

CITY OF BILLINGS

CITY OF BILLINGS VISION STATEMENT:

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

AGENDA

COUNCIL CHAMBERS

March 25, 2013

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: March 11, 2013

COURTESIES:

PROCLAMATIONS:

ADMINISTRATOR REPORTS - TINA VOLEK

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

1. CONSENT AGENDA -- Separations:

A. Mayor Hanel recommends that Council confirm the following appointments:

1.

	Name	Board/Commission	Term	
			Begins	Ends
1	No Applications	Animal Control Board	01/01/13	12/31/16
2	No Applications	Animal Control Board*	01/01/13	12/31/13
3	Kristi Drake	Bicycle & Pedestrian Advisory	01/01/13	12/31/15
4	Darryl Wilson	Bicycle & Pedestrian Advisory	01/01/13	12/31/15

5	No Applications	Board of Appeals - Electrical	01/01/13	12/31/13
6	No Applications	Board of Appeals - Builder	01/01/13	12/31/15
7	No Applications	Housing Authority Res Comm	01/01/13	12/31/13
8	No Applications	Human Relations Board*	01/01/13	12/31/15
9	No Applications	Human Relations Board*	01/01/13	12/31/15
10	No Applications	Human Relations Board	01/01/13	12/31/16
11	No Applications	Mayor's Homelessness Lending	01/01/13	12/31/16
12	No Applications	Mayor's Homelessness Econ Dev	01/01/13	12/31/16
13	No Applications	Mayor's Homelessness Econ Dev*	01/01/13	12/31/14

- 2. Unexpired term of Solomon Neuhardt
- 8. Unexpired term of Malcolm Bailey
- 9. Unexpired term of Claudia Stephens
- 13. Unexpired term of Bruce MacIntyre

B. Bid Awards:

1. **Two New Current Model Year 16-Foot Width, Wide Area Rotary Mowers.** (Opened 3/12/2013) Recommend Midland Implement; \$159,298; recommend rejection of total trade-in allowance of \$2,000 and authorization for staff to sell Units 1642 and 1643 according to the Surplus Property Disposal Policy.
2. **W.O. 13-06, Rehberg Ranch Irrigation Center Pivot.** (Opened 3/12/13) Recommend BPPS, Inc.; \$93,201.22.
3. **W.O. 11-19, Solid Waste Landfill Phase 5 Expansion.** (Opened 3/12/2013) Recommend Montana Civil Contractors, Inc.; \$2,041,324.

C. Approval of four new Aviation Commercial Ground Leases with Lynch Flying Service, Inc. dba Edwards Jet Center and Edwards Jet Center Montana, Inc.; total annual revenue first year - \$165,232.18; revenue for subsequent years to be adjusted annually by the Consumer Price Index for All Urban Consumers (CPI-U); and **approval** of Lessor's Consent to Assignment to Stockman Bank.

D. Digitization Service Agreement with Western Heritage Center; \$25,000.

E. Certified Local Government Program Contract with State of Montana Historic Preservation Office; \$5,500. Local matches: City of Billings Planning Division - \$1,031; Yellowstone County - \$1,000; City of Laurel - \$469.

F. MEMORDANDUM OF UNDERSTANDING with Beartooth RC&D Economic Development District, \$9,563.62 annual expense. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

G. Confirmation of Probationary Police Officers Andrew Sanders and Matthew Frank.

H. Rimrock Road - Shiloh to Forsythia Boulevard

- 1. Right-of-Way Easement Agreement** with Dennis Buscher, DOL Holdings, LLC; W.O. 09-20, Rimrock Road Improvements - Forsythia Boulevard to Shiloh Road
- 2. Resolution of Intent** to create SILMD 311, Rimrock Road from Forsythia Boulevard to Shiloh Road; and set a public hearing date for April 22, 2013.

I. Acceptance of Donation from First Interstate Bank to support Project Homelessness; \$5,000.

J. Subordination of Housing Rehabilitation Loan for Barbara J. Hickson; \$12,000.

K. Resolution allocating monies from the SID Revolving Loan Fund contained within the Council Contingency General Fund Account. Public Safety New World Software - \$600,000; City Hall Lighting Upgrade - \$81,000; Lighting Upgrade in Seven Fire Stations and Boiler Replacement in Fire Station 2 - \$216,000; Establish Community Development Home Reinvestment Revolving Program - \$250,000.

L. Resolution relating to \$7,885,000 Tax Increment Urban Renewal Bonds for construction of the Empire Parking Garage authorizing the sale and outlining the terms and details of the bonds.

M. Final Plat of Foxtail Village Subdivision, 2nd Filing, Amended Block 2.

N. Bills and Payroll:

1. February 25, 2013
2. March 4, 2013
3. July 1, 2012 - December 31, 2012 - Municipal Court

REGULAR AGENDA:

- 2. PUBLIC HEARING** for the sale of city-owned property located at 421 South 33rd Street, Billings, MT, also known as the Irma House II. Because no bids on the property were received, staff recommends continuing to market the property for sale. (Action: approval or disapproval of staff recommendation.)
- 3. PUBLIC HEARING AND RESOLUTION** approving the FY2014-2018 Capital Improvement Plan (CIP); FY2014 Equipment Replacement Plan (ERP); and the FY2014 Technology Replacement Plan (TRP). Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

4. **1228 AND 1236 MULLOWNEY LANE ANNEXATION AND ZONE CHANGE REQUEST**
 - A. **PUBLIC HEARING AND RESOLUTION FOR ANNEXATION #13-02:** Property described as an unplatted 63.32-acre parcel of land generally located south of the King Avenue West interchange with Interstate 90 and addressed as 1228 and 1236 Mullowney Lane; Elizabeth Zeiler, owner and petitioner. Staff recommends conditional approval. (Action: approval or disapproval of staff recommendation.)
 - B. **PUBLIC HEARING AND FIRST READING ORDINANCE FOR ZONE CHANGE #908:** A zone change from Agriculture Open-Space (A-1) to Highway Commercial (HC) on an un-platted 63.32-acre parcel of land generally located south of the King Ave West interchange with Interstate 90 and addressed as 1228 and 1236 Mullowney Lane. Elizabeth Zeiler, owner. Zoning Commission recommends approval of the zone change and adoption of the determinations of the 10 criteria. (Action: approval or disapproval of Zoning Commission recommendation.)
5. **TRACT 1, CERTIFICATE OF SURVEY 2587 & TRACT 1, CERTIFICATE OF SURVEY 3329 ANNEXATION AND ZONE CHANGE REQUEST**
 - A. **CONTINUANCE OF PUBLIC HEARING AND RESOLUTION FOR ANNEXATION #13-01:** two parcels totaling approximately 97 acres in Tract 1, C/S 2587, and Tract 1, C/S 3329, generally located northwest of the intersection of Hesper Road and Gabel Road (Public Hearing continued from 2/25/2013); Industrial Planning Associates, L.P, owner and petitioner. Staff recommends conditional approval. (Action: approval or disapproval of staff recommendation.)
 - B. **CONTINUANCE OF PUBLIC HEARING AND FIRST READING ORDINANCE FOR ZONE CHANGE #907:** A zone change from Agriculture Open-Space (A-1) to Controlled Industrial on 2 parcels of land described as Tract 1, C/S 2587 and Tract 1, C/S 3329, generally located northwest of the intersection of Hesper Road and Gabel Road (Public Hearing continued from 2/25/2013); Industrial Planning Associates, LP, owner; Dowl HKM, agent. On a 2-2 vote, Zoning Commission forwards no recommendation.
6. **CENTENNIAL PARK LEASE BETWEEN THE CITY OF BILLINGS AND BILLINGS COMMUNITY YOUTH FOUNDATION, INC.** approving a default notice be sent to the Billings Community Youth Foundation, Inc. (BCFYI) providing a 60-day period for documented proof of compliance with all provisions of the lease. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

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

COUNCIL INITIATIVES

ADJOURN

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

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

Regular City Council Meeting

Meeting Date: 03/25/2013
TITLE: Boards & Commissions Appointments
PRESENTED BY: Tina Volek
Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The Mayor is requesting that the City Council confirm appointments for Board and Commission positions that are vacant due to resignations and positions at term end.

ALTERNATIVES ANALYZED

- Council may:
- Confirm the proposed appointments; or
 - Not confirm the appointments.

FINANCIAL IMPACT

The proposed action has no financial impact.

RECOMMENDATION

Mayor Hanel recommends that Council confirm the following appointments:

	Name	Board/Commission	Term	
			Begins	Ends
1	No Applications	Animal Control Board	01/01/13	12/31/16
2	No Applications	Animal Control Board*	01/01/13	12/31/13
3	Kristi Drake	Bicycle & Pedestrian Advisory	01/01/13	12/31/15
4	Darryl Wilson	Bicycle & Pedestrian Advisory	01/01/13	12/31/15
5	No Applications	Board of Appeals - Electrical	01/01/13	12/31/13
6	No Applications	Board of Appeals - Builder	01/01/13	12/31/15
7	No Applications	Housing Authority Res Comm	01/01/13	12/31/13
8	No Applications	Human Relations Board*	01/01/13	12/31/15
9	No Applications	Human Relations Board*	01/01/13	12/31/15
10	No Applications	Human Relations Board	01/01/13	12/31/16
11	No Applications	Mayor's Homelessness Lending	01/01/13	12/31/16
12	No Applications	Mayor's Homelessness Econ Dev	01/01/13	12/31/16
13	No Applications	Mayor's Homelessness Econ Dev*	01/01/13	12/31/14

2. Unexpired term of Solomon Neuhardt
8. Unexpired term of Malcolm Bailey
9. Unexpired term of Claudia Stephens
13. Unexpired term of Bruce MacIntyre

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 03/25/2013

TITLE: Two New Current Model Year Sixteen (16') Foot Width Wide Area Rotary Mowers

PRESENTED BY: Mike Whitaker

Department: Parks/Rec/Public Lands

Information

PROBLEM/ISSUE STATEMENT

The 16' Wide Area Mowers that these new mowers are replacing were purchased in 2001. These mowers are used 8 hours a day, 4 to 5 days a week from May 1 through approximately the end of October. They are two of the Parks Divisions's large 16' mowers and are required to mow 20 to 30 acres per day. As a result, it is imperative to have machines that are reliable in order to stay on schedule with mowing. This past summer, breakdowns caused un-mowed ball fields and parks and complaints from the public. Several new parks have been added to the Park system in the past few years which has added to the number of acres that these mowers need to mow each day. The 16' mowers are the foundation of Parks turf care program and are critical to its success.

Specifications for two new 16' Wide Area Mowers were developed, and sealed bids were requested in the Billings Times on February 28 and March 7, 2013, and posted on the City's website. One bid was opened on March 12, 2013 and Midland Implement Inc. bid \$79,649.00 each for a total of \$159,298.00 for both units . They meet the bid specifications and requirements. Delivery of the two mowers is expected to be within 60 days of bid award. Midland Implement bid a trade in allowance of \$1,000.00 each for Units 1642 and 1643. If the trade in allowance were accepted, the net cost would be \$157,298.00 for both mowers.

ALTERNATIVES ANALYZED

City Council may:

1. Approve the Midland Implement Inc. bid for both 16' Wide Area Mowers and accept the trade in allowance or;
2. Approve the Midland Implement Inc. bid for both 16' Wide Area Mowers, reject the trade in allowance for both mowers and authorize staff to sell Units 1642 and 1643 following the Surplus Property Disposal Policy No. VII.10. or;
3. Reject all bids and provide guidance to staff on the desired next steps.

FINANCIAL IMPACT

The two 16' Wide Area Mowers were scheduled to be replaced and are being purchased through the Capital Equipment Replacement Fund. Funds in the amount of \$84,148.00 for each mower or a total of \$168,296.00 for both mowers have been accrued in the Capital Equipment Replacement Fund.

RECOMMENDATION

Staff recommends that the City Council approve the bid from Midland Implement of \$159,298.00 for the purchase of two new 16' Wide Area Mowers, reject the trade in allowance of \$2,000.00 for both mowers and authorize staff to sell Units 1642 and 1643 following the guidelines set forth in Policy VII.10. Surplus Property Disposal.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 03/25/2013

TITLE: Bid Award: W.O. 13-06 Rehberg Ranch Irrigation Center Pivot

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

W.O. 13-06 Rehberg Ranch Center Pivot is a project to install an irrigation center pivot with pipeline and a pump near the bottom of the lower lagoon within the Rehberg Ranch subdivision. The pivot will be used to irrigate treated wastewater from the Rehberg Ranch area. The project is being funded from the wastewater funds. The project was advertised on February 21, 28, and March 7, 2013, in the Billings Times and on the City's Website. Bids were opened on March 12, 2013, and two bids were received. BPPS Inc. submitted the lowest responsible bid.

ALTERNATIVES ANALYZED

The Council may:

- Award W.O. 13-06 to BPPS Inc. in the amount of \$93,201.22; or
- Not award the contract to BPPS Inc. and reject all bids. If this project is not constructed, the Wastewater Treatment Plant personnel will continue to struggle with a labor intensive water reel and will have difficulty keeping up with demands to irrigate wastewater as the subdivision continues to develop.

FINANCIAL IMPACT

The following bids were received and evaluated:

Contractor	Contract
BPPS Inc.	\$93,201.22
Western Municipal Construction, Inc.	\$132,650.00

The funding for the project was budgeted in FY13 and the sources are wastewater funds.

Project Budget	\$100,000.00
Encumbered Funds	\$0.00
This Contract	\$93,201.22
Project Budget Remaining	\$6,798.78

RECOMMENDATION

Staff recommends City Council award a contract for W.O. 13-06 Rehberg Ranch Center Pivot to BPPS Inc. in the amount of \$93,201.22.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 03/25/2013

TITLE: W.O. 11-19--Solid Waste Landfill Phase 5 Expansion, Construction Bid Award

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

The W.O. 11-19--Solid Waste Landfill Phase 5 Expansion project will construct the planned next cell to dispose of solid waste as outlined in the Solid Waste Master Plan. Also included will be the installation of the necessary liner and construction of access roads and drainage ditches. Cells 3 and 4 are currently being utilized, but will likely be filled to capacity within 2-3 years, so Cell 5 must be constructed to provide adequate waste space.

The project was advertised February 21 and 28 and March 7 in the Billings Times and on the City's website. Bids were opened March 12, 2013, and Council is asked to award a contract based on the bids.

ALTERNATIVES ANALYZED

The Council may:

- Award a construction contract to the low bidder, Montana Civil Contractors, Inc. in the amount of \$2,041,324.00; or
- Reject all bids. If the project is not awarded the project will not be constructed and the landfill will be filled to capacity in 2 to 3 years.

FINANCIAL IMPACT

The following bids were received and evaluated:

CONTRACTOR(S)	BID
Donnes, Inc.	\$2,578,600.00
JEM Contracting	\$2,182,983.00
COP Construction	\$2,299,710.00
Dick Anderson Construction	\$2,441,372.00
Knife River - Billings	\$2,910,595.00
CMG Construction	\$2,082,852.00
Montana Civil Contractors, Inc.	\$2,041,324.00

Western Municipal Construction	\$2,287,930.00
Shumaker Trucking & Excavating Contractors	\$2,448,618.00

The project is being funded by solid waste funds, as approved in the FY 2013 budget. There are sufficient funds available to cover the costs of the construction contract.

RECOMMENDATION

Staff recommends Council award a construction contract for W.O. 11-19--Solid Waste Landfill Phase 5 Expansion to Montana Civil Contractors, Inc. in the amount of \$2,041,324.00.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 03/25/2013

TITLE: Commercial Aviation Ground Leases with Edwards Jet Center – Lease Updates and Term Extensions

PRESENTED BY: Tom Binford

Department: Airport

Information

PROBLEM/ISSUE STATEMENT

On July 23, 2012, the City Council approved a new twenty-five (25) year Ground Lease with Lynch Flying Service, Inc. DBA Edwards Jet Center (EJC) on a vacant parcel known as Commercial Lot 8, a 73,094 square foot parcel located at the east end of the Airport. EJC recently completed construction of a new large (130' x 160') aircraft hangar on this parcel. The new hangar was designed to meet growing hangar space needs due to the increase in private corporate jet traffic at the Airport. EJC also desires to enhance/improve its FBO operations at the Airport. Staff has negotiated new Leases with extended terms on four of EJC's existing Leases at the Airport. The new Leases update standard language clauses, Lease exhibits, mandatory insurance requirements in the Leases, cancel and replace the existing Leases, and also grant additional term on each of the Leases. The extended terms will allow EJC to stage and finance its future enhancement/improvement plans. The negotiated arrangement also will allow for the return of one leased parcel to the Airport at the end of the current Lease term this Summer, along with the transfer of ownership of the existing hangar on this parcel to the City. The Airport will utilize this parcel to address and alleviate the shortage of on-site parking for the Terminal facility. The Leases that will be updated and extended cover Commercial Lot 3 (142,115.64 square feet), Commercial Lot 5 (432,407 square feet), Fuel Farm Lot 3 (7,437 square feet), Fuel Farm Lot 4 (4,900 square feet), Fuel Farm Lot 1 (3,483 square feet), and a West End Ground Lease (233,637.18 square feet). The new terms on all of the Leases except the West End Ground Lease will be effective July 1, 2012, and terminate on June 30, 2037. The new term on the West End Ground Lease will be effective September 1, 2012, and terminate on August 31, 2022. In conjunction with the new Leases, new Lessor's Consent to Assignment of Lessee's Interest in Leases to Secure Bank Loan with Stockman Bank are required. Copies of all Leases and Lessor's Consent to Assignment documents are on file in the City Clerk's office.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the new Leases with Lynch Flying Service, Inc. DBA EJC and EJC Montana, Inc. updating the standard language clauses, Lease exhibits, mandatory insurance requirements, granting additional Lease term, and canceling and replacing the existing Leases; or
- Not approve the new Leases with Lynch Flying Service, Inc. DBA EJC and EJC Montana, Inc. updating the standard language clauses, Lease exhibits, mandatory insurance requirements, granting additional Lease term, and canceling and replacing the existing Leases.

FINANCIAL IMPACT

These ground Leases will generate \$165,232.18 in rentals during the first year of the Lease terms. Future rentals will be adjusted annually by the Consumer Price Index for All Urban Consumers (CPI-U). The table below summarizes the first year annual rentals for each Lease.

Lease	Annual Rental
Commercial Lot 3	\$28,536.84
Commercial Lot 5 and Fuel Farm Lots 3 and 4	\$89,611.08
Fuel Farm Lot 1	\$1,408.18
West End Ground Lease	\$45,676.08
TOTAL	\$165,232.18

RECOMMENDATION

Staff recommends that City Council authorize the Mayor to execute the new Commercial Aviation Ground Leases at Billings Logan International Airport with Lynch Flying Service, Inc. DBA EJC and EJC Montana, Inc., and the accompanying Lessor's Consent to Assignment of Lessee's Interest in Leases to Secure Bank Loan with Stockman Bank.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 03/25/2013

TITLE: Digitization Service Agreement with the Western Heritage Center

PRESENTED BY: Bill Cochran

Department: Library

Information

PROBLEM/ISSUE STATEMENT

The City Council approved a Digitization Service Agreement with the Western Heritage Center on February 27, 2012. Since then, historical specialists at the Center assessed over 1800 photographs in the Library's Montana Room Collections. In addition, they provided metadata, or cataloging information, of scanned digital images of 718 photographs, which are now being made available to the public through the statewide Montana Memory Project. The work specified in this Agreement will build upon the assessment, digitization and cataloging completed in the 2012 project and will produce another 1,087 digital images with metadata for inclusion in the Montana Memory Project database, for a total of 1,805 photos. The contract for services will be reviewed at the end of the project for possible renewal until the collection is fully digitized.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the award of the Digitization Service Agreement; or
- Not approve the award of the Digitization Service Agreement and not complete this phase of the project at this time.

FINANCIAL IMPACT

The total cost of the Service Agreement will be \$25,000. The source of funding for this project is Library reserves.

RECOMMENDATION

Staff recommends that the City Council approve the Digitization Service Agreement with the Western Heritage Center.

APPROVED BY CITY ADMINISTRATOR

Attachments

Digitization Agreement



Parmly Billings Library and Western Heritage Center Digitization SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 25th day of March, 2013, by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as “City,” and The Western Heritage Center, of Billings, Montana hereinafter referred to as “Contractor.”

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 Contractor as an independent contractor to perform the services of providing metadata for 187 existing digital images, selecting and scanning 900 photos and postcards in the Montana Room and providing metadata for them, selecting and scanning rare or high interest objects in the Montana Room. A portion of the existing digital images may be determined by Contractor to be of little value to the digitization project. In that case, metadata is not required for those images. These items are described in the Scope of Work attached hereto as Exhibit “A” and by this reference made a part hereof.

2. **Effective Date:** This Agreement is effective upon the date of its execution and will terminate on March 12, 2014. The parties may extend this agreement, by mutual concurrence, for 90 days, in writing prior to its termination.

3. **Scope of Work:** The Contractor shall perform the services outlined in Exhibit “A”. In performing these services, the Contractor shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefor, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

4. **Payment:** City agrees to pay Contractor \$25,000 for the work described in the Scope of Work in Exhibit “A”. Any alteration or deviation from the described work that involves extra costs will be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

If partial payment is requested by Contractor, it shall be made upon invoice and said estimate being proportioned to the work completed by the Contractor. City shall 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.

5. Independent Contractor Status: The parties agree that Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Contractor 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. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties.

Contractor 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. Contractor shall maintain workers' compensation insurance coverage for all members and employees of Contractor's business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

Contractor 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. Indemnity and Insurance: Contractor 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 Contractor or its agents or employees. **For this purpose, Contractor shall provide City with proof of Commercial General liability insurance issued by a reliable company or companies for personal injury and property damage, in an amount not less than \$750,000 per claim, and in an amount not less than \$1.5 million per occurrence and naming the City as an additional insured. The insurance must be in a form suitable to City.**

7. Warranty: Contractor warrants that all services and work will be performed in a good workman-like manner. Contractor acknowledges that it will be liable for any breach of this warranty for the lesser period of one (1) year from the time services are completed or any warranty described in the Scope of Work in Exhibit "A".

8. Compliance with Laws: Contractor agrees to comply with all federal, state, and local laws, ordinances, rules and regulations. Contractor agrees to purchase a City business license.



9. **Contractors' Gross Receipts Tax:** Contractor understands that all contractors or subcontractors working on a publicly funded construction project, including any work requiring the installation, addition, placement, replacement, or removal of any equipment, parts, structures, or materials of any kind whatsoever, are required to pay or have withheld from earnings one percent (1%) of the gross contract price if the gross contract price is Five Thousand Dollars (\$5,000) or more.

10. **Nondiscrimination:** Contractor agrees that all hiring by Contractor of persons performing this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

11. **Default and Termination:** If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party may, at its option, terminate this Agreement and be released from all obligations if the default is not cured within ten (10) calendar days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

12. **Liaison:** City's designated liaison with Contractor is Kathy Robins and Contractor's designated liaison with City is Julie Dial.

13. **Governing Law and Venue:** This Agreement 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 this Agreement shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

14. **Severability:** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

15. **Successors and Assigns:** Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.



16. Ownership of Documents: All documents, data, drawings, specifications, software applications and other products or materials produced by the Contractor in connection with the services rendered under this Agreement shall be the property of the City and the Contractor if the project is executed. The City assumes the responsibility for copyright of the original documents and provenance documentation where such exists. The City and the Contractor may use all documents, data, products or materials created within the scope of the project. Patrons of the City or Contractor may use the digitized images and metadata under the fair use clause of the 1976 copyright act. The digitized images may be used for educational, scholarly purposes and private study with a credit line included for each item used. The City and Contractor will take steps to inform patrons that any publication or reproduction of the material in any physical or digital form that exceeds that permitted by fair use or use them for any commercial purpose, including display or web page use, must be accompanied by prior written permission from the City or the Contractor. All documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the Contractor are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Contractor harmless for such use. All or any portions of materials, products and documents produced under this Agreement may be used by the Contractor upon confirmation from the City that they are subject to disclosure under the Public Disclosure Act. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City. Any information relating to the services will not be released without the written permission of the City. The Contractor shall preserve the confidentiality of all City documents and data accessed for use in Contractor's work product.

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

CITY OF BILLINGS, MONTANA

CONTRACTOR (Print Name Above)

By _____
CHRISTINA F. VOLEK,
City Administrator

By _____
Print Name _____
Print Title _____

APPROVED AS TO FORM:

By _____
BRENT BROOKS,
City Attorney



EXHIBIT “A”

SCOPE OF WORK

Building on a project started in 2012, the Parmly Billings Library proposes to contract with the Western Heritage Center to complete the digitization and description of historic photos in the Montana Room for the purpose of providing them online to patrons and researchers. In 2012, the Western Heritage Center provided metadata (descriptions) of 718 items and an assessment of the historic holdings remaining in the Montana Room. The following scope of work has been derived from that assessment.

The Western Heritage Center will provide metadata to the Library for scans of pioneers, early Billings street scenes and McCormick photos, a total of 187 images. The Western Heritage Center will compare the list of already-completed items with the items currently in file cabinets in the Montana Room for the purpose of selecting 900 photos and postcards that have not been digitized. Western Heritage Center will scan the photos according to Library specifications, provide metadata and scanned images to the Library. Secondly, the Western Heritage Center will scan the postcards and provide metadata for them. The Western Heritage Center will save the metadata in an Excel spreadsheet with the same structure as the FY12 metadata spreadsheet. Metadata required by the Library includes: Photo File Name, Description, Creator, Photo Date or approximate date. The Library is looking for Who, What, When, Where, and anything else of note.

In the process of selecting the photos and postcards, Western Heritage center will identify other rare or high interest objects in the Montana Room vertical files so the Library can digitize them. The Western Heritage Center will assist the Library in selecting acid-free and archival boxes needed to protect for storage the photos, postcards and ephemera in the Montana Room.

Regular City Council Meeting

Meeting Date: 03/25/2013

TITLE: Certified Local Government Program Contract

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

The State of Montana Historic Preservation Office has designated the City of Billings as a Certified Local Government (CLG) for historic preservation activities. As a CLG, the City is eligible to receive state funding to coordinate historic preservation efforts in our area. At its February 25 meeting, the City Council approved the application for these funds through the CLG Program. On February 28, 2013, the City received approval of its application for this grant cycle of April 1, 2013, through March 31, 2014. Two original contracts must be signed by the City's Authorized Representative (Mayor) to execute the grant program for this cycle..

ALTERNATIVES ANALYZED

The City Council may:

- Agree to participate in State CLG program and accept CLG grant funding to coordinate historic preservation activities; or
- Decline to participate in State CLG program and accept CLG grant funding to coordinate historic preservation activities. If the City declines the CLG grant program, other funding sources would be necessary to continue the historic preservation efforts in the community.

FINANCIAL IMPACT

If the City Council approves execution of the grant agreement, \$5,500 in State of Montana Certified Local Government funding would be allocated to the community. Local match for the CLG includes \$1,031 from the City of Billings Planning Division, \$1,000 from Yellowstone County, and \$469 from the City of Laurel for a total program funding of \$8,000. The Planning Division will also continue to provide in-kind match through staff support of approximately 20 hours a week to administer the Yellowstone Historic Preservation Board (YHPB) activities and the CLG Grant Administration. The funding package will be used to contract with the Western Heritage Center for consulting services that assist with completion of projects identified in the YHPB Work Plan. The budget proposed with local funds and in-kind match is sufficient to meet the requirements of the CLG Grant and has been approved by the State Historic Preservation Office.

RECOMMENDATION

Staff recommends that the City Council authorize the Mayor to sign the Certified Local Government Grant Contracts for a \$5,500 Certified Local Government grant from the Montana State Historic Preservation Office.

APPROVED BY CITY ADMINISTRATOR

Attachments

Agreement Number: **MT-13-011**

STATE OF MONTANA AGREEMENT

This agreement (Agreement) is hereby made between **City of Billings**, PO Box 1178, Billings, MT 59103 (The "Subgrantee") and the Montana State Historic Preservation Office, Montana Historical Society, 1410 8th Ave, PO Box 201202 Helena, Montana 59620-1202 (The "Grantee"). The two parties, in consideration of mutual covenants and stipulations described below, agree as follows:

SECTION I: SERVICES

The Subgrantee shall:

1. Maintain an active Historic Preservation Commission (HPC) that will advocate for preservation, assist the HPO to accomplish preservation goals, and fill vacancies on the HPC promptly.
2. Participate in and carry out the responsibilities for Certified Local Government program status as outlined in "The Montana Certified Local Government Manual."
3. Insure historic preservation concerns are considered at all levels of local government planning and are incorporated as goals of other local, state, and federal projects.
4. Administer local preservation ordinances.
5. Have on staff a minimum half-time designated Historic Preservation Officer (HPO) who demonstrably plays an active and consistent role in the conduct of the subgrantee's historic preservation activities. On behalf of the Subgrantee it is the role of HPO to conduct these activities and/or work with the HPC to:
 - a. Regularly report on HPC activities at local government Commission meetings and be available for comment to these groups and other local government offices;
 - b. Monitor Preservation Covenants and Agreements and provide historic preservation information and assistance to property owners;
 - c. Provide technical assistance, direction, literature on historic preservation tax credits, National Register, Federal regulations and Secretary of Interior Standards;
 - d. Inspect and evaluate historic properties for potential and feasible reuse and rehabilitation;
 - e. Coordinate, promote and participate in events such as National Historic Preservation Week and/or other preservation related activities;
 - f. Cooperate and communicate with the Grantee and fellow HPO/HPCs in Montana and elsewhere as appropriate; and
 - g. Submit semi-annual progress reports, meeting minutes and financial reports per deadlines outlined in this agreement. In the Final Progress Report, the HPO will identify benefits the local government has derived as a result of the employment of a HPO, the needs of the local government for future professional preservation efforts, and any additional functions of the HPO carried out which further the understanding and implementation of historic preservation values and objectives in the local government.

6. Send at least one (1) person from the Certified Local Government to a State Historic Preservation Office (SHPO) - approved training. The attendee shall attend the entire training and report back to their Preservation Commission.

All work completed under this funding agreement must meet the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation as interpreted by the Grantee. Final products or services that do not fulfill the requirements of this Agreement, and do not comply with the appropriate Secretary of the Interior's Standards, will not be reimbursed, and any advance payments made in connection with such products or services must be repaid to the Grantee.

SECTION II: EFFECTIVE DATE, DURATION, AND REMUNERATION

The Agreement shall take effect as of April 2, 2013 and shall terminate March 31, 2014 unless a new termination date is set or the agreement is terminated pursuant to SECTION IV. Total payments by the "Grantee" for all purposes under this contract shall not exceed \$5,500. In the event that the SHPO does not receive full funding from the National Park Service, the total grant award may be reduced, as outlined in the CLG Manual. Payment shall be made on a reimbursement basis by request of Subgrantee to the SHPO.

SECTION III: CONSIDERATION AND PROCESS FOR PAYMENT

In consideration of Services rendered in this Agreement, the Grantee agrees to pay the Subgrantee as follows:

1. The Subgrantee agrees to submit semi-annual Progress Reports, meeting minutes, and Requests for Reimbursement. Reports will be accompanied by the following documentation:
 - a. The Subgrantee's name, address and agreement number **MT-13-011**;
 - b. Report discussing work completed during the reporting period. Include meeting agendas and minutes;
 - c. An itemized listing of cash or in-kind donations that comprise the non-federal match;
 - d. An itemized listing of project expenses that are charged to the federal grant;
 - e. The net request for payment; and
 - f. Products produced during the reporting period.
2. All Requests for Reimbursement must be approved by the Grantee prior to payment. Payment for work completed under this Agreement may be withheld pending the delivery and acceptance of such items. All Subgrantees must retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of 3 years or until an acceptable audit (accessible by auditors) has been performed and all claims and audit findings involving the records have been resolved. The 3-year retention period starts from the date of the submission of the final report. A final Request for Reimbursement must be submitted within thirty (30) days of the termination of this Agreement if they are to qualify for payment.
3. All Requests for Reimbursement will be reviewed for eligibility and allowability under Chapters 12,

13 and 14 of the National Park Service's Historic Preservation Fund Manual and the State CLG Manual. The Subgrantee may request a copy of the CLG Manual from the SHPO and the Historic Preservation Fund Manual is available for inspection at the SHPO.

4. The Subgrantee shall, at minimum, provide documentation detailing forty percent (40%) matching non-federal funds for the overall grant award. The minimum dollar amount of match necessary for the full grant award of \$5,500.00 is \$3,667.00 (in-kind services or cash). In the event that the grant award is reduced, the match requirement would be reduced proportionally. Requests for Reimbursement require the same 40% documentation relative to the amount requested. The accepted Grant Application, reviewed and approved by the Grantee, provides an estimation of sources and amounts of matching funds from the Subgrantee.
5. The Grantee may retain final payment of federal grant funds until such time as the approved project work has been successfully completed and all conditions of this Agreement have been met.

SECTION IV: TERMINATION

1. The Subgrantee understands and agrees the Grantee, as a state agency, is dependent upon federal and state appropriations for its funding and actions by Congress or the Montana Legislature may preclude funding this Agreement completely through the termination date stated in Section II. Should such a contingency occur, the parties agree the Grantee may set a new termination date or terminate the contract immediately, depending upon the funding remaining available for the Agreement, and the Subgrantee will be compensated for services rendered and expenses incurred to 5:00 p.m. of the revised termination date.
2. In the event of termination, all property (except real estate) and finished or unfinished documents, data, studies, and reports purchased or prepared by the Subgrantee under this Agreement shall, at the option of the Montana Historical Society (MHS), become the property of the MHS, and the Subgrantee shall be entitled to compensation for any un-reimbursed expenses necessarily incurred in satisfactory performance of this Agreement. Notwithstanding the above, the Subgrantee will not be relieved of liability to the Grantee for damage sustained by the Grantee by virtue of any breach of the Agreement by the Subgrantee, and the Grantee may withhold any reimbursement to the Subgrantee for the purpose of off-set until such time as the exact amount of damages due the Grantee from the Subgrantee is agreed upon or otherwise determined.
3. Except for the provisions of SECTION IV, paragraph 1, and SECTION XII, either party may terminate this Agreement without cause thirty (30) days after delivery of written notice in hand to the other party.
4. The MHS may terminate this Agreement for failure of the Subgrantee to perform any of the services, duties, or conditions in accordance with the time schedule contained in this Agreement. The Grantee will provide the Subgrantee with written notification of the reasons for the Subgrantee's performance failure and allow the Subgrantee a period of not less than ten (10) days nor more that thirty (30) days after receipt of said notification to rectify the identified failure to perform.

SECTION V: GENERAL AND SPECIFIC CONDITIONS

The Subgrantee agrees to follow the General and Specific Conditions according to this Agreement and Chapter 5 of the Historic Preservation Fund Grants Manual.

SECTION VI: ASSIGNMENT AND PROCUREMENT PROCEDURES

1. The Subgrantee agrees that the procurement of services, supplies, equipment, and construction will be obtained efficiently and economically and in compliance with the applicable federal laws, and of OMB Circular A-102, (as further amended, 8/29/97) and Chapter 17 of the Historic Preservation Grants Manual.
2. The process for the selection of subcontractors to perform the services under this Agreement, regardless of whether by competitive bidding or negotiated procurement, shall be conducted in a manner that provides maximum open and free competition. Procurement procedures shall not restrict or eliminate competition. Examples of what is considered to be restrictive of competition include, but are not limited to: (1) placing unreasonable requirements on firms or individuals in order for them to qualify to do business, (2) non-competitive practices between firms, (3) organizational conflicts of interest, and (4) unnecessary experience and bonding requirements.
3. Competitive bidding or negotiated procurement is required for all survey and planning subcontracts. Proposals shall be requested from an adequate number of sources (at least two or three sources) to permit reasonable competition. The Request for Proposals shall be publicized and reasonable requests by other sources to compete shall be honored to the maximum extent practicable. The Request for Proposals shall identify the survey or planning area, population, number of properties to be inventoried, funds available and volunteer support (if applicable). The Subgrantee shall document in writing the evaluation criteria used and the results of the technical evaluation of the proposals received, determinations of responsible offerors for the purpose of written or oral discussions, and selection for subcontract award. Subcontractors shall be selected on the basis of qualification, subject to negotiation of fair and reasonable compensation. Unsuccessful offerors shall be notified promptly. A copy of documentation of the selection process will be submitted to the Grantee prior to the initiation of the project.
4. Noncompetitive negotiation may be used with prior written approval from the Grantee when, after the solicitation in accordance with Section VI, 3. above, competition is determined inadequate.
5. The Subgrantee will notify the SHPO upon the selection of a subcontractor. Subgrantee will verify Subcontractor is not on the debarred list. A copy of this contract will be submitted to the SHPO for review and written approval prior to its execution.
6. Prior to the beginning of project work or any grant payment, the Subgrantee must submit to the SHPO the below listed items to demonstrate that the federal procurement requirements have been met in full:
 - a. Copies of the letters to qualified sources and public advertisements requesting proposals and/or invitations to bid;
 - b. Copy of the Subgrantee documentation of the selection criteria and process;

- c. A copy of the successful proposal and a description of the Subgrantee reasons for selection;
- d. Listing of the unsuccessful offerors; and
- e. Copy of the proposed contract between the Subgrantee and the subcontractor.

Note: SHPO must review and approve all contracts between the Subgrantee and subcontractors prior to their execution. The parties agree that there will be no assignment or transfer of this Agreement or any interest in the Agreement and that no service required under this Agreement may be performed under subcontract unless both parties agree in writing.

SECTION VII: EQUAL EMPLOYMENT OPPORTUNITY

1. Pursuant to Sections 49-2-303 and 49-3-207 of the Montana Code Annotated and the federal Civil Rights Act of 1964, (as amended) and Equal Employment Opportunity statute, in all hiring or employment made possible by or resulting from this Agreement, the Subgrantee: 1) will not discriminate against any employee or applicant for employment because of race, color, social condition, religion, sex, age, national origin, marital status, creed, political affiliation, or physical or mental handicap; and 2) will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. This requirement applies to, but is not limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subgrantee will comply with all applicable statutes and Executive Orders on equal employment opportunity, including enforcement provisions, as implemented by, but not limited to, Department of the Interior policies, published in 43 CFR 17.
2. The Subgrantee will comply with Section 504 of the Rehabilitation Act of 1973 which provides that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
3. The Subgrantee will comply with The Age Discrimination Act of 1975 prohibiting discrimination on the basis of age in programs and activities receiving Federal Financial assistance.

SECTION VIII: FAIR LABOR STANDARDS

The Subgrantee agrees to comply with all Federal and State wage and hour rules, statutes, and regulations, and warrants that all applicable Federal and State fair labor standards and provisions will be complied with both by the Subgrantee and any subcontractors, in the event that subcontracted services are employed to fulfill the terms and conditions of this Agreement are agreed upon by the MHS, SHPO and the Subgrantee.

SECTION IX: PROHIBITION AGAINST LOBBYING

The Subgrantee must conform to provisions of 18 USC 1913:

"No part of the money appropriated by an enactment of Congress shall in the absence of express

authorization by Congress be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or any other device intended or designed to influence in any matter a Member of Congress, to favor or oppose, by vote or otherwise, any legislation of appropriation by Congress, whether before or after introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the U.S. or its Departments or agencies from communicating to Members of Congress on the request of any Member of Congress, through the proper channels, requests for legislation or appropriation that they deem necessary for the efficient conduct of the public business." Thus, costs associated with activities to influence legislation pending before Congress, commonly referred-to as "lobbying" is unallowable under this Agreement.

SECTION X: INDEMNIFICATION

The Subgrantee agrees that it will hold harmless and indemnify the MHS from any and all losses that may result to the Grantee because of negligence on the part of the Subgrantee, its agents, representatives, or employees. The Subgrantee shall hold harmless the MHS from any and all claims arising out of the execution of this Agreement for injury to third persons, including their agents, employees, or volunteers, recipients, and to the public at large, for injury to property of persons, which arise out of any Subgrantee's actions.

SECTION XI: WORKERS' COMPENSATION

The Subgrantee and all independent subcontractors earning compensation under this funding agreement must elect to be bound personally and individually by the provisions of compensation plans 1, 2 or 3, but he/she may apply to Montana Workers' Compensation division for an exemption from the Worker's Compensation Act. The application must be made in accordance with the rules adopted by the division.

The division may deny the application only if it determines that the applicant is not an independent contractor. When the division approves an application it is conclusive as to the status of an independent contractor and precludes the applicant from obtaining benefits under this chapter.

SECTION XII: MODIFICATIONS AND PREVIOUS AGREEMENTS

1. This instrument contains the entire Agreement between the parties, and no previous statements, promises, or inducements made by either party or agent of either party which are not contained in this written agreement shall be valid or binding. This agreement may not be enlarged, modified, or altered except in writing signed by the parties and attached to the original of this Agreement, except as provided under Section IV (1). No change, addition, or erasure of any printed portion of this Agreement shall be valid or binding upon either party.
2. Any changes that substantially alter the scope of work or the cost of the approved project must be submitted as a project amendment. These amendments must have prior written approval from NPS before the change is implemented. Change orders will be treated as amendments. SHPO will be consulted to review the change to determine if it substantially alters the scope of work or the cost of the approved project. If the change is determined to be substantial, the SHPO will process the amendment through NPS. Failure to notify the SHPO of any such changes may be construed as just cause for revocation and/or recovery of the grant funds.

SECTION XIII: CONFLICT OF INTEREST

No officer or employee of the MHS or member of the Society Board or State Preservation Review Board and no member of the Subgrantee's governing body at localities in which the project is situated or being carried out who exercises any functions or responsibilities, or who enjoys a position of influence in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his or her personal or pecuniary interest. The Subgrantee agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

SECTION XIV: COPYRIGHT PROHIBITION

1. Except as otherwise provided in the terms and conditions of the grant agreement, the Subgrantee is free to copyright any books, publications, or other copyrightable materials developed as a result of this Agreement. However, any such copyrightable materials will be subject to a royalty-free, nonexclusive, and irrevocable license throughout the work to the Grantee and/or the US Government to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.
2. Any materials produced as a result of this Agreement which are to be publicly distributed, shall include the following statement:

The (activity) that is the subject of this (type of publication) has been financed (in part/entirely) with Federal funds from the National Park Service, U.S. Department of Interior, and administered by the SHPO of Montana. The contents and opinions do not necessarily reflect the views or policies of the U.S. Department of the Interior or the Montana Historic Preservation Office, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior or SHPO.

