,000.00

FOR VALUE RECEIVED, THE CITY OF BILLINGS, MONTANA (the “Borrower”), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and, for value received, hereby promises to pay to the Department of Natural Resources and Conservation of the State of Montana (the “DNRC”), or its registered assigns, solely from the Revenue Bond Account of its Water System Fund, the principal amount of TWELVE MILLION SIX HUNDRED THIRTY NINE THOUSAND DOLLARS (\$12,639,000), with interest thereon from the date hereof at the rate of one and twenty-five hundredths percent (1.25%) per annum on the unpaid balance until paid. In addition, the Borrower shall pay an Administrative Expense Surcharge and a Loan Loss Reserve Surcharge on the outstanding principal amount of this Bond at the rates of seventy-five hundredths of one percent (0.75%) per annum and twenty-five hundredths of one percent (0.25%) per annum, respectively. Principal, interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be payable in semiannual installments payable on each January 1 and July 1 (each a “Loan Repayment Date”), commencing January 1, 2013. Each installment shall be in the amount set forth opposite its due date in Schedule A hereto under “Total Loan Payment.” The portion of each such payment consisting of principal, the portion consisting of interest, the portion consisting of Administrative Expense Surcharge, and the portion consisting of Loan Loss Reserve Surcharge shall be as set forth in Schedule A hereto. Past-due payments of principal, interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid. Interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be calculated on the basis of a 360-day year comprising 12 months of 30 days each. All payments under this Bond shall be made to the registered holder of this Bond, at its address as it appears on the Bond register, in lawful money of the United States of America.

This Bond is one of an issue of Water System Revenue Bonds of the Borrower authorized to be issued in one or more series from time to time, and constitutes a series in the maximum authorized principal amount of \$17,300,000 (the “First Amended and Restated Series 2005 Bond”). The First Amended and Restated Series 2005 Bond is issued to refinance costs of construction of certain improvements to the water system of the Borrower (the “System”). The

First Amended and Restated Series 2005 Bond is issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended, and ordinances and resolutions duly adopted by the governing body of the Borrower, including Resolution No. 05-18329 (the “Original Resolution”), adopted by the City Council on September 12, 2005, as amended and supplemented by Resolution Nos. 09-18852, 09-18869, 10-18964, 12-19209 and [_____], adopted July 27, 2009, September 14, 2009, July 12, 2010, September 10, 2012 and October 22, 2012, respectively (as so amended and supplemented and as hereafter amended and supplemented in accordance with its terms, the “Resolution”). Terms used with initial capital letters but not defined herein have the meanings given them in the Resolution. The First Amended and Restated Series 2005 Bond is issuable only as a single, fully registered bond. The First Amended and Restated Series 2005 Bond is issued on a parity and is equally and ratably secured by Net Revenues of the System with the Borrower’s outstanding Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009B (the “Series 2009B Bond”), Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009C (the “First Amended and Restated Series 2009C Bond”), Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009D (the “First Amended and Restated Series 2009D Bond”), Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2010B (the “First Amended and Restated Series 2010B Bond”) and Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2012 (the “Series 2012 Bond”) (all such Bonds, collectively, the “Outstanding Bonds”).

Reference is made to the Resolution for a more complete statement of the terms and conditions upon which the First Amended and Restated Series 2005 Bond has been issued, the Net Revenues of the System pledged and appropriated for the payment and security thereof, the conditions upon which additional bonds may be issued under the Resolution and made payable from such Net Revenues on a parity with the Outstanding Bonds (collectively, the “Bonds”) or otherwise, the conditions upon which the Resolution may be amended, the rights, duties and obligations of the Borrower, and the rights of the owners of the First Amended and Restated Series 2005 Bond.

The Borrower may prepay the principal of the First Amended and Restated Series 2005 Bond only if (i) it obtains the prior written consent of the DNRC thereto, and (ii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest, and Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. If the First Amended and Restated Series 2005 Bond is prepaid in part, such prepayments shall be applied to principal payments in inverse order of maturity.

The First Amended and Restated Series 2005 Bond, including interest and any premium for the redemption thereof, are payable solely from the Net Revenues pledged for the payment thereof and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision.

The Borrower may deem and treat the person in whose name this First Amended and Restated Series 2005 Bond is registered as the absolute owner hereof, whether this First Amended and Restated Series 2005 Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and the Borrower shall not be affected by any notice to the contrary. The First Amended and Restated Series 2005 Bond may be transferred as hereinafter provided.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the Borrower will prescribe and collect reasonable rates and charges for all services and facilities afforded by the System, including all additions thereto and replacements and improvements thereof, and has created a special Water System Fund into which the gross revenues of the System will be paid, and a separate and special Revenue Bond Account in the Water System Fund, into which will be paid each month, from and as a first and prior lien on the Net Revenues of the System then on hand, an amount equal to not less than the sum of one-sixth of the interest to become due within the next six months and one-twelfth of the principal to become due within the next twelve months with respect to all Bonds payable from the Revenue Bond Account; that the Borrower has created a Reserve Account in the Water System Fund into which shall be paid additional Net Revenues, after required credits to the Revenue Bond Account sufficient to maintain a reserve therein equal to the maximum amount of principal and interest payable on the Bonds in any future fiscal year; that the Revenue Bond Account will be used only to pay the principal of, premium, if any, and interest on the Bonds and any other additional Bonds issued pursuant to the Resolution on a parity therewith; that the rates and charges for the System will from time to time be made and kept sufficient, to provide gross income and revenues adequate to pay promptly the reasonable and current expenses of operating and maintaining the System and to produce during each fiscal year Net Revenues not less than 125% of the maximum annual principal and interest payable on the outstanding Bonds in the current or any future fiscal year; that additional bonds may be issued and made payable from the Revenue Bond Account on a parity with the outstanding Bonds upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Net Revenues of the System, unless the lien thereof shall be expressly made subordinate to the lien of the outstanding Bonds on such Net Revenues; that all provisions for the security of the holder of this First Amended and Restated Series 2005 Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the Borrower to be done, to exist, to happen and to be performed in order to make this First Amended and Restated Series 2005 Bond a valid and binding special obligation of the Borrower according to its terms have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; and that this First Amended and Restated Series 2005 Bond and the interest hereon are payable solely from the Net Revenues of the System pledged and appropriated to the Revenue Bond Account and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision and the issuance of the First Amended and Restated Series 2005 Bond does not cause either the general or the special indebtedness of the Borrower to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Billings, Montana, by its governing body, has caused this Bond to be executed by the signatures of its Mayor, the City Finance Director, and City Clerk, and has caused the official seal of the Borrower to be affixed hereto, and has caused this Bond to be dated as of the ___ day of _____, 2012.

Mayor

(SEAL)

City Finance Director

City Clerk

REGISTRATION AND TRANSFER

This Bond shall be fully registered as to both principal and interest. No transfer of this Bond shall be valid unless and until (1) the registered holder of the Bond, or his duly authorized attorney or legal representative, executes the form of assignment appearing on this Bond, and (2) the City Finance Director as bond registrar (the "Registrar"), has duly noted the transfer on the Bond and recorded the transfer on the Registrar's registration books. The Borrower shall be entitled to deem and treat the person in whose name this Bond is registered as absolute owner thereof for all purposes, notwithstanding any notice to the contrary. Payments on account of the Bond 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 the Borrower's liability upon the Bond to the extent of the sum or sums so paid.

REGISTER

The ownership of the unpaid Principal Balance of this Bond 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 City Finance Director</u>
<u>November 2, 2012</u>	<u>Department of Natural Resources and Conservation 1625 Eleventh Avenue Helena, MT 59620</u>	_____

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

The City Finance Director of the City of Billings, Montana, acting as Bond Registrar, has transferred, on the books of the Borrower, on the date last noted below, ownership of the principal amount of and the accrued interest on this Bond 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 Bond Registrar</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____
_____ the within Bond and does hereby irrevocably
constitute and appoint _____ attorney to transfer the Bond on
the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

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

SCHEDULE A

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Administrative Expense Surcharge</u>	<u>Loan Loss Reserve Surcharge</u>	<u>Total Loan Payment</u>
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APPENDIX B

[FORM OF FIRST AMENDED AND RESTATED SERIES 2009C BOND]

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF YELLOWSTONE

CITY OF BILLINGS

FIRST AMENDED AND RESTATED
WATER SYSTEM REVENUE BOND
(DNRC DRINKING WATER STATE REVOLVING LOAN PROGRAM)
SERIES 2009C

R-2

\$2,456,000.00

FOR VALUE RECEIVED, THE CITY OF BILLINGS, MONTANA (the “Borrower”), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and, for value received, hereby promises to pay to the Department of Natural Resources and Conservation of the State of Montana (the “DNRC”), or its registered assigns, solely from the Revenue Bond Account of its Water System Fund, the principal amount of TWO MILLION FOUR HUNDRED FIFTY SIX THOUSAND DOLLARS (\$2,456,000), with interest thereon from the date hereof at the rate of two percent (2.00%) per annum on the unpaid balance until paid. In addition, the Borrower shall pay an Administrative Expense Surcharge and a Loan Loss Reserve Surcharge on the outstanding principal amount of this Bond at the rates of seventy-five hundredths of one percent (0.75%) per annum and twenty-five hundredths of one percent (0.25%) per annum, respectively. Principal, interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be payable in semiannual installments payable on each January 1 and July 1 (each a “Loan Repayment Date”), commencing January 1, 2013. Each installment shall be in the amount set forth opposite its due date in Schedule A hereto under “Total Loan Payment.” The portion of each such payment consisting of principal, the portion consisting of interest, the portion consisting of Administrative Expense Surcharge, and the portion consisting of Loan Loss Reserve Surcharge shall be as set forth in Schedule A hereto. Past-due payments of principal, interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid. Interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be calculated on the basis of a 360-day year comprising 12 months of 30 days each. All payments under this Bond shall be made to the registered holder of this Bond, at its address as it appears on the Bond register, in lawful money of the United States of America.

This Bond is one of an issue of Water System Revenue Bonds of the Borrower authorized to be issued in one or more series from time to time, and constitutes a series in the maximum authorized principal amount of \$2,750,000 (the “First Amended and Restated Series 2009C Bond”). The First Amended and Restated Series 2009C Bond is issued to refinance costs

of construction of certain improvements to the water system of the Borrower (the "System"). The First Amended and Restated Series 2009C Bond is issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended, and ordinances and resolutions duly adopted by the governing body of the Borrower, including Resolution No. 05-18329 (the "Original Resolution"), adopted by the City Council on September 12, 2005, as amended and supplemented by Resolution Nos. 09-18852, 09-18869, 10-18964, 12-19209 and [_____], adopted July 27, 2009, September 14, 2009, July 12, 2010, September 10, 2012 and October 22, 2012, respectively (as so amended and supplemented and as hereafter amended and supplemented in accordance with its terms, the "Resolution"). Terms used with initial capital letters but not defined herein have the meanings given them in the Resolution. The First Amended and Restated Series 2009C Bond is issuable only as a single, fully registered bond. The First Amended and Restated Series 2009C Bond is issued on a parity and is equally and ratably secured by Net Revenues of the System with the Borrower's outstanding Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2005 (the "First Amended and Restated Series 2005 Bond"), Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009B (the "Series 2009B Bond"), Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009D (the "First Amended and Restated Series 2009D Bond"), Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2010B (the "First Amended and Restated Series 2010B Bond") and Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2012 (the "Series 2012 Bond") (all such Bonds, collectively, the "Outstanding Bonds").

Reference is made to the Resolution for a more complete statement of the terms and conditions upon which the First Amended and Restated Series 2009C Bond has been issued, the Net Revenues of the System pledged and appropriated for the payment and security thereof, the conditions upon which additional bonds may be issued under the Resolution and made payable from such Net Revenues on a parity with the Outstanding Bonds (collectively, the "Bonds") or otherwise, the conditions upon which the Resolution may be amended, the rights, duties and obligations of the Borrower, and the rights of the owners of the First Amended and Restated Series 2009C Bond.

The Borrower may prepay the principal of the First Amended and Restated Series 2009C Bond only if (i) it obtains the prior written consent of the DNRC thereto, and (ii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest, and Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. If the First Amended and Restated Series 2009C Bond is prepaid in part, such prepayments shall be applied to principal payments in inverse order of maturity.

The First Amended and Restated Series 2009C Bond, including interest and any premium for the redemption thereof, are payable solely from the Net Revenues pledged for the payment thereof and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision.

The Borrower may deem and treat the person in whose name this First Amended and Restated Series 2009C Bond is registered as the absolute owner hereof, whether this First Amended and Restated Series 2009C Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and the Borrower shall not be affected by any notice to the contrary. The First Amended and Restated Series 2009C Bond may be transferred as hereinafter provided.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the Borrower will prescribe and collect reasonable rates and charges for all services and facilities afforded by the System, including all additions thereto and replacements and improvements thereof, and has created a special Water System Fund into which the gross revenues of the System will be paid, and a separate and special Revenue Bond Account in the Water System Fund, into which will be paid each month, from and as a first and prior lien on the Net Revenues of the System then on hand, an amount equal to not less than the sum of one-sixth of the interest to become due within the next six months and one-twelfth of the principal to become due within the next twelve months with respect to all Bonds payable from the Revenue Bond Account; that the Borrower has created a Reserve Account in the Water System Fund into which shall be paid additional Net Revenues, after required credits to the Revenue Bond Account sufficient to maintain a reserve therein equal to the maximum amount of principal and interest payable on the Bonds in any future fiscal year; that the Revenue Bond Account will be used only to pay the principal of, premium, if any, and interest on the Bonds and any other additional Bonds issued pursuant to the Resolution on a parity therewith; that the rates and charges for the System will from time to time be made and kept sufficient, to provide gross income and revenues adequate to pay promptly the reasonable and current expenses of operating and maintaining the System and to produce during each fiscal year Net Revenues not less than 125% of the maximum annual principal and interest payable on the outstanding Bonds in the current or any future fiscal year; that additional bonds may be issued and made payable from the Revenue Bond Account on a parity with the outstanding Bonds upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Net Revenues of the System, unless the lien thereof shall be expressly made subordinate to the lien of the outstanding Bonds on such Net Revenues; that all provisions for the security of the holder of this First Amended and Restated Series 2009C Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the Borrower to be done, to exist, to happen and to be performed in order to make this First Amended and Restated Series 2009C Bond a valid and binding special obligation of the Borrower according to its terms have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; and that this First Amended and Restated Series 2009C Bond and the interest hereon are payable solely from the Net Revenues of the System pledged and appropriated to the Revenue Bond Account and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision and the issuance of the First Amended and Restated Series 2009C Bond does not cause either the general or the special indebtedness of the Borrower to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Billings, Montana, by its governing body, has caused this Bond to be executed by the signatures of its Mayor, the City Finance Director, and City Clerk, and has caused the official seal of the Borrower to be affixed hereto, and has caused this Bond to be dated as of the ___ day of _____, 2012.

Mayor

(SEAL)

City Finance Director

City Clerk

REGISTRATION AND TRANSFER

This Bond shall be fully registered as to both principal and interest. No transfer of this Bond shall be valid unless and until (1) the registered holder of the Bond, or his duly authorized attorney or legal representative, executes the form of assignment appearing on this Bond, and (2) the City Finance Director as bond registrar (the "Registrar"), has duly noted the transfer on the Bond and recorded the transfer on the Registrar's registration books. The Borrower shall be entitled to deem and treat the person in whose name this Bond is registered as absolute owner thereof for all purposes, notwithstanding any notice to the contrary. Payments on account of the Bond 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 the Borrower's liability upon the Bond to the extent of the sum or sums so paid.

REGISTER

The ownership of the unpaid Principal Balance of this Bond 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 City Finance Director</u>
<u>November 2, 2012</u>	<u>Department of Natural Resources and Conservation 1625 Eleventh Avenue Helena, MT 59620</u>	_____

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

The City Finance Director of the City of Billings, Montana, acting as Bond Registrar, has transferred, on the books of the Borrower, on the date last noted below, ownership of the principal amount of and the accrued interest on this Bond 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 Bond Registrar</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____
_____ the within Bond and does hereby irrevocably
constitute and appoint _____ attorney to transfer the Bond on
the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

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

SCHEDULE A

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Administrative Expense Surcharge</u>	<u>Loan Loss Reserve Surcharge</u>	<u>Total Loan Payment</u>
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APPENDIX C

[FORM OF FIRST AMENDED AND RESTATED SERIES 2009D BOND]

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF YELLOWSTONE

CITY OF BILLINGS

FIRST AMENDED AND RESTATED
WATER SYSTEM REVENUE BOND
(DNRC DRINKING WATER STATE REVOLVING LOAN PROGRAM)
SERIES 2009D

R-2

\$5,968,215.00

FOR VALUE RECEIVED, THE CITY OF BILLINGS, MONTANA (the “Borrower”), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and, for value received, hereby promises to pay to the Department of Natural Resources and Conservation of the State of Montana (the “DNRC”), or its registered assigns, solely from the Revenue Bond Account of its Water System Fund, the principal amount of FIVE MILLION NINE HUNDRED SIXTY EIGHT THOUSAND TWO HUNDRED FIFTEEN DOLLARS (\$5,968,215), with interest thereon from the date hereof at the rate of two percent (2.00%) per annum on the unpaid balance until paid. In addition, the Borrower shall pay an Administrative Expense Surcharge and a Loan Loss Reserve Surcharge on the outstanding principal amount of this Bond at the rates of seventy-five hundredths of one percent (0.75%) per annum and twenty-five hundredths of one percent (0.25%) per annum, respectively. Principal, interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be payable in semiannual installments payable on each January 1 and July 1 (each a “Loan Repayment Date”), commencing January 1, 2013. Each installment shall be in the amount set forth opposite its due date in Schedule A hereto under “Total Loan Payment.” The portion of each such payment consisting of principal, the portion consisting of interest, the portion consisting of Administrative Expense Surcharge, and the portion consisting of Loan Loss Reserve Surcharge shall be as set forth in Schedule A hereto. Past-due payments of principal, interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid. Interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be calculated on the basis of a 360-day year comprising 12 months of 30 days each. All payments under this Bond shall be made to the registered holder of this Bond, at its address as it appears on the Bond register, in lawful money of the United States of America.

This Bond is one of an issue of Water System Revenue Bonds of the Borrower authorized to be issued in one or more series from time to time, and constitutes a series in the maximum authorized principal amount of \$7,412,000 (the “First Amended and Restated Series 2009D Bond”). The First Amended and Restated Series 2009D Bond is issued to refinance costs

of construction of certain improvements to the water system of the Borrower (the "System"). The First Amended and Restated Series 2009D Bond is issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended, and ordinances and resolutions duly adopted by the governing body of the Borrower, including Resolution No. 05-18329 (the "Original Resolution"), adopted by the City Council on September 12, 2005, as amended and supplemented by Resolution Nos. 09-18852, 09-18869, 10-18964, 12-19209 and [_____], adopted July 27, 2009, September 14, 2009, July 12, 2010, September 10, 2012 and October 22, 2012, respectively (as so amended and supplemented and as hereafter amended and supplemented in accordance with its terms, the "Resolution"). Terms used with initial capital letters but not defined herein have the meanings given them in the Resolution. The First Amended and Restated Series 2009D Bond is issuable only as a single, fully registered bond. The First Amended and Restated Series 2009D Bond is issued on a parity and is equally and ratably secured by Net Revenues of the System with the Borrower's outstanding Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2005 (the "First Amended and Restated Series 2005 Bond"), Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009B (the "Series 2009B Bond"), Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009C (the "First Amended and Restated Series 2009C Bond"), Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2010B (the "First Amended and Restated Series 2010B Bond") and Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2012 (the "Series 2012 Bond") (all such Bonds, collectively, the "Outstanding Bonds").

Reference is made to the Resolution for a more complete statement of the terms and conditions upon which the First Amended and Restated Series 2009D Bond has been issued, the Net Revenues of the System pledged and appropriated for the payment and security thereof, the conditions upon which additional bonds may be issued under the Resolution and made payable from such Net Revenues on a parity with the Outstanding Bonds (collectively, the "Bonds") or otherwise, the conditions upon which the Resolution may be amended, the rights, duties and obligations of the Borrower, and the rights of the owners of the First Amended and Restated Series 2009D Bond.

The Borrower may prepay the principal of the First Amended and Restated Series 2009D Bond only if (i) it obtains the prior written consent of the DNRC thereto, and (ii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest, and Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. If the First Amended and Restated Series 2009D Bond is prepaid in part, such prepayments shall be applied to principal payments in inverse order of maturity.

The First Amended and Restated Series 2009D Bond, including interest and any premium for the redemption thereof, are payable solely from the Net Revenues pledged for the payment thereof and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision.

The Borrower may deem and treat the person in whose name this First Amended and Restated Series 2009D Bond is registered as the absolute owner hereof, whether this First Amended and Restated Series 2009D Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and the Borrower shall not be affected by any notice to the contrary. The First Amended and Restated Series 2009D Bond may be transferred as hereinafter provided.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the Borrower will prescribe and collect reasonable rates and charges for all services and facilities afforded by the System, including all additions thereto and replacements and improvements thereof, and has created a special Water System Fund into which the gross revenues of the System will be paid, and a separate and special Revenue Bond Account in the Water System Fund, into which will be paid each month, from and as a first and prior lien on the Net Revenues of the System then on hand, an amount equal to not less than the sum of one-sixth of the interest to become due within the next six months and one-twelfth of the principal to become due within the next twelve months with respect to all Bonds payable from the Revenue Bond Account; that the Borrower has created a Reserve Account in the Water System Fund into which shall be paid additional Net Revenues, after required credits to the Revenue Bond Account sufficient to maintain a reserve therein equal to the maximum amount of principal and interest payable on the Bonds in any future fiscal year; that the Revenue Bond Account will be used only to pay the principal of, premium, if any, and interest on the Bonds and any other additional Bonds issued pursuant to the Resolution on a parity therewith; that the rates and charges for the System will from time to time be made and kept sufficient, to provide gross income and revenues adequate to pay promptly the reasonable and current expenses of operating and maintaining the System and to produce during each fiscal year Net Revenues not less than 125% of the maximum annual principal and interest payable on the outstanding Bonds in the current or any future fiscal year; that additional bonds may be issued and made payable from the Revenue Bond Account on a parity with the outstanding Bonds upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Net Revenues of the System, unless the lien thereof shall be expressly made subordinate to the lien of the outstanding Bonds on such Net Revenues; that all provisions for the security of the holder of this First Amended and Restated Series 2009D Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the Borrower to be done, to exist, to happen and to be performed in order to make this First Amended and Restated Series 2009D Bond a valid and binding special obligation of the Borrower according to its terms have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; and that this First Amended and Restated Series 2009D Bond and the interest hereon are payable solely from the Net Revenues of the System pledged and appropriated to the Revenue Bond Account and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision and the issuance of the First Amended and Restated Series 2009D Bond does not cause either the general or the special indebtedness of the Borrower to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Billings, Montana, by its governing body, has caused this Bond to be executed by the signatures of its Mayor, the City Finance Director, and City Clerk, and has caused the official seal of the Borrower to be affixed hereto, and has caused this Bond to be dated as of the ___ day of _____, 2012.

Mayor

City Finance Director

(SEAL)

City Clerk

REGISTRATION AND TRANSFER

This Bond shall be fully registered as to both principal and interest. No transfer of this Bond shall be valid unless and until (1) the registered holder of the Bond, or his duly authorized attorney or legal representative, executes the form of assignment appearing on this Bond, and (2) the City Finance Director as bond registrar (the "Registrar"), has duly noted the transfer on the Bond and recorded the transfer on the Registrar's registration books. The Borrower shall be entitled to deem and treat the person in whose name this Bond is registered as absolute owner thereof for all purposes, notwithstanding any notice to the contrary. Payments on account of the Bond 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 the Borrower's liability upon the Bond to the extent of the sum or sums so paid.

REGISTER

The ownership of the unpaid Principal Balance of this Bond 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 City Finance Director</u>
<u>November 2, 2012</u>	<u>Department of Natural Resources and Conservation 1625 Eleventh Avenue Helena, MT 59620</u>	_____

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

The City Finance Director of the City of Billings, Montana, acting as Bond Registrar, has transferred, on the books of the Borrower, on the date last noted below, ownership of the principal amount of and the accrued interest on this Bond 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 Bond Registrar</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____
_____ the within Bond and does hereby irrevocably
constitute and appoint _____ attorney to transfer the Bond on
the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

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

SCHEDULE A

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Administrative Expense Surcharge</u>	<u>Loan Loss Reserve Surcharge</u>	<u>Total Loan Payment</u>
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APPENDIX D

[FORM OF FIRST AMENDED AND RESTATED SERIES 2010B BOND]

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF YELLOWSTONE

CITY OF BILLINGS

FIRST AMENDED AND RESTATED
WATER SYSTEM REVENUE BOND
(DNRC DRINKING WATER STATE REVOLVING LOAN PROGRAM)
SERIES 2010B

R-2

\$2,064,612.00

FOR VALUE RECEIVED, THE CITY OF BILLINGS, MONTANA (the “Borrower”), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and, for value received, hereby promises to pay to the Department of Natural Resources and Conservation of the State of Montana (the “DNRC”), or its registered assigns, solely from the Revenue Bond Account of its Water System Fund, the principal amount of TWO MILLION SIXTY FOUR THOUSAND SIX HUNDRED TWELVE DOLLARS (\$2,064,612), with interest thereon from the date hereof at the rate of two percent (2.00%) per annum on the unpaid balance until paid. In addition, the Borrower shall pay an Administrative Expense Surcharge and a Loan Loss Reserve Surcharge on the outstanding principal amount of this Bond at the rates of seventy-five hundredths of one percent (0.75%) per annum and twenty-five hundredths of one percent (0.25%) per annum, respectively. Principal, interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be payable in semiannual installments payable on each January 1 and July 1 (each a “Loan Repayment Date”), commencing January 1, 2013. Each installment shall be in the amount set forth opposite its due date in Schedule A hereto under “Total Loan Payment.” The portion of each such payment consisting of principal, the portion consisting of interest, the portion consisting of Administrative Expense Surcharge, and the portion consisting of Loan Loss Reserve Surcharge shall be as set forth in Schedule A hereto. Past-due payments of principal, interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid. Interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be calculated on the basis of a 360-day year comprising 12 months of 30 days each. All payments under this Bond shall be made to the registered holder of this Bond, at its address as it appears on the Bond register, in lawful money of the United States of America.

This Bond is one of an issue of Water System Revenue Bonds of the Borrower authorized to be issued in one or more series from time to time, and constitutes a series in the maximum authorized principal amount of \$2,800,000 (the “First Amended and Restated Series 2010B Bond”). The First Amended and Restated Series 2010B Bond is issued to refinance costs

of construction of certain improvements to the water system of the Borrower (the "System"). The First Amended and Restated Series 2010B Bond is issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended, and ordinances and resolutions duly adopted by the governing body of the Borrower, including Resolution No. 05-18329 (the "Original Resolution"), adopted by the City Council on September 12, 2005, as amended and supplemented by Resolution Nos. 09-18852, 09-18869, 10-18964, 12-19209 and [_____], adopted July 27, 2009, September 14, 2009, July 12, 2010, September 10, 2012 and October 22, 2012, respectively (as so amended and supplemented and as hereafter amended and supplemented in accordance with its terms, the "Resolution"). Terms used with initial capital letters but not defined herein have the meanings given them in the Resolution. The First Amended and Restated Series 2010B Bond is issuable only as a single, fully registered bond. The First Amended and Restated Series 2010B Bond is issued on a parity and is equally and ratably secured by Net Revenues of the System with the Borrower's outstanding Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2005 (the "First Amended and Restated Series 2005 Bond"), Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009B (the "Series 2009B Bond"), Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009C (the "First Amended and Restated Series 2009C Bond"), Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009D (the "First Amended and Restated Series 2009D Bond") and Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2012 (the "Series 2012 Bond") (all such Bonds, collectively, the "Outstanding Bonds").

Reference is made to the Resolution for a more complete statement of the terms and conditions upon which the First Amended and Restated Series 2010B Bond has been issued, the Net Revenues of the System pledged and appropriated for the payment and security thereof, the conditions upon which additional bonds may be issued under the Resolution and made payable from such Net Revenues on a parity with the Outstanding Bonds (collectively, the "Bonds") or otherwise, the conditions upon which the Resolution may be amended, the rights, duties and obligations of the Borrower, and the rights of the owners of the First Amended and Restated Series 2010B Bond.

The Borrower may prepay the principal of the First Amended and Restated Series 2010B Bond only if (i) a Determination Statement has been delivered, (ii) it obtains the prior written consent of the DNRC thereto, and (iii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest, and Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. If the First Amended and Restated Series 2010B Bond is prepaid in part, such prepayments shall be applied to principal payments in inverse order of maturity.

The First Amended and Restated Series 2010B Bond, including interest and any premium for the redemption thereof, are payable solely from the Net Revenues pledged for the payment thereof and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision.

The Borrower may deem and treat the person in whose name this First Amended and Restated Series 2010B Bond is registered as the absolute owner hereof, whether this First Amended and Restated Series 2010B Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and the Borrower shall not be affected by any notice to the contrary. The First Amended and Restated Series 2010B Bond may be transferred as hereinafter provided.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the Borrower will prescribe and collect reasonable rates and charges for all services and facilities afforded by the System, including all additions thereto and replacements and improvements thereof, and has created a special Water System Fund into which the gross revenues of the System will be paid, and a separate and special Revenue Bond Account in the Water System Fund, into which will be paid each month, from and as a first and prior lien on the Net Revenues of the System then on hand, an amount equal to not less than the sum of one-sixth of the interest to become due within the next six months and one-twelfth of the principal to become due within the next twelve months with respect to all Bonds payable from the Revenue Bond Account; that the Borrower has created a Reserve Account in the Water System Fund into which shall be paid additional Net Revenues, after required credits to the Revenue Bond Account sufficient to maintain a reserve therein equal to the maximum amount of principal and interest payable in any subsequent fiscal year on all such Bonds; that the Revenue Bond Account will be used only to pay the principal of, premium, if any, and interest on the Bonds and any other additional Bonds issued pursuant to the Resolution on a parity therewith; that the rates and charges for the System will from time to time be made and kept sufficient, to provide gross income and revenues adequate to pay promptly the reasonable and current expenses of operating and maintaining the System and to produce during each fiscal year Net Revenues not less than 125% of the maximum annual principal and interest payable on the outstanding Bonds in the current or any future fiscal year; that additional bonds may be issued and made payable from the Revenue Bond Account on a parity with the outstanding Bonds upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Net Revenues of the System, unless the lien thereof shall be expressly made subordinate to the lien of the outstanding Bonds on such Net Revenues; that all provisions for the security of the holder of this First Amended and Restated Series 2010B Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the Borrower to be done, to exist, to happen and to be performed in order to make this First Amended and Restated Series 2010B Bond a valid and binding special obligation of the Borrower according to its terms have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; and that this First Amended and Restated Series 2010B Bond and the interest hereon are payable solely from the Net Revenues of the System pledged and appropriated to the Revenue Bond Account and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision and the issuance of the First Amended and Restated Series 2010B Bond does not cause either the general or the special indebtedness of the Borrower to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Billings, Montana, by its governing body, has caused this Bond to be executed by the signatures of its Mayor, the City Finance Director, and City Clerk, and has caused the official seal of the Borrower to be affixed hereto, and has caused this Bond to be dated as of the ___ day of _____, 2012.

Mayor

City Finance Director

(SEAL)

City Clerk

REGISTRATION AND TRANSFER

This Bond shall be fully registered as to both principal and interest. No transfer of this Bond shall be valid unless and until (1) the registered holder of the Bond, or his duly authorized attorney or legal representative, executes the form of assignment appearing on this Bond, and (2) the City Finance Director as bond registrar (the "Registrar"), has duly noted the transfer on the Bond and recorded the transfer on the Registrar's registration books. The Borrower shall be entitled to deem and treat the person in whose name this Bond is registered as absolute owner thereof for all purposes, notwithstanding any notice to the contrary. Payments on account of the Bond 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 the Borrower's liability upon the Bond to the extent of the sum or sums so paid.

REGISTER

The ownership of the unpaid Principal Balance of this Bond 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 City Finance Director</u>
<u>November 2, 2012</u>	<u>Department of Natural Resources and Conservation 1625 Eleventh Avenue Helena, MT 59620</u>	_____

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

The City Finance Director of the City of Billings, Montana, acting as Bond Registrar, has transferred, on the books of the Borrower, on the date last noted below, ownership of the principal amount of and the accrued interest on this Bond 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 Bond Registrar</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____
_____ the within Bond and does hereby irrevocably
constitute and appoint _____ attorney to transfer the Bond on
the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

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

SCHEDULE A

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Administrative Expense Surcharge</u>	<u>Loan Loss Reserve Surcharge</u>	<u>Total Loan Payment</u>
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Regular City Council Meeting

Meeting Date: 10/22/2012

TITLE: Resolution of Intent, Designating a Retail Retention and Recruitment Program as an Expanded N. 27th Street Urban Renewal District Project

PRESENTED BY: Bruce McCandless, Asst. City Administrator

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

In order to use Tax Increment Financing within an Urban Renewal District, legal counsel advises that all projects be specifically identified in the urban renewal plan or as amendments to the plan. The Downtown Billings Alliance (DBA) is recommending that the Council amend the Expanded N. 27th Street Urban Renewal Plan by adding a retail retention and recruitment program so that funding can be committed to it at a future date. State law requires a two (2) step process to amend an urban renewal plan and this proposed resolution of intent is the first step. The resolution describes the proposed project, states the Council's intent to amend the plan to include the project, includes a proposed ordinance that will be the actual plan amendment and sets a public hearing date for November 13, 2012. This item was originally scheduled for the August 27th meeting but the DBA desired changes to the resolution, so staff requested and Council agreed to table it until the September 10 meeting. At the September 10 meeting, the DBA again requested that the item be delayed, this time until the October 22, 2012 meeting.

ALTERNATIVES ANALYZED

The City Council may

- Approve the resolution of intent. This is the first step in a two (2) step process. The resolution of intent describes the proposed urban renewal plan amendment, contains a proposed ordinance that will amend the plan and sets a public hearing date for the Council to accept public comments and consider adopting the ordinance/plan amendment.
- Disapprove the resolution of intent. The resolution is the required first step of amending an urban renewal plan. If the Council does not approve the resolution, the plan will not be amended and tax increment may not be spent on the proposed program.

FINANCIAL IMPACT

There is no immediate financial impact. The DBA is not proposing to fund the project at this time, but the options that are being discussed have relatively low cost.

RECOMMENDATION

The Downtown Billings Alliance recommends that the City Council approve the resolution of intent to amend the Expanded N. 27th Street Urban Renewal Plan to include a retail retention and recruitment program as a project that is eligible for tax increment financing.

APPROVED BY CITY ADMINISTRATOR

Attachments

Reso of intent

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of a Resolution entitled: "RESOLUTION OF INTENTION TO ADOPT AN ORDINANCE APPROVING DOWNTOWN RETAIL RETENTION AND RECRUITMENT ("R & R") AS AN URBAN RENEWAL PROJECT ("PROJECT") AND PART OF THE URBAN RENEWAL PLAN OF THE EXPANDED NORTH 27TH STREET URBAN RENEWAL AREA - 2008 (the "DISTRICT"); AUTHORIZING APPROVED PROGRAMS IMPLEMENTING THE PROJECT FOR FUNDING USING TAX INCREMENT REVENUES OF THE DISTRICT; AND CALLING A PUBLIC HEARING THEREON" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a regular meeting on _____, 2012, 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 by law; and that the Resolution has not as of the date hereof been amended or repealed.

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

WITNESS my hand and seal officially this _____ day of _____, 2012

(SEAL)

City Clerk

RESOLUTION NO. _____

“RESOLUTION OF INTENTION TO ADOPT AN ORDINANCE APPROVING DOWNTOWN RETAIL RETENTION AND RECRUITMENT (“R & R”) AS AN URBAN RENEWAL PROJECT (“PROJECT”) AS PART OF THE URBAN RENEWAL PLAN OF THE EXPANDED NORTH 27TH STREET URBAN RENEWAL AREA - 2008 (THE “DISTRICT”); AUTHORIZING APPROVED PROGRAMS; IMPLEMENTING THE PROJECT FOR FUNDING USING TAX INCREMENT REVENUES OF THE DISTRICT; AND CALLING A PUBLIC HEARING THEREON”

Section 1. Recitals and Authorization.

1.01 Pursuant to the provisions of Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43 (the “Act”) and Ordinance No. 05-5333 adopted on July 11, 2005, the Council created the North 27th Street District Urban Renewal Area as an urban renewal district, and approved the North 27th Street Urban Renewal Plan (the “North 27th Street Plan”) for the District (as hereinafter defined) containing a tax increment financing provision all as set forth in Ordinance No. 05-5333. The Council adopted Ordinance Nos. 06-5394 and 08-5483 on November 13, 2006 and December 8, 2008, respectively, which expanded the boundaries of the District and amended the North 27th Street Plan to create the Expanded North 27th Street Urban Renewal Area – 2008 (the “District”).

1.02. In adopting the North 27th Street Plan and the expansion of the North 27th Street Urban Renewal Area, With Tax Increment, and Amendment to the Urban Renewal Plan (the “Plan”), the City, in Section 2, subsection I, Business Programs and Projects, noted the need for Business Retention and Business Recruitment, as a way of encouraging private investment, and development and redevelopment in the District. Further, in Section 3 – Summary of Blight Findings, the City noted the need to fill vacant spaces due the blighting effect of under-utilized properties.

1.03. The Downtown Billings Partnership has proposed that the City annually review and approve projects and/or programs that will directly impact street level occupancy and blight elimination within the Urban Renewal Area pursuant to Montana Code Annotated (MCA), Section 7-15-4208, MCA 7-15-4233 and MCA 7-15-4209.

1.04. It is necessary and desirable that the Council conduct a public hearing on the Downtown Retail Retention and Recruitment project (“R & R”) as part the existing Urban Renewal Plan and designate this project as an urban renewal project and take certain other actions with respect to the Project.

Section 2. Proposed Urban Renewal R & R Program.

2.01. Downtown Billings R & R Business Plan Program (the “Program”). The Program may be managed and implemented by the Downtown Billings Alliance (the Alliance), which is comprised of the Downtown Billings Association, Inc., the Downtown Billings Partnership, Inc.,

and the Downtown Billings Business Improvement District, Inc. In collaboration, the Alliance may partner with Montana State University Billings and Big Sky Economic Development.

2.02. The Program is aimed at serving as a catalyst to encourage entrepreneurs to submit retail business concepts for consideration and review that demonstrate a feasible opportunity to open or expand a storefront within the District in order to address and remediate underperforming or blighted areas of the district and in order to perpetuate sound growth of the district.

2.03. The Program shall employ the following Urban Renewal R & R Project Goals:

- Assist with the opening of, at least one new, and one expanded business in the District
- Attract multiple new retail businesses and strengthen already established businesses.
- Retail businesses may also include restaurant/food and/or eateries.
- Showcase opportunities and collaborations.
- Fill vacant retail spaces with new businesses that complement the existing mix and highlight the potential for businesses to stand out.

2.04. The Program may use allocated tax increment funding to subsidize selected businesses for the first year of a minimum of a 3 year lease. The subsidy shall exclude common area maintenance expenses, utilities, operations, fees and taxes.

2.05 The Program may be repeated annually as long as TIF funds are available to and approved by the Governing Body (the “Council”) as part of the City of Billings Fund 203 (the “TIFD Funding”) as approved annually by Council.

Section 3. Findings.

3.01. Findings with Respect to R & R Projects. Based on the forgoing representations and subject to the public hearing called for herein, the Council hereby finds, with respect to the Program described in Section 2 hereof, as follows:

(a) R & R Program, the Urban Renewal Plan, and the Urban Renewal Project conform to the comprehensive plan and growth policy of the City;

(b) R & R Program, the Urban Renewal Plan, and the Urban Renewal Project will afford maximum opportunity consistent with the needs of the City as a whole for the rehabilitation or redevelopment of the District by private enterprise;

(c) R & R constitutes an urban renewal project within the meaning of the Act and the Plan and is therefore eligible for financing from the tax increment of the District.

(d) The Program complies with the goals of the R & R Urban Renewal Project and the Plan and is therefore eligible for financing from the tax increment of the District.

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

Section 4. Public Hearing. A public hearing is hereby called and shall be held on Tuesday, November 13, 2012 at 6:30 p.m. in the Council chambers on the Project.

Section 5. Notice. Notice of the public hearing shall be published in the *Billings Times* on October 25 and November 1, 2012, in substantially the form attached as Exhibit A hereto (which is incorporated by reference and made a part hereof).

Section 6. Reading of Ordinance. The first reading of the Ordinance substantially in the form attached as Exhibit B hereto (the "Ordinance") shall occur at the public hearing called for herein. The second reading of the Ordinance shall occur at the Council's regular meeting on Monday, November 26, 2012, and it is the Council's intention that the Ordinance will be voted upon at the conclusion of such meeting.

PASSED AND APPROVED by the City Council of the City of Billings, Montana, this 22nd day of October, 2012.

Mayor

Attest: _____
City Clerk

(SEAL)

EXHIBIT A

NOTICE OF PUBLIC HEARING ON NORTH 27TH STREET URBAN RENEWAL PLAN TO APPROVE DOWNTOWN RETAIL RETENTION AND RECRUITMENT AS AN URBAN RENEWAL PROJECT (“PROJECT”), TO APPROVE THE DOWNTOWN BILLINGS R & R BUSINESS PLAN PROGRAM (“PROGRAM”) AS A QUALIFIED R & R PROGRAM IMPLEMENTING THE PROJECT, AND TO APPROVE THE FINANCING OF THE PROJECT AND THE PROGRAM AS AN URBAN RENEWAL PROJECT USING TAX INCREMENT REVENUES OF THE DISTRICT.

NOTICE IS HEREBY GIVEN that the City Council (the “Council”) of the City of Billings, Montana (the “City”), will hold a public hearing regarding approval of a development project (THE DOWNTOWN RETAIL RETENTION AND RECRUITMENT PROJECT) as an urban renewal project in the Expanded North 27th Street Urban Renewal Area – 2008 (the “District”), the financing of certain public projects as well as approved Programs with tax increment revenues on Monday, _____, 2012 at 6:30 p.m. in the City Council Chambers in Billings, Montana.

In adopting the North 27th Street Plan and the Expansion Of The Billings, Montana North 27th Street Urban Renewal Area, With Tax Increment, and Amendment To The Urban Renewal Plan (the “Plan”), the City, in Section 2, I Business Programs and Projects, noted the need for Business Retention and Business Recruitment, as a way of encouraging private investment, and development and redevelopment in the District. Further, in Section 3 – Summary of Blight Findings, the City noted the need to fill vacant spaces due the blighted condition of under-utilized properties.

The Downtown Billings Partnership has proposed that the City annually review and approve projects and programs that will directly impact street level occupancy and blight elimination within the Urban Renewal Area pursuant to Montana Code Annotated (MCA), Section 7-15-4208, MCA 7-15-4233 and MCA 7-15-4209. 7.

Any interested persons may appear and will be heard or may file written comments with the City Clerk prior to such hearing.

Dated: _____, 2012.

Done By Order Of The Council of
Commissioners of the City of Billings,
Montana

Publish: _____ and _____, 2012.

EXHIBIT B

ORDINANCE NO. _____

ORDINANCE APPROVING THE DOWNTOWN RETAIL RETENTION AND RECRUITMENT PROJECT (THE “PROJECT”) AS AN URBAN RENEWAL PROJECT AND APPROVING THE DOWNTOWN BILLINGS R & R BUSINESS PLAN PROGRAM (THE “PROGRAM”) AS A QUALIFIED PROGRAM AND PART OF THE PROJECT WITHIN THE EXPANDED NORTH 27TH STREET URBAN RENEWAL AREA (THE “DISTRICT”); APPROVING THE PROJECT AND PROGRAM FOR FUNDING USING TAX INCREMENT REVENUES OF THE DISTRICT WITHIN THE MEANING OF MONTANA CODE ANNOTATED, SECTION 7-15-4263

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

Section 1. Recitals.

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

1.02. In adopting the North 27th Street Plan and the Expansion Of The Billings, Montana North 27th Street Urban Renewal Area, With Tax Increment, and Amendment To The Urban Renewal Plan (the “Plan”), the City, in Section 2, I. Business Programs and Projects, noted the need for Business Retention and Business Recruitment, as a way of encouraging private investment, and development and redevelopment in the District. Further, in Section 3 – Summary of Blight Findings, the City noted the need to fill vacant spaces due the blighted condition of under-utilized properties.

1.03. The Council on _____, 2012, conducted a public hearing on a proposal to undertake a urban renewal project in the District that will directly impact street level occupancy and blight elimination within the Urban Renewal Area pursuant to Montana Code Annotated (MCA), Section 7-15-4208, MCA 7-15-4233 and MCA 7-15-4209.

1.04. Pursuant to the Act and the procedures contained in the North 27th Street Plan, and Resolution No. [_____], adopted _____, 2012, the City has set forth its intention to use tax increment in an amount sufficient to finance all or a portion of a certain urban renewal

project and has undertaken to designate and approve the following urban renewal project (the “Project”):

Section 2. Findings. The Council hereby finds, with respect to the Project and Program described in Section 1.04, as follows:

(a) a workable and feasible plan exists for making available adequate housing for any persons who may be displaced by the Project;

(b) the Project and Program conform to the comprehensive plan or parts thereof for the City as a whole;

(c) the Project and Program will afford maximum opportunity, consistent with the needs of the City as a whole, for the rehabilitation or redevelopment of the District by private enterprise;

(d) the Project and Program constitute an urban renewal project within the meaning of the Act and Urban Renewal Plan.

Section 3. Approval of the Project and Financing.

3.01. The Project is hereby approved as an urban renewal project.

3.02. The Council approves the use of tax increment revenues to pay the costs of the Project.

Section 4. Effective Date. This Ordinance shall take effect from and after 30 days of its passage by the City Council and approval by the Mayor.

[Balance of page intentionally left blank]

PASSED AND APPROVED by the City Council of the City of Billings, Montana, on the second reading this _____ day of _____, 2012.

Mayor

Attest: _____
City Clerk

[Signature page to Ordinance]

Regular City Council Meeting

Meeting Date: 10/22/2012

TITLE: Payment of Claims September 24, 2012.

PRESENTED BY: Pat M. Weber, Finance Director

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$1,400,278.71 have been audited and are presented for your approval for payment. A complete listing of the claims dated September 24, 2012 is available in the Finance Department.

ALTERNATIVES ANALYZED

No other alternatives were analyzed.

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends that Council approve the Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

List of claims greater than \$2500.

AP Report > \$2,500 for 09/24/2012

Check Date	Check	Name	Amount	Account	Item Desc
09/24/2012	759252	A & E Architects	8,376.40	4980-55360-409390	New Library Building - Construction Management Services Inv 1203605
09/24/2012	759253	A & I Distributors	811.07	5610-71130-402310	Inv. #2212686 - Oil for Ops equipment.
09/24/2012	759253	A & I Distributors	659.45	5610-71130-402310	Invoice #2209066. Oil for equipment at Ops.
09/24/2012	759253	A & I Distributors	50.49	5610-71130-402320	Invoice #2220679. Equipment Wax
09/24/2012	759253	A & I Distributors	0.33	6010-15530-402650	2209173
09/24/2012	759253	A & I Distributors	1,883.42	6010-00000-141714	2209173 PO NUM 289963
09/24/2012	759253	A & I Distributors	68.80	5410-31230-402320	2210108
09/24/2012	759253	A & I Distributors	494.34	6010-00000-141000	2212688 PO NUM 289963
09/24/2012	759253	A & I Distributors	142.45	5710-71440-402320	2214289
09/24/2012	759253	A & I Distributors	0.50	6010-15530-402650	2217248
09/24/2012	759253	A & I Distributors	1,833.90	6010-00000-141000	2217248 PO NUM 289963
09/24/2012	759253	A & I Distributors	23.32	1500-21120-402320	2221108
09/24/2012	759253	A & I Distributors	2,632.08	6010-00000-141000	2221108 PO NUM 289963
09/24/2012	759253	A & I Distributors	751.50	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 290437
09/24/2012	759253	A & I Distributors	284.90	5410-31220-402320	2209209
09/24/2012	759253	A & I Distributors	1.22	6010-15530-402650	2212688
09/24/2012	759253	A & I Distributors	3,577.98	6010-00000-141000	2212688 PO NUM 289963
09/24/2012	759253	A & I Distributors	119.16	6010-00000-141000	2217248 PO NUM 289963
09/24/2012	759253	A & I Distributors	23.32	2110-31320-402320	2221108
09/24/2012	759253	A & I Distributors	0.01	6010-15530-402650	2212689
09/24/2012	759253	A & I Distributors	188.94	6010-00000-141000	2212689 PO NUM 289963
09/24/2012	759253	A & I Distributors	23.68	5410-31220-402320	2221108
09/24/2012	759256	Ace Electric Inc	51,510.93	5030-74910-409390	WTP High Svc Transfer Pump H-2
09/24/2012	759262	Air Controls Co Inc	532.99	5210-15950-402450	97249 aug quarterly maintenance, all filters for the lease tenants
09/24/2012	759262	Air Controls Co Inc	2,359.37	5120-84000-402450	A/C repair/maintenance
09/24/2012	759265	American Welding & Gas Inc	77.43	5120-84000-402450	Parts/supplies
09/24/2012	759265	American Welding & Gas Inc	125.50	5120-85000-402410	Parts/supplies
09/24/2012	759265	American Welding & Gas Inc	2,339.15	5410-31230-402920	welder for landfill
09/24/2012	759265	American Welding & Gas Inc	50.19	5410-31220-402290	welding supplies for august
09/24/2012	759265	American Welding & Gas Inc	50.19	5410-31220-402290	welding supplies for july
09/24/2012	759266	Armacost Trane Service Co	3,693.98	5610-71170-402450	Invoice #23016. Repair A/C at TSA office.

09/24/2012	759267	Automated Office Inc	598.00	2980-65010-402190	INV19822,2 Black and 2 Blue toner cartridges for HP3000
09/24/2012	759267	Automated Office Inc	23.04	5710-71410-403630	Monthly maintenance agreement on office copier
09/24/2012	759267	Automated Office Inc	14.20	5020-74000-402190	copier
09/24/2012	759267	Automated Office Inc	29.52	2110-31320-403630	copier service
09/24/2012	759267	Automated Office Inc	13.03	6600-31100-403660	copy maintenance
09/24/2012	759267	Automated Office Inc	21.82	6700-31410-403660	copy maintenance
09/24/2012	759267	Automated Office Inc	78.00	6050-15160-403690	19471
09/24/2012	759267	Automated Office Inc	194.50	5120-84000-402190	repairs
09/24/2012	759267	Automated Office Inc	248.00	5120-84000-402190	repairs
09/24/2012	759267	Automated Office Inc	32.00	6050-15160-403690	19512
09/24/2012	759267	Automated Office Inc	-10.00	5120-84000-402190	negative
09/24/2012	759267	Automated Office Inc	86.00	2550-21420-403630	19581
09/24/2012	759267	Automated Office Inc	43.81	6050-15160-403690	19620
09/24/2012	759267	Automated Office Inc	31.65	6050-15160-403690	19622
09/24/2012	759267	Automated Office Inc	504.00	5410-31210-403240	19725
09/24/2012	759267	Automated Office Inc	100.49	6050-15160-403690	19764
09/24/2012	759267	Automated Office Inc	58.37	6050-15160-403690	19765
09/24/2012	759267	Automated Office Inc	29.66	6050-15160-403690	19768
09/24/2012	759267	Automated Office Inc	450.00	6050-15160-403690	19837
09/24/2012	759280	Black Box Network Services	16,597.79	6060-19310-403582	Annual Maintenance Phone System 9/1/12-8/31/13 Semi Annual Payment 9/1/12-2/28/13 City Hall
09/24/2012	759280	Black Box Network Services	3,032.10	6060-19310-403582	Annual Maintenance Phone System 9/1/12-8/31/13 Semi Annual Payment 9/1/12-2/28/13 Library
09/24/2012	759284	Border States Electric	71.16	5020-74000-402360	ballast
09/24/2012	759284	Border States Electric	15.88	5120-83140-402450	battery
09/24/2012	759284	Border States Electric	-335.45	5020-74000-402360	credit
09/24/2012	759284	Border States Electric	8.10	5020-73140-402450	freight
09/24/2012	759284	Border States Electric	79.56	2110-31320-402360	hornet and wasp killer for street lights
09/24/2012	759284	Border States Electric	4.03	5020-75000-402410	elec
09/24/2012	759284	Border States Electric	10.10	5120-84000-402360	elec
09/24/2012	759284	Border States Electric	62.72	5120-84000-402360	elec
09/24/2012	759284	Border States Electric	1,762.62	5120-84000-402360	elec
09/24/2012	759284	Border States Electric	11.05	5120-84000-402360	elec.

09/24/2012	759284	Border States Electric	13.80	5120-85000-402360	elec.
09/24/2012	759284	Border States Electric	14.27	5120-85000-402410	elec.
09/24/2012	759284	Border States Electric	94.88	5120-85000-402360	elec.
09/24/2012	759284	Border States Electric	114.72	5020-74000-402360	elec.
09/24/2012	759284	Border States Electric	117.57	5120-85000-402120	elec.
09/24/2012	759284	Border States Electric	1,762.62	5120-84000-402360	elec.
09/24/2012	759284	Border States Electric	1,875.00	5120-84000-402360	elec.
09/24/2012	759284	Border States Electric	14.76	5120-85000-402410	electrical
09/24/2012	759284	Border States Electric	58.02	5120-85000-402360	electrical
09/24/2012	759284	Border States Electric	174.12	2110-00000-141318	STREET LIGHTS PO NUM 289965
09/24/2012	759284	Border States Electric	-0.67	5120-84000-402360	tax
09/24/2012	759284	Border States Electric	-68.74	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 290254
09/24/2012	759284	Border States Electric	42.90	2110-31320-402430	scotchkote/screwdriver
09/24/2012	759284	Border States Electric	45.56	2110-00000-141318	STREET LIGHTS PO NUM 289965
09/24/2012	759284	Border States Electric	362.57	2110-00000-141318	STREET LIGHTS PO NUM 289965
09/24/2012	759284	Border States Electric	216.81	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 290445
09/24/2012	759284	Border States Electric	256.52	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 290253
09/24/2012	759285	Branch Group Inc	618.50	5120-84000-402360	Parts/supplies
09/24/2012	759285	Branch Group Inc	1,153.44	5120-84000-402360	Parts/supplies
09/24/2012	759285	Branch Group Inc	4,395.50	5120-84000-402360	Parts/supplies
09/24/2012	759287	Business Tax Section	3,077.00	4980-55110-409220	Construction of new Library, demolition of existing building & site development features
09/24/2012	759287	Business Tax Section	62.66	8450-31860-409310	WO 10-30 BROADWATER & 32N D STREET W RT TURN LANE; CHANGE ORDER #1 (4664.80)
09/24/2012	759287	Business Tax Section	520.32	5030-74910-409390	WO 11-08 WTP High Srvc Trsfer Pump H-2
09/24/2012	759296	County Water District Of Billings Heights	1,735.72	8720-51980-403420	Water charges-Uinta
09/24/2012	759296	County Water District Of Billings Heights	16.95	0100-51120-403420	Water charges-Arrowhead
09/24/2012	759296	County Water District Of Billings Heights	2,250.56	8720-51980-403420	Water charges-Twin Oaks
09/24/2012	759296	County Water District Of Billings Heights	2,079.97	0100-51120-403420	Water charges-Hawthorne

09/24/2012	759296	County Water District Of Billings Heights	894.46	8720-51980-403420	Water charges-Luthern Park
09/24/2012	759296	County Water District Of Billings Heights	1,641.74	0100-51120-403420	Water charges-Primrose Park
09/24/2012	759296	County Water District Of Billings Heights	385.57	0100-51120-403420	Water charges-Cleavenger
09/24/2012	759296	County Water District Of Billings Heights	1,385.30	8720-51980-403420	Water charges-France's Park
09/24/2012	759296	County Water District Of Billings Heights	1,854.11	8720-51980-403420	Water charges-Walden Grove
09/24/2012	759296	County Water District Of Billings Heights	654.25	8720-51980-403420	Water charges-Rolling Hills
09/24/2012	759296	County Water District Of Billings Heights	999.21	0100-51120-403420	Water charges-Arrowhead
09/24/2012	759297	Csg Systems Inc	1,907.01	5020-73110-403111	Monthly statement billing
09/24/2012	759297	Csg Systems Inc	1,271.24	5120-83110-403111	Monthly statement billing
09/24/2012	759297	Csg Systems Inc	3,722.48	5120-83110-403110	Monthly statement billing
09/24/2012	759297	Csg Systems Inc	5,583.83	5020-73110-403110	Monthly statement billing
09/24/2012	759300	Dept Of Justice Dci	3,648.73	7170-21660-407865	1/4 Share of Drug Forfeiture funds.
09/24/2012	759301	Dezurik Water Controls	4,800.00	5120-84000-402450	Parts/supplies
09/24/2012	759302	Dixie Petro-Chem	2,752.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 290515
09/24/2012	759302	Dixie Petro-Chem	2,752.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 290569
09/24/2012	759305	Ebms	1,985.00	6270-17520-403511	Specific SL/Admin Fee/Carelink/Flex Admin./PPO Fees
09/24/2012	759305	Ebms	17,269.10	6270-17520-403512	Specific SL/Admin Fee/Carelink/Flex Admin./PPO Fees
09/24/2012	759305	Ebms	38,096.99	6270-17520-403515	Specific SL/Admin Fee/Carelink/Flex Admin./PPO Fees
09/24/2012	759305	Ebms	3,367.00	6270-17520-403515	Specific SL/Admin Fee/Carelink/Flex Admin./PPO Fees
09/24/2012	759305	Ebms	7,551.40	6270-17520-405161	Specific SL/Admin Fee/Carelink/Flex Admin./PPO Fees
09/24/2012	759312	Energy Laboratories Inc	3,540.00	5120-84000-402223	Work Order B12081392
09/24/2012	759312	Energy Laboratories Inc	400.00	5020-74000-402220	Work Order B12082060
09/24/2012	759321	First Montana Title Co	15,000.00	2810-65810-407277	FTHB Jessica Mowry, 827 Miles

09/24/2012	759322	First Montana Title Co	15,000.00	2810-65810-407277	HOME FTHB Shona Arthur, 223 Hallowell Ln.
09/24/2012	759323	First Montana Title Co	15,000.00	2810-65810-407277	HOME FTHB Donna Young, 1525 Bench Blvd. #33
09/24/2012	759336	Great West Engineering	21,599.21	5440-31230-409390	WO 12-29 Solid Waste Management Plan
09/24/2012	759338	Guardian Security Inc	6,211.30	2600-55120-403574	Invoice 995790
09/24/2012	759345	Hdr Inc	7,160.82	4210-84930-409340	WO0822 WWTP DISINFECTION SYSTEM IMPROVEMENTS
09/24/2012	759345	Hdr Inc	34,291.31	5120-82110-403540	WO 12-15 IWPI WWTF Plan
09/24/2012	759345	Hdr Inc	208.62	5130-84910-409390	WO 12-23 WWTP Headworks Backup Power & West Mechanical Room MCC-B5
09/24/2012	759345	Hdr Inc	1,800.76	5030-74910-409390	WO 11-08 WTP 2011 TRANSFER PUMP
09/24/2012	759345	Hdr Inc	20,855.96	4160-74930-409340	WO 09-19 Zone 3 East Fox Reservoir
09/24/2012	759345	Hdr Inc	10,350.69	4160-74930-409340	WO 09-28 Wtr Treatment Plant Backup Power Phs II Amend#2 \$82,400 approved by CC 10/24/11
09/24/2012	759345	Hdr Inc	1,254.03	5030-74910-409390	WO 10-11 WTP HIGH SERVICE PUMP STATION H2-1
09/24/2012	759345	Hdr Inc	10,274.08	5030-75910-409340	WO 10-12 WTP LOW SERVICE PUMP STATION #1
09/24/2012	759345	Hdr Inc	2,025.27	5130-84910-409390	WO 10-29 WWTP WEST MECHANICAL MCC;
09/24/2012	759348	Iaff	4,279.60	9000-00000-209920	PAYROLL SUMMARY
09/24/2012	759349	Ideal Products Inc	2,250.00	2580-21280-402120	Cobra Laser Aiming tool for Remotec Robot. Please ship to: Billings Police Department, Attn: Sgt. Gartner, 220 N 27th Street Billings, MT 59101
09/24/2012	759349	Ideal Products Inc	3,200.00	2580-21280-402120	Cobra Laser Aiming tool for Remotec Robot. Please Ship to: Billings Police Dept., Attn: Sgt. Gartner, 220 N 27th Street, Billings, MT 59101.
09/24/2012	759351	Ingram Library Services	15.90	2600-55190-403226	Invoice 06153188
09/24/2012	759351	Ingram Library Services	8.99	2600-55190-403227	Invoice 06153189
09/24/2012	759351	Ingram Library Services	272.93	2600-55190-403226	Invoice 06153191
09/24/2012	759351	Ingram Library Services	32.05	2600-55190-403383	Invoice 06153192
09/24/2012	759351	Ingram Library Services	21.97	2600-55190-403222	Invoice 06153190
09/24/2012	759351	Ingram Library Services	38.32	2600-55190-403226	Invoice 06153193
09/24/2012	759351	Ingram Library Services	13.61	2600-55190-403333	Invoice 06153194

09/24/2012	759351	Ingram Library Services	32.73	2600-55190-403226	Invoice 06153195
09/24/2012	759351	Ingram Library Services	22.50	2600-55190-403226	Invoice 06153198
09/24/2012	759351	Ingram Library Services	17.08	2600-55190-403227	Invoice 06153198
09/24/2012	759351	Ingram Library Services	16.49	2600-55190-403241	Invoice 06153199
09/24/2012	759351	Ingram Library Services	44.10	2600-55190-403333	Invoice 06153197
09/24/2012	759351	Ingram Library Services	21.99	2600-55190-403222	Invoice 06153196
09/24/2012	759351	Ingram Library Services	15.26	2600-55190-403227	Invoice 06153200
09/24/2012	759351	Ingram Library Services	83.94	2600-55190-403333	Invoice 06153201
09/24/2012	759351	Ingram Library Services	617.24	2600-55190-403333	Invoice 06153202
09/24/2012	759351	Ingram Library Services	14.29	2600-55190-403334	Invoice 06153202
09/24/2012	759351	Ingram Library Services	25.95	2600-55190-403226	Invoice 06175985
09/24/2012	759351	Ingram Library Services	24.16	2600-55190-403334	Invoice 06175986
09/24/2012	759351	Ingram Library Services	9.87	2600-55190-403222	Invoice 06175987
09/24/2012	759351	Ingram Library Services	8.41	2600-55190-403333	Invoice 06175988
09/24/2012	759351	Ingram Library Services	28.92	2600-55190-403334	Invoice 06175988
09/24/2012	759351	Ingram Library Services	79.24	2600-55190-403222	Invoice 06175989
09/24/2012	759351	Ingram Library Services	12.60	2600-55190-403226	Invoice 06175989
09/24/2012	759351	Ingram Library Services	100.31	2600-55190-403222	Invoice 06175991
09/24/2012	759351	Ingram Library Services	8.10	2600-55190-403226	Invoice 06175991
09/24/2012	759351	Ingram Library Services	174.46	2600-55190-403227	Invoice 06175991
09/24/2012	759351	Ingram Library Services	23.59	2600-55190-403255	Invoice 06175992
09/24/2012	759351	Ingram Library Services	985.31	2600-55190-403333	Invoice 06175992
09/24/2012	759351	Ingram Library Services	11.00	2600-55190-403334	Invoice 06175992
09/24/2012	759351	Ingram Library Services	158.51	2600-55190-403222	Invoice 06181663
09/24/2012	759351	Ingram Library Services	814.68	2600-55190-403226	Invoice 06181663
09/24/2012	759351	Ingram Library Services	625.36	2600-55190-403227	Invoice 06181663
09/24/2012	759351	Ingram Library Services	222.00	2600-55190-403255	Invoice 06181663
09/24/2012	759351	Ingram Library Services	11.79	2600-55190-403333	Invoice 06181663
09/24/2012	759351	Ingram Library Services	4.79	2600-55190-403226	Invoice 06175990
09/24/2012	759351	Ingram Library Services	22.46	2600-55190-403227	Invoice 06175990
09/24/2012	759351	Ingram Library Services	61.83	2600-55190-403226	Invoice 06175993
09/24/2012	759351	Ingram Library Services	14.15	2600-55190-403255	Invoice 06175993
09/24/2012	759351	Ingram Library Services	314.17	2600-55190-403227	Invoice 06175994
09/24/2012	759351	Ingram Library Services	167.31	2600-55190-403241	Invoice 06175995
09/24/2012	759351	Ingram Library Services	171.03	2600-55190-403227	Invoice 06175996
09/24/2012	759351	Ingram Library Services	19.27	2600-55190-403255	Invoice 06175996
09/24/2012	759351	Ingram Library Services	688.52	2600-55190-403333	Invoice 06175997

09/24/2012	759351	Ingram Library Services	16.52	2600-55190-403226	Invoice 06181657
09/24/2012	759351	Ingram Library Services	60.72	2600-55190-403226	Invoice 06181658
09/24/2012	759351	Ingram Library Services	9.00	2600-55190-403226	Invoice 06181659
09/24/2012	759351	Ingram Library Services	15.31	2600-55190-403241	Invoice 06181660
09/24/2012	759351	Ingram Library Services	23.60	2600-55190-403226	Invoice 06181661
09/24/2012	759351	Ingram Library Services	20.63	2600-55190-403333	Invoice 06181662
09/24/2012	759353	Jackson Contractor Group Inc	304,623.00	4980-55110-409220	Construction of new Library, demolition of existing building & site development features.
09/24/2012	759358	Junkermier, Clark, Campanella,	12,000.00	0100-15120-403530	687554 - FY12 audit
09/24/2012	759360	Kemira Water Solutions, Inc	78,216.60	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 290620
09/24/2012	759364	Knife River	8.00	5120-85000-403680	Dump fee
09/24/2012	759364	Knife River	12.00	5020-75000-403680	Dump fee
09/24/2012	759364	Knife River	2,224.75	2110-31320-404710	asphalt
09/24/2012	759364	Knife River	2,660.35	2110-31320-404710	asphalt
09/24/2012	759366	L N Curtis & Sons	9,800.00	5610-71150-402925	Invoice #3125729-00. SCBA Cylinders
09/24/2012	759373	Mailing Technical Services	77.05	1500-21110-403170	Invoice 1696150 - Evidence Mailings
09/24/2012	759373	Mailing Technical Services	106.08	5210-15210-403110	parking - special inserts only
09/24/2012	759373	Mailing Technical Services	493.92	2600-55110-403110	August Mailing Services - Library
09/24/2012	759373	Mailing Technical Services	4,890.27	6050-15150-403110	Finance
09/24/2012	759373	Mailing Technical Services	9.86	5410-31210-403110	City Council - special mailing
09/24/2012	759373	Mailing Technical Services	690.00	5710-71410-403110	MET - special mailing
09/24/2012	759385	MONTANA CSED	4,451.05	9000-00000-209926	Child Support
09/24/2012	759390	Montana State Fireman's Assoc	2,880.14	9000-00000-209924	PAYROLL SUMMARY
09/24/2012	759392	Morrison Maierle Inc	405.03	2100-51510-409390	WO 11-10 25th Street Pedestrian Bridge
09/24/2012	759392	Morrison Maierle Inc	62.78	2360-43700-409370	WO 11-10 25th Street Pedestrian Bridge Contract \$156,500.00 approved by CC 10/11/2011 Fund Amt Corr 2100-\$135,930.60 & 2360-\$21,069.40
09/24/2012	759392	Morrison Maierle Inc	370.97	4050-71250-409696	Invoice #121128. AIP 43 Pavement Condition Index Survey - Local Share
09/24/2012	759392	Morrison Maierle Inc	811.47	4050-71250-409696	Invoice #121167. AIP 42 Project Overlay of Runway 10L28R-Local
09/24/2012	759392	Morrison Maierle Inc	3,338.77	4050-71250-409695	Invoice #121128. AIP 43 Pavement Condition Index Survey - Federal Share

09/24/2012	759392	Morrison Maierle Inc	15,418.01	4050-71250-409695	Invoice #121167. AIP 42 Project Overlay of Runway 10L/28R-Federal
09/24/2012	759395	Mppa	2,505.73	9000-00000-209923	PAYROLL SUMMARY
09/24/2012	759396	Msu-Billings	4,937.25	2330-43710-403590	Energy Star #25 Center for Applied Economic Research COLlege of Business
09/24/2012	759396	Msu-Billings	1,450.00	2330-43710-403590	Energy Star Project #24 KTVQ Advertising
09/24/2012	759397	MT Waterworks	225.13	5030-75910-409340	Parts/supplies
09/24/2012	759397	MT Waterworks	406.57	5030-75910-409340	Parts/supplies
09/24/2012	759397	MT Waterworks	2,651.78	5020-00000-141000	SYSTEMS PO NUM 290626
09/24/2012	759397	MT Waterworks	72.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 290626
09/24/2012	759397	MT Waterworks	4,686.00	5020-00000-141000	SYSTEMS PO NUM 290513
09/24/2012	759404	Northwest Pipe Fittings	234.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 290256
09/24/2012	759404	Northwest Pipe Fittings	74.90	5020-75000-402410	tools
09/24/2012	759404	Northwest Pipe Fittings	385.00	5120-84000-402450	VALVE
09/24/2012	759404	Northwest Pipe Fittings	10.61	5020-74000-402450	VALVES
09/24/2012	759404	Northwest Pipe Fittings	149.48	2110-31320-402380	riser for water valve repair on gabel rd
09/24/2012	759404	Northwest Pipe Fittings	208.98	5130-85910-409340	sewer fittings
09/24/2012	759404	Northwest Pipe Fittings	13.29	5120-85000-402360	switch
09/24/2012	759404	Northwest Pipe Fittings	1,051.47	5020-00000-141000	SYSTEMS PO NUM 290255
09/24/2012	759404	Northwest Pipe Fittings	362.16	5020-00000-141000	SYSTEMS PO NUM 290337
09/24/2012	759404	Northwest Pipe Fittings	3.12	5120-85000-402360	pipe
09/24/2012	759404	Northwest Pipe Fittings	185.00	5020-74000-402450	pipe
09/24/2012	759404	Northwest Pipe Fittings	261.45	5130-85910-409340	pipe
09/24/2012	759404	Northwest Pipe Fittings	18.56	5020-74000-402450	repair kit
09/24/2012	759404	Northwest Pipe Fittings	6.58	5020-74000-402450	part
09/24/2012	759404	Northwest Pipe Fittings	5.14	5020-74000-402450	PARTS
09/24/2012	759404	Northwest Pipe Fittings	37.90	5020-75000-402410	parts
09/24/2012	759404	Northwest Pipe Fittings	52.65	5120-85000-402410	parts
09/24/2012	759404	Northwest Pipe Fittings	525.00	5020-73120-402380	meter parts
09/24/2012	759404	Northwest Pipe Fittings	1,025.00	5020-73120-402380	meter parts
09/24/2012	759404	Northwest Pipe Fittings	343.10	5020-73120-402380	meters
09/24/2012	759404	Northwest Pipe Fittings	3,142.00	5020-73120-402380	meters
09/24/2012	759404	Northwest Pipe Fittings	25.67	5020-74000-402450	fittings
09/24/2012	759404	Northwest Pipe Fittings	111.36	5120-84000-402450	FITTINGS
09/24/2012	759404	Northwest Pipe Fittings	137.32	5020-74000-402450	fittings

09/24/2012	759404	Northwest Pipe Fittings	375.08	5020-74000-402450	FITTINGS
09/24/2012	759404	Northwest Pipe Fittings	1,908.22	5130-85910-409340	fittings
09/24/2012	759404	Northwest Pipe Fittings	5.16	2110-31320-402320	foam pipe insulation for armrest in 1324
09/24/2012	759404	Northwest Pipe Fittings	184.00	5130-85910-409340	clamps
09/24/2012	759404	Northwest Pipe Fittings	191.80	5020-75000-402410	bolts
09/24/2012	759404	Northwest Pipe Fittings	8.04	5020-74000-402450	ADAPTERS
09/24/2012	759404	Northwest Pipe Fittings	131.51	5120-84000-402450	COUPLINGS
09/24/2012	759406	Northwestern Energy	10,810.48	2110-31320-403410	Signal Bills
09/24/2012	759406	Northwestern Energy	462.92	8100-31830-403410	SILMD 008 ACCT# 0712544-6
09/24/2012	759406	Northwestern Energy	503.47	8100-31830-403410	SILMD 172 ACCT# 0712611-3
09/24/2012	759406	Northwestern Energy	13.85	8100-31830-403410	SILMD 238 ACCT# 0712672-5
09/24/2012	759406	Northwestern Energy	474.86	8100-31830-403410	SILMD 009 ACCT# 0712545-3
09/24/2012	759406	Northwestern Energy	1,105.62	8100-31830-403410	SILMD 173 ACCT# 0712612-1
09/24/2012	759406	Northwestern Energy	88.45	8100-31830-403410	SILMD 239 ACCT# 0712673-3
09/24/2012	759406	Northwestern Energy	1,886.06	8100-31830-403410	SILMD 014 ACCT# 0721277-2
09/24/2012	759406	Northwestern Energy	40.46	8100-31830-403410	SILMD 176 ACCT# 0712615-4
09/24/2012	759406	Northwestern Energy	77.60	8100-31830-403410	SILMD 242 ACCT# 0712676-6
09/24/2012	759406	Northwestern Energy	3,840.15	8100-31830-403410	SILMD 013 ACCT# 0721276-4
09/24/2012	759406	Northwestern Energy	309.56	8100-31830-403410	SILMD 175 ACCT# 0712614-7
09/24/2012	759406	Northwestern Energy	579.46	8100-31830-403410	SILMD 241 ACCT# 0712675-8
09/24/2012	759406	Northwestern Energy	1,313.30	8100-31830-403410	SILMD 010 ACCT# 0712546-1
09/24/2012	759406	Northwestern Energy	884.58	8100-31830-403410	SILMD 174 ACCT# 0712613-9
09/24/2012	759406	Northwestern Energy	354.82	8100-31830-403410	SILMD 240 ACCT# 0712674-1
09/24/2012	759406	Northwestern Energy	486.47	8100-31830-403410	SILMD 135 ACCT# 0712583-4
09/24/2012	759406	Northwestern Energy	353.79	8100-31830-403410	SILMD 207 ACCT# 0712644-4
09/24/2012	759406	Northwestern Energy	59.13	8100-31830-403410	SILMD 274 ACCT# 0907926-0
09/24/2012	759406	Northwestern Energy	503.46	8100-31830-403410	SILMD 134 ACCT# 0712582-6
09/24/2012	759406	Northwestern Energy	309.56	8100-31830-403410	SILMD 206 ACCT# 0712643-6
09/24/2012	759406	Northwestern Energy	188.53	8100-31830-403410	SILMD 273 ACCT# 0926386-4
09/24/2012	759406	Northwestern Energy	218.17	8100-31830-403410	SILMD 133 ACCT# 0712581-8
09/24/2012	759406	Northwestern Energy	32.37	8100-31830-403410	SILMD 205 ACCT# 0712642-8
09/24/2012	759406	Northwestern Energy	2,461.86	8100-31830-403410	SILMD 272 ACCT# 0905005-5
09/24/2012	759406	Northwestern Energy	801.73	8100-31830-403410	SILMD 131 ACCT# 0712580-0
09/24/2012	759406	Northwestern Energy	322.79	8100-31830-403410	SILMD 204 ACCT# 0712641-0
09/24/2012	759406	Northwestern Energy	894.74	8100-31830-403410	SILMD 271 ACCT# 0995095-7
09/24/2012	759406	Northwestern Energy	117.48	8100-31830-403410	SILMD 130 ACCT# 0712579-2
09/24/2012	759406	Northwestern Energy	16.89	8100-31830-403410	SILMD 203 ACCT# 0712640-2

09/24/2012	759406	Northwestern Energy	388.32	8100-31830-403410	SILMD 270 ACCT# 0906944-4
09/24/2012	759406	Northwestern Energy	310.34	8100-31830-403410	SILMD 129 ACCT# 0712578-4
09/24/2012	759406	Northwestern Energy	727.71	8100-31830-403410	SILMD 202 INV# 0712639-4
09/24/2012	759406	Northwestern Energy	68.99	8100-31830-403410	SILMD 269 ACCT# 0833098-7
09/24/2012	759406	Northwestern Energy	464.35	8100-31830-403410	SILMD 128 ACCT# 0712577-6
09/24/2012	759406	Northwestern Energy	464.35	8100-31830-403410	SILMD 201 ACCT# 0712638-6
09/24/2012	759406	Northwestern Energy	37.37	8100-31830-403410	SILMD 266 ACCT# 0721684-9
09/24/2012	759406	Northwestern Energy	663.37	8100-31830-403410	SILMD 127 ACCT# 0712576-8
09/24/2012	759406	Northwestern Energy	67.55	8100-31830-403410	SILMD 200 ACCT# 0712637-8
09/24/2012	759406	Northwestern Energy	327.43	8100-31830-403410	SILMD 265 ACCT# 0721556-9
09/24/2012	759406	Northwestern Energy	181.04	8100-31830-403410	SILMD 126 ACCT# 0712575-0
09/24/2012	759406	Northwestern Energy	88.50	8100-31830-403410	SILMD 198 ACCT# 0712636-0
09/24/2012	759406	Northwestern Energy	145.62	8100-31830-403410	SILMD 264 ACCT# 0721427-3
09/24/2012	759406	Northwestern Energy	310.34	8100-31830-403410	SILMD 123 ACCT# 0712572-7
09/24/2012	759406	Northwestern Energy	197.12	8100-31830-403410	SILMD 195 ACCT# 0712633-7
09/24/2012	759406	Northwestern Energy	465.52	8100-31830-403410	SILMD 261 ACCT# 0720705-3
09/24/2012	759406	Northwestern Energy	905.20	8100-31830-403410	SILMD 124 ACCT# 0712573-5
09/24/2012	759406	Northwestern Energy	63.33	8100-31830-403410	SILMD 196 ACCT# 0712634-5
09/24/2012	759406	Northwestern Energy	2,935.79	8100-31830-403410	SILMD 262 ACCT# 0720937-2
09/24/2012	759406	Northwestern Energy	362.06	8100-31830-403410	SILMD 125 ACCT# 0712574-3
09/24/2012	759406	Northwestern Energy	63.33	8100-31830-403410	SILMD 197 ACCT# 0712635-2
09/24/2012	759406	Northwestern Energy	827.50	8100-31830-403410	SILMD 263 ACCT# 0720716-0
09/24/2012	759406	Northwestern Energy	430.57	8100-31830-403410	SILMD 136 ACCT# 0712584-2
09/24/2012	759406	Northwestern Energy	222.67	8100-31830-403410	SILMD 208 ACCT# 0712645-1
09/24/2012	759406	Northwestern Energy	421.80	8100-31830-403410	SILMD 276 ACCT# 0961926-3
09/24/2012	759406	Northwestern Energy	348.40	8100-31830-403410	SILMD 137 ACCT# 0712585-9
09/24/2012	759406	Northwestern Energy	508.57	8100-31830-403410	SILMD 209 ACCT# 0712646-9
09/24/2012	759406	Northwestern Energy	772.04	8100-31830-403410	SILMD 277 ACCT# 1058710-3
09/24/2012	759406	Northwestern Energy	698.28	8100-31830-403410	SILMD 138 ACCT# 0712586-7
09/24/2012	759406	Northwestern Energy	76.00	8100-31830-403410	SILMD 210 ACCT# 0712647-7
09/24/2012	759406	Northwestern Energy	206.99	8100-31830-403410	SILMD 278 ACCT# 1087619-1
09/24/2012	759406	Northwestern Energy	232.77	8100-31830-403410	SILMD 139 ACCT# 0712587-5
09/24/2012	759406	Northwestern Energy	42.23	8100-31830-403410	SILMD 211 ACCT# 0712648-5
09/24/2012	759406	Northwestern Energy	57.47	8100-31830-403410	SILMD 279 ACCT# 1124127-0
09/24/2012	759406	Northwestern Energy	516.61	8100-31830-403410	SILMD 143 ACCT# 0712588-3
09/24/2012	759406	Northwestern Energy	42.23	8100-31830-403410	SILMD 212 ACCT# 0712649-3
09/24/2012	759406	Northwestern Energy	640.64	8100-31830-403410	SILMD 280 ACCT# 1045653-1

09/24/2012	759406	Northwestern Energy	25.83	8100-31830-403410	SILMD 144 ACCT# 0712589-1
09/24/2012	759406	Northwestern Energy	25.34	8100-31830-403410	SILMD 213 ACCT# 0712650-1
09/24/2012	759406	Northwestern Energy	59.13	8100-31830-403410	SILMD 281 ACCT# 1079722-3
09/24/2012	759406	Northwestern Energy	442.24	8100-31830-403410	SILMD 145 ACCT# 0712590-9
09/24/2012	759406	Northwestern Energy	443.12	8100-31830-403410	SILMD 214 ACCT# 0712651-9
09/24/2012	759406	Northwestern Energy	336.28	8100-31830-403410	SILMD 283 ACCT# 1172743-5
09/24/2012	759406	Northwestern Energy	336.21	8100-31830-403410	SILMD 146 ACCT# 0712591-7
09/24/2012	759406	Northwestern Energy	132.68	8100-31830-403410	SILMD 216 ACCT# 0712652-7
09/24/2012	759406	Northwestern Energy	316.62	8100-31830-403410	SILMD 285 ACCT# 1206985-2
09/24/2012	759406	Northwestern Energy	435.68	8100-31830-403410	SILMD 147 ACCT# 0712592-5
09/24/2012	759406	Northwestern Energy	351.45	8100-31830-403410	SILMD 217 ACCT# 0712653-5
09/24/2012	759406	Northwestern Energy	222.28	8100-31830-403410	SILMD 286 ACCT# 1296582-8
09/24/2012	759406	Northwestern Energy	1,217.32	8100-31830-403410	SILMD 149 ACCT# 0712593-3
09/24/2012	759406	Northwestern Energy	207.10	8100-31830-403410	SILMD 220 ACCT# 0712654-3
09/24/2012	759406	Northwestern Energy	91.90	8100-31830-403410	SILMD 287 ACCT# 1246537-3
09/24/2012	759406	Northwestern Energy	707.60	8100-31830-403410	SILMD 150 ACCT# 0712594-1
09/24/2012	759406	Northwestern Energy	8.09	8100-31830-403410	SILMD 221 ACCT# 0712655-0
09/24/2012	759406	Northwestern Energy	1,546.00	8100-31830-403410	SILMD 288 ACCT# 1303978-9
09/24/2012	759406	Northwestern Energy	594.82	8100-31830-403410	SILMD 151 ACCT# 0712595-8
09/24/2012	759406	Northwestern Energy	66.74	8100-31830-403410	SILMD 222 ACCT# 0712656-8
09/24/2012	759406	Northwestern Energy	311.01	8100-31830-403410	SILMD 289 ACCT# 1685375-6
09/24/2012	759406	Northwestern Energy	4,049.12	8100-31830-403410	SILMD 152 ACCT# 0712596-6
09/24/2012	759406	Northwestern Energy	101.34	8100-31830-403410	SILMD 223 ACCT# 0712657-6
09/24/2012	759406	Northwestern Energy	85.42	8100-31830-403410	SILMD 290 ACCT# 1433921-2
09/24/2012	759406	Northwestern Energy	464.44	8100-31830-403410	SILMD 153 ACCT# 0712597-4
09/24/2012	759406	Northwestern Energy	1,699.78	8100-31830-403410	SILMD 224 ACCT# 0712658-4
09/24/2012	759406	Northwestern Energy	568.97	8100-31830-403410	SILMD 292 ACCT# 1481532-8
09/24/2012	759406	Northwestern Energy	1,149.84	8100-31830-403410	SILMD 154 ACCT# 0712598-2
09/24/2012	759406	Northwestern Energy	322.65	8100-31830-403410	SILMD 225 ACCT# 0712659-2
09/24/2012	759406	Northwestern Energy	221.13	8100-31830-403410	SILMD 293 ACCT# 1481534-4
09/24/2012	759406	Northwestern Energy	465.52	8100-31830-403410	SILMD 155 ACCT# 0712599-0
09/24/2012	759406	Northwestern Energy	271.57	8100-31830-403410	SILMD 226 ACCT# 0712660-0
09/24/2012	759406	Northwestern Energy	442.24	8100-31830-403410	SILMD 294 ACCT# 1481535-1
09/24/2012	759406	Northwestern Energy	862.39	8100-31830-403410	SILMD 157 ACCT# 0712600-6
09/24/2012	759406	Northwestern Energy	549.42	8100-31830-403410	SILMD 227 ACCT# 0712661-8
09/24/2012	759406	Northwestern Energy	103.45	8100-31830-403410	SILMD 295 ACCT# 1481536-9
09/24/2012	759406	Northwestern Energy	750.00	8100-31830-403410	SILMD 158 ACCT# 0712601-4

09/24/2012	759406	Northwestern Energy	750.00	8100-31830-403410	SILMD 228 ACCT# 0712662-6
09/24/2012	759406	Northwestern Energy	1,166.92	8100-31830-403410	SILMD 296 ACCT# 1481537-7
09/24/2012	759406	Northwestern Energy	1,020.81	8100-31830-403410	SILMD 159 ACCT# 0712602-2
09/24/2012	759406	Northwestern Energy	387.93	8100-31830-403410	SILMD 229 ACCT# 0712663-4
09/24/2012	759406	Northwestern Energy	199.02	8100-31830-403410	SILMD 297 ACCT# 1481539-3
09/24/2012	759406	Northwestern Energy	672.43	8100-31830-403410	SILMD 160 ACCT# 0712603-0
09/24/2012	759406	Northwestern Energy	905.19	8100-31830-403410	SILMD 230 ACCT# 0712664-2
09/24/2012	759406	Northwestern Energy	176.91	8100-31830-403410	SILMD 298 ACCT# 1481540-1
09/24/2012	759406	Northwestern Energy	995.04	8100-31830-403410	SILMD 161 ACCT# 0712604-8
09/24/2012	759406	Northwestern Energy	543.10	8100-31830-403410	SILMD 231 ACCT# 0712665-9
09/24/2012	759406	Northwestern Energy	376.70	8100-31830-403410	SILMD 300 ACCT# 1662840-6
09/24/2012	759406	Northwestern Energy	56.65	8100-31830-403410	SILMD 162 ACCT# 0712605-5
09/24/2012	759406	Northwestern Energy	2,353.48	8100-31830-403410	SILMD 232 ACCT# 0712666-7
09/24/2012	759406	Northwestern Energy	1,634.44	8100-31830-403410	SILMD 301 ACCT# 1687005-7
09/24/2012	759406	Northwestern Energy	611.08	8100-31830-403410	SILMD 163 ACCT# 0712606-3
09/24/2012	759406	Northwestern Energy	738.12	8100-31830-403410	SILMD 233 ACCT# 0712667-5
09/24/2012	759406	Northwestern Energy	172.42	8100-31830-403410	SILMD 302 ACCT# 1607534-3
09/24/2012	759406	Northwestern Energy	353.79	8100-31830-403410	SILMD 164 ACCT# 0712607-1
09/24/2012	759406	Northwestern Energy	435.06	8100-31830-403410	SILMD 234 ACCT# 0712668-3
09/24/2012	759406	Northwestern Energy	670.20	8100-31830-403410	SILMD 305 ACCT# 1695873-8
09/24/2012	759406	Northwestern Energy	827.60	8100-31830-403410	SILMD 165 ACCT# 0712608-9
09/24/2012	759406	Northwestern Energy	464.61	8100-31830-403410	SILMD 235 ACCT# 0712669-1
09/24/2012	759406	Northwestern Energy	172.78	8100-31830-403410	SILMD 306 ACCT# 1740353-6
09/24/2012	759406	Northwestern Energy	221.13	8100-31830-403410	SILMD 167 ACCT# 0712609-7
09/24/2012	759406	Northwestern Energy	147.83	8100-31830-403410	SILMD 236 ACCT# 0712670-9
09/24/2012	759406	Northwestern Energy	1,900.27	8100-31830-403410	SILMD 307 ACCT# 2049005-8
09/24/2012	759406	Northwestern Energy	530.70	8100-31830-403410	SILMD 171 ACCT# 0712610-5
09/24/2012	759406	Northwestern Energy	375.91	8100-31830-403410	SILMD 237 ACCT# 0712671-7
09/24/2012	759406	Northwestern Energy	246.97	8100-31830-403410	SILMD 308 ACCT# 2072459-7
09/24/2012	759406	Northwestern Energy	244.74	8100-31830-403410	SILMD 309 ACCT# 2001311-6
09/24/2012	759406	Northwestern Energy	278.99	8100-31830-403410	SILMD 310 ACCT# 2060519-2
09/24/2012	759406	Northwestern Energy	48.91	8100-31830-403410	SILMD 320 ACCT# 0712569-3
09/24/2012	759406	Northwestern Energy	176.91	8100-31830-403410	SILMD 122 ACCT# 0712571-9
09/24/2012	759406	Northwestern Energy	236.54	8100-31830-403410	SILMD 194 ACCT# 0712632-9
09/24/2012	759406	Northwestern Energy	1,097.41	8100-31830-403410	SILMD 259 ACCT# 0720810-1
09/24/2012	759406	Northwestern Energy	2,327.62	8100-31830-403410	SILMD 121 ACCT# 0712570-1
09/24/2012	759406	Northwestern Energy	707.60	8100-31830-403410	SILMD 193 ACCT# 0712631-1

09/24/2012	759406	Northwestern Energy	6.98	8100-31830-403410	SILMD 259 ACCT# 1301786-8
09/24/2012	759406	Northwestern Energy	142.71	8100-31830-403410	SILMD 119 ACCT# 0712568-5
09/24/2012	759406	Northwestern Energy	287.46	8100-31830-403410	SILMD 192 ACCT# 0712630-3
09/24/2012	759406	Northwestern Energy	2,439.77	8100-31830-403410	SILMD 258 ACCT# 0720606-3
09/24/2012	759406	Northwestern Energy	2,998.41	8100-31830-403410	SILMD 117 ACCT# 0712566-9
09/24/2012	759406	Northwestern Energy	1,149.84	8100-31830-403410	SILMD 190 ACCT# 0712628-7
09/24/2012	759406	Northwestern Energy	130.06	8100-31830-403410	SILMD 255 ACCT# 0720813-5
09/24/2012	759406	Northwestern Energy	216.64	8100-31830-403410	SILMD 118 ACCT# 0712567-7
09/24/2012	759406	Northwestern Energy	395.06	8100-31830-403410	SILMD 191 ACCT# 0712629-5
09/24/2012	759406	Northwestern Energy	778.35	8100-31830-403410	SILMD 257 ACCT# 0720360-7
09/24/2012	759406	Northwestern Energy	543.10	8100-31830-403410	SILMD 116 ACCT# 0712565-1
09/24/2012	759406	Northwestern Energy	221.13	8100-31830-403410	SILMD 189 ACCT# 0712627-9
09/24/2012	759406	Northwestern Energy	133.48	8100-31830-403410	SILMD 254 ACCT# 0719763-5
09/24/2012	759406	Northwestern Energy	206.91	8100-31830-403410	SILMD 115 ACCT# 0712564-4
09/24/2012	759406	Northwestern Energy	265.34	8100-31830-403410	SILMD 188 ACCT# 0712626-1
09/24/2012	759406	Northwestern Energy	1,749.58	8100-31830-403410	SILMD 253 ACCT# 0719644-7
09/24/2012	759406	Northwestern Energy	4,034.62	8100-31830-403410	SILMD 109 ACCT# 0712561-0
09/24/2012	759406	Northwestern Energy	132.68	8100-31830-403410	SILMD 185 ACCT# 0712623-8
09/24/2012	759406	Northwestern Energy	179.77	8100-31830-403410	SILMD 250 ACCT# 0719001-00
09/24/2012	759406	Northwestern Energy	167.53	8100-31830-403410	SILMD 113 ACCT# 0712562-8
09/24/2012	759406	Northwestern Energy	571.64	8100-31830-403410	SILMD 186 ACCT# 0712624-6
09/24/2012	759406	Northwestern Energy	3,645.52	8100-31830-403410	SILMD 251 ACCT# 0718801-4
09/24/2012	759406	Northwestern Energy	879.33	8100-31830-403410	SILMD 114 ACCT# 0712563-6
09/24/2012	759406	Northwestern Energy	221.13	8100-31830-403410	SILMD 187 ACCT# 0712625-3
09/24/2012	759406	Northwestern Energy	517.24	8100-31830-403410	SILMD 252 ACCT# 0719162-0
09/24/2012	759406	Northwestern Energy	11,297.99	8100-31830-403410	SILMD 097 ACCT# 0712557-8
09/24/2012	759406	Northwestern Energy	1,577.60	8100-31830-403410	SILMD 181 ACCT# 0712619-6
09/24/2012	759406	Northwestern Energy	1,081.01	8100-31830-403410	SILMD 247 ACCT# 0712680-8
09/24/2012	759406	Northwestern Energy	1,503.50	8100-31830-403410	SILMD 099 ACCT# 0712558-6
09/24/2012	759406	Northwestern Energy	552.81	8100-31830-403410	SILMD 182 ACCT# 0712620-4
09/24/2012	759406	Northwestern Energy	2,291.70	8100-31830-403410	SILMD 248 ACCT# 0712681-6
09/24/2012	759406	Northwestern Energy	1,629.32	8100-31830-403410	SILMD 107 ACCT# 0712560-2
09/24/2012	759406	Northwestern Energy	353.79	8100-31830-403410	SILMD 184 ACCT# 0712622-0
09/24/2012	759406	Northwestern Energy	7.57	8100-31830-403410	SILMD 250 ACCT# 1301786-8
09/24/2012	759406	Northwestern Energy	2,461.36	8100-31830-403410	SILMD 100 ACCT# 0712559-4
09/24/2012	759406	Northwestern Energy	1,105.63	8100-31830-403410	SILMD 183 ACCT# 0712621-2
09/24/2012	759406	Northwestern Energy	2,560.38	8100-31830-403410	SILMD 249 ACCT# 0718734-7

09/24/2012	759406	Northwestern Energy	430.59	8100-31830-403410	SILMD 095 ACCT# 0712556-0
09/24/2012	759406	Northwestern Energy	331.68	8100-31830-403410	SILMD 180 ACCT# 0712618-8
09/24/2012	759406	Northwestern Energy	310.34	8100-31830-403410	SILMD 246 ACCT# 0712679-0
09/24/2012	759406	Northwestern Energy	88.70	8100-31830-403410	SILMD 018 ACCT# 0712554-5
09/24/2012	759406	Northwestern Energy	486.47	8100-31830-403410	SILMD 179 ACCT# 0712617-0
09/24/2012	759406	Northwestern Energy	80.40	8100-31830-403410	SILMD 245 ACCT# 0712678-2
09/24/2012	759406	Northwestern Energy	1,144.62	8100-31830-403410	SILMD 017 ACCT# 0712553-7
09/24/2012	759406	Northwestern Energy	243.25	8100-31830-403410	SILMD 178 ACCT# 0712616-2
09/24/2012	759406	Northwestern Energy	103.45	8100-31830-403410	SILMD 244 ACCT# 0712677-4
09/24/2012	759407	Northwestern Energy	5,638.57	5020-74000-403410	07230402
09/24/2012	759407	Northwestern Energy	7.36	5610-71170-403410	1341289-5. Old Thrifty/Dollar car wash September 2012
09/24/2012	759407	Northwestern Energy	1,608.36	0100-51120-403410	07222870
09/24/2012	759407	Northwestern Energy	3,862.66	6500-15660-403410	12693917
09/24/2012	759407	Northwestern Energy	54.72	5610-71170-403410	1341288-7. Old Nat/Alamo car wash September 2012
09/24/2012	759407	Northwestern Energy	1,171.89	0100-51120-403410	07230451
09/24/2012	759407	Northwestern Energy	22.01	5610-71170-403410	1341291-1. Old Enterprise car wash September 2012
09/24/2012	759407	Northwestern Energy	7.15	5020-74000-403410	07230592
09/24/2012	759407	Northwestern Energy	176.82	5610-71170-403410	1341295-2. Big Sky Ground Support. September 2012
09/24/2012	759407	Northwestern Energy	358.31	5610-71190-403410	2001846-1. QTA Mud Wash September 2012
09/24/2012	759407	Northwestern Energy	276.67	5610-71190-403410	2001855-2. Nat/Alamo Detail Bay September 2012
09/24/2012	759407	Northwestern Energy	197.20	5610-71190-403410	2001848-7. Herts Detail Bay September 2012
09/24/2012	759407	Northwestern Energy	37.80	5610-71170-403410	1264299-7. Old Hertz car wash September 2012
09/24/2012	759407	Northwestern Energy	1,466.79	5610-71190-403410	1993430-6. QTA Car Wash September 2012
09/24/2012	759407	Northwestern Energy	110.31	5610-71190-403410	2001867-7. Thrifty/Dollar Detail Bay September 2012
09/24/2012	759407	Northwestern Energy	207.08	5610-71190-403410	2001865-1. Avis/Budget Detail Bay September 2012
09/24/2012	759407	Northwestern Energy	133.99	5610-71190-403410	2001862-8. Enterprise Detail Bay September 2012
09/24/2012	759407	Northwestern Energy	8.30	2110-31320-403410	20470191
09/24/2012	759407	Northwestern Energy	1,600.88	0100-51260-403410	07208218