3. Publications must include the nondiscrimination statement:

This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, age, or disability in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:

Office for Equal Opportunity
National Park Service
1849 C Street, N.W.
Washington, D.C. 20240

4. The Subgrantee shall not include in the materials produced as a result of this Agreement any

copyrighted matter without the written approval of the copyright owner that provided SHPO and the United States Government with written permission to use the material in the manner provided herein.

SECTION XV: AUDITING

The Subgrantee agrees to allow access to the records of the activities covered by this Agreement as may be necessary for legislative post-audit and analysis purposes in determining compliance with the terms of this Agreement. The Subgrantee shall maintain all administrative and fiscal records relating to this project for three years after the final grant reimbursement is made by the Grantee to the Subgrantee. Notwithstanding the provisions of SECTION IV, this Agreement shall automatically terminate upon any refusal of the Subgrantee to allow access to records necessary to carry out the legislative post-audit and analysis functions set forth in Title 5 Chapter 12 and 13, MCA and the financial and programmatic audit conducted by the Secretary of the Interior and the Comptroller General of the United States provided for in OMB Circular A-102, as amended.

SECTION XVI: SEVERABILITY

It is understood and agreed by the parties hereto that if any term or provision of this contract is by the courts held to be illegal or in conflict with any Montana law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

SECTION XVII: EXECUTION

This Contract consists of this Agreement and pages of attachments; the original copy is to be retained by SHPO. A copy of the original and attachments, if any, has the same force and effect for all purposes as the original.

Each party has full power and authority to enter into and perform this Agreement, and the person signing the Agreement on the behalf of each party has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

To express the parties' intent to be bound by the terms of this Agreement, they have executed this document on the date set out below:

Subgrantee

Date

Administrator, Centralized Services Division
Montana Historical Society

Date

Regular City Council Meeting

Meeting Date: 03/25/2013

TITLE: Beartooth RC&D, Economic Development District Memorandum of Agreement

PRESENTED BY: Bruce McCandless, Asst. City Administrator

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The City of Billings annually approves a Memorandum of Understanding (MOU) with the Beartooth RC&D Economic Development District (District). The 2012 MOU was approved by Council on February 13, 2012. This agreement's term is from the date of execution through December 31, 2013. The District's 2012 annual activities report was delivered to Councilmembers at the November 19, 2012 work session.

The MOU and the funding provided by the City (\$9,563.62) ensures the City's participation in and access to the District's economic development/grant writing service. The City appoints one member to the District, and that position is presently occupied by Councilmember Ulledalen.

ALTERNATIVES ANALYZED

The City Council may approve or disapprove the MOU. Disapproving it would make the economic development and grant writing services inaccessible.

FINANCIAL IMPACT

The City's approved FY 2013 budget for this item is \$10,000. The 2013 request is 1.2% higher than in 2012.

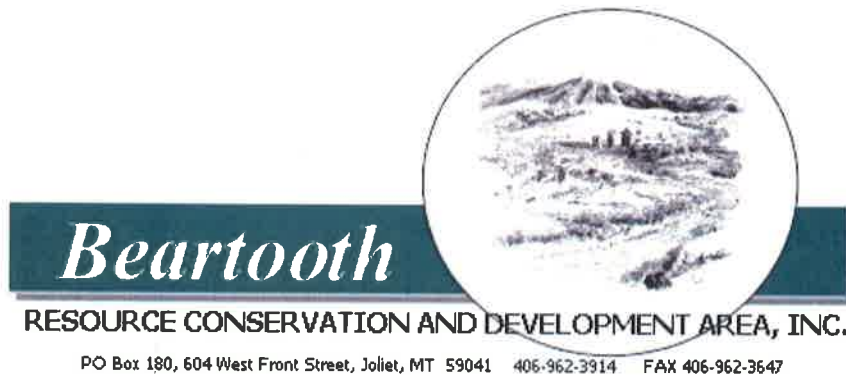
RECOMMENDATION

Staff recommends that the City Council approve the 2013 MOU with the Beartooth RC&D Economic Development District and authorize the \$9,563.62 payment for 2013.

APPROVED BY CITY ADMINISTRATOR

Attachments

Beartooth RC&D MOU



February 24, 2013

TO: City of Billings

FR: Charles Egan, Chairman

RE: Beartooth RC&D Area, Inc. Regional Economic Development District Participation

The Beartooth RC&D appreciates your interest and participation in our organization and continued successful implementation of our five county regional work plan. We have an aggressive program developed for this next year; and have included your membership dues notice with this memo.

We are one of the more accomplished regions in the state and could not continue to provide quality economic development services without your involvement. Thank you again for your ongoing support. If you have any questions, please do not hesitate to contact our staff at (406) 962-3914.

Citizens Building Stronger Communities

A
MEMORANDUM OF UNDERSTANDING
between
**Yellowstone County Commissioners, Big Sky Economic Development Authority,
City of Billings, City of Laurel**
and
the Beartooth RC&D Economic Development District

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this ____ day of _____, 2013, by and between the **Beartooth RC&D, Economic Development District**, whose principal business address is P.O. Box 180, Joliet, Montana 59041, hereinafter referred to as “Beartooth RC&D” and **Yellowstone County Commissioners (in cooperation with the City of Billings, City of Laurel, and Big Sky EDA)**, and hereinafter referred to as “**the Entity**”.

WHEREAS, The Beartooth RC&D has been formally recognized by the U.S. Department of Commerce, Economic Development Administration (EDA) as a designated Economic Development District (EDD), and As a District, the Beartooth RC&D has been awarded funding to carry out its Comprehensive Economic Development Strategy (CEDS). This funding will provide a staff person, administrative support and operating costs. This is a continual grant, renewable based on successful program operation and availability of federal funds. Local match is required.

WHEREAS, Each entity participating in the District will designate a representative and an alternate to the regional Economic Development Committee. This individual will convey the needs and development goals of the local entity to the committee. Regular meetings will be held every two months to assess project status, assign workload and evaluate progress.

NOW THEREFORE IT IS UNDERSTOOD AS FOLLOWS:

ARTICLE 1: SCOPE OF WORK:

Beartooth RC&D employs an Economic Development Coordinator to assist in Economic Development efforts in the region. The Coordinator’s time will be allocated consistent with the goals in the Comprehensive Economic Development Strategy by the regional Economic Development Committee. The Committee is composed of one representative and an alternate from Big Horn, Carbon, Stillwater, Sweet Grass and Yellowstone Counties, Crow Tribe and Big Sky Economic Development Authority. Input to this Committee by local entities is essential for obtaining the services of the Coordinator.

Higher priority will be assigned projects of regional scope or projects with strong local leadership. Grant funding for this position is from EDA, therefore, emphasis will be on regional economic development planning and projects which have a correlation to job creation. Matching funds are from participating entities and emphasis will be placed on their specified projects. Specific items of work for this project year are detailed in the attached “Annual Report and Update”. It is understood that this Annual Report will be presented each year.

Annual Evaluation:

The performance of the Economic Development Coordinator will be evaluated annually by local entities participating on the regional Economic Development Committee. Progress and/or

accomplishments on each program/project will be evaluated to ensure resources are being utilized in the most effective and efficient manner possible.

ARTICLE 2: PERIOD OF PERFORMANCE:

The term of this Memorandum of Understanding shall be from the date it is signed through **December 31, 2013**, unless extended by mutual agreement by both parties. Such extension must be in writing, signed by authorized representatives of both parties, and made a part of the original Memorandum of Understanding by modification reference. This Memorandum of Understanding supersedes the prior Memorandum for participation in the Economic Development District.

ARTICLE 3: PAYMENT:

The Entity's annual contribution will be **\$3,500.00** as a "Membership" fee plus a per capita assessment of **.1537** cents per person. These funds will provide the necessary match to obtain the \$52,000.00 in federal funds. Entities who do not participate financially in the match requirement will not receive services from the Economic Development Coordinator. The calculated fee for **Yellowstone County** is **\$26,565.61** this figure is based from the **\$3,500.00** county fee plus **\$23,065.61** based on a per capita formula whereby a population of **150,069** was used from the 2012 Census. Yellowstone County's full payment will be separated into a four-way payment system. Each entity within the county will pay a percentage (%) similar to the previous year. Big Sky EDA- 34% or **\$9,032.31**, City of Billings- 36% or **\$9,563.62**, City of Laurel- 6% or **\$1,593.94** and Yellowstone County- 24% or **\$6,375.75**.

Annually, the Beartooth RC&D/EDD staff will provide a comprehensive report of the past year's activity. A new Memorandum of Understanding will be prepared and a request for the following year's match submitted. Entities will be billed for match funds after January 1, 2013, for the current year's assessment.

Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment, and incidentals necessary to complete the.

ARTICLE 4: EXAMINATION OF RC&D RECORDS:

The Entities or their representatives shall have the right to examine any books, records, or other documents of the Beartooth RC&D directly relating to costs when such costs are the basis of compensation hereunder.

ARTICLE 5: OWNERSHIP AND USE OF DOCUMENTS:

Reproducible copies of all documents and other materials produced by the Beartooth RC&D in connection with the services rendered under this memorandum of understanding shall be provided to the Entity for the Entity's use whether the project for which they are made is executed or not. The Beartooth RC&D shall be permitted to retain originals, including reproducible originals, of drawings and specifications for information, reference and use in connection with Beartooth RC&D's endeavors.

ARTICLE 6: WARRANTY:

The Beartooth RC&D warrants that all services performed herein shall be performed using that degree of skill and care ordinarily exercised in and consistent with generally accepted practices for the nature of the services and shall conform to all requirements of this Memorandum of Understanding.

ARTICLE 7: SAFETY:

The Beartooth RC&D agrees to fully comply with the Occupational Safety and Health Act of 1970, all regulations issued there under and all state laws and regulations enacted and adopted pursuant thereto. The Beartooth RC&D shall take all necessary precautions in performing the services hereunder to prevent injury to persons or damage to property.

ARTICLE 8: APPLICABLE LAW:

This Memorandum of Understanding shall be governed in all respects by the laws of the State of Montana. No changes, amendments or modifications of any of the terms and conditions hereof shall be valid unless agreed to in writing. Venue of any proceeding arising hereunder shall be the Thirteenth Judicial District.

ARTICLE 9: COMPLIANCE WITH LAWS:

The Beartooth RC&D shall in performing the services contemplated by this Memorandum of Understanding, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Memorandum of Understanding.

ARTICLE 10: CHANGES:

The parties, by mutual agreement, may, at any time during the term of this Memorandum of Understanding and without invalidating the Memorandum of Understanding, make changes within the general scope of the Memorandum of Understanding. The Beartooth RC&D agrees to perform such changed services. The Entity's priority list for project work within their county can be changed at any time. In such case, Beartooth RC&D will be informed of this change at the Entity's earliest convenience.

ARTICLE 11: TERMINATION:

This Memorandum of Understanding may be terminated in whole or in part, in writing, by either party in the event of substantial failure by the other party to fulfill its obligations under this Memorandum of Understanding through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (1) not less than ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

Upon such termination the Entity shall pay the Beartooth RC&D amounts due and unpaid for services rendered as of the effective date of termination, and the Beartooth RC&D shall provide to

the Entity all materials, surveys, reports, data, and other information performed or prepared as of such date.

ARTICLE 12: INDEMNIFICATION:

The Beartooth RC&D agrees to and does hereby indemnify and save the Entities, their officers, officials and employees, harmless against and from:

1. Any and all claims and liabilities, including but not limited to costs, expenses, and attorney fees arising from injury to, or death of, persons (including claims and liabilities for care or loss of services in connection with any bodily injury or death) and including injuries, sickness, disease, or death to Beartooth RC&D employees occasioned by a negligent act, omission, or failure of the Beartooth RC&D;
2. Any and all claims and liabilities, including costs and expenses, for loss or destruction of or damage to any property belonging to the Beartooth RC&D or the Entities caused by a negligent act, omission, or failure of the Beartooth RC&D and;
3. Any fines, penalties, or other amounts assessed against the Entities by reason of the Beartooth RC&D's failure to comply with all health, safety, and environmental laws and regulations applicable to the services; resulting directly or indirectly from, or occurring in the course of the Beartooth RC&D's performance of the services. However, this indemnity shall not extend to claims and liabilities for (i) injury or death to persons or (ii) loss of or damage to property to the extent that these claims and liabilities result directly from the Entity's negligence or willful misconduct.

ARTICLE 13: INSURANCE:

The Beartooth RC&D shall maintain and demonstrate the following types of insurance:

1. The Beartooth RC&D agrees that its employees and particularly the employees designated to work on this memorandum of understanding are covered by applicable Worker's Compensation provisions. The Beartooth RC&D further agrees that if the Entities should legally incur any costs whatsoever under the Worker's Compensation laws by reason of the Beartooth RC&D employees' injury or death while engaged in the contract work, the RC&D will indemnify and hold harmless the Entities' for such costs which the Entities' may be legally be required to pay to employees of the Beartooth RC&D.
2. Comprehensive general liability insurance for bodily injury, death, or loss of or damage to property of third persons or other liability due to the negligent acts of the Beartooth RC&D in the minimum amounts of \$500,000 per occurrence and \$1,000,000 aggregate for personal injury; and \$500,000 per occurrence/aggregate for property damage. Proof of coverage as required by this section shall be delivered to the Entity within fifteen (15) days of execution of this Agreement.
3. Professional liability errors and omissions insurance in a minimum amount of \$100,000.00.

ARTICLE 18: NOTICES:

Any Notice to be served hereunder may be served upon the parties personally or served by certified mail, return receipt. Notice served by mail shall be deemed complete upon deposit of said notice in any United States Post Office, postage prepaid, directed to the party to be served, at the following addresses:

ENTITY: City of Billings
 PO Box 1178
 Billings, MT 59101

RC&D: Beartooth RC&D
 P.O. Box 180
 Joliet, MT 59041

ARTICLE 19: INTEGRATED AGREEMENT:

This Memorandum of Understanding together with attachments or addenda represents the entire and integrated Agreement between the Entity and the Beartooth RC&D and supersedes all prior negotiations, representations, or agreements, written or oral. This Memorandum of Understanding may be amended only by written instrument signed by both the Entity and the Beartooth RC&D.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this Memorandum of Understanding the day and year in this instrument first above written.

CITY OF BILLINGS

BEARTOOTH RC&D/EDD

Thomas W. Hanel
Mayor

Charles E. Egan

Charles E. Egan
Chairman

ATTEST: _____

Date: _____

Regular City Council Meeting

Meeting Date: 03/25/2013

TITLE: Confirmation of Probationary Police Officers

PRESENTED BY: Rich St. John

Department: Police

Information

PROBLEM/ISSUE STATEMENT

On April 2, 2012, Officers Andrew Sanders and Matthew Frank were hired by the Billings Police Department as probationary police officers. According to MCA 7-32-4113, the probation period is for one year from the date of hire. At this time the officers have completed their one year probation and, according to state statute, their names are to be submitted to City Council for confirmation. All of the supervisor comments concerning the officers' performance are positive, indicate that they are doing a good job and recommend confirmation.

ALTERNATIVES ANALYZED

Council may:

- Confirm the probationary police officers; or
- Do not confirm the probationary police officers. If the Council chooses to not confirm the officers, it may direct any questions or concerns to the Police Chief and table the item until the next Council meeting.

FINANCIAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council confirm Officers Andrew Sanders and Matthew Frank as Billings Police Officers.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 03/25/2013

TITLE: WO 09-20: Rimrock Road: Forsythia to Shiloh Right-of-Way Temporary Easement Agreement

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

The design for reconstructing Rimrock Road from Forsythia Boulevard to Shiloh Road has been completed. There is a small temporary construction permit needed in the Trailhead Subdivision located on the south side of Rimrock Road just west of Zimmerman Trail. Staff has negotiated a right-of-way easement with the property owners. This memo presents the agreement for Council consideration.

ALTERNATIVES ANALYZED

The Council may:

- Approve the Right-of-Way Agreement; or
- Not approve the Right-of-Way Agreement, which would require redesign of the south side of the road in that area.

FINANCIAL IMPACT

This is a temporary construction easement for the duration of the road reconstruction. There will be no financial impacts associated with this agreement.

RECOMMENDATION

Staff recommends that the City Council approve the Right-of-Way Agreement and authorize the Mayor to execute it.

APPROVED BY CITY ADMINISTRATOR

Attachments

Temp Easement

Exh A

CITY OF BILLINGS
PUBLIC WORKS DEPARTMENT

Project No. W.O. 09-20 County of Yellowstone
Designation Rimrock Road

TEMPORARY EASEMENT AGREEMENT

Parcel from Station-To-Station Subdivision Section Township Range

A tract of land situated in Trailhead Subdivision, Lot 1, Block 1 Document No. 3457419, Documents of record at the Yellowstone County Clerk & Recorder, Billings, Yellowstone County, Montana.

Said tract being more particularly described as follows:

Being the north 30.00 feet of said Trailhead Subdivision, Lot 1, Block 1 said easement containing an area of 11,111 square feet more or less.

List Names & Addresses of the Grantor, Con. Purchaser & Lessee

Dennis Buscher
DOL Holdings, LLC
2115 Park Ridge Lane South
Billings, MT 59106-4708

- 1. IN CONSIDERATION OF THE SPECIFIC AGREEMENTS TO BE PERFORMED BY BOTH PARTIES HERETO AND WRITTEN IN THIS AGREEMENT, THE PARTIES HERETO BIND THEMSELVES TO THE TERMS AND CONDITIONS SET FORTH HEREIN. NO VERBAL AGREEMENTS SHALL BE BINDING UPON EITHER PARTY AND THIS AGREEMENT SHALL BECOME EFFECTIVE UPON EXECUTION BY A DESIGNATED REPRESENTATIVE OF THE CITY OF BILLINGS.**
- 2. THE GRANTOR**, hereby grants the City of Billings a Temporary Construction Permit, 30 feet wide, as shown on Exhibit A, attached hereto and made a part hereof, for the period of one year or the duration of the construction project.
- 3. IT IS UNDERSTOOD AND AGREED** the Temporary Permit Area will be constructed in conformance with plans for the City Work Order 09-20: Rimrock Road.

WITNESS WHEREOF, the parties hereto have executed this agreement the day and year as written below.

RECOMMENDED FOR APPROVAL

For Engineering Division (Date)

Owner (Date)

Owner (Date)

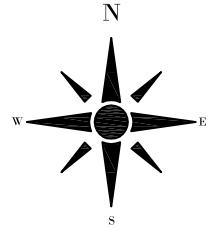
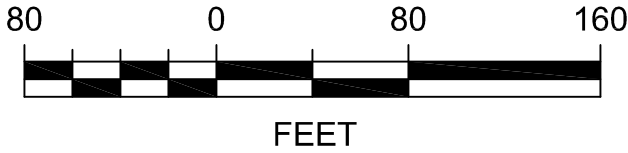
**APPROVED FOR AND ON BEHALF OF
THE CITY OF BILLINGS**

ATTEST

BY: _____
MAYOR (Date)

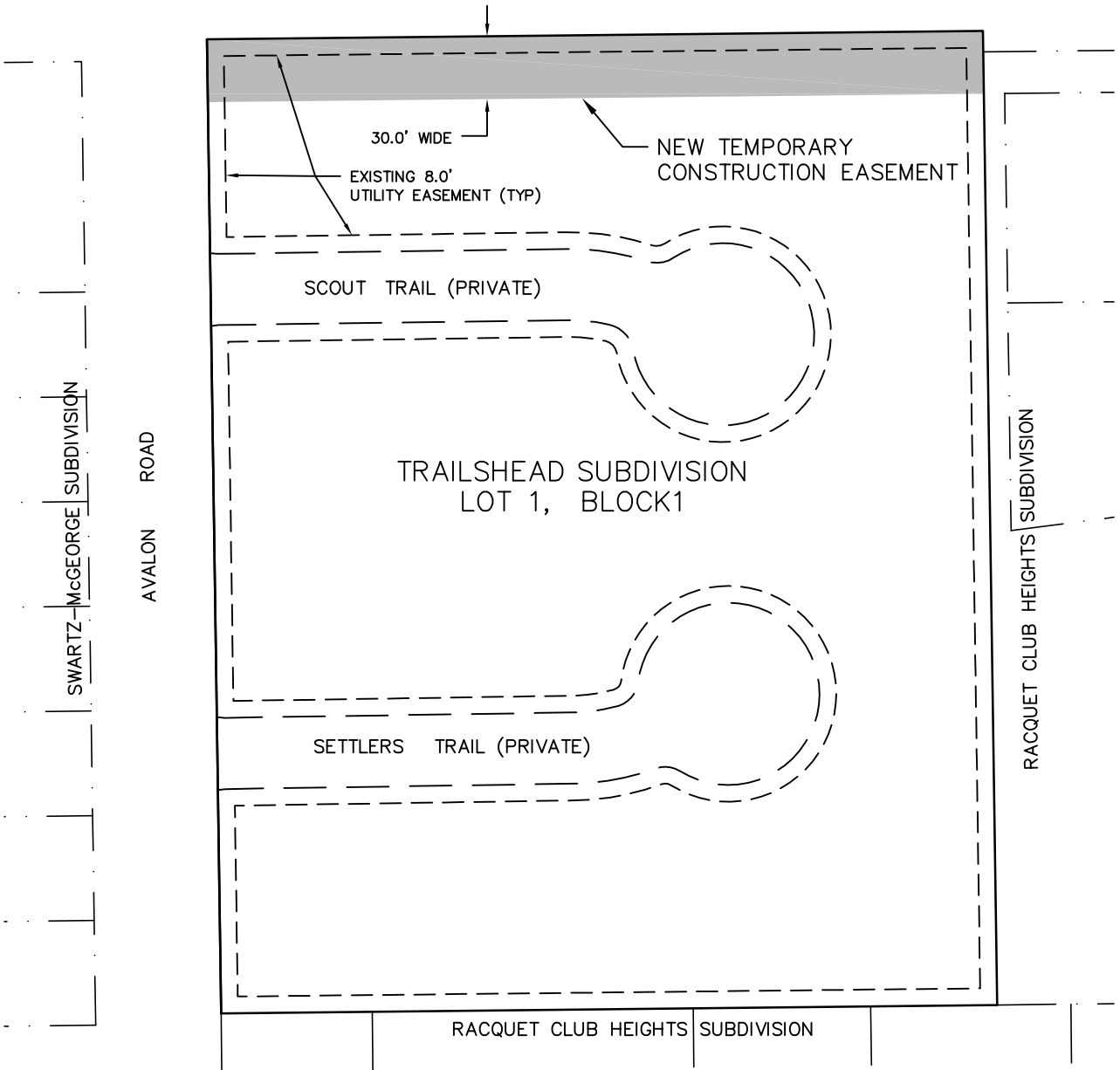
BY: _____
Cari Martin (Date)
CITY CLERK

EXHIBIT "A"
 TEMPORARY CONSTRUCTION EASEMENT
 SITUATED IN LOT 1, BLOCK 1
 OF TRAILSHEAD SUBDIVISION,
 DOCUMENT NUMBER 3457419
 BILLINGS, YELLOWSTONE COUNTY, MONTANA



CASTLEWOOD SUBDIVISION / 3RD FILING

RIMROCK ROAD



A tract of land situated in Trailshead Subdivision, Lot 1, Block 1, Document No. 3457419, Documents of record at the Yellowstone County Clerk & Recorder, Billings, Yellowstone County, Montana.

LEGEND

TEMPORARY CONSTRUCTION EASEMENT

CITY OF BILLINGS, MONTANA
 TEMPORARY CONSTRUCTION EXHIBIT

WORK ORDER 09-20

THIS EXHIBIT IS PREPARED BY THE CITY OF BILLINGS, MONTANA

Regular City Council Meeting

Meeting Date: 03/25/2013

TITLE: Resolution of Intent to Create SILMD 311 - Rimrock Road, Shiloh to Forsythia

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

Part of the Rimrock Road, Shiloh Road to Forsythia Boulevard reconstruction project is to install streetlights. The cost of constructing the LED lighting is a project cost. In order to pay for the ongoing energy and maintenance costs of the lights, it is necessary to create a Special Improvement Lighting Maintenance District (SILMD) to assess the district costs to abutting and benefiting property owners. Passage of the Resolution of Intent is the first step in the legal process of creating an SILMD. Passage of the Resolution of Intent will trigger the mailing of legal notices to the affected property owners and set a Council public hearing for April 22, 2013.

ALTERNATIVES ANALYZED

The Council may:

- Pass the Resolution of Intent to Create SILMD 311 - Rimrock Road, Shiloh to Forsythia, and set a public hearing for the Resolution Creating the SILMD for the April 22, 2013 Council meeting; or
- Do not pass this Resolution, don't create the district and leave this section of Rimrock Road without lighting.

FINANCIAL IMPACT

All energy and maintenance costs for this proposed light district will be paid for by assessments against properties within the district. Installation of the street lights will be paid for under the Rimrock Road project and not by assessments.

RECOMMENDATION

Staff recommends that Council pass this Resolution of Intent to create SILMD 311 and set a public hearing date for April 22, 2013.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution

Exhibit A - Boundary Map

Exhibit B - Boundary Description

SILMD 311

RESOLUTION NO. 13-_____

A RESOLUTION OF INTENTION TO CREATE SPECIAL IMPROVEMENT LIGHTING MAINTENANCE DISTRICT NO. 311 OF THE CITY OF BILLINGS, MONTANA, FOR THE PURPOSE OF PROVIDING ENERGY AND MAINTENANCE FOR STREET LIGHTS, DESIGNATING THE NUMBER OF SAID DISTRICT, DESCRIBING THE BOUNDARIES THEREOF, STATING THE GENERAL CHARACTER OF THE IMPROVEMENTS TO BE MADE, ESTABLISHING THE ESTIMATE OF THE COST OF MAINTAINING SUCH LIGHTS AND SUPPLYING ELECTRICAL CURRENT THEREFOR FOR THE FIRST YEAR, THE PROPORTION OF THE COST TO BE ASSESSED AGAINST THE ABUTTING PROPERTY, AND THE METHOD OF ASSESSMENT OF SAID COST.

WHEREAS, the City Council of Billings, Montana, has determined that the public interest and convenience require the creation of a Special Improvement Lighting Maintenance District as hereinafter provided;

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

SECTION 1:

That the public interest and convenience require, and it is deemed necessary, to create a Special Improvement Lighting Maintenance District for the purpose providing energy and maintenance for new street lights for lighting in said district; and the intention of said City Council to create such a district, hereinafter more particularly described, is hereby declared.

SECTION 2:

That said district shall be known and designated as "Special Improvement Lighting Maintenance District No. 311" hereinafter called the District, and the boundaries of the District are hereby declared to include lots, parcels and pieces of land abutting Rimrock Road between Shiloh Road and Forsythia Boulevard, excluding Parcel A23219; but including Parcels A24344; A24345; A23233; A27125 through A27140; A23220A through A23220C; A23223; A23223A through A23223L; and A23221; as shown on the map designated as Exhibit "A" attached hereto, and as described in Exhibit "B" which is attached hereto.

SECTION 3:

That the City of Billings, Montana, hereby finds, determines and declares that each of the lots, blocks, pieces and parcels of land situated within the boundaries of the District, will be especially benefited and affected by said improvements, and that all of the property included within the District is hereby declared to be the property to be assessed for the cost and expense of obtaining the electrical energy for and maintenance of said street lights.

SECTION 4:

That the general character of the improvements to be made for the District is hereby declared to be as follows: The provision of energy and maintenance for street lighting facilities consisting of forty (40) 144-watt LED luminaries. The City of Billings shall own and install the streetlights and all associated appurtenant structures and materials.

SECTION 5:

The City of Billings intends to establish the contract rate for supplying electrical energy in accordance with the rate schedule approved by the Montana Public Service Commission. Said rate is currently estimated at \$5.75 per unit, per month, and that NorthWestern Energy Company shall provide energy to the lighting fixtures. That the City of Billings shall provide normal maintenance to lighting fixtures, poles, cables and other incidental equipment, and shall at all times own said lighting fixtures, poles, cables and other incidental equipment.

SECTION 6:

The estimate of the cost of the District per year, including City administrative costs, is the sum of \$6,575.36; that the entire cost of said District shall be paid by the owners of the property within said District, with each lot, parcel or piece of land within the District to be assessed for that portion of the whole cost which its assessable lot frontage bears to the assessable lot frontage of the entire District, exclusive of streets, avenues, alleys and public places. The estimated cost of the District per year for property owners is on the basis of approximately \$0.5617 per linear foot.

SECTION 7:

That the entire cost of the District shall be paid by an annual assessment against the property in the District; that annually, pursuant to MCA 7-12-4332, the City Council shall adopt a resolution estimating the cost of maintaining said lights including a reserve, and furnishing electrical current and assessing all of said property within said District for the annual costs; that all monies derived from the collection of such assessments shall be paid into a fund to be known as "Special Lighting Maintenance District No. 311 Maintenance Fund," and warrants shall be drawn on said fund for the payment of such costs of maintaining such lights and supplying electrical current therefore.

SECTION 8:

That on the 22nd day of April, 2013, at 6:30 o'clock p.m., at the Council Chambers of the City Hall in said City, the City Council intends to create such Special Improvement Lighting Maintenance District No. 311 and will hear objections and protests against the proposed improvements and the extent and creation of such District to be assessed, or any matter pertaining thereto, at said time and place, by any person, firm, or corporation who has filed a written protest with the City Clerk of the City of Billings within fifteen (15) days after the date on which the Notice of the passage of this Resolution of Intention is published in "The Billings Times".

SECTION 9:

That the City Clerk is hereby authorized and directed to publish a copy of the Notice of the passage of this Resolution in "The Billings Times", a weekly newspaper published and circulated in the City of Billings, Montana, and to send a copy of said Notice to the owners of all the lots, blocks, pieces or parcels of land included within the boundaries of said Special Improvement Lighting Maintenance District No. 311. Said notice is to be published and mailed on the same date.

PASSED by the City Council and APPROVED this 25th day of March, 2013.

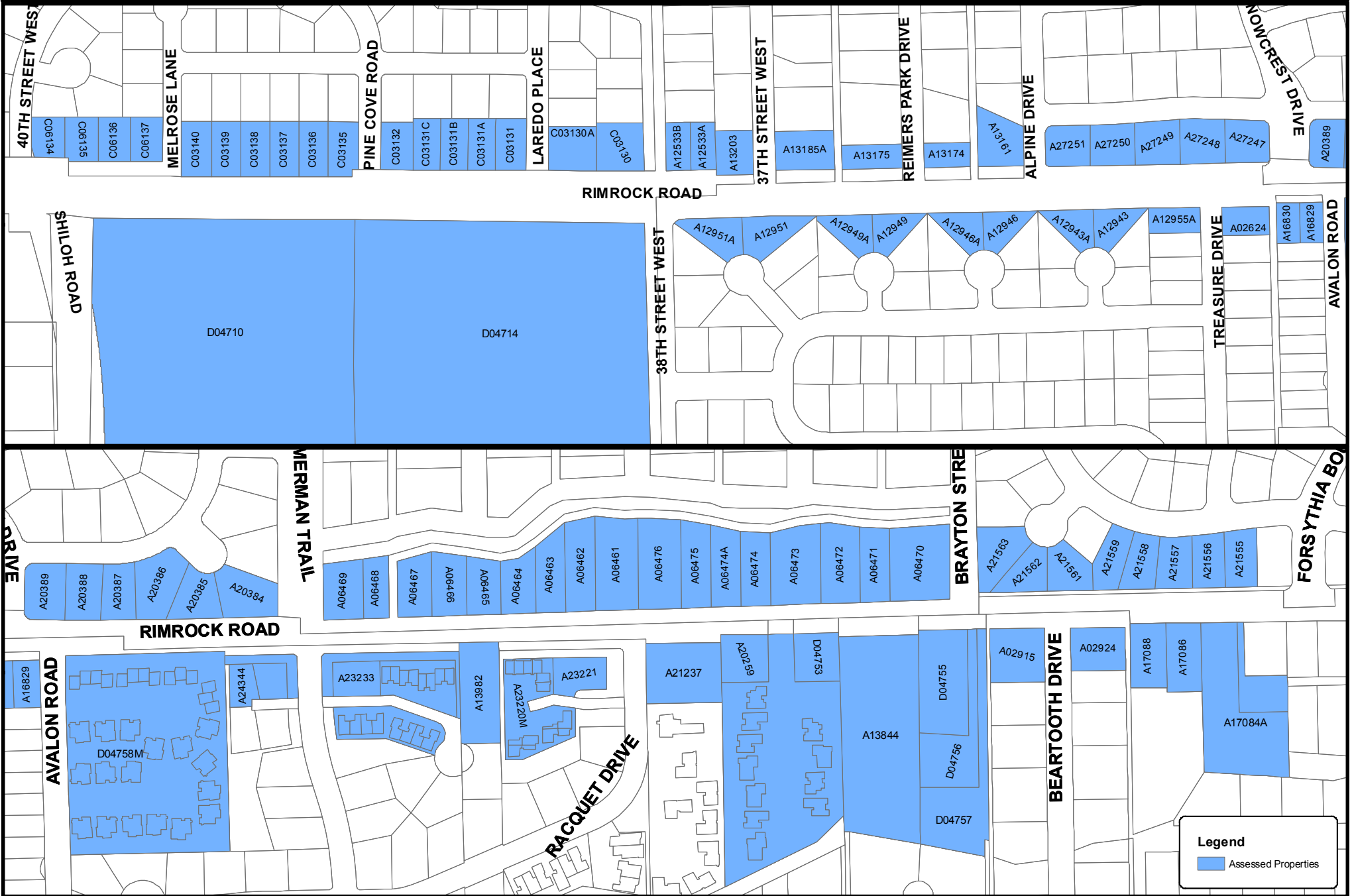
CITY OF BILLINGS

By _____
Thomas W. Hanel Mayor

ATTEST:

By _____
Cari Martin City Clerk

SILMD 311 EXHIBIT A



Legend

- Assessed Properties

**SILMD 311: Rimrock Road: Shiloh to Forsythia
Exhibit B: Boundary Description**

TaxID	OwnerName	PhysicalAddress	Lot	Block	LegalDescription	Lot Frontage	Assessment
A02524	ANDERSON, MICHAEL R & LUANNE	2825 TREASURE DR	10	2	BAILEY SUBD, S34, T01 N, R25 E, BLOCK 2, Lot 10, LT 10 (LESS S30')	126.80	\$ 71.23
A02915	BERNSTEIN, WADE R & DAWN	2840 BEARTOOTH DR	1	2	BEARTOOTH SUBD, S34, T01 N, R25 E, BLOCK 2, Lot 1 - 4	126.85	\$ 71.25
A02924	PEHLER, ALBERT H & SUSAN D	2825 BEARTOOTH DR	1	3	BEARTOOTH SUBD, S34, T01 N, R25 E, BLOCK 3, Lot 1 - 4	126.86	\$ 71.26
A06461	KOEPFER, SAMUEL J	3301 RIMROCK RD	1	9	DURLAND HEIGHTS SUBD, S27, T01 N, R25 E, BLOCK 9, Lot 1, LT 1 BLK 9 DURLAND HEIGHTS SUBD 30' ABDN FARNAM ST ADJ TO LT 1	100.00	\$ 56.17
A06462	GREEN, GEORGE G & VIRGINIA E	3307 RIMROCK RD	2	9	DURLAND HEIGHTS SUBD, S27, T01 N, R25 E, BLOCK 9, Lot 2	70.00	\$ 39.32
A06463	VULETICH, DANIEL	3313 RIMROCK RD	3	9	DURLAND HEIGHTS SUBD, S27, T01 N, R25 E, BLOCK 9, Lot 3	70.00	\$ 39.32
A06464	HARPER, CHARLES	3319 RIMROCK RD	4	9	DURLAND HEIGHTS SUBD, S27, T01 N, R25 E, BLOCK 9, Lot 4	80.00	\$ 44.94
A06465	DESOCO, ANTHONY N	3327 RIMROCK RD	5	9	DURLAND HEIGHTS SUBD, S27, T01 N, R25 E, BLOCK 9, Lot 5	80.00	\$ 44.94
A06466	BENNETT, CHRISTOPHER E	3331 RIMROCK RD	6	9	DURLAND HEIGHTS SUBD, S27, T01 N, R25 E, BLOCK 9, Lot 6	80.00	\$ 44.94
A06467	SWANZ, DIANE, & DAVE	3337 RIMROCK RD	7	9	DURLAND HEIGHTS SUBD, S27, T01 N, R25 E, BLOCK 9, Lot 7	80.00	\$ 44.94
A06468	MCCARTHY, MERRILL SHAWN	3409 RIMROCK RD	8	9	DURLAND HEIGHTS SUBD, S27, T01 N, R25 E, BLOCK 9, Lot 8, E70.25 FT LT 8	70.25	\$ 39.46
A06469	SCHMALL, SARA	3411 RIMROCK RD	8	9	DURLAND HEIGHTS SUBD, S27, T01 N, R25 E, BLOCK 9, Lot 8, W80 FT LT 8	80.00	\$ 44.94
A06470	STONEBRAKER, WINDY RENEE'	3205 RIMROCK RD	1	10	DURLAND HEIGHTS SUBD, S27, T01 N, R25 E, BLOCK 10, Lot 1 - 2	140.00	\$ 78.64
A06471	LENHARDT, CHERYL L	3209 RIMROCK RD	3	10	DURLAND HEIGHTS SUBD, S27, T01 N, R25 E, BLOCK 10, Lot 3	70.00	\$ 39.32
A06472	SKIDMORE, MARLON E & DONNA J	3215 RIMROCK RD	4	10	DURLAND HEIGHTS SUBD, S27, T01 N, R25 E, BLOCK 10, Lot 4, & E30 FT LT 5	100.00	\$ 56.17
A06473	STANDISH, VERNON D & JOAN R TRUSTEE	3235 RIMROCK RD	5	10	DURLAND HEIGHTS SUBD, S27, T01 N, R25 E, BLOCK 10, Lot 5 - 6, LOT 6 AND W 40 FT OF 5	110.00	\$ 61.79
A06474	MARTINEZ, BRANDEN C & LORI B	3237 RIMROCK RD	7	10	DURLAND HEIGHTS SUBD, S27, T01 N, R25 E, BLOCK 10, Lot 7 - 8, & E9.5 FT LT 8	79.50	\$ 44.66
A06474A	TRAYER, AMANDA RAE	3241 RIMROCK RD	8	10	DURLAND HEIGHTS SUBD, S27, T01 N, R25 E, BLOCK 10, Lot 8, LESS E 9 1/2 FT	60.50	\$ 33.98
A06475	LANES, GREGORY L & VIRGINIA W	3245 RIMROCK RD	9	10	DURLAND HEIGHTS SUBD, S27, T01 N, R25 E, BLOCK 10, Lot 9	70.00	\$ 39.32
A06476	COOKE, CLIFFORD C & LESLIE M	3255 RIMROCK RD	10	10	DURLAND HEIGHTS SUBD, S27, T01 N, R25 E, BLOCK 10, Lot 10, & 30 FT ABDN FARNAM ST ADJ TO LT 10	100.00	\$ 56.17
A12533A	UNRUH, JASON DOUGLAS & JANEEN LADAWN	3737 RIMROCK RD	1		PALISADES PARK SUBD 3RD FILING, S27, T01 N, R25 E, Lot 1, & ADJ ALLEY ON N AND E	67.50	\$ 37.92
A12533B	HALTER, ALLEN J & DEBRA A	3739 RIMROCK RD	2		PALISADES PARK SUBD 3RD FILING, S27, T01 N, R25 E, Lot 2, & S10' ADJ ALLEY	67.50	\$ 37.92
A12943	RUFF, DEREK L & KELLY M	3619 DONNA DR	3		POLY VISTA SUBD, S34, T01 N, R25 E, Lot 3, BLK 1 & 2 AMND	150.00	\$ 84.26
A12943A	MCGRAIL, LARRY J II & ASSUNTA M	3623 DONNA DR	4		POLY VISTA SUBD, S34, T01 N, R25 E, Lot 4, BLK 1 & 2 AMND	150.00	\$ 84.26
A12946	MADILL, WILLIAM F	3643 DONNA DR	0A		POLY VISTA SUBD, S34, T01 N, R25 E, Lot 9A, AMND (88)	150.00	\$ 84.26
A12946A	JUROVICH, GEORGE H & KATHY L	3647 DONNA DR	10		POLY VISTA SUBD, S34, T01 N, R25 E, Lot 10, AMND BL 1 & 2 (95)	150.00	\$ 84.26
A12949	PICARD, SHAY C & TIFAN D	3719 DONNA DR	15		POLY VISTA SUBD, S34, T01 N, R25 E, Lot 15, BLK 1 & 2 AMND	150.00	\$ 84.26
A12949A	WILLIAMS, DALE W & DANIELLE R	3723 DONNA DR	16A		POLY VISTA SUBD, S34, T01 N, R25 E, Lot 16A, AMD LTS 16-18 (05)	150.00	\$ 84.26
A12951	LAIS DEVELOPMENT, INC	3775 DONNA DR	3	1	POLY VISTA ESTATES SUBD, S34, T01 N, R25 E, BLOCK 1, Lot 3	204.11	\$ 114.65
A12951A	BUSCHER, DENNIS J & LINDA	3789 DONNA DR	4	1	POLY VISTA ESTATES SUBD, S34, T01 N, R25 E, BLOCK 1, Lot 4	184.01	\$ 103.36
A12955A	JOHNSON, JENNIFER L & NEIL	2820 TREASURE DR	15	1	POLY VISTA SUBD, S34, T01 N, R25 E, BLOCK 1, Lot 15, & 10' X 68.36' VAC ALLEY	134.08	\$ 75.31
A13161	MAXWELL, CHARLES R & CAROL J	3633 RIMROCK RD	1A	1	REIMERS PARK SUBD, S27, T01 N, R25 E, BLOCK 1, Lot 1A	125.00	\$ 70.21
A13174	NASH AND STELLA PAZ LIVING TRUST, THE	2903 REIMERS PARK DR	16A	1	REIMERS PARK SUBD, S27, T01 N, R25 E, BLOCK 1, Lot 16A, AMND	125.00	\$ 70.21
A13175	EMMANUEL BAPTIST CHURCH	REIMERS PARK DR	1A	2	REIMERS PARK SUBD, S27, T01 N, R25 E, BLOCK 2, Lot 1A, AMND LT 1	164.00	\$ 92.12
A13185A	GUNVILLE, EDWARD L & MYRTLE	3695 RIMROCK RD	16	2	REIMERS PARK SUBD, S27, T01 N, R25 E, BLOCK 2, Lot 16, N 105' LT 16 (05)	160.00	\$ 89.87
A13203	STENE, SABRA S	3735 RIMROCK RD	1	1	REIMERS SUBD, S27, T01 N, R25 E, Lot 1, & S10 FT ADJ ALLEY (LESS HWY)	102.00	\$ 57.29
A13844	HARPER, AMIRA	3212 RIMROCK RD	1	1	SAUNDERS SUBD 2ND FILING, S34, T01 N, R25 E, Lot 1	176.31	\$ 99.04
A13982	PANGBURN, EDNA	3332 RIMROCK RD	8		SKY VIEW SUBD 1ST FILING, S34, T01 N, R25 E, Lot 8	91.54	\$ 51.42
A16829	KOBER, JONATHAN D & DIANE M	3546 RIMROCK RD	1	2	SWARTZ-MCGEORGE SUBD, S34, T01 N, R25 E, BLOCK 2, Lot 1, S110'	63.39	\$ 35.61
A16830	ALARCON, HERBERT J & SONIA C	3558 RIMROCK RD	2	2	SWARTZ-MCGEORGE SUBD, S34, T01 N, R25 E, BLOCK 2, Lot 2, S110'	63.39	\$ 35.61
A17084A	LIFEWAY CHURCH OF BILLINGS	RIMROCK RD	7		TIFFANY SUBD, S34, T01 N, R25 E, Lot 7 - 8, LESS N210' & LT 8, LESS E15' OF N210'	85.00	\$ 47.75
A17085	FORD, ALAN L	3054 RIMROCK RD	7		TIFFANY SUBD, S34, T01 N, R25 E, Lot 7 - 8, S85' N210' LT 7 & E15' N210' LT 8	85.00	\$ 47.75
A17086	LIFEWAY CHURCH OF BILLINGS	3112 RIMROCK RD	9		TIFFANY SUBD, S34, T01 N, R25 E, Lot 9 - 10, N160' LT 9 ALSO E85' OF N160' LT 10	80.00	\$ 44.94
A17088	LIFEWAY CHURCH OF BILLINGS	3118 RIMROCK RD	10		TIFFANY SUBD, S34, T01 N, R25 E, Lot 10, N150' LESS E85'	91.35	\$ 51.31
A20259	HOLLY D HUENNEKENS TRUST	3230 RIMROCK RD	10	3	SKY VIEW SUBD 2ND FILING, S34, T01 N, R25 E, BLOCK 3, Lot 10	110.00	\$ 61.79
A20384	JAEGER, BLAKE & JENNIFER	3414 FLAGSTONE DR	4	1	CASTLEWOOD SUBD 3RD FILING, S27, T01 N, R25 E, BLOCK 1, Lot 4	115.00	\$ 64.60
A20385	PALMER, SHAWN R	3418 FLAGSTONE DR	5	1	CASTLEWOOD SUBD 3RD FILING, S27, T01 N, R25 E, BLOCK 1, Lot 5	129.30	\$ 72.63
A20386	EICHELE, ARTHUR JAMES & MICHELLE MARIE	3422 FLAGSTONE DR	6	1	CASTLEWOOD SUBD 3RD FILING, S27, T01 N, R25 E, BLOCK 1, Lot 6	70.00	\$ 39.32
A20387	WINNIFHEIMER, STEVE & KATHY	3428 FLAGSTONE DR	7	1	CASTLEWOOD SUBD 3RD FILING, S27, T01 N, R25 E, BLOCK 1, Lot 7, LT 7 BLK 1 CASTLEWOOD SUBD 3RD FILING	95.00	\$ 53.36
A20388	HAWK, J WILLIAM & JANET S	3504 FLAGSTONE DR	8	1	CASTLEWOOD SUBD 3RD FILING, S27, T01 N, R25 E, BLOCK 1, Lot 8	85.00	\$ 47.75
A20389	GLENN, PATRICIA J	2911 SNOWCREST DR	9	1	CASTLEWOOD SUBD 3RD FILING, S27, T01 N, R25 E, BLOCK 1, Lot 9	97.51	\$ 54.77
A21237	VESTA VENTURES, LLP	3304 RIMROCK RD	11	3	SKY VIEW SUBD 3RD, S34, T01 N, R25 E, BLOCK 3, Lot 11	174.30	\$ 97.91
A21555	PARKER, ANDREW	3106 MARGUERITE BLVD	2	1	WILSHIRE HEIGHTS SUBD 7TH, S27, T01 N, R25 E, BLOCK 1, Lot 2	75.00	\$ 42.13
A21556	CRONIN, CAROL J	3110 MARGUERITE BLVD	3	1	WILSHIRE HEIGHTS SUBD 7TH, S27, T01 N, R25 E, BLOCK 1, Lot 3	76.00	\$ 42.69
A21557	ROWCUFFE, DONALD C & MARVEL S-	3114 MARGUERITE BLVD	4	1	WILSHIRE HEIGHTS SUBD 7TH, S27, T01 N, R25 E, BLOCK 1, Lot 4	87.00	\$ 48.87
A21558	WILKINS, DARREN B & KERRI J	3118 MARGUERITE BLVD	5	1	WILSHIRE HEIGHTS SUBD 7TH, S27, T01 N, R25 E, BLOCK 1, Lot 5	87.00	\$ 48.87
A21559	KELLER, TYREL J & SAMIE L	3120 MARGUERITE BLVD	6	1	WILSHIRE HEIGHTS SUBD 7TH, S27, T01 N, R25 E, BLOCK 1, Lot 6	57.25	\$ 32.16
A21561	BURKHARDT, VINCE	3124 DATURA DR	8	1	WILSHIRE HEIGHTS SUBD 7TH, S27, T01 N, R25 E, BLOCK 1, Lot 8	105.00	\$ 58.98
A21562	MERCER, R DOUGLAS	3126 DATURA DR	9	1	WILSHIRE HEIGHTS SUBD 7TH, S27, T01 N, R25 E, BLOCK 1, Lot 9	134.00	\$ 75.27
A21563	ASH, PENNEY M	3128 DATURA DR	10	1	WILSHIRE HEIGHTS SUBD 7TH, S27, T01 N, R25 E, BLOCK 1, Lot 10	26.17	\$ 14.70
A23220A	PATTERSON, KENNETH D & CAMERON D	3349 RACQUET DR	02A	001	E M TOWNHOMES, S34, T01 N, R25 E, UNIT 1, 8.05% COMMON AREA INTEREST, LOC @ LTS 2A,5A,5B BLK 1 RACQUET CLUB HEIGHTS AMD	9.26	\$ 5.20
A23220B	SOBERING, DARRYL & RENEE M	3347 RACQUET DR	02A	001	E M TOWNHOMES, S34, T01 N, R25 E, UNIT 2, 8.05% COMMON AREA INTEREST, LOC @ LTS 2A,5A,5B BLK 1 RACQUET CLUB HEIGHTS AMD	9.26	\$ 5.20
A23220C	HELMUTH, TRISTA	3345 RACQUET DR	02A	001	E M TOWNHOMES, S34, T01 N, R25 E, UNIT 3, 8.05% COMMON AREA INTEREST, LOC @ LTS 2A,5A,5B BLK 1 RACQUET CLUB HEIGHTS AMD	9.26	\$ 5.20
A23221	ROGER F DALLNER TRUST	3305 RACQUET DR	3		RACQUET CLUB HEIGHTS, S34, T01 N, R25 E, BLOCK 1, Lot 3	125.00	\$ 70.21
A23223	SEBREE, ANDREW	3343 RACQUET DR	02A	001	E M TOWNHOMES, S34, T01 N, R25 E, UNIT 4, 8.05% COMMON AREA INTEREST, LOC @ LTS 2A,5A,5B BLK 1 RACQUET CLUB HEIGHTS AMD	9.26	\$ 5.20
A23223A	HALVORSEN, MATTHEW L & KENDRA A	3341 RACQUET DR	02A	001	E M TOWNHOMES, S34, T01 N, R25 E, UNIT 5, 8.05% COMMON AREA INTEREST, LOC @ LTS 2A,5A,5B BLK 1 RACQUET CLUB HEIGHTS AMD	9.26	\$ 5.20
A23223B	YEOMAN, DANIEL ROBERT	3339 RACQUET DR	02A	001	E M TOWNHOMES, S34, T01 N, R25 E, UNIT 6, 8.05% COMMON AREA INTEREST, LOC @ LTS 2A,5A,5B BLK 1 RACQUET CLUB HEIGHTS AMD	9.26	\$ 5.20
A23223C	SCHINDELE, J PATRICK & MICHELE	3363 RACQUET DR	02A	001	E M TOWNHOMES, S34, T01 N, R25 E, UNIT 7A, 6.46% COMMON AREA INTEREST, LOC @ LTS 2A,5A,5B BLK 1 RACQUET CLUB HEIGHTS AMD	7.43	\$ 4.17
A23223D	SCHINDELE, J PATRICK	3359 RACQUET DR	02A	001	E M TOWNHOMES, S34, T01 N, R25 E, UNIT 7B, 6.46% COMMON AREA INTEREST, LOC @ LTS 2A,5A,5B BLK 1 RACQUET CLUB HEIGHTS AMD	7.43	\$ 4.17
A23223E	SCHINDELE, J PATRICK & MICHELE	3365 RACQUET DR	02A	001	E M TOWNHOMES, S34, T01 N, R25 E, UNIT 7C, 6.46% COMMON AREA INTEREST, LOC @ LTS 2A,5A,5B BLK 1 RACQUET CLUB HEIGHTS AMD	7.43	\$ 4.17
A23223H	SCHINDELE, J PATRICK	3361 RACQUET DR	02A	001	E M TOWNHOMES, S34, T01 N, R25 E, UNIT 7D, 6.46% COMMON AREA INTEREST, LOC @ LTS 2A,5A,5B BLK 1 RACQUET CLUB HEIGHTS AMD	7.43	\$ 4.17
A23223I	ROGER F DALLNER TRUST	3551 RACQUET DR	02A	001	E M TOWNHOMES, S34, T01 N, R25 E, UNIT 8A, 6.46% COMMON AREA INTEREST, LOC @ LTS 2A,5A,5B BLK 1 RACQUET CLUB HEIGHTS AMD	7.43	\$ 4.17
A23223J	ROGER F DALLNER TRUST	3353 RACQUET DR	02A	001	E M TOWNHOMES, S34, T01 N, R25 E, UNIT 8B, 6.46% COMMON AREA INTEREST, LOC @ LTS 2A,5A,5B BLK 1 RACQUET CLUB HEIGHTS AMD	7.43	\$ 4.17
A23223K	ROGER F DALLNER TRUST	3355 RACQUET DR	02A	001	E M TOWNHOMES, S34, T01 N, R25 E, UNIT 8C, 6.46% COMMON AREA INTEREST, LOC @ LTS 2A,5A,5B BLK 1 RACQUET CLUB HEIGHTS AMD	7.43	\$ 4.17
A23223L	ROGER F DALLNER TRUST	3357 RACQUET DR	02A	001	E M TOWNHOMES, S34, T01 N, R25 E, UNIT 8D, 6.46% COMMON AREA INTEREST, LOC @ LTS 2A,5A,5B BLK 1 RACQUET CLUB HEIGHTS AMD	7.43	\$ 4.17
A23232B	CITY OF BILLINGS	RIMROCK RD	1	4	RACQUET CLUB HEIGHTS, S34, T01 N, R25 E, BLOCK 4, Lot 1	318.05	\$ 178.65
A23233	CARSTENS, CHRIS M & MARLENE M	3457 ARLENE CIR	2	4	RACQUET CLUB HEIGHTS, S34, T01 N, R25 E, BLOCK 4, Lot 2	110.00	\$ 61.79
A24343A	CITY OF BILLINGS	RIMROCK RD	1	5	RACQUET CLUB HEIGHTS 2ND, S34, T01 N, R25 E, BLOCK 5, Lot 1	166.90	\$ 93.75
A24344	WRIGHT, MARK D	2840 ZIMMERMAN TRL	2	5	RACQUET CLUB HEIGHTS 2ND, S34, T01 N, R25 E, BLOCK 5, Lot 2	55.00	\$ 30.89
A24345	WRIGHT, MARK D	2850 ZIMMERMAN TRL	3	5	RACQUET CLUB HEIGHTS 2ND, S34, T01 N, R25 E, BLOCK 5, Lot 3, 2ND RES #05-18264	78.54	\$ 44.12
A27125	ILLE, SHARON L	3405 ARLENE CIR	003	004	SMOKETREE TOWNHOMES, S34, T01 N, R25 E, BUILDING C, UNIT 1, 6.25% COMMON AREA INTEREST, LOC @ LTS 3, 5-6 BLK 4 RACQUET CLUB HEIGHTS SUB 1ST FIL	10.95	\$ 6.15
A27126	WALLACE & KAY BUCKINGHAM LIVING TRUST	3405 ARLENE CIR	003	004	SMOKETREE TOWNHOMES, S34, T01 N, R25 E, BUILDING C, UNIT 2, 6.25% COMMON AREA INTEREST, LOC @ LTS 3, 5-6 BLK 4 RACQUET CLUB HEIGHTS SUB 1ST FIL	10.95	\$ 6.15
A27127	TRAUITE H SCHMIDT 1998 LIVING TRUST	3405 ARLENE CIR	003	004	SMOKETREE TOWNHOMES, S34, T01 N, R25 E, BUILDING C, UNIT 3, 6.25% COMMON AREA INTEREST, LOC @ LTS 3, 5-6 BLK 4 RACQUET CLUB HEIGHTS SUB 1ST FIL	10.95	\$ 6.15
A27128	TEHLE, MICHAEL H & CHERYL K	3405 ARLENE CIR	003	004	SMOKETREE TOWNHOMES, S34, T01 N, R25 E, BUILDING C, UNIT 4, 6.25% COMMON AREA INTEREST, LOC @ LTS 3, 5-6 BLK 4 RACQUET CLUB HEIGHTS SUB 1ST FIL	10.95	\$ 6.15
A27129	SULLIVAN, JANE M	3405 ARLENE CIR	003	004	SMOKETREE TOWNHOMES, S34, T01 N, R25 E, BUILDING C, UNIT 5, 6.25% COMMON AREA INTEREST, LOC @ LTS 3, 5-6 BLK 4 RACQUET CLUB HEIGHTS SUB 1ST FIL	10.95	\$ 6.15
A27130	HARP, DEREK H	3405 ARLENE CIR	003	004	SMOKETREE TOWNHOMES, S34, T01 N, R25 E, BUILDING C, UNIT 6, 6.25% COMMON AREA INTEREST, LOC @ LTS 3, 5-6 BLK 4 RACQUET CLUB HEIGHTS SUB 1ST FIL	10.95	\$ 6.15
A27131	SMITH, ERIC D	3405 ARLENE CIR	003	004	SMOKETREE TOWNHOMES, S34, T01 N, R25 E, BUILDING C, UNIT 7, 6.25% COMMON AREA INTEREST, LOC @ LTS 3, 5-6 BLK 4 RACQUET CLUB HEIGHTS SUB 1ST FIL	10.95	\$ 6.15
A27132	ROSEPEL, BOBBI L	3405 ARLENE CIR	003	004	SMOKETREE TOWNHOMES, S34, T01 N, R25 E, BUILDING C, UNIT 8, 6.25% COMMON AREA INTEREST, LOC @ LTS 3, 5-6 BLK 4 RACQUET CLUB HEIGHTS SUB 1ST FIL	10.95	\$ 6.15
A27133	MALLOY, LORRAINE D	3448 ARLENE CIR	003	004	SMOKETREE TOWNHOMES, S34, T01 N, R25 E, BUILDING B, UNIT 1, 6.25% COMMON AREA INTEREST, LOC @ LTS 3, 5-6 BLK 4 RACQUET CLUB HEIGHTS SUB 1ST FIL	10.95	\$ 6.15
A27134	WRIGHT, CYNTHIA K	3448 ARLENE CIR	003	004	SMOKETREE TOWNHOMES, S34, T01 N, R25 E, BUILDING B, UNIT 2, 6.25% COMMON AREA INTEREST, LOC @ LTS 3, 5-6 BLK 4		

SILMD 311: Rimrock Road: Shiloh to Forsythia
Exhibit B: Boundary Description

TaxID	OwnerName	PhysicalAddress	Lot	Block	LegalDescription	Lot Frontage	Assessment
A27135	FAWCKETT, WILLIAM L	3448 ARLENE CIR	003	004	SMOKETREE TOWNHOMES, S34, T01 N, R25 E, BUILDING B, UNIT 3, 6.25% COMMON AREA INTEREST, LOC @ LTS 3, 5-6 BLK 4 RACQUET CLUB HEIGHTS SUB 1ST FIL	10.95	\$ 6.15
A27136	WALL, RON	3448 ARLENE CIR	003	004	SMOKETREE TOWNHOMES, S34, T01 N, R25 E, BUILDING B, UNIT 4, 6.25% COMMON AREA INTEREST, LOC @ LTS 3, 5-6 BLK 4 RACQUET CLUB HEIGHTS SUB 1ST FIL	10.95	\$ 6.15
A27137	FOUHY, JENNIFER M	3450 ARLENE CIR	003	004	SMOKETREE TOWNHOMES, S34, T01 N, R25 E, BUILDING A, UNIT 3450, 6.25% COMMON AREA INTEREST, LOC @ LTS 3, 5-6 BLK 4 RACQUET CLUB HEIGHTS SUB	10.95	\$ 6.15
A27138	LIGGETT, CHARLOTTE A	3452 ARLENE CIR	003	004	SMOKETREE TOWNHOMES, S34, T01 N, R25 E, BUILDING A, UNIT 3452, 6.25% COMMON AREA INTEREST, LOC @ LTS 3, 5-6 BLK 4 RACQUET CLUB HEIGHTS SUB 1ST FIL	10.95	\$ 6.15
A27139	KNIEPKAMP, ERIN A & RANDY	3454 ARLENE CIR	003	004	SMOKETREE TOWNHOMES, S34, T01 N, R25 E, BUILDING A, UNIT 3454, 6.25% COMMON AREA INTEREST, LOC @ LTS 3, 5-6 BLK 4 RACQUET CLUB HEIGHTS SUB 1ST FIL	10.95	\$ 6.15
A27140	LIPPMAN, BRYAN	3456 ARLENE CIR	003	004	SMOKETREE TOWNHOMES, S34, T01 N, R25 E, BUILDING A, UNIT 3456, 6.25% COMMON AREA INTEREST, LOC @ LTS 3, 5-6 BLK 4 RACQUET CLUB HEIGHTS SUB 1ST FIL	10.95	\$ 6.15
A27247	DAHNKE, DONALD & LINDA	3608 FLAGSTONE DR	1	7	CASTLEWOOD SUBD 4TH FILING, S27, T01 N, R25 E, BLOCK 7, Lot 1	119.65	\$ 67.21
A27248	EVONNE BROWN REVOCABLE TRUST	3612 FLAGSTONE DR	2	7	CASTLEWOOD SUBD 4TH FILING, S27, T01 N, R25 E, BLOCK 7, Lot 2	121.75	\$ 68.39
A27249	DIEMH, DAVID & JULIE	3618 FLAGSTONE DR	3	7	CASTLEWOOD SUBD 4TH FILING, S27, T01 N, R25 E, BLOCK 7, Lot 3	121.75	\$ 68.39
A27250	WOOD, BARRY H	3620 FLAGSTONE DR	4	7	CASTLEWOOD SUBD 4TH FILING, S27, T01 N, R25 E, BLOCK 7, Lot 4	121.75	\$ 68.39
A27251	SULSER, DENNIS P & VALERIE LYNN	3624 FLAGSTONE DR	5	7	CASTLEWOOD SUBD 4TH FILING, S27, T01 N, R25 E, BLOCK 7, Lot 5	119.61	\$ 67.19
A34210A	MOSELEY, PAUL H & JEANNE S	3495 SCOUT TRL			TRAILSHEAD HOMES (09), S34, T01 N, R25 E, UNIT 1, 3.225% COMMON AREA INTEREST, (1/31%) LT 1 BLK 1 TRAILSHEAD SUB (09)	11.95	\$ 6.71
A34210B	ENGL, JEFFREY T	3491 SCOUT TRL			TRAILSHEAD HOMES (09), S34, T01 N, R25 E, UNIT 2, 3.225% COMMON AREA INTEREST, (1/31%) LT 1 BLK 1 TRAILSHEAD SUB (09)	11.95	\$ 6.71
A34210C	ENGL, JEFFREY T	3487 SCOUT TRL			TRAILSHEAD HOMES (09), S34, T01 N, R25 E, UNIT 3, 3.225% COMMON AREA INTEREST, (1/31%) LT 1 BLK 1 TRAILSHEAD SUB (09)	11.95	\$ 6.71
A34210D	FARRAR, DEBRA S	3483 SCOUT TRL			TRAILSHEAD HOMES (09), S34, T01 N, R25 E, UNIT 4, 3.225% COMMON AREA INTEREST, (1/31%) LT 1 BLK 1 TRAILSHEAD SUB (09)	11.95	\$ 6.71
A34210E	BB PROPERTY HOLDINGS LLC	SCOUT TRL			TRAILSHEAD HOMES (09), S34, T01 N, R25 E, UNIT 5, 3.225% COMMON AREA INTEREST, (1/31%) LT 1 BLK 1 TRAILSHEAD SUB (09)	11.95	\$ 6.71
A34210F	BB PROPERTY HOLDINGS LLC	SCOUT TRL			TRAILSHEAD HOMES (09), S34, T01 N, R25 E, UNIT 6, 3.225% COMMON AREA INTEREST, (1/31%) LT 1 BLK 1 TRAILSHEAD SUB (09)	11.95	\$ 6.71
A34210G	BB PROPERTY HOLDINGS LLC	SCOUT TRL			TRAILSHEAD HOMES (09), S34, T01 N, R25 E, UNIT 7, 3.225% COMMON AREA INTEREST, (1/31%) LT 1 BLK 1 TRAILSHEAD SUB (09)	11.95	\$ 6.71
A34210H	BB PROPERTY HOLDINGS LLC	SCOUT TRL			TRAILSHEAD HOMES (09), S34, T01 N, R25 E, UNIT 8, 3.225% COMMON AREA INTEREST, (1/31%) LT 1 BLK 1 TRAILSHEAD SUB (09)	11.95	\$ 6.71
A34210I	BB PROPERTY HOLDINGS LLC	SCOUT TRL			TRAILSHEAD HOMES (09), S34, T01 N, R25 E, UNIT 9, 3.225% COMMON AREA INTEREST, (1/31%) LT 1 BLK 1 TRAILSHEAD SUB (09)	11.95	\$ 6.71
A34210J	BB PROPERTY HOLDINGS LLC	SCOUT TRL			TRAILSHEAD HOMES (09), S34, T01 N, R25 E, UNIT 10, 3.225% COMMON AREA INTEREST, (1/31%) LT 1 BLK 1 TRAILSHEAD SUB (09)	11.95	\$ 6.71
A34210K	BB PROPERTY HOLDINGS LLC	SCOUT TRL			TRAILSHEAD HOMES (09), S34, T01 N, R25 E, UNIT 11, 3.225% COMMON AREA INTEREST, (1/31%) LT 1 BLK 1 TRAILSHEAD SUB (09)	11.95	\$ 6.71
A34210L	BB PROPERTY HOLDINGS LLC	SCOUT TRL			TRAILSHEAD HOMES (09), S34, T01 N, R25 E, UNIT 12, 3.225% COMMON AREA INTEREST, (1/31%) LT 1 BLK 1 TRAILSHEAD SUB (09)	11.95	\$ 6.71
A34210M	BB PROPERTY HOLDINGS LLC	SCOUT TRL			TRAILSHEAD HOMES (09), S34, T01 N, R25 E, UNIT 13, 3.225% COMMON AREA INTEREST, (1/31%) LT 1 BLK 1 TRAILSHEAD SUB (09)	11.95	\$ 6.71
A34210N	BB PROPERTY HOLDINGS LLC	SCOUT TRL			TRAILSHEAD HOMES (09), S34, T01 N, R25 E, UNIT 14, 3.225% COMMON AREA INTEREST, (1/31%) LT 1 BLK 1 TRAILSHEAD SUB (09)	11.95	\$ 6.71
A34210O	BB PROPERTY HOLDINGS LLC	SCOUT TRL			TRAILSHEAD HOMES (09), S34, T01 N, R25 E, UNIT 15, 3.225% COMMON AREA INTEREST, (1/31%) LT 1 BLK 1 TRAILSHEAD SUB (09)	11.95	\$ 6.71
A34210P	BB PROPERTY HOLDINGS LLC	SCOUT TRL			TRAILSHEAD HOMES (09), S34, T01 N, R25 E, UNIT 16, 3.225% COMMON AREA INTEREST, (1/31%) LT 1 BLK 1 TRAILSHEAD SUB (09)	11.95	\$ 6.71
A34210Q	BB PROPERTY HOLDINGS LLC	SCOUT TRL			TRAILSHEAD HOMES (09), S34, T01 N, R25 E, UNIT 17, 3.225% COMMON AREA INTEREST, (1/31%) LT 1 BLK 1 TRAILSHEAD SUB (09)	11.95	\$ 6.71
A34210R	BB PROPERTY HOLDINGS LLC	SCOUT TRL			TRAILSHEAD HOMES (09), S34, T01 N, R25 E, UNIT 18, 3.225% COMMON AREA INTEREST, (1/31%) LT 1 BLK 1 TRAILSHEAD SUB (09)	11.95	\$ 6.71
A34210S	BB PROPERTY HOLDINGS LLC	SCOUT TRL			TRAILSHEAD HOMES (09), S34, T01 N, R25 E, UNIT 19, 3.225% COMMON AREA INTEREST, (1/31%) LT 1 BLK 1 TRAILSHEAD SUB (09)	11.95	\$ 6.71
A34210T	ROWEN, JULIE A	3490 SCOUT TRL			TRAILSHEAD HOMES (09), S34, T01 N, R25 E, UNIT 20, 3.225% COMMON AREA INTEREST, (1/31%) LT 1 BLK 1 TRAILSHEAD SUB (09)	11.95	\$ 6.71
A34211A	BB PROPERTY HOLDINGS LLC	SETTLERS TRL			TRAILSHEAD HOMES (09), S34, T01 N, R25 E, UNIT 21, 3.225% COMMON AREA INTEREST, (1/31%) LT 1 BLK 1 TRAILSHEAD SUB (09)	11.95	\$ 6.71
A34211B	BB PROPERTY HOLDINGS LLC	SETTLERS TRL			TRAILSHEAD HOMES (09), S34, T01 N, R25 E, UNIT 22, 3.225% COMMON AREA INTEREST, (1/31%) LT 1 BLK 1 TRAILSHEAD SUB (09)	11.95	\$ 6.71
A34211C	BB PROPERTY HOLDINGS LLC	SETTLERS TRL			TRAILSHEAD HOMES (09), S34, T01 N, R25 E, UNIT 23, 3.225% COMMON AREA INTEREST, (1/31%) LT 1 BLK 1 TRAILSHEAD SUB (09)	11.95	\$ 6.71
A34211D	BB PROPERTY HOLDINGS LLC	SETTLERS TRL			TRAILSHEAD HOMES (09), S34, T01 N, R25 E, UNIT 24, 3.225% COMMON AREA INTEREST, (1/31%) LT 1 BLK 1 TRAILSHEAD SUB (09)	11.95	\$ 6.71
A34211E	BB PROPERTY HOLDINGS LLC	SETTLERS TRL			TRAILSHEAD HOMES (09), S34, T01 N, R25 E, UNIT 25, 3.225% COMMON AREA INTEREST, (1/31%) LT 1 BLK 1 TRAILSHEAD SUB (09)	11.95	\$ 6.71
A34211F	BB PROPERTY HOLDINGS LLC	SETTLERS TRL			TRAILSHEAD HOMES (09), S34, T01 N, R25 E, UNIT 26, 3.225% COMMON AREA INTEREST, (1/31%) LT 1 BLK 1 TRAILSHEAD SUB (09)	11.95	\$ 6.71
A34211G	BB PROPERTY HOLDINGS LLC	SETTLERS TRL			TRAILSHEAD HOMES (09), S34, T01 N, R25 E, UNIT 27, 3.225% COMMON AREA INTEREST, (1/31%) LT 1 BLK 1 TRAILSHEAD SUB (09)	11.95	\$ 6.71
A34211H	BB PROPERTY HOLDINGS LLC	SETTLERS TRL			TRAILSHEAD HOMES (09), S34, T01 N, R25 E, UNIT 28, 3.225% COMMON AREA INTEREST, (1/31%) LT 1 BLK 1 TRAILSHEAD SUB (09)	11.95	\$ 6.71
A34211I	BB PROPERTY HOLDINGS LLC	SETTLERS TRL			TRAILSHEAD HOMES (09), S34, T01 N, R25 E, UNIT 29, 3.225% COMMON AREA INTEREST, (1/31%) LT 1 BLK 1 TRAILSHEAD SUB (09)	11.95	\$ 6.71
A34211J	BB PROPERTY HOLDINGS LLC	SETTLERS TRL			TRAILSHEAD HOMES (09), S34, T01 N, R25 E, UNIT 30, 3.225% COMMON AREA INTEREST, (1/31%) LT 1 BLK 1 TRAILSHEAD SUB (09)	11.95	\$ 6.71
A34211K	BB PROPERTY HOLDINGS LLC	SETTLERS TRL			TRAILSHEAD HOMES (09), S34, T01 N, R25 E, UNIT 31, 3.225% COMMON AREA INTEREST, (1/31%) LT 1 BLK 1 TRAILSHEAD SUB (09)	11.95	\$ 6.71
A34454A	MORGAN, RANDY LEE & SUSAN E	2825 ARROWHEAD MEADOWS DR			ARROWHEAD MEADOWS TOWNHOMES (13), S34, T01 N, R25 E, UNIT 1, 8.333% COMMON AREA INTEREST, (1/12%) LOC @ TR 3A COS 247 AMD (11)	5.00	\$ 2.81
A34454B	LAURWERS, DAVID G & CYNTHIA	2815 ARROWHEAD MEADOWS DR			ARROWHEAD MEADOWS TOWNHOMES (13), S34, T01 N, R25 E, UNIT 2, 8.333% COMMON AREA INTEREST, (1/12%) LOC @ TR 3A COS 247 AMD (11)	5.00	\$ 2.81
A34454C	REGAL LAND DEVELOPMENT, INC	2805 ARROWHEAD MEADOWS DR			ARROWHEAD MEADOWS TOWNHOMES (13), S34, T01 N, R25 E, UNIT 3, 8.333% COMMON AREA INTEREST, (1/12%) LOC @ TR 3A COS 247 AMD (11)	5.00	\$ 2.81
A34454D	TOAVS, WILLARD A & ANITA S	2745 ARROWHEAD MEADOWS DR			ARROWHEAD MEADOWS TOWNHOMES (13), S34, T01 N, R25 E, UNIT 4, 8.333% COMMON AREA INTEREST, (1/12%) LOC @ TR 3A COS 247 AMD (11)	5.00	\$ 2.81
A34454E	REGAL LAND DEVELOPMENT, INC	2735 ARROWHEAD MEADOWS DR			ARROWHEAD MEADOWS TOWNHOMES (13), S34, T01 N, R25 E, UNIT 5, 8.333% COMMON AREA INTEREST, (1/12%) LOC @ TR 3A COS 247 AMD (11)	5.00	\$ 2.81
A34454F	FETSCH, PERRY	2730 ARROWHEAD MEADOWS DR			ARROWHEAD MEADOWS TOWNHOMES (13), S34, T01 N, R25 E, UNIT 6, 8.333% COMMON AREA INTEREST, (1/12%) LOC @ TR 3A COS 247 AMD (11)	5.00	\$ 2.81
A34454G	HOUICK, ROXY G	2740 ARROWHEAD MEADOWS DR			ARROWHEAD MEADOWS TOWNHOMES (13), S34, T01 N, R25 E, UNIT 7, 8.333% COMMON AREA INTEREST, (1/12%) LOC @ TR 3A COS 247 AMD (11)	5.00	\$ 2.81
A34454H	CERTAIN, BRENT	2750 ARROWHEAD MEADOWS DR			ARROWHEAD MEADOWS TOWNHOMES (13), S34, T01 N, R25 E, UNIT 8, 8.333% COMMON AREA INTEREST, (1/12%) LOC @ TR 3A COS 247 AMD (11)	5.00	\$ 2.81
A34454I	REGAL LAND DEVELOPMENT, INC	2800 ARROWHEAD MEADOWS DR			ARROWHEAD MEADOWS TOWNHOMES (13), S34, T01 N, R25 E, UNIT 9, 8.333% COMMON AREA INTEREST, (1/12%) LOC @ TR 3A COS 247 AMD (11)	5.00	\$ 2.81
A34454J	SADO, STEVEN J & CAROL A	2810 ARROWHEAD MEADOWS DR			ARROWHEAD MEADOWS TOWNHOMES (13), S34, T01 N, R25 E, UNIT 10, 8.333% COMMON AREA INTEREST, (1/12%) LOC @ TR 3A COS 247 AMD (11)	5.00	\$ 2.81
A34454K	BOLAND, EDEWARD M	2851 ARROWHEAD MEADOWS DR			ARROWHEAD MEADOWS TOWNHOMES (13), S34, T01 N, R25 E, UNIT 11, 8.333% COMMON AREA INTEREST, (1/12%) LOC @ TR 3A COS 247 AMD (11)	5.00	\$ 2.81
A34454L	REGAL LAND DEVELOPMENT, INC	2830 ARROWHEAD MEADOWS DR			ARROWHEAD MEADOWS TOWNHOMES (13), S34, T01 N, R25 E, UNIT 12, 8.333% COMMON AREA INTEREST, (1/12%) LOC @ TR 3A COS 247 AMD (11)	5.00	\$ 2.81
C03130	NELSEN, JO ANN & JOHN D	2904 38TH ST W	1	1	PALISADES PARK SUBD 1ST FILING, S28, T01 N, R25 E, BLOCK 1, Lot 1, & E2 LT 2 & ADJ 10 FT OF ALLEY	130.59	\$ 73.35
C03130A	FREDERICK, SPENCER & LEAH	2903 LAREDO PL	3	1	PALISADES PARK SUBD 1ST FILING, S28, T01 N, R25 E, BLOCK 1, Lot 3, & W2 LT 2	133.50	\$ 74.99
C03131	DEGGES, GREGORY L & CHEVYL	3829 RIMROCK RD	1	2	PALISADES PARK SUBD 1ST FILING, S28, T01 N, R25 E, BLOCK 2, Lot 1, & 20 FT ARDN ADJ ALLEY	83.00	\$ 46.62
C03131A	KUNTZ, HARVEY W & PATSY ANN	3835 RIMROCK RD	2	2	PALISADES PARK SUBD 1ST FILING, S28, T01 N, R25 E, BLOCK 2, Lot 2, & ADJ 20' OF ALLEY	75.00	\$ 42.13
C03131B	SCHLOSSER, MICHAEL E & NICOLE M	3841 RIMROCK RD	3	2	PALISADES PARK SUBD 1ST FILING, S28, T01 N, R25 E, BLOCK 2, Lot 3, & ADJ 20' ALLEY	75.00	\$ 42.13
C03131C	DUNCAN, TERRY A & FRANCES E	3847 RIMROCK RD	4	2	PALISADES PARK SUBD 1ST FILING, S28, T01 N, R25 E, BLOCK 2, Lot 4, & 20 FT OF ADJ VAC ALLEY	74.24	\$ 41.70
C03132	BOWMAN, JAMES G & KATHY R	3807 PINE COVE RD	5	2	PALISADES PARK SUBD 2ND FILING, S28, T01 N, R25 E, BLOCK 2, Lot 5, & ADJ 10 FT FOR ALLEY	87.76	\$ 49.30
C03135	MCKNIRE, VESTER D & MARILYN J	3905 RIMROCK RD	1	3	PALISADES PARK SUBD 2ND FILING, S28, T01 N, R25 E, BLOCK 3, Lot 1, & ADJ 10 FT FOR ALLEY	83.00	\$ 46.62
C03136	KELLY, JOEL	3911 RIMROCK RD	2	3	PALISADES PARK SUBD 2ND FILING, S28, T01 N, R25 E, BLOCK 3, Lot 2, & ADJ 10 FT FOR ALLEY	79.00	\$ 44.38
C03137	ZISS, MARTIN M	3917 RIMROCK RD	3	3	PALISADES PARK SUBD 2ND FILING, S28, T01 N, R25 E, BLOCK 3, Lot 3, & ADJ 10 FT FOR ALLEY	79.00	\$ 44.38
C03138	ROBSON, GARTH A & GALE R	3923 RIMROCK RD	4	3	PALISADES PARK SUBD 2ND FILING, S28, T01 N, R25 E, BLOCK 3, Lot 4, & ADJ 10 FT FOR ALLEY	79.00	\$ 44.38
C03139	PFIEFFER, JARED B TRACT	3929 RIMROCK RD	5	3	PALISADES PARK SUBD 2ND FILING, S28, T01 N, R25 E, BLOCK 3, Lot 5, & ADJ 10 FT FOR ALLEY	79.00	\$ 44.38
C03140	CORN, LARRY D & JUDY M	2909 MELROSE LN	6	3	PALISADES PARK SUBD 2ND FILING, S28, T01 N, R25 E, BLOCK 3, Lot 6, & ADJ 10 FT FOR ALLEY	83.17	\$ 46.72
C06134	KRAUSE, COLLEEN G	3959 RIMROCK RD	10A	1	MONTY'S PLACE SUBD, S28, T01 N, R25 E, BLOCK 1, Lot 10A, AMD LT 10 9914 SF (05)	91.00	\$ 51.12
C06135	WILLETTE, WALTER JR & BEATRICE H	3953 RIMROCK RD	11	1	MONTY'S PLACE SUBD, S28, T01 N, R25 E, BLOCK 1, Lot 11	90.03	\$ 50.57
C06136	LOGAN, ARTHUR W & TERESA M	3947 RIMROCK RD	12	1	MONTY'S PLACE SUBD, S28, T01 N, R25 E, BLOCK 1, Lot 12	87.00	\$ 48.87
C06137	WICKS, ARLENE G	3941 RIMROCK RD	13	1	MONTY'S PLACE SUBD, S28, T01 N, R25 E, BLOCK 1, Lot 13	88.00	\$ 49.43
D04710	LUTHERAN RETIREMENT HOME INC	3940 RIMROCK RD			S33, T01 N, R25 E, C.O.S. 369 5TH AMD, PARCEL A4, & A1A, A2A & TR A3 COS 369 AMD 14-389 AC(06)	718.09	\$ 403.36
D04714	MISSIONS UNITED INC	3840 RIMROCK RD			S33, T01 N, R25 E, C.O.S. 369, PARCEL B, AMND	806.93	\$ 453.26
D04753	BOTNER, AMANDA R & CRAIG W	3216 RIMROCK RD			S34, T01 N, R25 E, C.O.S. 247, PARCEL 1A, TR 1A COS 247 AMD (11)	103.89	\$ 58.36
D04755	LIND, MARGARET TRUSTEE	3208 RIMROCK RD			S34, T01 N, R25 E, C.O.S. 358, PARCEL 2, AMEND	113.63	\$ 63.83
D04756	BALLAN, DAVID G & CHRISTEE L	3204 RIMROCK RD			S34, T01 N, R25 E, C.O.S. 358, PARCEL 3, AMND	22.00	\$ 12.36
D04757	LIND, WILLIAM R	3200 RIMROCK RD			S34, T01 N, R25 E, C.O.S. 358, PARCEL 4, AMEND & LT 5 SAUNDERS SUB	22.00	\$ 12.36
						11,705.88	\$ 6,575.36

Regular City Council Meeting

Meeting Date: 03/25/2013

TITLE: First Interstate Bank Donation for Project Homelessness

PRESENTED BY: Brenda Beckett

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

The Community Development Division is requesting approval to accept a \$5,000 donation from First Interstate Bank to support a Billings Metro VISTA Project initiative - Project Homelessness. Since July 2012, two AmeriCorps VISTA members have been interviewing homeless children and young adults about their challenges and triumphs. Those interviews were given to two local playwrights to create a script about the realities of being young and homeless in Billings. The resulting play, "And I Know..." will be opening at Venture Theatre in April 2013 and was recently featured in the Billings Gazette.

This donation would: provide services to individuals experiencing homeless at the 2014 Billings Community Connect, formerly known as Project Homeless Connect; provide Youth Conservatory financial aid to disadvantaged children; and pay for production and marketing costs.

ALTERNATIVES ANALYZED

Alternatives analyzed include accepting the donation or not accepting the donation. If unable to accept the donation, Billings Community Connect would not be able to receive funding which helps connect services to those in need in our community.

FINANCIAL IMPACT

The City is not required to match the donation. Financial impact is limited to costs incurred following donations specific to Project Homelessness and Billings Community Connect.

RECOMMENDATION

Staff recommends that the City Council accept the \$5,000 donation from First Interstate Bank to support Project Homelessness.