09/24/2012	759407	Northwestern Energy	565.47	6500-15660-403410	09758087
09/24/2012	759407	Northwestern Energy	1,435.71	6500-15660-403410	11608023
09/24/2012	759407	Northwestern Energy	980.21	5610-71170-403410	1669567-8. TSA Building September 2012
09/24/2012	759407	Northwestern Energy	11,388.84	5020-74000-403410	07222649
09/24/2012	759407	Northwestern Energy	2,606.04	6500-15660-403410	11608049
09/24/2012	759407	Northwestern Energy	28.69	0100-51220-403410	07208184
09/24/2012	759407	Northwestern Energy	351.89	0100-51120-403410	09254962
09/24/2012	759407	Northwestern Energy	46.78	5610-71170-403410	11389269
09/24/2012	759407	Northwestern Energy	16.07	5610-71130-403410	1647695-4. Airport De-icer area September 2012
09/24/2012	759407	Northwestern Energy	37.36	0100-51120-403410	18366666
09/24/2012	759407	Northwestern Energy	801.68	5020-74000-403410	Zone 4
09/24/2012	759407	Northwestern Energy	1,571.64	5610-71130-403410	0100484-5. Airport ARFF facility September 2012
09/24/2012	759407	Northwestern Energy	122.59	0100-51220-403410	07125362
09/24/2012	759407	Northwestern Energy	489.87	1500-22210-403410	08715468
09/24/2012	759407	Northwestern Energy	0.49	2110-31320-403410	17488966
09/24/2012	759407	Northwestern Energy	1,142.44	5020-74000-403410	11164522
09/24/2012	759407	Northwestern Energy	1,738.74	5020-74000-403410	Airport Rd 17th St West/Hwy 3 Waldo
09/24/2012	759407	Northwestern Energy	149.60	5120-85000-403410	822 Shiloh Crossing
09/24/2012	759407	Northwestern Energy	53,395.18	5120-84000-403410	725 Hwy 87 East
09/24/2012	759407	Northwestern Energy	156.36	5120-85000-403410	62nd St West at Ironwood
09/24/2012	759407	Northwestern Energy	612.36	5210-15940-403410	15696198 Park 4 closing bill
09/24/2012	759407	Northwestern Energy	0.28	2110-31320-403410	17403577
09/24/2012	759407	Northwestern Energy	1,941.62	5610-71130-403410	0100483-7. Airport runway lights September 2012
09/24/2012	759407	Northwestern Energy	41.16	0100-51270-403410	07123870
09/24/2012	759407	Northwestern Energy	8.95	2110-31320-403410	08554040
09/24/2012	759407	Northwestern Energy	64.78	8720-51980-403410	10458131
09/24/2012	759407	Northwestern Energy	5.69	2950-66980-407275	Electric for 648 Conway NSP Property
09/24/2012	759407	Northwestern Energy	12,848.05	2600-55120-403410	Electric July-Aug 2012
09/24/2012	759410	OAC Services Inc	23,147.05	2030-15130-403547	Empire Parking Garage Project Management Services
09/24/2012	759417	Peterson Office Furniture	3,633.54	0100-51120-402120	Office desk for Jon Thompson to replace his old used desk.
09/24/2012	759422	Public Utilities	33.92	5020-74000-402450	Garbage Service
09/24/2012	759422	Public Utilities	926.38	5120-84000-403420	187212152

09/24/2012	759422	Public Utilities	63.17	5210-15920-403420	4975819
09/24/2012	759422	Public Utilities	1,856.22	8720-51980-403420	11498915890
09/24/2012	759422	Public Utilities	89.16	8720-51980-403420	11139217
09/24/2012	759422	Public Utilities	260.02	5210-15910-403420	22414454
09/24/2012	759422	Public Utilities	6,054.50	8720-51980-403420	11498915891
09/24/2012	759422	Public Utilities	2,642.12	8720-51980-403420	11828118660
09/24/2012	759422	Public Utilities	155.44	8720-51980-403420	676814300
09/24/2012	759422	Public Utilities	22.73	5210-15910-403420	22434115
09/24/2012	759422	Public Utilities	812.21	0100-51120-403420	676333936
09/24/2012	759422	Public Utilities	541.47	8720-51980-403420	676333936
09/24/2012	759422	Public Utilities	277.58	8720-51980-403420	938591235
09/24/2012	759422	Public Utilities	86.75	8720-51980-403420	10797511406
09/24/2012	759422	Public Utilities	11.95	8720-51980-403420	13578527227
09/24/2012	759422	Public Utilities	303.90	8720-51980-403420	904979321
09/24/2012	759422	Public Utilities	128.90	8720-51980-403420	676893237
09/24/2012	759422	Public Utilities	1,242.70	8720-51980-403420	13592722571
09/24/2012	759422	Public Utilities	10.67	8720-51980-403420	6768310079100
09/24/2012	759422	Public Utilities	173.61	8720-51980-403420	13592526964
09/24/2012	759422	Public Utilities	68.58	8720-51980-403420	676853944
09/24/2012	759423	Qwest Communications	39.44	2600-55120-403450	Qwest 406-245-7337 Library Alarm CKT
09/24/2012	759423	Qwest Communications	119.32	1500-22250-403450	Qwest 406-245-7469 Fire
09/24/2012	759423	Qwest Communications	45.66	1500-21110-403450	Qwest 406-245-7481 Police
09/24/2012	759423	Qwest Communications	311.26	6070-22350-403450	Qwest 406-248-3636 Fire Airport Radio Tower Jellison
09/24/2012	759423	Qwest Communications	45.94	6010-15500-403450	Qwest 406-256-5047 Motor Pool
09/24/2012	759423	Qwest Communications	311.26	6070-22350-403450	Qwest 406-248-3635 Fire Airport Radio Tower WCK
09/24/2012	759423	Qwest Communications	228.20	6060-19310-403450	Qwest 406-248-3049 Main System T1 City/County Tie
09/24/2012	759423	Qwest Communications	29.82	5120-85000-403450	Qwest 406-259-2328 PUD Sahara Sand Lift Station
09/24/2012	759423	Qwest Communications	44.83	5610-71100-403450	Qwest 406-256-7070 Airport
09/24/2012	759423	Qwest Communications	52.65	6600-31100-403450	Qwest 406-259-7758 Measured Lines Depot 60% 6700 31410 403450 40% 6600 31100 403450

09/24/2012	759423	Qwest Communications	78.98	6700-31410-403450	Qwest 406-259-7758 Measured Lines Depot 60% 6700 31410 403450 40% 6600 31100 403450
09/24/2012	759423	Qwest Communications	45.69	2110-31320-403450	Qwest 406-259-3298 PW Traffic 3728 McDougall
09/24/2012	759423	Qwest Communications	44.44	2250-22320-403450	Qwest 406-651-0282 Fire 5 911 Line
09/24/2012	759423	Qwest Communications	118.32	1500-22250-403450	Qwest 406-373-3742 Fire RR Crossing Alarm
09/24/2012	759423	Qwest Communications	29.82	2400-43010-407214	Qwest 406-656-9578 Planning Traffic Central Broadwater
09/24/2012	759423	Qwest Communications	44.44	1500-21110-403450	Qwest 406-656-1046 PD3 FAX Line
09/24/2012	759423	Qwest Communications	49.26	5610-71170-403450	Qwest 406-256-6014 Airport P9 Building
09/24/2012	759423	Qwest Communications	311.26	2250-22320-403450	Qwest 406-245-7101 9-1-1 Center Landfill #2
09/24/2012	759423	Qwest Communications	311.26	2250-22320-403450	Qwest 406-245-7102 9-1-1 Center Fox Reservoir #2
09/24/2012	759423	Qwest Communications	29.82	2400-43010-407214	Qwest 406-656-9604 Planning Traffic Central 9th
09/24/2012	759423	Qwest Communications	48.78	5610-71170-403450	Qwest 406-252-0721 Airport 1FB Line
09/24/2012	759423	Qwest Communications	44.44	5210-15920-403450	Qwest 406-252-2041 Park 2 Elevator
09/24/2012	759423	Qwest Communications	45.65	2250-22320-403450	Qwest 406-245-3108 911 Qwest
09/24/2012	759423	Qwest Communications	45.66	5610-71100-403450	Qwest 406-245-5834 Airport Alarm
09/24/2012	759423	Qwest Communications	39.44	5020-74000-403450	Qwest 406-245-3659 PUD Alarm Water Tower
09/24/2012	759423	Qwest Communications	45.65	2250-22320-403450	Qwest 406-245-3107 911 Qwest
09/24/2012	759423	Qwest Communications	58.09	2250-22320-403450	Qwest 406-245-2296 911 Qwest
09/24/2012	759427	Richard Miller	2,900.00	5410-31210-407840	SW refund for tax codes A02936 and A2937
09/24/2012	759428	Rimrock Foundation	3,065.87	0100-12530-403575	Drug Court.August 2012
09/24/2012	759429	Riverside Sand & Gravel Inc	6,203.74	8450-31860-409310	WO 10-30 BROADWATER & 32N D STREET RT TURN LANE; CHANGE ORDER #1 (4664.80)
09/24/2012	759443	Solid Waste Systems Inc	195.15	5410-31220-402320	0057184-IN
09/24/2012	759443	Solid Waste Systems Inc	72.46	5410-31220-402320	0057650-IN
09/24/2012	759443	Solid Waste Systems Inc	140.15	5410-31220-402320	0058281-IN
09/24/2012	759443	Solid Waste Systems Inc	2,468.00	5410-31220-404270	30- 96 gallon barrels
09/24/2012	759443	Solid Waste Systems Inc	983.65	5410-31220-402320	0057097-IN
09/24/2012	759443	Solid Waste Systems Inc	1,576.66	5410-31220-402320	0057974-IN
09/24/2012	759446	St Vincent Occupational Health	920.00	0100-17500-403572	Drug Testing/On-Site Nursing/DOT Physicals/Hep B Shots

09/24/2012	759446	St Vincent Occupational Health	70.00	1500-21110-403510	Drug Testing/On-Site Nursing/DOT Physicals/Hep B Shots
09/24/2012	759446	St Vincent Occupational Health	140.00	2110-31320-403510	Drug Testing/On-Site Nursing/DOT Physicals/Hep B Shots
09/24/2012	759446	St Vincent Occupational Health	126.00	5020-75000-403510	Drug Testing/On-Site Nursing/DOT Physicals/Hep B Shots
09/24/2012	759446	St Vincent Occupational Health	84.00	5120-85000-403510	Drug Testing/On-Site Nursing/DOT Physicals/Hep B Shots
09/24/2012	759446	St Vincent Occupational Health	140.00	5410-31210-403510	Drug Testing/On-Site Nursing/DOT Physicals/Hep B Shots
09/24/2012	759446	St Vincent Occupational Health	270.00	5710-71420-403510	Drug Testing/On-Site Nursing/DOT Physicals/Hep B Shots
09/24/2012	759446	St Vincent Occupational Health	230.00	5710-71470-403510	Drug Testing/On-Site Nursing/DOT Physicals/Hep B Shots
09/24/2012	759446	St Vincent Occupational Health	110.00	6010-15530-403510	Drug Testing/On-Site Nursing/DOT Physicals/Hep B Shots
09/24/2012	759446	St Vincent Occupational Health	510.00	6270-17520-405160	Drug Testing/On-Site Nursing/DOT Physicals/Hep B Shots
09/24/2012	759448	Stewart Title Of Billings	10,000.00	2980-66800-407275	CDBG FTHB Tamra Jones, 749 Broadwater Ave.
09/24/2012	759451	Sunset Excavation	550.00	5050-75150-403671	216 N 13
09/24/2012	759451	Sunset Excavation	3,950.00	5050-75150-403671	616 Bazaar Exchange
09/24/2012	759453	Sylvan Nursery	322.56	8720-51980-403650	Fertilizer-Walden Grove
09/24/2012	759453	Sylvan Nursery	754.00	8720-51980-403650	Fertilizer-Country Manor
09/24/2012	759453	Sylvan Nursery	314.60	0100-51120-403650	Fertilizer-Dehler
09/24/2012	759453	Sylvan Nursery	82.86	8720-51980-403650	Fertilizer-CopperRidge
09/24/2012	759453	Sylvan Nursery	270.00	8720-51980-403650	Fertilizer-CopperRidge
09/24/2012	759453	Sylvan Nursery	112.80	0100-51120-403650	Fertilizer-Founders Park
09/24/2012	759453	Sylvan Nursery	438.80	8720-51980-403650	Fertilizer-Terra West
09/24/2012	759453	Sylvan Nursery	135.00	8720-51980-403650	Fertilizer-Terra West
09/24/2012	759453	Sylvan Nursery	45.00	0100-51120-403650	Fertilizer-Community Center
09/24/2012	759453	Sylvan Nursery	322.00	8720-51980-403650	Fertilizer-CopperRidge
09/24/2012	759453	Sylvan Nursery	184.00	8720-51980-403650	Fertilizer-CopperRidge
09/24/2012	759453	Sylvan Nursery	68.00	0100-51120-403650	Fertilizer-Billings Depot
09/24/2012	759453	Sylvan Nursery	142.80	8720-51980-403650	Fertilizer-Aspen Grove
09/24/2012	759453	Sylvan Nursery	64.00	0100-51120-403650	Fertilizer-Community triangles
09/24/2012	759453	Sylvan Nursery	323.98	8720-51980-403650	Fertilizer-CopperRidge

09/24/2012	759453	Sylvan Nursery	121.80	0100-51120-403650	Fertilizer-N 32nd Triangles
09/24/2012	759453	Sylvan Nursery	155.00	0100-51120-403650	Fertilizer-Skatepark
09/24/2012	759453	Sylvan Nursery	86.40	0100-51120-403650	Fertilizer-Rock Island
09/24/2012	759453	Sylvan Nursery	45.00	0100-51120-403650	Fertilizer-Macintyre Triangle
09/24/2012	759453	Sylvan Nursery	45.00	8720-51980-403650	Fertilizer-Rush
09/24/2012	759453	Sylvan Nursery	134.40	8720-51980-403650	Fertilizer-Village West
09/24/2012	759453	Sylvan Nursery	45.00	0100-51120-403650	Fertilizer-Baptis Triangle
09/24/2012	759453	Sylvan Nursery	55.20	8720-51980-403650	Fertilizer-Shiloh Point
09/24/2012	759453	Sylvan Nursery	45.00	0100-51120-403650	Fertilizer-Met
09/24/2012	759453	Sylvan Nursery	622.00	8720-51980-403650	Fertilizer-Kiwanis/Durland
09/24/2012	759453	Sylvan Nursery	45.00	8720-51980-403650	Fertilizer-Falcon Ridge
09/24/2012	759453	Sylvan Nursery	288.80	8720-51980-403650	Fertilizer-Francis Park
09/24/2012	759454	Tank Management Services Inc	8,240.60	5610-71150-403660	Invoice #4719. Replace sensors around the tank at the burn pit.
09/24/2012	759459	Tire-Rama	2,528.00	5410-31220-402390	recaps for stock
09/24/2012	759459	Tire-Rama	60.00	5410-31230-402390	repair tire on ranger
09/24/2012	759459	Tire-Rama	40.00	5410-31230-402390	repair at landfill
09/24/2012	759459	Tire-Rama	3,005.00	5410-31220-402390	our recaps
09/24/2012	759459	Tire-Rama	2,703.50	5410-31220-402390	our recaps for stock
09/24/2012	759459	Tire-Rama	2,301.25	5410-31220-402390	our recpas
09/24/2012	759459	Tire-Rama	374.95	5410-31220-402390	new tire for stock
09/24/2012	759459	Tire-Rama	849.80	5410-31220-402390	new tires for service truck
09/24/2012	759459	Tire-Rama	2,528.00	5410-31220-402390	8 recaps for stock
09/24/2012	759459	Tire-Rama	30.24	2110-31320-402390	1050201761
09/24/2012	759459	Tire-Rama	15.00	2110-31320-402390	1050202881
09/24/2012	759459	Tire-Rama	15.00	2110-31320-402320	1050202483
09/24/2012	759459	Tire-Rama	15.00	2110-31320-402320	1050201912
09/24/2012	759459	Tire-Rama	35.00	2110-31320-402390	1050202921
09/24/2012	759459	Tire-Rama	700.00	5410-31220-402390	repairs
09/24/2012	759459	Tire-Rama	370.00	5410-31220-402390	tire repairs
09/24/2012	759459	Tire-Rama	552.00	5410-31220-402390	tire repairs
09/24/2012	759459	Tire-Rama	755.00	5410-31220-402390	tire repairs
09/24/2012	759459	Tire-Rama	850.00	5410-31220-402390	tire repairs
09/24/2012	759460	Town & Country Supply Association	20,806.93	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 290570
09/24/2012	759460	Town & Country Supply Association	582.36	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 290617

09/24/2012	759460	Town & Country Supply Association	586.21	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 290571
09/24/2012	759460	Town & Country Supply Association	3,340.96	1500-22260-402310	99036: FIRE 1 DIESEL (230 GALLONS); FIRE 3 (200 GALLONS); FIRE 5 (276 GALLONS) DELIVERED 9/12/2012
09/24/2012	759460	Town & Country Supply Association	1,400.48	1500-22260-402310	99036: FIRE 1 UNLEADED (400 GALLONS) DELIVERED ON 9/12/2012
09/24/2012	759460	Town & Country Supply Association	29,330.32	5610-71180-402313	Invoice #99494. QTA Car Rental Fuel
09/24/2012	759462	Tractor & Equipment	107.66	5410-31230-402320	hose and seal o ring for landfill
09/24/2012	759462	Tractor & Equipment	1,348.25	5410-31230-402320	parts for landfill
09/24/2012	759462	Tractor & Equipment	974.00	5410-31230-403620	repair engine for cat at landfill
09/24/2012	759462	Tractor & Equipment	582.98	5410-31230-403620	repair for cat at landfill
09/24/2012	759470	Western Heritage Center	4,166.67	2600-55110-403590	MT Room Digitization Project - Invoice 1505
09/24/2012	759470	Western Heritage Center	583.33	2380-43650-407290	Inv 1504
09/24/2012	759475	Yellowstone County Sheriffs	3,648.73	7170-21660-407865	1/4 Share of Drug forfeiture.
09/24/2012	759475	Yellowstone County Sheriffs	59.16	7170-21660-407865	12-DEA-564369. 3/7 share of Drug Forfeiture.
09/24/2012	759475	Yellowstone County Sheriffs	29,705.22	7170-21660-407865	11-FBI-001279. 3/7 share of Drug Forfeiture.
09/24/2012	759476	Yellowstone Valley Elec	0.00	6070-22350-403410	41790004: FOX/TANK TOWER SITE ELECTRICAL SERVICE
09/24/2012	759476	Yellowstone Valley Elec	149.13	5120-85000-403410	4523 Iron Horse Trl
09/24/2012	759476	Yellowstone Valley Elec	19.00	5120-85000-403410	Winchester Trl/Rod & Gun Club
09/24/2012	759476	Yellowstone Valley Elec	364.67	8100-31830-403410	SILMD 299 Vintage Estates Sub
09/24/2012	759476	Yellowstone Valley Elec	3,074.72	5020-74000-403410	Thomas Pump Station
09/24/2012	759476	Yellowstone Valley Elec	1,178.51	5120-84000-403410	Rehberg Aeration Ponds
09/24/2012	759476	Yellowstone Valley Elec	262.68	5120-85000-403410	2229 Blue Creek Rd
09/24/2012	759476	Yellowstone Valley Elec	267.04	6070-22350-403410	41790002: LANDFILL TOWER SITE ELECTRICAL SERVICE
09/24/2012	759476	Yellowstone Valley Elec	119.05	5120-85000-403410	54th St West/Dovetail
09/24/2012	759476	Yellowstone Valley Elec	801.52	5410-31230-403410	august for electric at landfill
09/24/2012	759476	Yellowstone Valley Elec	59.00	5120-84000-403410	Briarwood/O'Shea Cir
09/24/2012	759476	Yellowstone Valley Elec	648.79	1500-22210-403410	MONTHLY ELECTRICAL SERVICE - FIRE STATION #7 AND PD#3 - 1501 54TH STREET WEST - ACCOUNT #4179013
09/24/2012	759476	Yellowstone Valley Elec	836.08	5120-84000-403410	Rehberg Ranch North Pond

Regular City Council Meeting

Meeting Date: 10/22/2012

TITLE: Payment of Claims October 01, 2012.

PRESENTED BY: Pat M. Weber, Finance Director

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$1,521,600.56 have been audited and are presented for your approval for payment. A complete listing of the claims dated October 1, 2012 is available in the Finance Department.

ALTERNATIVES ANALYZED

No other alternatives were analyzed.

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends that Council approve the Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

Payment of Claims 10-1-2012

AP Report > \$2,500 for 10/01/2012

Check Date	Check	Name	Amount	Account	Item Desc
10/01/2012	759482	Ace Electric Inc	11,683.43	8450-31860-409310	WO 10-31 29TH & CENTRAL SIGNAL
10/01/2012	759483	Ace Hardware Central	431.88	8720-51980-403650	Winterizer weed and feed for PMD parks.
10/01/2012	759483	Ace Hardware Central	1,079.70	8720-51980-403650	Winterizer weed and feed for PMD parks.
10/01/2012	759483	Ace Hardware Central	431.88	8720-51980-403650	Winterizer weed and feed for PMD parks.
10/01/2012	759483	Ace Hardware Central	467.87	8720-51980-403650	Winterizer weed and feed for PMD parks.
10/01/2012	759483	Ace Hardware Central	215.94	8720-51980-403650	Winterizer weed and feed for PMD parks.
10/01/2012	759483	Ace Hardware Central	431.88	8720-51980-403650	Winterizer weed and feed for PMD parks.
10/01/2012	759483	Ace Hardware Central	323.91	8720-51980-403650	Winterizer weed and feed for PMD parks.
10/01/2012	759483	Ace Hardware Central	2,483.31	8720-51980-403650	Winterizer weed and feed for PMD parks.
10/01/2012	759483	Ace Hardware Central	2,555.29	8720-51980-403650	Winterizer weed and feed for PMD parks.
10/01/2012	759483	Ace Hardware Central	647.82	8720-51980-403650	Winterizer weed and feed for PMD parks.
10/01/2012	759483	Ace Hardware Central	107.97	8720-51980-403650	Winterizer weed and feed for PMD parks.
10/01/2012	759483	Ace Hardware Central	935.74	8720-51980-403650	Winterizer weed and feed for PMD parks.
10/01/2012	759483	Ace Hardware Central	215.94	8720-51980-403650	Winterizer weed and feed for PMD parks.
10/01/2012	759483	Ace Hardware Central	431.88	8720-51980-403650	Winterizer weed and feed for PMD parks.
10/01/2012	759483	Ace Hardware Central	1,871.48	8720-51980-403650	Winterizer weed and feed for PMD parks.
10/01/2012	759483	Ace Hardware Central	323.91	8720-51980-403650	Winterizer weed and feed for PMD parks.
10/01/2012	759485	Air Controls Co Inc	85.00	1500-21710-402450	boiler maintenance
10/01/2012	759485	Air Controls Co Inc	3,650.00	1500-21500-402271	Furnished and installed FUJI Cooling mini split model.
10/01/2012	759492	Appassure Software Inc.	3,552.63	5020-73110-403554	AppAssure Backup & Replication for Windows Server Version 5 (2) licenses
					AppAssure Backup & Replication for SQL Server version 5 (2 licenses)
10/01/2012	759492	Appassure Software Inc.	2,368.42	5120-83110-403554	AppAssure Backup & Replication for Windows Server Version 5 (2) licenses
					AppAssure Backup & Replication for SQL Server version 5 (2 licenses)
10/01/2012	759501	Billings Clinic (Police)	600.00	1500-21200-407910	Sane 2012051 -
10/01/2012	759501	Billings Clinic (Police)	600.00	1500-21200-407910	Sane 2012054 -
10/01/2012	759501	Billings Clinic (Police)	600.00	1500-21200-407910	Sane 2012057 -
10/01/2012	759501	Billings Clinic (Police)	600.00	1500-21200-407910	Sane 2012064 -
10/01/2012	759501	Billings Clinic (Police)	600.00	1500-21200-407910	Sane 2012068 -
10/01/2012	759501	Billings Clinic (Police)	600.00	1500-21200-407910	Sane 2012069 -

10/01/2012	759501	Billings Clinic (Police)	600.00	1500-21200-407910	Sane 2012070 -
10/01/2012	759501	Billings Clinic (Police)	600.00	1500-21200-407910	Sane 2012074 -
10/01/2012	759501	Billings Clinic (Police)	600.00	1500-21200-407910	Sane 2012076 -
10/01/2012	759504	Billings Depot Inc	5,246.67	6600-31100-405311	rent
10/01/2012	759504	Billings Depot Inc	7,870.00	6700-31410-405311	rent
10/01/2012	759512	Business Tax Section	179.00	0100-17500-403365	State 1% Business on Jones Construction HR Remodel Agreement
10/01/2012	759512	Business Tax Section	61.38	2120-00000-201100	7-BusTax_912 Should be tied to PO 12-000008 which was inadvertently closed. invoice was issued in fy12; however, the project was not completed to satisfaction. In Sept, planning decided to issue a partial ret rel; therefore, payment was made in fy13
10/01/2012	759512	Business Tax Section	244.14	0100-51120-409370	1% Business Tax for the construction of South Park Gazebo. Payment 1
10/01/2012	759512	Business Tax Section	118.01	8450-31860-409310	WO 10-31 29TH & CENTRAL SIGNALvd 01/24/12
10/01/2012	759512	Business Tax Section	130.20	5050-75150-403671	Water Service Repair List 06.29.12
10/01/2012	759512	Business Tax Section	2,707.83	5030-75910-409340	WO1201 Water & Sewer Replacement
10/01/2012	759512	Business Tax Section	76.85	2050-31310-409310	WO0911 RIMROCK RD - 17TH TO FORSYTHIA
10/01/2012	759512	Business Tax Section	3,457.29	5130-85910-409340	WO1201 Water & Sewer Replacement
10/01/2012	759517	Collision Analysis & Reconstruction	3,750.00	1500-21400-403822	Invoice 12-019, Mapping with CrashZone/CrimeZone software Total Station Set-up, Use, Instrument Checks & Calibration. Incorporation with PocketZone software. Training 10/8 - 12/2012
10/01/2012	759519	Cop Construction Co	342,271.35	5130-85910-409340	WO1201 Water & Sewer Replacement
10/01/2012	759519	Cop Construction Co	268,075.17	5030-75910-409340	WO1201 Water & Sewer Replacement
10/01/2012	759523	Cummins Rocky Mountain Llc	2,800.00	1500-22260-402320	004-50188
10/01/2012	759523	Cummins Rocky Mountain Llc	7,950.00	1500-22260-402320	004-50160
10/01/2012	759527	Davey Tree Surgery Company	14,883.99	0100-51140-403990	Pruning and/or removal of 87 hazard trees in Billings Parks.
10/01/2012	759532	Dixie Petro-Chem	2,752.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 290651
10/01/2012	759532	Dixie Petro-Chem	2,752.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 290654

10/01/2012	759534	Downtown Billings BID, Inc.	4,939.89	7800-15750-407680	Paid July, distributed August 2012
10/01/2012	759534	Downtown Billings BID, Inc.	239.72	7800-15750-407680	Paid August, distributed September 2012
10/01/2012	759545	First Interstate Bank	113,065.00	2010-15070-407968	Development agreement. see attached.
10/01/2012	759546	Fisher Construction	24,169.86	0100-51120-409370	Payment 1 for the construction of the South Park Gazebo.
10/01/2012	759559	Hach Company	535.00	5020-74000-402360	Calibration and repair
10/01/2012	759559	Hach Company	535.00	5020-74000-402360	Calibration and repair
10/01/2012	759559	Hach Company	5,136.95	5020-74000-402360	SC200 Standard Controller
10/01/2012	759564	Hdr Inc	2,324.43	5020-74000-403540	WO 12-21 WTP Chemical Bldg/Disinfection Improvements
10/01/2012	759564	Hdr Inc	278.56	5030-74910-409390	WO 12-28 WTP Transformer Replacement
10/01/2012	759564	Hdr Inc	2,628.64	4160-74930-409220	WO0426 ZONE 4 RESERVOIR A ND FACILITIES
10/01/2012	759564	Hdr Inc	5,363.40	5030-74910-409390	WO 11-11 WTP Rapid Mixer
10/01/2012	759567	Integrated Information Solutions In	4,218.00	6200-19110-405370	1 year Maintenance 9406-520 SN/7054D
10/01/2012	759570	Istate Truck Center	81.30	2110-31320-402320	1115842.01
10/01/2012	759570	Istate Truck Center	93.06	2110-31320-402320	1115842.01
10/01/2012	759570	Istate Truck Center	159,650.00	6400-51600-409440	Encumbrance for the purchase of 2 new Standard Construction Cab trucks, 26,000 GVWR maximum with 16' drop-side landscape dump bodies.
10/01/2012	759570	Istate Truck Center	-40.65	2110-31320-402320	1116764.01
10/01/2012	759570	Istate Truck Center	1,750.00	6400-51600-409440	Warrenty and storage box for construction cab trucks for Parks Dept.
10/01/2012	759576	Jones Construction	17,721.00	0100-17500-403365	Human Resources Office Remodel
10/01/2012	759577	Jtl Group Inc Dba Knife River	6,076.12	2120-00000-201100	7-partialretain_912 should tie to PO 12-000007 but PO was inadvertently closed. invoice is dated fy12; however, project is not completed to satification. Planning decided as of Sept to issue a partial retainage release; therefore, payment is in fy13
10/01/2012	759577	Jtl Group Inc Dba Knife River	7,608.15	2050-31310-409310	WO0911 RIMROCK RD - 17TH TO FORSYTHIA
10/01/2012	759578	Kadrmass Lee & Jackson	414.70	8450-31860-409310	WO 04-12 ALKALI CREEK ROAD
10/01/2012	759578	Kadrmass Lee & Jackson	821.91	8450-31860-409310	WO 04-12 ALKALI CREEK ROAD
10/01/2012	759578	Kadrmass Lee & Jackson	901.64	8450-31860-409310	WO 04-12 ALKALI CREEK ROAD

10/01/2012	759578	Kadmas Lee & Jackson	1,442.91	8450-31860-409310	WO 04-12	ALKALI CREEK ROAD
10/01/2012	759578	Kadmas Lee & Jackson	2,210.05	8450-31860-409310	WO 04-12	ALKALI CREEK ROAD
10/01/2012	759584	Knife River	2,127.40	2110-31320-404710	asphalt	
10/01/2012	759584	Knife River	69.30	2110-31320-404710	asphalt	
10/01/2012	759584	Knife River	656.15	2110-31320-404710	asphalt	
10/01/2012	759584	Knife River	781.55	2110-31320-404710	asphalt	
10/01/2012	759584	Knife River	831.05	2110-31320-404710	asphalt	
10/01/2012	759584	Knife River	2,184.60	2110-31320-404710	asphalt	
10/01/2012	759584	Knife River	2,640.00	2110-31320-404710	asphalt	
10/01/2012	759595	Montana Dakota Utilities Co	22.61	5610-71130-403440	31454601	
10/01/2012	759595	Montana Dakota Utilities Co	2,544.22	5610-71120-403440	7387221	
10/01/2012	759595	Montana Dakota Utilities Co	10.40	5610-71170-403440	073858	25. September 2012 TSA Building
10/01/2012	759595	Montana Dakota Utilities Co	10.40	5610-71170-403440	073869	28. September 12 Row 1 Hanar 2
10/01/2012	759595	Montana Dakota Utilities Co	5.20	5020-74000-403440	08156322	
10/01/2012	759595	Montana Dakota Utilities Co	5.20	5020-74000-403440	08156322	
10/01/2012	759595	Montana Dakota Utilities Co	7.91	2950-66980-407275	Gas Bill for 1128 Lynn NSP Property	
10/01/2012	759595	Montana Dakota Utilities Co	191.14	5610-71190-403440	377185	02. September 2012 QTA Car Wash
10/01/2012	759595	Montana Dakota Utilities Co	10.40	5610-71190-403440	379127	01. September 12 Herts Detail Bay
10/01/2012	759595	Montana Dakota Utilities Co	187.23	5610-71190-403440	379125	01. September 2012 QTA Mud Wash
10/01/2012	759595	Montana Dakota Utilities Co	14.80	5610-71190-403440	379131	01. September 12 National/Alamo Detail Bay
10/01/2012	759595	Montana Dakota Utilities Co	24.34	0100-51270-403440	07586821	
10/01/2012	759595	Montana Dakota Utilities Co	22.05	5020-74000-403440	08156521	
10/01/2012	759595	Montana Dakota Utilities Co	211.45	5120-84000-403440	07555321	
10/01/2012	759595	Montana Dakota Utilities Co	422.90	5120-84000-403440	07555321	
10/01/2012	759595	Montana Dakota Utilities Co	211.45	5120-84000-403440	07555321	
10/01/2012	759595	Montana Dakota Utilities Co	16.55	5020-74000-403440	08156421	
10/01/2012	759595	Montana Dakota Utilities Co	82.25	6500-15670-403440	07610421	
10/01/2012	759595	Montana Dakota Utilities Co	15.99	5020-74000-403440	08156721	
10/01/2012	759595	Montana Dakota Utilities Co	12.61	5610-71190-403440	379128	01. September 12 Enterprise Detail Bay
10/01/2012	759595	Montana Dakota Utilities Co	10.40	5210-15950-403440	07624629	
10/01/2012	759595	Montana Dakota Utilities Co	10.40	5020-74000-403440	08156821	
10/01/2012	759595	Montana Dakota Utilities Co	15.38	5610-71190-403440	379129	01. September 12 Avis/Budget Detail Bay
10/01/2012	759595	Montana Dakota Utilities Co	38.75	5020-73140-403440	08157021	
10/01/2012	759595	Montana Dakota Utilities Co	12.92	5120-83140-403440	08157021	

12.06 5610-71190-403440 379130 01. September 12 Thrifty/Dollar Detail

Bay

10/01/2012	759595	Montana Dakota Utilities Co	10.40	5210-15950-403440	07624725
10/01/2012	759595	Montana Dakota Utilities Co	10.40	5210-15950-403440	07624823
10/01/2012	759595	Montana Dakota Utilities Co	46.30	5020-73140-403440	08157121
10/01/2012	759595	Montana Dakota Utilities Co	15.44	5120-83140-403440	08157121
10/01/2012	759595	Montana Dakota Utilities Co	224.52	5710-71430-403440	07647023
10/01/2012	759595	Montana Dakota Utilities Co	10.97	5020-74000-403440	08157221
10/01/2012	759595	Montana Dakota Utilities Co	38.69	1500-22210-403440	07676421
10/01/2012	759595	Montana Dakota Utilities Co	10.40	5020-74000-403440	08157322
10/01/2012	759595	Montana Dakota Utilities Co	44.67	1500-22210-403440	07935121
10/01/2012	759595	Montana Dakota Utilities Co	10.40	5020-74000-403440	31563202
10/01/2012	759595	Montana Dakota Utilities Co	10.97	5410-31230-403440	08073321
10/01/2012	759595	Montana Dakota Utilities Co	10.40	5020-74000-403440	31563302
10/01/2012	759595	Montana Dakota Utilities Co	10.40	5020-74000-403440	31753602
10/01/2012	759595	Montana Dakota Utilities Co	190.68	1500-21710-403440	32062801
10/01/2012	759595	Montana Dakota Utilities Co	182.61	6500-15660-403440	32577402
10/01/2012	759595	Montana Dakota Utilities Co	10.97	6500-15660-403440	32629302
10/01/2012	759595	Montana Dakota Utilities Co	48.80	6500-15660-403440	32708002
10/01/2012	759595	Montana Dakota Utilities Co	22.05	6500-15660-403440	32781001
10/01/2012	759595	Montana Dakota Utilities Co	17.64	0100-51260-403440	34329601
10/01/2012	759595	Montana Dakota Utilities Co	13.19	5210-15920-403440	34941902
10/01/2012	759595	Montana Dakota Utilities Co	23.72	5120-85000-403440	35059801
10/01/2012	759595	Montana Dakota Utilities Co	44.29	1500-22210-403440	35322001
10/01/2012	759595	Montana Dakota Utilities Co	23.73	5120-85000-403440	36738301
10/01/2012	759595	Montana Dakota Utilities Co	23.46	6600-31100-403440	37667401
10/01/2012	759595	Montana Dakota Utilities Co	35.21	6700-31410-403440	37667401
10/01/2012	759596	Montana Law Enforcement Academy	1,200.00	1500-21400-403822	Montana Law Enforcement Academy Tuition - Amanda McKnight
10/01/2012	759596	Montana Law Enforcement Academy	1,200.00	1500-21400-403822	Montana Law Enforcement Academy Tuition - Michael Johnson
10/01/2012	759596	Montana Law Enforcement Academy	1,200.00	1500-21400-403822	Montana Law Enforcement Academy Tuition - Michael Stevens
10/01/2012	759596	Montana Law Enforcement Academy	1,200.00	1500-21400-403822	Montana Law Enforcement Academy Tuition - Tyler Kammerzell
10/01/2012	759599	Morrison Maierle Inc	2,916.34	4070-71280-409397	Invoice #121127. Pond A,B,C Expansion - CA 2447.088.01

10/01/2012	759599	Morrison Maierle Inc	12,270.60	4070-71280-409397	Invoice #121129. Pond C Plunge Pool - design 2447.091
10/01/2012	759599	Morrison Maierle Inc	664.10	4070-71280-409397	Invoice #121130. Pond C Plunge Pool - CA 2447.091.01
10/01/2012	759602	MT Waterworks	3,124.00	5020-00000-141000	SYSTEMS PO NUM 290631
10/01/2012	759602	MT Waterworks	1,485.44	5020-00000-141000	SYSTEMS PO NUM 290661
10/01/2012	759607	Northwestern Energy	8,132.96	6500-15670-403410	01005073
10/01/2012	759607	Northwestern Energy	529.21	5610-71170-403410	0712792-1. September 2012 IP#7
10/01/2012	759607	Northwestern Energy	8.95	0100-51120-403410	07230907
10/01/2012	759607	Northwestern Energy	234.91	8720-51980-403410	10590933
10/01/2012	759607	Northwestern Energy	469.11	6600-31100-403410	17413147
10/01/2012	759607	Northwestern Energy	703.68	6700-31410-403410	17413147
10/01/2012	759607	Northwestern Energy	32,144.85	5020-74000-403410	2251 Belknap Ave
10/01/2012	759607	Northwestern Energy	7,956.63	5020-74000-403410	3116 17th St West
10/01/2012	759607	Northwestern Energy	1,014.46	0100-51120-403410	15942824
10/01/2012	759607	Northwestern Energy	188.30	5710-71480-403410	17847567
10/01/2012	759607	Northwestern Energy	120,543.18	5020-74000-403410	2251 Belknap Ave
10/01/2012	759607	Northwestern Energy	7,956.62	5020-74000-403410	3116 17th St West
10/01/2012	759607	Northwestern Energy	91.70	0100-51220-403410	07126832
10/01/2012	759607	Northwestern Energy	1,717.23	5610-71170-403410	0712800-2. September 2012 IP#9
10/01/2012	759607	Northwestern Energy	1,253.65	0100-51120-403410	07231707
10/01/2012	759607	Northwestern Energy	213.14	1500-21150-403410	19841501
10/01/2012	759607	Northwestern Energy	6,027.16	5020-73140-403410	2251 Belknap Ave
10/01/2012	759607	Northwestern Energy	663.15	1500-22210-403410	07125370
10/01/2012	759607	Northwestern Energy	166.19	5610-71170-403410	0712799-6. September 2012 IP#8
10/01/2012	759607	Northwestern Energy	8.95	0100-51120-403410	07231624
10/01/2012	759607	Northwestern Energy	23.03	5710-71480-403410	07127640
10/01/2012	759607	Northwestern Energy	7.15	5610-71170-403410	0712809-3. September 2012 IP#11
10/01/2012	759607	Northwestern Energy	7.15	0100-51120-403410	07236441
10/01/2012	759607	Northwestern Energy	295.23	1500-21150-403410	19841550
10/01/2012	759607	Northwestern Energy	2,009.05	5120-83140-403410	2251 Belknap Ave
10/01/2012	759607	Northwestern Energy	121.87	5610-71170-403410	0712817-6. September 2012 IP House
10/01/2012	759607	Northwestern Energy	344.39	5210-15950-403410	07208291
10/01/2012	759607	Northwestern Energy	7.69	0100-51120-403410	07236458
10/01/2012	759607	Northwestern Energy	7.15	0100-51120-403410	08317026
10/01/2012	759607	Northwestern Energy	21.59	0100-51120-403410	07894371
10/01/2012	759607	Northwestern Energy	344.39	1500-22210-403410	07208408

10/01/2012 759607 Northwestern Energy 57.23 5610-71130-403410 0719616-5. September 2012 ARFF Facility Lights

10/01/2012	759607	Northwestern Energy	1,434.41	5210-15920-403410	07208341
10/01/2012	759607	Northwestern Energy	0.68	0100-51120-403410	07222540
10/01/2012	759607	Northwestern Energy	3,226.31	5020-74000-403410	07222524
10/01/2012	759607	Northwestern Energy	7.15	0100-51120-403410	07222474
10/01/2012	759607	Northwestern Energy	319.20	0100-51120-403410	07222516
10/01/2012	759607	Northwestern Energy	331.66	6070-22350-403410	07215809
10/01/2012	759607	Northwestern Energy	13.41	0100-51120-403410	07222375
10/01/2012	759607	Northwestern Energy	11.41	0100-51120-403410	07222920
10/01/2012	759607	Northwestern Energy	65.78	0100-51120-403410	07222938
10/01/2012	759607	Northwestern Energy	13.83	0100-51120-403410	07222698
10/01/2012	759607	Northwestern Energy	26.10	0100-51120-403410	07222680
10/01/2012	759607	Northwestern Energy	10.33	0100-51120-403410	07229057
10/01/2012	759607	Northwestern Energy	257.62	0100-51120-403410	07230352
10/01/2012	759607	Northwestern Energy	8.52	0100-51120-403410	07230360
10/01/2012	759607	Northwestern Energy	181.78	0100-51120-403410	07230378
10/01/2012	759607	Northwestern Energy	55.75	0100-51120-403410	07230386
10/01/2012	759607	Northwestern Energy	26.77	0100-51120-403410	07230428
10/01/2012	759607	Northwestern Energy	6,183.47	5020-74000-403410	07230436
10/01/2012	759607	Northwestern Energy	32.61	0100-51120-403410	07222664
10/01/2012	759607	Northwestern Energy	126.99	0100-51120-403410	07222656
10/01/2012	759607	Northwestern Energy	90.22	0100-51120-403410	07222631
10/01/2012	759607	Northwestern Energy	41.28	0100-51120-403410	07222623
10/01/2012	759607	Northwestern Energy	44.57	0100-51120-403410	07222615
10/01/2012	759607	Northwestern Energy	533.62	0100-51120-403410	07222573
10/01/2012	759607	Northwestern Energy	304.55	0100-51120-403410	07222607
10/01/2012	759607	Northwestern Energy	89.05	0100-51120-403410	07222557
10/01/2012	759607	Northwestern Energy	748.07	0100-51120-403410	07230444
10/01/2012	759607	Northwestern Energy	100.79	0100-51120-403410	07230485
10/01/2012	759607	Northwestern Energy	147.65	0100-51120-403410	07230501
10/01/2012	759607	Northwestern Energy	52.52	0100-51120-403410	07230519
10/01/2012	759607	Northwestern Energy	68.30	0100-51120-403410	07230527
10/01/2012	759607	Northwestern Energy	559.10	0100-51120-403410	07230543
10/01/2012	759607	Northwestern Energy	7.15	0100-51120-403410	07230550
10/01/2012	759607	Northwestern Energy	32.39	0100-51120-403410	07230568
10/01/2012	759607	Northwestern Energy	265.22	0100-51120-403410	07229339

10/01/2012	759607	Northwestern Energy	7.56	0100-51120-403410	07230576	
10/01/2012	759607	Northwestern Energy	19.98	0100-51120-403410	07230584	
10/01/2012	759611	PARKER AG SERVICES LLC	42,055.00	5120-84000-402450	WO 11-16	WWTP Digester Cleaning
10/01/2012	759614	Public Utilities	2,423.47	8720-51980-403420	13592326953	
10/01/2012	759614	Public Utilities	86.75	8720-51980-403420	14662318478	
10/01/2012	759614	Public Utilities	493.23	8720-51980-403420	13019521993	
10/01/2012	759614	Public Utilities	432.91	8720-51980-403420	8934540476600	
10/01/2012	759614	Public Utilities	63.75	8720-51980-403420	490833852	
10/01/2012	759614	Public Utilities	2,424.97	8720-51980-403420	13019519760	
10/01/2012	759614	Public Utilities	41.43	0100-51120-403420	7071528	
10/01/2012	759616	R & D Systems	4,365.00	2110-31320-403160		installation of new narrowband radio units in trucks
10/01/2012	759621	Sanderson Stewart	2,684.42	2120-00000-201100	Inv Retainage R0912	-partial. invoice is dated fy 12; however project was not complete to satisfaction. planning decided to issue a partial retainage release in Sept; therefore, payment. was made in fy13
10/01/2012	759621	Sanderson Stewart	73,049.81	5030-75910-409340	WO 12-01	2012 Water & Sewer Replacement Sch 1
10/01/2012	759621	Sanderson Stewart	2,402.53	5130-85910-409340	WO 12-12	Bench Blvd Sewer Extensions
10/01/2012	759630	Springsted	7,446.45	4390-31650-405510	1-001061.117.	pooled curb and sidewalk bonds, series 2012
10/01/2012	759630	Springsted	2,326.00	4410-31650-405510	1-001061.117.	pooled curb and sidewalk bonds, series 2012
10/01/2012	759635	Sunset Excavation	12,889.80	5050-75150-403671	Water Service Repair List 06.29.12	
10/01/2012	759636	Sylvan Nursery	112.80	0100-51120-403650	Weed control for Founders.	
10/01/2012	759636	Sylvan Nursery	288.80	8720-51980-403650	Weed control for Francis Park.	
10/01/2012	759636	Sylvan Nursery	134.40	8720-51980-403650	Weed control for Village West.	
10/01/2012	759636	Sylvan Nursery	142.80	8720-51980-403650	Weed control for Aspen Grove.	
10/01/2012	759636	Sylvan Nursery	322.56	8720-51980-403650	Weed control for Walden Grove.	
10/01/2012	759636	Sylvan Nursery	45.00	0100-51120-403650	Weed control for Baptist Triangle.	
10/01/2012	759636	Sylvan Nursery	68.00	0100-51120-403650	Weed control for Billings Depot.	
10/01/2012	759636	Sylvan Nursery	45.00	0100-51120-403650	Weed control for Community Center.	
10/01/2012	759636	Sylvan Nursery	64.00	0100-51120-403650	Weed control for Community Triangle.	
10/01/2012	759636	Sylvan Nursery	323.98	8720-51980-403650	Weed control for CopperRidge.	
10/01/2012	759636	Sylvan Nursery	754.00	8720-51980-403650	Weed control for Country Manor.	
10/01/2012	759636	Sylvan Nursery	314.60	0100-51120-403650	Weed control for Dehler.	