APPROVED BY CITY ADMINISTRATOR

Attachments

Proceeds Plan

Project Homelessness

Proceeds Plan

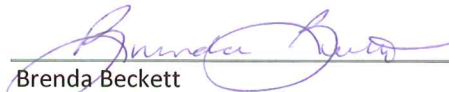
Sponsor Revenues		
First Interstate Bank	\$5,000	5-Mar-13
Expenditures		
	Budget	% Distribution
Production Expenses	\$500	10%
Marketing	\$1,000	20%
Production Fees	\$1,500	30%
Billings Community Connect	\$1,000	20%
Youth Conservatory Financial Aid	\$1,000	20%
Total Expenditures	\$5,000	100%



Camilla Saberhagen
Venture Theatre, Secretary / Treasurer

3/7/13

Date



Brenda Beckett
Community Development Manager

3-6-2013

Date

Regular City Council Meeting

Meeting Date: 03/25/2013

TITLE: Subordination of Housing Rehabilitation Loan - Barbara J. Hickson

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

Barbara J. Hickson, 417 Kathy Lane, qualified for and received a Housing Rehabilitation Deferred Loan for \$12,000 in March 1995. The loan does not have to be repaid as long as Ms. Hickson remains the owner/occupant of the property. The loan is to be 100% repaid when the property is sold or when the owner no longer occupies the property. Ms. Smith requested the City subordinate its lien to a new first mortgage with a lower current interest rate and will follow the City's subordination policy, which requires a 0% payback of the Rehabilitation Loan. Ms. Smith will not roll over additional debt into the first mortgage and the City's position will not be affected by this action.

ALTERNATIVES ANALYZED

City Council may:

- Approve subordinating the City's \$12,000 interest in the property to a new first mortgage;
- Do not approve the subordination request, which could result in the homeowner not being able to refinance and to benefit from a lower interest rate on the primary mortgage.

FINANCIAL IMPACT

The City is being asked to subordinate \$12,000 of its interest to a new first mortgage from First Interstate Bank, not to exceed \$27,000 that will refinance existing debt on the property. The property recently appraised for \$150,000. The City will retain its \$12,000 interest in the property in second position and the City is still protected by the current value of the home.

RECOMMENDATION

Staff recommends that Council subordinate the City's lien that secures a \$12,000 CDBG Housing Rehabilitation Deferred Loan to Barbara J. Hickson, 427 Kathy Lane.

APPROVED BY CITY ADMINISTRATOR

Attachments

Rehab-Subordination-Hickson

Regular City Council Meeting

Meeting Date: 03/25/2013

TITLE: Approval of using FY 13 Council Contingency Budget for Four Projects

PRESENTED BY: Patrick M Weber

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The FY 2013 budget included a transfer of \$1,838,096 from the SID Revolving Loan Fund to the General Fund. There was then an approved transfer from the General Fund to the 800 MHz Fund in the amount of \$600,000 to upgrade the City's current radios to be compliant with a new operating system. Council also approved using \$87,650 contingency to assist with the costs associated with the upgraded slides at Rose Park. There is a remaining balance of \$1,150,446 in the Contingency account.

Following are four recommended uses of the funds remaining in the FY 13 Council Contingency budget.

1. Purchase New World software for Public Safety in the amount of \$600,000. The current software is obsolete and support from New World for this software will discontinue at some point in the near future.
2. Upgrade City Hall lighting for a cost of \$81,000 with the energy savings pay back over 12 years. The lighting in the parking garage at City Hall has already been replaced, so completing the City Hall lighting upgrade will make the City eligible for a rebate of ~\$92,000 from NorthWestern Energy. The Parking Fund will receive ~\$52,000 and the General Fund ~\$40,000.
3. Upgrade the lighting in the seven fire stations and replace the boiler in fire station 2 for a total cost of \$216,000. The lighting upgrades for the 7 stations have a weighted average pay back of 11 years. These lighting upgrades may also be eligible for a NorthWestern Energy rebate.
4. Establish a Home Reinvestment Revolving Loan program in Community Development in the amount of \$250,000.

If Council approves all four projects in the recommended amounts, there will be a remaining account balance of \$3,446.

ALTERNATIVES ANALYZED

Council may approve or not approve using Council Contingency for the recommended four projects.

FINANCIAL IMPACT

The financial impacts are explained above.

RECOMMENDATION

Staff recommends that the City Council approve the use of Council Contingency for the four recommended projects in the total amount of \$1,147,000.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution

RESOLUTION NO. 13-

A RESOLUTION BY THE BILLINGS MONTANA CITY COUNCIL, APPROVING THE EXPENDITURE OF \$1,147,000 OF FY 13 BUDGETED COUNCIL CONTINGENCY FUNDS FOR NEW WORLD SOFTWARE, CITY HALL LIGHTING UPGRADES, FIRE STATION LIGHTING UPGRADES AND NEW BOILER FOR STATION TWO, AND ESTABLISH A HOME LOAN PROGRAM.

WHEREAS, There is a necessity to purchase updated New World software for Public Safety in the amount of \$600,000. The current software is obsolete and support from New World for this software will discontinue at some point in the near future, and

WHEREAS, The Energy Audit highlighted an opportunity to upgrade the City Hall lighting for a cost of \$81,000 with the energy savings pay back over 12 years. The lighting in the parking garage at City Hall has already been replaced so completing the City Hall lighting upgrade will make the City eligible for a rebate of ~\$92,000 from NorthWestern Energy. The Parking Fund will receive ~\$52,000 and the General Fund ~\$40,000 respectfully, and

WHEREAS, The Energy Audit also highlighted an opportunity to upgrade the lighting in the seven fire stations and replace the boiler in fire station 2 for a total cost of \$216,000. The lighting upgrades for the 7 stations have a weighted average pay back of 11 years. These lighting upgrades may also be eligible for a NorthWestern Energy rebate, and

WHEREAS, There has been an interest expressed for the establishment of a Home Reinvestment Revolving Loan program in Community Development in the amount of \$250,000.

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

That \$1,147,000 of FY 14 budgeted council contingency be used for the purchase of New World software, the City Hall lighting upgrade, Fire Station lighting upgrades and a new boiler at fire station two, and establishing a home loan program.

PASSED AND APPROVED by the City Council, this 25th day of March, 2013.

THE CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Cari Martin, CITY CLERK

Regular City Council Meeting

Meeting Date: 03/25/2013

TITLE: Bond Resolution for Tax Increment Urban Renewal Revenue Bonds for the Empire Garage Project

PRESENTED BY: Patrick M Weber

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The City Council has approved the construction and tax increment financing of the Empire Parking Garage and retail space on the corner of North 27th and Montana Avenue. The City staff has been working with D A Davidson on pricing the bonds. A bond purchase agreement has been signed. Council must adopt a resolution that authorizes the sale and outlines the terms and details of the bonds.

ALTERNATIVES ANALYZED

Upon approval of the resolution, the City and DA Davidson will proceed with the bond closing.

FINANCIAL IMPACT

The par amount of the tax exempt and taxable bonds is \$13,210,000. The true interest rate is 5.199% for a term of 25 years.

RECOMMENDATION

Staff recommends that City Council approve the bond resolution.

APPROVED BY CITY ADMINISTRATOR

Attachments

bond resolution

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of a Resolution entitled: "RESOLUTION RELATING TO \$7,885,000 TAX INCREMENT URBAN RENEWAL REVENUE BONDS (EXPANDED NORTH 27TH STREET URBAN RENEWAL AREA) (TAX EXEMPT) SERIES 2013A AND \$5,325,000 TAX INCREMENT URBAN RENEWAL REVENUE BONDS (EXPANDED NORTH 27TH STREET URBAN RENEWAL AREA) (TAXABLE) SERIES 2013B; AUTHORIZING THE SALE AND PRESCRIBING THE FORMS AND TERMS THEREOF AND THE SECURITY THEREFOR" (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 March 25, 2013, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

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

WITNESS my hand officially this 25th day of March, 2013.

City Clerk

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[Not a part of this Resolution; for convenience of reference only.]

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EXHIBIT A-Form of Series 2013A Bonds

EXHIBIT B-Form of Series 2013B Bond

RESOLUTION NO. _____

RESOLUTION RELATING TO \$7,885,000 TAX INCREMENT URBAN RENEWAL REVENUE BONDS (EXPANDED NORTH 27TH STREET URBAN RENEWAL AREA) (TAX EXEMPT) SERIES 2013A AND \$5,325,000 TAX INCREMENT URBAN RENEWAL REVENUE BONDS (EXPANDED NORTH 27TH STREET URBAN RENEWAL AREA) (TAXABLE) SERIES 2013B; AUTHORIZING THE SALE AND PRESCRIBING THE FORMS AND TERMS THEREOF AND THE SECURITY THEREFOR

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

Section 1. Definitions, Authorizations and Findings.

1.01. Definitions. The terms defined in this Section 1.01 shall for all purposes of this Resolution have the meanings herein specified, unless the context clearly otherwise requires:

Accountant shall mean a Person engaged in the practice of accounting as a certified public accountant, whether or not employed by the City.

Act shall mean Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended or supplemented.

Additional Bonds shall mean any Bonds issued pursuant to Sections 4.01 through 4.03.

Bonds shall mean the Series 2013 Bonds and any Additional Bonds.

Bond Account shall mean the account so designated in the Tax Increment Debt Service Fund.

Bond Counsel shall mean any firm of nationally recognized bond counsel experienced in matters relating to tax-exempt financing, selected by the City.

Bond Register shall mean the register maintained for the purpose of registering the ownership, transfer and exchange of the Bonds of any series.

Business Day shall mean, with respect to the Bonds of any series, any day other than a Saturday, Sunday or other day on which the Registrar for such series of Bonds is not open for business.

City shall mean the City of Billings, Montana, or its successors.

Code shall mean the Internal Revenue Code of 1986, as amended.

Construction Account shall mean the account so designated in the Tax Increment Capital Project Fund.

Defeasance Obligations shall mean obligations for payment of the principal of and interest on which the United States has pledged its full faith and credit and which are not subject to redemption or prepayment other than at the option of the holder thereof.

District shall mean the City's Expanded North 27th Street Urban Renewal Area—2008 created and established pursuant to the Act and the Ordinance, as such district may be enlarged or reduced in accordance with the Act and this Resolution.

Empire Parking Garage shall mean a 505-car parking garage and 18,000-square-foot retail space located in the District on the corner of North 27th Street and Montana Avenue.

Empire Parking Garage Project shall mean the Project described in Section 1.05.

Fiscal Year shall mean the period commencing on the first day of July of any year and ending on the last day of June of the next calendar year, or any other twelve-month period authorized by law and specified by this Council as the City's Fiscal Year.

Independent shall mean, when used with respect to any specified Person, such a Person who (i) is in fact independent; (ii) does not have any direct financial interest or any material indirect financial interest in the City, other than the payment to be received under a contract for services to be performed by such Person; and (iii) is not connected with the City as an officer, employee, promoter, trustee, partner, director, underwriter or person performing similar functions. Whenever it is herein provided that any Independent Person's opinion or certificate shall be furnished, such Person shall be appointed by the City and such opinion or certificate shall state that the signer has read this definition and that the signer is Independent within the meaning hereof.

Interest Account shall mean the subaccount so designated in the Bond Account.

Interest Payment Date shall mean the Stated Maturity of an installment of interest on any of the Bonds.

Ordinance shall mean Ordinance No. 05-5333, adopted by this Council on July 11, 2005, as amended and supplemented by Ordinance Nos. 06-5394 and 08-5483 adopted on November 13, 2006 and December 8, 2008, respectively, and as may be further amended and supplemented from time to time.

Original Purchaser shall mean, with respect to any series of Bonds, the Person who purchases such series of Bonds from the City when first issued. The Original Purchaser of the Series 2013 Bonds is D.A. Davidson & Co. of Great Falls, Montana.

Outstanding shall mean, with reference to Bonds, as of the date of determination, all Bonds theretofore issued and delivered under this Resolution except:

- (i) Bonds theretofore cancelled by the City or delivered to the City cancelled or for cancellation;

(ii) Bonds and portions of Bonds for whose payment or redemption money or Defeasance Obligations (as provided in Section 10) shall have been theretofore deposited in trust for the Owners of such Bonds; provided, however, that if such Bonds are to be redeemed, notice of such redemption shall have been duly given pursuant to this Resolution or irrevocable instructions to call such Bonds for redemption at a stated Redemption Date shall have been given by the City; and

(iii) Bonds in exchange for or in lieu of which other Bonds shall have been issued and delivered pursuant to this Resolution;

provided, however, that in determining whether the Owners of the requisite principal amount of Outstanding Bonds have given any request, demand, authorization, direction, notice, consent or waiver hereunder, Bonds owned by the City shall be disregarded and deemed not to be Outstanding.

Owner shall mean, with respect to any Bond, the Person in whose name such Bond is registered in the Bond Register.

Person shall mean any individual, corporation, partnership, joint venture, limited liability company, limited liability partnership, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

Principal and Interest Requirements shall mean, with respect to any Bonds and for any Fiscal Year or other specified period, the amount required to pay the principal of and interest on such Bonds during such Fiscal Year or other period, determined on the assumption that each Serial Bond is to be paid on its Stated Maturity and each Term Bond is to be paid on the Sinking Fund Payment Dates according to the mandatory redemption requirements established for such Term Bond by the applicable section of this Resolution or any Supplemental Resolution.

Principal Payment Date shall mean the Stated Maturity of principal of any Serial Bond and the Sinking Fund Payment Date for any Term Bond.

Project shall mean the Empire Parking Garage Project and any other urban renewal project undertaken under the Act in or for the benefit of the District, the costs of which are to be paid, in whole or in part, from the proceeds of Bonds.

Redemption Date when used with respect to any Bond to be redeemed shall mean the date on which it is to be redeemed.

Redemption Price when used with respect to any Bond to be redeemed shall mean the price at which it is to be redeemed.

Registrar shall mean the Person, if any, appointed by the City to act as bond registrar, transfer agent and paying agent for a series of Bonds. With respect to the Series 2013 Bonds, the Registrar shall be appointed as set forth in Section 3.05.

Reserve Account shall mean the account so designated in the Tax Increment Debt Service Fund.

Reserve Requirement shall mean, as of the date of calculation, an amount equal to the maximum Principal and Interest Requirements on Outstanding Bonds for the then current or any future calendar year.

Resolution shall mean this Resolution No. _____ as originally adopted or as it may from time to time be amended or supplemented pursuant to the applicable provisions hereof.

Serial Bonds shall mean Bonds which are not Term Bonds.

Series 2013 Bonds shall mean the City's Series 2013A Bonds and Series 2013B Bonds.

Series 2013A Bonds shall mean the City's Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area) (Tax Exempt) Series 2013A, issued in the original aggregate principal amount of \$7,885,000.

Series 2013B Bonds shall mean the City's Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area) (Taxable) Series 2013B, issued in the original aggregate principal amount of \$5,325,000.

Sinking Fund Account shall mean the subaccount so designated in the Bond Account.

Sinking Fund Payment Date shall mean a date set forth in any applicable provision of this Resolution or a Supplemental Resolution for the making of a mandatory principal payment for the redemption of a Term Bond.

State shall mean the State of Montana.

Stated Maturity when used with respect to any Bond or any installment of interest thereon shall mean the date specified in such Bond as the fixed date on which principal of such Bond or such installment of interest is due and payable.

Subordinate Bonds shall mean any Bonds issued pursuant to Section 4.04.

Supplemental Resolution shall mean any resolution supplemental to this Resolution adopted pursuant to Section 9.

Tax Increment shall mean the amount received by the City pursuant to the Act from the extension of levies of Taxes (expressed in mills) against the incremental taxable value (as defined in the Act) of all Taxable Property, and shall include all payments in lieu of Taxes attributable to the incremental taxable value and all payments received by the City designated as replacement revenues for lost Tax Increment, as provided in Section 8.11.

Tax Increment Capital Project Fund shall mean the fund so designated in the Tax Increment Funds.

Tax Increment Debt Service Fund shall mean the fund so designated in the Tax Increment Funds.

Tax Increment Development Fund shall mean the fund so designated in the Tax Increment Funds.

Tax Increment Funds shall mean the funds established pursuant to Section 5.

Taxable Property means all real and personal property located in the District and subject to Taxes, including land, improvements and equipment.

Taxes means all taxes levied on an ad valorem basis by any Taxing Body against the Taxable Property (exclusive of the six mill levy for university purposes levied by the State), and shall include all payments in lieu of taxes received by the City with respect to Taxable Property.

Taxing Body shall mean the City; the County of Yellowstone, Montana; the countywide school districts; the Billings High School and Elementary School Districts; the Big Sky Economic Development Authority; the State; and any other political subdivision or governmental unit which may hereafter levy Taxes against property within the District.

Term Bond shall mean any Bond for the payment of the principal of which mandatory payments are required by this Resolution or Supplemental Resolution to be made at times and in amounts sufficient to redeem all or a portion of such Bond prior to its Stated Maturity.

1.02. Rules of Construction. Unless the context otherwise requires or except as otherwise expressly provided:

- (a) All references in this Resolution to designated sections and other subdivisions are to the designated sections and other subdivisions of this Resolution as originally adopted.
- (b) The words “herein,” “hereof” and “hereunder” and other words of similar import without reference to any particular section or subdivision refer to this Resolution as a whole and not to any particular section or other subdivision unless the context clearly indicates otherwise.
- (c) The terms defined in this Resolution include the plural as well as the singular.
- (d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles applicable to governmental entities.
- (e) All computations provided herein shall be made in accordance with generally accepted accounting principles applicable to governmental entities consistently applied.
- (f) “Or” is not intended to be exclusive, but is intended to contemplate or encompass one or more or all of the terms or alternatives conjoined.

1.03. Exhibits.

Exhibit A – Form of Series 2013A Bond; and

Exhibit B – Form of Series 2013B Bond.

1.04. Authorization. Under the Act, the City is authorized to create urban renewal areas, prepare and adopt an urban renewal plan therefor and amendments thereto, undertake urban renewal projects therein, provide for the segregation and collection of tax increment with respect to property taxes collected in such areas, issue its bonds to pay the costs of such projects and to refund bonds previously issued under the Act and pledge to the repayment of the bonds the tax increment and other revenues derived from projects undertaken within the urban renewal area.

1.05. Prior City Actions. Pursuant to the Act and the Ordinance, this Council created the District as an urban renewal district (as defined in the Act) and approved the North 27th Street Urban Renewal Plan (the “Plan”) for the District containing a tax increment financing provision all as set forth in the Ordinance. The Plan states that it is necessary to use tax increment financing to encourage private reinvestment within the District, which will further encourage economic growth in the District and downtown Billings, create substantial employment opportunities, and increase the tax base of the City and other taxing jurisdictions. The Plan further provides for the segregation of tax increment derived in the District and the use of such tax increment as authorized by the Act and the Plan from time to time, including, without limitation, pledging the tax increment to the repayment of bonds. The Plan also provides that parking is a significant need and a primary objective of the District and details significant deficiencies in parking infrastructure throughout the District. The Plan identifies parking structures to support current and future needs within the District as appropriate projects which could be financed by the tax increment revenue of the District. In 2010, the City commissioned a study by Rich and Associates, Inc. of parking in downtown Billings (the “Parking Study”). The Parking Study identifies parking shortages in certain locations in downtown Billings, which may be further compounded by proposed and potential future growth.

Following a duly noticed public hearing and pursuant to Ordinance No. 11-5539 adopted July 11, 2011, the City declared as an urban renewal project (as defined in the Act) the acquisition, design and construction of the Empire Parking Garage (the “Empire Parking Garage Project”), and declared its intention to issue tax increment bonds payable from tax increment received in the District in order to finance the costs thereof.

The City has retained the services of Sletten Construction Company for design and construction and OAC Services, Inc. as project manager. Design of the Empire Parking Garage Project has been completed and construction is anticipated to commence by March 2013. The City is of the opinion that the Empire Parking Garage as contemplated can be constructed with the proceeds of the Series 2013 Bonds and the other available funds of the City, as described in Section 1.07.

1.06. Zootist / Alley Cat Agreements. In order to further the Empire Parking Garage Project, this Council approved the purchase by the City from Alley Cat Investments, LLC (“Alley Cat”) and Zootist Garage, LLC (together with its affiliates, “Zootist”), the land upon which the Empire Parking Garage will be located (the “Land”). The City also entered into option agreements with Alley Cat and Zootist, pursuant to which Alley Cat and Zootist have

options to purchase parking spaces in the Empire Parking Garage at an aggregate purchase price equal to the amount that the City originally paid to Alley Cat and Zootist for the purchase of the Land. Alley Cat and Zootist also have options to purchase retail space in the Empire Parking Garage.

Alley Cat owns and operates the five-story mixed-use Securities Building in the District. Alley Cat intends to purchase parking spaces in the Empire Parking Garage to support operations at the Securities Building.

Zootist owns the Northern Hotel, a historic hotel in the District that is currently being restored and is slated to open in March 2013 (the “Northern Hotel”). Pursuant to Ordinance No. 11-5539 adopted July 11, 2011, the City declared as an urban renewal project (as defined in the Act) the Northern Hotel and the City authorized the use of Tax Increment to reimburse Zootist, on a subordinate lien basis, for costs of certain public improvements associated therewith, in an amount not to exceed \$2,180,827 (the “Zootist Subordinate Obligation”). The Zootist Subordinate Obligation is subordinate to the Series 2013 Bonds and any Additional Bonds. Zootist intends to purchase parking spaces in the Empire Parking Garage to support operations at the Northern Hotel.

Alley Cat has exercised its option to purchase 25 parking spaces, and Zootist has exercised its option to purchase 187 parking spaces. Upon completion of the Empire Parking Garage Project, the City will convert the property into a condominium. Condominium agreements will be entered into which will govern the conditions for the use and operation of the Empire Parking Garage; such agreements to be presented to this Council for approval prior to the execution thereof. The City, Alley Cat, Zootist and retail owners will own approximately 54.4%, 5.3%, 31.0% and 9.2%, respectively, of the Empire Parking Garage. The portion of the Empire Parking Garage that will be owned by the City is referred to herein as the “City Portion of the Empire Parking Garage”). The portion of the Empire Parking Garage that will be owned by Alley Cat and Zootist (excluding retail space) is referred to herein as the “Privately Owned Portion of the Empire Parking Garage”). The City will own, operate and manage the City Portion of the Empire Parking Garage, and will charge normal rates, charges and rentals for spaces therein, consistent with its other parking facilities.

1.07. Application of Series 2013 Bond Proceeds. Proceeds of the Series 2013 Bonds will be applied as follows:

	Series <u>2013A Bond</u>	Series <u>2013B Bond</u>
Construction Costs	\$7,188,000.00	\$4,812,000.00
Costs of Issuance	72,963.11	49,274.39
Rounding Amount	273.84	3,182.21
Underwriter’s Discount	102,505.00	69,225.00
Deposit to Reserve Account	580,431.00	388,569.00
Total Financed*	\$7,944,172.95	\$5,322,250.60

* Totals reflect the reoffering premium of \$59,172.95 for the Series 2013A Bonds and net original issue discount of \$2,749.40 for the Series 2013B Bonds.

Proceeds of the Series 2013A Bonds will be used to finance the City Portion of the Empire Parking Garage. Proceeds of the Series 2013B Bonds will be used to finance the Privately Owned Portion of the Empire Parking Garage. Costs of the Empire Parking Garage Project in excess of the proceeds of the Series 2013 Bonds will be paid from Tax Increment funds on hand (\$3,600,000) and loans from the City's General Fund (\$3,200,000), including specifically the costs of design and construction of the retail space. Amounts received from Alley Cat and Zootist upon exercise of their respective options to purchase parking spaces and retail space will be used to repay the loans from the City's General Fund.

1.08. Authorization and Sale of Series 2013 Bonds; Official Statement. Pursuant to Resolution No. 13-19240 adopted January 28, 2013 (the "Parameters Resolution"), this Council determined that it is in the best interests of the City to issue its Series 2013 Bonds, as authorized by Section 7-15-4301(1)(a) of the Act and this Resolution, in order to finance a portion of the costs of the Empire Parking Garage Project, fund a deposit to the Reserve Account and pay costs of issuance of the Series 2013 Bonds. Pursuant to the Parameters Resolution, this Council authorized the negotiated sale of the Series 2013 Bonds to D.A. Davidson & Co., of Great Falls, Montana (the "Original Purchaser") and authorized the Mayor, City Administrator, Deputy City Administrator and City Finance Director to enter into a Bond Purchase Agreement with the Original Purchaser (the "Bond Purchase Agreement"). Pursuant to the Bond Purchase Agreement, dated as of March 14, 2013, the Original Purchaser agreed to purchase (a) the Series 2013A Bonds at the aggregate purchase price of \$7,841,667.95 (representing the par amount of the Series 2013A Bonds, less Underwriter's compensation of \$102,505.00 plus a net reoffering premium of \$59,172.95) and (b) the Series 2013B Bonds at the aggregate purchase price of \$5,253,025.60 (representing the par amount of the Series 2013B Bonds, less Underwriter's compensation of \$69,225.00 and less an original issue discount of \$2,749.40), in each case, subject to the terms and conditions of the Bond Purchase Agreement and this Resolution. The net interest cost of the Series 2013A Bonds is 4.9672680% and the net interest cost of the Series 2013B Bonds is 5.8386595%. The sale of the Bonds to the Original Purchaser is hereby ratified and confirmed.

1.09. Estimate of Tax Increment. Based on Tax Increment of \$1,591,890 received in Fiscal Year 2012/2013 and projected Tax Increment of \$1,977,281 to be received in Fiscal Year 2013/2014, the City estimates that the Tax Increment will be at least \$1,977,281 per year. The maximum Principal and Interest Requirements on the Series 2013 Bonds is \$969,000. There are no other bonds or other obligations of the City payable from Tax Increment, other than the Zootist Subordinate Obligation.

1.10. Findings and Determinations. It is hereby found, determined and declared by this Commission as follows:

(a) the findings and determinations made by this Council in the Ordinance are hereby ratified and confirmed;

(b) the conditions precedent to the issuance of the Series 2013 Bonds under the Act, the Ordinance and this Resolution have been or shall be met prior to the issuance of the Series 2013 Bonds;

(c) the estimated Tax Increment to be received by the City, as set forth in Section 1.09, and pledged to the payment of the Series 2013 Bonds will be sufficient to pay the Principal and Interest Requirements thereon when due; and

(d) it is in the best interests of the City to issue and sell the Series 2013 Bonds to provide funds to pay a portion of the costs of the Empire Parking Garage Project as provided in this Resolution.

Section 2. The Bonds.

2.01. General Title. The general title of the Bonds of all series shall be “Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area),” with appropriate additions for refunding or Subordinate Obligations and to distinguish Bonds of each series from Bonds of other series.

2.02. General Limitations; Issuable in Series. The aggregate principal amount of Bonds that may be authenticated and delivered and Outstanding under this Resolution is not limited, except as provided in Section 4 and except as may be limited by law.

The Bonds may be issued in series as from time to time authorized by the City.

The Bonds are special, limited obligations of the City. The Bonds are not general obligations of the City and neither the general credit nor the taxing power of the City, the County or the State is pledged to the payment of the Bonds or the interest thereon. Principal of, premium, if any, and interest on the Bonds (except to the extent expressly payable out of proceeds of the Bonds) are payable solely from the Tax Increment or other sources which may be pledged to the payment of any series of Bonds. The County and the State shall in no event be liable for the payment of the principal of, premium, if any, or interest on the Bonds or the performance of any pledge of any kind whatsoever that may be undertaken by the City with respect thereto. Neither the Bonds nor any of the agreements or obligations of the City contained herein or therein shall be construed to constitute an indebtedness of the City, the County or the State within the meaning of any constitutional or statutory provisions whatsoever.

If any Stated Maturity, Redemption Date or Sinking Fund Payment Date shall be on a day which is not a Business Day, then payment of principal of, premium, if any, or interest due on such day may be made on the next succeeding Business Day, with the same force and effect as if made on such Stated Maturity, Redemption Date or Sinking Fund Payment Date (whether or not such next succeeding Business Day occurs in a succeeding month), and no interest shall accrue for the intervening period.

2.03. Terms of a Particular Series. Each series of Bonds (except the Series 2013 Bonds, which are created by Section 3) shall be created by a Supplemental Resolution and pursuant to Section 4. The City may, at the time of the creation of any series of Bonds or at any time thereafter make, and the Bonds of that series may also contain, provision for a sinking, amortization, improvement or other analogous fund. All Bonds of the same series shall be substantially identical except as to denomination and the differences specified herein or in a Supplemental Resolution between interest rates, Stated Maturities and redemption provisions.

2.04. Form and Denominations. The form of the Bonds (other than the Series 2013 Bonds, as to which specific provision is made in Section 3) shall be established by the Supplemental Resolution creating such series.

The Bonds of any series shall be issuable as fully registered Bonds, in such denominations as shall be provided in the Supplemental Resolution creating such series (other than the Series 2013 Bonds, as to which specific provision is made in Section 3). In the absence of any such provision with respect to the Bonds of any particular series, Bonds shall be in the denomination of \$5,000 or any integral multiple thereof, of single Stated Maturities.

2.05. Execution and Delivery. Each Bond shall be executed on behalf of the City by the officials of the City specified in a Supplemental Resolution (other than the Series 2013 Bonds, as to which specific provision is made in Section 3). The signature of any official may be facsimile, if permitted by applicable law. Bonds bearing the manual or facsimile signatures of individuals who were at any time the proper officials of the City shall bind the City, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the delivery of such Bonds or did not hold such offices at the date of such Bonds.

At any time and from time to time, the City may deliver Bonds executed by the proper officers of the City to the Registrar for authentication, and the Registrar shall authenticate and deliver such Bonds as specified in a Supplemental Resolution (other than the Series 2013 Bonds, as to which specific provision is made in Section 3).

Section 3. Bond Terms, Execution and Delivery.

3.01. Term of Series 2013 Bonds.

(a) The Series 2013A Bonds shall be designated “Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area) (Tax-Exempt) Series 2013A.” The Series 2013A Bonds shall be in the denomination of \$5,000 each or any integral multiple thereof of single maturities. The Series 2013A Bonds shall mature on July 1 in the years and amounts listed below, and the Series 2013A Bonds maturing in such years and amounts shall bear interest from date of original issue until paid or duly called for redemption at the rates shown opposite such years and amounts, as follows:

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
2029*	\$1,030,000	4.375%
2033*	2,685,000	5.000
2038*	4,170,000	5.000

*Term Bond subject to mandatory sinking fund redemption as set forth in Section 3.07(a) below.

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

(b) The Series 2013B Bonds shall be designated “Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area) Series 2013B.” The Series 2013B Bonds shall be in the denomination of \$5,000 each or any integral multiple thereof of single maturities. The Series 2013B Bonds shall mature on July 1 in the years and amounts listed below, and the Series 2013B Bonds maturing in such years and amounts shall bear interest from date of original issue until paid or duly called for redemption at the rates shown opposite such years and amounts, as follows:

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
2014	\$ 140,000	2.500%
2015	295,000	2.800
2016	305,000	3.100
2017	315,000	3.550
2018	325,000	4.080
2019	340,000	4.600
2020	355,000	4.900
2021	370,000	5.250
2022	390,000	5.450
2023	415,000	5.550
2026*	1,165,000	6.125
2028*	910,000	6.550

*Term Bond subject to mandatory sinking fund redemption as set forth in Section 3.07(b) below.

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

3.02. Registered Form, Interest Payment Dates. The Series 2013 Bonds shall be issuable only in fully registered form, and the ownership of the Series 2013 Bonds shall be transferred only upon the Bond Register of the City hereinafter described. The interest on the Series 2013 Bonds shall be payable on January 1 and July 1 in each year, commencing January 1, 2014. Interest on the Series 2013 Bonds shall be payable to the Owners thereof as of the close of business on the 15th day of the month immediately preceding each Interest Payment Date, whether or not such day is a Business Day. Interest on, and upon presentation and surrender thereof, the principal of each Series 2013 Bond shall be payable by check or draft issued by the Registrar described herein.

3.03. Dated Date. Each Series 2013 Bond shall be originally dated as of April 1, 2013, and upon authentication of any Series 2013 Bond the Registrar shall indicate thereon the date of such authentication.

3.04. Registration. The City shall appoint, and shall maintain, a bond registrar, transfer agent and paying agent (the “Registrar”). The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:

(a) Bond Register. The Registrar shall keep at its principal office a Bond Register in which the Registrar shall provide for the registration of ownership of Series 2013 Bonds and the registration of transfers and exchanges of Series 2013 Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Series 2013 Bonds. Upon surrender to the Registrar for transfer of any Series 2013 Bond duly endorsed by the Owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the Owner thereof or by an attorney duly authorized by the Owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Series 2013 Bonds of the same series of a like aggregate principal amount and maturity, as the case may be, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer of any Series 2013 Bond or portion thereof selected or called for redemption.

(c) Exchange of Bonds. Whenever any Series 2013 Bond is surrendered by the Owner for exchange, the Registrar shall authenticate and deliver one or more new Series 2013 Bonds of the same series of a like aggregate principal amount, interest rate and maturity, as requested by the Owner or the Owner's attorney in writing.

(d) Cancellation. All Series 2013 Bonds surrendered upon any transfer or exchange shall be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When any Series 2013 Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Series 2013 Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name any Series 2013 Bond is at any time registered in the Bond Register as the absolute owner of such Series 2013 Bond, whether such Series 2013 Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Series 2013 Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability of the City upon such Series 2013 Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Series 2013 Bonds (except for an exchange upon the partial redemption of a Series 2013 Bond), the Registrar may impose a charge upon the Owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Series 2013 Bond shall become mutilated or be lost, stolen or destroyed, the Registrar shall deliver a new Series 2013 Bond of the same series of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Series 2013 Bond or in lieu of and in substitution for any such Series 2013 Bond lost, stolen or destroyed, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Series 2013 Bond lost, stolen or destroyed, upon filing with the Registrar of evidence satisfactory to it that such Series 2013 Bond was lost, stolen or destroyed, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the City and the Registrar shall be named as obligees. All Series 2013 Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the City. If the mutilated, lost, stolen or destroyed Series 2013 Bond has already matured or such Series 2013 Bond has been called for redemption in accordance with its terms, it shall not be necessary to issue a new Series 2013 Bond prior to payment.

3.05. Appointment of Initial Registrar. The City hereby appoints U.S. Bank National Association, in Seattle, Washington, to act as bond registrar, transfer agent and paying agent (the “Registrar”). The City reserves the right to appoint a successor bond registrar, transfer agent or paying agent, as authorized by the Model Public Obligations Registration Act of Montana, Montana Code Annotated, Title 17, Chapter 5, Part 11, as amended (the “Registration Act”), but the City agrees to pay the reasonable and customary charges of the Registrar for the services performed.

3.06. Optional Redemption.

(a) The Series 2013 Bonds with Stated Maturities on or after July 1, 2023 are subject to redemption on January 1, 2023 and any date thereafter, at the option of the City, in whole or in part, and if in part from such Stated Maturities and in such principal amounts as the City may designate in writing to the Registrar (or, if no designation is made, in inverse order of maturities and within a maturity in \$5,000 principal amounts selected by the Registrar by lot or other manner it deems fair), at a Redemption Price equal to the principal amount thereof and interest accrued to the Redemption Date, without premium.

(b) The Redemption Date and the principal amount of the Series 2013 Bonds to be redeemed shall be fixed by the City Finance Director who shall give notice thereof to the Registrar at least 35 days prior to the Redemption Date or such lesser period as the Registrar accepts. The Registrar, at least 30 days prior to the designated Redemption Date, shall cause notice of redemption to be mailed, by first class mail, or by other means required by the securities depository, to the Owners of each Series 2013 Bond to be redeemed at their addresses as they appear on the Bond Register, but no defect in or failure to give such mailed notice shall affect the validity of proceedings for the redemption of any Series 2013 Bond not affected by such defect or failure. The notice of redemption shall specify the Redemption Date, Redemption Price, the numbers, interest rates and CUSIP numbers of the Series 2013 Bonds to be redeemed and the place at

which the Series 2013 Bonds are to be surrendered for payment, which is the principal office of the Registrar. Official notice of redemption having been given as aforesaid, the Series 2013 Bonds or portions thereof so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified and from and after such date (unless the City shall default in the payment of the Redemption Price) such Series 2013 Bonds or portions thereof shall cease to bear interest.

3.07. Mandatory Sinking Fund Redemption. The Series 2013A Bonds having Stated Maturities in 2029, 2033 and 2038 and the Series 2013B Bonds having Stated Maturities in 2026 and 2028 are subject to mandatory sinking fund redemption as set forth in this Section 3.07.

(a) The Series 2013A Bonds having Stated Maturities in 2029, 2033 and 2038 are subject to mandatory sinking fund redemption on July 1 in the respective years and the respective principal amounts set forth below in \$5,000 principal amounts selected by the Registrar, by lot or other manner it deems fair, at a Redemption Price equal to the principal amount thereof to be redeemed plus interest accrued to the Redemption Date:

Sinking Fund Payment Date <u>(July 1)</u>	Principal Amount on Sinking Fund <u>Payment Date</u>
2024	\$ 80,000
2025	80,000
2026	85,000
2027	90,000
2028	95,000
2029*	600,000
2030	\$625,000
2031	655,000
2032	685,000
2033*	720,000
2034	\$755,000
2035	795,000
2036	830,000
2037	875,000
2038*	915,000
	\$4,170,000.00

*Final maturity.

The principal amounts of the Series 2013A Bonds having Stated Maturities in 2029, 2033 and 2038 required to be redeemed on the above Sinking Fund Payment Dates shall be reduced by the principal amount of any such Series 2013A Bonds theretofore redeemed at the option of the City and not previously applied to reduce the principal amount of such Series 2013A Bonds on a Sinking Fund Payment Date.

If the Series 2013A Bonds having Stated Maturities in 2029, 2033 and 2038 are not previously purchased by the City in the open market or prepaid, \$600,000, \$720,000 and \$915,000, respectively, in principal amount of such Series 2013A Bonds would remain to mature in 2029, 2033 and 2038. The principal amount of the Series 2013A Bonds required to be redeemed on the above Sinking Fund Payment Dates shall be reduced by the principal amount of such Series 2013A Bonds theretofore redeemed at the option of this Council and as to which the City has not previously applied amounts to reduce the principal amount of such Series 2013A Bonds on a Sinking Fund Payment Date.

(b) The Series 2013B Bonds having Stated Maturities in 2026 and 2028 are subject to mandatory sinking fund redemption on July 1 in the respective years and the respective principal amounts set forth below in \$5,000 principal amounts selected by the Registrar, by lot or other manner it deems fair, at a Redemption Price equal to the principal amount thereof to be redeemed plus interest accrued to the Redemption Date:

Sinking Fund Payment Date <u>(July 1)</u>	Principal Amount on Sinking Fund <u>Payment Date</u>
2024	\$365,000
2025	390,000
2026*	410,000
2027	\$440,000
2028*	470,000

*Final maturity.

The principal amounts of the Series 2013B Bonds having Stated Maturities in 2026 and 2028 required to be redeemed on the above Sinking Fund Payment Dates shall be reduced by the principal amount of any such Series 2013B Bonds theretofore redeemed at the option of the City and not previously applied to reduce the principal amount of such Series 2013B Bonds on a Sinking Fund Payment Date.

If the Series 2013B Bonds having Stated Maturities in 2026 and 2028 are not previously purchased by the City in the open market or prepaid, \$410,000 and \$470,000, respectively, in principal amount of such Series 2013B Bonds would remain to mature in 2026 and 2028. The principal amount of the Series 2013B Bonds required to be redeemed on the above Sinking Fund Payment Dates shall be reduced by the principal amount of such Series 2013B Bonds theretofore redeemed at the option of this Council and as to which the City has not previously applied amounts to reduce the principal amount of such Series 2013B Bonds on a Sinking Fund Payment Date.

3.08. Execution and Delivery. The Series 2013 Bonds shall be forthwith prepared for execution under the direction of the City Clerk and shall be executed on behalf of the City by the signatures of the Mayor, the City Finance Director (or Assistant City Finance Director) and the City Clerk, provided that said signatures may be printed, engraved or lithographed facsimiles

thereof. The seal of the City need not be imprinted on or affixed to any Series 2013 Bond. In case any officer whose signature or a facsimile of whose signature shall appear on the Series 2013 Bonds shall cease to be such officer before the delivery thereof, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. When the Series 2013 Bonds have been so executed by said City officers, they shall be registered by the City Finance Director in accordance with Montana Code Annotated, Section 7-7-4257, as amended. Notwithstanding such execution, no Series 2013 Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until a certificate of authentication on such Series 2013 Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Series 2013 Bonds need not be signed by the same representative. The executed certificate of authentication on each Series 2013 Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. When the Series 2013 Bonds have been fully executed and authenticated, they shall be delivered by the Registrar to the Original Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Original Purchaser shall not be obligated to see to the application of the purchase price.

3.09. Securities Depository for the Series 2013 Bonds.

(a) For purposes of this Section 3.09, the following terms shall have the following meanings:

“Beneficial Owner” shall mean, whenever used with respect to a Series 2013 Bond, the person in whose name such Series 2013 Bond is recorded as the beneficial owner of such Series 2013 Bond by a Participant on the records of such Participant, or such person’s subrogee.

“Cede & Co.” shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Series 2013 Bonds.

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

“Participant” shall mean any broker-dealer, bank or other financial institution for which DTC holds Series 2013 Bonds as securities depository.

“Representation Letter” shall mean the Blanket Issuer Letter of Representations pursuant to which the City agrees to comply with DTC’s Operational Arrangements.

(b) The Series 2013 Bonds of each series shall be initially issued as separately authenticated fully registered Series 2013 Bonds, and one Series 2013 Bond shall be issued in the principal amount of each stated maturity of each series of the Series 2013 Bonds. Upon initial issuance, the ownership of such Series 2013 Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC. The Registrar and the City may treat DTC (or its nominee) as the sole and exclusive Owner of the Series 2013 Bonds registered in its name for the purposes of payment of the principal

of or interest on the Series 2013 Bonds, selecting the Series 2013 Bonds or portions thereof to be redeemed, if any, giving any notice permitted or required to be given to Owners of Series 2013 Bonds under this Resolution, registering the transfer of Series 2013 Bonds, and for all other purposes whatsoever; and neither the Registrar nor the City shall be affected by any notice to the contrary. Neither the Registrar nor the City shall have any responsibility or obligation to any Participant, any Person claiming a beneficial ownership interest in the Series 2013 Bonds under or through DTC or any Participant, or any other Person which is not shown on the Bond Register as being an Owner, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Series 2013 Bonds, with respect to any notice which is permitted or required to be given to Owners under this Resolution, with respect to the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Series 2013 Bonds, or with respect to any consent given or other action taken by DTC as Owner of the Series 2013 Bonds. So long as any Series 2013 Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Series 2013 Bond, and shall give all notices with respect to such Series 2013 Bond, only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and interest on the Series 2013 Bonds to the extent of the sum or sums so paid. No Person other than DTC shall receive an authenticated Series 2013 Bond for each separate stated maturity evidencing the obligation of the City to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Series 2013 Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event the City determines to discontinue the book-entry-only system for one or both series of Series 2013 Bonds, the City may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Series 2013 Bonds of such series in the form of certificates. In such event, the Series 2013 Bonds of such series will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Series 2013 Bonds of one or both series at any time by giving notice to the City and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Series 2013 Bonds of such series will be transferable in accordance with paragraph (e) hereof.

(d) The Representation Letter sets forth certain matters with respect to, among other things, notices, consents and approvals by Owners and Beneficial Owners and payments on the Series 2013 Bonds. The Registrar shall have the same rights with respect to its actions thereunder as it has with respect to its actions under this Resolution.

(e) In the event that any transfer or exchange of Series 2013 Bonds of a series is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Series 2013 Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in

accordance with the provisions of this Resolution. In the event Series 2013 Bonds in the form of certificates are issued to Owners other than Cede & Co., its successor as nominee for DTC as Owner of all the Series 2013 Bonds, or another securities depository as Owner of all the Series 2013 Bonds, the provisions of this Resolution shall also apply to all matters relating thereto, including, without limitation, the preparation of such Series 2013 Bonds in the form of Series 2013 Bond certificates and the method of payment of principal of and interest on such Series 2013 Bonds in the form of Series 2013 Bond certificates.

3.10. Form of Series 2013 Bonds. The Series 2013A Bonds shall be prepared in substantially the form set forth in Exhibit A hereto and the Series 2013B Bonds shall be prepared in substantially the form set forth in Exhibit B hereto, and by this reference are made a part hereof.

3.11. Application of Proceeds of Series 2013 Bonds. The City shall deposit the proceeds of the sale of the Series 2013 Bonds as follows:

- (a) The proceeds of the Series 2013A Bonds shall be deposited as follows:
 - (i) Deposit a sufficient amount to the Reserve Account as to cause the balance therein to equal the Reserve Requirement giving effect to the issuance of the Series 2013A Bonds; and
 - (ii) Deposit the balance of the proceeds of the Series 2013A Bonds in the Construction Account to be used to pay costs of the City Portion of the Empire Parking Garage and costs of issuance of the Series 2013A Bonds.
- (b) The proceeds of the Series 2013B Bonds shall be deposited as follows:
 - (i) Deposit a sufficient amount to the Reserve Account as to cause the balance therein to equal the Reserve Requirement giving effect to the issuance of the Series 2013B Bonds; and
 - (ii) Deposit the balance of the proceeds of the Series 2013B Bonds in the Construction Account to be used to pay costs of the Privately Owned Portion of the Empire Parking Garage and costs of issuance of the Series 2013B Bonds.

Section 4. Additional Bonds.

4.01. General Provisions. In addition to the Series 2013 Bonds, whose issuance and delivery is provided for in Section 3, Additional Bonds may at any time and from time to time be issued, sold and delivered by the City but only upon compliance with the conditions of Sections 6.02 and 6.03, whichever may be applicable, and upon filing with the City Clerk the following:

- (i) A Supplemental Resolution authorizing the issuance of such series of Additional Bonds and the sale thereof to the Original Purchaser or Purchasers named therein for the purchase price set forth therein.

(ii) A certificate executed by the Mayor and the City Finance Director stating that upon the issuance of such series of Additional Bonds, no default hereunder has occurred and is continuing which would not be cured upon the issuance of such series of Additional Bonds and application of the proceeds thereof.

(iii) An opinion of Bond Counsel (who may rely on factual representations of the City and which opinion may be qualified by customary qualifications and exceptions) stating that:

(A) all conditions precedent provided for in this Resolution relating to the issuance and delivery of such series of Additional Bonds have been complied with, including any conditions precedent specified in this Section 4.01; and

(B) the series of Additional Bonds when issued and delivered by the City will be valid and binding special, limited obligations of the City in accordance with their terms and entitled to the benefits of and secured by this Resolution.

Any Additional Bonds shall be dated, shall bear interest at a rate or rates not exceeding the maximum rate, if any, permitted by law, shall have Stated Maturities, and may be subject to redemption at such times and prices and on such terms and conditions, all as may be provided by the Supplemental Resolution authorizing their issuance. All Additional Bonds issued pursuant to Sections 4.02 and 4.03 shall be payable and secured ratably and equally and on a parity with the Series 2013 Bonds and any Additional Bonds theretofore issued, entitled to the same benefits and security of this Resolution.

4.02. Additional Bonds To Pay the Cost of Projects. Additional Bonds may be issued under this Section 4.02, at one time or from time to time, subject to the conditions provided in Section 4.01 and this Section 4.02, for the purpose of providing funds, with any other funds available and committed therefor, for paying the cost of one or more Projects and any expenses in connection with such financing.

Before any Additional Bonds shall be issued under this Section 4.02, the City shall adopt a Supplemental Resolution authorizing the issuance of such series of Additional Bonds and fixing the amount and the details thereof, and describing in brief and general terms the Projects to be acquired, constructed, altered or improved and estimating the costs thereof.

In addition, prior to the execution and delivery of any series of Additional Bonds under this Section 4.02, there shall be filed with the City Clerk:

(i) A certificate executed by the Mayor and the City Finance Director stating: (A) the estimated cost of the Projects being financed thereby, including an allowance for contingencies and all fees, expenses and financing costs, (B) the amount, if any, which will be required to be deposited in the Reserve Account in connection with the issuance of the Additional Bonds, (C) the amount, if any, which will be required to be credited to the Bond Account to pay interest on the

Additional Bonds prior to collection of sufficient Tax Increment available therefor, (D) the amount of Tax Increment received by the City in the last completed Fiscal Year, (E) the amount of the maximum Principal and Interest Requirements on the Outstanding Bonds and the Additional Bonds proposed to be issued for any future Fiscal Year during the term of the Outstanding Bonds, and (F) that the principal amount of such Additional Bonds is sufficient to provide for the payment of all estimated costs of Projects to be financed thereby and credits to the Reserve Account and the Bond Account as set forth above; and

(ii) a certificate executed by the Mayor and the City Finance Director stating that:

(A) the Tax Increment received by the City in the last completed Fiscal Year was equal to at least 130% of the maximum Principal and Interest Requirements for any future calendar year (during the term of the Outstanding Bonds) with respect to Outstanding Bonds and the Additional Bonds proposed to be issued; and

(B) the Tax Increment received by the City in the last completed Fiscal Year, adjusted as provided in this Section 4.02(b)(ii), was, and the Tax Increment estimated to be received in the next succeeding three Fiscal Years, adjusted as provided in Section 4.02(c), is estimated to be, equal to at least 140% of the maximum Principal and Interest Requirements for any future calendar year (during the term of the Outstanding Bonds) with respect to the Outstanding Bonds and the Additional Bonds proposed to be issued. For this purpose, the Tax Increment received by the City in the last completed Fiscal Year may be adjusted by adding any increase in Tax Increment which would have resulted from applying the aggregate tax rates of the Taxing Bodies effective for the last completed Fiscal Year to the value, as determined by certification of the County Assessor, of any projects which have been completed in the District before the date of issuance of the Additional Bonds and the taxable values of which as so completed are not included in the actual taxable value (as defined in the Act) of the District;

(C) For purposes of the foregoing paragraph (B), in estimating the Tax Increment to be received in any future Fiscal Year, the Mayor and the City Finance Director shall assume that: (1) 90% of the Taxes levied in the District will be collected in any Fiscal Year; (2) no Taxes delinquent in a prior Fiscal Year will be collected in any subsequent Fiscal Year; and (3) there will be no increase in the Tax Increment to be received in any future Fiscal Year resulting from projected inflation in property values or projected increases in Taxes.

This Council shall approve and confirm the findings and estimates set forth in the above-described certificates in the Supplemental Resolution authorizing the issuance of the Additional Bonds.

4.03. Additional Bonds for Refunding Purposes. Additional Bonds may be issued under this Section 4.03, at one time or from time to time, subject to the conditions provided in Section 4.01 and this Section 4.03, for the purpose of providing funds, with any other funds available and committed therefor, for paying at, or redeeming prior to, their Stated Maturities any Outstanding Bonds, including the payment of any redemption premium thereon and interest which will accrue on such Bonds to any Redemption Date or the Stated Maturities thereof, and any expenses in connection with such financing. Such Additional Bonds shall be designated substantially as the Bonds to be refunded, with the addition of the term “Refunding”.

Before any Additional Bonds shall be issued under this Section 4.03, the City shall adopt a Supplemental Resolution authorizing the issuance of such series of Additional Bonds and fixing the amount and the details thereof, and authorizing the redemption of all of the Outstanding Bonds to be refunded.

In addition, prior to the execution and delivery of any series of Additional Bonds under this Section 4.03, there shall be filed with the City Clerk:

(i) such documents as shall be required to show that provisions have been duly made in accordance with this Resolution for the redemption of all of the Outstanding Bonds to be refunded;

(ii) a report of an Independent Accountant to the effect that (a) the proceeds (excluding accrued interest but including any premium) of the Additional Bonds plus any moneys to be withdrawn from the Bond Account for such purpose, together with any other funds deposited for such purpose, will be not less than an amount sufficient to pay the Redemption Price on the Outstanding Bonds to be refunded, or (b) from such proceeds there shall be deposited in trust, Defeasance Obligations which do not permit the redemption thereof at the option of the issuer, the principal of and the interest on which when due and payable (or redeemable at the option of the holder thereof) will provide, together with any other moneys which shall have been deposited in trust irrevocably for such purpose, but without reinvestment, sufficient moneys to pay such principal, redemption premium and interest; and

If Additional Bonds are issued to refund Subordinate Obligations issued pursuant to Section 4.04, the conditions for the issuance of Additional Bonds pursuant to Section 4.02 be satisfied in lieu of this Section 4.03.

4.04. Subordinate Obligations. Except as provided in Sections 4.01, 4.02 and 4.03, no bonds, notes or other evidence of indebtedness of the City will be issued under or secured by the provisions of this Resolution, and no bonds, notes or other evidence of indebtedness will be made payable from the Bond Account, unless the pledge and appropriation of Tax Increment for the payment and security of such bonds, notes or other evidence of indebtedness is expressly subordinated to the pledge and appropriation made for the benefit and security of the Series 2013 Bonds and all Additional Bonds issued and to be issued under and secured by this Resolution in accordance with Sections 4.01, 4.02 and 4.03. In the event of the issuance of any such Subordinate Obligations, the principal, interest and redemption premiums thereon will be made

payable from one or more additional accounts created within the Tax Increment Funds for that purpose, and the balance of funds at any time on hand in any such accounts shall be available and shall be transferred whenever needed to meet the current requirements of the Bond Account and Reserve Account set forth in Sections 5.04 and 5.05.

Section 5. The Tax Increment Funds.

5.01. Bond Proceeds and Tax Increment Pledged and Appropriated. The City hereby establishes on its books and records three funds designated as the Tax Increment Capital Project Fund, the Tax Increment Debt Service Fund and the Tax Increment Development Fund (collectively, the “Tax Increment Funds”). The Tax Increment Funds shall be maintained as separate and special bookkeeping accounts on the official books and records of the City until all Bonds have been fully paid, or the City’s obligation with reference to all Bonds has been discharged as provided in this Resolution.

All proceeds of Bonds and all other funds hereafter received or appropriated for purposes of the Projects are appropriated to the Tax Increment Funds. All Tax Increment is irrevocably pledged and appropriated and shall be credited as received to the Tax Increment Debt Service Fund. Outstanding Bonds shall be secured by a first pledge of and lien on all of the Tax Increment and all other moneys from time to time in the Tax Increment Funds in the manner and to the extent provided in this Section 5. The City shall not issue any obligation or security superior to or on a parity with the Series 2013 Bonds, payable or secured, in whole or in part, from or by the Tax Increment other than Additional Bonds issued pursuant to Sections 4.01, 4.02 or 4.03, until all of the Bonds have been paid or discharged as provided herein. The Tax Increment Funds shall be subdivided into separate accounts as designated and described in Sections 5.03 to 5.06.

5.02. Tax Increment Receipts. All Tax Increment received by the City and credited to the Tax Increment Debt Service Fund, as required in Section 5.01, shall be credited as received as follows: (a) first, to the Interest Account, until the balance on hand in the Interest Account is at least equal to all interest on Bonds due and payable from the Interest Account within the next six full calendar months; (b) second, after any credit to the Interest Account required by the preceding clause, to the Sinking Fund Account, until the balance on hand in the Sinking Fund Account is at least equal to all principal of and premium, if any, on Bonds due and payable from the Sinking Fund Account (including amounts due and payable on a Sinking Fund Payment Date) within the next twelve full calendar months; (c) third, after any credit to the Interest Account or the Sinking Fund Account required by the preceding clauses, to the Reserve Account until the balance on hand in the Reserve Account is equal to the Reserve Requirement; and (d) fourth, after any credit to the Interest Account, the Sinking Fund Account or the Reserve Account required by the preceding clauses, to the Tax Increment Development Fund.

5.03. Construction Account. For each Project there shall be a separate Construction Account within the Tax Increment Capital Project Fund, to be used only to pay allowed costs as incurred, which under accepted accounting principles are costs of the particular Project, including but not limited to payments due for work and materials performed and delivered under construction contracts, architectural, engineering, inspection, supervision, fiscal and legal expenses, the cost of lands and easements, interest accruing on Bonds during the period of

construction of a Project financed thereby and for a period of time thereafter authorized by the Act and deemed necessary by this Council, if and to the extent that the Interest Account is not sufficient for payment of such interest, reimbursement of any loans or advances made from other City funds, and all other expenses incurred in connection with the acquisition, construction and financing of the Project. To the Construction Account shall be credited as received all proceeds of Bonds issued to finance such Project, except amounts otherwise appropriated in Section 3.11 or in a Supplemental Resolution or received from Additional Bonds issued to refund Outstanding Bonds pursuant to Section 4.03 and all other funds appropriated by the City for the Project, and all income received from the investment of the Construction Account. Upon completion of any Project and payment of the cost thereof, the City may transfer any money then remaining in the Construction Account for that Project to the Interest Account.

5.04. Bond Account. The Bond Account is hereby established as a special account within the Tax Increment Debt Service Fund. There are hereby established within the Bond Account two separate subaccounts, designated as the Interest Account and the Sinking Fund Account.

(a) Interest Account. There shall be credited to the Interest Account the following amounts: (i) any amount specified in any Supplemental Resolution to be credited to the Interest Account; and (ii) from the Tax Increment as received by the City, the amount specified in clause (a) of Section 5.02.

On or before each Interest Payment Date, the City shall withdraw from the Interest Account an amount sufficient to pay the interest coming due on the Bonds on such Interest Payment Date, and shall use such amount to pay, or make provision with the Registrar for the payment of, interest on the Bonds on such Interest Payment Date.

If on any Interest Payment Date the balance in the Interest Account is not sufficient to pay the total amount of interest due on such Interest Payment Date, the City shall transfer any money then on hand in the Tax Increment Development Fund, the Construction Account, the Reserve Account or the Sinking Fund Account, in the order listed and in an amount equal to such deficiency, to the Interest Account.

All income derived from the investment of amounts in the Interest Account shall be credited as received to the Interest Account.

(b) Sinking Fund Account. There shall be credited to the Sinking Fund Account the following amounts: (i) any amount specified in a Supplemental Resolution to be credited to the Sinking Fund Account; and (ii) from the Tax Increment as received by the City, the amount specified in clause (b) of Section 5.02.

Amounts on hand in the Sinking Fund Account shall be used on any Interest Payment Date to make up a deficiency in the Interest Account, if and to the extent required by the third subparagraph of paragraph (a) of this Section 5.04.

On or before each Principal Payment Date, the City shall withdraw from the Sinking Fund Account an amount sufficient to pay the principal due on the Bonds on

such Principal Payment Date, and shall use such amount to pay, or make provision with the Registrar for the payment of, principal of the Bonds on such Principal Payment Date.

If on any Principal Payment Date the balance in the Sinking Fund Account is not sufficient to pay the total amount of principal due on such Principal Payment Date, the City shall transfer any money then on hand in the Tax Increment Development Fund or the Reserve Account, in the order listed and in an amount equal to such deficiency, to the Sinking Fund Account.

All income derived from the investment of amounts in the Sinking Fund Account shall be credited as received to the Sinking Fund Account.

5.05. Reserve Account. The Reserve Account is hereby established as a special account within the Tax Increment Debt Service Fund. There shall be credited to the Reserve Account the following amounts: (i) \$969,000 from proceeds of the Series 2013 Bonds, as provided in Section 3.11; (ii) any amount specified in any Supplemental Resolution to be credited to the Reserve Account; (iii) from the Tax Increment as received by the City, the amount specified in clause (c) of Section 5.02; and (iv) any other amounts appropriated from time to time to the Reserve Account.

If on any Interest Payment Date or on any Principal Payment Date there shall exist, after the transfers thereto of any money then on hand in the Tax Increment Development Fund and the Construction Account, as applicable, a deficiency in the Interest Account or Sinking Fund Account, the City shall transfer from the Reserve Account to such account an amount equal to such deficiency.

All income derived from the investment of amounts in the Reserve Account shall be credited as received to the Reserve Account until such time as the balance in the Reserve Account is equal to the Reserve Requirement, and thereafter all such investment income as received shall be transferred to the Sinking Fund Account.

Money in the Reserve Account shall be used only to pay when due principal of, premium, if any, and interest on Outstanding Bonds when the balance on hand in the Bond Account is insufficient therefor; provided that on any date when the balance then on hand in the Bond Account allocable to a series of Bonds, plus the balance then on hand in the Reserve Account allocable to the series of Bonds, is sufficient with other money available to pay or discharge all Outstanding Bonds of that series and the interest accrued thereon in full, and the balance thereafter on hand in the Reserve Account will be at least equal to the Reserve Requirement for all Outstanding Bonds not to be discharged, it may be used for that purpose.

If at any time the balance in the Reserve Account exceeds the Reserve Requirement, the City shall transfer such excess to the Sinking Fund Account.

5.06. Tax Increment Development Fund. There shall be credited to the Tax Increment Development Fund any and all Tax Increment remaining after the required credits to the Bond Account and Reserve Account and any investment income and other moneys in any of the accounts within the Tax Increment Funds in excess of the requirements of said accounts and which the City determines in its discretion to transfer to the Tax Increment Development Fund.

Money from time to time on hand in the Tax Increment Development Fund shall be transferred to the Bond Account and Reserve Account as provided by Sections 5.04 and 5.05 and may be used for any of the following purposes and not otherwise:

- (a) to be transferred to the Construction Account to pay costs authorized to be paid therefrom;
- (b) to pay administrative costs of the City and the District and costs incurred in connection with urban renewal projects (as defined in the Act) within the District as authorized by the Act (including any loans or advances therefor made from other City funds);
- (c) to pay, redeem, discharge or otherwise secure Subordinate Obligations (including the Zootist Subordinate Obligation) in accordance with the provisions of this Resolution or any Supplemental Resolution;
- (d) to purchase Bonds on the open market;
- (e) to redeem or discharge Bonds prior to their Stated Maturities in accordance with this Resolution or any Supplemental Resolution;
- (f) to make payments of arbitrage rebate to the United States of America pursuant to Section 148(f) of the Code in respect of any series of Bonds; and
- (g) to pay other Taxing Bodies a portion of the annual Tax Increment received by the City, pursuant to an agreement with respect thereto as authorized by the Act; provided, however, no such agreement shall require or permit the City to remit to any other Taxing Bodies any portion of the annual Tax Increment received in a Fiscal Year and on deposit in the Tax Increment Development Fund unless (1) the balance in the Reserve Account as of the date of the remittance is not less than the Reserve Requirement; and (2) there is no default under the provisions of this Resolution as evidenced by a certificate of the City Finance Director filed with the City Clerk as of the date of remittance.

5.07. Investments. The City Finance Director shall cause all moneys from time to time in the Tax Increment Funds to be deposited as received with one or more depository banks duly qualified in accordance with the provisions of Montana Code Annotated, Section 7-6-201, as amended, and shall cause the balances in such accounts, except any part thereof covered by federal deposit insurance, to be secured by the pledge of bonds or securities of the kinds required by law, and no money shall at any time be withdrawn from such deposit accounts except for the purposes of the Tax Increment Funds as defined and authorized by this Resolution. The funds to the credit of the several accounts within the Tax Increment Funds may be commingled in one or more deposit accounts. The balance on hand in any of the accounts of the Tax Increment Funds may at any time be invested and reinvested in Qualified Investments as provided below, maturing and bearing interest payable at the times and in the amounts estimated to be required to provide cash when needed for the purposes of the respective accounts; provided that the Reserve Account and Tax Increment Development Fund shall be invested in Qualified Investments maturing not later than five years from the date of investment. Income from the investment of

the moneys in the various accounts shall be credited thereto. Subject to the provisions of law now or hereafter controlling investment of such funds, money on hand in any of the accounts of the Tax Increment Funds may be invested in any of the following Qualified Investments, but no others:

- (a) direct obligations of or obligations guaranteed by the United States of America;
- (b) bank time deposits or certificates of deposit secured by obligations and securities described in clause (a) above; and
- (c) the short-term investment pool administered by the Board of Investments of the State of Montana or any successor investment pool created pursuant to Montana law.

Section 6. Continuing Disclosure.

(a) Purpose and Beneficiaries. To provide for the public availability of certain information relating to the Bonds and the security therefor and to permit participating underwriters in the primary offering of the Bonds to comply with paragraph (b)(5) of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the “Rule”), the City hereby makes the following covenants and agrees, for the benefit of the Owners (as hereinafter defined) from time to time of the outstanding Bonds, to provide annual reports of specified information and notice of the occurrence of certain events to the Municipal Securities Rulemaking Board (“MSRB”) through its Electronic Municipal Market Access system website (“EMMA”), as hereinafter described (the “Disclosure Covenants”). The City is the only “obligated person” in respect of the Bonds within the meaning of the Rule for purposes of identifying the entities in respect of which continuing disclosure must be made.

If the City fails to comply with the Disclosure Covenants, any person aggrieved thereby, including the Owners of any outstanding Bonds, may take whatever action at law or in equity may appear necessary or appropriate to enforce performance and observance of the Disclosure Covenants, including an action for a writ of mandamus or specific performance. Direct, indirect, consequential and punitive damages shall not be recoverable for any default hereunder. Notwithstanding anything to the contrary contained in the Disclosure Covenants, in no event shall a default under this Section 6 constitute a default under the Bonds or under any other provision of this Resolution.

As used in this Section 6, “Owner” means, in respect of a Bond, the registered owner or owners thereof appearing in the Bond Register maintained by the Registrar or any Beneficial Owner (as hereinafter defined) thereof, if such Beneficial Owner provides to the Registrar evidence of such beneficial ownership in form and substance reasonably satisfactory to the Registrar. As used in this Section 6, “Beneficial Owner” means, in respect of a Bond, any person or entity that (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, such Bond (including persons or entities holding Bonds through

nominees, depositories or other intermediaries), or (ii) is treated as the owner of the Bond for federal income tax purposes.

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

(i) on or before 365 days after the end of each fiscal year of the City, commencing with the fiscal year ending June 30, 2013, the following financial information and operating data in respect of the City (the “Disclosure Information”):

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

(B) To the extent not included in the financial statements referred to in paragraphs (A) above, the information of the type set forth below:

(1) the value of property in the District in a format similar to the table in the Official Statement under “Value of Property and Tax Increment of the District;”

(2) Tax Increment available for debt service and debt service coverage in a format similar to that shown in the Official Statement under “District Financial Statements” and “Estimated Revenue to Pay Debt Service, Debt Service Requirements, and Coverage—Revenue Available and Debt Service Coverage;”

(3) a description of any additional borrowing or future financing of the City payable from Tax Increment;

(4) mill levy rates for the then current fiscal year in format similar to that shown in the Official Statement under “Mill Levies in the District;” and

(5) a list of the major taxpayers in the District for the then current fiscal year in a format similar to the table in the Official Statement under “Top Ten Taxpayers in the District.”

Notwithstanding anything in this Section 6, if the audited financial statements are not available by the date specified, the City shall provide on or before such date unaudited financial statements in the format required for the audited financial statements as part of the Disclosure Information and, within ten days after the receipt thereof, the City shall provide the audited financial statements.

Any or all of the Disclosure Information may be incorporated, if it is updated as required hereby, by reference from other documents, including official statements, which have been submitted to the MSRB in the manner set forth in subsection (c) hereof. The City shall clearly identify in the Disclosure Information in each document so incorporated by reference.

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

If the Disclosure Information is changed or the Disclosure Covenants are amended, then the City shall include in the next Disclosure Information to be delivered pursuant to this Section 6, to the extent necessary, an explanation of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided.

(2) In a timely manner not in excess of ten business days, notice of the occurrence of any of the following events:

- (A) principal and interest payment delinquencies;
- (B) non-payment related defaults, if material;
- (C) unscheduled draws on debt service reserves reflecting financial difficulties;
- (D) unscheduled draws on credit enhancements reflecting financial difficulties;
- (E) substitution of credit or liquidity providers, or their failure to perform;
- (F) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or

- determinations with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;
- (G) modifications to rights of holders of the Bonds, if material;
- (H) bond calls, if material, and tender offers;
- (I) defeasances;
- (J) release, substitution or sale of property securing repayment of the Bonds, if material;
- (K) rating changes;
- (L) bankruptcy, insolvency, receivership, or similar event of the obligated person;
- (M) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (N) appointment of a successor or additional trustee or the change of name of a trustee, if material.

An event is “material” if it is an event as to which a substantial likelihood exists that a reasonably prudent investor would attach importance thereto in deciding to buy, hold or sell a Bond or, if not disclosed, would significantly alter the total information otherwise available to an investor from the Official Statement, information disclosed in this Resolution or information generally available to the public. Notwithstanding the foregoing sentence, an event is also “material” if it is an event that would be deemed material for purposes of the purchase, holding or sale of a Bond within the meaning of applicable federal securities laws, as interpreted at the time of discovery of the occurrence of the event.

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

- (A) the failure of the City to provide the Disclosure Information described above under “—Annual Information” at the time specified thereunder;
- (B) the amendment or supplementing of the Disclosure Covenants, together with a copy of such amendment or supplement and any explanation provided by the City;
- (C) the termination of the obligations of the City under the Disclosure Covenants; and
- (D) any change in the fiscal year of the City.

(c) Manner of Disclosure. The City agrees to make available the information described in subsection (b) hereof to the MSRB via EMMA or in a manner as may be

otherwise proscribed by the MSRB consistent with the Rule. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(d) Term; Amendments; Interpretation.

(i) The Disclosure Covenants shall remain in effect so long as any Bonds are outstanding.

(ii) The Disclosure Covenants (and the form and requirements of the Disclosure Information) may be amended or supplemented by the City from time to time, without notice to (except as provided in paragraph (c)(3) hereof) or the consent of the Owners of any Bonds, by a resolution of this Council filed in the office of the recording officer of the City accompanied by an opinion of Bond Counsel, who may rely on certificates of the City and others and the opinion may be subject to customary qualifications, to the effect that such amendment or supplement (A) is made in connection with a change in circumstances that arises from a change in law or regulation or a change in the identity, nature or status of the City or the type of operations conducted by the City, or (B) is required by, or better complies with, the provisions of paragraph (b)(5) of the Rule, assuming that such provisions apply to the Bonds.

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

(iii) The Disclosure Covenants are entered into to comply with the continuing disclosure provisions of the Rule and should be construed so the undertaking would satisfy the requirements of paragraph (b)(5) of the Rule.

Section 7. Tax Covenants and Certifications.

7.01. Use of City Owned Portion of Empire Parking Garage. The City Owned Portion of the Empire Parking Garage is and will be owned and operated by the City and used by the City to provide parking to members of the general public. No user of the City Owned Portion of the Empire Parking Garage is granted any concession, license or special arrangement with respect thereto. The City shall not enter into any lease, use or other agreement with any nongovernmental person relating to the use of the City Owned Portion of the Empire Parking Garage Project or security for the payment of the Series 2013A Bonds which might cause the Series 2013A Bonds to be considered “private activity bonds” or “private loan bonds” within the meaning of Section 141 the Code.

7.02. General Covenant. The City covenants and agrees with the Owners from time to time of the Series 2013A Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Series 2013A Bonds to become includable in gross income for federal income tax purposes under the Code and applicable Treasury Regulations (the “Regulations”), and covenants to take any and all actions

within its powers to ensure that the interest on the Series 2013A Bonds will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

7.03. Arbitrage Certification. The Mayor, the City Finance Director (or Assistant City Finance Director) and the City Clerk being the officers of the City charged with the responsibility for issuing the Series 2013A Bonds pursuant to this Resolution, are authorized and directed to execute and deliver to the Original Purchaser a certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating that on the basis of facts, estimates and circumstances in existence on the date of issue and delivery of the Series 2013A Bonds, it is reasonably expected that the proceeds of the Series 2013A Bonds will not be used in a manner that would cause the Series 2013A Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code and the Regulations.

7.04. Arbitrage Rebate. The City acknowledges that the Series 2013A 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 Series 2013A Bonds from gross income for federal income tax purposes, unless the Series 2013A Bonds qualify for the exception from the rebate requirement under Section 148(f)(4)(B) of the Code and no “gross proceeds” of the Series 2013A Bonds (other than amounts constituting a “bona fide debt service fund”) arise during or after the expenditure of the original proceeds thereof. In furtherance of the foregoing, the Mayor, the City Finance Director (or Assistant City Finance Director) and the City Clerk are hereby authorized and directed to execute a Rebate Certificate, substantially in the form to be prepared by Bond Counsel, and the City hereby covenants and agrees to observe and perform the covenants and agreements contained therein, unless amended or terminated in accordance with the provisions thereof.

7.05. Information Reporting. The City shall file with the Secretary of the Treasury, not later than August 15, 2013, a statement concerning the Series 2013A Bonds containing the information required by Section 149(e) of the Code.

Section 8. Other Covenants of City.

8.01. Punctual Payment. Subject to Section 2.02, the City will duly and punctually pay or cause to be paid the principal of, premium, if any, and interest on the Bonds in accordance with the terms of this Resolution and any applicable Supplemental Resolution and of the Bonds, and it will faithfully observe and perform all of the conditions, covenants and requirements of this Resolution and all Supplemental Resolutions and of the Bonds. Nothing herein contained shall prevent the City from making advances of its own moneys however derived to any of the uses or purposes referred to herein, nor shall be deemed or constitute a pledge or appropriation of funds or assets of the City other than those expressly pledged or appropriated hereby. The City further covenants that it will promptly deposit or cause to be deposited all Tax Increment it receives into the Tax Increment Debt Service Fund, as set forth in Section 5.02.

8.02. Accumulation of Claims of Interest. In order to prevent any accumulation of claims for interest after maturity, the City will not, directly or indirectly, extend or consent to the

extension of the time for the payment of any claim for interest on any of the Bonds and will not, directly or indirectly, be a party to or approve any such arrangements by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the City, such interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Resolution, except subject to the prior payment in full of the principal of all of the Bonds then outstanding and of all claims for interest which shall not have been so extended or funded.

8.03. Against Encumbrances. The City will not encumber, pledge or place any charge or lien upon any of the Tax Increment superior to or on a parity with the pledge and lien herein created for the benefit of the Bonds.

8.04. Management and Operation of Properties. The City will manage and operate or cause to be managed and operated all Projects owned by the City in a sound and businesslike manner, and will keep all Projects owned by the City insured at all times in conformity with sound business practice.

8.05. Books and Accounts; Financial Statements. The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the Tax Increment and the Tax Increment Debt Service Fund and the Tax Increment Development Fund. Such books of record and accounts shall be at all times during business hours subject to the inspection of the Owners of not less than ten percent (10%) of the principal amount of Outstanding Bonds, or their representatives authorized in writing.

8.06. Completion of Projects. The City will commence, and will continue to completion, with all practicable dispatch all Projects undertaken in the District in conformity with the Ordinance and the Act.

8.07. Further Assurances. The City will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the rights and benefits provided in this Resolution.

8.08. Amendment of Ordinance. Except to authorize additional Projects, the City will not amend or modify the Ordinance or reduce the size of the District if an effect thereof will be to materially and adversely affect the security of the Outstanding Bonds.

8.09. Adjustment of Base Taxable Value. The City shall not adjust the "base taxable value" of the District pursuant to Section 7-15-4287 of the Act so long as any Bonds are Outstanding.

8.10. Federal Tax Exemption. The City will not use the proceeds of any Bonds or use or permit the use of any Project financed from the proceeds of the Bonds or revenues derived therefrom in such a way as to cause any exemption from federal income taxation of interest on any Bonds to become adversely affected.

8.11. Pledge of Replacement Revenues. In the event the Constitution or laws of the State are amended to abolish or substantially reduce or eliminate real or personal property taxation and State law then or thereafter provides to the City an alternate or supplemental source or sources of revenue specifically to replace or supplement reduced or eliminated Tax Increment, then the City pledges, and covenants to appropriate annually, subject to the limitations of then applicable law, to the Bond Account from such alternate or supplemental revenues an amount that will, with money on hand in the Bond Account or available and to be transferred to the Bond Account during such Fiscal Year, be sufficient to pay the principal of, premium, if any, and interest on the Outstanding Bonds payable in that Fiscal Year.

8.12. Owners' Rights. No Owner of any Bond issued and secured under the provisions of this Resolution shall have the right to institute any proceeding, judicial or otherwise, for the enforcement of the covenants herein contained, without the written concurrence of the Owners of not less than 25% in aggregate principal amount of all Bonds which are at the time Outstanding; but the Owners of this amount of such Bonds may, either at law or in equity, by suit, action or other proceedings, protect and enforce the rights of all Owners of such Bonds and compel the performance of any and all of the covenants required herein to be performed by the City and its officers and employees. The Owner of a majority in principal amount of such Outstanding Bonds shall have the right to direct the time, method and place of conducting any proceedings for any remedy available to the Owners or the exercise of any power conferred on them, and the right to waive a default in the performance of any such covenant, and its consequences, except a default in the payment of the principal of or interest on any Bond when due. However, nothing herein shall impair the absolute and unconditional right of the Owner of each Bond to receive payment of the principal of and interest on such Bond as such principal and interest respectively become due, and to institute suit for the enforcement of any such payment. In the event of default in any such payment, any court having jurisdiction of the action may appoint a receiver to administer the Tax Increment Funds and to collect and segregate and apply the Tax Increment and other revenues pledged thereto as provided by this Resolution or any Supplemental Resolution and the Act.

Section 9. Supplemental Resolutions.

9.01. General. The City reserves the right to adopt Supplemental Resolutions to this Resolution from time to time and at any time, for the purpose of curing any ambiguity or of curing, correcting or supplementing any defective provision contained herein, or of making such provisions with regard to matters or questions arising hereunder as the City may deem necessary or desirable and not inconsistent with this Resolution, and which shall not adversely affect the interests of the Owners of Bonds issued hereunder, or for the purpose of adding to the covenants and agreements herein contained, or to the Tax Increment herein pledged, other covenants and agreements thereafter to be observed and additional revenues or income thereafter appropriated to the Tax Increment Funds, or for the purpose of surrendering any right or power herein reserved to or conferred upon the City, or for the purpose of authorizing the creation and issuance of a series of Additional Bonds, as provided in and subject to the conditions and requirements of Section 4. Any such Supplemental Resolution may be adopted by resolution, without the consent of the Owner of any of the Bonds issued hereunder.

9.02. Consent of Owners. With the consent of the Owners of a majority in principal amount of Outstanding Bonds affected thereby as provided in Section 9.04, the City may from time to time and at any time adopt a Supplemental Resolution for the purpose of amending this Resolution by adding any provisions hereto or changing in any manner or eliminating any of the provisions hereof or of any Supplemental Resolution, except that no Supplemental Resolution shall be adopted at any time without the consent of the Owners of all Outstanding Bonds affected thereby, if it would extend the time of payment of interest thereon, would reduce the amount of the principal thereof or redemption premium thereon, would give to any Bond or Bonds any privilege over any other Bond or Bonds (except for the privilege accorded Bonds over Subordinate Obligations), would reduce the sources of Tax Increment or other revenues or income appropriated to the Tax Increment Funds, or would reduce the percentage in principal amount of such Bonds required to authorize or consent to any such Supplemental Resolution.

9.03. Notice. Notice of a Supplemental Resolution to be adopted pursuant to Section 9.02 shall be mailed by first-class mail, postage prepaid, to the Owners of all Outstanding Bonds at their addresses appearing in the Bond Register and shall become effective only upon the filing of written consents with the City Clerk, signed by the Owners of not less than a majority in principal amount of Outstanding Bonds affected thereby. Any written consent to the Supplemental Resolution may be embodied in and evidenced by one or any number of concurrent written instruments of substantially similar tenor signed by Owners thereof in person or by agent duly appointed in writing, and shall become effective when delivered to the City Clerk. Any consent by the Owner of any Bond shall bind that Owner and every future Owner of the same Bond with respect to any Supplemental Resolution adopted by the City pursuant to such consent; provided that any Owner may revoke his consent with reference to any Bond by written notice received by the City Clerk before the Supplemental Resolution has become effective. In the event that unrevoked consents of the Owners of the required amount of Bonds have not been received by the City Clerk within one year after the publication of notice of the Supplemental Resolution, the Supplemental Resolution and all consents theretofore received shall be of no further force and effect.

9.04. Manner of Consent. Proof of the execution of any consent, or of a writing appointing any agent to execute the same, shall be sufficient for any purpose of this Resolution and shall be conclusive in favor of the City if made in the manner provided in this Section 9.04. The fact and date of the execution by any Person of any such consent or appointment may be proved by the affidavit of a witness of such execution or by the certification of any notary public or other officer authorized by law to take acknowledgment of deeds, certifying that the Person signing it acknowledged to him the execution thereof. The fact and date of execution of any such consent may also be proved in any other manner which the City may deem sufficient; but the City may nevertheless, in its discretion, require further proof in cases where it deems further proof desirable. The ownership of any Bonds shall be proved by the Bond Register.

Section 10. Defeasance or Discharge.

10.01. General. When the liability of the City on all Bonds issued under and secured by this Resolution and all interest thereon has been discharged as provided in this Section 10, all pledges, covenants and other rights granted by this Resolution to the Owners of such Bonds shall cease.

10.02. Maturity. The City may discharge its liability with reference to all Bonds and interest thereon which are due on any date by depositing with the Registrar for such Bonds on or before the date a sum sufficient for the payment thereof in full; or if any Bond or interest thereon shall not be paid when due, the City may nevertheless discharge its liability with reference thereto by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

10.03. Redemption. The City may also discharge its liability with reference to any Bonds which are called for redemption on any date in accordance with their terms, by depositing with the Registrar on or before that date an amount equal to the principal, interest and redemption premium, if any, which are then due thereon; provided that notice of such redemption has been duly given as provided in this Resolution.

10.04. Escrow. The City may also at any time discharge its liability in its entirety with reference to any Bond subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank qualified by law as an escrow agent for this purpose, cash or Defeasance Obligations which are authorized by law to be so deposited, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without reinvestment, to provide funds sufficient to pay all principal, interest and redemption premiums, if any, to become due on such Bond at its Stated Maturity or, if such Bond is prepayable and notice of redemption thereof has been given or irrevocably provided for, to such earlier Redemption Date.

Section 11. Certification of Proceedings. The officers of the City are hereby authorized and directed to prepare and furnish to the Original Purchaser and to Dorsey & Whitney LLP, Bond Counsel, certified copies of all proceedings and records of the City, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Bonds as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

Section 12. Repeals and Effective Date.

12.01. Repeal. All provisions of other resolutions and other actions and proceedings of the City and this Council that are in any way inconsistent with the terms and provisions of this Resolution are repealed, amended and rescinded to the full extent necessary to give full force and effect to the provisions of this Resolution.

12.02. Effective Date. This Resolution shall take effect immediately upon its passage and adoption by this Council.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, this
25th day of March, 2013.

Mayor

Attest: _____
City Clerk

(SEAL)

EXHIBIT A

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF YELLOWSTONE

CITY OF BILLINGS, MONTANA

**TAX INCREMENT URBAN RENEWAL REVENUE BONDS
(EXPANDED NORTH 27TH STREET URBAN RENEWAL AREA)
(TAX-EXEMPT) SERIES 2013A**

No. _____ \$ _____

<u>Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	July 1,	April 1, 2013	090095

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS AND NO/100

FOR VALUE RECEIVED, THE CITY OF BILLINGS, YELLOWSTONE COUNTY, STATE OF MONTANA (the "City"), acknowledges itself to be indebted and hereby promises to pay to the registered owner named above, or registered assigns, the principal amount specified above on the maturity date specified above or, if this Bond is prepayable as stated herein, on any date prior thereto on which this Bond shall have been duly called for redemption, and to pay interest on said principal amount to the registered owner hereof from the Date of Original Issue set forth above or from such later date to which interest has been paid or duly provided for until this Bond is paid or, if this Bond is prepayable, until it has been duly called for redemption, at the rate specified above. Principal of this Bond is payable upon presentation and surrender hereof to U.S. Bank National Association, of Seattle, Washington, as registrar, transfer agent and paying agent, or its successor designated under the Resolution described herein (the "Registrar") at its operations center in St. Paul, Minnesota. The interest on this Bond shall be payable on January 1 and July 1 in each year, commencing January 1, 2014. Interest on the Series 2013A Bonds shall be payable to the owners of record thereof as such appear on the Bond Register as of the close of business on the 15th day of the month immediately preceding each interest payment date, whether or not such day is a Business Day. Interest on, and upon presentation and surrender thereof, the principal of each Bond shall be payable by check or draft issued by the Registrar described herein.