10/01/2012	759636	Sylvan Nursery	184.00	8720-51980-403650	Weed control for CopperRidge.
10/01/2012	759636	Sylvan Nursery	322.00	8720-51980-403650	Weed control for CopperRidge.
10/01/2012	759636	Sylvan Nursery	270.00	8720-51980-403650	Weed control for CopperRidge.
10/01/2012	759636	Sylvan Nursery	82.86	8720-51980-403650	Weed control for CopperRidge.
10/01/2012	759636	Sylvan Nursery	45.00	8720-51980-403650	Weed control for Rush Park.
10/01/2012	759636	Sylvan Nursery	86.40	0100-51120-403650	Weed control for Rock Island.
10/01/2012	759636	Sylvan Nursery	155.00	0100-51120-403650	Weed control for SkatePark.
10/01/2012	759636	Sylvan Nursery	55.20	8720-51980-403650	Weed control for Shiloh Point.
10/01/2012	759636	Sylvan Nursery	135.00	8720-51980-403650	Weed control for Terra West Entrance.
10/01/2012	759636	Sylvan Nursery	438.80	8720-51980-403650	Weed control for Terra West.
10/01/2012	759636	Sylvan Nursery	45.00	0100-51120-403650	Weed control for Macintyre.
10/01/2012	759636	Sylvan Nursery	45.00	0100-51120-403650	Weed control for MET.
10/01/2012	759636	Sylvan Nursery	121.80	0100-51120-403650	Weed control for N. 32nd triangles.
10/01/2012	759636	Sylvan Nursery	622.00	8720-51980-403650	Weed control for Kiwanis/Durland.
10/01/2012	759636	Sylvan Nursery	45.00	8720-51980-403650	Weed control for Falcon Ridge.
10/01/2012	759642	Town & Country Supply Association	14,153.60	6010-00000-141000	98592 PO NUM 290646
10/01/2012	759642	Town & Country Supply Association	13,311.20	6010-00000-141000	98593 PO NUM 290641
10/01/2012	759647	Verizon Wireless	459.50	5610-71100-403450	Airport
10/01/2012	759647	Verizon Wireless	200.09	1500-21700-403450	Animal Shelter MDT
10/01/2012	759647	Verizon Wireless	85.88	7170-21660-403450	CCSIU
10/01/2012	759647	Verizon Wireless	40.03	7170-21660-403450	CCSIU Air Card
10/01/2012	759647	Verizon Wireless	150.16	1500-21700-403450	Animal Shelter
10/01/2012	759647	Verizon Wireless	440.16	7170-21660-403450	CCSIU Cell/PTT
10/01/2012	759647	Verizon Wireless	80.02	7170-21660-403450	CCSIU RAVEN
10/01/2012	759647	Verizon Wireless	49.08	0100-16110-403450	Legal
10/01/2012	759647	Verizon Wireless	52.56	1500-22250-403450	Comm Center 911
10/01/2012	759647	Verizon Wireless	40.01	1500-22210-403450	Fire MIFI
10/01/2012	759647	Verizon Wireless	83.99	6500-15670-403450	Facilities City Hall Plus 30% of 406-672-3027
10/01/2012	759647	Verizon Wireless	120.03	6200-19110-403450	ITD Air Card & MIFI
10/01/2012	759647	Verizon Wireless	64.85	6500-15650-403450	Facilities BOC Plus 70% of 406-672-3027
10/01/2012	759647	Verizon Wireless	640.34	1500-22210-403450	Fire MDT
10/01/2012	759647	Verizon Wireless	240.08	2090-44510-403450	Building Air Cards
10/01/2012	759647	Verizon Wireless	26.16	2600-55170-403450	Library Outreach

10/01/2012	759647	Verizon Wireless	35.82	6200-19110-403450	ITD
10/01/2012	759647	Verizon Wireless	40.03	0100-51120-403450	Parks PMD Air Card
10/01/2012	759647	Verizon Wireless	13.07	6200-19130-403450	ITD GIS
10/01/2012	759647	Verizon Wireless	154.69	1500-21110-403450	Police US Marshall MDT
10/01/2012	759647	Verizon Wireless	88.86	0100-15120-403450	Finance Pat Weber
10/01/2012	759647	Verizon Wireless	120.07	2600-55170-403450	Library Outreach Air Cards
10/01/2012	759647	Verizon Wireless	73.82	0100-17500-403450	Human Resources
10/01/2012	759647	Verizon Wireless	40.01	1500-21110-403450	Police ICAC
10/01/2012	759647	Verizon Wireless	592.13	1500-22210-403450	Fire Department
10/01/2012	759647	Verizon Wireless	3,523.42	1500-21110-403450	Police MDT Toughbook
10/01/2012	759647	Verizon Wireless	72.25	0100-51100-403450	PRPL Admin
10/01/2012	759647	Verizon Wireless	56.84	5210-15210-403450	Parking
10/01/2012	759647	Verizon Wireless	23.87	2490-21960-403450	Police DV 406-698-1391
10/01/2012	759647	Verizon Wireless	341.08	1500-21110-403450	Police Resource Officers
10/01/2012	759647	Verizon Wireless	90.37	2510-21870-403450	Police Forensic 406-794-6880
10/01/2012	759647	Verizon Wireless	148.56	0100-51210-403450	PRPL Recreation
10/01/2012	759647	Verizon Wireless	66.74	0100-51400-403450	Cemetery
10/01/2012	759647	Verizon Wireless	158.13	0100-51210-403450	PRPL Seasonal
10/01/2012	759647	Verizon Wireless	67.32	6600-31100-403450	Public Works Admin
10/01/2012	759647	Verizon Wireless	218.65	0100-51120-403450	Parks Irrigation
10/01/2012	759647	Verizon Wireless	932.17	0100-51120-403450	Parks
10/01/2012	759647	Verizon Wireless	43.75	0100-51120-403450	Parks PMD
10/01/2012	759647	Verizon Wireless	3,174.31	1500-21110-403450	Police
10/01/2012	759647	Verizon Wireless	13.07	2400-43010-403450	Planning
10/01/2012	759647	Verizon Wireless	143.08	0100-12120-403450	Municipal Court Judge
10/01/2012	759647	Verizon Wireless	40.01	0100-13130-403450	City Administration 406-839-4295
					Bruce McCandless
10/01/2012	759647	Verizon Wireless	60.40	0100-12200-403450	Drug Court
10/01/2012	759647	Verizon Wireless	80.02	0100-43210-403450	Code Enforcement Air Cards
10/01/2012	759647	Verizon Wireless	51.21	6010-15500-403450	Motor Pool
10/01/2012	759647	Verizon Wireless	40.01	6700-31410-403450	Engineering Air Card
10/01/2012	759647	Verizon Wireless	175.87	2600-55120-403450	Library
10/01/2012	759647	Verizon Wireless	42.74	0100-11000-403450	Mayor
10/01/2012	759647	Verizon Wireless	18.02	5020-75000-403450	PUD Air Card 60% 5020 75000 403450
					PUD Air Card 40% 5120 85000 403450
10/01/2012	759647	Verizon Wireless	12.00	5120-85000-403450	PUD Air Card 60% 5020 75000 403450
					PUD Air Card 40% 5120 85000 403450

10/01/2012	759647	Verizon Wireless	69.42	5020-73110-403450	Belknap Office 60% 5020-73110-403450
					Belknap Office 40\$ 5120-83110-403450
10/01/2012	759647	Verizon Wireless	46.28	5120-83110-403450	Belknap Office 60% 5020-73110-403450
					Belknap Office 40\$ 5120-83110-403450
10/01/2012	759647	Verizon Wireless	442.28	5020-73120-403450	PWBLKNP MTRSHOP
10/01/2012	759647	Verizon Wireless	86.78	5020-73140-403450	PWBLKNP STORES 75% 5020-73140-403450
					PWBLKNP STORES 25% 5120-83140-403450
10/01/2012	759647	Verizon Wireless	28.92	5120-83140-403450	PWBLKNP STORES 75% 5020-73140-403450
					PWBLKNP STORES 25% 5120-83140-403450
10/01/2012	759647	Verizon Wireless	1,022.92	5120-84000-403450	Wastewater Treatment Plant
10/01/2012	759647	Verizon Wireless	22.77	6060-19310-403450	TeleComm Manager
10/01/2012	759647	Verizon Wireless	91.98	5710-71420-403160	On Call MET
10/01/2012	759647	Verizon Wireless	36.78	5710-71410-403450	MET Transit
10/01/2012	759647	Verizon Wireless	90.94	0100-43210-403450	Code Enforcement
10/01/2012	759647	Verizon Wireless	178.10	5710-71470-403160	MET Transit AVL Account 770599076-00001
10/01/2012	759647	Verizon Wireless	838.47	0100-51120-403450	PRPL-PARKS-SEASONAL
10/01/2012	759647	Verizon Wireless	793.00	5020-74000-403450	Water Treatment
					PWBelknap-WT
10/01/2012	759647	Verizon Wireless	19.28	5020-77000-403450	PUD Environmental 50% 5020-77000-403450
					PUD Environmental 50% 5120-87000-403450
10/01/2012	759647	Verizon Wireless	19.28	5120-87000-403450	PUD Environmental 50% 5020-77000-403450
					PUD Environmental 50% 5120-87000-403450
10/01/2012	759647	Verizon Wireless	455.97	5020-75000-403450	Distribution & Collection 60% 5020-75000-403450
					Distribution & Collection 40\$ 5120-85000-403450
10/01/2012	759647	Verizon Wireless	303.97	5120-85000-403450	Distribution & Collection 60% 5020-75000-403450
					Distribution & Collection 40\$ 5120-85000-403450
10/01/2012	759647	Verizon Wireless	83.26	5410-31230-403450	Solid Waste On Call
10/01/2012	759647	Verizon Wireless	405.83	2110-31320-403450	Streets
10/01/2012	759647	Verizon Wireless	101.71	5410-31210-403450	Solid Waste
10/01/2012	759647	Verizon Wireless	346.33	6700-31410-403450	Engineering
10/01/2012	759647	Verizon Wireless	140.47	2090-44510-403450	Building

Regular City Council Meeting

Meeting Date: 10/22/2012

TITLE: Payment of Claims-April 1, 2012 through June 30, 2012

PRESENTED BY: Shannon Johnson

Department: Court

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$837,548.61 have been audited and are presented for Council approval for payment. A complete listing of the claims dated April 1, 2012 through June 30, 2012 is on file in the Municipal Court. Claims include payments to individual victims and businesses for restitution, disbursement of surcharges and revenues and return of bonds posted to ensure court appearance.

ALTERNATIVES ANALYZED

The Council may:

- Approve the payment of claims; or
- Deny the payment of claims

FINANCIAL IMPACT

None.

RECOMMENDATION

Staff recommends that Council approve Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

Check Register

Check Register

Bank: US BANK - Account: 150095602101

Date Range: From 04/01/2012 to 06/30/2012

All Check Types

Sorted by Check Number

Check Number	Date	Payee	Amount	Status	Cleared
14976	04/06/2012	First National Pawn	60.00	Cleared	05/31/2012
14977	04/06/2012	K-Mart	25.00	Cleared	04/30/2012
14978	04/06/2012	Kmart	20.00	Cleared	04/30/2012
14979	04/06/2012	Rimrock Foundation	25.00	Cleared	04/30/2012
14980	04/06/2012	Target	31.83	Cleared	07/31/2012
14981	04/06/2012	Target	100.00	Cleared	07/31/2012
14982	04/06/2012	Andrea Mae Delao	50.00	Cleared	04/30/2012
14983	04/06/2012	Assurant Health	38.75	Cleared	07/31/2012
14984	04/06/2012	Beth Jones	50.00	Cleared	04/30/2012
14985	04/06/2012	Brad Blythe	50.00	Cleared	04/30/2012
14986	04/06/2012	Bryan Eden	275.00	Cleared	04/30/2012
14987	04/06/2012	Carlie Sturgill	50.00	Cleared	04/30/2012
14988	04/06/2012	Cindy Wardrip	50.00	Cleared	04/30/2012
14989	04/06/2012	City Of Billings Police Dept.	100.00	Cleared	05/31/2012
14990	04/06/2012	City Treasurer	216761.46	Cleared	04/30/2012
14991	04/06/2012	Connie Goodbear	50.00	Cleared	04/30/2012
14992	04/06/2012	Crime Victim Compensation	150.00	Cleared	04/30/2012
14993	04/06/2012	Denise Luoma Collins	6.28	Cleared	06/30/2012
14994	04/06/2012	Esperanza M Monroy	50.00	Cleared	04/30/2012
14995	04/06/2012	Fernando Omar Contreras	20.00	Cleared	04/30/2012
14996	04/06/2012	First Interstate Bank Attn: Brian Brown	25.00	Cleared	04/30/2012
14997	04/06/2012	Frank Remmelsberger	150.00	Cleared	04/30/2012
14998	04/06/2012	Frank Remmelsberger	250.00	Cleared	04/30/2012
14999	04/06/2012	Holiday Store	232.50	Cleared	04/30/2012
15000	04/06/2012	Jacob Brosobich	50.00	Cleared	08/31/2012
15001	04/06/2012	James Heins	350.00	Cleared	04/30/2012
15002	04/06/2012	James Patrick Oberg	250.00	Cleared	04/30/2012
15003	04/06/2012	Jason Eugene Braley	10.00	Cleared	04/30/2012
15004	04/06/2012	Jeff Sekavec	50.00	Cleared	04/30/2012
15005	04/06/2012	John Edward Williams	15.00	Outstanding	
15006	04/06/2012	Kathie Grinder	25.00	Cleared	04/30/2012
15007	04/06/2012	Kenneth Romero	50.00	Cleared	04/30/2012
15008	04/06/2012	Kohl's Corporate Loss Prevention	4.00	Cleared	04/30/2012
15009	04/06/2012	Kristi Robertson	790.00	Cleared	04/30/2012
15010	04/06/2012	Kyle Nelson	350.00	Cleared	04/30/2012
15011	04/06/2012	Lacy J Brennan	365.00	Cleared	04/30/2012

Check Register

Bank: US BANK - Account: 150095602101

Date Range: From 04/01/2012 to 06/30/2012

All Check Types

Sorted by Check Number

Check Number	Date	Payee	Amount	Status	Cleared
15012	04/06/2012	Larry Erpenbach	1595.00	Cleared	04/30/2012
15013	04/06/2012	Lynet White	195.00	Cleared	04/30/2012
15014	04/06/2012	MSB Collections	50.00	Cleared	04/30/2012
15015	04/06/2012	Mariah Eslinger	60.00	Cleared	04/30/2012
15016	04/06/2012	Michael Lawrence Nagel	360.00	Cleared	04/30/2012
15017	04/06/2012	Municipal Services Bureau	16708.06	Cleared	04/30/2012
15018	04/06/2012	Preston Elizabeth Benge	1095.00	Cleared	04/30/2012
15019	04/06/2012	Robert A Haman	25.00	Cleared	04/30/2012
15020	04/06/2012	Robin Dildine	50.00	Cleared	04/30/2012
15021	04/06/2012	Roxanne Tucker	325.00	Cleared	04/30/2012
15022	04/06/2012	Roxanne Tucker	1190.00	Cleared	04/30/2012
15023	04/06/2012	Scott Robert Schultz	720.00	Cleared	05/31/2012
15024	04/06/2012	Shelley Pierce	50.00	Cleared	04/30/2012
15025	04/06/2012	Shsadow Adams	315.00	Cleared	04/30/2012
15026	04/06/2012	Songyon Kim Bratton	40.00	Cleared	04/30/2012
15027	04/06/2012	St. Vincent Healthcare	38.74	Cleared	05/31/2012
15028	04/06/2012	Summer Dellwo	720.00	Cleared	04/30/2012
15029	04/06/2012	Tamara V Allen	10.85	Cleared	04/30/2012
15030	04/06/2012	Target	50.00	Cleared	07/31/2012
15031	04/06/2012	The Kohls	114.00	Cleared	05/31/2012
15032	04/06/2012	The Outfitter Cabella's	17.17	Cleared	04/30/2012
15033	04/06/2012	Tim Trang	100.00	Cleared	04/30/2012
15034	04/06/2012	Timothy Nelsen	77.50	Cleared	07/31/2012
15035	04/06/2012	Tom Cummings	100.00	Cleared	05/31/2012
15036	04/06/2012	Westley Fuchs	200.00	Cleared	04/30/2012
15037	04/06/2012	Yellowstone County Treasurer	16487.40	Cleared	04/30/2012
15038	04/06/2012	Zoann, Brenda, Scott	1000.00	Cleared	05/31/2012
15039	04/16/2012	Kmart	10.00	Cleared	04/30/2012
15040	04/16/2012	Allen Propp	50.00	Cleared	05/31/2012
15041	04/16/2012	Altimus Distributing	25.00	Cleared	04/30/2012
15042	04/16/2012	Bergen, Perry Dean	715.00	Cleared	04/30/2012
15043	04/16/2012	Bruce M Thomas	50.00	Cleared	05/31/2012
15044	04/16/2012	Carroll Dyrneforth Anawalt	45.00	Cleared	04/30/2012
15045	04/16/2012	Catherine Jane Grott	50.00	Cleared	05/31/2012
15046	04/16/2012	Cheryl Rhodes	50.00	Cleared	05/31/2012
15047	04/16/2012	Crime Victim Compensation Program	25.00	Cleared	04/30/2012

Check Register

Bank: US BANK - Account: 150095602101

Date Range: From 04/01/2012 to 06/30/2012

All Check Types

Sorted by Check Number

Check Number	Date	Payee	Amount	Status	Cleared
15048	04/16/2012	Crime Victim Compensation Program	25.00	Cleared	04/30/2012
15049	04/16/2012	Crime Victim Compensation Program	100.00	Cleared	04/30/2012
15050	04/16/2012	Diane Rukstad	420.00	Cleared	04/30/2012
15051	04/16/2012	Durene Bowman	1340.00	Cleared	04/30/2012
15052	04/16/2012	Durene Bowman	2000.00	Cleared	04/30/2012
15053	04/16/2012	Durene Bowman	2000.00	Cleared	04/30/2012
15054	04/16/2012	First Interstate Bank Attn: Brian Brown	12.50	Cleared	04/30/2012
15055	04/16/2012	Gisele Harman	95.00	Cleared	05/31/2012
15056	04/16/2012	Gregory Neill	1240.00	Cleared	05/31/2012
15057	04/16/2012	Holiday Gas	44.59	Cleared	04/30/2012
15058	04/16/2012	Ivan James Steiger	720.00	Cleared	04/30/2012
15059	04/16/2012	Jody Alexander Brown	395.00	Cleared	04/30/2012
15060	04/16/2012	Lacey Herbst	50.00	Cleared	04/30/2012
15061	04/16/2012	Lisa Ariana Silsbee	620.00	Cleared	05/31/2012
15062	04/16/2012	Marge Prokop	295.00	Cleared	04/30/2012
15063	04/16/2012	Marissa Christina Gideon	40.00	Cleared	05/31/2012
15064	04/16/2012	Mark Lawler	50.00	Cleared	05/31/2012
15065	04/16/2012	Mary Catherin Rizzolo	15.00	Cleared	05/31/2012
15066	04/16/2012	Melanie Jensen	1000.00	Cleared	04/30/2012
15067	04/16/2012	Michael Hartman	25.00	Cleared	04/30/2012
15068	04/16/2012	Micky Whitmyer	100.00	Cleared	04/30/2012
15069	04/16/2012	Pamela E. Randall	790.00	Cleared	04/30/2012
15070	04/16/2012	Ralph Snodgrass	2000.00	Cleared	04/30/2012
15071	04/16/2012	Richard Doherty	3000.00	Cleared	04/30/2012
15072	04/16/2012	Rita Stewart	1210.00	Cleared	04/30/2012
15073	04/16/2012	Ryan Hamman	50.00	Cleared	04/30/2012
15074	04/16/2012	Shelbi M Godfrey	60.00	Cleared	04/30/2012
15075	04/16/2012	Stacie M Warehime	75.00	Cleared	04/30/2012
15076	04/16/2012	Vaclav Trnka	50.00	Cleared	04/30/2012
15077	04/20/2012	1st National Pawn	6.00	Cleared	04/30/2012
15078	04/20/2012	AARON SPARBOE	1015.00	Cleared	04/30/2012
15079	04/20/2012	Amy Craig	400.00	Cleared	04/30/2012
15080	04/20/2012	Billings Parks, Recreation and Land	25.00	Cleared	05/31/2012
15081	04/20/2012	Craig Rider	50.00	Cleared	05/31/2012
15082	04/20/2012	Crime Victim Compensation Program	125.00	Cleared	04/30/2012
15083	04/20/2012	Cynthia Letender Dimich	100.00	Cleared	04/30/2012

Check Register

Bank: US BANK - Account: 150095602101

Date Range: From 04/01/2012 to 06/30/2012

All Check Types

Sorted by Check Number

Check Number	Date	Payee	Amount	Status	Cleared
15084	04/20/2012	Fernando Omar Contreras	50.00	Voided	07/31/2012
15085	04/20/2012	Iris Makale Jones	25.00	Cleared	05/31/2012
15086	04/20/2012	JME Apartments	50.00	Cleared	05/31/2012
15087	04/20/2012	Jamie Jawort	100.00	Cleared	04/30/2012
15088	04/20/2012	Joanne Rock Above	50.00	Cleared	04/30/2012
15089	04/20/2012	Karen Geraldine Zaso	20.00	Cleared	05/31/2012
15090	04/20/2012	Kent Florence	50.00	Cleared	04/30/2012
15091	04/20/2012	Laramie Duchien Plainfeather	50.00	Cleared	04/30/2012
15092	04/20/2012	Laramie Duchien Plainfeather	1017.01	Cleared	04/30/2012
15093	04/20/2012	Laura Michelle Gabaldon	50.00	Cleared	06/30/2012
15094	04/20/2012	Margo Jensen	50.00	Cleared	04/30/2012
15095	04/20/2012	Margo Jensen	50.00	Cleared	04/30/2012
15096	04/20/2012	Margo Jensen	50.00	Cleared	04/30/2012
15097	04/20/2012	Misty Rae Harris	40.00	Cleared	04/30/2012
15098	04/20/2012	Northside Pawn	50.00	Cleared	04/30/2012
15099	04/20/2012	Pete Portra	25.00	Cleared	04/30/2012
15100	04/20/2012	Samuel Little	15.00	Cleared	06/30/2012
15101	04/20/2012	Shauna Gay Kerr	99.52	Cleared	05/31/2012
15102	04/20/2012	Shelbi M Godfrey	25.00	Cleared	04/30/2012
15103	04/20/2012	Verlin Charles Hale	15.00	Cleared	04/30/2012
15104	04/20/2012	Wendi Noelle Largent	100.00	Cleared	06/30/2012
15105	04/20/2012	Zachary Wayne Hatch J	50.00	Cleared	04/30/2012
15106	04/27/2012	City Of Billings	50.00	Cleared	05/31/2012
15107	04/27/2012	Denny's Restaurant	34.15	Cleared	05/31/2012
15108	04/27/2012	JC PENNYS	49.00	Cleared	05/31/2012
15109	04/27/2012	United Properties	30.00	Cleared	05/31/2012
15110	04/27/2012	Alvin Braley	140.00	Cleared	05/31/2012
15111	04/27/2012	Amanda Stewart	500.00	Cleared	06/30/2012
15112	04/27/2012	Billeta Hogemark Swallow	80.00	Cleared	05/31/2012
15113	04/27/2012	Christy Aarnold	29.50	Cleared	05/31/2012
15114	04/27/2012	City Of Billings	11.54	Cleared	05/31/2012
15115	04/27/2012	City Of Billings, c/o JoLynn Yerger	75.00	Cleared	05/31/2012
15116	04/27/2012	Crime Victim Comp Program	300.00	Cleared	05/31/2012
15117	04/27/2012	Crime Victim Compensation	25.00	Cleared	05/31/2012
15118	04/27/2012	Crime Victim Compensation	50.00	Cleared	05/31/2012
15119	04/27/2012	Crime Victim Compensation Program	25.00	Cleared	05/31/2012

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15120	04/27/2012	Dan Zahn	13.46	Cleared	06/30/2012
15121	04/27/2012	Denver Prettybear	25.00	Outstanding	
15122	04/27/2012	Edward R Hawthorne	12.50	Cleared	05/31/2012
15123	04/27/2012	First National Pawn	7.50	Cleared	05/31/2012
15124	04/27/2012	J.J. Randall Elton	50.00	Cleared	05/31/2012
15125	04/27/2012	Jacob Brosobich	25.00	Cleared	08/31/2012
15126	04/27/2012	James Novotny	50.00	Cleared	05/31/2012
15127	04/27/2012	Jennifer Avants	25.00	Cleared	05/31/2012
15128	04/27/2012	June Ortman	50.00	Cleared	05/31/2012
15129	04/27/2012	Katherine L Rogers	25.00	Cleared	05/31/2012
15130	04/27/2012	Laura Michelle Gabaldon	50.00	Cleared	06/30/2012
15131	04/27/2012	Leanne Yucha	50.00	Cleared	05/31/2012
15132	04/27/2012	Loop Paula Louise	295.00	Cleared	05/31/2012
15133	04/27/2012	Mary Valley	50.00	Cleared	05/31/2012
15134	04/27/2012	Natasha Freeman-batt	17.50	Cleared	05/31/2012
15135	04/27/2012	Pacific Steel and Recycling	40.00	Cleared	05/31/2012
15136	04/27/2012	Pete Portra	25.00	Cleared	05/31/2012
15137	04/27/2012	Ron Burgess	595.00	Cleared	05/31/2012
15138	04/27/2012	Shawna K. Hart	195.00	Cleared	05/31/2012
15139	04/27/2012	Tracey Lynn Sprecher	390.00	Cleared	05/31/2012
15140	04/27/2012	Travis David Zuroff	25.00	Cleared	05/31/2012
15141	04/27/2012	Valerie Mcurtry	70.00	Cleared	05/31/2012
15142	05/04/2012	A Plus Flatwork	38.75	Cleared	05/31/2012
15143	05/04/2012	K-Mart	25.00	Cleared	05/31/2012
15144	05/04/2012	Shopko	43.97	Cleared	05/31/2012
15145	05/04/2012	Walmart	542.50	Cleared	05/31/2012
15146	05/04/2012	1st National Pawn	15.00	Cleared	05/31/2012
15147	05/04/2012	Alvin Braley	200.00	Cleared	05/31/2012
15148	05/04/2012	Assurant Health	38.75	Cleared	05/31/2012
15149	05/04/2012	Blue Cross/Blue Shield of New Mexico	2679.16	Cleared	05/31/2012
15150	05/04/2012	Brad Brittson	75.00	Cleared	05/31/2012
15151	05/04/2012	Brad Brittson	135.00	Cleared	05/31/2012
15152	05/04/2012	Brad Brittson	250.00	Cleared	05/31/2012
15153	05/04/2012	City Treasurer	158137.24	Cleared	05/31/2012
15154	05/04/2012	Connie Goodbear	50.00	Cleared	05/31/2012
15155	05/04/2012	Conoco Station	20.00	Cleared	05/31/2012

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15156	05/04/2012	Crime Victim Compensation Program	100.00	Cleared	05/31/2012
15157	05/04/2012	Elsie S Kolstad	10.00	Cleared	05/31/2012
15158	05/04/2012	First National Pawn	42.50	Cleared	05/31/2012
15159	05/04/2012	Holiday	6.53	Cleared	05/31/2012
15160	05/04/2012	Jackie Maestas	200.00	Cleared	05/31/2012
15161	05/04/2012	Jeff Sekavec	50.00	Cleared	05/31/2012
15162	05/04/2012	Kelsey Amini	500.00	Cleared	05/31/2012
15163	05/04/2012	Leon Garcia	100.00	Cleared	05/31/2012
15164	05/04/2012	Leonard E Kenney	30.00	Cleared	05/31/2012
15165	05/04/2012	Mariah Eslinger	50.00	Cleared	05/31/2012
15166	05/04/2012	Municipal Services Bureau	10877.09	Cleared	05/31/2012
15167	05/04/2012	Nancy Simon Bjelland	618.10	Cleared	05/31/2012
15168	05/04/2012	Ponderosa Pawn	100.00	Outstanding	
15169	05/04/2012	Robin Dildine	50.00	Cleared	05/31/2012
15170	05/04/2012	Rodney Hagen	870.00	Cleared	05/31/2012
15171	05/04/2012	Ronald Santi	25.00	Cleared	06/30/2012
15172	05/04/2012	St. Vincent Healthcare	38.74	Cleared	05/31/2012
15173	05/04/2012	Stacey Gonzalez	6.03	Outstanding	
15174	05/04/2012	Stephanie Bodden	50.00	Cleared	05/31/2012
15175	05/04/2012	Taylor Ita	100.00	Cleared	05/31/2012
15176	05/04/2012	Teter, Kathlein C	1045.00	Cleared	05/31/2012
15177	05/04/2012	Tom Cummings	100.00	Cleared	05/31/2012
15178	05/04/2012	Trey Allen Cates	20.00	Cleared	05/31/2012
15179	05/04/2012	Trisha Harper	75.00	Cleared	05/31/2012
15180	05/04/2012	Yellowstone County Treasurer	11455.62	Cleared	05/31/2012
15181	05/04/2012	Zach Couhy	50.00	Cleared	06/30/2012
15182	05/11/2012	Kmart	15.00	Cleared	05/31/2012
15183	05/11/2012	Altimus Distributing	25.00	Cleared	05/31/2012
15184	05/11/2012	Beth Jones	25.00	Cleared	05/31/2012
15185	05/11/2012	Brandy M Hunt	545.00	Cleared	05/31/2012
15186	05/11/2012	Brandy M Hunt	1110.00	Cleared	05/31/2012
15187	05/11/2012	Bruce M Thomas	50.00	Cleared	05/31/2012
15188	05/11/2012	Cindy Wardrip	50.00	Cleared	05/31/2012
15189	05/11/2012	Donna Huffman	50.00	Cleared	05/31/2012
15190	05/11/2012	Esperanza M Monroy	50.00	Cleared	05/31/2012
15191	05/11/2012	First Interstate Bank Attn: Brian Brown	25.00	Cleared	05/31/2012

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15192	05/11/2012	Gary Brink	1000.00	Cleared	05/31/2012
15193	05/11/2012	Gary Schraudner	1000.00	Cleared	05/31/2012
15194	05/11/2012	Harold Phillip Parrott	340.00	Cleared	05/31/2012
15195	05/11/2012	James Palmer	500.00	Cleared	05/31/2012
15196	05/11/2012	Jason Eugene Braley	20.00	Cleared	05/31/2012
15197	05/11/2012	Jim Marshall	50.00	Cleared	06/30/2012
15198	05/11/2012	Joanne Rock Above	50.00	Cleared	05/31/2012
15199	05/11/2012	Ken Kramer	1500.00	Cleared	05/31/2012
15200	05/11/2012	Kim Good	350.00	Cleared	05/31/2012
15201	05/11/2012	Kim Good	500.00	Cleared	05/31/2012
15202	05/11/2012	Kim Good	1240.00	Cleared	05/31/2012
15203	05/11/2012	Knolie Stevenson	275.00	Cleared	05/31/2012
15204	05/11/2012	Laura Michelle Gabaldon	25.00	Cleared	06/30/2012
15205	05/11/2012	NAPA Distribution Center Attn: Loren Zo:	50.00	Cleared	05/31/2012
15206	05/11/2012	Rebecca Rose Montoya	195.00	Cleared	05/31/2012
15207	05/11/2012	Richard Allran	300.00	Cleared	05/31/2012
15208	05/11/2012	Shandel Rena Hart	15.00	Cleared	05/31/2012
15209	05/11/2012	Tamara V Allen	20.00	Cleared	05/31/2012
15210	05/11/2012	Thomas Cunningham	870.00	Cleared	06/30/2012
15211	05/11/2012	Verlin Hale	395.00	Cleared	05/31/2012
15212	05/11/2012	Vianna Lea Newton	10.00	Outstanding	
15213	05/11/2012	Whitney Ybarra	50.00	Outstanding	
15214	05/18/2012	Rimrock Foundation	153.75	Cleared	05/31/2012
15215	05/18/2012	1st National Pawn	35.00	Cleared	05/31/2012
15216	05/18/2012	Allen Propp	25.00	Cleared	06/30/2012
15217	05/18/2012	Catherine Jane Grott	50.00	Cleared	05/31/2012
15218	05/18/2012	Craig Rider	25.00	Cleared	05/31/2012
15219	05/18/2012	Crime Victim Compensation	50.00	Cleared	05/31/2012
15220	05/18/2012	Crime Victim Compensation Program	25.00	Cleared	05/31/2012
15221	05/18/2012	Crime Victim Compensation Program	25.00	Cleared	05/31/2012
15222	05/18/2012	Crime Victim Compensation Program	100.00	Cleared	05/31/2012
15223	05/18/2012	Crystal Lounge	335.00	Cleared	05/31/2012
15224	05/18/2012	First National Pawn	50.00	Cleared	05/31/2012
15225	05/18/2012	Gera Ann Feist	19.00	Cleared	05/31/2012
15226	05/18/2012	Gloria Ann Olson	40.00	Cleared	06/30/2012
15227	05/18/2012	Harold C Lott	336.77	Cleared	05/31/2012

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15228	05/18/2012	John Lewis Mcclusky	141.90	Cleared	05/31/2012
15229	05/18/2012	Kenneth Romero	25.00	Cleared	05/31/2012
15230	05/18/2012	Kent Florence	25.00	Cleared	05/31/2012
15231	05/18/2012	Laura Michelle Gabaldon	75.00	Cleared	06/30/2012
15232	05/18/2012	Mary Valley	50.00	Cleared	05/31/2012
15233	05/18/2012	Michael Hartman	30.00	Cleared	05/31/2012
15234	05/18/2012	Natashia Davis	25.00	Cleared	05/31/2012
15235	05/18/2012	Pacific Steel and Recycling	50.00	Cleared	05/31/2012
15236	05/18/2012	Rocky Village	795.00	Cleared	05/31/2012
15237	05/18/2012	Sasha Rose Cinclair	50.00	Cleared	06/30/2012
15238	05/18/2012	Sheila Lamprecht	50.00	Cleared	05/31/2012
15239	05/18/2012	Sommer Dawn Robison	100.00	Cleared	05/31/2012
15240	05/18/2012	Vaclav Trnka	5.00	Cleared	05/31/2012
15241	05/25/2012	Big Sky Title Loans	25.00	Outstanding	
15242	05/25/2012	K-Mart	50.00	Cleared	07/31/2012
15243	05/25/2012	Kmart	15.00	Cleared	07/31/2012
15244	05/25/2012	Anna Weeks	10.00	Cleared	06/30/2012
15245	05/25/2012	Antonia Agosta	42.58	Cleared	05/31/2012
15246	05/25/2012	Assurant Health	50.00	Cleared	06/30/2012
15247	05/25/2012	Cheryl Rhodes	62.29	Outstanding	
15248	05/25/2012	Christina Gutierrez	45.00	Outstanding	
15249	05/25/2012	Cindy Mae Buckner	50.00	Cleared	06/30/2012
15250	05/25/2012	City Of Billings, c/o JoLynn Yerger	150.00	Cleared	06/30/2012
15251	05/25/2012	Crime Victim Compensation	25.00	Cleared	06/30/2012
15252	05/25/2012	Crime Victim Compensation Program	75.00	Cleared	06/30/2012
15253	05/25/2012	Cynthia Letender Dimich	50.00	Cleared	06/30/2012
15254	05/25/2012	ERIC OUZTS	100.00	Cleared	06/30/2012
15255	05/25/2012	Edward R Hawthorne	12.50	Cleared	07/31/2012
15256	05/25/2012	Edward Weber	50.00	Cleared	06/30/2012
15257	05/25/2012	Erwin Emil Schmidt	19.00	Cleared	05/31/2012
15258	05/25/2012	Fousha, Jaylene M	195.00	Cleared	05/31/2012
15259	05/25/2012	Lacey Herbst	60.00	Cleared	06/30/2012
15260	05/25/2012	Laura Michelle Gabaldon	100.00	Cleared	06/30/2012
15261	05/25/2012	Leonard E Kenney	30.00	Cleared	06/30/2012
15262	05/25/2012	Natasha Freeman-batt	25.00	Cleared	06/30/2012
15263	05/25/2012	Richard James Brown	50.00	Cleared	05/31/2012

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15264	05/25/2012	Ryan Russell Curtis	645.00	Cleared	06/30/2012
15265	05/25/2012	Ryan Russell Curtis	1390.00	Cleared	06/30/2012
15266	05/25/2012	Travis David Zuroff	25.00	Cleared	06/30/2012
15267	05/25/2012	Whitney Ybarra	75.00	Outstanding	
15268	06/01/2012	Andrea Mae Delao	25.00	Cleared	06/30/2012
15269	06/01/2012	Assurant Health	38.75	Cleared	07/31/2012
15270	06/01/2012	Bill Berg	50.00	Cleared	06/30/2012
15271	06/01/2012	City Treasurer	125173.63	Cleared	06/30/2012
15272	06/01/2012	Connie Goodbear	50.00	Cleared	06/30/2012
15273	06/01/2012	Crime Victim Comp Program	300.00	Cleared	06/30/2012
15274	06/01/2012	Crime Victim Compensation	25.00	Cleared	06/30/2012
15275	06/01/2012	Crime Victim Compensation Program	25.00	Cleared	06/30/2012
15276	06/01/2012	Crime Victim Compensation Program	755.40	Cleared	06/30/2012
15277	06/01/2012	Esperanza M Monroy	50.00	Cleared	06/30/2012
15278	06/01/2012	Holiday Store	77.50	Cleared	06/30/2012
15279	06/01/2012	Houston James Bauer	870.00	Cleared	06/30/2012
15280	06/01/2012	J.J. Randall Elton	39.20	Cleared	06/30/2012
15281	06/01/2012	Jodie Frickle	865.00	Cleared	06/30/2012
15282	06/01/2012	Jon Ille	195.00	Cleared	06/30/2012
15283	06/01/2012	Jonathan Eugene Elton	10.80	Cleared	07/31/2012
15284	06/01/2012	Joseph Scott Bykonen	592.78	Cleared	06/30/2012
15285	06/01/2012	June Ortman	50.00	Cleared	06/30/2012
15286	06/01/2012	Karen Geraldine Zaso	20.00	Cleared	06/30/2012
15287	06/01/2012	Kasey Garrett	1000.00	Cleared	06/30/2012
15288	06/01/2012	Katherine L Rogers	25.00	Cleared	06/30/2012
15289	06/01/2012	Kimberly K Bivens	275.00	Cleared	08/31/2012
15290	06/01/2012	Leanne Yucha	50.00	Cleared	06/30/2012
15291	06/01/2012	Marilyn Ruckman	900.00	Cleared	06/30/2012
15292	06/01/2012	Municipal Services Bureau	7722.39	Cleared	06/30/2012
15293	06/01/2012	NAPA Distribution Center Attn: Loren Zo	50.00	Cleared	06/30/2012
15294	06/01/2012	Pete Portra	50.00	Cleared	06/30/2012
15295	06/01/2012	Rocky Village	225.00	Cleared	06/30/2012
15296	06/01/2012	Sommer Dawn Robison	80.00	Cleared	06/30/2012
15297	06/01/2012	St. Vincent Healthcare	38.75	Cleared	06/30/2012
15298	06/01/2012	Steven Fraga	500.00	Cleared	06/30/2012
15299	06/01/2012	Tom Cummings	100.00	Cleared	06/30/2012

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15300	06/01/2012	Trisha Harper	50.00	Cleared	06/30/2012
15301	06/01/2012	Valerie Mcurtry	25.00	Cleared	06/30/2012
15302	06/01/2012	Wendi Noelle Largent	100.00	Cleared	06/30/2012
15303	06/01/2012	Yellowstone County Treasurer	8956.04	Cleared	06/30/2012
15304	06/08/2012	United Properties	50.00	Cleared	06/30/2012
15305	06/08/2012	Alvin Braley	200.00	Cleared	06/30/2012
15306	06/08/2012	Beth Jones	25.00	Cleared	06/30/2012
15307	06/08/2012	Billeta Hogemark Swallow	50.00	Cleared	06/30/2012
15308	06/08/2012	Brad Blythe	50.00	Cleared	06/30/2012
15309	06/08/2012	Brittney David	2000.00	Voided	06/30/2012
15310	06/08/2012	Bruce M Thomas	50.00	Cleared	06/30/2012
15311	06/08/2012	Carlie Sturgill	50.00	Cleared	06/30/2012
15312	06/08/2012	City Of Billings	11.54	Cleared	06/30/2012
15313	06/08/2012	City Of Billings Police Dept.	30.00	Cleared	06/30/2012
15314	06/08/2012	City of Billings Animal Shelter	100.00	Cleared	06/30/2012
15315	06/08/2012	Crystal Meryll Andrew	390.00	Cleared	06/30/2012
15316	06/08/2012	Dan Zahn	13.46	Cleared	06/30/2012
15317	06/08/2012	Donna Huffman	50.00	Cleared	06/30/2012
15318	06/08/2012	Dorothy Jackman	100.00	Cleared	06/30/2012
15319	06/08/2012	Dustin Lee Troup	341.52	Cleared	06/30/2012
15320	06/08/2012	First National Pawn	25.00	Cleared	06/30/2012
15321	06/08/2012	GEORGE TAYLOR	195.00	Cleared	06/30/2012
15322	06/08/2012	Gerald W. Paugh	720.00	Cleared	06/30/2012
15323	06/08/2012	Holiday Store	8.48	Cleared	06/30/2012
15324	06/08/2012	Jackie Maestas	200.00	Cleared	06/30/2012
15325	06/08/2012	Jacob Brosobich	25.00	Cleared	08/31/2012
15326	06/08/2012	Jason Eugene Braley	24.58	Cleared	06/30/2012
15327	06/08/2012	Jeff Sekavec	50.00	Cleared	06/30/2012
15328	06/08/2012	Jennifer Avants	25.00	Cleared	06/30/2012
15329	06/08/2012	Joanne Rock Above	50.00	Cleared	06/30/2012
15330	06/08/2012	Judith Anne Stannebein	720.00	Cleared	06/30/2012
15331	06/08/2012	Kelly Mccullough Kelley	1500.00	Cleared	06/30/2012
15332	06/08/2012	Kenneth Siers	500.00	Cleared	06/30/2012
15333	06/08/2012	Kmart	50.00	Cleared	07/31/2012
15334	06/08/2012	Larry Grashorn Sr	405.00	Cleared	06/30/2012
15335	06/08/2012	Lee William Bashore	300.00	Cleared	06/30/2012

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15336	06/08/2012	MICHAEL HUDSON	720.00	Cleared	06/30/2012
15337	06/08/2012	Mariah Eslinger	20.50	Cleared	06/30/2012
15338	06/08/2012	Moranda Kay Standingrock	1095.00	Cleared	06/30/2012
15339	06/08/2012	Robert A Haman	12.50	Cleared	06/30/2012
15340	06/08/2012	Sam Judy Sukut	1000.00	Cleared	06/30/2012
15341	06/08/2012	Stephanie Bodden	7.00	Cleared	06/30/2012
15342	06/08/2012	Tony Marks	540.00	Cleared	06/30/2012
15343	06/08/2012	Westley Fuchs	200.00	Cleared	06/30/2012
15344	06/08/2012	self, window	2000.00	Cleared	06/30/2012
15345	06/15/2012	FIRST NATIONAL PAWN	25.00	Cleared	06/30/2012
15346	06/15/2012	Northside Pawn	156.25	Cleared	06/30/2012
15347	06/15/2012	Altimus Distributing	25.00	Cleared	06/30/2012
15348	06/15/2012	Anthony Leroy Lennick	250.00	Cleared	06/30/2012
15349	06/15/2012	Blake Edle	195.00	Outstanding	
15350	06/15/2012	Chandler Charles Mccuen	15.00	Cleared	06/30/2012
15351	06/15/2012	Crime Victim Compensation Program	857.13	Cleared	06/30/2012
15352	06/15/2012	Doreen Cloud	595.00	Cleared	06/30/2012
15353	06/15/2012	Emily Kay Sheely	99.12	Cleared	06/30/2012
15354	06/15/2012	Jena Renee Simmons	586.95	Cleared	07/31/2012
15355	06/15/2012	Jennifer Keeland	849.27	Outstanding	
15356	06/15/2012	Jolene M. Calvin	690.00	Cleared	06/30/2012
15357	06/15/2012	Karen Geraldine Zaso	20.00	Cleared	08/31/2012
15358	06/15/2012	Kathie Grinder	100.00	Cleared	06/30/2012
15359	06/15/2012	Kent Florence	25.00	Cleared	06/30/2012
15360	06/15/2012	Kyla Jeanne Thornsley	50.00	Cleared	06/30/2012
15361	06/15/2012	Lacey Herbst	50.00	Cleared	06/30/2012
15362	06/15/2012	Michael Hartman	30.00	Cleared	06/30/2012
15363	06/15/2012	Natasha Davis	25.00	Cleared	06/30/2012
15364	06/15/2012	Pete Portra	25.00	Cleared	07/31/2012
15365	06/15/2012	Sandra Sukin	100.00	Cleared	07/31/2012
15366	06/15/2012	Santos Antonio Mota Jr	100.00	Cleared	07/31/2012
15367	06/15/2012	Shelbi M Godfrey	25.00	Cleared	06/30/2012
15368	06/15/2012	Taylor Ita	100.00	Cleared	07/31/2012
15369	06/15/2012	Walmart - Heights	50.00	Cleared	07/31/2012
15370	06/15/2012	Whitney Ybarra	25.00	Cleared	06/30/2012
15371	06/22/2012	City Of Billings	50.00	Cleared	06/30/2012

Check Register

Bank: US BANK - Account: 150095602101

Date Range: From 04/01/2012 to 06/30/2012

All Check Types

Sorted by Check Number

Check Number	Date	Payee	Amount	Status	Cleared
15372	06/22/2012	JC PENNYS	7.50	Cleared	07/31/2012
15373	06/22/2012	K-Mart	50.00	Cleared	07/31/2012
15374	06/22/2012	Allen Propp	50.00	Cleared	06/30/2012
15375	06/22/2012	Antonia Agosta	40.00	Cleared	07/31/2012
15376	06/22/2012	Billie Jo Saueressig	15.00	Cleared	06/30/2012
15377	06/22/2012	Brittney David	2000.00	Cleared	06/30/2012
15378	06/22/2012	Christian Ryan Ostermiller	150.00	Cleared	06/30/2012
15379	06/22/2012	Chun Son Rader	50.00	Outstanding	
15380	06/22/2012	Craig Matthew Severson	45.00	Cleared	06/30/2012
15381	06/22/2012	Craig Rider	25.00	Cleared	08/31/2012
15382	06/22/2012	Crime Victim Compensation Program	25.00	Cleared	07/31/2012
15383	06/22/2012	Crime Victim Compensation Program	25.00	Cleared	07/31/2012
15384	06/22/2012	David Orvil Christensen	500.00	Cleared	06/30/2012
15385	06/22/2012	Fernando Omar Contreras	70.00	Voided	07/31/2012
15386	06/22/2012	First Interstate Bank Attn: Brian Brown	25.00	Cleared	06/30/2012
15387	06/22/2012	First National Pawn	65.00	Cleared	06/30/2012
15388	06/22/2012	First National Pawn	90.00	Cleared	06/30/2012
15389	06/22/2012	James J Pavelis	25.00	Cleared	06/30/2012
15390	06/22/2012	Jim Jones	260.00	Voided	06/30/2012
15391	06/22/2012	Joel Michael Langton	100.00	Cleared	07/31/2012
15392	06/22/2012	Kelly Dawn Murch	2.00	Outstanding	
15393	06/22/2012	Kenneth Romero	25.00	Cleared	07/31/2012
15394	06/22/2012	Leonard E Kenney	30.00	Cleared	07/31/2012
15395	06/22/2012	NAPA Distribution Center Attn: Loren Zo	50.00	Cleared	06/30/2012
15396	06/22/2012	Robin Dildine	50.00	Cleared	06/30/2012
15397	06/22/2012	Sara Oscarber Post	390.00	Cleared	06/30/2012
15398	06/22/2012	Sheila Lamprecht	50.00	Cleared	07/31/2012
15399	06/22/2012	Tracy Dreese	195.00	Cleared	07/31/2012
15400	06/22/2012	Travis David Zuroff	25.00	Cleared	07/31/2012
15401	06/29/2012	State Farm Insurance	27.86	Cleared	07/31/2012
15402	06/29/2012	Target	38.75	Cleared	08/31/2012
15403	06/29/2012	1st National Pawn	25.00	Cleared	07/31/2012
15404	06/29/2012	Aaron Walter Kinsfather	295.00	Cleared	07/31/2012
15405	06/29/2012	Assurant Health	50.00	Cleared	07/31/2012
15406	06/29/2012	Catherine Jane Grott	50.00	Cleared	07/31/2012
15407	06/29/2012	City Of Billings, c/o JoLynn Yerger	150.00	Cleared	07/31/2012

Check Register

Bank: US BANK - Account: 150095602101

Date Range: From 04/01/2012 to 06/30/2012

All Check Types

Sorted by Check Number

Check Number	Date	Payee	Amount	Status	Cleared
15408	06/29/2012	City Treasurer	137745.42	Cleared	07/31/2012
15409	06/29/2012	Crime Victim Comp Program	300.00	Cleared	07/31/2012
15410	06/29/2012	Crime Victim Compensation Program	25.00	Cleared	07/31/2012
15411	06/29/2012	Donna Huffman	25.00	Cleared	07/31/2012
15412	06/29/2012	Edward R Hawthorne	12.50	Cleared	07/31/2012
15413	06/29/2012	Frank D Rollefson	1015.00	Cleared	07/31/2012
15414	06/29/2012	James Novotny	22.14	Cleared	07/31/2012
15415	06/29/2012	Jarrett Wannner	200.00	Cleared	07/31/2012
15416	06/29/2012	John M Eadus	145.00	Cleared	07/31/2012
15417	06/29/2012	Justin D Boggs	150.00	Cleared	07/31/2012
15418	06/29/2012	Katherine L Rogers	25.00	Cleared	07/31/2012
15419	06/29/2012	Kristi Robertson	1000.00	Cleared	07/31/2012
15420	06/29/2012	Laura Michelle Gabaldon	100.00	Outstanding	
15421	06/29/2012	Leanne Yucha	50.00	Cleared	08/31/2012
15422	06/29/2012	Melissa Walls	100.00	Cleared	07/31/2012
15423	06/29/2012	Municipal Services Bureau	6974.52	Cleared	07/31/2012
15424	06/29/2012	Natasha Freeman-batt	25.00	Cleared	07/31/2012
15425	06/29/2012	Nathan McKnire	1240.00	Cleared	07/31/2012
15426	06/29/2012	Pete Portra	30.00	Cleared	07/31/2012
15427	06/29/2012	Richard Manuel Slevira J	195.00	Cleared	07/31/2012
15428	06/29/2012	Shaun (Leroy) Combs	1045.00	Cleared	07/31/2012
15429	06/29/2012	Shirley Hoffert	824.52	Cleared	07/31/2012
15430	06/29/2012	St. Vincent Healthcare	38.75	Cleared	07/31/2012
15431	06/29/2012	Taylor Ita	50.00	Cleared	07/31/2012
15432	06/29/2012	Thomas Garrett Pylman	300.00	Cleared	07/31/2012
15433	06/29/2012	Timothy Nelsen	77.50	Outstanding	
15434	06/29/2012	Wynn Pippin	7500.00	Cleared	07/31/2012
15435	06/29/2012	Yellowstone County Treasurer	10537.53	Cleared	07/31/2012
Number checks: 460			Total	<u>837548.61</u>	

Regular City Council Meeting

Meeting Date: 10/22/2012

TITLE: Public Hearing & Resolution Authorizing the Sale of the Galles Filter/Maple Leaf Club Building

PRESENTED BY: Bruce McCandless, Asst City Administrator

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The Galles Filter Building, formerly known as the Maple Leaf Club, occupies a portion of lot 7, block 189 of the Original Townsite of Billings and it is addressed as 10 S. 26th Street. The City acquired the property in 1999, intending to consolidate the property with land already owned by the City in the same block and to use all of the property for a large redevelopment project. The skatepark development on the south half of the block makes it impractical for the City to aggregate the remaining property and use it for a large, private project. Staff advertised the property for sale in July, 2012 and Council considered the bids on August 13. Council decided to reject both bids and directed staff to re-advertise the sale. Staff eliminated most of the conditions of sale that the July advertisement contained and re-advertised it in September. Bids could be for lot 7, which contains the building, but bidders could propose to also purchase lot 8 so that the extra property could be used for parking, storage or other uses that would support the building's redevelopment.