The principal of and interest on this Bond are payable in lawful money of the United States of America. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

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

This Bond is one of a duly authorized issue of Bonds of the City designated as “Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area)” (collectively, the “Bonds”), issued and to be issued in one or more series under, and all equally and ratably secured by Resolution No. [___], adopted by the City Council on March 25, 2013 (as amended or supplemented in accordance with the provisions thereof, the “Resolution”), to which Resolution, copies of which are on file with the City, reference is hereby made for a description of the nature and extent of the security, the respective rights thereunder of the Owners of the Bonds and the City and the terms upon which the Bonds are to be issued and delivered. As provided in the Resolution, the Bonds are issuable in series which may vary as in the Resolution provided or permitted. This Bond is one of the series specified in its title, issued in the aggregate principal amount of \$7,885,000 (the “Series 2013A Bonds”), all of like date of original issue and tenor except as to serial number, denomination, date, interest rate, maturity date and redemption privilege. The Series 2013A Bonds are issued by the City, together with the Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area (Taxable) Series 2013B, issued in the aggregate principal amount of \$5,325,000 (the “Series 2013B Bonds”), for the purpose of financing a portion of the costs of an urban renewal project (as defined in the Act) within the City’s Expanded North 27th Street Urban Renewal Area (the “District”). Capitalized terms used herein but not otherwise defined shall have the respective meanings given such terms in the Resolution.

The Series 2013A Bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Montana, particularly Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended (the “Act”), and pursuant to the Resolution. The Bonds are payable solely and ratably from Tax Increment received by the City and resulting from the extension of ad valorem taxes levied by certain Taxing Bodies against the incremental taxable value of properties within the District pursuant to the Act, except that under certain conditions as described in the Resolution, the Bonds may be payable from replacement revenues, if any, provided in the event of the abolition or substantial elimination of property taxation in Montana.

The Bonds are not general obligations of the City and the City’s general credit and taxing powers are not pledged to the payment of the Bonds or the interest thereon. The Bonds shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitations.

The Series 2013A Bonds with Stated Maturities on or after July 1, 2023 are subject to redemption on January 1, 2023 and any date thereafter, at the option of the City, in whole or in part, and if in part from such Stated Maturities and in such principal amounts as the City may designate in writing to the Registrar (or, if no designation is made, in inverse order of maturities and within a maturity in \$5,000 principal amounts selected by the Registrar by lot or other

manner it deems fair), at a redemption price equal to the principal amount thereof and interest accrued to the redemption date, without premium.

The Series 2013A Bonds having Stated Maturities in 2029, 2033 and 2038 are subject to mandatory sinking fund redemption on July 1 in the respective years and the respective principal amounts set forth below in \$5,000 principal amounts selected by the Registrar, by lot or other manner it deems fair, at a Redemption Price equal to the principal amount thereof to be redeemed plus interest accrued to the Redemption Date:

Sinking Fund Payment Date <u>(July 1)</u>	Principal Amount on Sinking Fund <u>Payment Date</u>
2024	\$ 80,000
2025	80,000
2026	85,000
2027	90,000
2028	95,000
2029*	600,000
2030	\$625,000
2031	655,000
2032	685,000
2033*	720,000
2034	\$755,000
2035	795,000
2036	830,000
2037	875,000
2038*	915,000

*Final maturity.

The principal amounts of the Series 2013A Bonds having Stated Maturities in 2029, 2033 and 2038 required to be redeemed on the above Sinking Fund Payment Dates shall be reduced by the principal amount of any such Series 2013A Bonds theretofore redeemed at the option of the City and not previously applied to reduce the principal amount of such Series 2013A Bonds on a Sinking Fund Payment Date.

If the Series 2013A Bonds having Stated Maturities in 2029, 2033 and 2038 are not previously purchased by the City in the open market or prepaid, \$600,000, \$720,000 and \$915,000, respectively, in principal amount of such Series 2013A Bonds would remain to mature in 2029, 2033 and 2038. The principal amount of the Series 2013A Bonds required to be redeemed on the above Sinking Fund Payment Dates shall be reduced by the principal amount of such Series 2013A Bonds theretofore redeemed at the option of this Council and as to which the City has not previously applied amounts to reduce the principal amount of such Series 2013A Bonds on a Sinking Fund Payment Date.

As provided in the Resolution and subject to certain limitations set forth therein, this Series 2013A Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his attorney; and may also be surrendered in exchange for Series 2013A Bonds of other authorized denominations. Upon any such transfer or exchange, the City will cause a new Series 2013A Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

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

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Montana and ordinances and resolutions of the City to be done, to exist, to happen and to be performed in order to make this Series 2013A Bond a valid and binding special, limited obligation of the City in accordance with its terms have been done, do exist, have happened and have been performed as so required; that this Series 2013A Bond has been issued by the City in connection with an urban renewal project (as defined in the Act); that the City, in and by the Resolution, has validly made and entered into covenants and agreements with and for the benefit of the Owners from time to time of all Bonds issued thereunder, including covenants that it will pledge, appropriate and credit the Tax Increment to the Tax Increment Debt Service Fund of the City; that Additional Bonds may be issued and made payable from the Tax Increment Debt Service Fund on a parity with the Series 2013A Bonds and the Series 2013B Bonds upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Tax Increment, unless the lien thereof shall be expressly made subordinate to the lien of the Series 2013A Bonds and the Series 2013B Bonds on the Tax Increment; that all provisions for the security of the Owners of the Bonds as set forth in the Resolution will be punctually and faithfully performed as therein stipulated; and that the issuance of the Series 2013A Bonds does not cause the obligations of the City to exceed any constitutional or statutory limitation of indebtedness.

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

IN WITNESS WHEREOF, the City of Billings, Montana, by its City Council, has caused this Bond to be executed by the facsimile signatures of the Mayor, the City Finance Director and the City Clerk, and by a printed facsimile of the official seal of the City.

CITY OF BILLINGS, MONTANA

(Facsimile Signature)
MAYOR

(Facsimile Seal)

(Facsimile Signature)
CITY FINANCE DIRECTOR

(Facsimile Signature)
CITY CLERK

Dated:

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned herein.

U.S. BANK NATIONAL ASSOCIATION,
as Registrar, Transfer Agent, and
Paying Agent

By _____
Authorized Signature

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

TEN COM -- as tenants
in common

UTMA.....Custodian.....
(Cust) (Minor)

TEN ENT -- as tenants
by the entireties

under Uniform Gifts to

JT TEN -- as joint tenants
with right of
survivorship and
not as tenants in
common

Minor Act.....
(State)

Additional abbreviations may also be used.

ASSIGNMENT

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

Dated: _____

PLEASE INSERT SOCIAL SECURITY
OR OTHER IDENTIFYING NUMBER
OF ASSIGNEE:

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

SIGNATURE GUARANTEED

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

EXHIBIT B

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF YELLOWSTONE

CITY OF BILLINGS, MONTANA

**TAX INCREMENT URBAN RENEWAL REVENUE BONDS
(EXPANDED NORTH 27TH STREET URBAN RENEWAL AREA)
(TAXABLE) SERIES 2013B**

No. _____ \$ _____

<u>Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	July 1,	April 1, 2013	090095

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS AND NO/100

FOR VALUE RECEIVED, THE CITY OF BILLINGS, YELLOWSTONE COUNTY, STATE OF MONTANA (the "City"), acknowledges itself to be indebted and hereby promises to pay to the registered owner named above, or registered assigns, the principal amount specified above on the maturity date specified above or, if this Bond is prepayable as stated herein, on any date prior thereto on which this Bond shall have been duly called for redemption, and to pay interest on said principal amount to the registered owner hereof from the Date of Original Issue set forth above or from such later date to which interest has been paid or duly provided for until this Bond is paid or, if this Bond is prepayable, until it has been duly called for redemption, at the rate specified above. Principal of this Bond is payable upon presentation and surrender hereof to U.S. Bank National Association, of Seattle, Washington, as registrar, transfer agent and paying agent, or its successor designated under the Resolution described herein (the "Registrar") at its operations center in St. Paul, Minnesota. The interest on this Bond shall be payable on January 1 and July 1 in each year, commencing January 1, 2014. Interest on the Series 2013B Bonds shall be payable to the owners of record thereof as such appear on the Bond Register as of the close of business on the 15th day of the month immediately preceding each interest payment date, whether or not such day is a Business Day. Interest on, and upon presentation and surrender thereof, the principal of each Bond shall be payable by check or draft issued by the Registrar described herein.

The principal of and interest on this Bond are payable in lawful money of the United States of America. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

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

This Bond is one of a duly authorized issue of Bonds of the City designated as “Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area)” (collectively, the “Bonds”), issued and to be issued in one or more series under, and all equally and ratably secured by Resolution No. [___], adopted by the City Council on March 25, 2013 (as amended or supplemented in accordance with the provisions thereof, the “Resolution”), to which Resolution, copies of which are on file with the City, reference is hereby made for a description of the nature and extent of the security, the respective rights thereunder of the Owners of the Bonds and the City and the terms upon which the Bonds are to be issued and delivered. As provided in the Resolution, the Bonds are issuable in series which may vary as in the Resolution provided or permitted. This Bond is one of the series specified in its title, issued in the aggregate principal amount of \$5,325,000 (the “Series 2013B Bonds”), all of like date of original issue and tenor except as to serial number, denomination, date, interest rate, maturity date and redemption privilege. The Series 2013B Bonds are issued by the City, together with the Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area (Tax-Exempt) Series 2013A, issued in the aggregate principal amount of \$7,885,000 (the “Series 2013A Bonds”), for the purpose of financing a portion of the costs of an urban renewal project (as defined in the Act) within the City’s Expanded North 27th Street Urban Renewal Area (the “District”). Capitalized terms used herein but not otherwise defined shall have the respective meanings given such terms in the Resolution.

The Series 2013B Bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Montana, particularly Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended (the “Act”), and pursuant to the Resolution. The Series 2013B Bonds are payable solely and ratably from Tax Increment received by the City and resulting from the extension of ad valorem taxes levied by certain Taxing Bodies against the incremental taxable value of properties within the District pursuant to the Act, except that under certain conditions as described in the Resolution, the Bonds may be payable from replacement revenues, if any, provided in the event of the abolition or substantial elimination of property taxation in Montana.

The Bonds are not general obligations of the City and the City’s general credit and taxing powers are not pledged to the payment of the Bonds or the interest thereon. The Bonds shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitations.

INTEREST ON THE SERIES 2013B BONDS IS INCLUDABLE IN GROSS INCOME FOR PURPOSES OF FEDERAL INCOME TAXATION.

The Series 2013B Bonds with Stated Maturities in the years 2014 through 2022 are not subject to redemption prior to their Stated Maturities. The Series 2013B Bonds with Stated

Maturities on or after July 1, 2023 are subject to redemption on January 1, 2023 and any date thereafter, at the option of the City, in whole or in part, and if in part from such Stated Maturities and in such principal amounts as the City may designate in writing to the Registrar (or, if no designation is made, in inverse order of maturities and within a maturity in \$5,000 principal amounts selected by the Registrar by lot or other manner it deems fair), at a redemption price equal to the principal amount thereof and interest accrued to the redemption date, without premium.

The Series 2013B Bonds having Stated Maturities in 2026 and 2028 are subject to mandatory sinking fund redemption on July 1 in the respective years and the respective principal amounts set forth below in \$5,000 principal amounts selected by the Registrar, by lot or other manner it deems fair, at a Redemption Price equal to the principal amount thereof to be redeemed plus interest accrued to the Redemption Date:

Sinking Fund Payment Date <u>(July 1)</u>	Principal Amount on Sinking Fund <u>Payment Date</u>
2024	\$365,000
2025	390,000
2026*	410,000
2027	\$440,000
2028*	470,000

*Final maturity.

The principal amounts of the Series 2013B Bonds having Stated Maturities in 2026 and 2028 required to be redeemed on the above Sinking Fund Payment Dates shall be reduced by the principal amount of any such Series 2013B Bonds theretofore redeemed at the option of the City and not previously applied to reduce the principal amount of such Series 2013B Bonds on a Sinking Fund Payment Date.

If the Series 2013B Bonds having Stated Maturities in 2026 and 2028 are not previously purchased by the City in the open market or prepaid, \$410,000 and \$470,000, respectively, in principal amount of such Series 2013B Bonds would remain to mature in 2026 and 2028. The principal amount of the Series 2013B Bonds required to be redeemed on the above Sinking Fund Payment Dates shall be reduced by the principal amount of such Series 2013B Bonds theretofore redeemed at the option of this Council and as to which the City has not previously applied amounts to reduce the principal amount of such Series 2013B Bonds on a Sinking Fund Payment Date.

As provided in the Resolution and subject to certain limitations set forth therein, this Series 2013B Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his attorney; and may also be surrendered in exchange for Series 2013B Bonds of other authorized denominations. Upon any such transfer or exchange,

the City will cause a new Series 2013B Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

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

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Montana and ordinances and resolutions of the City to be done, to exist, to happen and to be performed in order to make this Series 2013B Bond a valid and binding special, limited obligation of the City in accordance with its terms have been done, do exist, have happened and have been performed as so required; that this Series 2013B Bond has been issued by the City in connection with an urban renewal project (as defined in the Act); that the City, in and by the Resolution, has validly made and entered into covenants and agreements with and for the benefit of the Owners from time to time of all Bonds issued thereunder, including covenants that it will pledge, appropriate and credit the Tax Increment to the Tax Increment Debt Service Fund of the City; that Additional Bonds may be issued and made payable from the Tax Increment Debt Service Fund on a parity with the Series 2013A Bonds and the Series 2013B Bonds upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Tax Increment, unless the lien thereof shall be expressly made subordinate to the lien of the Series 2013A Bonds and the Series 2013B Bonds on the Tax Increment; that all provisions for the security of the Owners of the Bonds as set forth in the Resolution will be punctually and faithfully performed as therein stipulated; and that the issuance of the Series 2013B Bonds does not cause the obligations of the City to exceed any constitutional or statutory limitation of indebtedness.

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

IN WITNESS WHEREOF, the City of Billings, Montana, by its City Council, has caused this Bond to be executed by the facsimile signatures of the Mayor, the City Finance Director and the City Clerk, and by a printed facsimile of the official seal of the City.

CITY OF BILLINGS, MONTANA

(Facsimile Signature)
MAYOR

(Facsimile Seal)

(Facsimile Signature)
CITY FINANCE DIRECTOR

(Facsimile Signature)
CITY CLERK

Dated:

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned herein.

U.S. BANK NATIONAL ASSOCIATION,
as Registrar, Transfer Agent, and
Paying Agent

By _____
Authorized Signature

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

TEN COM -- as tenants
in common

UTMA.....Custodian.....
(Cust) (Minor)

TEN ENT -- as tenants
by the entireties

under Uniform Gifts to

JT TEN -- as joint tenants
with right of
survivorship and
not as tenants in
common

Minor Act.....
(State)

Additional abbreviations may also be used.

ASSIGNMENT

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

Dated: _____

PLEASE INSERT SOCIAL SECURITY
OR OTHER IDENTIFYING NUMBER
OF ASSIGNEE:

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

SIGNATURE GUARANTEED

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

Regular City Council Meeting

Meeting Date: 03/25/2013

TITLE: Final Plat of Foxtail Village Subdivision, 2nd Filing, Amended Block 2

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

The final plat for Foxtail Village Subdivision, 2nd Filing, Amended Block 2, is being presented to Council for approval. On April 23, 2012, City Council approved the preliminary amended plat which shows 16 lots originally platted in Foxtail Village, 2nd Filing, aggregated into one large lot for a future condominium development. The new lot is approximately 2.7 acres in size, is zoned Residential-7000 (R-70), and is proposed for single-family and duplex condominiums. The subject property is located on the north side of Grand Avenue, between 56th Street West and 60th Street West. The owner is Cal Kunkel, and the representing agent is Sanderson Stewart. Upon City Council approval, these documents are appropriate as to form for filing with the Clerk and Recorder.

ALTERNATIVES ANALYZED

The City Council may approve or deny the final plat of Foxtail Village Subdivision, 2nd Filing, Amended Block 2. If the City Council chooses to deny the final plat, it must base the denial on the criteria outlined in MCA 76-3-611 and BMCC, Section 23-305(F).

FINANCIAL IMPACT

Should the City Council approve the final plat, the newly aggregated lot will be developed which will increase tax revenues for the City.

RECOMMENDATION

Staff recommends that the City Council approve the final plat of Foxtail Village Subdivision, 2nd Filing, Amended Block 2.

APPROVED BY CITY ADMINISTRATOR

Attachments

Final Plat

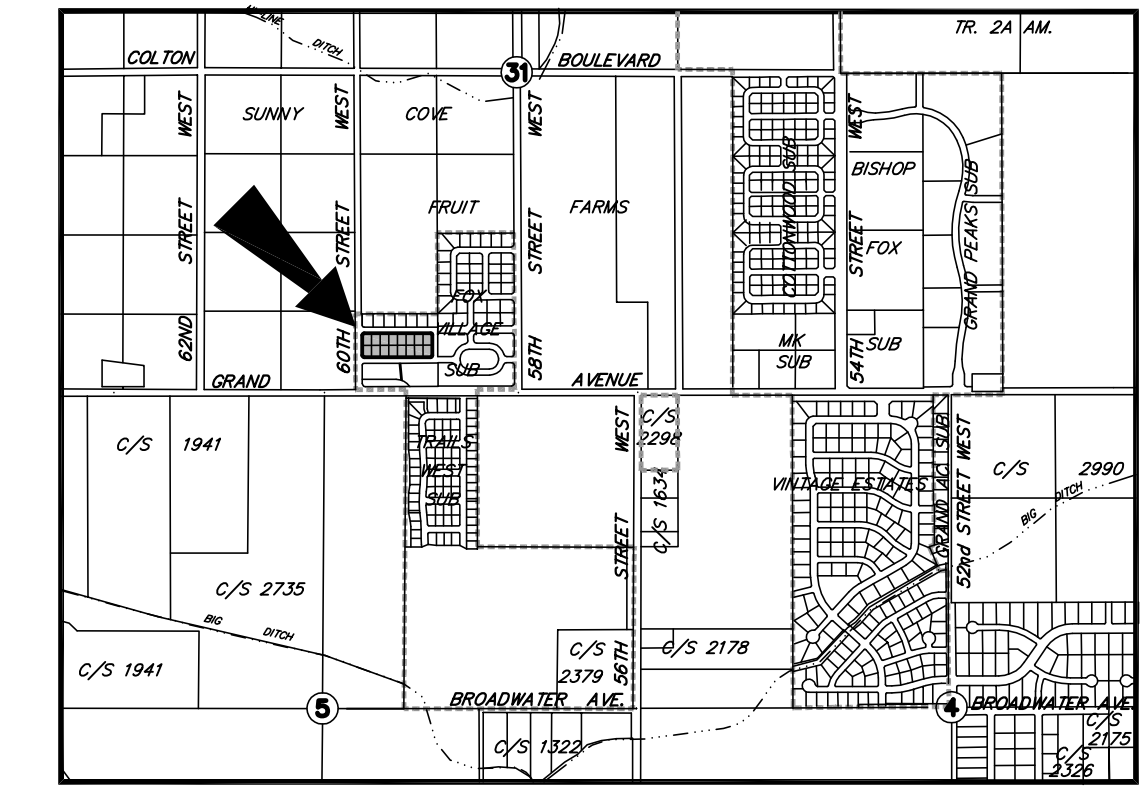
AMENDED PLAT OF BLOCK 2 OF
FOXTAIL VILLAGE SUBDIVISION, SECOND FILING
 SITUATED IN THE SW1/4 OF SEC. 31, T. 1 N., R. 25 E., P.M.M.
 IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR: CAL KUNKEL

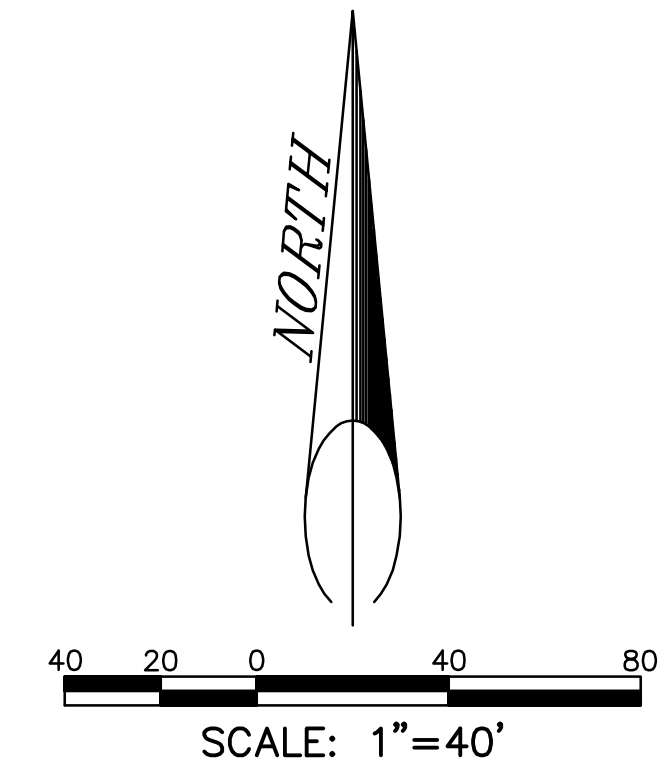
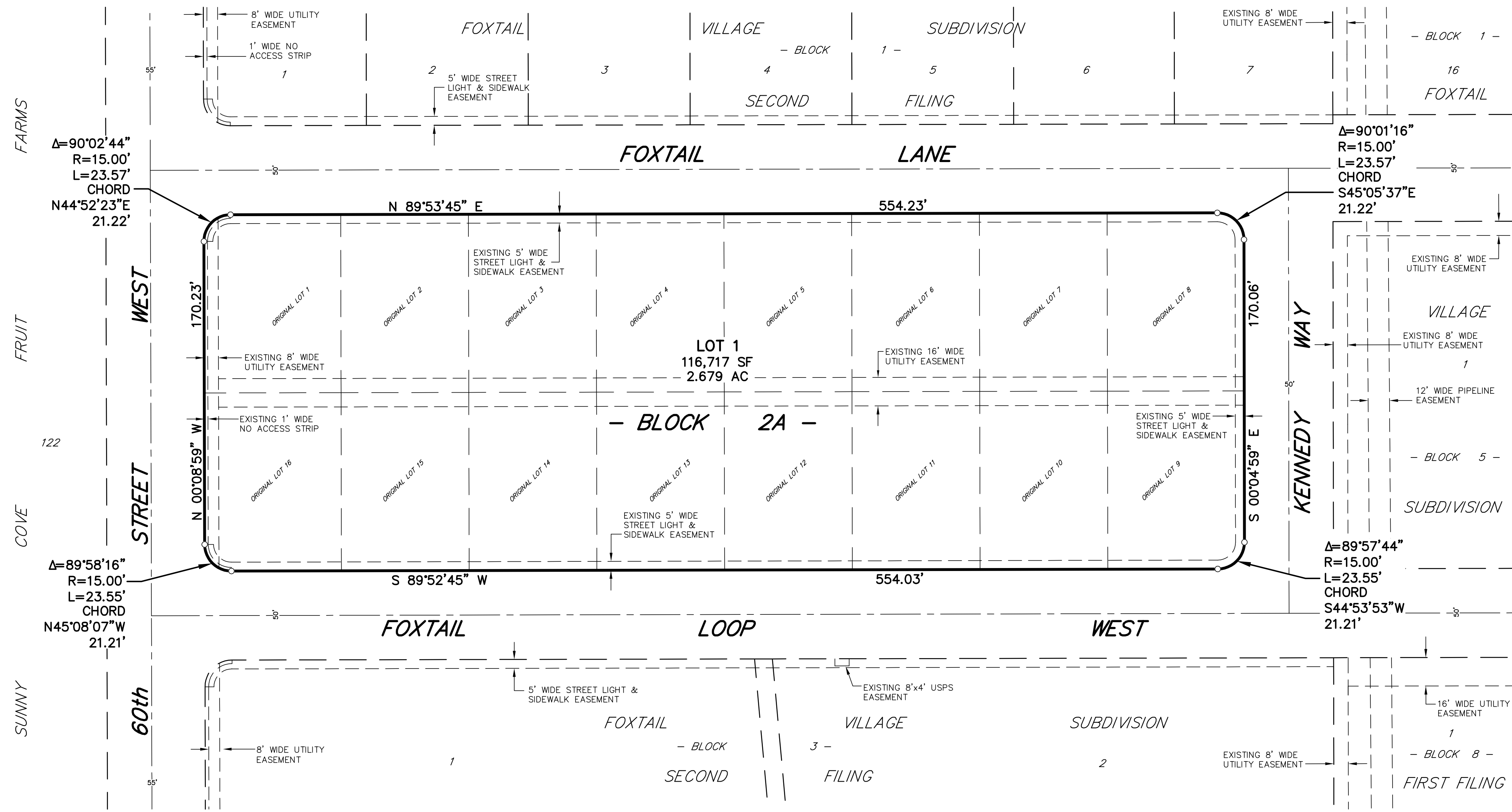
SEPTEMBER, 2012

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA



VICINITY MAP
 NOT TO SCALE



CERTIFICATE OF DEDICATION

STATE OF MONTANA)
) ss
 County of Yellowstone)

KNOW ALL MEN BY THESE PRESENTS: That CAL NATHAN KUNKEL, the owner of the following described tract of land, does hereby certify that he has caused to be surveyed, subdivided and platted into lots, blocks and streets as shown on the annexed plat, said tract being situated in the SW1/4 of Section 31, T. 1 N., R. 25 E., P.M.M., in the City of Billings, Yellowstone County, Montana, said tract being more particularly described as follows, to wit:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, & 16, Block 2 of Foxtail Village Subdivision, Second Filing, according to the official plat on file in the Office of the Clerk and recorder of Yellowstone County, Montana, under Document No. 3478521.

The park requirement for this subdivision has been previously met.

The undersigned hereby grants unto all utility companies, as such are defined and established by Montana Law, and cable television companies, an easement for the location, maintenance, repair and removal of their lines over, under and across the areas designated on the plat as "UTILITY EASEMENT" to have and hold forever. Said tract to be known and designated as AMENDED PLAT OF BLOCK 2 OF FOXTAIL VILLAGE SUBDIVISION, SECOND FILING.

BASIS OF BEARING: PLAT OF FOXTAIL VILLAGE SUBDIVISION, SECOND FILING

o FOUND SURVEY MONUMENT, REBAR AND CAP MARKED "8377-LS ENGINEERING INC BILLINGS MT"

NOTICE OF APPROVAL

STATE OF MONTANA)
) ss
 County of Yellowstone)

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

Date _____ President _____

Executive Secretary _____

CAL NATHAN KUNKEL

STATE OF MONTANA)
) ss
 County of Yellowstone)

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument as attorney-in-fact for Cal Kunkel, and acknowledged to me that she subscribed the name of Cal Kunkel thereto as principal, and her own name as attorney-in-fact.

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

Notary Public for the State of Montana

CERTIFICATE OF CITY COUNCIL APPROVAL

STATE OF MONTANA)
) ss
 County of Yellowstone)

We hereby certify that we have examined the annexed and foregoing AMENDED PLAT OF BLOCK 2 OF FOXTAIL VILLAGE SUBDIVISION, SECOND FILING, and find that said plat conforms with the requirements of the laws of the State of Montana, and the requirements of The Yellowstone County Board of Planning. It is therefore approved and the dedication to public use of any and all lands shown on this plat as being dedicated to such use are accepted.

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

CITY OF BILLINGS, MONTANA

By: _____ Mayor

Attest: _____ City Clerk

CERTIFICATE OF SURVEYOR

STATE OF MONTANA)
) ss
 County of Yellowstone)

The undersigned, a Montana Registered Land Surveyor being first duly sworn, deposes and says that during the month of September, 2012, a survey was performed under his supervision of a tract of land to be known as AMENDED PLAT OF BLOCK 2 OF FOXTAIL VILLAGE SUBDIVISION, SECOND FILING, in accordance with the request of the owner thereof and in conformance with the Montana Subdivision and Platting Act; said subdivision, description of boundaries and dimensions being in accordance with the Certificate of Dedication and as shown on the annexed plat; that the monuments found and set are of the character and occupy the positions shown hereon and that the gross area and the net area is 116,717 square feet (2.679 acres).

SANDERSON STEWART

By: _____

Montana Registration No. _____

Date: _____

CERTIFICATE OF CITY ATTORNEY

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

Date: _____

Reviewed by: _____

CERTIFICATE OF COUNTY TREASURER

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

Date: _____

Yellowstone County Treasurer

By: _____ Deputy

CERTIFICATE OF CITY ENGINEER'S OFFICE

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

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

City Engineer's Office

ERRORS AND OMISSIONS REVIEW

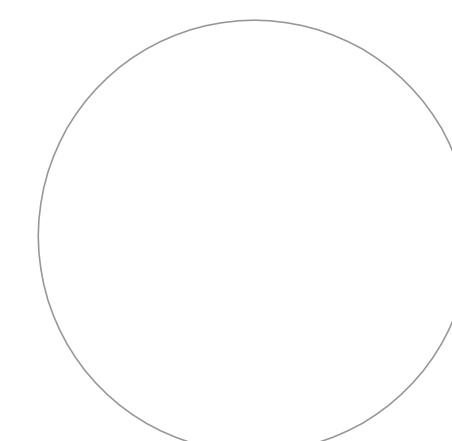
I hereby certify that I have examined the annexed and foregoing plat for errors and omissions in computations and drafting.

Examining Land Surveyor _____ Date _____

SUBDIVISION IMPROVEMENT AGREEMENT

Document No. _____

RESERVED FOR CLERK AND RECORDER



Regular City Council Meeting

Meeting Date: 03/25/2013

TITLE: Payment of Claims February 25, 2013.

PRESENTED BY: Pat M. Weber, Finance Director

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$1,413,230.53 have been audited and are presented for your approval for payment. A complete listing of the claims dated February 25, 2013 is available in the Finance Department.

ALTERNATIVES ANALYZED

No other alternatives were analyzed.

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends that Council approve the Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

List of claims greater than \$2500.

AP >\$2,500 for 2/25/2013

Check Date	Check	Name	Amount	Account	Item Desc
02/25/2013	5	Government Leasing and Finance, Inc.	4,780.25	1500-21500-406200	Toughbook Docking Station Contract Payment 2/28/2013, Contract #077-0018837-003, Interest
02/25/2013	5	Government Leasing and Finance, Inc.	87,916.28	1500-21500-406100	Toughbook Docking Station Contract Payment 2/28/2013, Contract #077-0018837-003, Principal
02/25/2013	5	Government Leasing and Finance, Inc.	-35.82	1500-21500-406100	Toughbook Docking Station Contract Payment 2/28/2013, Contract #077-0018837-003, Amount applied from Escrow Account
02/25/2013	5	Government Leasing and Finance, Inc.	3,516.47	7180-21600-406200	Camera System Contract Payment 2/28/2013, Contract #077-0018837-004, Interest
02/25/2013	5	Government Leasing and Finance, Inc.	64,673.51	7180-21600-406100	Camera System Contract Payment 2/28/2013, Contract #077-0018837-004, Principal
02/25/2013	5	Government Leasing and Finance, Inc.	-14.77	7180-21600-406100	Camera System Contract Payment 2/28/2013, Contract #077-0018837-004, Amount applied from Escrow Account
02/25/2013	763452	3M Library Systems	9,980.00	2600-55180-409490	Library RFID Conversion and Upgrade
02/25/2013	763453	A & I Distributors	2.97	5710-71430-402450	Fuel filter for captor
02/25/2013	763453	A & I Distributors	407.55	5610-71130-402310	Invoice #2269343. Automatic transmission fluid for equipment.
02/25/2013	763453	A & I Distributors	3,433.12	6010-00000-141000	2272896 PO NUM 291471
02/25/2013	763453	A & I Distributors	1,265.55	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 291694
02/25/2013	763453	A & I Distributors	0.13	6010-15530-402650	2272896
02/25/2013	763453	A & I Distributors	242.98	1500-22260-402310	6PELHD 6/1 GAL OIL (\$74.34/EA) AND 4P1540 4/1 GAL (\$47.15/EA)
02/25/2013	763453	A & I Distributors	2,638.83	6010-00000-141000	2280036 PO NUM 291471
02/25/2013	763453	A & I Distributors	108.79	6010-00000-141000	2280036 PO NUM 291471
02/25/2013	763453	A & I Distributors	0.54	6010-15530-402650	2280036
02/25/2013	763453	A & I Distributors	2,562.34	6010-00000-141714	2271443 PO NUM 291471
02/25/2013	763453	A & I Distributors	1,690.26	6010-00000-141714	2273558 PO NUM 291471
02/25/2013	763453	A & I Distributors	109.45	5410-31220-402320	2269598
02/25/2013	763453	A & I Distributors	0.37	5710-71440-402320	2271443
02/25/2013	763453	A & I Distributors	0.15	5710-71440-402320	2273558
02/25/2013	763453	A & I Distributors	82.40	6010-15530-402650	2275927
02/25/2013	763453	A & I Distributors	361.35	5710-71440-402320	2276884
02/25/2013	763453	A & I Distributors	109.45	5710-71440-402320	2277803
02/25/2013	763453	A & I Distributors	558.68	5710-71440-402320	2277877
02/25/2013	763455	Accent Air & Mech Inc.	4,250.00	5610-71120-402450	Invoice #13-3499. Replace heat pump 10 for gift shop
02/25/2013	763457	Ace Electric Inc	203,643.17	5030-74910-409390	WTP High Srvc Transfer Pump H-2
02/25/2013	763463	Alpine Technology Corporation	0.00	5410-31220-403590	Route software and license fees for the Solid Waste division
02/25/2013	763463	Alpine Technology Corporation	24,415.00	5410-31220-409490	Route software and license fees for the Solid Waste division
02/25/2013	763475	Better Body Fitness	2,660.00	7100-21330-402120	Smith Machine for the workout facilities at the Barn.
02/25/2013	763475	Better Body Fitness	500.00	7090-21910-396620	Smith Machine for the workout facilities at the Barn.
02/25/2013	763481	Billings Tourism	16,260.28	7790-15760-407679	Paid January, distributed February 2013
02/25/2013	763482	Black Box Network Services	3,032.10	6060-19310-403582	Semi Annual Phone Maintenance (library Site 10403414 3/1/2013-8/31/2013
02/25/2013	763482	Black Box Network Services	16,597.79	6060-19310-403582	Semi Annual Phone Maintenance Site 10404216 3/1/2013-8/31/2013
02/25/2013	763484	Border States Electric	15,322.65	5120-84000-402450	VFD Drives
02/25/2013	763484	Border States Electric	450.00	5120-84000-402450	115 VAC I/O Module for AB PF750 series
02/25/2013	763484	Border States Electric	28.55	1500-22260-402320	905151892
02/25/2013	763484	Border States Electric	10.43	5120-84000-402360	freight
02/25/2013	763484	Border States Electric	15.57	5020-74000-402360	freight
02/25/2013	763484	Border States Electric	272.74	5020-74000-402360	elec
02/25/2013	763484	Border States Electric	101.00	5020-74000-402360	elec
02/25/2013	763484	Border States Electric	37.25	5020-74000-402360	elec
02/25/2013	763484	Border States Electric	147.40	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 291659
02/25/2013	763484	Border States Electric	48.44	5020-00000-141000	ELECTRICAL FOR WTP & WWTP PO NUM 291659
02/25/2013	763484	Border States Electric	234.76	5020-74000-402360	ELEC.
02/25/2013	763484	Border States Electric	315.20	5020-74000-402360	elec.
02/25/2013	763484	Border States Electric	353.28	5020-74000-402360	elec
02/25/2013	763484	Border States Electric	38.50	5020-74000-402410	tool
02/25/2013	763484	Border States Electric	38.50	5120-84000-402410	same

02/25/2013	763484	Border States Electric	106.44	5020-74000-402360	fuse
02/25/2013	763484	Border States Electric	94.51	5020-00000-141000	ELECTRICAL FOR WTP & WWTP PO NUM 291596
02/25/2013	763484	Border States Electric	26.76	5020-73140-402450	lamps
02/25/2013	763484	Border States Electric	363.67	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 291499
02/25/2013	763484	Border States Electric	22.55	5020-74000-402360	elec.
02/25/2013	763484	Border States Electric	103.96	2110-31320-402290	light bulbs for deice station
02/25/2013	763484	Border States Electric	66.86	2110-31320-402920	photo control tester
02/25/2013	763484	Border States Electric	42.72	2110-31320-402430	batterys AA/D
02/25/2013	763484	Border States Electric	6,060.00	2110-00000-141318	STREET LIGHTS PO NUM 291473
02/25/2013	763484	Border States Electric	327.30	2110-00000-141318	STREET LIGHTS PO NUM 291473
02/25/2013	763484	Border States Electric	120.51	5120-85000-402320	NONSTOCKING ITEMS-P.U.D.
02/25/2013	763484	Border States Electric	336.18	5120-85000-402320	NONSTOCKING ITEMS-P.U.D.
02/25/2013	763484	Border States Electric	128.40	5120-84000-402360	elec
02/25/2013	763484	Border States Electric	100.57	5120-84000-402360	elec
02/25/2013	763484	Border States Electric	100.00	5020-74000-402410	tool
02/25/2013	763484	Border States Electric	100.00	5120-84000-402410	tool
02/25/2013	763484	Border States Electric	151.71	5120-85000-402320	NONSTOCKING ITEMS-P.U.D.
02/25/2013	763484	Border States Electric	514.10	5120-84000-402360	elec
02/25/2013	763484	Border States Electric	29.25	5020-74000-402360	elec
02/25/2013	763485	Boyer & Dimich Assoc	1,800.00	5410-31220-403590	team building
02/25/2013	763485	Boyer & Dimich Assoc	1,200.00	5410-31230-403590	team building
02/25/2013	763486	Branch Group Inc	15,760.41	5130-84910-409390	Programmable controller/misc parts
02/25/2013	763494	Cellebrite USA Corp	2,998.99	7180-21600-409490	Software upgrade and physical UFED for one year.
02/25/2013	763495	Community Forestry Consultants INC	4,900.00	7690-51820-402290	Purchase of TreeWorks program for Forerstry Division.
02/25/2013	763496	Community Seven	23,125.50	0100-00000-229150	4th Qtr peg fees per agreement
02/25/2013	763498	CTA Architects	1,362.05	4120-71550-409250	Architectural services for the Metroplex and Bus Maintenance Area Upgrades Amendment to contract approved by City Council on Feb 13, 2012. FTA Grant MT-03-0026. Upgrades include HVAC, lighting and overhead garage doors.
02/25/2013	763498	CTA Architects	19,468.00	2030-15130-409224	Empire Garage utility relocation design and engineering services
02/25/2013	763501	Dell Computer L P	1,715.16	2480-12620-402290	(1) Dell Latitude E6330
02/25/2013	763501	Dell Computer L P	5,846.50	0100-51210-402925	(5) Dell OptiPlex 3010
02/25/2013	763505	Dex Media West	210.00	0100-51100-403450	DEX Phone Account 120120283
02/25/2013	763505	Dex Media West	1,356.00	2600-55120-403450	DEX Phone Account 120120283
02/25/2013	763505	Dex Media West	180.00	5610-71100-403450	DEX Phone Account 120120283
02/25/2013	763505	Dex Media West	180.00	0100-51100-403450	DEX Phone Account 120120285
02/25/2013	763505	Dex Media West	360.00	2600-55120-403450	DEX Phone Account 120120285
02/25/2013	763505	Dex Media West	420.00	5410-31210-403450	DEX Phone Account 120120285
02/25/2013	763507	DLT Solutions LLC	11,511.18	6700-31410-402120	AutoCAD Subscription and Advanced Support Renewal
02/25/2013	763508	Dowl Hkm	24,537.29	8450-31860-409310	WO 09-20 Rimrck Rd Forsythia Blvd to Shiloh Rd;
02/25/2013	763508	Dowl Hkm	86,776.25	8400-31840-409310	WO 10-19 Shiloh Conservation Area Amendment #1
02/25/2013	763511	Duratech Industries International Inc	48,000.00	5410-31230-405330	100 hours rental credit for future grinding at landfill
02/25/2013	763518	Emerald Seed & Supply	45,843.00	5410-31230-409410	Hydroseeder for daily cover at the landfill
02/25/2013	763524	Facts On File Inc	4,659.75	2600-55190-403381	Inv 209445
02/25/2013	763533	General Services Administration	2,406.94	1500-22310-402690	MISC WILDLAND EQUIPMENT: ORDERED THRU GSA, YSTN COUNTY DES OFFICE - 3/4" GARDEN HOSE, HOSE REDUCERS, 1-1/2" SINGLE JACKET WILDLAND HOSE, GATED Y'S, 1-1/2" TO 1" REDUCERS, 1" NOZZLES, GREEN HOSE PACKS
02/25/2013	763533	General Services Administration	1,920.80	1500-22310-402925	MISC WILDLAND EQUIPMENT: ORDERED THRU GSA, YSTN COUNTY DES OFFICE - 3/4" GARDEN HOSE, HOSE REDUCERS, 1-1/2" SINGLE JACKET WILDLAND HOSE, GATED Y'S, 1-1/2" TO 1" REDUCERS, 1" NOZZLES, GREEN HOSE PACKS
02/25/2013	763538	Guardian Security Inc	6,121.80	2600-55120-403574	Inv 995886
02/25/2013	763542	HDR, Inc.	4,139.75	4160-74930-409220	WO0426 ZONE 4 RESERVOIR AND FACILITIES
02/25/2013	763542	HDR, Inc.	1,064.33	4160-74930-409340	WO 09-28 Wtr Treatment Plant Backup Power Phs II
02/25/2013	763542	HDR, Inc.	1,496.74	5020-72110-403540	DRINKING WATER SOURCE STUDY
02/25/2013	763542	HDR, Inc.	9,361.48	5120-82110-403540	WO 12-15 IWPI WWTF Plan