On October 12, staff opened three bids for the property. The three bids are as follows:

Jeremiah Young - Kibler & Kirch Design	\$65,000 for Lot 7
Maisie Sulser	\$60,000 for Lot 7
Interfaith Hospitality Network	\$68,750 for Lot 7 & \$16,250 for Lot 8

ALTERNATIVES ANALYZED

The City Council may sell the property to any of the bidders or may reject all bids. The Council could impose conditions on the sale, although none were advertised with the request for bids.

FINANCIAL IMPACT

Lots 7 and 8 were purchased with Tax Increment District funds and sale proceeds would normally return to that Fund. However, the district was terminated in 2008. A new tax increment district was created that includes this property. Staff recommends that the funds be deposited in that Fund and be used for eligible tax increment projects. The Council may also consider using a portion of the proceeds to re-pay Community Development for lot 17, the lot next to the former Arcade Bar. That lot was purchased with CDBG funds and sale proceeds must be returned to that Fund. Using some of the proceeds from this land sale to "purchase" lot 17 gives the City Council more future flexibility to use and/or sell lot 17 in the way that it chooses. The purchase price would be approximately \$17,000. Council may also choose to use a portion of the purchase price for another purpose. There is a large surface parking lot west of the building and it uses a portion of lot 7 and all of lot 8. The Council may choose to use about \$4,000 of the sale proceeds to remove lot 7, and lot 8 if it sells, from the parking lot and to repair the east boundary of the lot so that it functions without interfering with the new owners.

RECOMMENDATION

Staff recommends that the City Council sell property to Interfaith Hospitality Network, described as lot 7 and lot 8, block 189 OTB for a total of \$85,000. Staff also recommends that approximately \$21,000 of the proceeds be used to purchase lot 17 from Community Development and to repair the parking lot. The remainder of the funds would be deposited in the N. 27th Street Tax Increment District account so that they can be used for eligible projects.

APPROVED BY CITY ADMINISTRATOR

Attachments

[Galles Request for Bids](#)

[Sulser bid](#)

[IHN bid](#)

[Stapleton bid](#)

[Resolution](#)



COMMUNITY DEVELOPMENT DIVISION

510 NORTH BROADWAY, 4TH FLOOR
PO Box 1178, BILLINGS, MONTANA 59103



Phone: 406.657.8281 Fax: 406.657.8327 Montana Relay: 711 Web: www.ci.billings.mt.us/comdev

Public Notice - Disposition of City Property & Call for Sealed Bids

Notice is hereby given that the Billings, Montana City Council will hold a **PUBLIC HEARING** on **Monday, October 22, 2012** at 6:30 p.m. in the Council Chambers, located on the 2nd Floor of the Police Facility, 220 North 27th Street, Billings, MT for the purpose of considering disposal of City property. The City intends to sell to the highest bidder, real property, commonly known as the ***Galles Building***, located at 10 South 26th Street and is described as Lots 7 & 8, Block 189 of the Billings Original Townsite.

Detailed requirements on the preparation and submission of bids for the purchase of this public land may be obtained from the City's website: www.ci.billings.mt.us/CDland. Each bid submission must state the purchase price offered and all proposals are the property of the City of Billings. The City reserves the right to reject any and all bids received and to accept the proposal which is in the best interest of the City of Billings. This call for sealed bids does not bind the City of Billings to award a contract or to pay any costs which may be incurred for the preparation of bids submitted. **Bids are due on October 12, 2012 at 2:00pm, MST.**

Additional information on this matter may be obtained from Bruce McCandless, Assistant City Administrator, at City Hall, 210 North 27th Street, or by phone at 406-657-8222 or by email at mccandlessb@ci.billings.mt.us. Anyone wishing to testify on the property disposal is invited to appear at this hearing and offer their comments. Written comments may be submitted prior to the hearing.

Dated this 13th day of September 2012. Publication Dates: September 13 & 27, 2012.



Galles Building, 10 South 26th Street

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I. INSTRUCTIONS TO BIDDERS

Introduction

Before submission of response to this call for sealed bids, the bidder(s) shall:

- Carefully examine the guidance provided herein and all other attachments and documents available via the City’s website at www.ci.billings.mt.us/CDland.
- Become fully aware of existing property conditions, allowed uses and limitations.
- Include sufficient information in the sealed bid to cover all items required for submission.

Upon submission of the bid, the bidder acknowledges all information is accurate and complete.

Property for Sale

The City of Billings desires to sell to the highest bidder, property located at **10 South 26th Street** and described as Lot 7, Block 189 of the Billings Original Townsite. The City is also willing to consider offers and to sell the adjacent Lot 8 for provision of parking, landscaping, or other uses that support the property reuse or redevelopment. Lot 8 is identical to Lot 7 in dimensions and square feet.

Property Facts			
Address	10 South 26th Street, Billings, Montana		
Tax ID	A01264		
Zoning	Central Business District		
Block / Lot	189 / 7	Lot Square Footage	3,250
Building Square Footage	1,500 on each of three levels: basement; main floor and upstairs		
Utilities	Electrical service is established at the building. City records show active water and sewer service to the building. <i>For more information regarding water/sewer, please contact Randy Straus, Engineering, 406-657-8301 or strausr@ci.billings.mt.us.</i>		
Considerations	The building is listed in the Old Town Historic District and exterior renovations need to be approved through the Yellowstone Historic Preservation Board. <i>For more information, please contact Lora Mattox, Historic Preservation Officer, 406-247-8622 or mattoxl@ci.billings.mt.us.</i>		
Estimated Value	\$59,000 to \$75,000 Bids for less than \$59,000 may not be considered. Bids for Lot 8 for less than \$5.00 / square foot may not be considered.		

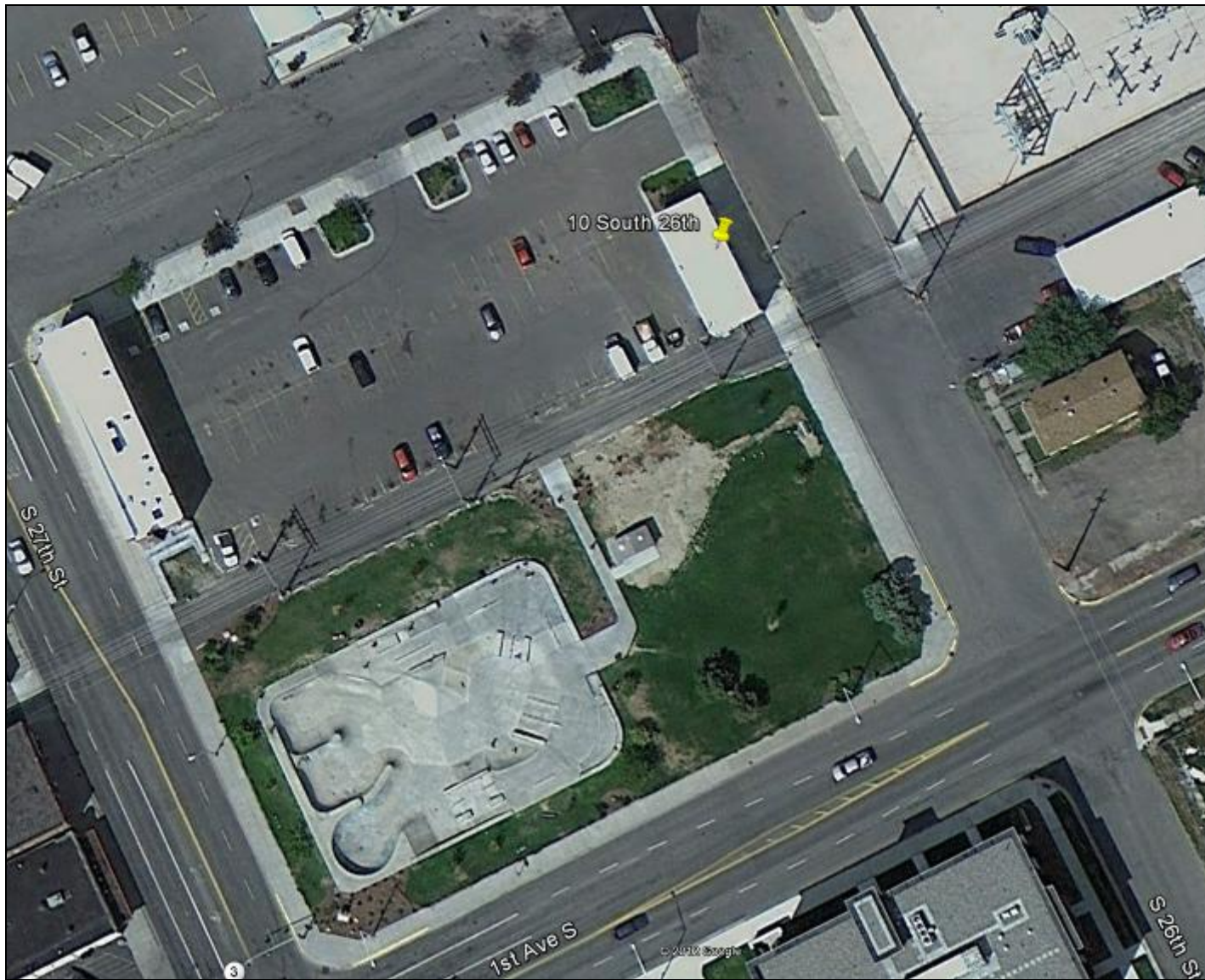
Property Condition

The property will be sold “as-is” and the City makes no assurances or warranties regarding the property. Bidders are permitted to inspect the property anytime following publication of these instructions until the day prior to the bid submittal deadline.

Inspections

Bidders desiring to observe or inspect the property may contact **Dina Billington at 406-657-3045 / billingtond@ci.billings.mt.us** to make arrangements to enter the property.

Property Location



II. BID SUBMISSION

Bid Deadline

Bidders must submit bids and other required information to the City of Billings - Office of the City Clerk at 210 North 27th Street, Billings, MT 59101 **prior to October 12, 2012 @ 2:00 PM, MST**. Late bids may not be accepted or reviewed.

Bid Contents

Bids to acquire the property noted above must include the following in a sealed envelope marked **GALLES BUILDING**:

- **Bid Cover Sheet:** Completed and signed.
- **Project Description:** Describe the development that will occur on the property in narrative format, including (but not limited to): intended use(s); preservation of historic value; estimated costs; access to financing; and other factors that may affect the bidder's ability to complete the proposed project.

Any bid submitted that does not comply with the instructions to bidders will be disqualified.

Decision Timeline & Public Hearing

The City Council will conduct a public hearing on **October 22, 2012** and will subsequently determine whether it will sell the property to the bidder(s). Bidders are welcome to speak during the public hearing about their proposed project. Council meetings begin at 6:30pm and are held at Council Chambers in City Hall, 210 North 27th Street, Billings, Montana.

In the unlikely event that there is a tie on the bid price for a particular lot, the City will contact the tied bidders and will conduct a re-bidding process that will produce a high bid that will be presented to the City Council for its consideration in selling the property.

Title Transfer

Closing will be scheduled within sixty (60) calendar days of Mayor and Council approval and the total purchase price due is required at closing.

III. Standard Terms & Conditions

Disclaimer

The City reserves the right to reject any or all bids received, to negotiate with qualified bidders, to waive irregularities, to delay City Council action for a period of not to exceed sixty (60) days, and to accept the bid which is in the best interest of the City of Billings, Montana. This call for sealed bids does not form or constitute a contractual document. The City of Billings shall not be liable for any loss, expense, damage or claim arising out of the advice given / not given or statements made / omitted in connection with the call for sealed bids. The City also will not be responsible for any expenses which may be incurred in the preparation of the response to the call for sealed bids. This call for sealed bids is not to be construed as a contract or commitment of any kind.

Bid Modifications

In addition to information and documentation required for submission in a response to this call for sealed bids, any forms provided herein shall be included in the submitted bid. Modifications, additions or changes to the terms and conditions of this call for sealed bids may be cause for rejection of the bid. Further, bids submitted without required forms or information may be rejected. Bids or modifications submitted via telephone, vocally - in person, fax or telegraph will be considered.

Certification of Alteration or Erasure

A bid shall be rejected if it contains any material alteration or erasure, unless, prior to bid submission, each alteration / erasure has been initialed in INK by the Authorized Agent signing the bid.

Bid Valid & Certification

The bidder must honor their bid for a period of ninety (90) days after the call for sealed bids due date. The bidder certifies that the bid has been arrived at independently and has been submitted without any collusion designed to limit competition.

Signature

All bids shall be typewritten or prepared in ink and must be signed in longhand by the bidder or bidder's agent or designee with his/her usual signature. A bid submitted by a partnership must be signed with the partnership name to be followed by the signature and designation of the partner signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name and signature of an authorized agent or officer of the corporation. Bids submitted by a proprietorship must be signed by the owner and the name of each person signing shall be typed or printed legibly below the signature.

Disposition of Bids

All materials submitted in response to this call for sealed bids become the property of the City of Billings. Information provided in response to this call for sealed bids will be held in confidence and will

not be revealed or discussed with competitors. However, one copy of each bid submitted shall be retained for the official files of the City and will become public record after the successful bidder is chosen. The responses received from this call for sealed bids may be distributed, however, by written request pursuant to the Freedom of Information Act of 1996. Fee or price schedules submitted, but not reviewed by the City, do not become a public record and shall only be retained for official files.

The bidder understands that, if selected, the City reserves the right to provide its opinion publicly and privately regarding the bidder's performance.

Bid Withdrawal

Bidders may withdraw their bid either personally or by written request at any time prior to the due date set for receiving bids. No bid may be withdrawn or modified after the due date and time, unless and until the sales agreement is delayed for a period exceeding ninety (90) days.

Other Terms & Conditions

In case of default by the successful bidder or failure to deliver funding within the time specified, City staff, after written notice, may offer property to another bidder(s) and hold successful bidder responsible for excess costs occasioned thereby.

The information contained herein establishes a standard of quality desired by the City of Billings. This call for sealed bids is not to be construed as a contract or commitment of any kind. No alteration in any of the terms, conditions, or delivery will be effective without prior written consent of the City of Billings.

The successful bidder agrees not to be discriminate against any client, employee or applicant for employment or for services, because of race, creed, color, national origin, religion, disability, familial status, marital status, sex or age with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs and termination; rates of pay or other forms of compensation; selection for training; rendition of services.

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

Where applicable, possible or required, the bidder is required to submit descriptive literature, sample material, and draft documents. Failure to submit required items may result in rejection of the bid or termination of the sales agreement.

The invitation for sealed bids, sales agreement or other contracts shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of said documents shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

The successful bidder may not assign or subcontract any portion of the commitments made in the sales agreement. Any attempt to assign or subcontract any portion of the commitments made in the sales agreement shall be deemed as a breach thereof unless waived in writing by the City.

IV. Montana Historic Property Record

MONTANA HISTORIC PROPERTY RECORD

For the Montana National Register of Historic Places Program and State Antiquities Database

Montana State Historic Preservation Office
 Montana Historical Society
 PO Box 201202, 1410 8th Ave
 Helena, MT 59620-1202

Property Address: 10 South 26th Street Historic Address (if applicable): City/Town: Billings, MT	Site Number: 24YL1824 (An historic district number may also apply.) County: Yellowstone
Historic Name: Maple Leaf Club Original Owner(s): Mattie Anderson Current Ownership Private <input checked="" type="checkbox"/> Public Current Property Name: Owner(s): City of Billings Owner Address: PO Box 1178 Billings, MT 59103 Phone:	Legal Location PM: Montana Township: 01S Range: 26E SE ¼ NW ¼ NE ¼ of Section: 03 Lot(s): 7 Block(s): 189 Billings Original Townsite 1882 USGS Quad Name: Billings West Year: 1957
Historic Use: Store/Restaurant/ Nightclub Current Use: Vacant Construction Date: 1904-1912 Estimated <input checked="" type="checkbox"/> Actual <input checked="" type="checkbox"/> Original Location <input type="checkbox"/> Moved Date Moved:	UTM Reference www.nris.mt.gov/topofinder2 <input type="checkbox"/> NAD 27 (preferred) <input checked="" type="checkbox"/> NAD 83 Zone: 12 Easting: 694218 Northing: 5072776
National Register of Historic Places NRHP Listing Date: Historic District: Contributing/Old Town Historic District NRHP Eligible: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Date of this document: September 2009 Form Prepared by: Alison LaFever Stephanie Krakovec (2005) Address: Billings, MT Daytime Phone:
MT SHPO USE ONLY Eligible for NRHP: <input type="checkbox"/> yes <input type="checkbox"/> no Criteria: <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D Date: Evaluator:	Comments:

MONTANA HISTORIC PROPERTY RECORD

PAGE 2

Property Name: **Maple Leaf Club**

Site Number: **24YL1824**

ARCHITECTURAL DESCRIPTION

See Additional Information Page

Architectural Style: **Western Commercial** If Other, specify:

Property Type: **Commercial** Specific Property Type: **various commercial enterprises over time including**

Architect: **Unknown** Architectural Firm/City/State:

Builder/Contractor: **Unknown** Company/City/State:

Source of Information:

Concisely, accurately, and completely describe the property and alterations with dates. Number the buildings and features to correlate with the Site Map.

The Maple Leaf Club is a two-story commercial brick building painted a cream color. The building is rectangular in its massing and sits on the southern half of the lot, immediately adjacent to the alley. The building is one of two buildings on the entire block, in addition to a parking lot and open park space.

The primary façade faces South 26th Street. The lower level is divided into three large, unevenly spaced storefront openings and three small entry openings. The original storefront and transom openings are covered with wood infill. The smaller entry openings feature solid doors and transoms that have been covered with wood. Above the storefront level, subtle brick detailing extends across the façade, including two courses of projecting brick and header courses above each storefront openings. At the south end of the building, a stair enclosure built out from the wall provides access to the basement.

The second floor level features five large window openings, symmetrically spaced on the façade. The window openings feature segmental arched heads with raised keystones and rough-cut sandstone sills. The openings have been covered with plywood. Above the windows, the building is crowned with a corbelled brick cornice and rough cut sandstone coping.

The three secondary elevations have little ornament and a few window openings. These openings are narrower than, yet similar in character to, the second floor window openings on the east façade. The south side has an entry door opening and a small window at the lower level, and three evenly spaced window openings across the second floor level. The west side has three small window openings symmetrically spaced across the lower level, and five tall and narrow window openings unevenly spaced across the second floor level. The north side has one tall and narrow window opening centered in the wall at the second floor level. All of these openings have segmental arched heads and brick sills and have been covered with wood.

The building is now vacant but the interior exhibits original one-over-one double-hung windows with original trim in place.

MONTANA HISTORIC PROPERTY RECORD

PAGE 3

Property Name: **Maple Leaf Club**

Site Number: **24YL1824**

HISTORY OF PROPERTY

See Additional Information Page

The Maple Leaf Club was constructed between 1903 and 1912. In 1903, the south half of the lot at 2602 Minnesota Avenue was vacant but by 1912 this two story brick building was in place. Mattie Davis owned the property in 1913. She married and became Mattie Anderson but died in 1915. In 1918, her husband Franklin sold the property to two African-American women, Leetta "Billy" Adams and Ella Reed, from Omaha, Nebraska. It served a variety of retail and restaurant and saloon tenants with rooms for lodging upstairs. The building was occupied in 1927 during prohibition by August Holt Soft Drinks, John G. Florez Soft Drinks, and Walter E. Chase, a barber. Yee Chew, a Chinese immigrant, lived upstairs. August Holt and Walter Chase are both listed on the 1930 Census as black men who lived on 26th Street South.

The building is located in what used to be the heart of Billings' Chinese neighborhood. The block on which the building sits is divided by two alleys, one connecting 26th and 27th Streets, and one running perpendicular to First Avenue South. This small area became known throughout Billings as China Alley. After helping to construct the transcontinental railroad, many Chinese workers moved to Billings and set up businesses providing goods and services to Chinese and non-Chinese patrons within the growing community in the late 1900s. The majority of Chinese-owned businesses in Billings were restaurants and laundries, the majority of which were concentrated on this block. The Chinese lived close together, primarily in cramped, humble quarters and created their own society within China Alley. While the Chinese population in Billings never grew beyond 100, their presence in the community and their effect on the history of Billings is significant. Chinese businesses occupied this building regularly in the first half of the twentieth century.

After World War I, the population and general character of the area began to change. Despite the presence of notorious Chinese customs such as opium use and fan-tan gambling within China Alley, for the most part the area was relatively undisturbed by crime in its earliest days. However, as the prohibition era began in the 1920s, China Alley became the center of underground bootlegging activities and a narcotics trade. As narcotics use spread across the country, demands for opium, cocaine, morphine, and heroin created a big business out of drug dealing, even in smaller communities such as Billings. (*Continued*)

INFORMATION SOURCES/BIBLIOGRAPHY

See Additional Information Page

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Sanborn Fire Insurance maps for Billings, MT (1884-1958).

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Note: Chinese immigrants moved to Billings and held a presence in establishing commerce in the late 1800s to circa 1950.

MONTANA HISTORIC PROPERTY RECORD

PAGE 4

Property Name: **Maple Leaf Club**

Site Number: **24YL1824**

NATIONAL REGISTER OF HISTORIC PLACES

NRHP Listing Date:

NRHP Eligibility: Yes No Individually Contributing to Historic District Noncontributing to Historic District

NRHP Criteria: A B C D

Area of Significance: **Commerce/Social History** Period of Significance: **1912 - 1950**

STATEMENT OF SIGNIFICANCE

See Additional Information Page

The Maple Leaf Club at 10 South 26th Street is significant for its historical associations (Criterion A) as a component of the Minnesota Avenue business corridor developed south of the railroad right-of-way in the early twentieth century. Located within Billings' former Chinese neighborhood and constructed between 1903 and 1912, the building is also significant for its association with Chinese businesses that were located in the area and the history of the Chinese in Billings. The building is one of only two buildings that remain extant on the block that was once known as China Alley. The building is also significant for its historical associations with the African-American community in Billings. Two black women owned the building in the early twentieth century and black businesses occupied the building in the 1920s and 1930s. The Maple Leaf Club opened as a black nightclub in 1933 and operated into the 1940s. The building's scandalous history also epitomizes the less venerable side of the Minnesota Avenue social history.

The Maple Leaf Club retains integrity and contributes to the Old Town Historic District.

INTEGRITY (location, design, setting, materials, workmanship, feeling, association)

See Additional Information Page

The Maple Leaf Club building conveys much of the original design intent, and historic character defining features such as the original brick openings and ornament remain intact. Its integrity has been slightly compromised by the covering of storefronts and window openings with wood and the painted brick. Most of the changes appear reversible, making the Maple Leaf Club an excellent candidate for rehabilitation.

MONTANA HISTORIC PROPERTY RECORD
ADDITIONAL INFORMATION PAGE

Property Name: **Maple Leaf Club**

Site Number: **24YL1824**

Building History Continued:

In 1933, the building became home to the Maple Leaf Club, a speakeasy nightclub notorious for its underground narcotics use. Numerous drug raids were made from 1929 to 1934 by federal officers in an effort to put an end to narcotics dealing in Billings. The largest of these raids took place at the Maple Leaf Club on August 9, 1934. A raiding party, led by Sheriff E.M. Birely, used sledge hammers and crow bars to wreck an opium den in the basement of the building and seized opium, cocaine, and narcotics paraphernalia.

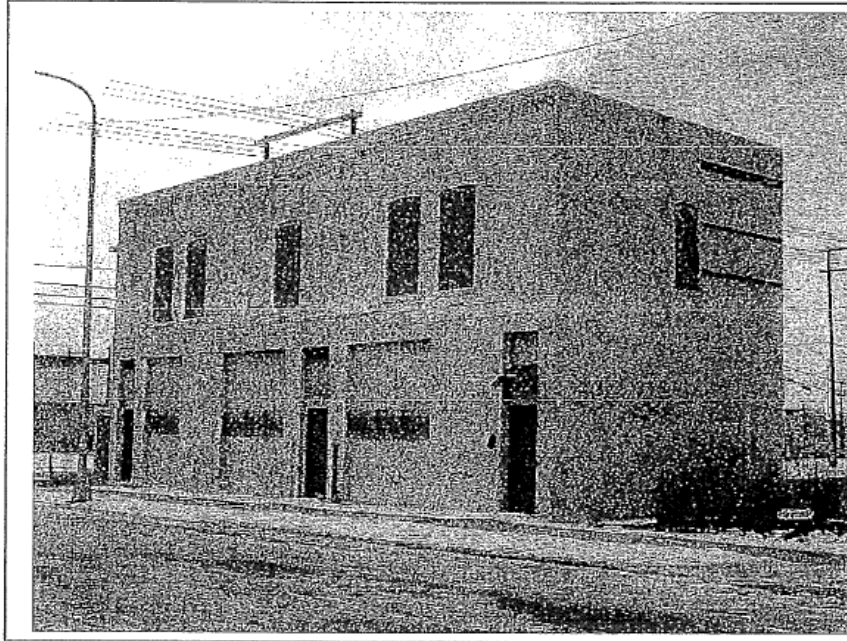
Bob Stacey of Billings, MT remembers it was a black nightclub for a time. After sitting vacant in the 1940's, the building was occupied in later years by Antlers Exchange Wholesale and Corkins Co. Hatchery in 1947; Magneto Electric Shop in 1949; Galles Furniture in 1955; and a church, Rol-Pak Filer Service Co. Wholesale, and Billings Engraving in the 1960s and 1970s. The building became vacant in the 1980's and has remained vacant ever since.

****Correction: Galles Filter Service occupied the building for several years until the City of Billings purchased the building in 1999.***

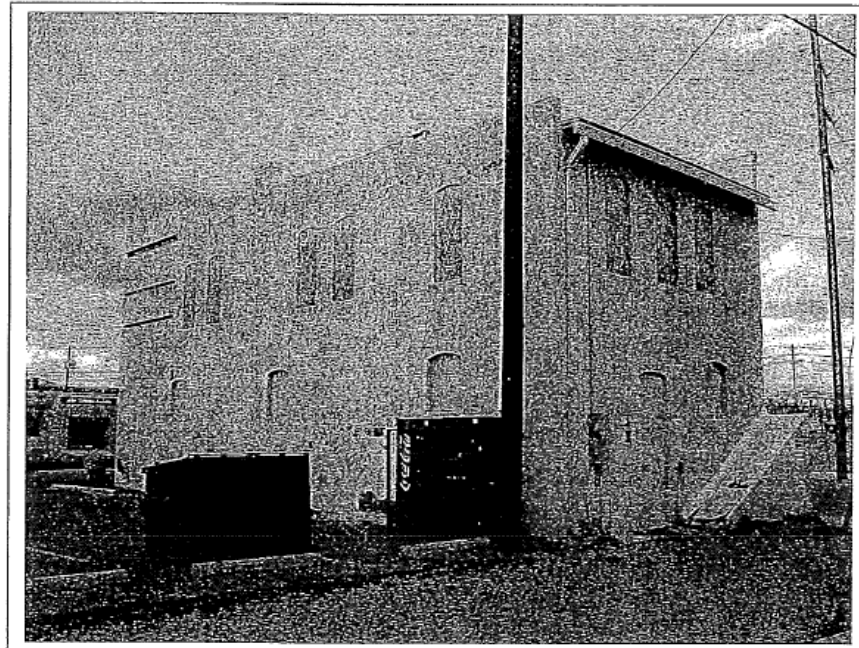
MONTANA HISTORIC PROPERTY RECORD
PHOTOGRAPHS

Property Name: **Maple Leaf Club**

Site Number: **24YL1824**



Facing: **South/southwest**
Description: **East and North Sides**

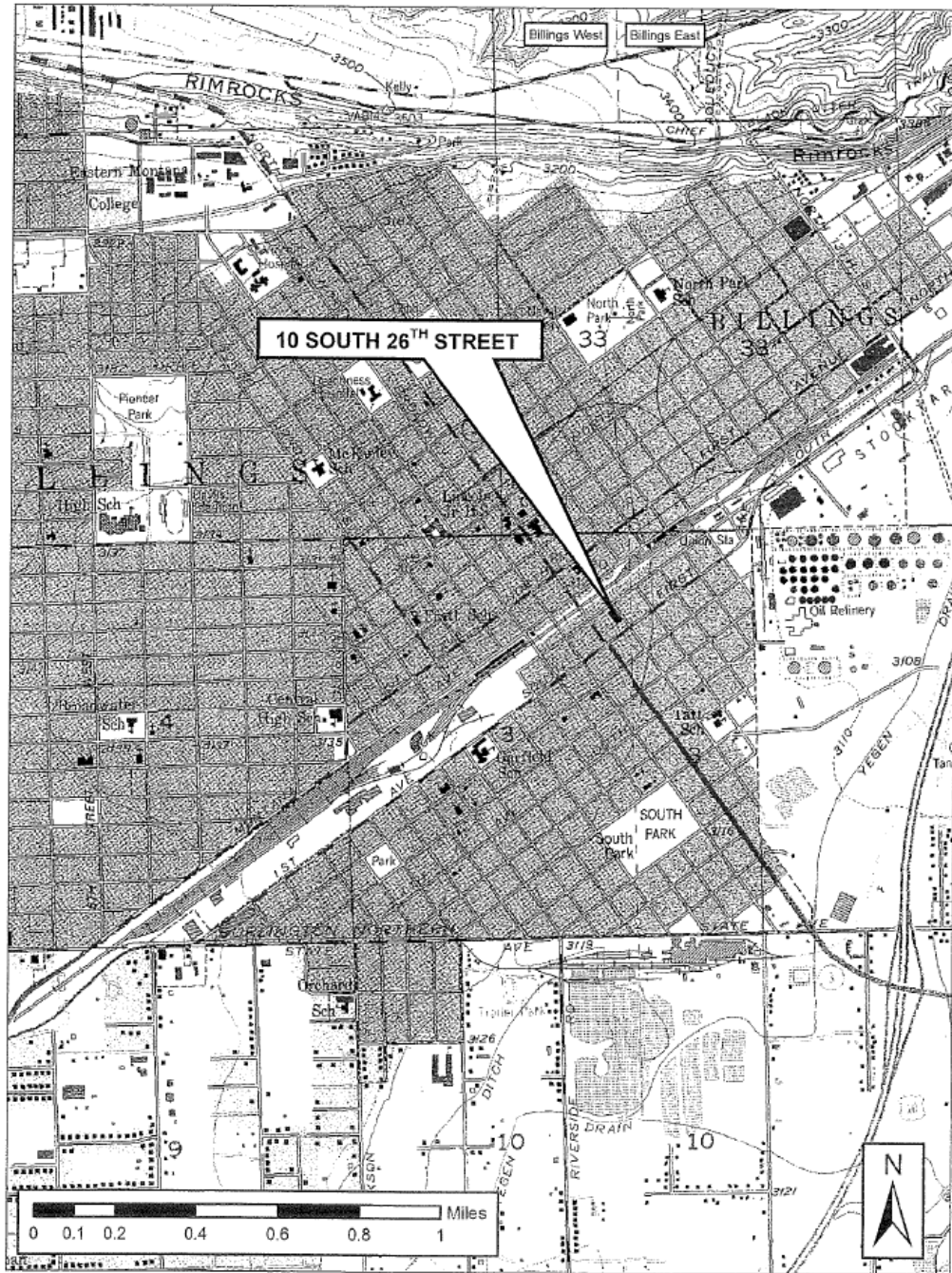


Facing: **North/northeast**
Description: **South and West Sides**

MONTANA HISTORIC PROPERTY RECORD
TOPOGRAPHIC MAP

Property Name: **Maple Leaf Club**

Site Number: **24YL1824**



V. Historic Photographs

FOR SALE WAREHOUSE/OFFICE



10 South 26th Street

- 4500 Square Foot Building
- Building is in immaculate condition
- Tax Code A01264
- Zoned CBD
- \$90,000 Cash
- Business is relocating

≈ 1999



Marketed by: Pat Connealy

(406) 256-5000 Office • (406) 256-9494 Fax • (800) 900-2201
490 N. 31st Street, Suite 300 • PO Box 7074 • Billings, MT 59103



SUBJECT PROPERTY PHOTOGRAPHS



Viewing the south and east elevations from South 26th Street.



Viewing the south and west elevations from the alley.

photo taken 1989



VIEW LOOKING NORTHWEST

SUBJECT #1

photo taken 1975

Additional Description from the National Register of Historic Places Registration Form

South 26th Street

10 South 26th Street

Maple Leaf Club

Contributing

The Maple Leaf Club is a two-story commercial brick building and one of two historic buildings remaining in the entire block between South 26th Street and South 27th Street, in addition to a parking lot and city skate board park. The City of Billings demolished the rest of the block in the 1980s. The building stands vacant and all openings throughout the building except for three façade metal doors are covered with wood.

Constructed between 1903 and 1912, the Maple Leaf Club holds an interesting association with both the Chinese and Black population of Billings in the first half of the twentieth century. Two African-American women from Omaha, Nebraska, Leetta "Billy" Adams and Ella Reed, owned the property in the late 1910s and early 1920s. In its early years, the building served a variety of retail, restaurant and saloon tenants with lodgings upstairs. During prohibition, two black men, August Holt and John G. Florez, had "soft drinks" businesses in the building. Yee Chew, a Chinese immigrant, lived upstairs. In the 1930s, this building became home to the Maple Leaf Club, a black night club notorious for its underground narcotics use. One of the largest narcotic raids in Billings took place at the Maple Leaf Club in 1934 where several Chinese men were arrested. The Maple Leaf Club continued into the 1940s and is remembered as a "rough place."

The Maple Leaf Club faces South 26th Street and sits on the southern half of the rectangular lot. The façade is divided into three, large, unevenly spaced storefront openings with three adjacent solid metal door entries. The storefront openings and doors are topped by transoms. Above the storefront level, subtle brick detailing extends across the façade, including two courses of projecting brick and header courses above each storefront opening.

The upper facade features five large window openings symmetrically spaced across the wall. The window openings exhibit segmental arched heads with raised keystones and rough-cut sandstone sills. The facade wall is finished with a corbelled brick cornice and rough-cut sandstone coping. The other three walls have little ornament but all openings exhibit segmental arched heads and all windows have brick sills. The interior of the building retains its original trim and the stairway to the second floor is bordered with wainscoting and has a wood newel post and railing.

VI. Recent Photographs

Exterior



First Floor



First Floor



Stairwell to Upper Floor



Upper Floor



Stairwell to Lower Floor



Lower Floor



VII. Bid Cover Sheet

GALLES BUILDING & ADJACENT LOT SALES - BID OFFER

BID DEADLINE: October 12, 2012 at 2:00pm (MST)

Property Description	Bid Price
10 South 26th Street, Billings, Montana; Block 189, Lot 7	
Block 189, Lot 8	

BIDDER INFORMATION

Printed Name:	
Organization:	
Mailing Address:	
City, State, Zip:	
Phone:	
Email:	

REQUIRED ATTACHMENTS

Did you attach a complete Project Description?

Describe the development that will occur on the property in narrative format, including (but not limited to): intended use(s); preservation of historic value; estimated costs; access to financing; and other factors that may affect the bidder's ability to complete the proposed project.

Yes No

SIGNATURE

Signature:	
Date:	

*Submit bids and other required information to the
City of Billings - Office of the City Clerk at 210 North 27th Street, Billings, MT 59101
in a sealed envelope marked **GALLES BUILDING**. Late bids may not be accepted or reviewed.*

VII. Bid Cover Sheet

GALLES BUILDING & ADJACENT LOT SALES - BID OFFER

BID DEADLINE: October 12, 2012 at 2:00pm (MST)

Property Description	Bid Price
10 South 26th Street, Billings, Montana; Block 189, Lot 7	\$60,000.00
Block 189, Lot 8	

BIDDER INFORMATION

Printed Name:	MAISIE SULSER
Organization:	
Mailing Address:	1 N 33 RD #201
City, State, Zip:	BILLINGS, MT 59101
Phone:	406-690-2645
Email:	mbsulser@gmail.com

REQUIRED ATTACHMENTS

Did you attach a complete Project Description?

Describe the development that will occur on the property in narrative format, including (but not limited to): intended use(s); preservation of historic value; estimated costs; access to financing; and other factors that may affect the bidder's ability to complete the proposed project.

Yes No

SIGNATURE

Signature:	<i>Maisie Sulser</i>
Date:	10.12.2012

Submit bids and other required information to the
 City of Billings - Office of the City Clerk at 210 North 27th Street, Billings, MT 59101
 in a sealed envelope marked **GALLES BUILDING**. Late bids may not be accepted or reviewed.

+

maple leaf club lofts

PROJECT DESCRIPTION

At the request of the Community Development Division, this project description and attachments provided present a proposal plan for the Galles Building (referred to as the Maple Leaf Club, from this point on) at 10 S 26th Street. I hope you, City Council Members, will take the time to carefully read my proposal and really think about the decision you are going to make on October 22, as to what is in the best interest of Downtown Billings with respect to the steps that have been taken over the past 14+ years to rehabilitate our Downtown into a place that people want to be. Please consider the boundaries and areas that have been identified in Downtown for certain developments.

My name is Maisie Sulser and I am currently an Architect-in-Training at a local architecture firm. As a project manager in the office, I have worked on a variety of projects; the most rewarding are those that have involved downtown revitalization via historic building rehabilitation projects. I have been involved in the Tracy Building Lofts, Oliver Building, Swift Building Lofts, and the Klos Building to name a few. In addition to design and construction of these buildings, I have also been involved in the National Register Nomination and Historic Tax Credit Certification process for Oliver, Swift, Klos, the L&L Building (Subway), as well as the recently created Old Town Historic District. These are all important experiences to note because they will all be a part of the rehabilitation for the Maple Leaf Club. Converting this vacant building into apartments is going to enhance and compliment the work (investments from Steve and Joanie Harman as well as a handful of others that include businesses like Subway, The Field House, and Gym Jay) that is currently in place on the two blocks east of S 27th Street along Minnesota Avenue.

For the last four years, I have seen great potential in the Maple Leaf Club. The neighboring developments, the location, the history, and the building itself make this the perfect first project to venture out on as a developer. I have become very familiar with the Maple Leaf Club both for its history and its physical shape and structure. The building holds much interest and fascination for me; I want to be able to convert it into a place that will be alive with the echoes of its past and once again be a part of the scene that is being re-created along Minnesota Avenue. I want to share this building and its importance with the residents that will occupy it. My experience in the design world, the support of my friends in the construction industry, and the knowledge gleaned from the developers of downtown projects who have gone before me, give me the confidence and support to complete this project successfully.

The Maple Leaf Club will become a part of not only the history of the building, but will add to the tax base of the city and is completely in-line with the Downtown Framework Plan's goal of providing housing in the downtown area. The following are taken directly from Downtown Framework Plan¹:

Downtown housing is emerging as a primary desire for many in the community...as a part of this planning process [experts] have all agreed that Downtown [Billings] is an obvious location for housing. Housing is the most logical first step of rehabilitation if the Downtown is to be attractive and livable. The housing in turn would stimulate growth and development, support the businesses, add vitality, and provide activity in the Downtown beyond the office hours of eight-to-five.

¹ "Downtown Billings Framework Plan: An Action Plan for the Future of Downtown Billings," Citizens of Billings, Montana Tradeport Authority, and the City of Billings, 1997, pp62-65.

+ maple leaf club lofts

The Steering Committee recommends that Housing be a top priority and that Billings Partnership pursue its implementation. The City should continue to work with builders and developers...to encourage Downtown housing through loan programs.

Identified desirable housing types: loft housing in rehabilitated buildings, new townhomes, new small projects of three or four units, student housing, luxury housing – potential markets include: young professionals, “empty nesters,” students from MSU-B and RMC, and those who work at locations such as the Medical Corridor, the TransWestern Center, or Downtown offices.

The range of housing stock is important to attract a broad spectrum of community to Downtown living. Renovation of older buildings provides opportunities for Downtown housing. Loft housing is suited for the Central and Historic Districts where the existing architectural stock can be rehabilitated.

Downtown will not truly live beyond the 8-to-5 office hours until people live Downtown.

What I am proposing to do, I am certain, fits in to these goals. Housing was listed second on the Implementation Priorities of the Downtown Framework Plan. And if you visit any major city's Downtown, you will be hit by the fact that Downtown housing is always a priority and there can never really be too much. Billings is not saturated with housing and given recent retail development; the demand for Downtown housing is at an all-time high. We want to keep Billings diverse and growing – appealing to young professionals, starting families, students, etc. is what we need to continue to do. The Maple Leaf Club Lofts would appeal to those demographics.

As alluded to earlier, I am planning on converting the space into loft apartments. Five units will be provided – including (3) studios on the first floor and (2) one-bedroom units on the second floor (refer to attachments A1 & A2). The basement will be accessed through a new door on the north side of the building. I am intending to pursue Certified Historic Tax Credits on this project; based on my knowledge and proposed design, I have begun preliminary talks with the Montana State Historic Preservation Office (SHPO) to see if they will accept what I am planning. I have learned over the last 5 years the power of Certified Historic Tax Credits in making projects a reality and using them to attract investors; I am employing this strategy here. And while there are rules that need to be followed when rehabilitating a project according to the Secretary of the Interior's Standards, it is a process that I am more than familiar with and a set of rules that I am willing and happy to follow. Therefore there will be no problem getting approval from the Yellowstone Historic Preservation Board (YHPB) and adhering to the Local Historic Ordinance set forth in (revised) Article 27-500, Historic Preservation of the Billings, Montana City Code. All items under Section 27-501, Intent, are met with my proposal:

The intent of this ordinance is to promote the educational, cultural, economic, and general welfare of the community by:

- 1) Providing a mechanism to identify and preserve the distinctive historic architectural characteristics of the City of Billings that represent elements of the city's cultural, social, economic, political, military and architectural history;*
- 2) Fostering civic pride in the beauty and noble accomplishments of the past as represented in the City of Billings prehistoric and historic sites and historic districts;*

+ maple leaf club lofts

- 3) *Conserving and improving the value of property designated as historic sites or within historic districts;*
- 4) *Protecting and enhancing the attractiveness of the city to home buyers, tourists, visitors, and shoppers, and thereby supporting and promoting business, commerce and industry, and providing economic benefit to the city;*
- 5) *Fostering and encouraging preservation, restoration, and rehabilitation of structures, areas, and neighborhoods and thereby preventing future urban blight.*

The demand for attractive, affordable downtown living is strong and not fulfilled at this point in time. People are eager to live downtown, and I have seen this eagerness first-hand. My office is the contact for over a dozen apartments and we are fielding several inquiry calls per week for these places. The Maple Leaf Club is the right size to create newly renovated and finished apartments that will be efficient and affordable. I have seen a missing link between the more costly apartment living and the fixed income apartment living that is available in the heart of downtown, the Maple Leaf Club Lofts can help fill that gap.

I believe in the reuse of existing structures. Reusing a sound building such as the Maple Leaf Club offers much more longevity and character than a newly constructed building can. Conserving resources and reducing waste not only during the construction process, but also in the operation and maintenance of the building are key goals for this project. These goals are inherent to any project where you are starting with a structurally sound, existing building. This project will not be seeking any formal environmental certification, such as LEED, but the principals and ideals set forth by these certification programs will be a part of the rehabilitation of the Maple Leaf Club. Another important aspect in the reuse of this building is recognition of the building itself. Anytime I have mentioned the building I want to develop, most people have no idea to which I am referring. As it sits, the building is non-descript and gets lost; this plan would make the building have a presence and become another showpiece on the block to compliment the L&L Building and the Swift Building that surround it.

3

The development of a tax paying, attractive property, I believe, will not only support existing developments but will attract further development. The City owns another lot (available for bid along with the Maple Leaf Club building) as well as the public parking lot on the block and the way I see it, with the pending success of the Empire Parking Garage, another similar development could take place on the public parking lot currently sitting next to the Maple Leaf Club. My proposed Maple Leaf Club Lofts development and the existing developments along Minnesota Avenue would support such a development and thus the city could effectively create another TIF district along Minnesota Avenue. That TIF district (that currently does not exist) could become a new source of revenue for the City that the council could then use as a designated fund for social service entities, community resources, improved roads/trails, etc. If there are people living Downtown that demand services and entities, those services and entities will find their way to downtown locations and the Downtown economy of Billings will continue to grow and thrive as we enter a new era and a revised framework plan.

To get to the specific financials of my project proposal, I am making an offer of \$60,000.00 for the Maple Leaf Club (Galles Building). For this development, a partnership has started to develop. I have one committed partner, and several potentials. We have spoken with representatives from Stockman Bank and Western Security and so the financials connection has been made (see attachment "Project Financial Outline" for further information). This partnership process has worked in other projects I have been a part of, and so I am confident this will work in this case, if I have the time to



maple leaf club lofts

do so. I have the support of the Minnesota Avenue neighborhood, and I am passionate about the project. I believe the rehabilitation I am offering to the disposal/selling process of this building is reasonable, it is actually pretty perfect. The feasibility of this alteration is based on this - my proposal is well thought out and is, in my opinion, the highest and best use of the property taking into account the surrounding neighborhood, tax-base increase, support of the Downtown Framework Plan, and endorsement of Downtown community members that I have contacted; this is a project that has so many positive impacts for Downtown Billings.

My construction partner, Mike Handley and I have put a lot of thought and work into the Maple Leaf Club project thus far, and all we need is for the city of to give us a chance to purchase this vacant building so that we can do something great with a property we have always seen the potential in to develop. The prospect of developing this property excites us and drives us to create something wonderful that will become a shining example of what development in the heart of Downtown Billings should be. We appreciate your time and attention in this matter, which is an important one to us. We love downtown Billings and know it well. The time is ripe for this sort of investment by the City in active and involved community members.

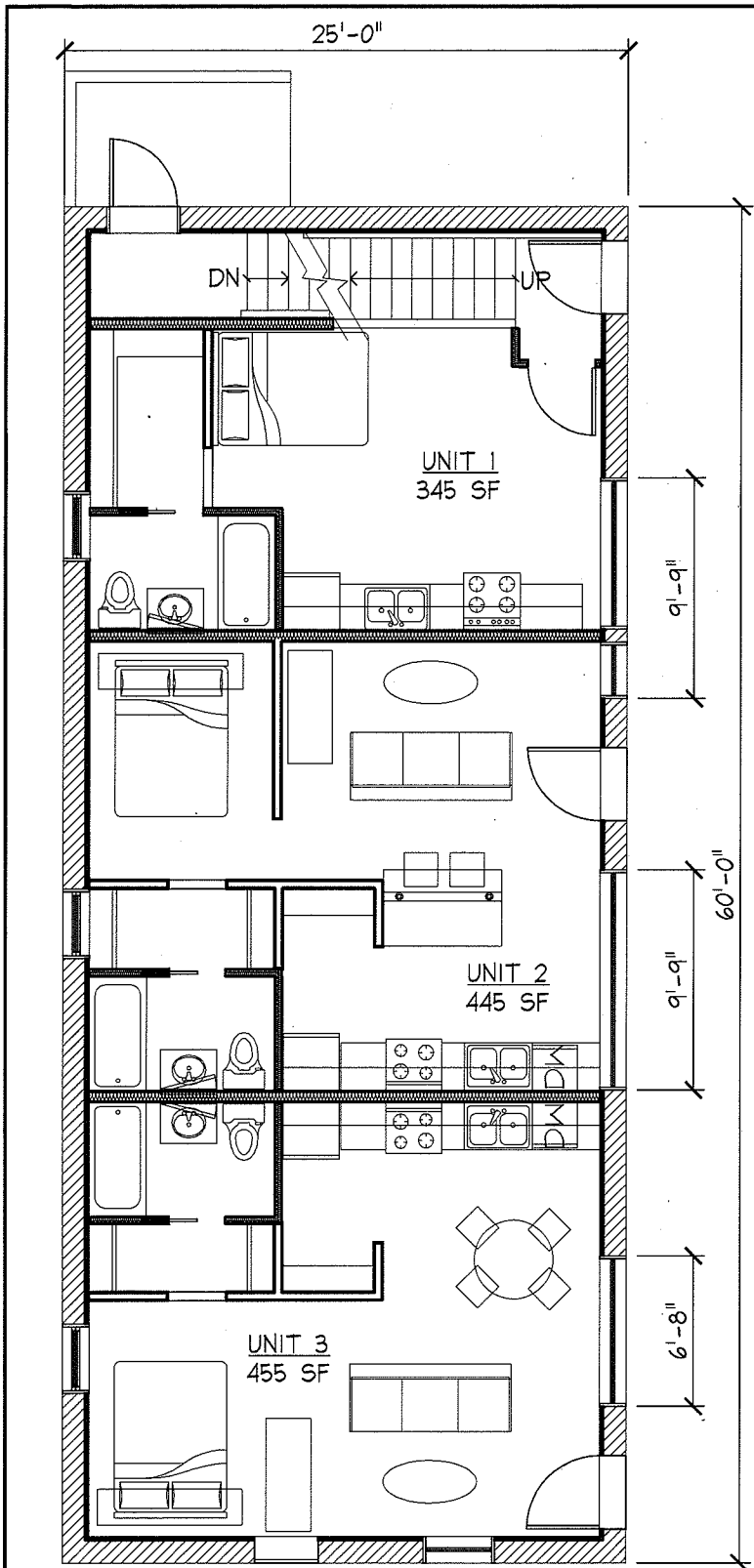
+ maple leaf club lofts

PROJECT DESCRIPTION TABLE OF CONTENT

- A Project Financial Outline
- A1 Main Floor Plan
- A2 Upper Floor Plan
- A3 Exterior Elevations
- A4 Exterior Elevations

Email Dated 9/28/2010 to Brenda Beckett, City of Billings Community Development Manager – initial contact with the city about touring the Galles Building (Maple Leaf Club)

Content



FLOOR PLAN NOTES:

1. The two existing floor plans have been divided into (5) loft apartment units. There are (3) studio units on the main floor and (2) one-bedroom units on the upper floor. The rent/month for the units vary from \$500 - \$750. This is based on neighboring rental rates determined by \$/SF of space per apartment. These are subject to change, but for purposes of this proposal and the financial feasibility this is the minimum rate range that will make this proposal viable.
2. As many of the existing interior elements as possible will be reused - trim, base, windows, stair and railing. The flooring is in pretty rough shape and most likely will not be reused as flooring. Those pieces that are not damaged will be dismantled and used for trim, wall coverings, and accents for the new construction elements in the units. For the most part, the space is a blank canvas and what is there will be the character of the new loft units.
3. There has only been one added exterior opening - this is the door for access to the basement which will be used as storage and mechanical space.
4. Mechanical systems will be very low-impact as well, minimal (to no) duct work and radiant floor heat will allow the space to maintain it's high ceilings and original detailing with little mechanical clutter.