02/25/2013	763543	High Point Networks LLC	4,712.00	6200-19110-405315	Solar Winds/Orion Net Flo Licenses with 12 month maintenance
02/25/2013	763548	Iaff	4,361.90	9000-00000-209920	Payroll Summary
02/25/2013	763549	Industrial Systems, Inc.	4,629.96	5020-74000-402450	Pump replacement
02/25/2013	763550	Ingram Library Services Inc.	30.03	2600-55190-403226	Inv 09103536
02/25/2013	763550	Ingram Library Services Inc.	9.00	2600-55190-403226	Inv 09103537
02/25/2013	763550	Ingram Library Services Inc.	20.04	2600-55190-403333	Inv 09103538
02/25/2013	763550	Ingram Library Services Inc.	16.52	2600-55190-403241	Inv 09103539
02/25/2013	763550	Ingram Library Services Inc.	21.97	2600-55190-403242	Inv 09103540
02/25/2013	763550	Ingram Library Services Inc.	23.15	2600-55190-403226	Inv 09103541
02/25/2013	763550	Ingram Library Services Inc.	8.97	2600-55190-403227	Inv 09103541
02/25/2013	763550	Ingram Library Services Inc.	9.58	2600-55190-403226	Inv 09103542
02/25/2013	763550	Ingram Library Services Inc.	93.98	2600-55190-403226	Inv 09103543
02/25/2013	763550	Ingram Library Services Inc.	11.77	2600-55190-403227	Inv 09103543
02/25/2013	763550	Ingram Library Services Inc.	4.79	2600-55190-403226	Inv 09103544
02/25/2013	763550	Ingram Library Services Inc.	14.74	2600-55190-403227	Inv 09103544
02/25/2013	763550	Ingram Library Services Inc.	10.02	2600-55190-403255	Inv 09103544
02/25/2013	763550	Ingram Library Services Inc.	9.00	2600-55190-403226	Inv 089103545
02/25/2013	763550	Ingram Library Services Inc.	32.34	2600-55110-407930	Inv 09103546
02/25/2013	763550	Ingram Library Services Inc.	23.59	2600-55190-403227	Inv 70204869
02/25/2013	763550	Ingram Library Services Inc.	92.88	2600-55190-403242	Inv 70204870
02/25/2013	763550	Ingram Library Services Inc.	26.94	2600-55190-403227	Inv 70204871
02/25/2013	763550	Ingram Library Services Inc.	94.90	2600-55190-403226	Inv 70204872
02/25/2013	763550	Ingram Library Services Inc.	323.23	2600-55190-403227	Inv 70204872
02/25/2013	763550	Ingram Library Services Inc.	205.56	2600-55190-403333	Inv 70204873
02/25/2013	763550	Ingram Library Services Inc.	10.99	2600-55190-403222	Inv 70204874
02/25/2013	763550	Ingram Library Services Inc.	45.15	2600-55190-403226	Inv 70204874
02/25/2013	763550	Ingram Library Services Inc.	501.45	2600-55190-403227	Inv 70204874
02/25/2013	763550	Ingram Library Services Inc.	11.95	2600-55190-403255	Inv 70204874
02/25/2013	763550	Ingram Library Services Inc.	90.63	2600-55190-403333	Inv 70204874
02/25/2013	763550	Ingram Library Services Inc.	15.34	2600-55190-403226	Inv 70210177
02/25/2013	763550	Ingram Library Services Inc.	15.33	2600-55190-403226	Inv 70210178
02/25/2013	763550	Ingram Library Services Inc.	10.61	2600-55190-403333	Inv 70210179
02/25/2013	763550	Ingram Library Services Inc.	10.00	2600-55190-403333	Inv 70210180
02/25/2013	763550	Ingram Library Services Inc.	44.23	2600-55190-403226	Inv 70210181
02/25/2013	763550	Ingram Library Services Inc.	19.73	2600-55190-403333	Inv 70210182
02/25/2013	763550	Ingram Library Services Inc.	9.60	2600-55190-403241	Inv 70210183
02/25/2013	763550	Ingram Library Services Inc.	44.00	2600-55190-403242	Inv 70210184
02/25/2013	763550	Ingram Library Services Inc.	14.74	2600-55190-403226	Inv 70210185
02/25/2013	763550	Ingram Library Services Inc.	33.32	2600-55190-403226	Inv 70210186
02/25/2013	763550	Ingram Library Services Inc.	72.37	2600-55190-403226	Inv 70210187
02/25/2013	763550	Ingram Library Services Inc.	15.33	2600-55190-403227	Inv 70210187
02/25/2013	763550	Ingram Library Services Inc.	6.48	2600-55190-403333	Inv 70210188
02/25/2013	763550	Ingram Library Services Inc.	39.71	2600-55190-403227	Inv 70210189
02/25/2013	763550	Ingram Library Services Inc.	20.04	2600-55190-403333	Inv 70210189
02/25/2013	763550	Ingram Library Services Inc.	177.10	2600-55190-403226	Inv 70210190
02/25/2013	763550	Ingram Library Services Inc.	547.28	2600-55190-403227	Inv 70210190
02/25/2013	763550	Ingram Library Services Inc.	69.07	2600-55190-403255	Inv 70210190
02/25/2013	763550	Ingram Library Services Inc.	115.56	2600-55190-403333	Inv 70210190
02/25/2013	763550	Ingram Library Services Inc.	8.24	2600-55190-403334	Inv 70210190
02/25/2013	763550	Ingram Library Services Inc.	16.49	2600-55190-403226	Inv 70210191
02/25/2013	763550	Ingram Library Services Inc.	44.93	2600-55190-403226	Inv 70210192
02/25/2013	763550	Ingram Library Services Inc.	20.97	2600-55190-403242	Inv 8025453
02/25/2013	763550	Ingram Library Services Inc.	11.97	2600-55190-403227	Inv 8025454
02/25/2013	763550	Ingram Library Services Inc.	8.70	2600-55190-403333	Inv 8025454
02/25/2013	763550	Ingram Library Services Inc.	7.19	2600-55190-403333	Inv 8025455
02/25/2013	763550	Ingram Library Services Inc.	38.48	2600-55190-403222	Inv 8025456
02/25/2013	763550	Ingram Library Services Inc.	8.39	2600-55190-403227	Inv 8025456
02/25/2013	763550	Ingram Library Services Inc.	74.98	2600-55190-403333	Inv 8025457
02/25/2013	763550	Ingram Library Services Inc.	20.65	2600-55190-403226	Inv 8025458
02/25/2013	763550	Ingram Library Services Inc.	77.42	2600-55190-403333	Inv 8025459
02/25/2013	763550	Ingram Library Services Inc.	15.37	2600-55190-403334	Inv 8025459
02/25/2013	763550	Ingram Library Services Inc.	230.49	2600-55190-403227	Inv 8025460
02/25/2013	763550	Ingram Library Services Inc.	14.21	2600-55190-403255	Inv 8025460
02/25/2013	763550	Ingram Library Services Inc.	7.99	2600-55190-403333	Inv 8025461
02/25/2013	763550	Ingram Library Services Inc.	35.71	2600-55190-403242	Inv 8032961
02/25/2013	763550	Ingram Library Services Inc.	26.68	2600-55190-403227	Inv 8032962
02/25/2013	763550	Ingram Library Services Inc.	4.79	2600-55190-403226	Inv 8032963
02/25/2013	763550	Ingram Library Services Inc.	5.97	2600-55190-403227	Inv 8032963
02/25/2013	763550	Ingram Library Services Inc.	30.03	2600-55190-403226	Inv 8032964
02/25/2013	763550	Ingram Library Services Inc.	17.97	2600-55190-403227	Inv 8032964
02/25/2013	763550	Ingram Library Services Inc.	13.74	2600-55190-403242	Inv 8032964
02/25/2013	763550	Ingram Library Services Inc.	20.65	2600-55190-403227	Inv 8032965
02/25/2013	763550	Ingram Library Services Inc.	3.59	2600-55190-403333	Inv 8032966

02/25/2013	763550	Ingram Library Services Inc.	58.97	2600-55190-403226	Inv 8032967
02/25/2013	763550	Ingram Library Services Inc.	9.60	2600-55190-403226	Inv 8032968
02/25/2013	763550	Ingram Library Services Inc.	8.99	2600-55190-403226	Inv 8032969
02/25/2013	763550	Ingram Library Services Inc.	7.18	2600-55190-403333	Inv 8032970
02/25/2013	763550	Ingram Library Services Inc.	9.60	2600-55190-403227	Inv 8032971
02/25/2013	763550	Ingram Library Services Inc.	52.21	2600-55190-403222	Inv 8032972
02/25/2013	763550	Ingram Library Services Inc.	535.74	2600-55190-403226	Inv 8032972
02/25/2013	763550	Ingram Library Services Inc.	728.92	2600-55190-403227	Inv 8032972
02/25/2013	763550	Ingram Library Services Inc.	34.26	2600-55190-403333	Inv 8032972
02/25/2013	763550	Ingram Library Services Inc.	23.99	2600-55190-403227	Inv 8032973
02/25/2013	763550	Ingram Library Services Inc.	4.79	2600-55190-403226	Inv 8032974
02/25/2013	763552	Integrated Information Solutions Inc.	2,944.00	6200-19110-405370	Annual Hardware and Software Maintenance on Server 8203-E4A SN 2ED74
02/25/2013	763554	Interstate Engineering Inc.	23,820.00	8730-51990-409370	Payment #1 for Rose Pool slide documents.
02/25/2013	763567	Kadrmaz Lee & Jackson	5,995.79	8400-31840-409310	W/O0911 RIMROCK RD-17TH/REHBERG
02/25/2013	763572	Knife River (JTL Group Inc.)	5,774.45	2110-31320-404520	salt/sand material
02/25/2013	763572	Knife River (JTL Group Inc.)	2,146.72	2110-31320-404520	sand/salt material
02/25/2013	763572	Knife River (JTL Group Inc.)	3,697.14	2110-31320-404520	salt sand material
02/25/2013	763572	Knife River (JTL Group Inc.)	3,553.70	2110-31320-404520	sand/salt material
02/25/2013	763572	Knife River (JTL Group Inc.)	3,762.77	2110-31320-404520	sand/salt material
02/25/2013	763572	Knife River (JTL Group Inc.)	4,977.13	2110-31320-404520	sand/salt material
02/25/2013	763577	Laurel Power Systems Inc	0.00	6070-22350-403660	LANDFILL 800MHZ RADIO TOWER SITE: QUARTERLY STANDBY GENERATOR CHECK
02/25/2013	763577	Laurel Power Systems Inc	0.00	6070-22350-403660	SKYVIEW (FOX) STANDBY GENRATOR 800MHZ RADIO TOWER - QUARTERLY CHECK
02/25/2013	763577	Laurel Power Systems Inc	0.00	6070-22350-403660	SWORDS STANDBY GENERATOR CHECKS 800MHZ
02/25/2013	763577	Laurel Power Systems Inc	0.00	2250-22320-403590	SACRIFICE CLIFFS (4-DANCES) RADIO TOWER SITE - STANDBY GENERATOR QUARTERLY CHECKS
02/25/2013	763577	Laurel Power Systems Inc	900.00	1500-22260-403590	FIRE STATION #1 - STANDBY GENERATOR QUARTERLY CHECKS
02/25/2013	763577	Laurel Power Systems Inc	260.00	2250-22320-403590	ANNUAL MAINT OF STANDBY GENERATORS: LANDFILL, SKYVIEW(FOX), SWORDS PARK, & SACRIFICE CLIFFS RADIO TOWER SITES
02/25/2013	763577	Laurel Power Systems Inc	780.00	6070-22350-403660	ANNUAL MAINT OF STANDBY GENERATORS: LANDFILL, SKYVIEW(FOX), SWORDS PARK, & SACRIFICE CLIFFS RADIO TOWER SITES
02/25/2013	763577	Laurel Power Systems Inc	270.00	1500-22260-403590	ANNUAL MAINTENANCE OF STANDBY GENERATOR @ FIRE STATION #1
02/25/2013	763577	Laurel Power Systems Inc	0.00	2250-22320-403590	PROPANE FOR RADIO TOWER SITES (LANDFILL, FOX, SWORDS, SACRIFICE CLIFFS)
02/25/2013	763577	Laurel Power Systems Inc	141.94	6070-22350-403660	PROPANE FOR RADIO TOWER SITES (LANDFILL, FOX, SWORDS, SACRIFICE CLIFFS)
02/25/2013	763577	Laurel Power Systems Inc	297.74	1500-22260-403590	FIRE1: REPLACED 2-BATTERIES ON STANDBY GENERATOR
02/25/2013	763600	Montana CSED	3,943.98	9000-00000-209926	Payroll Summary
02/25/2013	763601	Montana Dakota Utilities Co	549.49	5610-71130-403440	06882310003/31454601
02/25/2013	763601	Montana Dakota Utilities Co	10.40	5610-71130-403440	16882310002/31454801
02/25/2013	763601	Montana Dakota Utilities Co	1,197.17	5610-71190-403440	889 373 1000 6. February 2013 QTA Car Wash
02/25/2013	763601	Montana Dakota Utilities Co	626.51	5610-71190-403440	129 573 1000 1. February 2013 QTA Mud Wash
02/25/2013	763601	Montana Dakota Utilities Co	111.73	5610-71190-403440	229 573 1000 0. February 2013 QTA Detail Bay 1 Hertz
02/25/2013	763601	Montana Dakota Utilities Co	185.21	5610-71190-403440	629 573 1000 6. February 2013 QTA Detail Bay 2 National/Alamo
02/25/2013	763601	Montana Dakota Utilities Co	87.43	5610-71190-403440	329 573 1000 9. February 2013 QTA Detail Bay 3 Enterprise
02/25/2013	763601	Montana Dakota Utilities Co	125.37	5610-71190-403440	429 573 1000 8. February 2013 QTA Detail Bay 4 Avis/Budget
02/25/2013	763601	Montana Dakota Utilities Co	58.99	5610-71190-403440	529 573 1000 7. February 2013 QTA Detail Bay 5 Thrifty/Dollar
02/25/2013	763601	Montana Dakota Utilities Co	166.25	5610-71170-403440	295 580 1000 4. February 2013 2431 Overlook Hangar
02/25/2013	763601	Montana Dakota Utilities Co	320.91	5610-71170-403440	185 580 1000 7. February 2013 TSA Building
02/25/2013	763601	Montana Dakota Utilities Co	401.26	5020-74000-403440	04571122\82515010005
02/25/2013	763601	Montana Dakota Utilities Co	10.99	5120-85000-403440	04695121\55925010005

02/25/2013	763601	Montana Dakota Utilities Co	274.39	1500-22210-403440	05003521\95865010003
02/25/2013	763601	Montana Dakota Utilities Co	73.47	5120-85000-403440	05023622\47075010000
02/25/2013	763601	Montana Dakota Utilities Co	43.66	5120-85000-403440	05211321\48295010002
02/25/2013	763601	Montana Dakota Utilities Co	93.36	2660-67730-409200	NSP-CONWAY-GAS-JAN
02/25/2013	763606	Montana State Fireman's Assoc	2,775.46	9000-00000-209924	Payroll Summary
02/25/2013	763611	MPPA Montana Police Protective Association	2,505.73	9000-00000-209923	Payroll Summary
02/25/2013	763611	MPPA Montana Police Protective Association	18.29	9000-00000-209923	Payroll Summary
02/25/2013	763615	NorMont Equipment Company	1,380.20	2110-31320-402320	sweeper brooms/gutter wire
02/25/2013	763615	NorMont Equipment Company	1,494.45	2110-31320-402420	telspar post and anchors for signs
02/25/2013	763615	NorMont Equipment Company	1,436.85	2110-31320-402320	sweeper brooms/gutter wire
02/25/2013	763615	NorMont Equipment Company	1,470.87	2110-31320-402420	telspar poles for sign installation
02/25/2013	763617	Northwest Pipe Fittings	-85.70	5120-84000-402450	credit
02/25/2013	763617	Northwest Pipe Fittings	4,290.00	5020-73120-402380	meters
02/25/2013	763617	Northwest Pipe Fittings	67.22	5410-31220-402290	2-40-120 gallon clear cutting oil for chopping blades
02/25/2013	763617	Northwest Pipe Fittings	-100.75	5020-74000-402450	credit
02/25/2013	763617	Northwest Pipe Fittings	278.17	5410-31230-402320	181617
02/25/2013	763617	Northwest Pipe Fittings	38.86	5410-31230-402320	181617
02/25/2013	763617	Northwest Pipe Fittings	22.18	5410-31230-402320	181636
02/25/2013	763617	Northwest Pipe Fittings	10,676.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 291827
02/25/2013	763617	Northwest Pipe Fittings	14,959.32	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 291828
02/25/2013	763617	Northwest Pipe Fittings	151.79	5020-00000-141000	SYSTEMS PO NUM 291594
02/25/2013	763617	Northwest Pipe Fittings	49.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 291598
02/25/2013	763617	Northwest Pipe Fittings	116.85	1500-22260-402450	FIRE1: SLIDE BAR FOR SHOWER
02/25/2013	763617	Northwest Pipe Fittings	97.19	5120-84000-402450	gaskets
02/25/2013	763617	Northwest Pipe Fittings	70.26	5020-74000-402450	PIPE
02/25/2013	763617	Northwest Pipe Fittings	155.35	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 291741
02/25/2013	763617	Northwest Pipe Fittings	66.09	5020-00000-141000	SYSTEMS PO NUM 291778
02/25/2013	763617	Northwest Pipe Fittings	3,768.76	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 291654
02/25/2013	763617	Northwest Pipe Fittings	168.36	5020-00000-141000	SYSTEMS PO NUM 291654
02/25/2013	763617	Northwest Pipe Fittings	9.78	5020-75000-404220	fittings
02/25/2013	763617	Northwest Pipe Fittings	128.98	5120-84000-402450	fittings
02/25/2013	763617	Northwest Pipe Fittings	1,810.00	5020-74000-402450	valve
02/25/2013	763617	Northwest Pipe Fittings	38.40	5020-74000-402450	pvc pipe
02/25/2013	763617	Northwest Pipe Fittings	9,656.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 291495
02/25/2013	763617	Northwest Pipe Fittings	233.66	5020-00000-141000	SYSTEMS PO NUM 291498
02/25/2013	763617	Northwest Pipe Fittings	277.57	5020-74000-402450	fittings
02/25/2013	763617	Northwest Pipe Fittings	29.27	2110-31320-402320	elbows/nipples/locknut for unit #1117
02/25/2013	763617	Northwest Pipe Fittings	143.70	5120-84000-402450	plumbing fittings
02/25/2013	763617	Northwest Pipe Fittings	2,936.00	5020-73120-402380	meters
02/25/2013	763619	NorthWestern Energy	12,448.13	2110-31320-403410	Signal Bills
02/25/2013	763619	NorthWestern Energy	474.44	8100-31830-403410	SILMD 008 ACCT# 0712544-6
02/25/2013	763619	NorthWestern Energy	486.55	8100-31830-403410	SILMD 009 ACCT# 0712545-3
02/25/2013	763619	NorthWestern Energy	1,337.71	8100-31830-403410	SILMD 010 ACCT# 0712546-1
02/25/2013	763619	NorthWestern Energy	3,992.45	8100-31830-403410	SILMD 013 ACCT# 0721276-4
02/25/2013	763619	NorthWestern Energy	1,940.39	8100-31830-403410	SILMD 014 ACCT# 0721277-2
02/25/2013	763619	NorthWestern Energy	1,172.01	8100-31830-403410	SILMD 017 ACCT# 0712553-7
02/25/2013	763619	NorthWestern Energy	91.30	8100-31830-403410	SILMD 018 ACCT# 0712554-5
02/25/2013	763619	NorthWestern Energy	455.11	8100-31830-403410	SILMD 095 ACCT# 0712556-0
02/25/2013	763619	NorthWestern Energy	12,612.22	8100-31830-403410	SILMD 097 ACCT# 0712557-8
02/25/2013	763619	NorthWestern Energy	1,542.55	8100-31830-403410	SILMD 099 ACCT# 0712558-6
02/25/2013	763619	NorthWestern Energy	2,524.33	8100-31830-403410	SILMD 100 ACCT# 0712559-4
02/25/2013	763619	NorthWestern Energy	1,666.65	8100-31830-403410	SILMD 107 ACCT# 0712560-2
02/25/2013	763619	NorthWestern Energy	4,179.85	8100-31830-403410	SILMD 109 ACCT# 0712561-0
02/25/2013	763619	NorthWestern Energy	172.39	8100-31830-403410	SILMD 113 ACCT# 0712562-8
02/25/2013	763619	NorthWestern Energy	899.47	8100-31830-403410	SILMD 114 ACCT# 0712563-6
02/25/2013	763619	NorthWestern Energy	211.66	8100-31830-403410	SILMD 115 ACCT# 0712564-4
02/25/2013	763619	NorthWestern Energy	555.54	8100-31830-403410	SILMD 116 ACCT# 0712565-1
02/25/2013	763619	NorthWestern Energy	3,067.74	8100-31830-403410	SILMD 117 ACCT# 0712566-9
02/25/2013	763619	NorthWestern Energy	221.95	8100-31830-403410	SILMD 118 ACCT# 0712567-7
02/25/2013	763619	NorthWestern Energy	146.24	8100-31830-403410	SILMD 119 ACCT# 0712568-5
02/25/2013	763619	NorthWestern Energy	2,380.92	8100-31830-403410	SILMD 121 ACCT# 0712570-1
02/25/2013	763619	NorthWestern Energy	181.01	8100-31830-403410	SILMD 122 ACCT# 0712571-9
02/25/2013	763619	NorthWestern Energy	317.45	8100-31830-403410	SILMD 123 ACCT# 0712572-7
02/25/2013	763619	NorthWestern Energy	925.91	8100-31830-403410	SILMD 124 ACCT# 0712573-5
02/25/2013	763619	NorthWestern Energy	370.36	8100-31830-403410	SILMD 125 ACCT# 0712574-3
02/25/2013	763619	NorthWestern Energy	185.17	8100-31830-403410	SILMD 126 ACCT# 0712575-0
02/25/2013	763619	NorthWestern Energy	678.71	8100-31830-403410	SILMD 127 ACCT# 0712576-8

02/25/2013	763619	NorthWestern Energy	475.08	8100-31830-403410	SILMD 128	ACCT# 0712577-6
02/25/2013	763619	NorthWestern Energy	317.45	8100-31830-403410	SILMD 129	ACCT# 0712578-4
02/25/2013	763619	NorthWestern Energy	120.23	8100-31830-403410	SILMD 130	ACCT# 0712579-2
02/25/2013	763619	NorthWestern Energy	820.11	8100-31830-403410	SILMD 131	ACCT# 0712580-0
02/25/2013	763619	NorthWestern Energy	223.30	8100-31830-403410	SILMD 133	ACCT# 0712581-8
02/25/2013	763619	NorthWestern Energy	515.34	8100-31830-403410	SILMD 134	ACCT# 0712582-6
02/25/2013	763619	NorthWestern Energy	497.70	8100-31830-403410	SILMD 135	ACCT# 0712583-4
02/25/2013	763619	NorthWestern Energy	440.47	8100-31830-403410	SILMD 136	ACCT# 0712584-2
02/25/2013	763619	NorthWestern Energy	357.04	8100-31830-403410	SILMD 137	ACCT# 0712585-9
02/25/2013	763619	NorthWestern Energy	714.29	8100-31830-403410	SILMD 138	ACCT# 0712586-7
02/25/2013	763619	NorthWestern Energy	238.11	8100-31830-403410	SILMD 139	ACCT# 0712587-5
02/25/2013	763619	NorthWestern Energy	554.84	8100-31830-403410	SILMD 143	ACCT# 0712588-3
02/25/2013	763619	NorthWestern Energy	26.44	8100-31830-403410	SILMD 144	ACCT# 0712589-1
02/25/2013	763619	NorthWestern Energy	452.46	8100-31830-403410	SILMD 145	ACCT# 0712590-9
02/25/2013	763619	NorthWestern Energy	343.91	8100-31830-403410	SILMD 146	ACCT# 0712591-7
02/25/2013	763619	NorthWestern Energy	446.01	8100-31830-403410	SILMD 147	ACCT# 0712592-5
02/25/2013	763619	NorthWestern Energy	1,408.35	8100-31830-403410	SILMD 149	ACCT# 0712593-3
02/25/2013	763619	NorthWestern Energy	632.49	8100-31830-403410	SILMD 150	ACCT# 0712594-1
02/25/2013	763619	NorthWestern Energy	608.46	8100-31830-403410	SILMD 151	ACCT# 0712595-8
02/25/2013	763619	NorthWestern Energy	4,141.98	8100-31830-403410	SILMD 152	ACCT# 0712596-6
02/25/2013	763619	NorthWestern Energy	520.34	8100-31830-403410	SILMD 153	ACCT# 0712597-4
02/25/2013	763619	NorthWestern Energy	1,176.41	8100-31830-403410	SILMD 154	ACCT# 0712598-2
02/25/2013	763619	NorthWestern Energy	476.17	8100-31830-403410	SILMD 155	ACCT# 0712599-0
02/25/2013	763619	NorthWestern Energy	882.32	8100-31830-403410	SILMD 157	ACCT# 0712600-6
02/25/2013	763619	NorthWestern Energy	767.21	8100-31830-403410	SILMD 158	ACCT# 0712601-4
02/25/2013	763619	NorthWestern Energy	1,045.90	8100-31830-403410	SILMD 159	ACCT# 0712602-2
02/25/2013	763619	NorthWestern Energy	687.83	8100-31830-403410	SILMD 160	ACCT# 0712603-0
02/25/2013	763619	NorthWestern Energy	1,018.06	8100-31830-403410	SILMD 161	ACCT# 0712604-8
02/25/2013	763619	NorthWestern Energy	58.05	8100-31830-403410	SILMD 162	ACCT# 0712605-5
02/25/2013	763619	NorthWestern Energy	628.84	8100-31830-403410	SILMD 163	ACCT# 0712606-3
02/25/2013	763619	NorthWestern Energy	361.97	8100-31830-403410	SILMD 164	ACCT# 0712607-1
02/25/2013	763619	NorthWestern Energy	846.55	8100-31830-403410	SILMD 165	ACCT# 0712608-9
02/25/2013	763619	NorthWestern Energy	226.25	8100-31830-403410	SILMD 167	ACCT# 0712609-7
02/25/2013	763619	NorthWestern Energy	542.97	8100-31830-403410	SILMD 171	ACCT# 0712610-5
02/25/2013	763619	NorthWestern Energy	515.33	8100-31830-403410	SILMD 172	ACCT# 0712611-3
02/25/2013	763619	NorthWestern Energy	1,131.18	8100-31830-403410	SILMD 173	ACCT# 0712612-1
02/25/2013	763619	NorthWestern Energy	950.18	8100-31830-403410	SILMD 174	ACCT# 0712613-9
02/25/2013	763619	NorthWestern Energy	316.73	8100-31830-403410	SILMD 175	ACCT# 0712614-7
02/25/2013	763619	NorthWestern Energy	41.47	8100-31830-403410	SILMD 176	ACCT# 0712615-4
02/25/2013	763619	NorthWestern Energy	43.13	8100-31830-403410	SILMD 179	ACCT# 0712617-0
02/25/2013	763619	NorthWestern Energy	339.36	8100-31830-403410	SILMD 180	ACCT# 0712618-8
02/25/2013	763619	NorthWestern Energy	1,613.73	8100-31830-403410	SILMD 181	ACCT# 0712619-6
02/25/2013	763619	NorthWestern Energy	565.59	8100-31830-403410	SILMD 182	ACCT# 0712620-4
02/25/2013	763619	NorthWestern Energy	822.55	8100-31830-403410	SILMD 183	ACCT# 0712621-2
02/25/2013	763619	NorthWestern Energy	361.97	8100-31830-403410	SILMD 184	ACCT# 0712622-0
02/25/2013	763619	NorthWestern Energy	135.73	8100-31830-403410	SILMD 185	ACCT# 0712623-8
02/25/2013	763619	NorthWestern Energy	588.27	8100-31830-403410	SILMD 186	ACCT# 0712624-6
02/25/2013	763619	NorthWestern Energy	226.25	8100-31830-403410	SILMD 187	ACCT# 0712625-3
02/25/2013	763619	NorthWestern Energy	271.47	8100-31830-403410	SILMD 188	ACCT# 0712626-1
02/25/2013	763619	NorthWestern Energy	226.25	8100-31830-403410	SILMD 189	ACCT# 0712627-9
02/25/2013	763619	NorthWestern Energy	1,176.41	8100-31830-403410	SILMD 190	ACCT# 0712628-7
02/25/2013	763619	NorthWestern Energy	404.20	8100-31830-403410	SILMD 191	ACCT# 0712629-5
02/25/2013	763619	NorthWestern Energy	294.11	8100-31830-403410	SILMD 192	ACCT# 0712630-3
02/25/2013	763619	NorthWestern Energy	723.95	8100-31830-403410	SILMD 193	ACCT# 0712631-1
02/25/2013	763619	NorthWestern Energy	243.44	8100-31830-403410	SILMD 194	ACCT# 0712632-9
02/25/2013	763619	NorthWestern Energy	202.88	8100-31830-403410	SILMD 195	ACCT# 0712633-7
02/25/2013	763619	NorthWestern Energy	65.17	8100-31830-403410	SILMD 196	ACCT# 0712634-5
02/25/2013	763619	NorthWestern Energy	65.17	8100-31830-403410	SILMD 197	ACCT# 0712635-2
02/25/2013	763619	NorthWestern Energy	113.11	8100-31830-403410	SILMD 198	ACCT# 0712636-0
02/25/2013	763619	NorthWestern Energy	69.51	8100-31830-403410	SILMD 200	ACCT# 0712637-8
02/25/2013	763619	NorthWestern Energy	475.08	8100-31830-403410	SILMD 201	ACCT# 0712638-6
02/25/2013	763619	NorthWestern Energy	748.90	8100-31830-403410	SILMD 202	INV# 0712639-4
02/25/2013	763619	NorthWestern Energy	17.37	8100-31830-403410	SILMD 203	ACCT# 0712640-2
02/25/2013	763619	NorthWestern Energy	374.33	8100-31830-403410	SILMD 204	ACCT# 0712641-0
02/25/2013	763619	NorthWestern Energy	33.17	8100-31830-403410	SILMD 205	ACCT# 0712642-8
02/25/2013	763619	NorthWestern Energy	316.73	8100-31830-403410	SILMD 206	ACCT# 0712643-6
02/25/2013	763619	NorthWestern Energy	361.97	8100-31830-403410	SILMD 207	ACCT# 0712644-4
02/25/2013	763619	NorthWestern Energy	310.11	8100-31830-403410	SILMD 208	ACCT# 0712645-1
02/25/2013	763619	NorthWestern Energy	520.34	8100-31830-403410	SILMD 209	ACCT# 0712646-9
02/25/2013	763619	NorthWestern Energy	78.19	8100-31830-403410	SILMD 210	ACCT# 0712647-7
02/25/2013	763619	NorthWestern Energy	43.46	8100-31830-403410	SILMD 211	ACCT# 0712648-5
02/25/2013	763619	NorthWestern Energy	43.46	8100-31830-403410	SILMD 212	ACCT# 0712649-3
02/25/2013	763619	NorthWestern Energy	26.06	8100-31830-403410	SILMD 213	ACCT# 0712650-1
02/25/2013	763619	NorthWestern Energy	453.72	8100-31830-403410	SILMD 214	ACCT# 0712651-9

02/25/2013	763619	NorthWestern Energy	135.73	8100-31830-403410	SILMD 216	ACCT# 0712652-7
02/25/2013	763619	NorthWestern Energy	361.68	8100-31830-403410	SILMD 217	ACCT# 0712653-5
02/25/2013	763619	NorthWestern Energy	270.15	8100-31830-403410	SILMD 220	ACCT# 0712654-3
02/25/2013	763619	NorthWestern Energy	8.31	8100-31830-403410	SILMD 221	ACCT# 0712655-0
02/25/2013	763619	NorthWestern Energy	68.69	8100-31830-403410	SILMD 222	ACCT# 0712656-8
02/25/2013	763619	NorthWestern Energy	104.27	8100-31830-403410	SILMD 223	ACCT# 0712657-6
02/25/2013	763619	NorthWestern Energy	1,743.27	8100-31830-403410	SILMD 224	ACCT# 0712658-4
02/25/2013	763619	NorthWestern Energy	365.15	8100-31830-403410	SILMD 225	ACCT# 0712659-2
02/25/2013	763619	NorthWestern Energy	279.49	8100-31830-403410	SILMD 226	ACCT# 0712660-0
02/25/2013	763619	NorthWestern Energy	565.44	8100-31830-403410	SILMD 227	ACCT# 0712661-8
02/25/2013	763619	NorthWestern Energy	767.21	8100-31830-403410	SILMD 228	ACCT# 0712662-6
02/25/2013	763619	NorthWestern Energy	396.82	8100-31830-403410	SILMD 229	ACCT# 0712663-4
02/25/2013	763619	NorthWestern Energy	925.93	8100-31830-403410	SILMD 230	ACCT# 0712664-2
02/25/2013	763619	NorthWestern Energy	555.54	8100-31830-403410	SILMD 231	ACCT# 0712665-9
02/25/2013	763619	NorthWestern Energy	2,407.39	8100-31830-403410	SILMD 232	ACCT# 0712666-7
02/25/2013	763619	NorthWestern Energy	759.52	8100-31830-403410	SILMD 233	ACCT# 0712667-5
02/25/2013	763619	NorthWestern Energy	447.73	8100-31830-403410	SILMD 234	ACCT# 0712668-3
02/25/2013	763619	NorthWestern Energy	478.17	8100-31830-403410	SILMD 235	ACCT# 0712669-1
02/25/2013	763619	NorthWestern Energy	152.15	8100-31830-403410	SILMD 236	ACCT# 0712670-9
02/25/2013	763619	NorthWestern Energy	384.60	8100-31830-403410	SILMD 237	ACCT# 0712671-7
02/25/2013	763619	NorthWestern Energy	14.20	8100-31830-403410	SILMD 238	ACCT# 0712672-5
02/25/2013	763619	NorthWestern Energy	90.49	8100-31830-403410	SILMD 239	ACCT# 0712673-3
02/25/2013	763619	NorthWestern Energy	365.13	8100-31830-403410	SILMD 240	ACCT# 0712674-1
02/25/2013	763619	NorthWestern Energy	593.35	8100-31830-403410	SILMD 241	ACCT# 0712675-8
02/25/2013	763619	NorthWestern Energy	79.37	8100-31830-403410	SILMD 242	ACCT# 0712676-6
02/25/2013	763619	NorthWestern Energy	105.81	8100-31830-403410	SILMD 244	ACCT# 0712677-4
02/25/2013	763619	NorthWestern Energy	82.40	8100-31830-403410	SILMD 245	ACCT# 0712678-2
02/25/2013	763619	NorthWestern Energy	317.45	8100-31830-403410	SILMD 246	ACCT# 0712679-0
02/25/2013	763619	NorthWestern Energy	1,107.89	8100-31830-403410	SILMD 247	ACCT# 0712680-8
02/25/2013	763619	NorthWestern Energy	2,348.35	8100-31830-403410	SILMD 248	ACCT# 0712681-6
02/25/2013	763619	NorthWestern Energy	2,619.01	8100-31830-403410	SILMD 249	ACCT# 0718734-7
02/25/2013	763619	NorthWestern Energy	10.16	8100-31830-403410	SILMD 250	ACCT# 1301786-8
02/25/2013	763619	NorthWestern Energy	185.03	8100-31830-403410	SILMD 250	ACCT# 0719001-00
02/25/2013	763619	NorthWestern Energy	3,759.91	8100-31830-403410	SILMD 251	ACCT# 0718801-4
02/25/2013	763619	NorthWestern Energy	529.09	8100-31830-403410	SILMD 252	ACCT# 0719162-0
02/25/2013	763619	NorthWestern Energy	1,851.56	8100-31830-403410	SILMD 253	ACCT# 0719644-7
02/25/2013	763619	NorthWestern Energy	137.36	8100-31830-403410	SILMD 254	ACCT# 0719763-5
02/25/2013	763619	NorthWestern Energy	145.74	8100-31830-403410	SILMD 255	ACCT# 0720813-5
02/25/2013	763619	NorthWestern Energy	801.03	8100-31830-403410	SILMD 257	ACCT# 0720360-7
02/25/2013	763619	NorthWestern Energy	2,496.68	8100-31830-403410	SILMD 258	ACCT# 0720606-3
02/25/2013	763619	NorthWestern Energy	9.37	8100-31830-403410	SILMD 259	ACCT# 1301786-8
02/25/2013	763619	NorthWestern Energy	1,268.26	8100-31830-403410	SILMD 259	ACCT# 0720810-1
02/25/2013	763619	NorthWestern Energy	476.17	8100-31830-403410	SILMD 261	ACCT# 0720705-3
02/25/2013	763619	NorthWestern Energy	3,003.62	8100-31830-403410	SILMD 262	ACCT# 0720937-2
02/25/2013	763619	NorthWestern Energy	875.72	8100-31830-403410	SILMD 263	ACCT# 0720716-0
02/25/2013	763619	NorthWestern Energy	149.85	8100-31830-403410	SILMD 264	ACCT# 0721427-3
02/25/2013	763619	NorthWestern Energy	334.83	8100-31830-403410	SILMD 265	ACCT# 0721556-9
02/25/2013	763619	NorthWestern Energy	71.49	8100-31830-403410	SILMD 266	ACCT# 0721684-9
02/25/2013	763619	NorthWestern Energy	71.00	8100-31830-403410	SILMD 269	ACCT# 0833098-7
02/25/2013	763619	NorthWestern Energy	399.61	8100-31830-403410	SILMD 270	ACCT# 0906944-4
02/25/2013	763619	NorthWestern Energy	955.59	8100-31830-403410	SILMD 271	ACCT# 0995095-7
02/25/2013	763619	NorthWestern Energy	2,687.37	8100-31830-403410	SILMD 272	ACCT# 0905005-5
02/25/2013	763619	NorthWestern Energy	192.82	8100-31830-403410	SILMD 273	ACCT# 0926386-4
02/25/2013	763619	NorthWestern Energy	60.84	8100-31830-403410	SILMD 274	ACCT# 0907926-0
02/25/2013	763619	NorthWestern Energy	434.07	8100-31830-403410	SILMD 276	ACCT# 0961926-3
02/25/2013	763619	NorthWestern Energy	789.58	8100-31830-403410	SILMD 277	ACCT# 1058710-3
02/25/2013	763619	NorthWestern Energy	212.99	8100-31830-403410	SILMD 278	ACCT# 1087619-1
02/25/2013	763619	NorthWestern Energy	58.81	8100-31830-403410	SILMD 279	ACCT# 1124127-0
02/25/2013	763619	NorthWestern Energy	659.28	8100-31830-403410	SILMD 280	ACCT# 1045653-1
02/25/2013	763619	NorthWestern Energy	60.84	8100-31830-403410	SILMD 281	ACCT# 1079722-3
02/25/2013	763619	NorthWestern Energy	346.63	8100-31830-403410	SILMD 283	ACCT# 1172743-5
02/25/2013	763619	NorthWestern Energy	324.06	8100-31830-403410	SILMD 285	ACCT# 1206985-2
02/25/2013	763619	NorthWestern Energy	227.30	8100-31830-403410	SILMD 286	ACCT# 1296582-8
02/25/2013	763619	NorthWestern Energy	141.57	8100-31830-403410	SILMD 287	ACCT# 1246537-3
02/25/2013	763619	NorthWestern Energy	1,707.60	8100-31830-403410	SILMD 288	ACCT# 1303978-9
02/25/2013	763619	NorthWestern Energy	320.05	8100-31830-403410	SILMD 289	ACCT# 1685375-6
02/25/2013	763619	NorthWestern Energy	141.59	8100-31830-403410	SILMD 290	ACCT# 1433921-2
02/25/2013	763619	NorthWestern Energy	581.99	8100-31830-403410	SILMD 292	ACCT# 1481532-8
02/25/2013	763619	NorthWestern Energy	226.25	8100-31830-403410	SILMD 293	ACCT# 1481534-4
02/25/2013	763619	NorthWestern Energy	452.46	8100-31830-403410	SILMD 294	ACCT# 1481535-1
02/25/2013	763619	NorthWestern Energy	105.81	8100-31830-403410	SILMD 295	ACCT# 1481536-9
02/25/2013	763619	NorthWestern Energy	1,216.51	8100-31830-403410	SILMD 296	ACCT# 1481537-7
02/25/2013	763619	NorthWestern Energy	203.63	8100-31830-403410	SILMD 297	ACCT# 1481539-3
02/25/2013	763619	NorthWestern Energy	181.01	8100-31830-403410	SILMD 298	ACCT# 1481540-1