1 MAIN FLOOR PLAN

A1

1/8" = 1'-0"



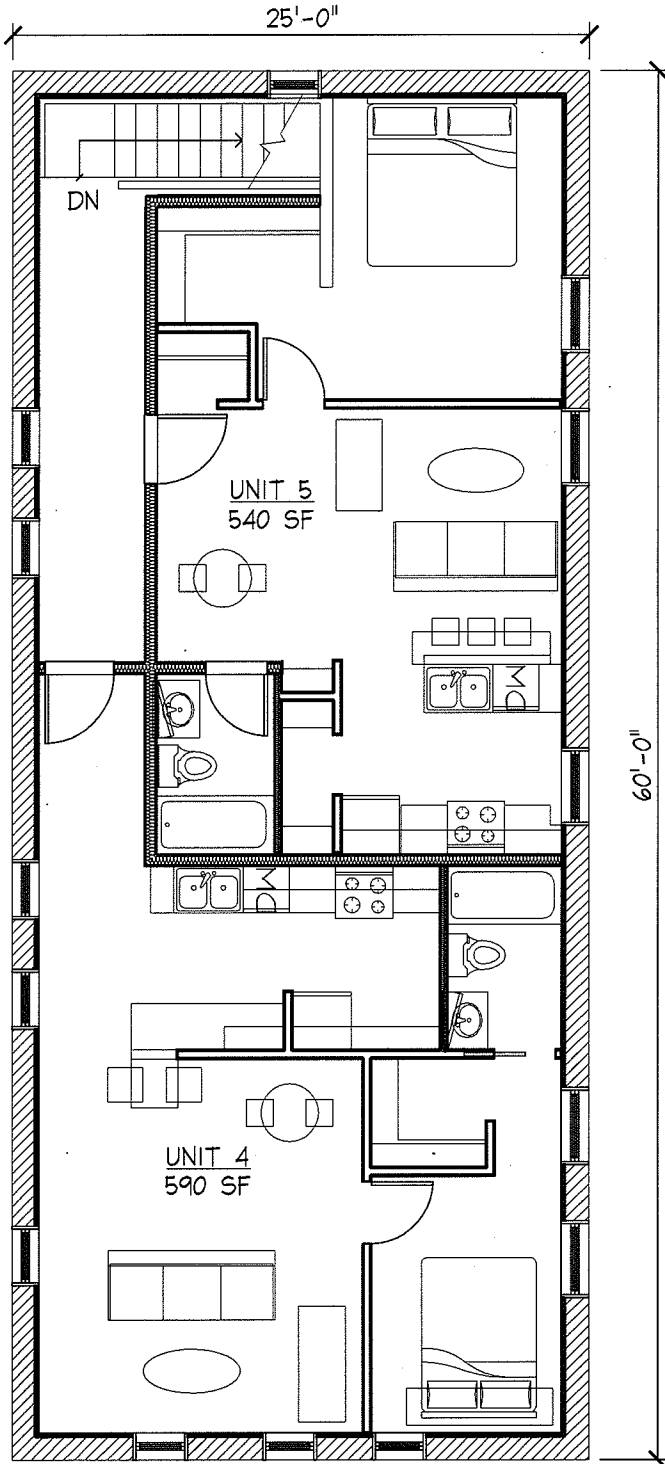
MAPLE LEAF CLUB LOFTS PROPOSAL PREPARED FOR BILLINGS COMMUNITY DEVELOPMENT DIVISION

10 S 26TH STREET BILLINGS, MT 59101

FLOOR PLANS - 5 UNIT OPTION

DATE: 10/12/2012
 DRAWN BY: MBS
 PROJECT NUMBER: 2012-1
 SHEET #

A1



1 UPPER FLOOR PLAN

A2

$\frac{1}{8}'' = 1'-0''$



MAPLE LEAF CLUB LOFTS PROPOSAL PREPARED FOR BILLINGS COMMUNITY DEVELOPMENT DIVISION
 10 S 26TH STREET BILLINGS, MT 59101
 FLOOR PLANS - 5 UNIT OPTION

DATE: 10/12/2012
 DRAWN BY: MBS
 PROJECT NUMBER: 2012-1
 SHEET #

A2



2 EAST ELEVATION

A3

$\frac{1}{8}'' = 1'-0''$



1 NORTH ELEVATION

A3

$\frac{1}{8}'' = 1'-0''$

ELEVATION NOTES:

1. The facade design was inspired by historic photos and created with respect to the Secretary of the Interior's Standards for Historic Preservation. This includes restoring the storefront using similar proportions; modified only slightly. Existing second story windows (boarded up currently) will be refurbished with sash kits and upgraded glass. This is unless complete replacement is deemed necessary and approved by SHPO.
2. Paint removal is up for discussion; it will depend on cost and possibility. The brick used for the Maple Leaf Club is common brick; once painted removal can be harmful to brick and impossible to do without ruining its integrity. This option will be explored; if possible, it will be done in another phase of the project due to cost.
3. Original openings will be maintained; one new opening on the north facade will be added to access the basement for mechanical and possibly laundry services.

MAPLE LEAF CLUB LOFTS PROPOSAL PREPARED FOR BILLINGS COMMUNITY DEVELOPMENT DIVISION

10 S 26TH STREET BILLINGS, MT 59101

EXTERIOR ELEVATIONS

DATE: 10/12/2012
DRAWN BY: MBS
PROJECT NUMBER: 2012-1

SHEET #

A3



2 WEST ELEVATION

A4

$\frac{1}{8}'' = 1'-0''$



1 SOUTH ELEVATION

A4

$\frac{1}{8}'' = 1'-0''$

MAPLE LEAF CLUB LOFTS PROPOSAL PREPARED FOR BILLINGS COMMUNITY DEVELOPMENT DIVISION
 10 S 26TH STREET BILLINGS, MT 59101
 EXTERIOR ELEVATIONS

DATE: 10/12/2012
 DRAWN BY: MBS
 PROJECT NUMBER: 2012-1
 SHEET #

A4

Maisie Sulser

From: Beckett, Brenda <BeckettB@ci.billings.mt.us>
Sent: Tuesday, September 28, 2010 3:22 PM
To: 'Maisie Sulser'
Subject: RE: Galles Building

You bet!

Brenda Beckett

Community Development Manager
PO Box 1178, Billings, Montana 59103
Phone: (406) 657-8286 Fax: (406) 657-8327
Email: beckettb@ci.billings.mt.us
Website: <http://www.ci.billings.mt.us>

From: Maisie Sulser [<mailto:msulser@highplainsarchitects.com>]
Sent: Tuesday, September 28, 2010 3:17 PM
To: Beckett, Brenda
Subject: RE: Galles Building

Thanks, Brenda!
Looks like we're on for tomorrow. See you at four @ the building.
Thanks, again.

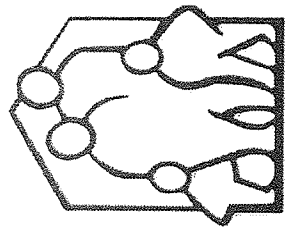
Maisie

From: Beckett, Brenda [<mailto:BeckettB@ci.billings.mt.us>]
Sent: Tuesday, September 28, 2010 3:11 PM
To: 'msulser@highplainsarchitects.com'
Cc: 'Randy Hafer'
Subject: Galles Building

Thanks for your interest in the Galles Building!

Brenda Beckett

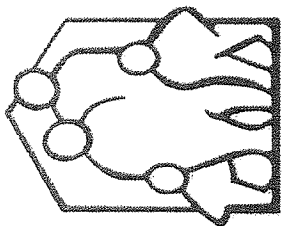
Community Development Manager
PO Box 1178, Billings, Montana 59103
Phone: (406) 657-8286 Fax: (406) 657-8327
Email: beckettb@ci.billings.mt.us
Website: <http://www.ci.billings.mt.us>



Interfaith
Hospitality
Network

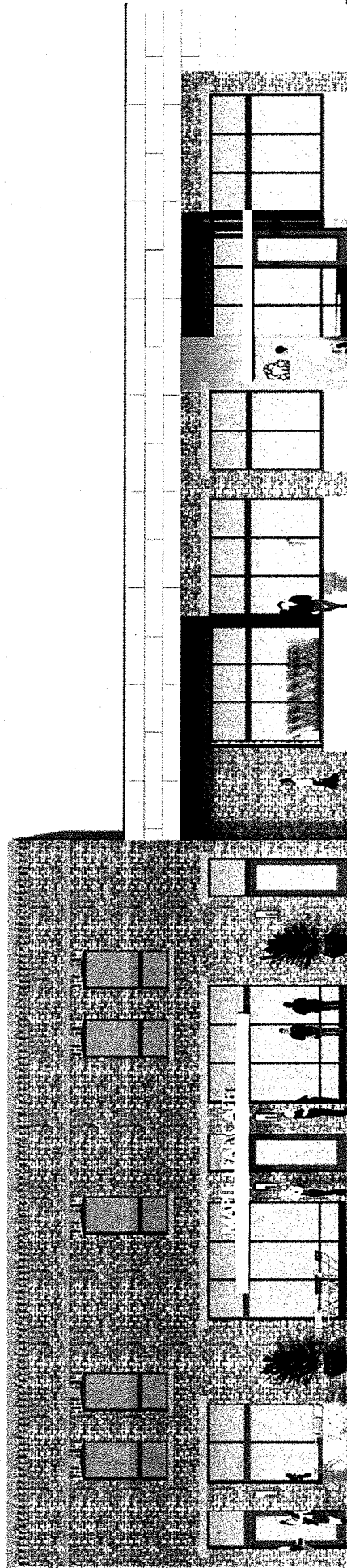
Day Center & MAPLE LEAF CAFE





Interfaith
Hospitality
Network

Day Center & MAPLE LEAF CAFE

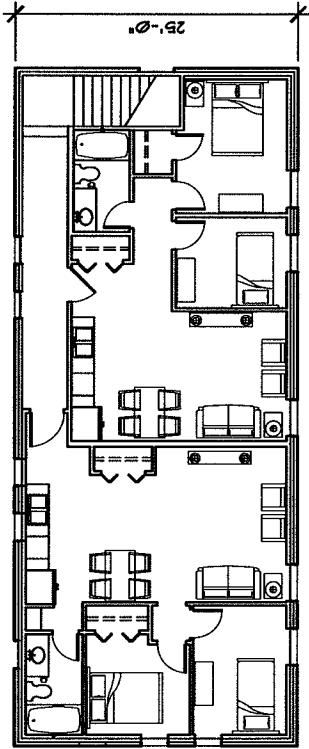


COLLABORATIVE DESIGN
ARCHITECTS

2280 GRANT ROAD SUITE C BILLINGS, MT 59102 406.248.3443

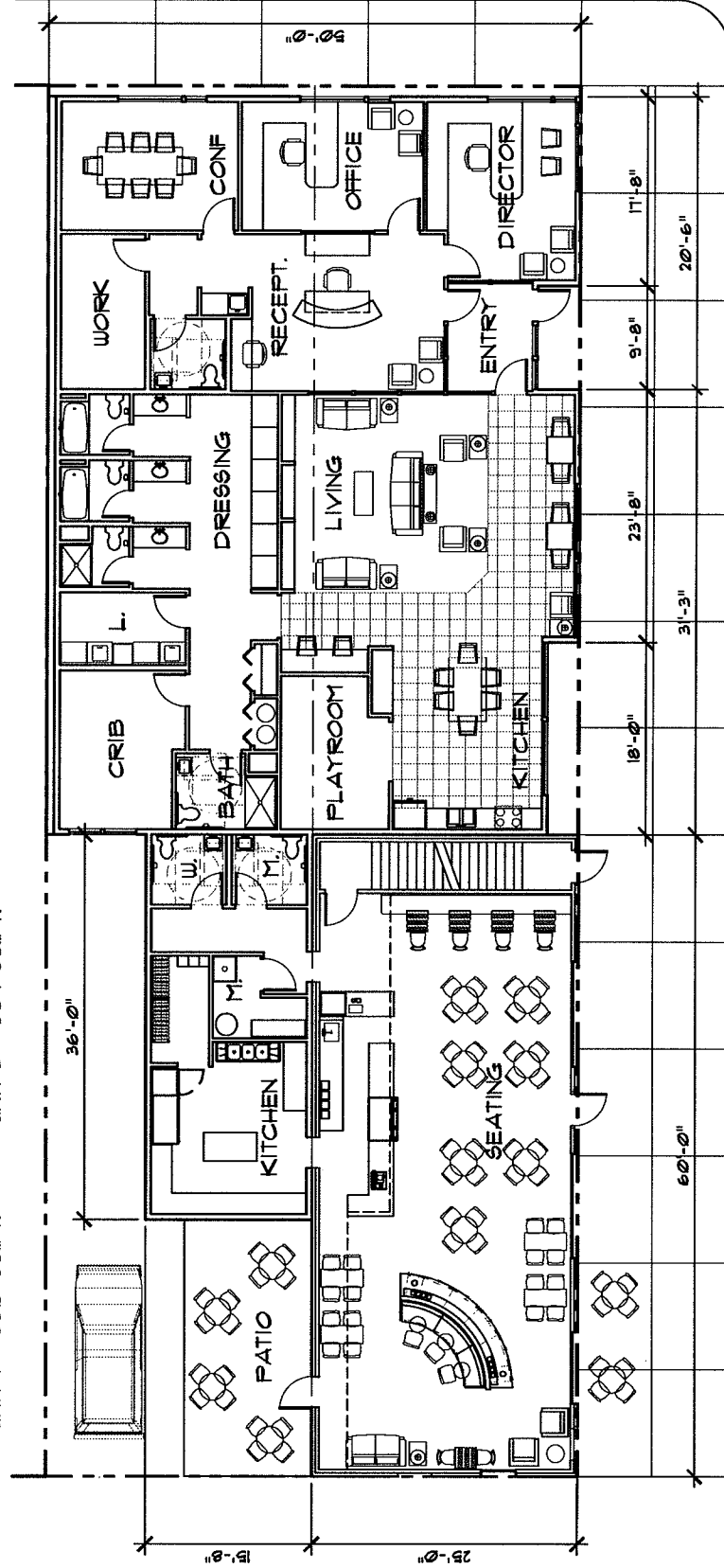
IHN DAY CENTER, APARTMENTS AND COFFEE SHOP

DAY CENTER 3,357 SQ. FT.
 COFFEE SHOP 2,064 SQ. FT.
 APARTMENTS 1,500 SQ. FT.



UNIT 1 - 630 SQ.FT.

1 UPPER FLOOR PLAN
 AI 9'02" - 1'-0"



MINNESOTA AVENUE

NORTH 26th STREET

2 MAIN FLOOR PLAN
 AI 9'02" - 1'-0"

COLLABORATIVE DESIGN

ARCHITECTS
 www.collaborativedesignarchitects.com
 406.248.3443

IHN DAY CENTER AND APARTMENTS

BILLINGS, MONTANA

28 OCTOBER 2011

VII. Bid Cover Sheet

GALLES BUILDING & ADJACENT LOT SALES - BID OFFER

BID DEADLINE: October 12, 2012 at 2:00pm (MST)

Property Description	Bid Price
10 South 26th Street, Billings, Montana; Block 189, Lot 7	\$68,750
Block 189, Lot 8	\$16,250

BIDDER INFORMATION

Printed Name: E Andy Rio
Organization: Interfaith Hospitality Network
Mailing Address: 40 10th Street West
City, State, Zip: Billings, MT 59102
Phone: 406.294.7432
Email: Andy Rio [ario@littlehornstatebank.com]

REQUIRED ATTACHMENTS

Did you attach a complete Project Description?

Describe the development that will occur on the property in narrative format, including (but not limited to): intended use(s); preservation of historic value; estimated costs; access to financing; and other factors that may affect the bidder's ability to complete the proposed project.

Yes No

SIGNATURE

Signature:



Date:

10/12/2012

Submit bids and other required information to the
City of Billings - Office of the City Clerk at 210 North 27th Street, Billings, MT 59101
in a sealed envelope marked **GALLES BUILDING**. Late bids may not be accepted or reviewed.

PROJECT DESCRIPTION

Intended use:

Interfaith Hospitality Network of Yellowstone County intends to build a new Day Center to serve homeless families who are struggling to re-establish themselves in the community. In addition to the Day Center, IHN intends to remodel the existing structure to provide a new coffee shop and two apartments.

Interfaith Hospitality Network of Yellowstone County (IHN) was formed in 2004; it is a community of **22** Billings religious congregations and approximately **1800** volunteers who put their faith into action with more than **20,000** hours of volunteer time to provide meals, shelter, and a safe, non-judgmental environment for families experiencing homelessness. Unlike organizations that provide overnight shelter and feed as many people as possible, our mission is to help homeless families achieve and sustain independence. Our success rate speaks for itself; approximately three out of every four people who enter our program graduate with jobs and a place to live. Three out of four people who enter our program become contributing, tax-paying members of society.

Each family receives intensive case management support, mentoring, and guidance while they look for jobs and housing. The IHN program is about compassion and accountability, and families are expected to work hard to accomplish their goals and attain jobs and housing. In the words of one "graduated" mom who is now living, with her son, in her own home, "IHN was hard but it changed my life."

Interfaith Hospitality Network currently has four Transitional Housing apartments for families in our program. The families in Transitional Housing have income, and their rents are based on a sliding scale to allow them to save up their "seed" money to pay their first month's rent and get them started in commercially available housing.

The new Day Center and additional two units of Transitional Housing will allow us to offer our services to more of these families than we can currently. For Billings and Yellowstone County this means putting more self-sufficient, tax-paying citizens into the community.

Preservation of Historic Value

We are committed to the preservation of the Galles Building and respect the rich and unique history of the "Maple Leaf Club" that occupied this site. Our building addition will complement the original architecture that contributes to

Billings' heritage, and we will willingly work with the Montana State Historic Preservation Office to ensure a satisfactory transition for the site. The historic use of this site was a store/restaurant/nightclub, and a part of our intended use is for a coffee shop/café, which will provide IHN with income and some of our guest families with on-the-job training. To honor the history of the building, we are proposing to name our coffee shop the 'Maple Leaf Café.

Estimated Costs

The total project budget, including the purchase of property from the City of Billings will be approximately \$725,000. Also included in this cost are soft costs, financing costs, furniture, fixtures and equipments and start-up costs for the café.

Financing

We have commitments from First Interstate Bank to finance 80% of our land purchase. Additionally, the IHN Board will provide 20% of the purchase price. Depending upon our fund-raising efforts, we will provide at least 50% of the construction financing from donations, and First Interstate Bank has committed to financing the balance. The coffee shop/café on the main floor will provide approximately \$20,000 per annum income to service the debt, and the two Transitional Housing units on the second floor will provide another \$7,000 in annual income for debt service.

Other Factors

- Although on the "Bid Cover Sheet" we have arbitrarily divided our bid into two parts, our project requires both parcels of land: Block 189, Lot 7, and Block 189, Lot 8. Our total bid for both parcels is \$85,000.
- The Montana Historic Property Record lists the Architectural Style as WESTERN COMMERCIAL and lists the property type as COMMERCIAL. It has historically been a commercial property and our proposal is consistent with the past commercial and mixed uses for the building.
- The property is located in the Historic District of the Downtown Billings Framework Plan. The goal of this district is 'To preserve and compliment this heritage, create and active business, residential and pedestrian environment.' Our proposal will create both business and residential uses and will activate the pedestrian streetscape during the day and on evenings and weekends.
- The property is also located in a HUD Enterprise Zone. The Community Renewal Initiative for the Zone is to encourage businesses to open, expand and hire local residents from the designated areas. Our proposed Maple Leaf Café will provide up to 15 part-time and full-time

jobs for our clients, but also provide job opportunities for the residents of the adjacent neighborhoods.

- IHN is a non-profit organization but the café portion of the proposal will be taxed at commercial rates adding to the tax increment for the area. Also creation of 15 new jobs will generate additional tax revenue.
- The office addition to the north side of the existing building will add back building mass that has been removed from the area. Historically there has been a structure on that corner as evidenced by the photos provided in the bid materials.
- The Galles Building location is an excellent location to provide easy access for our clients to other services that they require. Some of these services are health care, housing assistance, HRDC support, bus lines, counseling and shopping. It is centrally located for our participating congregations and for the schools our clients' children attend.

The IHN Day Center proposal for a mixed use facility is exactly the type of development that is needed in downtown Billings. Jane Jacobs in her book 'The Death and Life of Great American Cities' states that "Insufficient primary mixed uses is typically the principal fault in our downtowns." There is something about mixed use developments that provide an active street throughout the day everyday of the week that creates a sense of place, provides security and forms a synergy between all the adjacent uses. This synergy then draws other businesses and activity to it.

Thank you for your consideration and support of our IHN Day Center project!

VII. Bid Cover Sheet

GALLES BUILDING & ADJACENT LOT SALES - BID OFFER

BID DEADLINE: October 12, 2012 at 2:00pm (MST)

Property Description	Bid Price
10 South 26th Street, Billings, Montana; Block 189, Lot 7	
Block 189, Lot 8	

BIDDER INFORMATION

Printed Name:	
Organization:	
Mailing Address:	
City, State, Zip:	
Phone:	
Email:	

REQUIRED ATTACHMENTS

Did you attach a complete Project Description?

Describe the development that will occur on the property in narrative format, including (but not limited to): intended use(s); preservation of historic value; estimated costs; access to financing; and other factors that may affect the bidder's ability to complete the proposed project.

Yes No

SIGNATURE

Signature:	
Date:	

*Submit bids and other required information to the
City of Billings - Office of the City Clerk at 210 North 27th Street, Billings, MT 59101
in a sealed envelope marked **GALLES BUILDING**. Late bids may not be accepted or reviewed.*

October 12, 2012

Dear City Officials--

We are very excited to bid on the building at 10 South 26th Street--having admired the building and seen great potential in it for many years. We feel uniquely able to steward the architectural history and integrity of the former Galles Building, which we are tentatively calling the Maple Leaf Building.

Our experience as owners of historic downtown property (i.e. Stapleton Building) and as design professionals means that our team will bring a sensitivity to the project that should make the building itself, and the area in general, more viable for future development. We have recently had the opportunity to assist Joni and Steve Harman with their efforts in the Fieldhouse Cafe and the Swift Building Lofts across the street. We currently occupy a small design studio in their building. As such, we are deeply vested in the downtown community *and* in the improvement of the Old Town Historic District. We are passionate about seeing this once neglected area of downtown thrive with a mix of businesses and residences.

Our design team is currently at work researching the most historically appropriate way to approach the project. We have spoken with Lora Mattox of the Yellowstone Historic Preservation Board to making sure we are within their guidelines from the outset. Likewise, we have toured the building twice with a contractor pre-selected to perform the work (who can begin within 60 days). In the attached drawings and initial concepts, we show our intention to turn the building into 3-4 upscale loft rental units 幼 completely replacing the windows, doors and large 都 torefrontglass enclosures with new, historically accurate ones, adding fabric awnings, adding a landscaped exterior courtyard and West-facing balconies, redressing the crumbling masonry exterior, as well as painting the exterior with a color accurate the early 1900s.

We feel that the timing of the city's disposition is perfect for us to be able to tackle this rehabilitation in a timely manner. While the building requires very costly windows (approx \$20K) and exterior renovation work (approx. \$38K) to properly strip, repair, seal, and paint the brick, we are confident

that the buildings excellent basic structure, sound roof, and lack of interior demolition will offset those costs as we create desirable and attractive residences. We also feel that our efforts to beautify and uncover the history of this building will overcome the obvious challenges across South 26th Street from the Maple Leaf (an adult bookstore and a large substation). We intend to make this area much more attractive to future development.

Our offer for \$65,000 can be executed rapidly--as we do not need to seek outside financing and have the resources to see the project through to completion. We also pledge to begin work almost immediately.

More than anything, we hope our bid is selected from the others that come across your desk because we believe we will be the best stewards of this historical structure for the next generation. We will transform it into an example for others to follow in the Historical District. Please feel free to contact us to talk about the project and ask questions about our intentions at any time. We welcome the opportunity to share our vision with you!

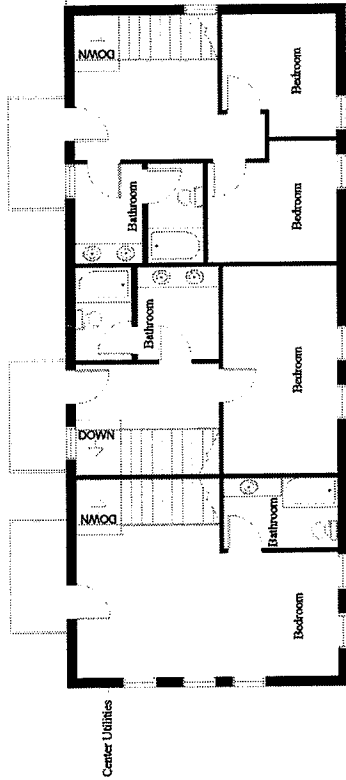
Thank you for your consideration,

Jeremiah D. Young

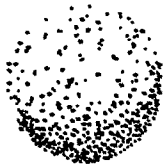
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Creative Director of Kibler & Kirch

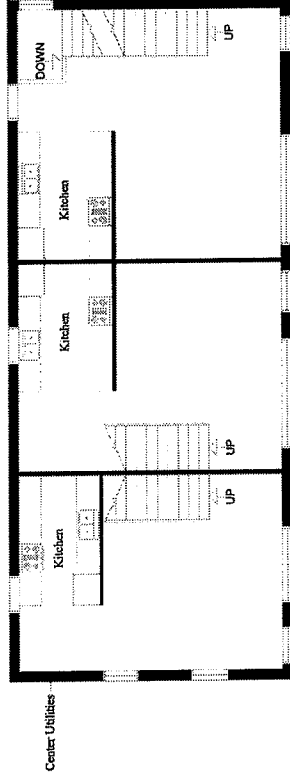
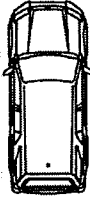
Authorized Agent / Owner of Stapleton Property Investments



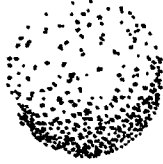
Second Floor
1/16" = 1'0"



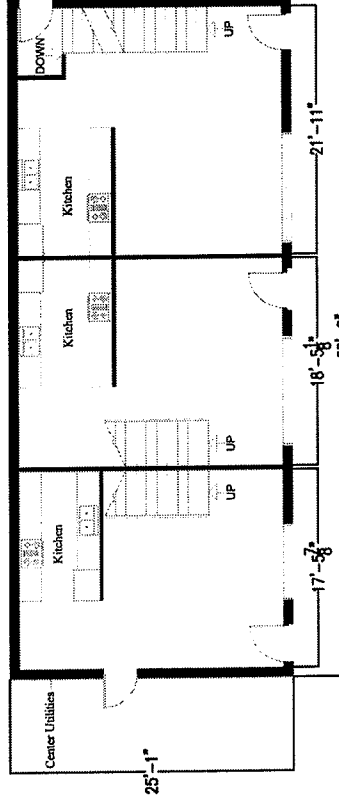
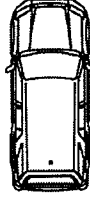
Landscape Courtyard



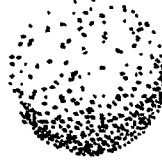
Mezzanine Level
1/16" = 1'0"



Landscape Courtyard



First Floor
1/16" = 1'0"



Landscape Courtyard



PROJECT: Maple Leaf Building

LOCATION: 10 South 26th Street

Billings, MT



Type: Floor Plans

Drawings are based off of estimated measurements

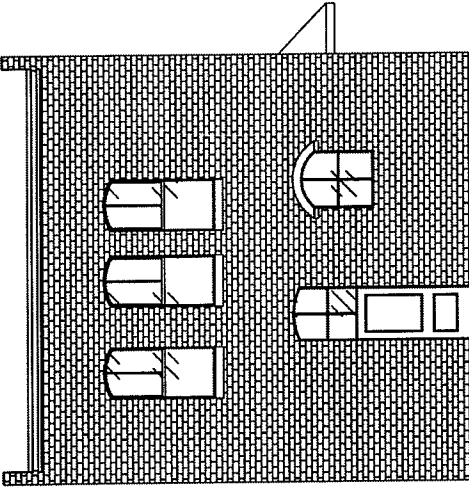
Date: October 11, 2012

Scale: 1/16" = 1'0"

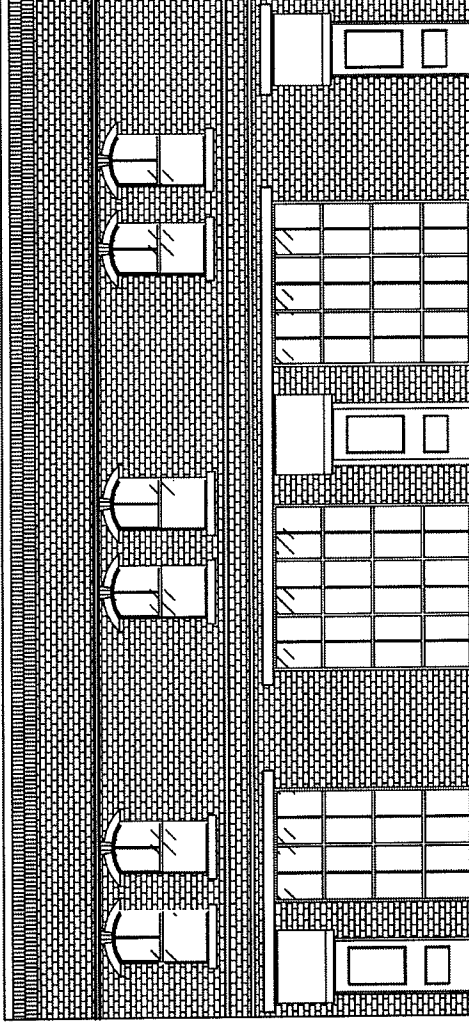
SHEET:

2

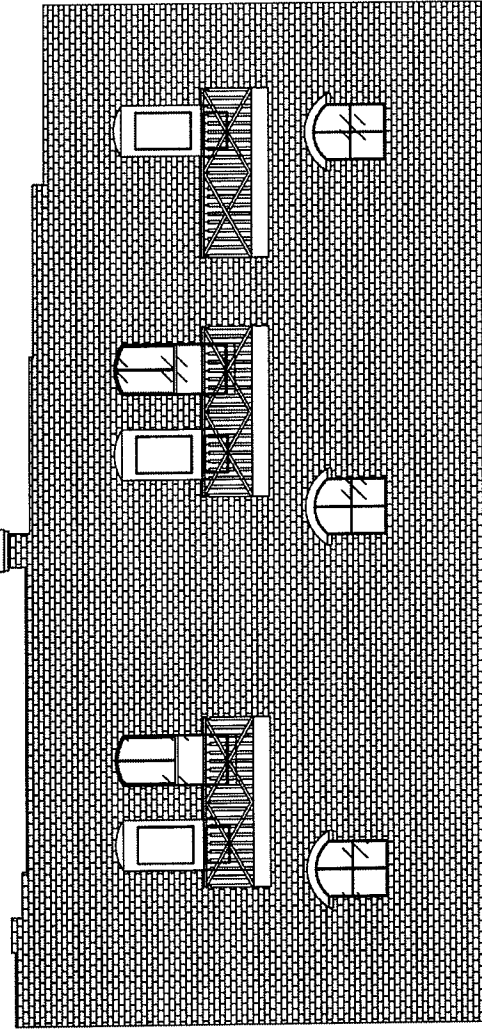
Working Drawing



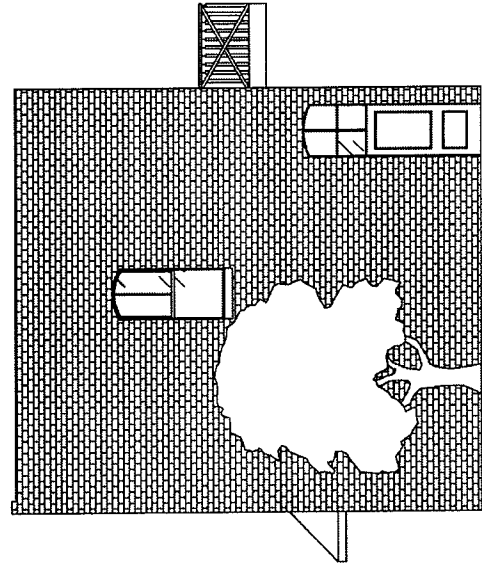
Side Elevation
South Facing



Front Elevation
East Facing



Back Elevation
West Facing



Side Elevation
North Facing



PROJECT: Maple Leaf Building
LOCATION: 10 South 26th Street
Billings, MT

Type: Floor Plans

Drawings are based off of estimated measurements

Date: October 11, 2012

Scale: 3/32" = 1'0"

SHEET:

1

Working Drawing

RESOLUTION 12 - _____

A RESOLUTION PURSUANT TO BILLINGS, MONTANA CITY CODE, ARTICLE 22-900: SALE, DISPOSAL OR LEASE OF CITY PROPERTY, DESCRIBING THE PROPERTY TO BE DISPOSED OF, AND AUTHORIZING CITY OFFICIALS TO PROCEED WITH THE LAND DISPOSAL

WHEREAS, the City of Billings owns and desires to dispose of unnecessary public property located at 10 S. 26th Street; and

WHEREAS, the public property to be disposed of is more particularly described as follows:

Lot 7 and lot 8, block 189 of the Original Townsite of Billings, according to the official plat now on file and of record in the office of the Clerk and Recorder of Yellowstone County, Montana; and

WHEREAS, the notice required by Section 22-902 of the Billings Montana City Code has been duly published and mailed; and

WHEREAS, the public hearing required by Section 22-902 of the Billings Montana City Code was duly held on October 22, 2012.

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

That the City staff are authorized to proceed with the sale of lot 7 and lot 8, block 189 of the Original Townsite of Billings to the Interfaith Hospitality Network for a total price of \$85,000.

APPROVED by the City Council of the City of Billings, Montana this 22nd day of October, 2012.

THE CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, Mayor

ATTEST:

Cari Martin, City Clerk

Regular City Council Meeting

Meeting Date: 10/22/2012

TITLE: Public Hearing and First Reading of an Ordinance Amending the City Subdivision Regulations

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

On January 13, 2012, Montana Attorney General (AG), Steve Bullock, issued an opinion in response to a question from the Missoula County Attorney regarding the state's review requirements for subdivisions for rent or lease. Specifically, among other things, the AG opinion established that developments that have more than one building for rent or lease on a single tract of land are in fact subdivisions for rent or lease, and need to be reviewed as subdivisions under the Montana Subdivision and Platting Act. This opinion is different from how the City of Billings has been reviewing these types of developments under Article 23-600 of our local Subdivision Regulations. Therefore, the City Subdivision Regulations are in conflict with State law and should be updated to be consistent with it.

Since January, Planning staff has been informing the development community of the new AG opinion, and looking carefully at all new developments proposed for rent or lease. Planning staff, in consultation with City Legal and other affected City Departments, has also drafted amendments to the City of Billings Subdivision Regulations, and is now prepared to bring them forward to City Council for consideration. The City-County Planning Board held a public hearing and reviewed the proposed amendments to the City Subdivision Regulations on August 28, 2012. The Planning Board failed to make a recommendation on the amendments at that meeting. The City Council must hold a public hearing on the proposed amendments and decide whether to adopt them. The action was originally scheduled for October 9, but City Council agreed to delay the hearing and action until October 22 to ensure that the proper public hearing advertising occurred.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the proposed changes to Article 23-600 of the City Subdivision Regulations;
- Approve the proposed changes with amendments; or
- Not approve the proposed changes. If the City Council chooses to not approve the amendments, the City's Subdivision Regulations will be in conflict with State law

FINANCIAL IMPACT

There are no foreseen financial impacts to the City for adopting the Amendments to Article 23-600 of the City Subdivision Regulations.

BACKGROUND

The Montana Subdivision and Platting Act (76-3-101, et seq., MCA) was established in 1973 to provide guidance to local governments in Montana when regulating the division of land. The Act is intended to provide consistency of subdivision review throughout the state by providing review criteria and procedures, and mandating local governments to adopt their own subdivision regulations in compliance with the provisions of the Act. Through the years, the Act has been amended, re-interpreted, and updated numerous times necessitating local governments to update their own regulations. In January of this year, one such re-interpretation by the Montana AG caused many local governments, including the City of Billings, to change how they review 'subdivisions for rent or lease.'

Currently, the City Subdivision Regulations define a subdivision for rent or lease as when any portion of a parcel is rented or leased for the purposes of situating a temporary or permanent residential or commercial structure owned by the renter or lessee. This definition was derived from the advice of a previous AG's interpretation of the Act, and essentially ties the rent/lease action to the land itself, not the structures placed on the land. Primarily, under the current definition, manufactured home parks and RV parks were the developments subject to subdivision for rent/lease review.

The 2012 AG Opinion states that a subdivision for rent or lease is actually a development that has more than one building for rent or lease on a single tract of land, therefore tying the rent/lease action to the buildings or structures on the land. Because of this, now any development that has multiple buildings being rented on a single tract will need to undergo subdivision review. This will include multi-building apartment complexes, self-storage complexes, business parks on lease land, etc.

The proposed amendments are an effort to do a few things. First, to redefine the term subdivision for rent or lease, and establish some parameters for what type of development needs to be reviewed, under the new interpretation of the Act. Second, the amendments establish a review process and development standards for these developments. And lastly, the amendments exempt subdivisions for rent or lease from the existing Master Site Plan review, that is required when multiple buildings are being placed on lots.

STAKEHOLDERS

There were no public comments received at the Planning Board's Public Hearing held on August 28, 2012. However, Planning Staff met with several interest groups prior to the Public Hearing to explain the need for the updates and to go over the proposed amendments. These groups included the Homebuilders' Association, the Billings Association of Realtors, and the Development Process Advisory Review Board. Also, email notices were sent out to nearly 300 patrons of the Planning Division, and the proposed amendments were made available on-line and in paper form.

The Planning Board failed to pass a motion with a recommendation to the City Council regarding the proposed amendments to the City Subdivision Regulations. The Boardmembers expressed concern about the possible loophole in the law that allows a single, large, multi-unit apartment building to not be reviewed for its impacts, while two single-unit detached buildings for rent would be reviewed. The Board also indicated that the Legislature should address the problems in the law in the next session.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

The proposed amendments will bring the City of Billings Subdivision Regulations into compliance with the Montana Subdivision and Platting Act, as it is currently written and interpreted.

RECOMMENDATION

Planning Staff recommends approval of the ordinance amending Article 23-600 of the City Subdivision Regulations. The Yellowstone County Planning Board failed to forward a recommendation to City Council on a 1 (yes) - 2 (no) vote with 3 members abstaining.

APPROVED BY CITY ADMINISTRATOR

Attachments

Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BILLINGS PROVIDING THAT THE BILLINGS, MONTANA CITY CODE BE AMENDED BY REVISING SECTIONS 23-601, 23-602, 23-603, 23-605, and 23-606; PROVIDING UPDATES TO THE SUBDIVISION REGULATIONS.

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

Section 1. That Section 23-601 of the Billings, Montana, City Code be amended so that such section shall read as follows:

Section 23-601. General.

- A. **Purpose.** A subdivision for rent or lease is a development created in order that more than one building, structure, or other improvement on a single tract of record can be rented or leased. For the purpose of this Article, 'Building, structure, or other improvement' means any building, vehicle, or other place suitable for human occupancy or night lodging of persons, or for carrying on business, whether or not a person is actually present. A subdivision for rent or lease includes, but is not limited to an area that provides or will provide multiple spaces for recreational camping vehicles or mobile homes, or multiple buildings for rent or lease whether residential or commercial. A subdivision for rent or lease does not include structures such as billboards, cellular towers, drill rigs, agricultural buildings or improvements, accessory structures rented or leased by the same party who is renting or leasing a principle structure, other similar structures as determined by the governing body or designee. ~~created when any portion of a parcel is rented or leased for the purposes of situating a temporary or permanent residential or commercial structure owned by the renter or lessee. The rented/leased land is owned as one (1) parcel under single ownership, which can include a number of persons owning the property in common. Examples of subdivisions for rent or lease include, but are not limited to, manufactured home parks and recreational vehicle parks.~~
- B. **Review & approval required.** Subdivisions ~~created by~~ for rent or lease are exempt from the survey and filing requirements of the Montana Subdivision and Platting Act (MSPA), but must be submitted for review and approval by the governing body before portions thereof may be rented or leased (76-3-208, MCA). Approval must be based on the criteria found in Article 23-300 of these Regulations.

The number of individual units with water and/or wastewater facilities shall determine the level of review under Article 23-300 (i.e. major, minor, or expedited) as follows:

- a. Zero to two (0-2) units with water and/or wastewater services, meeting all other criteria found in Section 23-305.A. of these regulations shall be reviewed as a subdivision qualifying for expedited review under Section 23-305.

- b. Zero to two (0-2) units with water and/or wastewater services not meeting one or more of the criteria found in Section 23-305.A. of these regulations shall be reviewed as a first minor subdivision under Section 23-303.
- c. Three to five (3-5) units with water and/or wastewater services shall be reviewed as a first minor subdivision under Section 23-303.
- d. Six or more (6+) units with water and/or wastewater services shall be reviewed as a major subdivision under Section 23-302.

C. **Zoning requirements.** Subdivisions for rent or lease shall follow ~~the~~ all applicable requirements outlined in the Unified Zoning Regulations (Article 27, BMCC). Sections 27-305 and 27-308, and any other applicable Sections of those Regulations.

Section 2. That Section 23-602 of the Billings, Montana, City Code be amended so that such section shall read as follows:

Section 23-602. Review Procedures.

A. Submittal requirements.

- 1. Subdivisions for rent or lease require submittal of those requirements outlined in Article 23-300 of these Regulations except that the subdivider shall submit ~~an~~ unsurveyed final plans drawn to scale, rather than a final plats.
- 2. Supplementary materials. In addition to the submittal requirements outlined in Article 23-300, preliminary and final plans and submittals for subdivisions for rent or lease shall include show the following:
 - a. A layout of all spaces, buildings, or structures proposed for rent or lease.
 - b. Location of common areas and facilities.
 - c. Parks and/or recreation areas, if required by Article 23-1000, of these Regulations.
 - d. Landscaping plan, if required by Section 23-603.E.2, ~~below~~ or Section 27-805, 27-912, Section 27-1006, Article 27-1100 or Article 27-1400, BMCC, as applicable.
 - e. A Traffic Impact Analysis, if required by Section 23-406.B.4., BMCC.
 - f. A Stormwater Pollution Protection Plan (SWPPP) for developments disturbing one acre or more.

- B. ~~Review Procedures.~~ Final Approval.** Subdivisions for rent or lease shall follow the applicable review procedures outlined in Article 23-300 of these Regulations. In lieu of a final plat, a final plan drawn to scale shall be submitted for approval by the governing body. The approved final plan shall be filed with the Yellowstone County Clerk & Recorder as an exhibit, not as a final plat.

Section 3. That Section 23-603 of the Billings, Montana, City Code be amended so that such section shall read as follows:

Section 23-603. Manufactured Home Park Development Requirements.

A. Manufactured home spaces.

1. The number of allowed spaces is limited to what is approved on the final plan.
2. Manufactured home spaces must be arranged to permit the safe and practical placement and removal of manufactured homes.
3. All manufactured homes must meet the minimum setback requirements of Article 27-308, BMCC from all perimeter boundary lines. In the case where a boundary line is adjacent to an arterial street, all homes and accessory structures must meet setbacks as required in Article 27-602, BMCC.
4. The manufactured home pad must be located at least ten (10) feet from the street that serves it.
5. Location of space limits on the ground must be approximately the same as those shown on the approved plans. Precise surveying of space limits is not required either on the plans or on the ground.
6. The size of the manufactured home pad must be suitable for the general market to be served and must fit the dimensions of manufactured homes anticipated. At a minimum the pad should measure fourteen (14) feet wide and seventy (70) feet long. All pads shall be constructed of at least six (6) inches of gravel over a stabilized sub-base.
7. The total area occupied by a manufactured home and its roofed accessory buildings and structures may not exceed one-third (1/3) of the area of a space.
8. All manufactured homes shall be separated by a minimum of ~~sixteen (16)~~ fifteen (15) feet.
9. There shall be a minimum of fifteen (15) feet between all attached structures such as carports, awnings, decks, and stairs and any adjacent manufactured home.

10. There shall be a minimum of six (6) feet between detached structures and any adjacent manufactured home. Detached structures are defined as any structure that is more than six (6) feet away from the manufactured home.
11. A minimum of two (2) off-street parking spaces must be provided on or adjacent to each manufactured home space. The driveway must be located to allow for convenient access to the manufactured home, and be a minimum of ten (10) feet wide.
- ~~12. One (1) guest parking space must be provided for each ten (10) manufactured home spaces. Group parking may be provided.~~

B. Streets.

1. All streets within a manufactured home park or recreational vehicle park shall be private.
2. Private streets shall be designed to provide access to all sites. No site shall have vehicular access to a public street. The streets shall be laid out to discourage through traffic and intersections with public streets shall be kept to a minimum.
3. ~~Streets shall be designed and built to meet current City Standards. may be designed for no on street parking, on street parking on one (1) side only or on street parking on both sides. All streets shall be paved to a typical crown section, an invert section or a straight warp section. All streets shall be bordered by either sidewalks meeting the current Americans with Disabilities Act (ADA) standards, a double gutter, integral curb and gutter or other method approved by the governing body on the uphill side of a street, but in all cases a sidewalk shall be required on at least one (1) side of the street.~~
- ~~4. The minimum back of curb to back of curb width for streets with no on street parking shall be twenty (20) feet. If a crown section is used, double gutter or curb and gutter shall be placed along both sides. If a warp section is used a sidewalk shall be placed along the uphill side and a double gutter or curb and gutter along the downhill side. The requirements of Section 23-407 (Storm Drainage) of these Regulations shall apply if curb and gutter are not utilized.~~
- ~~5. The minimum back of curb to back of curb width for streets with on street parking on one (1) side shall be twenty nine (29) feet. The requirements along the sides shall be the same as for streets with no on street parking except curb and gutter shall be required along the parking side.~~
- ~~6. The minimum back of curb to back of curb width for streets with on street parking along both sides shall be thirty four (34) feet. Curb and gutter shall be required along~~

~~both sides in all cases or comply with Section 23-407 (Storm Drainage) of these regulations.~~

~~7.4.~~ Curvilinear streets shall have no centerline curve with less than a one hundred (100) foot radius. At intersections, the inside edge of the paved street shall have a minimum of a twenty (20) foot radius.

~~8.5.~~ All streets shall intersect at an angle of ninety (90) degrees except where the subdivider can show just cause not to and with the approval of the governing body.

~~9.6.~~ The layout near street intersections shall be such that a clear vision area is maintained. Stopping sight distance on curves shall be as required on subdivision streets.

~~10.7.~~ All traffic-control devices used shall comply with the current edition of the Manual on Uniform Traffic Control Devices, published by the U.S. Department of Transportation.

C. **Fire protection.** The manufactured home park shall provide an adequate water supply for fire suppression needs, following the requirements as found in Section 23-413 of these Regulations. The means for fire protection shall be subject to approval by the local fire district and the governing body.

D. **Health standards/license requirement.** In addition to the criteria of this Section, manufactured home parks must also meet the minimum standards of the Montana Department of Public Health and Human Services (MDPHHS) under Title 50, Chapter 52, MCA and the requirements of the Montana Department of Environmental Quality (MDEQ) under Title 50, Chapter 60, MCA. The governing body shall not grant final approval of a manufactured home and/or recreational vehicle park until the subdivider first obtains the applicable licenses and approvals for the facility from MDPHHS and MDEQ.

E. **Additional provisions**

1. Manufactured home parks shall meet the parkland dedication requirements as outlined in Article 23-1000 of these Regulations.
2. Manufactured home parks located adjacent to industrial, commercial or lower-density residential land uses shall provide screening such as fences or natural growth along the property boundary lines separating the community from such adjacent uses.
3. All manufactured home parks shall have a sign near the main entrance showing the park layout.

4. Centralized mail delivery shall be provided at one or more locations within the park. Location and design of such group mail collection site(s) shall be reviewed and approved by the United States Postal Service and the Public Works department.
5. It shall be unlawful to operate a manufactured home park without holding a valid license issued by the Montana Department of Environmental Quality (MDEQ), to be renewed annually.

Section 4. That Section 23-605 of the Billings, Montana, City Code be amended so that such section shall read as follows:

Section 23-605. Requirements for Developments Creating Multiple Buildings or Structures for Rent or Lease on a Single Tract of Record.

A. Overall Site Plan Review.

1. In addition to items listed in Section 23-602.A.2., above, the site plan submittal shall include a parking and access plan, a storm drainage plan, utility locations, and building elevations.
2. The number of allowed units is limited to what is approved on the final plan.
3. The proposed development must meet all applicable zoning, site development, building and fire safety requirements of BMCC.

B. Master Site Plan Review.

For developments creating multiple buildings or structures for rent or lease on a single tract of record, review and approval of an overall site plan as described in Section 23-605.A., above, shall replace the Master Site Plan Review process as per Section 27-622, BMCC.

Timing of Improvements.

- ~~A. The subdivider shall install all required improvements before renting or leasing any portion of the subdivision. The governing body or designated agent will inspect all required improvements in order to ensure conformance with the approved construction plans and specifications. The subdivider shall guarantee all improvements for a period of one year from the date of written approval by the governing body or designated agent.~~
- ~~B. If the subdivider seeks approval of the final plan prior to the installation and completion of all required improvements, the subdivider shall enter into a written agreement with the governing body guaranteeing the construction and installation of all required improvements. This agreement shall specify which type of security arrangements the subdivider elects to use and the time schedule proposed for accomplishing the required~~

~~improvements. Acceptable monetary security guarantees are described in Article 23-500 of these Regulations.~~

Section 5. That Section 23-606 of the Billings, Montana, City Code be amended so that such section shall read as follows:

Section 23-606. Timing of Improvements.

- A. The subdivider shall install all required improvements before renting or leasing any portion of the subdivision. The governing body or designated agent will inspect all required improvements in order to ensure conformance with the approved construction plans and specifications. The subdivider shall guarantee all improvements for a period of one year from the date of written approval by the governing body or designated agent.

- B. If the subdivider seeks approval of the final plan prior to the installation and completion of all required improvements, the subdivider shall enter into a written agreement with the governing body guaranteeing the construction and installation of all required improvements. This agreement shall specify which type of security arrangements the subdivider elects to use and the time schedule proposed for accomplishing the required improvements. Acceptable monetary security guarantees are described in Article 23-500 of these Regulations.

Section 6. EFFECTIVE DATE. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 7. REPEALER. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 8. 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 22nd day of October, 2012.

PASSED, ADOPTED and APPROVED on second reading this 13th day of November, 2012.

CITY OF BILLINGS

By _____
Mayor

ATTEST:

By _____
City Clerk

Regular City Council Meeting

Meeting Date: 10/22/2012

TITLE: Public Hearing and Approval of Resolution Approving and Adopting Park Maintenance Districts and Miller Crossing Tax Increment Funds Budget Amendment

PRESENTED BY: Patrick M. Weber, Finance Director

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Staff is requesting that the City Council conduct a public hearing and amend the FY 2012 budget for two of the City's Funds. The water charges for the Park Maintenance Districts Fund were \$122,300 for June of 2012. This caused the actual expenditures to exceed the FY 12 budget by \$100,000. The total water charges for FY 12 were approximately \$100,000 more than FY 10 and FY 11. The Miller Crossing Tax Increment Fund requires a budget amendment in the amount of \$2,400. More incremental revenue was received than anticipated, making the reimbursement to owners in the district higher than was originally budgeted.

ALTERNATIVES ANALYZED

The Council may: Approve the requested budget amendments; or Not approve the requested budget amendments which would put the City in violation of Montana Code Annotated.

FINANCIAL IMPACT

The requested budget amendments will be funded by existing cash balances.

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and approve the resolution approving and adopting the budget amendments for the Park Maintenance Districts and Miller Crossing Tax Increment Funds for Fiscal Year 2011/2012.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution

RESOLUTION 11-

A RESOLUTION TO MAKE **FISCAL YEAR 2011/2012** ADJUSTMENTS TO APPROPRIATIONS PURSUANT TO M.C.A. 7-6-4006 AS AMENDED, AND PROVIDING TRANSFERS AND REVISIONS WITHIN THE GENERAL CLASS OF SALARIES AND WAGES, MAINTENANCE AND SUPPORT AND CAPITAL OUTLAY.

WHEREAS, M.C.A. 7-6-4006 provides that the City Council, upon proper resolution, adopted by said Council at a regular meeting and entered into its Minutes, may transfer or revise appropriations within the general class of salaries and wages, maintenance and support, and capital outlay, and

WHEREAS, based upon a Budget Review (**FY 2011/2012**), it is necessary to alter and change said appropriations of the Park Maintenance Districts Fund in the amount of \$100,000 and Miller Crossing Tax Increment Fund in the amount of \$2,400.

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

PASSED AND APPROVED by the City Council, this 22nd day of October, 2012.

THE CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Cari Martin, CITY CLERK

Regular City Council Meeting

Meeting Date: 10/22/2012

TITLE: Public Hearing and Resolution Approving and Adopting Budget Amendments for Fiscal Year 2012/2013

PRESENTED BY: Patrick M. Weber

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Public Works is requesting the budget authority be re-established in the FY 13 budget for Macona Lane, Fritz Subdivision, and the PAVER program projects. Macona Lane and Fritz Subdivision are SID projects that utilize gas tax funding for the portion of the projects not being paid for by property owners. These two projects were unable to be bid in FY 12 due to timing issues with selling bonds and thus the budget authority needs to be re-established in the FY 13 budget. The FY 12 PAVER program also had funding remaining that was not able to be encumbered in FY 12. Public Works has sufficient cash in its Gas Tax Fund for all of these projects.

Public Works is requesting a budget amendment to reestablish budget authority for the East End Storm Sewer design. This project will design storm drain improvements to the east side of downtown. It was an FY 12 project but will not be awarded until FY 13. Budget authority also needs to be reestablished for the Shiloh Conservation Area project which was in the FY 12 budget but only a portion of the design was awarded in FY 12. This project will design the stormwater treatment area west of Shiloh Road and south of King Avenue West. A budget amendment is also needed for the reuse and reclamation study and stormwater system study which are both Integrated Water Plan studies that were budgeted in FY 12 but the contracts were not awarded until FY 13. Public Works has sufficient cash in its Storm Fund for all of these projects.

Public Works is requesting the budget authority be reestablished in the FY 13 budget for the bond costs for several sidewalk construction projects. Central Avenue Sidewalks, 2011 Miscellaneous Developer, 2012 Miscellaneous Developer, and Rimrock Road are all prior year sidewalk construction projects for which the bonds will be sold in FY 13. Budget authority needs to be reestablished for the associated bond sale costs. These costs will be paid for with the proceeds from the sale of bonds.

Public Works is requesting a budget amendment in its Solid Waste Fund for a hydroseeder for Alternate Daily Cover (ADC) for the landfill. Use of the hydroseeder will allow for a reduction in the use of the scraper which is more expensive to operate than the hydroseeder. It will also extend the life of the scraper, which has a replacement cost of \$500,000, from 3 years to 10 years, as well as extend the life of the landfill.

Public Works is requesting a budget amendment in its Solid Waste Landfill Construction Fund for the construction of Phase 5. This project will construct the landfill cell liner and leachate collection system identified as Phase 5 in the June 2006 Master Plan. Phase 5 was originally budgeted at \$1,423,000. However, based on design criteria developed for the project, the cost

estimate has increased to \$2,605,000. The additional features include an improved liner system and access roads. Public Works has sufficient cash in its landfill reserves to fund this budget amendment.

Public Works is requesting a budget amendment for its Clearwell #1 repair project. Change orders for this project have been previously approved by Council but an amendment is needed to establish the budget authority in the FY 13 budget. A budget amendment is also needed to reestablish budget authority for the rapid mixer replacement project. This was an FY 12 project that will not be bid until FY 13. Public Works has sufficient cash in its Water Fund for both of these projects.

Public Works is requesting a budget amendment to reestablish budget authority for the reuse and reclamation study. This is an Integrated Water Plan study that was budgeted in FY 12 but the contract was not awarded until FY 13. Public Works has sufficient cash in its Water Fund for this project.

Public Works is requesting a budget amendment to fund rip rap replacement along the wastewater treatment plant access road. This project will replace material that was washed away during the flooding that occurred in June 2011. It is 75% funded by a FEMA grant with the remaining match being funded by wastewater funds. Public Works has already received payment for part of the FEMA grant in FY 12 and has sufficient cash in its Wastewater Fund for the required match. A budget amendment is also required to reestablish budget authority for the Rehberg Ranch Sanitary Sewer project. This project will modify the existing irrigation process for Rehberg Ranch. It is an FY 12 project in which a study to identify disposal alternatives was commenced in FY 12. However, because the study was not complete, the construction portion of the project will not be bid until FY 13. Public Works has sufficient cash in its Wastewater Fund for this project.

Public Works is requesting a budget amendment to reestablish budget authority for the reuse and reclamation study. This is an Integrated Water Plan study that was budgeted in FY 12 but the contract was not awarded until FY 13. Public Works has sufficient cash in its Wastewater Fund for this project.

The Airport is requesting budget amendments to its Airport Improvement Program (AIP) Grant Fund for the following items that were approved in AIP Grant #43: two all wheel drive dump trucks, a sander unit, an anti-ice/deice skid unit, two snow plow blades, the removal of the old Taxiway "G", and a pavement condition index survey. These items were in FY12's CIP and budget, however due to the grant process; the projects could not be bid or contracted until after June 30, 2012. Airport cash is sufficient to pay for these projects.

The Airport is requesting budget amendments to its Airport Capital Replacement Fund to repave the west end office building parking lot and South View Drive, to extend a portion of the west end sewer line, and to repair the terminal building roof. The project to repave the west end office building parking lot and access road was not bid in FY12 and needs to be moved to FY13. The portion of the west end sewer line that will be installed under South View Drive will be constructed in conjunction with the repaving project to eliminate the need to cut into a newly paved road. The terminal building roof repairs were also budgeted in FY12 but were not contracted until FY13.

In FY 2012 the Airport budgeted funds to do Phase 1 of the Terminal Building interior painting project but the project wasn't bid during the fiscal year. Now that Phase 2 is budgeted in FY13,

the Airport would like to go out for bids for the project with the combined funds. Additionally, in FY12 the Airport had budgeted funds to install protective wainscot on the terminal walls that tend to get damaged by carts and luggage. This project would be in coordination with the terminal interior painting project.

The Airport is requesting budget amendments for PFC projects that are included in PFC Application Number 12-07-C-00-BIL, which the FAA approved on October 20, 2011 and were budgeted in FY12 but could not be bid until recently. PFC projects include the construction of storm water detention and spillway enhancements to Ponds A, B and C and the expansion of the Pond D system north of the Airport as recommended by the 2011 Storm Water Master Plan. The enhancements will increase Airport storm water detention capacity. Also being amended is the PFC Application Number 12-08-C-00-BIL, which includes the following projects: 1) expand the east end taxi lanes to accommodate very large private aircraft that will be using the east end of the airport where new development is taking place and 2) purchase a snow blower to replace the current machine that is 30 years old. PFC collections are sufficient to fund these projects.

ALTERNATIVES ANALYZED

The Council may: Approve the requested budget amendments; or Not approve the requested budget amendments which would put the City in violation of Montana Code Annotated.

FINANCIAL IMPACT

The requested budget amendment will be funded by reserves and current revenues as indicated.

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and approve the resolution approving and adopting the described budget amendments for Fiscal Year 2012/2013.

APPROVED BY CITY ADMINISTRATOR

Attachments

Attachment A

Exhibit A

RESOLUTION 12-

A RESOLUTION TO MAKE **FISCAL YEAR 2012/2013** ADJUSTMENTS TO APPROPRIATIONS PURSUANT TO M.C.A. 7-6-4006 AS AMENDED, AND PROVIDING TRANSFERS AND REVISIONS WITHIN THE GENERAL CLASS OF SALARIES AND WAGES, MAINTENANCE AND SUPPORT AND CAPITAL OUTLAY.

WHEREAS, M.C.A. 7-6-4006 provides that the City Council, upon proper resolution, adopted by said Council at a regular meeting and entered into its Minutes, may transfer or revise appropriations within the general class of salaries and wages, maintenance and support, and capital outlay, and

WHEREAS, based upon a Budget Review (**FY 2012/2013**), it is necessary to alter and change said appropriations.

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

That the attached transfers or revisions are hereby adopted.

(SEE EXHIBIT A)

PASSED AND APPROVED by the City Council, this 22nd day of October, 2012.

THE CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Cari Martin, CITY CLERK

EXHIBIT A

Revenue Expenditure

Fund 2050 – Gas Tax Fund

Public Works is requesting the budget authority be reestablished in the FY 13 budget for Macona Lane, Fritz Subdivision, and the PAVER program projects. Macona Lane and Fritz Subdivision are SID projects that utilize gas tax funding for the portion of the projects not being paid for by property owners. These two projects were unable to be bid in FY 12 due to timing issues with selling bonds and thus the budget authority needs to be reestablished in the FY 13 budget. The FY 12 PAVER program also had funding remaining that was not able to be encumbered in FY 12. Public Works has sufficient cash in its Gas Tax Fund for all of these projects.

2050-31310-409310	30,000	Macona Lane
2050-31310-409310	190,000	Fritz Subdivision
2050-31310-409310	150,000	PAVER Program

Fund 8400 – Storm Sewer

Public Works is requesting a budget amendment to reestablish budget authority for the East End Storm Sewer design. This project will design storm drain improvements to the east side of downtown. It was an FY 12 project but will not be awarded until FY 13. Budget authority also needs to be reestablished for the Shiloh Conservation Area project which was in the FY 12 budget but only a portion of the design was awarded in FY 12. This project will design the stormwater treatment area west of Shiloh Road and south of King Avenue West. A budget amendment is also needed for the reuse and reclamation study and stormwater system study which are both Integrated Water Plan studies that were budgeted in FY 12 but the contracts were not awarded until FY 13. Public Works has sufficient cash in its Storm Fund for all of these projects.

8400-31840-409310	400,000	East End Storm Sewer
8400-31840-409310	200,000	Shiloh Conservation Area
8400-31840-409310	225,000	Integrated Water Plan Studies

Fund 4340 – Sidewalk Construction Fund

Public Works is requesting the budget authority be reestablished in the FY 13 budget for the bond costs for several sidewalk construction projects. Central Avenue Sidewalks, 2011 Miscellaneous Developer, 2012 Miscellaneous Developer, and Rimrock Road are all prior year sidewalk construction projects in which the bonds will be sold in FY 13. Budget authority needs to be reestablished for the associated bond sale costs. These costs will be paid for with the proceeds from the sale of bonds.

4340-31650-409311	110,900	Sidewalk Construction Bond Costs
4340-31650-386810	110,900	Bond Sale Revenue

Fund 5410 – Solid Waste Operating Fund

Public Works is requesting a budget amendment in its Solid Waste Fund for a hydroseeder for Alternate Daily Cover (ADC) for the landfill. Use of the hydroseeder will allow for a reduction in the use of the scraper which is more expensive to operate than the hydroseeder. It will also extend the life of the scraper, which has a replacement cost of \$500,000, from 3 years to 10 years, as well as extend the life of the landfill.

5410-31230-409410	46,000	Hydroseeder
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Fund 5440 – Solid Waste Landfill Construction Fund

Public Works is requesting a budget amendment in its Solid Waste Landfill Construction Fund for the construction of Phase 5. This project will construct the landfill cell liner and leachate collection system identified as Phase 5 in the June 2006 Master Plan. Phase 5 was originally budgeted at \$1,423,000. However, based on design criteria developed for the project, the cost estimate based on the preliminary design is \$2,605,000. The additional features include an improved liner system and access roads. Public Works has sufficient cash in its landfill reserves to fund this budget amendment.

5440-31230-409390 1,182,000 Phase 5 Landfill Construction

Fund 5030 – Water Capital Replacement Fund

Public Works is requesting a budget amendment for its Clearwell #1 repair project. Change orders for this project have been previously approved by Council but an amendment is needed to establish the budget authority in the FY 13 budget. A budget amendment is also needed to reestablish budget authority for the rapid mixer replacement project. This was an FY 12 project that will not be bid until FY 13. Public Works has sufficient cash in its Water Fund for both of these projects.

5030-75910-409340 570,000 Clearwell # 1 Repairs
5030-75910-409340 810,000 Rapid Mixer Replacement

Fund 5020 – Water Operating

Public Works is requesting a budget amendment to reestablish budget authority for the reuse and reclamation study. This is an Integrated Water Plan study that was budgeted in FY 12 but the contract was not awarded until FY 13. Public Works has sufficient cash in its Water Fund for this project.

5020-72110-403590 75,000 Integrated Water Plan Study

Fund 5130 – Wastewater Capital Replacement Fund

Public Works is requesting a budget amendment to fund rip rap replacement along the wastewater treatment plant access road. This project will replace material that was washed away during the flooding that occurred in June 2011. It is 75% funded by a FEMA grant with the remaining match being funded by wastewater funds. Public Works has already received payment for part of the FEMA grant in FY 12 and has sufficient cash in its Wastewater Fund for the required match. A budget amendment is also required to reestablish budget authority for the Rehberg Ranch Sanitary Sewer project. This project will modify the existing irrigation process for Rehberg Ranch. It is an FY 12 project in which a study to identify disposal alternatives was commenced in FY 12. However, because the study was not complete, the construction portion of the project will not be bid until FY 13. Public Works has sufficient cash in its Wastewater Fund for this project.

5130-84910-409390 320,000 WWTP Access Road
5130-84910-409390 50,000 Rehberg Ranch Sanitary Sewer

Fund 5120 – Wastewater Operating

Public Works is requesting a budget amendment to reestablish budget authority for the reuse and reclamation study. This is an Integrated Water Plan study that was budgeted in FY 12 but the contract was not awarded until FY 13. Public Works has sufficient cash in its Wastewater Fund for this project.

5120-82110-403590 130,000 Integrated Water Plan Study

Fund 4050 - Airport - Airport Improvement Program Grant Fund

The Airport is requesting budget amendments to its Airport Improvement Program (AIP) Grant Fund for the following items that were approved in AIP Grant #43: two all wheel drive dump trucks, a sander unit, an anti-ice/deice skid unit, two snow plow blades, the removal of the old Taxiway "G", and a pavement condition index survey. These items were in FY12's CIP and budget, however due to the grant process; the projects could not be bid or contracted until after June 30, 2012. Airport cash is sufficient to pay for these projects.

4050-71250-331990 880,657 AIP Federal Grant Revenue

4050-71250-307525	97,850	Transfers from Operating
4050-71250-409695	880,657	AIP Federal Share
4050-71250-409696	97,850	AIP Local Share

Fund 5620 - Airport - Capital Replacement Fund

The Airport is requesting budget amendments to its Airport Capital Replacement Fund to repave the west end office building parking lot and South View Drive, to extend a portion of the west end sewer line, and to repair the terminal building roof. The project to repave the west end office building parking lot and access road was not bid in FY12 and needs to be moved to FY13. The portion of the west end sewer line that will be installed under South View Drive will be constructed in conjunction with the repaving project to eliminate the need to cut into a newly paved road. The terminal building roof repairs were also budgeted in FY12 and were not contracted for until FY13.

In FY 2012 the Airport budgeted funds to do Phase 1 of the Terminal Building interior painting project. Now that Phase 2 is budgeted in FY13 the Airport would like to go out for bids for the project with the combined funds. Additionally, in FY12 the Airport had budgeted funds to install protective wainscot on the terminal walls that tend to get damaged by carts and luggage. This project would be in coordination with the terminal interior painting project.

5620-71200-409310	155,805	Roads/Streets/Parking - Capital Exp.
5620-71200-409290	222,546	Buildings - Capital Exp.

Fund 4070 - Airport - Passenger Facility Charge Fund

The Airport is requesting budget amendments for PFC projects that are included in PFC Application Number 12-07-C-00-BIL, which the FAA approved on October 20, 2011 and were budgeted in FY12 but could not be bid until recently. PFC projects include the construction of storm water detention and spillway enhancements to Ponds A, B and C and the expansion of the Pond D system north of the Airport as recommended by the 2011 Storm Water Master Plan. The enhancements will increase Airport storm water detention capacity. Additionally, PFC Application Number 12-08-C-00-BIL is in the approval process and includes the following projects: 1) expand the east end taxi lanes to accommodate very large private aircraft that will be using the east end of the airport where new development is taking place and 2) purchase a snow blower to replace the current machine that is 30 years old. PFC collections are sufficient to fund these projects.

4070-71280-409397	1,790,000	PFC Non-building Improvements - Capital
4070-71280-409497	650,000	PFC Equipment - Capital Exp.

Regular City Council Meeting

Meeting Date: 10/22/2012

TITLE: Planning and Community Services Office Space Recommendation

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

On October 9, 2012, Council was presented a recommendation for the Planning and Community Services Department to proceed with negotiations for office space in the Miller Building at 2825 3rd Avenue North. The site was selected after a careful and unbiased process that began in June, 2012. At the previous meeting, Mr. Jerry T. Ray approached Council with another proposal indicating he would "beat the advertised price by 2% of the recommended property". Council considered both staff's and Mr. Ray's recommendation and agreed, on a 6 to 5 vote, to postpone taking action on staff's request. Council also requested additional information on the availability of parking and asked staff to confirm the cost of monthly fiber optic service. Because Norman Miller released the City from confidentiality and because Mr. Ray has made his proposals public, those two properties are identified by location. The name and location of the other properties will remain undisclosed and are referenced by the same letter as they are referenced in the attached spreadsheets. The following information on parking was provided by each of the proposers:

Miller Building - 12 dedicated onsite (also within 2 blocks of 23 free City parking spaces at Lincoln Center)

Crane Building - 60 onsite

A - 10 onsite (near City parking garage)

B - Shared onsite parking lot available to all tenants (attached City parking garage)

C - 0 (attached City parking garage)

D - 60 onsite and within 1 block

F - 20 onsite shared with other tenants (also within 2 blocks of 23 free City parking spaces at Lincoln Center)

G - 60 onsite

H - 0

Monthly fiber optic costs were obtained from Century Link and are based on 100 MB service as recommended by IT. All sites, except the Miller Building, will require monthly payments of \$4,150. This price includes the connection with City Hall and the proposed site. The Miller Building is located a half block from the line that will be extended from City Hall to the new Library. The estimate to connect with the City-owned line is \$50,000 but there would be no monthly charge. The Planning and Community Services Department cannot afford the monthly line charge. A one-time transfer of General Fund money would pay for the connection to the City's fiberoptic cable.

Staff is working on additional site information and will send it to Council on Friday, October 19.

ALTERNATIVES ANALYZED

The Planning and Community Services Department advertised for 12,500 square feet of office space. Many of the proposals were for space that had yet to be configured as office space. The cost of bringing these buildings up to code and to meet PCSD needs is prohibitive. Also, the time required for remodeling would extend the availability date beyond what would be acceptable. The PCSD considered the possibility of purchasing the property which would go further to justify the extensive remodeling required. The City, however, is not in the position to purchase properties of this magnitude without having a reasonable plan for future City facilities. For that reason, the properties that required extensive remodeling and/or tenant improvements were not considered in the final selection. The finalist is essentially move-in ready office space with monthly utility, janitorial and maintenance costs included in the proposed cost/square foot. Additionally, the Miller Building is well-configured for public meetings, is located to take advantage of additional public meeting space, if needed, in the new library and within 2 blocks of free parking for employees. Onsite parking is available for customers. The location of the Miller Building also lends itself to convenient access to City Hall, the County Courthouse and the Big Sky Economic Development Authority offices; all visited frequently by staff.

FINANCIAL IMPACT

Three of the four Divisions in the Planning and Community Services Department rely on property tax and/or fees for operating revenue. The Community Development Division relies on federal funding that is capped for administrative activities, including rent. None of the sites considered were affordable to the Community Development Division without subsidies from the other Divisions or the General Fund. For that reason, the Community Development Division is seeking separate office space at a price or other arrangement that the Division can afford. The other three Divisions have historically paid between \$90,000 and \$135,000 annually in rent. The recommended office space is proposed to cost up to \$124,650 the first year. The final lease terms have yet to be agreed to, but are estimated to be less than the proposed figure. This cost does not include space for the Community Development Division. Should Council approve moving forward with negotiations with the Millers, options to include Community Development in the building will be discussed. After exact costs are known, the Council may be asked to supplement CD's budget for those costs.

RECOMMENDATION

Staff is recommending that Council allow the Planning and Community Services Department to begin negotiations to lease office space at the Miller Building located at 2825 3rd Ave. North.

APPROVED BY CITY ADMINISTRATOR

Attachments

Ranking and Costs

MONTHLY COSTS

COST/S.F.	S.F.	TOTAL	ELECTRICAL	GAS	WATER/ WASTEWATER	JANITORIAL	SECURITY	MAINTENANCE	PARKING	FIBER OPTIC	OTHER (taxes, insurance, etc)	EST. MONTHLY COSTS	EST. ANNUAL COSTS
\$13.25	5000	\$66,250	\$0	\$0	\$0	\$0	\$0	\$0	\$450	\$0	\$0	\$5,971	\$71,650
\$13.25	9000	\$119,250	\$0	\$0	\$0	\$0	\$0	\$0	\$450	\$0	\$0	\$10,388	\$124,650
\$10.75	11605	\$124,754	\$0	\$0	\$0	\$0	\$0	\$0	\$1,350	\$4,150	\$0	\$15,896	\$190,754
\$14.00	10622	\$148,708	\$0	\$0	\$0	\$0	\$0	\$0	\$450	\$4,150	\$0	\$16,992	\$203,908
\$15.90	9713	\$154,437	\$0	\$0	\$0	\$0	\$528	\$0	\$1,350	\$4,150	\$0	\$18,898	\$226,773
\$8.00	16000	\$128,000	\$445	\$565	\$120	\$280	\$105	\$0		\$4,150	\$500	\$16,832	\$201,980
\$8.82	12500	\$110,250	\$1,608	\$311	\$83	\$1,078	\$528	\$0	\$0	\$4,150	\$683	\$17,628	\$211,535
\$10.00	12550	\$125,500	\$1,500	\$150	\$0	\$1,078	\$528	\$0	\$0	\$4,150	\$0	\$17,864	\$214,372
\$16.00	11815	\$189,040	\$0	\$0	\$0	\$0	\$0	\$0	\$1,800	\$4,150	\$0	\$21,703	\$260,440
\$14.00	13650	\$191,100	\$1,433	\$1,365	\$178	\$1,078	\$55	\$200	\$0	\$4,150	\$500	\$24,884	\$298,602

Regular City Council Meeting

Meeting Date: 10/22/2012
TITLE: Alberta Bair Theater Lease Renewal
PRESENTED BY: Tina Volek
Department: City Hall Administration

Information**PROBLEM/ISSUE STATEMENT**

A 1982 lease agreement between the City of Billings and the Alberta Bair Theater Corporation for operation of the theater expired on October 18, 2012, and the theater corporation has asked to renew it for an additional, 30-year term.

The Alberta Bair Theater originally was constructed in 1931 as the last Art Deco style theater in the Fox Theater chain, owned in part by the 20th Century Fox Corporation. The decaying building was purchased in 1978 by a movie house company that intended to turn it into a 3-screen, modern movie house. It also was considered as a site for a City parking garage. The Fox Committee for the Performing Arts, which had scheduled artists in the past, had the structure placed on the National Register of Historic Buildings, and then involved the City and community leaders in a \$5.2 million fund drive to renovate the building. Alberta Bair, born in a homestead on the spot where the theater was built, provided the lead gift for the project, and the building was renamed in her honor. It is a 1,400 seat venue for professional touring companies, local performing groups and educational programming.

The agreement was revised by the Alberta Bair Theater Corporation Board. It proposes two major changes from the 1981 original:

- The first change, in Section 18b Damage and Destruction of Improvements, outlines how repairs would occur if the building was damaged in varying degrees. As in the past, both the theater corporation and the City would be covered under insurance provided by the theater company. The City would agree that the proceeds of any insurance would be used to repair the building if it would be possible to do so with little or no interruption to the theater company operations. If the premises were severely damaged or destroyed and would substantially interrupt theater company operations, then the parties would have to mutually agree how the insurance proceeds would be used to support a performing arts center;
- The second change, in Section 24, Renewal of Lease, gives the theater corporation the right to renew the lease for an additional, 30-year term, providing the theater corporation gives notice of its intent to renew at least one year before the agreement expires. If the City does not receive such a notice, it must remind the theater corporation in writing to its right to renew within 60 days of the City notice. If the theater corporation fails to respond in that time frame, the right to renew terminates.

ALTERNATIVES ANALYZED

The City Council may review the lease agreement and:

- Approve the lease agreement as proposed by the Alberta Bair Theater Corporation Board;
- Direct staff to amend the lease agreement and return it to the Alberta Bair Theater Corporation Board for further consideration; or
- Not approve the lease agreement and propose a short-term contract with the Alberta Bair Theater Corporation for the balance of the current performing arts season while deciding upon another way to operate the theater in the future.

FINANCIAL IMPACT

The Alberta Bair Theater Corporation pays the City of Billings \$1 annually as rent for the theater. It also pays all other theater operating costs, including the utilities and taxes, as well as the insurance noted above. In addition, it also makes all renovations or improvements to the theater as determined by its board and in compliance with City codes. The theater corporation board must respond to the City on any renovations or improvements the City requests.

RECOMMENDATION

Staff recommends approval of the lease agreement with the Alberta Bair Theater Corporation as presented.

APPROVED BY CITY ADMINISTRATOR

Attachments

Proposed Theater Lease Agreement

LEASE AGREEMENT

THIS LEASE is made and executed this ____ day of _____, 2012, by and between THE CITY OF BILLINGS, MONTANA ("Lessor"), and THE ALBERTA BAIR THEATER CORPORATION ("Lessee").

WITNESSETH

1. **Description of Leased Premises and Uses.** Lessor leases to Lessee and Lessee leases from Lessor, for the purpose of establishing and operating a performing arts center dedicated to the presentation and development of all of the performing arts for the benefit of the public, certain land, improvements, structures, and appurtenances more particularly described as follows (the "premises"):

Lots 1, 2, 3 and 4, Block 45, of the Town of Billings, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #16312.

As used herein, the "premises" refers to the land, building, and any and all improvements located, constructed or established upon the property described above, whether made prior to the commencement of the term of this Lease, during the term of this Lease, or during the renewal term thereof.

2. **Term and Possession of Premises.** Upon execution by both parties this Lease shall replace and supersede the previous lease between Lessor and Lessee dated October 18, 1982. The term of this Lease shall be for thirty (30) years. The commencement date shall be the date shown above or, if different, the date when the Lease has been executed by both parties.

3. **Rent.** Lessor recognizes the value to the City of Billings and its citizens of the development, continued use, and improvement of the premises as a performing arts

center. In consideration of the above and the covenants and conditions of this Lease Agreement, Lessee agrees to pay the Lessor rent for the premises in the amount of \$1.00 each year, payable on the date of this Lease Agreement and yearly on the anniversary of that date, for the full term of this Lease.

4. **Covenants of Use and to Make Improvements.** Lessee covenants and agrees to use the premises as a performing arts center in accordance with plans and schedules, and pursuant to a program developed by its board of directors. The term “performing arts” as used in this Agreement shall mean any of the performing arts such as theater, film, music and dance of all kinds, all forms of cultural activities, and lectures, seminars, meetings, conventions, and like activities.

Notwithstanding any provision to the contrary, Lessee shall not be obligated to make any renovations or improvements to the premises which are not authorized by its board of directors. Lessee’s board of directors shall make the sole determination as to the extent of such renovations and improvements and the time or date when such renovations and improvements shall be made. Lessor shall have no right to determine the nature, extent or timeliness of such improvements, but Lessee shall provide Lessor with such reasonable information as Lessee has developed concerning such renovations and improvements as may be requested by Lessor.

All renovations and improvements made by Lessee shall conform to applicable codes, ordinances, laws and regulations of the City of Billings and any other governmental authority or agency.

P.O. Box 1178
Billings, MT 59103-1178

To Lessee: The Alberta Bair Theater Corporation
Attention: Executive Director
2801 3rd Avenue North
Billings, MT 59103

With copy to: The Alberta Bair Theater Corporation
Attention: Registered Agent
P.O. Box 1556
Billings, MT 59103

The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

10. **Taxes and Assessments.**

- (a) It is agreed that the premises shall be subject to, and Lessee shall pay and discharge as they become due, such taxes, assessments, rates, charges, license fees, municipal liens, levies, excises or imposts, whether general or special, or ordinary or extraordinary, of every name, nature and kind whatsoever, only to the extent such charges are imposed on other buildings owned by Lessor.
- (b) It is agreed that the premises shall be subject to, and Lessee shall pay and discharge as they fall due during the term of this Lease, such special assessments, levies or charges, made by any municipal or political subdivision for local improvements only to the extent that such charges are imposed on other buildings owned by Lessor.

11. **Utilities.** Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service and other public utilities of every kind furnished to the demised premises throughout the term hereof, and all other costs and expenses of every kind whatsoever of or in connection with the use, operation, and maintenance of the demised premises and all activities conducted thereon, and Lessor shall have no responsibility of any kind for any thereof.

12. **Insurance.**

- (a) Insurance Coverage of Demised Premises. Except as otherwise provided herein, Lessee shall at all times during the full term of this Lease and at Lessee's sole expense insure the demised premises with fire and extended coverage insurance in an amount equal to the replacement cost of the demised premises with loss payable to Lessor, Lessee, and the holder of any mortgage as their interests may appear and in accordance with paragraph 18 below. Lessor agrees that the premises may be so insured under any such insurance policy maintained by or in the name of the Lessor, but the applicable portion of any premium paid by the Lessor which relates to the premises shall be paid by the Lessee within thirty (30) days after notice to Lessee that Lessor has made such payment.
- (b) Liability Insurance. Lessee shall maintain in effect throughout the term of this Lease liability insurance covering the demised premises, appurtenances, sidewalks, and parking lots abutting thereon in the minimum amount of Two Million Dollars, (\$2,000,000.00), combined single limits of liability for each occurrence for bodily injury or property damage regardless of the number of persons or organizations who sustain bodily injury or property damage or the number of claims made, or suits brought, on account of bodily injury or property damage.

Such insurance shall specifically insure Lessee against all liability assumed by them hereunder, as well as liability imposed by law and shall insure both Lessor and Lessee. Lessor shall be endorsed on any policies as a primary, additional named insured.

In addition, said policy or policies shall contain a provision that no cancellation thereof shall be effective by the insurer without thirty (30) days written notice to the Lessor.

Lessee agrees that the premises may be so insured under any such insurance policy maintained by the Lessor, but the applicable portion of any premium paid by the Lessor which relates to the premises shall be paid by the Lessee within thirty (30) days after notice to Lessee that Lessor has made such payment.

Unless the above insurance coverages are provided under policies maintained by the Lessor, at least twenty (20) days prior to the date of expiration of any of the insurance policies above mentioned, the Lessee shall deliver to the Lessor a certificate of renewal of such policy indicating payment of the premiums therefore. All

insurance policies carried by either party covering the property or the demised leased premises shall expressly waive any right, including subrogation, on the part of either party against the other. All policies shall require the insurance companies to notify the Lessor in writing prior to any cancellation of the insurance.

13. **Indemnification of Lessor and Lessee.** Lessee agrees to indemnify, defend and save City, its officers, agents and employees harmless from any and all claims, demands, losses, damages, liabilities, judgments, litigation costs and expenses including reasonable attorneys fees occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act or omission by Lessee or its agents, subcontractors or employees.

Lessor agrees to indemnify, defend and save Lessee, its agents, subcontractors and employees harmless from any and all claims, demands, losses, damages, liabilities, judgments, litigation costs and expenses including reasonable attorneys fees occasioned by, growing out of or in any way arising or resulting from any intentional or negligent act or omission by Lessor, its agents or employees.

14. **Effect of Eminent Domain.** In the event the demised premises, or any part thereof, shall be appropriated or taken under the power of eminent domain or conveyed under the threat of eminent domain by any public or quasi-public authority so that the premises can no longer be operated as a performing arts center in the manner operated at the time of such appropriation or taking, this Lease shall thereby terminate, and Lessee shall have the following rights:

- (a) to share in the award for such condemnation when paid based on the value of any improvements or renovations to the premises made by Lessee compared to the value of the premises on October

18, 1982 when the parties signed the first Lease Agreement, which the parties agree was \$650,000.00; and

- (b) to recover such compensation from the condemning authority for any loss or damage caused to Lessee by such condemnation.

15. **Default.** In the event Lessee shall be in default of any covenant, agreement or condition provided for in this Agreement, or abandon or vacate the demised premises, or become a voluntary or involuntary bankrupt, or make an assignment for the benefit of creditors, or, in the event of a receiver or trustee being appointed for Lessee, then upon the occurrence of any one or more of such defaults, and after Lessee has been given notice by certified mail of such default, Lessee shall have thirty (30) days from the mailing of such notice within which to correct such default or defaults, and if no such corrections are made, Lessor, in addition to any other rights or remedies it may have shall have the immediate right of re-entry and may remove all persons and property from the premises and may terminate this Lease, or at the option of the Lessor, the Lessor may proceed against the Lessee for all rentals to accrue under this Lease, or extension thereof.

16. **Waiver.** The failure of Lessor to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that Lessor may have regarding that specific instance only, and shall not be deemed a waiver of (1) Lessor's right to insist on strict performance of the same or any other of the terms and conditions of this Agreement at any time subsequent thereto or (2) Lessor's rights or remedies for any other subsequent breach or default in any terms or conditions.

17. **Mortgages.** Lessee shall have no right to place mortgages or have liens placed on the premises in connection with any renovations or improvement, without the

written approval of Lessor. Lessor shall have no right to place mortgages or have liens placed on the premises without the written approval of Lessee.

18. Repairs and Destruction of Improvements.

- (a) Maintenance of Improvements. Lessee shall, throughout the term of this Lease, at its own cost, and without any expense to Lessor, keep and maintain the demised premises and all appurtenances thereto, including sidewalks, and parking lots adjacent thereto, in good, sanitary, and neat order, condition and repair, and shall, subject to the conditions described in subparagraph (b) below, restore and rehabilitate any improvements of any kind which may be destroyed or damaged by fire, casualty, or any other cause whatsoever. Lessor shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatever, to the demised premises or any building, or improvements thereon except to the extent that insurance proceeds are available in accordance with subparagraph (b) below. Lessee shall also comply with and abide by all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations affecting the demised premises, the improvements thereon or any activity or condition on or in such premises.
- (b) Damage and Destruction of Improvements. Except as stated herein, the damage, destruction or partial destruction of any part of the premises shall not release Lessee or Lessor from any obligation hereunder. If insurance is maintained in the name of Lessor pursuant to paragraph 12(a), it is agreed that any proceeds covering damage or destruction of the premises shall be made available to Lessee for such repair or restoration. If the premises are partially damaged but remain usable for their intended purpose with little or no interruption to Lessee for repairs, Lessee shall use all available insurance proceeds to, so far as such proceeds allow, promptly repair and restore the same. If the premises are substantially damaged or destroyed and thereby rendered completely unusable for their intended purpose, or their repair or reconstruction would substantially interrupt the operations of Lessee, the parties shall mutually agree on how insurance proceeds resulting from the loss shall be used for the repair, rebuilding, new construction, and/or relocation of a performing arts center or facilities supportive of a performing arts center.

19. Right to Sublease. Lessee shall not have the right to sublease or assign the demised premises in whole or in part except upon the express written consent of the

Lessor. Nothing in this paragraph shall limit or restrict Lessee's ability to rent, license, let, or otherwise contract the premises in whole or in part for short-term use by performance groups and other users in a manner typical of a performing arts center.

20. **Surrender.** Upon the expiration or other termination of this Lease and any renewal thereof, Lessee shall quit and surrender to Lessor the demised premises broom clean, in good order and condition, ordinary wear and damage by elements excepted.

21. **Parties Bound.** The covenants and conditions herein contained shall, subject to the provisions as to assignment, transfer and subletting, apply to and bind the successors, assigns, or trustees of the parties hereto.

22. **Net Lease.** It is the intention of the parties hereto that this should be a net lease and Lessor shall have no obligation whatsoever, except as herein specified, to make any expenditures for any reason whatsoever in connection with the leased premises.

23. **Remedies.** In the event of a breach of this Agreement, and unless expressly limited or supplemented herein, the parties shall have all remedies normally available to them whether by terms of contract, statute, or common law. In addition to any remedies for default given to Lessor pursuant to paragraph 15 above, or by law, Lessor and Lessee, in the event of a breach or a threatened breach by Lessee or Lessor of any of the terms or conditions hereof, shall have the right of injunction to restrain the other party and the right to invoke any remedy allowed by law or in equity, as if the specific remedies of indemnity or reimbursement were not provided herein.

The rights and remedies given to the parties in this Lease are distinct, separate, and cumulative, and no one of them, whether or not exercised by a particular party, shall be deemed to be in exclusion of any of the others herein, or by law or equity provided.

24. **Renewal of Lease.** If Lessee is not in material default under the terms and covenants of this Agreement, then Lessee may renew this Agreement at the expiration of the term described in paragraph 2 for an additional thirty (30) year term on the same terms and conditions, subject to the renewal procedures described herein. Lessee shall provide Lessor with written notice of its intent to renew at least one year before the Agreement expires, but the right to renew shall not terminate unless Lessor, if it does not receive such notice by that date, first gives Lessee written notice that the right to renew will terminate forever if Lessee fails to provide notice of renewal within 60 days of the date of Lessor's notice to Lessee. If Lessee then provides notice of renewal within the time required, this Agreement shall renew at the end of the term, but if Lessee does not provide notice within the time required then the right to renew shall terminate.

25. **Miscellaneous.** Notwithstanding anything to the contrary herein contained, the successful party in any litigation resulting from the dispute between the parties in connection with this Lease shall be entitled to reasonable attorney's fees.

26. **Inspection of Premises.** Lessor shall have free access to the demised premises at all reasonable times for the purpose of examining or inspecting the conditions thereof or in order to exercise any right or power granted by law or reserved to Lessor under the terms and provisions of this Lease Agreement.

27. **Time of Essence.** Time is of the essence in all provisions of this Lease.

28. **Governing Law.** It is agreed by and between the parties hereto that the terms of this Lease shall be governed by the laws of the State of Montana.

29. **Relationship of Parties.** It is understood and agreed that the relationship of the parties hereto is strictly that of landlord and tenant and that this Lease shall not be construed as a joint venture or partnership. Lessee is not and shall not be deemed to be agent or representative of Lessor.

30. **Amendments in Writing.** Any addenda or amendments to this Lease, including but not limited to any extensions of the initial term of this Lease shall be valid only if in writing and signed by the parties.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease this ____ day of _____, 2012.

CITY OF BILLINGS

By _____

Thomas W. Hanel, Mayor

ATTEST:

City Clerk

THE ALBERTA BAIR THEATER CORPORATION

By _____

Alice Gordon, President

ATTEST:

Secretary

Regular City Council Meeting

Meeting Date: 10/22/2012

TITLE: Parking Meter Reduction Trial Report and Recommendation

PRESENTED BY: Chris Mallow, Parking Supervisor

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

In August, 2012, the Parking Division completed its nearly year-long meter reduction trial. At its August 20 work session, the City Council received the Parking Advisory Board's (PAB) recommendation to make most of the meter reductions permanent. Council directed staff to perform a survey in order to obtain feedback from area businesses about what impact the meter reduction had on their employees and customers. The survey results are attached. Further, Council directed staff to remove all bags from the trial area, as the approved trial time period had expired. City Council also asked for a detailed recommendation. The PAB worked on its recommendation at its September meeting but postponed action until its October 16 meeting. The PAB and staff are continuing to work toward a unified recommendation for the Council's consideration. Due to its meeting schedule, the PAB recommendation will be available by Friday, October 19, and it will be sent to the Council on that date.

ALTERNATIVES ANALYZED

The City Council may accept, revise or disapprove the recommendation.

FINANCIAL IMPACT

Eliminating all meters in the trial area is expected to produce a net, annual loss of \$30,000. That loss has been accounted for in the FY 13 budget and that budget is balanced.

RECOMMENDATION

The recommendation for eliminating meters in a geographic area of downtown will be developed following the PAB meeting on October 16 and it will be delivered to the City Council prior to its meeting.

APPROVED BY CITY ADMINISTRATOR

Attachments

Parking Meter Recution Survey Results

Constant Contact Survey Results

Survey Name: Downtown Parking Meter Reduction Project

Response Status: Partial & Completed

Filter: None

Sep 28, 2012 2:54:29 PM

1. Is your business, property, or place of employment located in the "Meter Reduction Trial" area? (Shaded areas of the map - click here)

	Number of Response(s)	Response Ratio
Yes	44	44.8%
No	55	56.1%
Total	98	100%

2. Is your business, property, or place of employment located in the "Meter Trial 2 hour parking" area? (Shaded purple on the map - click here)

	Number of Response(s)	Response Ratio
Yes	24	24.4%
No	74	75.5%
Total	98	100%

3. One goal of this trial was to increase the number of cars parking in these areas. Did we meet that goal?

	Number of Response(s)	Response Ratio
Yes	48	49.4%
No	7	7.2%
Unknown	42	43.2%
Total	97	100%

4. Were you, your employees, or coworkers able to find "free on street parking" during this trial period?

	Number of Response(s)	Response Ratio
Yes, I had to come to work earlier to get a space though.	8	8.2%
Yes, I was able to park closer to my destination.	39	40.2%
Yes, I had to park further away from my destination.	12	12.3%
No, the area was full and I had to park in a parking garage or parking lot.	9	9.2%
No, I park in a parking garage or an off street parking lot.	31	31.9%
Total	97	100%

5. What effect did the "bagged" meters have on your customers?

	Number of Response(s)	Response Ratio
My customers were not impacted by the "bagged" meters.	25	25.7%
My customers liked not having to pay the meter and were able to find a close	21	21.6%
My customers had to park further away.	8	8.2%
My customers went somewhere else because the on street parking was not	5	5.1%

N/A	40	41.2%
Total	97	100%

6. Did the "2 hour" bags, installed in May 2012, impact your customers parking?

	Number of Response(s)	Response Ratio
Yes, my customers found the bags an improvement to the "Free Bags".	6	6.2%
Yes, my customers found the "2 hour" bags a detriment and spaces were	12	12.5%
No	28	29.1%
N/A	50	52.0%
Total	96	100%

7. During the meter trial, many yellow-top 10 hour meters were covered with "Free" parking bags. What impact did that have on you or your employees?

	Number of Response(s)	Response Ratio
We were happy about it and did not have to pay for parking permits or walk	31	31.9%
We found it very difficult to park at these spaces because they were filled by	19	19.5%
N/A we do not utilize these spaces.	48	49.4%
Total	97	100%

8. If the Parking Division increased the number of 10 hour parking meters, what is the MOST you would be willing to pay for a monthly permit?

	Number of Response(s)	Response Ratio
\$15	41	43.6%
\$20	32	34.0%
\$30	22	23.4%
Total	94	100%

9. During the past several months, how easy was it for you to find a parking space anywhere in downtown Billings?

	Number of Response(s)	Response Ratio
Very easy	15	15.3%
Easy	56	57.1%
Not very easy	29	29.5%
Total	98	100%

10. During the past several months, how easy was it for your employees to find a parking space anywhere in downtown Billings?

	Number of Response(s)	Response Ratio
Very easy	8	8.3%
Easy	32	33.3%
Not very easy	21	21.8%
N/A	35	36.4%
Total	96	100%

11. During the past several months, how easy was it for your customers to find a parking space anywhere in downtown Billings?

	Number of Response(s)	Response Ratio
Very easy	7	7.2%
Easy	35	36.0%
Not very easy	30	30.9%
N/A	25	25.7%
Total	97	100%

12. Please leave your final comments, below. And thank you.

46 Response(s)

Constant Contact Survey Results

Survey Name: Downtown Parking Meter Reduction Project

Response Status: Partial & Completed

Filter: None

Sep 28, 2012 2:54:29 PM

12. Please leave your final comments, below. And thank you. - Responses

Answer
Some establishments could utilize more 15 min parking zones for quick in and out service downtown.
I live downtown at 107 N Broadway in low-income housing. The free parking trial period was extremely helpful to me and my child. We liked walking the few blocks to save money. At most, I would park overnight, and by 11 am I was out each day. It was a relief to see I had the option to save money. Please bring back free parking.
loved this idea!
I would much prefer parking in an area that would allow me to walk a distance to a particular destination, a mentality exist that if I can't park directly in front of a destination I'm not going to shop. Billings citizens need to get out and WALK
Frankly, I'm willing to pay to park for convenience. During the free parking period (Transwestern area on N. 31st)it was very difficult to find parking in the afternoon that was as convenient as paid parking.
The area around Lincoln Center is challenging with the loss of the library lot. Other than that I think the test program was a success and would support making it permanent.
Not faulting the trial, but i'd like to see more consistency in meter location and pricing
Go back to the way the trial was and make it permanent.
If the results were that is was a net gain in budget dollars we ought to continue the process.
Depending on the time of day parking was ok. During Lunch it was hard to find a spot due to employees of businesses parking in front of our business. We have taken care of this issue. I saw meter peolpe driving around the same spot every 20 minutes so this means they have more than enough time to patrol the Free meters.
The hardest time to park downtown is during lunch. If it is before 11:30 or after 1:30 a parking spot is easier to find.
Would love to see free meters return all around the YMCA.
I would simply eliminate all parking meters. They are a net deterrent to downtown visitation and could be creatively replaced with time-limited parking zones.
I observed many more vehicles parked in the 10 hour free spaces than when metered. I think it encouraged some of those that work downtown to park and walk the couple blocks to work to save on money.
This had to be the worst thought out thing I've seen, no enforcement buisness owners and employees taking every available spot for blocks! I am looking at moving to the westend as your lovely trial almost put me out of buisness.

<p>My answer on 11 reflects that we still have a ways to go before making parking downtown "easy" to many retail customers. Having the free parking outside the core encourages employees to park for duration, opening possibilities for greater customer parking in the core. This deters employees from shuffling on core meters.</p>
<p>Me and my employees, and customers wish the parking garage on 3rd ave, between 29th and 30th streets was still open for hourly parking.. It is extremely hard to find a space to fit in the other garages with a full sized vehicle...</p>
<p>Park 1 was a place where many of our employees and customers parked. Many of our employees are temporary or part time and used the hourly parking. Since Park 1 is no longer available to them and Park 4 is now private there is little to no parking for them in reasonable proximity to our business. Many arrive later in the day and leave late.</p>
<p>We have way too many meters. remove them</p>
<p>Our business location is at the corner of: <input type="checkbox"/> 3rd Avenue South & South 24th Street. We <input type="checkbox"/> were not impacted by any of the Billings <input type="checkbox"/> Parking Meter changes.</p>
<p>We are located south of the tracks, 1 south broadway, we have tons of empty metered spaces all around us. Our employees can't use them because of the cost, and we don't have customers who stay here longer than 10 minutes. We would prefer to have variety of options, some ten minute parking, some full day, some monthly, etc. Thank you.</p>
<p>I think this is a step in the right direction. Good job!</p>
<p>#5 needs more answer options. Bagged meters were extremely helpful to our shoppers as employees could park there and free up 2 hour meters closer to shopping district. <input type="checkbox"/> The increased fines are outrageous and have severely impacted our customers willingness to continue shopping downtown. <input type="checkbox"/> Continue the bagged meters on the periphery. Nix hi fines.</p>
<p>The parking in Downtown Billings is clearly a joke, especially the enforcement people. Why not go to credit card machines and advanced systems rather than use a 1960's method. Maybe you should have the enforcement guy ride a horse. What a joke the Parking Dept is.</p>
<p>The 10 minute parking and the 2 hour parking in front of my business is now being used by employees of other businesses. This makes it very difficult for my customers to find parking.</p>
<p>Liked not having to park 3+ blocks away from work. Not very fun in the cold/dark of winter</p>
<p>Please have more yellow-top meters.</p>
<p>I wish there were NO meters what so ever. I wish that parking would simply be limited to 2hrs. and the a stiff fine.</p>
<p>I was skeptical of the plan at first, thinking it would be more difficult to find parking - but every time i've needed to park downtown i find a spot relatively easily. Also, our business was in the area that meters were removed, so we and our customers are pleased. Keep up the great work downtown!</p>

<p>make the garages for staff and employees of the business's available to park in at a reasonable rate, and allow the downtown shoppers to use the on street parking. let the meters be sponsored by business's and work out a deal with the business's to hand out tokens to use at the meters. maybe, that might work. how do the big cities handle it?</p>
<p>The test period had an undefined objective and provided no information that was useful. Lets privatize downtown parking and get ride of the parking devison. Everyone would benefit.</p>
<p>We found it very strange when the "free bags" came off. We hadn't heard what was going on so it was confusing. My biggest complaint about the time of the experiment was it seemed that there was less enforcement even in the areas which still had meters. I also think some of the free areas were too close to busier areas.</p>
<p>My employees would love 10 hr meters in central downtown even though we provide paid parking in the garages.</p>
<p>Our store was not in the area that was free, but I would strongly welcome 2hr free parking across the entirety of Downtown--with 10hr spots on the periphery. Our business would benefit greatly. It is the single biggest problem for our retail store on Broadway. Our customers can't find parking close to our store--as those spots don't turn over.</p>
<p>The general consensice seems that customers like street parking moreso than the garages, while employees struggle to the get high demand of decent parking garage spaces and even some of the bagged sections.</p>
<p>The free parking meters made sense because they were primarily in front of businesses (such as YMCA) that has a constant flow of people that don't expect to pay for parking. I just got a \$10 fine and not happy with it. It seems a little extreme for a one time offense.</p>
<p>we need meters, otherwise employees would park near their place of employment and there would be no spaces- so, really, I think parking is not too bad. You might have to walk a block, but that is good for everyone. It would help if we could purchase tokens at a reduced price to give our customers. Otherwise, it's not that bad.</p>
<p>I am not a business owner but between construction and many events parking was an absolute disaster. The free meters were very nice but a ways away from the functions.</p>
<p>It was very nice and I had a lot of comments from patrons that it was nice to be able to park on the street near our destination without having to pay. I also had comments that it was a little harder to find spots on occassion because they we so well used.</p>
<p>Would really like to see the free parking come back. Our members really liked having a closer spot to park especially our older members.</p>
<p>I think it's a great concept and would like to see it continue.</p>
<p>It is clear to us that no parking meters at all are better in all ways for our business and our customers. □ Tax monies could also be saved, as we would not need city employees to enforce and collect and maintain. We could reduce our spending and we would reduce the need for meaningless jobs that hurt our society and drain our productivity.</p>
<p>would like to keep meters around these areas free of charge. helps with parking.</p>

We pay for parking for our staff in a garage. I see many employees of other businesses running out and plugging meters. This is ridiculous. My customers have a hard enough time getting downtown without not being able to park. One of the worst is Jimmy John's. Their delivery people take up most of the meters on 2nd.

I do not want downtown to die. Cheaper better parking would help. The Downtown bums always asking for money needs to go to save downtown

My staff liked the \$15 monthly meter permit. They always knew where they could park and how long it would take to get to work. It was more consistent

Regular City Council Meeting

Meeting Date: 10/22/2012

TITLE: Empire Garage Design-Build Agreement

PRESENTED BY: Chris Mallow

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

This contract will provide complete design and construction services of the Empire Parking Garage that will be located on the north side of Montana Avenue between N. 27th Street and N. Broadway. The selection process formally began with a Request For Qualifications (RFQ) so prospective Design-Build teams could present a Statement of Qualifications. The City received twelve (12) responses to the RFQ. Three firms were deemed eligible to receive and respond to the Request for Proposals (RFP) that includes a preliminary cost proposal for design and construction of the garage. The three teams are Sletten Construction, Andersen Construction and PCL/Watrey. Proposals were received on September 27, 2012, and were reviewed by a selection team on October 2. The Andersen team was eliminated from further consideration because its cost proposal was approximately \$2.5 million over the stated budget. A selection team, including Councilman Cromley, interviewed the two remaining teams on October 11 and decided to recommend that Sletten Construction be awarded the design/build garage project. One advantage of design/build is setting a guaranteed maximum price early with the RFP proposals and final design / cost negotiations prior to the City committing to the full cost for the project. The budget for the design / build portion of the project is \$11,500,000. If the Council approves the recommendation, staff and OAC, the construction manager, will work with Sletten to develop a final project design and guaranteed maximum price. The project is being financed with Tax Increment bonds that cannot be sold for several weeks. The design/build contract will be structured to allow its cancellation if bonds cannot be sold or sold for an acceptable price. If that occurs, the City will be responsible for paying the design team for the work performed before that date and for any other work committed or completed, such as alley utilities relocation or building abatement/demolition.

ALTERNATIVES ANALYZED

The City Council may:

1. Approve the recommendation from the selection committee and name Sletten Construction as the selected design/build team;
2. Reject all proposals;
3. Table action until a future date.

Delaying action or rejecting the recommendation will reduce the City's ability to deliver a completed parking garage in calendar year 2013 and will delay other economic benefits from the garage.

FINANCIAL IMPACT

This project will be funded with TIF Bonds from the Expanded N. 27th Street Urban Renewal District and from payments by private parties for the proposed condominium parking and retail units. Bond payments will be made by this district over 20-25 years. This debt payment will use most of the tax increment until the district value grows.

RECOMMENDATION

Staff recommends that the City Council select Sletten Construction as the Empire Parking Garage design/build team and authorize the Mayor to execute the final contract when the scope of work and price are finalized.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 10/22/2012

TITLE: Empire Garage Utility Relocation Engineering Services Agreement

PRESENTED BY: Chris Mallow, Parking Supervisor

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Before demolition and construction of the Empire parking garage can begin, the City will need to bury all adjacent overhead utility lines that exist in the alley north of the proposed garage footprint. These utility lines must be buried to comply with OSHA regulations during demolition and construction phases and allow the garage to have a "sky-bridge" installed that will connect the garage to the Northern Hotel.

The goal of this agreement is to design a "Utility Trench" that will hold several conduits and carry the utility lines across Broadway between 1st Ave N. and Montana Ave. as well as design the storm water and sewer connections to the Empire Garage. After the design is complete, CTA will prepare bidding documents that will be used to contract with a General Contractor to dig the trench and transfer the utility lines underground.

The City advertised a Request for Proposals (RFP) on July 26th and August 2nd, 2012. The proposals were received by Staff on August 8th, 2012, and reviewed by a selection committee on August 10, 2012. The following proposals were received and reviewed by the selection committee:

1. Dowl-HKM
2. CTA, Inc.

The selection committee choose the CTA, Inc. proposal based on their understanding of the project and similar project experience. Staff and the OAC team met with CTA to create a Scope of Work and fee proposal after the selection process was completed.

ALTERNATIVES ANALYZED

Council can take the following action:

1. Approve agreement with CTA.
2. Reject agreement with CTA and award to DOWL-HKM
3. Reject agreement with CTA and not award contract

Staff feels that this agreement is essential to the timing of the Empire garage construction schedule and any delays will also delay demolition and construction activities.

FINANCIAL IMPACT

The City has identified this project in the Empire Garage overall budget and this service will be paid for through existing funds in the Expanded N. 27th Tax Increment Fund or with revenues from the upcoming Empire Garage TIF bond sale.

The contract amount is Sixty-two Thousand Seven Hundred Seventy-five dollars and Sixty-six cents, (\$62,775.66).

RECOMMENDATION

Staff recommends Council approve the agreement with CTA, Inc. for a price not to exceed \$62,775.66.

APPROVED BY CITY ADMINISTRATOR

Attachments

CTA Utility Agreement

Contract for Professional Architectural and Engineering Services

Project: Empire Garage Utility Relocation Design and Engineering Services

In consideration of the mutual promises herein, City of Billings and CTA, Inc., agree as follows. This Contract consists of:

- Part I, consisting of 15 Sections of Special Provisions;
- Part II, consisting of 11 Sections of General Provisions;
- Appendix A consisting of 4 pages (Basic Services of Contractor);
- Appendix B consisting of 2 pages (Methods and Times of Payment);
- Appendix C consisting of 1 pages (Additional Services of Contractor);
- Appendix D consisting of 5 pages (Schedule of Professional Fees);
- Appendix E consisting of 1 pages (Project Schedule);
- Appendix F consisting of 1 pages (Certificate(s) of Insurance); and

PART I SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

- A. "Administrator" means the City Engineer of the Engineering Division of the Public Works Department or his designee.
- B. "Billings" means the City of Billings.
- C. "Contractor" means CTA, Inc.

Section 2. Scope of Services.

- A. The Contractor shall perform professional services in accordance with Appendix A, which is attached hereto and incorporated in this Section by reference.
- B. Billings shall pay the Contractor in accordance with the Schedule of Professional Fees attached as Appendix D and incorporated herein by reference for services actually performed under this Contract.

- C. Billings shall not allow any claim for services other than those described in this Section. However, the Contractor may provide, at its own expense, any other services that are consistent with this Contract.
- D. The Contractor shall provide as-built drawings on mylars and in digital format, as approved by the City of Billings, to the Administrator within 30 days after the project completion date. Final payment will be withheld until the as-built drawings are received by the City of Billings.
- E. The Contractor shall provide certified construction payrolls to the Administrator stating in writing that the payrolls have been reviewed and are acceptable.

Section 3. Time for Performance.

- A. This Contract becomes effective when signed on behalf of Billings.
- B. The Contractor shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
- C. This Contract shall terminate at midnight on May 1, 2013.

Section 4. Compensation; Method of Payment. (Choose payment method A, B, or C)

Each month, or at the conclusion of each phase of the Work for which payment is due, as negotiated on a per-task basis, the Contractor shall present a bill to the Administrator describing the Work for which it seeks payment and documenting expenses and fees to the satisfaction of the Administrator. If any payment is withheld because the Contractor's performance is unsatisfactory, the Administrator must, within ten (10) days of the payment denial, notify the Contractor of the payment denial and set forth, with reasonable specificity, what was unsatisfactory and why. Billings will pay Contractor within 30 days of receiving an acceptable invoice.

Section 5. Termination of the Contractor's Services.

The Contractor's services under Section 2 of this Part may be terminated:

- A. By mutual consent of the parties.
- B. For the convenience of Billings, provided that Billings notifies the Contractor in writing of its intent to terminate under this paragraph at least 10 days prior to the effective date of the termination.
- C. For cause, by either party where the other party fails in any material way to perform its obligations under this Contract. Termination under this Subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefor, and the other party fails to cure the default within 30 days after receiving the notice.

Section 6. Duties Upon Termination

- A. If Billings terminates the Contractor's services for convenience, Billings shall pay the Contractor for its actual costs reasonably incurred in performing before termination and Billings shall pay for services rendered prior to termination.

Payment under this Subsection shall never exceed the total compensation allowable under Section 4 of this Part. All finished and unfinished documents and materials prepared by the Contractor shall become the property of Billings.

- B. If the Contractor's services are terminated for cause, Billings shall pay the Contractor the reasonable value of the services satisfactorily rendered prior to termination, less any damages suffered by Billings because of the Contractor's failure to perform satisfactorily. The reasonable value of the services rendered shall never exceed ninety percent (90%) of the total compensation allowable under Section 4 of this Part. Any finished or unfinished documents or materials prepared by the Contractor under this Contract shall become the property of Billings at its option.
- C. If the Contractor receives payments exceeding the amount to which it is entitled under Subsections A or B of this Section, he shall remit the excess to the Administrator within 30 days of receiving notice to do so.
- D. The Contractor shall not be entitled to any compensation under this Section until the Contractor has delivered to the Administrator all documents, records, Work product, materials and equipment owned by Billings and requested by the Administrator.
- E. If the Contractor's services are terminated for whatever reason the Contractor shall not claim any compensation under this Contract, other than that allowed under this Section.
- F. If a final audit has not been performed before the Contractor's services are terminated, Billings may recover any payments for costs disallowed as a result of the final audit.
- G. Except as provided in this Section, termination of the Contractor's services under Section 5 of this Part does not affect any other right or obligation of a party under this Contract.

Section 7. Insurance.

- A. The Contractor shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Contract, the Contractor shall furnish the Administrator with proof of insurance in accordance with Subsection B of this Section.
- B. The Contractor shall provide the following insurance:
 - 1. Workers' compensation and employer's liability coverage as required by Montana law.
 - 2. Commercial general liability, including contractual and personal injury coverage's -- \$1,500,000 per occurrence.
 - 3. Commercial automobile liability -- \$1,500,000 per accident.
 - 4. Professional liability in the amount of \$1,500,000 per claim.
- C. Each policy of insurance required by this Section shall provide for no less than 30 days' advance notice to Billings prior to cancellation.
- D. Billings SHALL be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies. In addition, all policies except

Professional Liability and Worker's Compensation shall contain a waiver of subrogation against Billings.

Section 8. Assignments.

Unless otherwise allowed by this Contract or in writing by the Administrator, any assignment by the Contractor of its interest in any part of this Contract or any delegation of duties under this Contract shall be void, and an attempt by the Contractor to assign any part of its interest or delegate duties under this Contract shall give Billings the right immediately to terminate this Contract without any liability for Work performed.

Section 9. Ownership; Publication, Reproduction and Use of Material.

- A. Except as otherwise provided herein, all data, documents and materials produced by the Contractor under this Contract shall be the property of Billings, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents, or other materials. Exclusive rights shall not be attributed to portions of such materials presently in the public domain or which are not subject to copyright. Contractor shall retain rights to pre-existing proprietary property including but not limited to interactive models. The Contractor shall have the right to include photographic or artistic representations of the design and construction of the Project among the Contractor's promotional and professional materials. The Contractor's materials shall not include Billings' confidential or proprietary information regardless of whether Billings has previously advised the Contractor in writing of the specific information considered by Billings to be confidential and proprietary.
- B. Equipment purchased by the Contractor with Contract funds: See Appendix A, Section 3. Scope of Work.
- C. Should Billings elect to reuse Work products provided under this Contract for other than the original project and/or purpose, Billings will indemnify and hold harmless the Contractor from any and all claims, demands and causes of action of any kind or character arising as a result of reusing the documents developed under this contract. Additionally, any reuse of design drawings or specifications provided under this Contract must be limited to conceptual or preliminary use for adaptation, and the original Contractor's or subcontractor's signature, professional seals and dates removed. Such reuse of drawings and specifications, which require professional seals and dates removed, will be signed, sealed, and dated by the professional who is in direct supervisory control and responsible for adaptation.

Section 10. Notices.

Any notice required pertaining to the subject matter of this Contract shall be either sent via facsimile (FAX) or mailed by prepaid first class registered or certified mail, return receipt requested to the following addresses:

Billings: Chris Mallow, Parking Supervisor
City of Billings
Parking Division
210 N. 27th Street
Billings, Montana 59101

FAX: (406) 247-8608

Contractor:

[Redacted Contractor Information]

FAX: (xxx) _____

Notices are effective upon the earlier of receipt, proof of good transmission (facsimiles only), or 5 days after proof of proper posting.

Section 11. Contract Budget.

In connection with its performance under this Contract, the Contractor shall not make expenditures other than as provided in line items in the Contract budget.

Section 12. Force Majeure.

- A. Any failure to perform by either party due to force majeure shall not be deemed a violation or breach hereof.
- B. As used in this Contract, force majeure is an act or event of substantial magnitude, beyond the control of the delayed party, which delays the completion of this Contract, including without limitation:
 - 1. Any interruption, suspension or interference resulting solely from the act of Billings or neglect of Billings not otherwise governed by the terms of this Contract.
 - 2. Strikes or Work stoppages.
 - 3. Any interruption, suspension or interference with the project caused by acts of God, or acts of a public enemy, wars, blockades, insurrections, riots, arrests or restraints of governments and people, civil disturbances or similar occurrences.
 - 4. Order of court, administrative agencies or governmental officers other than Billings.

Section 13. Financial Management System.

The Contractor shall establish and maintain a financial management system that:

- A. Provides accurate, current, and complete disclosure of all financial transactions relating to the Contract;
- B. Maintains separate accounts by source of funds for all revenues and expenditures and identifies the source and application of funds for the Contractor's performance under this Contract, including information pertaining to subcontracts, obligations, unobligated balances, assets, liabilities, outlays and income;
- C. Effectively controls and accounts for all municipal funds and Contract property;

- D. Compares actual expenditures with budgeted amounts and relates financial information to performance or productivity data including unit cost information where applicable;
- E. Allocates administrative costs to direct service delivery units;
- F. Minimizes the time between receipt of funds from Billings and their disbursement by the Contractor;
- G. Provides accounting records supported by source documentation; and
- H. Provides a systematic method assuring the timely and appropriate resolution of audit findings and recommendations.

Section 14. Funding Requirements.

In the event that any funding source for this Contract should impose additional requirements upon Billings for the use of those funds, the Contractor agrees to abide by those additional requirements immediately upon receipt of written notice thereof from Billings.

Section 15. Subcontracts.

The Contractor may enter into subcontracts for the purchase of goods and services necessary for the performance of this Contract, provided:

- A. Every subcontract shall be reduced to writing and contain a precise description of the services or goods to be provided and the nature of the consideration paid therefor.
- B. Every subcontract under which the Contractor delegates the provision of services shall be subject to review and approval by the Administrator before it is executed by the Contractor.
- C. Every subcontract in an amount exceeding \$1,000 shall require reasonable access to business records of the subcontractor relating to the purchase of goods or services pursuant to the subcontract.

PART II
GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

The Contractor shall perform its obligations hereunder as an independent Contractor of Billings. Billings may administer the Contract and monitor the Contractor's compliance with its obligations hereunder. Billings shall not supervise or direct the Contractor other than as provided in this Section.

Section 2. Nondiscrimination.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical impairment/disability. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- B. The Contractor shall state, in all solicitations or advertisements for employees to Work on Contract jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.
- C. The Contractor shall comply with any and all reporting requirements that may apply to it which the City of Billings may establish by regulation.
- D. The Contractor shall include the provisions of Subsections A through C of this Section in every subcontract or purchase order under this Contract, so as to be binding upon every such subcontractor or vendor of the Contractor under this Contract.
- E. The Contractor shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.

Section 3. Permits, Laws, and Taxes.

The Contractor shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this Contract. All actions taken by the Contractor under this Contract shall comply with all applicable statutes, ordinances, rules and regulations. The Contractor shall pay all taxes pertaining to its performance under this Contract.

Section 4. Nonwaiver.

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

Section 5. Amendment.

- A. This Contract shall only be amended, modified or changed by a writing, executed by authorized representatives of the parties, with the same formality as this Contract was executed.
- B. For the purposes of any amendment modification or change to the terms and conditions of this Contract, the only authorized representatives of the parties are:

Contractor: Pat White
(title of position)

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

The Contractor shall indemnify, defend, save, and hold Billings harmless from any and all claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including reasonable attorneys' fees and costs, arising from any wrongful or negligent act, error or omission of the Contractor or any agent, employee or subcontractor as a result of the Contractor's or any subcontractor's performance pursuant to this Contract.

- A. The Contractor shall not indemnify, defend, save and hold Billings harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful or negligent acts, error or omission solely of Billings occurring during the course of or as a result of the performance of the Contract.
- B. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both Billings and the Contractor, the Contractor shall indemnify, defend, save, and hold Billings harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from the Contractor's or any subcontractor's wrongful or negligent acts occurring as a result from the Contractor's performance pursuant to this Contract.

Section 10. Inspection and Retention of Records.

The Contractor shall, at any time during normal business hours and as often as Billings may deem necessary, make available to Billings, for examination, all of its records with respect to all matters covered by this Contract for a period ending three years after the date the Contractor is to complete performance in accordance with Section 2 of the Special Provisions. Upon request, and within a reasonable time, the Contractor shall submit such other information and reports relating to its activities under this Contract, to Billings, in such form and at such times as Billings may reasonably require. The Contractor shall permit Billings to audit, examine and make copies of such records, and to make audits of all invoices, materials, payrolls, records of personnel, and other data relating to all matters covered by this Contract. Billings may, at its option, permit the Contractor to submit its records to Billings in lieu of the retention requirements of this Section.

Section 11. Availability of Funds.

Payments under this Contract may require funds from future appropriations. If sufficient funds are not appropriated for payments required under this Contract, this Contract shall terminate without penalty to Billings; and Billings shall not be obligated to make payments under this Contract beyond those which have previously been appropriated.

IN WITNESS WHEREOF, the parties have executed this Contract on the date and at the place shown below.

City of Billings

Contractor

Mayor

Date: _____

Name: _____

Title: _____

Date: _____

ATTEST:

IRS Tax ID # _____

City Clerk

APPROVED AS TO FORM:

Date: _____

By _____

BRENT BROOKS, City Attorney

STATE OF MONTANA)
 :ss.
COUNTY OF YELLOWSTONE)

On this ____ day of _____, 2004, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the _____ of _____, and acknowledged to me that they executed the foregoing instrument on behalf of said corporation having first been authorized to do so.

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

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

Note: Final contract documents will require the Contractor's signature to be notarized.

APPENDIX A
City of Billings ~ Empire Parking Garage Utility Relocation
SCOPE OF WORK

1. The Scope of Services, understandings, deliverables and exclusions are outlined below.

The process of meeting with utilities was initiated by the City and their Consultant Hulteng CCM, Inc. The initial work resulted in an understanding that utility relocation is a project in itself and this project was created as the result of that understanding. Consequently CTA will build upon what has been initiated.

- The overall project description is to design the underground relocation of above ground utilities and adjust and or relocate existing underground utilities within the alley corridor between Montana Avenue and 1st avenue North also lying between S. 27th Street extending east to approximately 100 feet east of S. 28th Street. The work will entail working with and coordinating the following utilities: Northwest Energy, Mid Rivers, Zayo, MDU, Century link, Integra, and Optimum. The City of Billings sewer and storm drainage systems also exist in the ally and may also be modified within this design project. Storm and Sewer Services will also be designed to serve the parking garage.
- CTA will meet with utilities, learn their criteria, requirements and coordinate with each utility whereby a common understanding and consensus is gained from each utility. With that consensus, common trench design to relocate utilities will be completed. Relocation may also result in modification to existing underground installations from some of the same utilities. We anticipate modification and service extensions to the proposed parking garage from the existing storm and sewer mains and that close coordination will be carried out with the City of Billings designated storm and sewer representative as well as the selected Empire Design Build firm. Design will also entail street crossings and associated curb gutter and sidewalk replacement due to the utility relocations. A temporary alley asphalt surface and final concrete alley surface will be designed with the temporary alley surface being replaced after structure demolition and new parking Garage construction is complete.

2. Understandings

- Utility specific engineering design will be accomplished by each utility and will include but not be limited to; wire sizes, cabinets / vaults, Glu-lam poles, conduit size and number, utility specific temporary design work critical to their utility maintaining operational status which shall be borne by the utility itself.
- The City shall provide all adjoining properties private sewer and storm drainage plans and or As-built plans and or records and all public sewer and storm drainage as-builts and or any plan data to CTA.
- Each utility shall provide all utility as-builts and or any plan data to CTA.
- The City of Billings will provide video tapping of the existing sewers and storm drains.
- City of Billings will provide a City elevation and coordinate datum to be used within our survey.
- The City of Billings will request permission from the geotechnical engineer currently under contract to allow the current report to be used in CTA specifications for this project. The assumption is made that the report addresses utility trenches, and asphalt

and concrete paving sections or will be amended to address those items. This item only addresses the initial borings adjacent to the alley

-

3. Coordination

- CTA's role is to coordinate with each utility, the City of Billings and when needed the Design Build Team selected for the Empire Parking Garage. Through that coordination our plans will be developed by the coordinating efforts and with the consensus of the affected utilities. Time has been estimated to coordinate with utilities. Time allocations are an estimate and could be high or low. We will be as efficient as possible and anticipate affected utilities will be as efficient as well.
- Although we will be delivering a product in the form of plans, specification and bidding documents, the service being provided is an effort. That effort is in coordination, gaining consensus and leading all affected utilities in one direction with a common goal. Each utility has their requirements criteria, resources and limitation. That effort has been estimated within the coordination meetings and associated hours. Those estimated times for utility meetings are described below.

Utility Meetings

- Utilities include: Northwest Energy, Mid Rivers, Zayo, MDU, Century link, Integra, and Optimum.
- CTA will conduct three meetings total which will include all utilities in attendance. The meetings will be: 1) Pre-design meeting. After this meeting and with our understanding we will design the common trench. 2) Design Review meeting with utilities, 3, Construction Kickoff meeting. Meetings will be scheduled at CTA and will include follow-up meeting minutes.

City of Billings Storm and Sewer Coordination

- We anticipate three meetings with the City and the DB firm to discuss storm and sewer connections to the empire parking garage. From those meetings CTA and the City and DB firm will agree upon storm and sewer service connection locations to the parking garage. CTA will design the storm and sewer service stubs to the parking garage. Meetings will be scheduled at City offices on Montana and will include follow-up meeting minutes.

4. Deliverables

- CTA shall prepare construction documents including plans and specifications utilizing the City of Billings Standard Modifications to the Montana Public Works Standards Specifications (MPWSS) Plans will be produced at 22 x 34 and half size sets at 11 x 17.
 - a. Base mapping: Overall Site Survey extending from S. 27th Street to the North South alley between S. 28th Street and S 29th street which includes; both North South allies extending north approximately 75 feet from the east west alley, the Bank parking lots west of S. 28th street, the southern half of the parking lot north of the east west alley and east of S. 27th street, approximately 75 feet of the east side of S. 27th Street, approximately 100 feet of S 28th street and shall;

- Identify existing improvements.
- Identify existing underground utilities as located or as shown by provided As-built drawings Each Utilities existing plan will be transferred to our Drawings so all utilities know what each utility has currently installed. Additionally each utility will sign the plans stating that “to the best of their knowledge the information shown accurately depicts what is currently installed”. This process will be accomplished by meeting with and reviewing individual utilities to understand and depict the existing condition.
- Identify existing vertical utility support structures and schematically show which utilities are overhead as provided by utility companies.
- Existing grades will be shown by topographic contour lines and occasional spot elevations.

b. Civil and Utility Relocation Plans

- Demolition Plan
 - Identify existing surface improvements to be demolished and/or removed from site.
 - Limits of existing utilities to be removed
 - Identify existing improvements to be protected or preserved
- Paving and Surface Improvement Plans
 - Design surface treatments to match existing conditions.
 - Grading with design contours and spot elevations.
 - Final Alley concrete paving (requires parking garage DB coordination)
- Dry Utility Relocation plans for combined underground installation
 - Common utility trench Plan and Profile
 - Utility service plan locations to the Empire parking Garage, to within 5’ of the building (requires parking garage DB coordination)
 - Transition structure locations. Sizes provided by utilities.
- Wet Utilities
 - Storm and Sewer plan adjustments if needed
 - Plan and profiles
 - Storm and Sewer services plan for Empire Parking Garage to within 5’ of the proposed building (requires parking garage DB coordination)
- Detail Plans
 - Paving, asphalt and concrete, curbs and gutter, sidewalks, ramps
 - Trench details bedding backfill and concrete encasement
 - Dry Utility details, Vaults, Poles, etc., Utility engineering provided by others, shown by CTA
- Traffic Control Plans
 - Traffic Control plans for closing N. 28th Street
 - Traffic Control plans for closing the project block east/west and north/south alley
 - Traffic Control plans for closing portions of the alley west of N. 28th Street to maintain banking operations

- Storm water / Erosion Control Plan
 - Plan and details

Utility engineering for rerouting utility specific lines for temporary service and to maintain service during the relocation shall be prepared by each individual utility.

- c. Specifications: Written Specifications utilizing the 16 division format with City of Billings Standard modifications to the MPWSS. The specifications shall include bidding and construction documents with forms pertaining to Construction Administration. A typical table of contents is shown below at the end of this document.
- d. Easements: We anticipate two easements to accommodate specific utility engineered vertical structures, cabinets, or vaults installed that may require installation on private property outside the limits of the public alley right-of-way. CTA will prepare easement exhibit and description whereby the City or utility preparing the easement and document language. CTA will lead four hours of meetings between utilities and other interested parties. Excluded are any recording or similar fees.

5. Bidding

- Bidding shall include; printing bidding sets, writing the invitation to bid, providing plans and specifications to plan centers electronically, conducting a pre-bid meeting, attending the bid opening, reviewing bids submitted and calling references if needed, preparing a bid tabulation, preparing a recommendation of award letter written to the City.

6. Exclusions

- The following items are not included under the scope of services identified above:
 - a. Environmental site assessment, hazardous materials, or archeological and endangered species studies
 - b. Easement recording fees or similar fees
 - c. Review Fees
 - d. Permit fees
 - e. Bid advertising costs
 - f. Re-Bidding Costs
 - g. FEMA floodplain analysis
 - h. Change of zoning
 - i. City Council Presentations
 - j. Processing or Routing of Dig Permit
 - l. Permitting

7. Construction Administration (Future)

- CTA recommends that following design and bidding we are retained to continue with the project through construction. We recommend CTA be retained for the Following construction administration services.
 - a. Construction administration
 - b. Construction staking
 - c. Construction inspection
 - d. As built survey and drawings

Appendix B

Methods and Times of Payment

Section 1. Payments for Basic Services.

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

Partial payment shall be made to the Engineer upon receipt of the Engineer's pay estimate, said estimate being proportioned to the work completed by the Engineer. Billings shall deduct ten percent (10%) from each monthly pay estimate to be held until the completion of the final scope of work. The final payment shall be made only after acceptance of final documents by Billings, and determination that the scope of work has been satisfactorily completed.

A. For services rendered prior to construction, Appendix A, the Engineer shall be paid based upon actual time accrued, but not to exceed the following amounts:

1. Project Management	\$ 3,330
2. Quality assurance / Quality Control Program	\$ 4,225
3. Base Mapping	\$ 10,560
4. Coordination	\$ 9,840
5. Design	\$ 26,425
6. Easement Exhibits and Descriptions	\$ 2,295
7. <u>Bidding</u>	<u>\$ 6,100</u>
Total	\$ 62,775

B. Final payment shall be the above stated basic fee less all previous payments.

Section 2. Payments for Extra Services when Authorized by Billings.

Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study shall be paid for on an hourly basis at the applicable fees in Appendix D.

Section 3. Corrections.

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

Section 4. Fee Increases

For contracts and services that are expected to require more than one (1) year to complete, the above stated basic services payments may be reviewed and adjusted annually by mutual agreement of the parties, based upon documented evidence that the Engineer's costs and hourly rates as shown in Appendix D have increased for all comparable clients.

Appendix C

Additional Services of Engineer

Extra Services of the Engineer will be paid only with written prior authorization by Billings.

- A. Field and laboratory testing of materials and reports.
- B. Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study.

Appendix D

Schedule of Professional Fees

Current agreements for engineering services stipulate that the standard hourly rates are subject to review and adjustments. Hourly rates for services effective on the date of this Agreement are included below.

The itemized schedule provided below includes direct labor costs, normal payroll and overhead costs, transportation, furnishing equipment and materials normally required for performance of the work and reasonable profit. Direct project costs not itemized herein shall be paid for at actual cost.

Section 1. Professional Services.

	<u>Standard Rate</u>	<u>Overtime Rate</u>
A. Principal	\$ _____	\$ _____
B. Engineer/Scientist		
1. Sr. Project Manager III	\$ _____	\$ _____
2. Sr. Project Manager II	\$ _____	\$ _____
3. Sr. Project Manager I	\$ _____	\$ _____
4. Project Manager III	\$ _____	\$ _____
5. Project Manager II	\$ _____	\$ _____
6. Project Manager I	\$ _____	\$ _____
7. Project Engineer/Scientist II	\$ _____	\$ _____
8. Project Engineer/Scientist I	\$ _____	\$ _____
9. Staff Engineer	\$ _____	\$ _____
10. Engineer/Scientist Intern	\$ _____	\$ _____
C. Geologist		
1. Sr. Project Manager I, Geologist	\$ _____	\$ _____
2. Project Geologist II	\$ _____	\$ _____
D. Engineering Technician		
1. Sr. Engineering Technician II	\$ _____	\$ _____
2. Sr. Engineering Technician I	\$ _____	\$ _____
3. Engineering Technician	\$ _____	\$ _____
4. Technician III	\$ _____	\$ _____
5. Technician II	\$ _____	\$ _____
6. Technician I	\$ _____	\$ _____
7. Engineering Assistant	\$ _____	\$ _____

	<u>Standard Rate</u>	<u>Overtime Rate</u>
E. Clerical and Computer		
1. Printer	\$ _____	\$ _____
2. Administrative Coordinator II	\$ _____	\$ _____
3. Administrative Coordinator I	\$ _____	\$ _____
4. Secretary II	\$ _____	\$ _____
5. Secretary I	\$ _____	\$ _____
6. Clerical	\$ _____	\$ _____
7. Computer Services	\$ _____	\$ _____

Section 2. Surveying Services.

A. Survey Manager	\$ _____	\$ _____
B. Sr. Land Surveyor	\$ _____	\$ _____
C. Land Surveyor I	\$ _____	\$ _____
D. Land Surveyor II	\$ _____	\$ _____
E. Party Chief	\$ _____	\$ _____
F. Sr. Instrument Man	\$ _____	\$ _____
G. Instrument Man	\$ _____	\$ _____
H. Rodman, Chainman	\$ _____	\$ _____
I. Survey Crew		
1. 3-Man Crew	\$ _____	\$ _____
2. 2-Man Crew	\$ _____	\$ _____

Section 3. Equipment Rates.

A. Vehicle		
1. Larger of		\$ _____ /mile
2. or		\$ _____ /hour
B. ATV/Snowmobile		\$ _____ /day
C. Computer Equipment		
1. Engineering/Technical/CADD/GIS/Word Processing		\$ _____
2. CADD Plotter		
a. Bond		\$ _____
b. Vellum		\$ _____
c. Color		\$ _____
d. Mylar		\$ _____
3. Scanner		\$ _____
D. Electronic Distance Measuring		\$ _____
E. Total Station		\$ _____
F. Nuclear Densometer		\$ _____
G. GPS Equipment		\$ _____
H. RTK System		\$ _____

Section 4. Hydrologic Equipment

- A. Well Bailer 2" Stainless Steel \$ _____
- B. Well Bailer 4" PVC \$ _____
- C. Well Bailing Unit, Gas Powered \$ _____
- D. Combustible Gas Indicator, Explosimeter \$ _____
- E. Conductivity Meter \$ _____
- F. pH Meter \$ _____
- G. pH/Temp/Conductivity Meter \$ _____
- H. Photo-Ioniz. Detector (Hnu) \$ _____
- I. Dissolved Oxygen Meter \$ _____
- J. Turbidity Meter \$ _____
- K. Stream Flow Meter \$ _____
- L. Hermit Data Logger/Probe \$ _____
- M. Oil/Water Interface Well Probe \$ _____
- N. Well Probe, SINCO 300 feet \$ _____
- O. Well Probe, 500 ft with Temperature Sensor \$ _____
- P. Checkvalve Pump (Brainard-Kilman) \$ _____
- Q. Submersible Pump (Redi Flo 2) \$ _____

Section 5. Supplies, Office, Drafting, & Reproduction.

- A. Copier Reproduction (Reduced Rates for Volume Copying)
 - 1. Black & White Copy - \$_____per page
 - 2. Color – 8 1/2 x 11 - \$_____per page
 - 3. Color – 11 x 17 – R_____per page
- B. Prints (Blue, Black, Brownline) \$ _____
- C. Sepia \$ _____
- D. Clothback \$ _____
- E. Chartpak \$ _____
- F. Repro Mylar \$ _____
- G. Transparency \$ _____
- H. Drafting Film \$ _____
- I. Kroy \$ _____
- J. Prints (Presentation Paper) \$ _____
- K. Offset Printing \$ _____

Section 6. Field Supplies.

- A. Brass Caps – Studded \$ _____
- B. Brass Caps – Pipe 3' x 2" \$ _____
- C. Specialty Monuments \$ _____
- D. Lot Corners with Aluminum Caps \$ _____
- E. Lot Corners with Aluminum Caps \$ _____
- F. Lot Corners with Plastic Caps \$ _____
- G. Plastic Caps, Yellow \$ _____
- H. Rebar \$ _____

- I. Boundary Markers, Carsonite \$ _____
- J. Flagging \$ _____
- K. Paint \$ _____
- L. Aerial Target Material \$ _____
- M. Hubs
 - 1. 2x2x6 Square (Hub 06-2) \$ _____
 - 2. 2x2x10 Wedge (Hub 10-BT) \$ _____
- N. Lath
 - 1. 24" \$ _____
 - 2. 36" \$ _____
 - 3. 48" \$ _____
- O. Stakes \$ _____
- P. Nail, 60d \$ _____
- Q. Personal Protection Gear
 - 1. Level C \$ _____
 - 2. Level C1 \$ _____
 - 3. Level C2 \$ _____
 - 4. Level D \$ _____
 - 5. Level D1 \$ _____
- R. Soil Sampling Disposables \$ _____
- S. Water Sampling Disposables \$ _____

Section 7. Materials Testing

- A. Soils
 - 1. Proctor Method A \$ _____
 - 2. Method B, C, or D \$ _____
 - 3. One Point Check \$ _____
 - 4. Clay Sample Prep \$ _____
 - 5. Course Agg. Prep \$ _____
 - 6. Atterberg Limits, LL & PL \$ _____
 - 7. Hydrometer w/Gravel \$ _____
 - 8. Organic Content \$ _____
 - 9. Specific Gravity \$ _____
- B. Aggregates
 - 1. Sieve Analysis (+#4 dry, -#4 washed) \$ _____
 - 2. Sieve Analysis (Full Wash) \$ _____
 - 3. Sieve Analysis (Sand Only) \$ _____
 - 4. Sieve Analysis (3" Minus Full Wash) \$ _____
 - 5. Specific Gravity and Absorption (Course) \$ _____
 - 6. Specific Gravity and Absorption (Fine) \$ _____
 - 7. Percent Crushed (Fractured Faces) \$ _____
 - 8. LA Abrasion \$ _____
- C. Concrete
 - 1. Cylinder Cure, Cap, Test \$ _____
 - 2. Cylinder Cure & Handle Spares \$ _____
 - 3. Cylinder Mold \$ _____
 - 4. Mortar Mold \$ _____

- 5. Prism Break \$ _____
- 6. Grout Prism Break \$ _____
- 7. Unit Weight \$ _____
- D. Bituminous
 - 1. Bituminous Extraction & Gradation \$ _____
 - 2. Bituminous Extraction \$ _____
 - 3. Marshall Density, Stability, & Flow \$ _____
 - 4. Marshall Compaction and Density \$ _____
 - 5. Maximum Specific Gravity & Voids Analysis \$ _____
 - 6. Thickness & Density of Cores, Each \$ _____
 - 7. Coring Machine Including Technician \$ _____

Section 8. Miscellaneous Expenses

- A. Lodging \$ _____
- B. Meals \$ _____
- C. Telephone \$ _____
- D. Fax \$ _____

Section 9. Materials and Other Direct Costs.

Materials and other direct costs will be invoiced at current rates, plus a ten percent (10%) handling fee. Included as direct costs are the following:

- A. Approved Employee Meals, Lodging, Transportation
- B. Premium Delivery Service (UPS, Federal Express, etc.)
- C. Toll Communication Services (Telephone, Fax, etc.)
- D. Supplies
- E. Premiums for Special Insurance, Performance Bonds, etc.
- F. Other Out-of-Pocket Expenses
- G. Consultants

The cost of Professional Liability Insurance coverage is included in the hourly rates of personnel.

Appendix E

Project Schedule

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

C. Public Meetings

1. First Meeting –
2. Second Meeting –
3. Final Meeting –

D. Submittals and Meetings

1. Preliminary Design Report –
2. Design Report –
3. City Council Meeting –

E. Final Design –

Delays affecting the completion of the work within the time specified of more than ninety (90) days, not attributable to or caused by the Parties hereto, may be considered as cause for the renegotiation or termination of this Contract.

If the Engineer is behind on this Contract due to no fault of Billings, then the Engineer hereby acknowledges the right of Billings to withhold future Contracts to the Engineer in addition to any other remedy until this Contract is brought back on schedule or otherwise resolved.

Appendix F

Certificate(s) of Insurance

(Attach Certificate(s) of Insurance)

Regular City Council Meeting

Meeting Date: 10/22/2012
TITLE: Brownfield Grant Commitment Letter
PRESENTED BY: Tina Volek
Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The Big Sky Economic Development (BSED) Community Development Team asked the City Council at its October 15, 2012, work session to issue a letter of commitment for a \$400,000 application to the U.S. EPA Brownfields Assessment Program grant to perform Phase I and II environmental assessments in the East Billings Urban Renewal District (EBURD). The letter is due by November 8, and needs to be added to the October 22, 2012, agenda in order to be considered in time.

Using a previous grant, the team had 23 Phase I and 9 Phase II properties assessed at no cost to the property owners. However, additional properties in the district need assessment.

City Council directed staff to add approval of the letter to its October 22, 2012, agenda. Adding the item to the agenda requires a 3/4 vote of the Council Members present.

ALTERNATIVES ANALYZED

The Council may:

- Add the item to the agenda by a 3/4 vote of those present and then vote to approve the letter by a simple majority;
- Amend the letter and then follow the process above; or
- Deny the request to add the item to the agenda. Scoring for the grant award is based in part on the ability of BSED to gain support of community based organizations with specific roles in the project, and the City's unwillingness to participate might affect BSED's ability to obtain the grant.

FINANCIAL IMPACT

There is no cost to the City for supporting this application.

RECOMMENDATION

Staff recommends that the Council add the attached letter to the October 22, 2012, agenda by a 3/4 or better vote of those present and then approve the letter by a simple majority or better of those present.

APPROVED BY CITY ADMINISTRATOR

Attachments

Brownfields Letter

October 22, 2012

Ms. Patty Nordlund
Community Development Manager
Big Sky Economic Development
222 N. 32nd Street, Suite 200
Billings, MT 59101-1948

Dear Ms. Nordlund:

The Billings City Council today voted to approve a letter of commitment for the FY2013 EPA Brownfields Assessment Program Grant. The grant is critical to continue to assess properties in the East Billings Urban Renewal District (EBURD) in order to remove barriers for redevelopment and to ensure that properties are conducive to protecting human health and environment. The City of Billings is committed to infill development and the implementation of mixed use zoning. Recently the city has implemented both a hybrid EBURD Zoning Code and an Infill Development Policy. The City has also adopted and is implementing a Complete Streets Policy.

With two city staff members serving as members of the HUD-DOT-EPA partnership group for the last two years, the City of Billings has partnered with Big Sky Economic Development (BSED) and nearly thirty other community based organizations on numerous efforts. The HUD-DOT-EPA partnership embraces the livability principles and has worked hard to develop goals and planned outcomes that anchor the livability principles in all of our development efforts.

I am confident that BSED has the expertise and the resources to successfully accomplish the assessment activities, as the organization has successfully carried out its first EPA Brownfields Assessment Grant, completing assessments on 23 parcels in the EBURD.

Sincerely,

Thomas W. Hanel, Mayor

Regular City Council Meeting

Meeting Date: 10/22/2012

TITLE: Authorizing two loans from the General Fund to the N 27th Tax Increment Fund not to Exceed \$3.2 Million

PRESENTED BY: Patrick M. Weber, Finance Director

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

There is a need for a loan of up to \$1.5 million from the General Fund to the N 27th TIF Fund needed to start the Empire Garage project prior to closing on bonds. The loan will be used for utilities relocation, abatement/demolition and pre-design for the Empire Garage. Advancing the Empire Garage project will reduce the duration of valet parking for the Northern Hotel paid for by the N 27th TIF revenue and reduce the duration of pile driving for the garage foundation after the Northern Hotel is open.

There may be a need for an additional loan of up to \$1.7 million from the General Fund to the N 27th TIF Fund to finish the Empire Garage project prior to receiving proceeds from the sale of retail space and parking stalls. The loan will ensure the entire Empire Garage project is completed.

ALTERNATIVES ANALYZED

The Council may: Approve the loans or not approve the loans.

FINANCIAL IMPACT

The \$1.5 million loan will be paid for with bond proceeds or N 27th Tax Increment revenue.

The \$1.7 million loan will be paid for with proceeds from the sale of retail space and parking spaces or N 27th Tax Increment revenue.

Interest on the loans will accrue based on the City's average investment rate plus a half of one percent.

RECOMMENDATION

Staff recommends approval of the resolution authorizing two loans from the General Fund to the N 27th Tax Increment Fund not to exceed \$3.2 Million.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution

RESOLUTION 12-

A RESOLUTION OF THE CITY OF BILLINGS, MONTANA, CITY COUNCIL, AUTHORIZING TWO LOANS FROM THE GENERAL FUND TO THE N 27TH TAX INCREMENT FUND NOT TO EXCEED \$3.2 MILLION FOR THE EMPIRE GARAGE PROJECT.

WHEREAS, there is a need for a loan of up to \$1.5 million from the General Fund to the N 27th TIF Fund needed to start the Empire Garage project prior to closing on bonds.

WHEREAS, the loan will be used for utilities relocation, abatement/demolition and pre-design for the Empire Garage.

WHEREAS, advancing the Empire Garage project will reduce the duration of valet parking for the Northern Hotel paid for by N 27th TIF revenue and reduce the duration of pile driving for the garage foundation after the Northern Hotel is open.

WHEREAS, there may be a need for an additional loan of up to \$1.7 million from the General Fund to the N 27th TIF Fund to finish the Empire Garage project prior to receiving proceeds from the sale of retail space and parking stalls.

WHEREAS, the loan will ensure the entire Empire Garage project is completed.

WHEREAS, interest on the loans will accrue based on the City's average investment rate plus a half percent.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, to authorize two loans from the General Fund to the N 27th Tax Increment Fund not to exceed \$3.2 million for the Empire Garage project.

APPROVED AND PASSED by the City Council of the City of Billings, this 22nd day of October, 2012.

THE CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Cari Martin, CITY CLERK