02/25/2013	763619	NorthWestern Energy	385.27	8100-31830-403410	SILMD 300 ACCT# 1662840-6
02/25/2013	763619	NorthWestern Energy	1,723.48	8100-31830-403410	SILMD 301 ACCT# 1687005-7
02/25/2013	763619	NorthWestern Energy	288.23	8100-31830-403410	SILMD 302 ACCT# 1607534-3
02/25/2013	763619	NorthWestern Energy	837.64	8100-31830-403410	SILMD 305 ACCT# 1695873-8
02/25/2013	763619	NorthWestern Energy	237.32	8100-31830-403410	SILMD 306 ACCT# 1740353-6
02/25/2013	763619	NorthWestern Energy	2,940.87	8100-31830-403410	SILMD 307 ACCT# 2049005-8
02/25/2013	763619	NorthWestern Energy	252.56	8100-31830-403410	SILMD 308 ACCT# 2072459-7
02/25/2013	763619	NorthWestern Energy	363.13	8100-31830-403410	SILMD 309 ACCT# 2001311-6
02/25/2013	763619	NorthWestern Energy	406.86	8100-31830-403410	SILMD 310 ACCT# 2060519-2
02/25/2013	763619	NorthWestern Energy	50.32	8100-31830-403410	SILMD 320 ACCT# 0712569-3
02/25/2013	763620	NorthWestern Energy	3,110.54	5610-71130-403410	0100483-7. February 2013 Runway Lights
02/25/2013	763620	NorthWestern Energy	1,790.37	5610-71130-403410	0100484-5. February 2013 ARFF Facility
02/25/2013	763620	NorthWestern Energy	34.04	5610-71130-403410	1647695-4. February 2013 De-Icer
02/25/2013	763620	NorthWestern Energy	598.41	5610-71170-403410	1669567-8. February 2013 TSA Building
02/25/2013	763620	NorthWestern Energy	9.30	5610-71170-403410	1264299-7. February 2013 Old Hertz Car Wash
02/25/2013	763620	NorthWestern Energy	56.02	5610-71170-403410	1341288-7. February 2013 Old Nat/Alamo Car Wash
02/25/2013	763620	NorthWestern Energy	7.72	5610-71170-403410	1341289-5. February 2013 Old Thrifty/Dollar Car Wash
02/25/2013	763620	NorthWestern Energy	263.73	5610-71170-403410	1341291-1. February 2013 Old Enterprise Car Wash
02/25/2013	763620	NorthWestern Energy	669.07	5610-71170-403410	1341295-2. February 2013 Big Sky Ground
02/25/2013	763620	NorthWestern Energy	1,148.96	5610-71190-403410	1993430-6. February 2013 QTA Car Wash
02/25/2013	763620	NorthWestern Energy	510.67	5610-71190-403410	2001846-1. February 2013 QTA Mud Wash
02/25/2013	763620	NorthWestern Energy	255.83	5610-71190-403410	2001848-7. February 2013 QTA Detail Bay 1 Hertz
02/25/2013	763620	NorthWestern Energy	296.84	5610-71190-403410	2001855-2. February 2013 QTA Detail Bay 2 Nat/Alamo
02/25/2013	763620	NorthWestern Energy	130.86	5610-71190-403410	2001862-8. February 2013 QTA Detail Bay 3 Enterprise
02/25/2013	763620	NorthWestern Energy	253.86	5610-71190-403410	2001865-1. February 2013 Detail Bay 4 Avis/Budget
02/25/2013	763620	NorthWestern Energy	171.32	5610-71190-403410	2001867-7. February 2013 Detail Bay 5 Thrifty/Dollar
02/25/2013	763620	NorthWestern Energy	50.86	1500-22210-403410	07125321
02/25/2013	763620	NorthWestern Energy	2,618.46	1500-22210-403410	FIRE1: 0100476-1 - ELECTRICAL SERVICE CHARGES - FY2013 - 2305 8TH AVENUE NORTH
02/25/2013	763620	NorthWestern Energy	9.30	0100-51120-403410	07230907
02/25/2013	763620	NorthWestern Energy	7.37	0100-51120-403410	07231624
02/25/2013	763620	NorthWestern Energy	7.37	0100-51120-403410	07236441
02/25/2013	763620	NorthWestern Energy	7.79	0100-51120-403410	07236458
02/25/2013	763620	NorthWestern Energy	13.10	0100-51120-403410	07894371
02/25/2013	763620	NorthWestern Energy	144.78	0100-51120-403410	09254962
02/25/2013	763620	NorthWestern Energy	537.92	6500-15660-403410	09758087
02/25/2013	763620	NorthWestern Energy	7.83	8720-51980-403410	10458131
02/25/2013	763620	NorthWestern Energy	142.89	5610-71170-403410	11389269
02/25/2013	763620	NorthWestern Energy	900.54	6500-15660-403410	11608023
02/25/2013	763620	NorthWestern Energy	3,636.95	6500-15660-403410	11608049
02/25/2013	763620	NorthWestern Energy	3,657.93	6500-15660-403410	12693917
02/25/2013	763620	NorthWestern Energy	7.40	2110-31320-403410	20470191
02/25/2013	763620	NorthWestern Energy	184.49	6070-22350-403410	07215809
02/25/2013	763620	NorthWestern Energy	161.93	0100-51120-403410	07222375
02/25/2013	763620	NorthWestern Energy	7.40	0100-51120-403410	07222474
02/25/2013	763620	NorthWestern Energy	92.22	0100-51120-403410	07222557
02/25/2013	763620	NorthWestern Energy	9.30	0100-51120-403410	07222573
02/25/2013	763620	NorthWestern Energy	20.87	0100-51120-403410	07222664
02/25/2013	763620	NorthWestern Energy	8.49	0100-51120-403410	07222698
02/25/2013	763620	NorthWestern Energy	11.82	0100-51120-403410	07222920
02/25/2013	763620	NorthWestern Energy	27.54	0100-51120-403410	07222938
02/25/2013	763620	NorthWestern Energy	7.38	0100-51120-403410	07229057
02/25/2013	763620	NorthWestern Energy	101.59	0100-51120-403410	07230352
02/25/2013	763620	NorthWestern Energy	8.71	0100-51120-403410	07230360
02/25/2013	763620	NorthWestern Energy	176.37	0100-51120-403410	07230378
02/25/2013	763620	NorthWestern Energy	20.43	0100-51120-403410	07230428
02/25/2013	763620	NorthWestern Energy	27.69	0100-51120-403410	07230543
02/25/2013	763620	NorthWestern Energy	7.48	0100-51120-403410	07230550
02/25/2013	763620	NorthWestern Energy	13.60	0100-51120-403410	07230568
02/25/2013	763620	NorthWestern Energy	10.87	0100-51120-403410	07230576
02/25/2013	763620	NorthWestern Energy	7.37	0100-51120-403410	07230584
02/25/2013	763620	NorthWestern Energy	62.77	0100-51120-403410	07229339
02/25/2013	763620	NorthWestern Energy	150.25	5120-85000-403410	822 Shiloh Crossing

02/25/2013	763621	OAC Services Inc	25,675.61	2030-15130-409224	Empire Parking Garage Project Management Services
02/25/2013	763622	OBS Inc	0.00	2330-55400-409490	Order - Hybrid Diesel-Electric Bookmobile. Includes options per bid specifications.
02/25/2013	763622	OBS Inc	18,742.00	2600-55220-409490	Order - Hybrid Diesel-Electric Bookmobile. Includes options per bid specifications.
02/25/2013	763622	OBS Inc	5,966.20	6400-55170-409440	Order - Hybrid Diesel-Electric Bookmobile. Includes options per bid specifications.
02/25/2013	763636	Public Works-Administration	7,139.20	5050-75150-403671	WSRP
02/25/2013	763636	Public Works-Administration	2,590.00	5020-75000-403680	Water Main Breaks
02/25/2013	763636	Public Works-Administration	370.00	5120-85000-403680	Sewer Break
02/25/2013	763650	ROBMAR PLASTICS INC	3,763.27	5410-31220-404270	6 and 8 yard dumpster lids
02/25/2013	763662	Snyder Industries	38,100.00	5410-31220-404270	150-300 gallon barrels
02/25/2013	763678	Tetra Tech, Inc.	5,300.65	5410-31230-403590	year 2 of contract for landfill monitoring
02/25/2013	763678	Tetra Tech, Inc.	1,092.50	5410-31230-403590	year 2 of contract for landfill monitoring
02/25/2013	763678	Tetra Tech, Inc.	395.50	5410-31230-403590	year 2 of contract for landfill monitoring
02/25/2013	763679	Tire-Rama	1,487.80	5410-31220-402390	4 new tires for stock
02/25/2013	763679	Tire-Rama	1,487.80	5410-31220-402390	4 new tires
02/25/2013	763679	Tire-Rama	1,940.50	5410-31220-402390	new recaps
02/25/2013	763679	Tire-Rama	1,890.50	5410-31220-402390	recaps and repairs
02/25/2013	763679	Tire-Rama	160.95	5410-31230-402390	repairs for landfill
02/25/2013	763679	Tire-Rama	330.00	5410-31220-402390	tire repairs
02/25/2013	763679	Tire-Rama	360.00	5410-31220-402390	repairs
02/25/2013	763679	Tire-Rama	130.95	5410-31230-402390	new tire for landfill unit #0011
02/25/2013	763679	Tire-Rama	347.00	5410-31220-402390	recaps repairs
02/25/2013	763679	Tire-Rama	1,657.50	5410-31220-402390	recaps
02/25/2013	763679	Tire-Rama	1,655.00	5410-31220-402390	recaps
02/25/2013	763679	Tire-Rama	1,978.50	5410-31220-402390	recaps
02/25/2013	763679	Tire-Rama	211.95	5410-31230-402390	new tire unit 011 landfill
02/25/2013	763679	Tire-Rama	482.00	5410-31220-402390	tire repairs
02/25/2013	763679	Tire-Rama	1,487.80	5410-31220-402390	new tires for stock
02/25/2013	763679	Tire-Rama	2,528.00	5410-31220-402390	recaps
02/25/2013	763679	Tire-Rama	280.00	5410-31220-402390	tire repairs
02/25/2013	763679	Tire-Rama	1,300.00	5410-31230-402390	front wheel for roll off at landfill
02/25/2013	763679	Tire-Rama	1,603.50	5410-31220-402390	our recaps
02/25/2013	763679	Tire-Rama	-88.17	5410-31220-402390	credit from inv# 1050210447
02/25/2013	763679	Tire-Rama	1,575.97	5410-31220-402390	new tires
02/25/2013	763679	Tire-Rama	1,487.80	5410-31220-402390	new tires
02/25/2013	763684	Town & Country Supply Association	18,636.42	6010-00000-141000	102158 PO NUM 291916
02/25/2013	763684	Town & Country Supply Association	13,229.14	6010-00000-141000	102159 PO NUM 291916
02/25/2013	763684	Town & Country Supply Association	21,543.37	6010-00000-141000	102165 PO NUM 291917
02/25/2013	763684	Town & Country Supply Association	5,931.80	6010-00000-141714	105246 PO NUM 291964
02/25/2013	763684	Town & Country Supply Association	19,358.84	6010-00000-141000	102174 PO NUM 291965
02/25/2013	763684	Town & Country Supply Association	11,428.43	6010-00000-141000	105253 PO NUM 291965
02/25/2013	763691	Valmont Industries Inc	3,681.00	2110-00000-141318	STREET LIGHTS PO NUM 291972

Regular City Council Meeting

Meeting Date: 03/25/2013

TITLE: Payment of Claims March 04, 2013.

PRESENTED BY: Pat M. Weber, Financial Director

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$1,564,903.63 have been audited and are presented for your approval for payment. A complete listing of the claims dated March 4, 2013 and Claims in the amount of \$148,476,73 dated February 12, 2013 is available in the Finance Department.

ALTERNATIVES ANALYZED

No other alternatives were analyzed.

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends that Council approve the Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

List of claims greater than \$2500

AP > \$2,500 FOR 03/04/2013

Check Date	Check	Name	Amount	Account	Item Desc
03/04/2013	763710	Archie Cochrane	24,691.00	2110-31320-409420	3/4 Ton reg cab 2wd pickup with lifegate
03/04/2013	763710	Archie Cochrane	-2,200.00	2110-31320-409420	Trade in unit #1107
03/04/2013	763767	Jackson Contractor Group Inc	574,951.41	4980-55110-409220	Construction of new Library, demolition of existing building & site development features.
03/04/2013	763728	Business Tax Section	5,807.59	4980-55110-409220	Construction of new Library, demolition of existing building & site development features
03/04/2013	763749	F M Forklift Sales & Service	2,516.14	5120-84000-402320	NONSTOCKING ITEMS-P.U.D.
03/04/2013	763843	Town & Country Supply Association	13,036.33	6010-00000-141000	101983 PO NUM 291998
03/04/2013	763778	Knife River (JTL Group Inc.)	5,540.37	2110-31320-404520	salt/sand material
03/04/2013	763725	Brenntag Pacific Inc	5,832.57	2110-31320-404720	calcium chloride
03/04/2013	763725	Brenntag Pacific Inc	4,323.64	2110-31320-404721	ice slicer
03/04/2013	763725	Brenntag Pacific Inc	4,024.44	2110-31320-404721	ice slicer
03/04/2013	763725	Brenntag Pacific Inc	4,894.84	2110-31320-404721	Ice slicer
03/04/2013	763725	Brenntag Pacific Inc	4,822.76	2110-31320-404721	ice slicer
03/04/2013	763725	Brenntag Pacific Inc	4,893.48	2110-31320-404721	ice slicer
03/04/2013	763819	Public Utilities	151,182.66	8050-15700-405350	6712510003200
03/04/2013	763819	Public Utilities	159.68	5120-85000-403420	671274846
03/04/2013	763819	Public Utilities	76.46	2110-31320-403420	671294847
03/04/2013	763793	Montana Dakota Utilities Co	811.07	1500-21710-403440	1692331000 3
03/04/2013	763793	Montana Dakota Utilities Co	1,643.98	5610-71130-403440	2855801000 6
03/04/2013	763793	Montana Dakota Utilities Co	105.64	5020-74000-403440	3735801000 9
03/04/2013	763793	Montana Dakota Utilities Co	105.65	5020-74000-403440	3735801000 9
03/04/2013	763793	Montana Dakota Utilities Co	442.16	0100-51270-403440	4377801000 9
03/04/2013	763793	Montana Dakota Utilities Co	92.69	5020-74000-403440	5413801000 1
03/04/2013	763793	Montana Dakota Utilities Co	1,970.67	2600-55120-403440	5797801000 7
03/04/2013	763793	Montana Dakota Utilities Co	116.55	6600-31100-403440	5953731000 1
03/04/2013	763793	Montana Dakota Utilities Co	174.84	6700-31410-403440	5953731000 1
03/04/2013	763793	Montana Dakota Utilities Co	7,254.66	5610-71120-403440	5955801000 1
03/04/2013	763793	Montana Dakota Utilities Co	22.64	5120-85000-403440	5967331000 5
03/04/2013	763793	Montana Dakota Utilities Co	1,089.91	5610-71170-403440	7065801000 7
03/04/2013	763793	Montana Dakota Utilities Co	12.78	5210-15920-403440	7173531000 6
03/04/2013	763793	Montana Dakota Utilities Co	10.40	5610-71170-403440	8065801000 6
03/04/2013	763793	Montana Dakota Utilities Co	1,095.84	1500-22210-403440	8858801000 4
03/04/2013	763793	Montana Dakota Utilities Co	22.64	5020-74000-403440	9215801000 6
03/04/2013	763793	Montana Dakota Utilities Co	2,290.03	6500-15670-403440	9297801000 4
03/04/2013	763793	Montana Dakota Utilities Co	24.43	5120-85000-403440	9550431000 4
03/04/2013	763793	Montana Dakota Utilities Co	1,805.95	5710-71430-403440	9628801000 0
03/04/2013	763751	Fehr & Peers	2,820.60	2400-43010-407214	inv 85288 pr2820.60ject SE12-0274.00
03/04/2013	763780	L N Curtis & Sons	2,700.00	1500-22290-402490	Hurst low pressure streamline female coupler retrofit kit w/black guard
03/04/2013	763780	L N Curtis & Sons	4,925.00	1500-22290-402490	Hurst low pressure streamline male nipple retrofit kit with black guard
03/04/2013	763780	L N Curtis & Sons	11,394.00	1500-22290-402490	Hurst low pressure 30' orange extension hose, with streamline connection on both ends
03/04/2013	763809	NorthWestern Energy	421.84	5610-71170-403410	0712792-1. February 2013 IP-7
03/04/2013	763809	NorthWestern Energy	14.73	5610-71170-403410	0712799-6. February 2013 IP-8
03/04/2013	763809	NorthWestern Energy	1,286.59	5610-71170-403410	0712800-2. February 2013 IP-9
03/04/2013	763809	NorthWestern Energy	195.50	5610-71170-403410	0712817-6. February 2013 IP-House
03/04/2013	763809	NorthWestern Energy	59.07	5610-71130-403410	0719616-8. February 2013 ARFF Building Lights
03/04/2013	763809	NorthWestern Energy	1,326.64	0100-51270-403410	Monthly electric charges for Community Center and office.
03/04/2013	763762	HDR, Inc.	5,684.05	4160-74930-409340	WO 09-19 Zone 3 East Fox Reservoir
03/04/2013	763762	HDR, Inc.	1,710.00	5030-74910-409390	WO 11-11 WTF Rapid Mixer
03/04/2013	763830	Sanderson Stewart	3,802.22	5030-75910-409340	WO 12-01 2012 Water & Sewer Replacement Sch 1
03/04/2013	763830	Sanderson Stewart	46,181.11	8400-31840-403590	WO 12-17 Integrated Water Plan - Stormwater System Study
03/04/2013	763762	HDR, Inc.	5,201.47	5020-74000-403540	WO 12-21 WTP Chemical Bldg/Disinfection Improvements
03/04/2013	763802	Moulton Bellingham PC	5,840.50	0100-16110-403560	Invoice No. 102369 - \$2889; Invoice No. 102368 - \$200.00; Invoice No. 102153 - \$2751.50; total for consultant services \$5840.50
03/04/2013	763731	Chicago Title of Montana LLC	10,000.00	2810-65810-407277	FTHB Davida Peterson 1314 Broadwater Avenue
03/04/2013	763849	Verizon Wireless	200.13	1500-21700-403450	Animal Shelter MDT
03/04/2013	763849	Verizon Wireless	481.40	7170-21660-403450	CCSIU Cell/PTT
03/04/2013	763849	Verizon Wireless	40.01	7170-21660-403450	CCSIU Air Card
03/04/2013	763849	Verizon Wireless	80.02	7170-21660-403450	CCSIU RAVEN

03/04/2013	763849	Verizon Wireless	40.01	1500-22210-403450	Fire MIFI
03/04/2013	763849	Verizon Wireless	600.33	1500-22210-403450	Fire MDT
03/04/2013	763849	Verizon Wireless	80.02	6200-19110-403450	ITD Air Card & MIFI
03/04/2013	763849	Verizon Wireless	120.03	2600-55170-403450	Library Outreach Air Cards
03/04/2013	763849	Verizon Wireless	4,321.11	1500-21110-403450	Police MDT Toughbook
03/04/2013	763849	Verizon Wireless	40.01	1500-21110-403450	Police ICAC
03/04/2013	763849	Verizon Wireless	154.73	1500-21110-403450	Police US Marshall MDT
03/04/2013	763849	Verizon Wireless	40.03	0100-51120-403450	Parks PMD Air Card
03/04/2013	763849	Verizon Wireless	240.08	2090-44510-403450	Building Air Cards
03/04/2013	763849	Verizon Wireless	1,259.98	6700-31410-402925	Engineering Air Card
03/04/2013	763849	Verizon Wireless	152.35	6700-31410-403450	Engineering Air Card
03/04/2013	763849	Verizon Wireless	27.01	5020-75000-403450	PUD Air Card 60% 5020 75000 403450
					PUD Air Card 40% 5120 85000 403450
03/04/2013	763849	Verizon Wireless	18.00	5120-85000-403450	PUD Air Card 60% 5020 75000 403450
					PUD Air Card 40% 5120 85000 403450
03/04/2013	763849	Verizon Wireless	80.06	0100-43210-403450	Code Enforcement Air Cards
03/04/2013	763849	Verizon Wireless	40.01	0100-13130-403450	City Administration 406-839-4295 Bruce McCandless
03/04/2013	763849	Verizon Wireless	450.30	5710-71470-403160	Met Transit Tablets (15 @ 329.99) Monthly Charges
03/04/2013	763849	Verizon Wireless	40.01	2200-22330-402410	Fire HAZMAT MDT
03/04/2013	763849	Verizon Wireless	484.15	5610-71100-403450	Airport
03/04/2013	763849	Verizon Wireless	142.74	1500-21700-403450	Animal Shelter
03/04/2013	763849	Verizon Wireless	86.02	7170-21660-403450	CCSIU
03/04/2013	763849	Verizon Wireless	249.07	0100-16110-403450	Legal
03/04/2013	763849	Verizon Wireless	52.36	1500-22250-403450	Comm Center 911
03/04/2013	763849	Verizon Wireless	64.95	6500-15650-403450	Facilities BOC Plus 70% of 406-672-3027
03/04/2013	763849	Verizon Wireless	84.09	6500-15670-403450	Facilities City Hall Plus 30% of 406-672-3027
03/04/2013	763849	Verizon Wireless	91.48	0100-15120-403450	Finance Pat Weber
03/04/2013	763849	Verizon Wireless	735.24	1500-22210-403450	Fire Department
03/04/2013	763849	Verizon Wireless	73.85	0100-17500-403450	Human Resources
03/04/2013	763849	Verizon Wireless	13.09	6200-19130-403450	ITD GIS
03/04/2013	763849	Verizon Wireless	26.22	6200-19110-403450	ITD
03/04/2013	763849	Verizon Wireless	26.55	2600-55170-403450	Library Outreach
03/04/2013	763849	Verizon Wireless	159.42	2600-55120-403450	Library
03/04/2013	763849	Verizon Wireless	42.76	0100-11000-403450	Mayor
03/04/2013	763849	Verizon Wireless	51.00	6010-15500-403450	Motor Pool
03/04/2013	763849	Verizon Wireless	112.03	0100-12200-403450	Drug Court
03/04/2013	763849	Verizon Wireless	255.06	0100-12120-403450	Municipal Court Judge
03/04/2013	763849	Verizon Wireless	13.09	2400-43010-403450	Planning
03/04/2013	763849	Verizon Wireless	2,913.42	1500-21110-403450	Police
03/04/2013	763849	Verizon Wireless	90.46	2510-21870-403450	Police Forensic 406-794-6880 406-698-7323
03/04/2013	763849	Verizon Wireless	453.49	1500-21110-403450	Police Resource Officers
03/04/2013	763849	Verizon Wireless	23.37	2490-21960-403450	Police DV 406-698-1391
03/04/2013	763849	Verizon Wireless	47.20	5210-15210-403450	Parking
03/04/2013	763849	Verizon Wireless	71.30	0100-51100-403450	PRPL Admin
03/04/2013	763849	Verizon Wireless	126.89	0100-51210-403450	PRPL Recreation
03/04/2013	763849	Verizon Wireless	82.20	0100-51400-403450	Cemetery
03/04/2013	763849	Verizon Wireless	43.82	0100-51120-403450	Parks PMD
03/04/2013	763849	Verizon Wireless	1,149.89	0100-51120-403450	Parks
03/04/2013	763849	Verizon Wireless	-198.67	0100-51120-403450	Parks Irrigation
03/04/2013	763849	Verizon Wireless	68.40	6600-31100-403450	Public Works Admin
03/04/2013	763849	Verizon Wireless	116.68	2090-44510-403450	Building
03/04/2013	763849	Verizon Wireless	382.75	6700-31410-403450	Engineering
03/04/2013	763849	Verizon Wireless	57.77	5410-31210-403450	Solid Waste
03/04/2013	763849	Verizon Wireless	290.02	2110-31320-403450	Streets
03/04/2013	763849	Verizon Wireless	80.41	5410-31230-403450	Solid Waste On Call
03/04/2013	763849	Verizon Wireless	459.45	5020-75000-403450	Distribution & Collection 60% 5020-75000-403450
					Distribution & Collection 40\$ 5120-85000-403450
03/04/2013	763849	Verizon Wireless	306.29	5120-85000-403450	Distribution & Collection 60% 5020-75000-403450
					Distribution & Collection 40\$ 5120-85000-403450
03/04/2013	763849	Verizon Wireless	38.63	6600-31100-403450	PUD Environmental 406-850-2750
03/04/2013	763849	Verizon Wireless	792.77	5020-74000-403450	Water Treatment PWBelknap-WT
03/04/2013	763849	Verizon Wireless	440.54	5020-73120-403450	PWBLKNP MTRSHOP
03/04/2013	763849	Verizon Wireless	69.55	5020-73110-403450	Belknap Office 60% 5020-73110-403450 Belknap Office 40\$ 5120-83110-403450

03/04/2013	763849	Verizon Wireless	46.36	5120-83110-403450	Belknap Office 60% 5020-73110-403450 Belknap Office 40\$ 5120-83110-403450
03/04/2013	763849	Verizon Wireless	86.92	5020-73140-403450	PWBLKNP STORES 75% 5020-73140-403450 PWBLKNP STORES 25% 5120-83140-403450
03/04/2013	763849	Verizon Wireless	28.97	5120-83140-403450	PWBLKNP STORES 75% 5020-73140-403450 PWBLKNP STORES 25% 5120-83140-403450
03/04/2013	763849	Verizon Wireless	1,059.27	5120-84000-403450	Wastewater Treatment Plant
03/04/2013	763849	Verizon Wireless	52.93	6060-19310-403450	TeleComm Manager
03/04/2013	763849	Verizon Wireless	91.77	5710-71420-403160	On Call MET
03/04/2013	763849	Verizon Wireless	36.15	5710-71410-403450	MET Transit
03/04/2013	763849	Verizon Wireless	91.10	0100-43210-403450	Code Enforcement
03/04/2013	763849	Verizon Wireless	165.08	5710-71470-403160	MET Transit AVL Account 770599076-00001
03/04/2013	763849	Verizon Wireless	374.01	0100-51120-403450	Parks Seasonal
03/04/2013	763809	NorthWestern Energy	6,909.70	2600-55120-403410	Electric Usage - Library
03/04/2013	763757	Gillig Corporation	416.43	6010-00000-141714	4886615 PO NUM 292023
03/04/2013	763757	Gillig Corporation	52.25	5710-71440-402320	4884178
03/04/2013	763757	Gillig Corporation	102.18	5710-71440-402320	4884182
03/04/2013	763809	NorthWestern Energy	6,091.49	6500-15670-403410	01005073
03/04/2013	763809	NorthWestern Energy	524.88	5210-15950-403410	07208291
03/04/2013	763809	NorthWestern Energy	3,512.97	5210-15920-403410	07208341
03/04/2013	763809	NorthWestern Energy	537.92	6500-15660-403410	09758087
03/04/2013	763837	St Vincent Occupational Health	1,945.00	0100-17500-403572	St. Vincent On site/Drug test/Physcials/Hep B Vac/Influenza Vaccine
03/04/2013	763837	St Vincent Occupational Health	110.00	0100-51120-403510	St. Vincent On site/Drug test/Physcials/Hep B Vac/Influenza Vaccine
03/04/2013	763837	St Vincent Occupational Health	394.83	1500-21120-403510	St. Vincent On site/Drug test/Physcials/Hep B Vac/Influenza Vaccine
03/04/2013	763837	St Vincent Occupational Health	70.00	2110-31320-403510	St. Vincent On site/Drug test/Physcials/Hep B Vac/Influenza Vaccine
03/04/2013	763837	St Vincent Occupational Health	70.00	2600-55170-403510	St. Vincent On site/Drug test/Physcials/Hep B Vac/Influenza Vaccine
03/04/2013	763837	St Vincent Occupational Health	126.00	5020-75000-403510	St. Vincent On site/Drug test/Physcials/Hep B Vac/Influenza Vaccine
03/04/2013	763837	St Vincent Occupational Health	84.00	5120-85000-403510	St. Vincent On site/Drug test/Physcials/Hep B Vac/Influenza Vaccine
03/04/2013	763837	St Vincent Occupational Health	250.00	5410-31210-403510	St. Vincent On site/Drug test/Physcials/Hep B Vac/Influenza Vaccine
03/04/2013	763837	St Vincent Occupational Health	35.00	5610-71130-403510	St. Vincent On site/Drug test/Physcials/Hep B Vac/Influenza Vaccine
03/04/2013	763837	St Vincent Occupational Health	590.00	5710-71420-403510	St. Vincent On site/Drug test/Physcials/Hep B Vac/Influenza Vaccine
03/04/2013	763837	St Vincent Occupational Health	150.00	5710-71470-403510	St. Vincent On site/Drug test/Physcials/Hep B Vac/Influenza Vaccine
03/04/2013	763837	St Vincent Occupational Health	70.00	6010-15530-403510	St. Vincent On site/Drug test/Physcials/Hep B Vac/Influenza Vaccine
03/04/2013	763837	St Vincent Occupational Health	415.00	6270-17520-405160	St. Vincent On site/Drug test/Physcials/Hep B Vac/Influenza Vaccine
03/04/2013	763809	NorthWestern Energy	125.45	8720-51980-403410	10590933
03/04/2013	763809	NorthWestern Energy	1,224.69	0100-51120-403410	15942824
03/04/2013	763809	NorthWestern Energy	1,849.13	5210-15910-403410	15696362
03/04/2013	763809	NorthWestern Energy	338.96	5710-71480-403410	17847567
03/04/2013	763809	NorthWestern Energy	318.68	1500-21150-403410	19841501
03/04/2013	763809	NorthWestern Energy	252.21	1500-21150-403410	19841550
03/04/2013	763793	Montana Dakota Utilities Co	189.37	5020-74000-403440	0104901000 0
03/04/2013	763793	Montana Dakota Utilities Co	22.05	0100-51260-403440	0619431000 6
03/04/2013	763793	Montana Dakota Utilities Co	31.29	5020-74000-403440	1104901000 9
03/04/2013	763793	Montana Dakota Utilities Co	301.20	6500-15660-403440	1307331000 8
03/04/2013	763793	Montana Dakota Utilities Co	308.67	5020-74000-403440	2104901000 8
03/04/2013	763793	Montana Dakota Utilities Co	5,907.46	5120-84000-403440	2937801000 2
03/04/2013	763793	Montana Dakota Utilities Co	11,814.92	5120-84000-403440	2937801000 2
03/04/2013	763793	Montana Dakota Utilities Co	5,907.46	5120-84000-403440	2937801000 2
03/04/2013	763793	Montana Dakota Utilities Co	828.12	5020-73140-403440	3104901000 7
03/04/2013	763793	Montana Dakota Utilities Co	276.04	5120-83140-403440	3104901000 7
03/04/2013	763793	Montana Dakota Utilities Co	917.60	5020-73140-403440	4104901000 6
03/04/2013	763793	Montana Dakota Utilities Co	305.87	5120-83140-403440	4104901000 6
03/04/2013	763793	Montana Dakota Utilities Co	420.69	1500-22210-403440	4421901000 4
03/04/2013	763793	Montana Dakota Utilities Co	3,098.98	5020-74000-403440	5004901000 7
03/04/2013	763793	Montana Dakota Utilities Co	56.93	5020-74000-403440	5104901000 5
03/04/2013	763793	Montana Dakota Utilities Co	71.78	5020-74000-403440	5270331000 4
03/04/2013	763793	Montana Dakota Utilities Co	482.93	1500-22210-403440	5336531000 1
03/04/2013	763793	Montana Dakota Utilities Co	110.02	5020-74000-403440	5669231000 8
03/04/2013	763793	Montana Dakota Utilities Co	36.81	5020-74000-403440	6004901000 6
03/04/2013	763793	Montana Dakota Utilities Co	36.82	5020-74000-403440	6004901000 6
03/04/2013	763793	Montana Dakota Utilities Co	16.95	5020-74000-403440	6104901000 4

03/04/2013	763793	Montana Dakota Utilities Co	65.87	5020-74000-403440	6669231000 7
03/04/2013	763793	Montana Dakota Utilities Co	222.78	5020-74000-403440	7004901000 5
03/04/2013	763793	Montana Dakota Utilities Co	23.24	5120-85000-403440	7354531000 2
03/04/2013	763793	Montana Dakota Utilities Co	2,138.61	6500-15660-403440	7576331000 2
03/04/2013	763793	Montana Dakota Utilities Co	682.56	5410-31230-403440	7703901000 2
03/04/2013	763793	Montana Dakota Utilities Co	22.05	5020-74000-403440	8004901000 4
03/04/2013	763793	Montana Dakota Utilities Co	54.23	5120-85000-403440	8685631000 7
03/04/2013	763793	Montana Dakota Utilities Co	1,071.36	5020-74000-403440	9004901000 3
03/04/2013	763793	Montana Dakota Utilities Co	2,790.50	6500-15660-403440	9897331000 0
03/04/2013	763793	Montana Dakota Utilities Co	726.37	6500-15660-403440	9937331000 4
03/04/2013	763843	Town & Country Supply Association	1,119.83	1500-22260-402310	102001: FIRE1: UNLEADED (375 GALLONS) FUEL DELIVERED ON 2/22/2013
03/04/2013	763843	Town & Country Supply Association	-0.01	1500-22260-402310	102001: DECIMAL POINT CORRECTION
03/04/2013	763857	Yellowstone Valley Animal Shelter	20,666.67	1500-21700-403990	contract 12-22-12 thru 1-21-13
03/04/2013	763809	NorthWestern Energy	428.61	5020-74000-403410	1735 Highway 3 West
03/04/2013	763809	NorthWestern Energy	12,204.88	5020-74000-403410	2251 Belknap
03/04/2013	763809	NorthWestern Energy	45,768.29	5020-74000-403410	2251 Belknap
03/04/2013	763809	NorthWestern Energy	2,288.41	5020-73140-403410	2251 Belknap
03/04/2013	763809	NorthWestern Energy	762.80	5120-83140-403410	2251 Belknap
03/04/2013	763809	NorthWestern Energy	58,746.68	5120-84000-403410	725 Hwy 87 East
03/04/2013	763809	NorthWestern Energy	1,795.45	5020-74000-403410	3116 17th St West
03/04/2013	763809	NorthWestern Energy	1,795.45	5020-74000-403410	3116 17th St West
03/04/2013	763809	NorthWestern Energy	705.99	5020-74000-403410	Airport Rd/17th St W/Hwy 3/Waldo
03/04/2013	763757	Gillig Corporation	2,790.30	6010-00000-141714	4882776 PO NUM 292032
03/04/2013	763757	Gillig Corporation	115.08	6010-00000-141714	4884607 PO NUM 292032
03/04/2013	763757	Gillig Corporation	34.62	6010-00000-141714	4886162 PO NUM 292032
03/04/2013	763757	Gillig Corporation	338.00	6010-00000-141714	4887406 PO NUM 292032
03/04/2013	763757	Gillig Corporation	181.80	6010-00000-141714	4887408 PO NUM 292032
03/04/2013	763843	Town & Country Supply Association	20,386.82	6010-00000-141000	102201 PO NUM 292039
03/04/2013	763843	Town & Country Supply Association	15,841.73	6010-00000-141000	102202 PO NUM 292039
03/04/2013	763757	Gillig Corporation	88.95	5710-71440-402320	4884607
03/04/2013	763757	Gillig Corporation	1,064.39	5710-71440-402320	4887407
03/04/2013	763823	Rimrock Foundation	4,237.89	2700-67110-407275	Rimrock Foundation Reimbursement April - June
03/04/2013	763786	Mahoney & Associates Consulting LLC	2,834.00	0100-15120-403590	Cost Allocation Plan
03/04/2013	763835	Springsted	23,222.88	6500-15660-406300	Preliminary services for refunding certificates of participation
03/04/2013	763859	Zootist Hospitality, LLC	125,000.00	2030-15130-409224	Valet Parking - Northern Hotel
03/04/2013	763706	Alpine Technology Corporation	6,983.00	5410-31220-403590	3 days of training the employees on the new route software and the yearly required maintenance fee
03/04/2013	763706	Alpine Technology Corporation	1,440.00	5410-31220-403822	3 days of training the employees on the new route software and the yearly required maintenance fee
03/04/2013	763728	Business Tax Section	370.83	4120-71550-409250	1% Business tax for Fisher Construction for upgrade to Metroplex
03/04/2013	763755	Fisher Construction, Inc	36,712.17	4120-71550-409250	This project will replace 3 boilers, two pumps and 2 roof top HVAC units and replace fan coil units with radiant heat units. Twenty overhead garage doors will be replaced with new insulated doors and operators.
03/04/2013	763728	Business Tax Section	171.66	4120-00000-201100	Retainage Release
03/04/2013	763742	Ebms	1,745.00	6270-17520-403511	EBMS March 2013
03/04/2013	763742	Ebms	17,970.36	6270-17520-403512	EBMS March 2013
03/04/2013	763742	Ebms	42,259.96	6270-17520-403515	EBMS March 2013
03/04/2013	763742	Ebms	3,349.50	6270-17520-403515	EBMS March 2013
03/04/2013	763742	Ebms	3,466.80	6270-17520-405161	EBMS March 2013
03/04/2013	763819	Public Utilities	23.77	4280-65900-409180	Account #97315-10146900 2/14/13 - 502 S 33rd - Water/Sewer/Garbage
03/04/2013	763793	Montana Dakota Utilities Co	61.39	4280-65900-409180	Act. # 672 290 1000 3 / 502 S 33rd St 2/20/13 statement (Irma House II)
03/04/2013	763712	Best Western Clock Tower Inn	35,000.00	2030-15130-403547	facade and improvement project
03/04/2013	763755	Fisher Construction, Inc	16,993.69	4120-00000-201100	Retainage Release
03/04/2013	763843	Town & Country Supply Association	211.83	1500-22260-402310	102022: FIRE 1 - UNLEADED DELIVERED ON 2/27/2013
03/04/2013	763843	Town & Country Supply Association	876.45	1500-22260-402310	102022 FIRE1: #2 DYED DIESEL DELIVERED 2/27/2013
03/04/2013	763843	Town & Country Supply Association	811.53	1500-22260-402310	102022: FIRE 5 #2 DYED DIESEL DELIVERED 2/27/2013
03/04/2013	763843	Town & Country Supply Association	243.46	1500-22260-402310	102022: FIRE 6 #2 DYED DIESEL FUEL DELIVERED 2/27/2013
03/04/2013	763793	Montana Dakota Utilities Co	54.59	1500-21150-403410	51411704789
03/04/2013	763793	Montana Dakota Utilities Co	2.77	1500-21150-403410	06290794947
03/04/2013	763793	Montana Dakota Utilities Co	118.53	5020-74000-403440	8320011000 1

03/04/2013	763809	NorthWestern Energy	621.28	1500-22210-403410	07125370
03/04/2013	763809	NorthWestern Energy	94.77	0100-51220-403410	07126832
03/04/2013	763809	NorthWestern Energy	23.65	5710-71480-403410	07127640
03/04/2013	763809	NorthWestern Energy	336.08	1500-22210-403410	07208408
03/04/2013	763809	NorthWestern Energy	211.70	5020-74000-403410	07222524
03/04/2013	763809	NorthWestern Energy	2,491.77	5020-74000-403410	07230436
03/04/2013	763809	NorthWestern Energy	7.40	0100-51120-403410	08317026
03/04/2013	763764	IBM Corporation	6,839.00	0100-51210-409480	IBM System x3300 M4 Server
03/04/2013	763820	Qwest Communications	88.96	5610-71100-403450	Qwest 406-252-9412 Airport
03/04/2013	763820	Qwest Communications	45.73	5710-71410-403450	Qwest 406-254-7038 MET Transit
03/04/2013	763820	Qwest Communications	7,292.94	2250-22320-403450	Qwest 406-255-9700 E911
03/04/2013	763820	Qwest Communications	30.69	2110-31320-403450	Qwest 406-652-8104 PW Traffice Signal 24 Central
03/04/2013	763820	Qwest Communications	44.48	1500-22250-403450	Qwest 406-655-0728 Fire Maintenance Shop
03/04/2013	763820	Qwest Communications	29.86	0100-51120-403450	Qwest 406-657-3014 Parks 3890 Stillwater
03/04/2013	763820	Qwest Communications	3,310.62	6060-19310-403450	Qwest 406-657-8377 Main System Centrex
03/04/2013	763820	Qwest Communications	92.58	6060-19310-403450	Qwest 406-657-3009 PUD Measured Lines 406-657-3009 406-247-8579
03/04/2013	763820	Qwest Communications	29.86	6060-19310-403450	Qwest 406-657-3054 Park 1 Elevator Phone
03/04/2013	763820	Qwest Communications	62.72	6060-19310-403450	Qwest BOC Measured Lines 406-252-3774 406-252-3789
03/04/2013	763793	Montana Dakota Utilities Co	333.48	0100-51410-403440	0378901000 0
03/04/2013	763793	Montana Dakota Utilities Co	6.93	5210-15950-403440	3308801000 5
03/04/2013	763793	Montana Dakota Utilities Co	92.24	0100-51120-403440	3711011000 6
03/04/2013	763793	Montana Dakota Utilities Co	11.12	5120-85000-403440	5592501000 5
03/04/2013	763793	Montana Dakota Utilities Co	94.00	0100-51410-403440	9278901000 3

AP >\$2,500 for 2/12/2013

Check Date	Check	Name	Amount	Account	Item Desc
02/12/2013	763276	U.S. Bank PCards	180.00	8400-31840-403824	PCard Transaction Description: OFFICE SERVICES
02/12/2013	763276	U.S. Bank PCards	170.00	1500-21200-402610	PCard Transaction Description: OFFICE SUPPLIES
02/12/2013	763276	U.S. Bank PCards	612.00	2600-55110-403360	PCard Transaction Description: WHOLESAL TRADE
02/12/2013	763276	U.S. Bank PCards	44.97	5710-71410-402190	PCard Transaction Description: OFFICE SERVICES
02/12/2013	763276	U.S. Bank PCards	1,041.16	5610-71130-403653	PCard Transaction Description: WHOLESAL TRADE

Regular City Council Meeting

Meeting Date: 03/25/2013

TITLE: Payment of Claims-July 1, 2012 through December 31, 2012

PRESENTED BY: Shannon Johnson

Department: Court

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$1,302,240.88 have been audited and are presented for your approval for payment. A complete listing of the claims dated July 1, 2012 through December 31, 2012 is attached to this memo as well as 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

There are no realistic options for the Council to consider because these payments are the Court's legal obligation.

FINANCIAL IMPACT

Fines and forfeited bonds are submitted to the General Fund, while restitution is paid to victims, surcharges to the State and bonds are returned to defendants when warranted.

RECOMMENDATION

Staff recommends that Council approve the Municipal Court payment of claims for July 1 through December 31, 2012.

APPROVED BY CITY ADMINISTRATOR

Attachments

Check Register

Billings Municipal Court

Check Register

Bank: US BANK - Account: 150095602101

Date Range: From 07/01/2012 to 12/31/2012

All Check Types

Sorted by Check Number

Check Number	Date	Payee	Amount	Status	Cleared
15436	07/06/2012	City Of Billings	160.00	Cleared	08/31/2012
15437	07/06/2012	Andrea Mae Delao	25.00	Cleared	08/31/2012
15438	07/06/2012	Brad Blythe	50.00	Cleared	07/31/2012
15439	07/06/2012	Cindy Mae Buckner	50.00	Cleared	07/31/2012
15440	07/06/2012	City Of Billings	25.00	Cleared	07/31/2012
15441	07/06/2012	City Of Billings Police Dept.	50.00	Cleared	07/31/2012
15442	07/06/2012	Connie Goodbear	50.00	Cleared	07/31/2012
15443	07/06/2012	Crime Victim Compensation	250.00	Cleared	07/31/2012
15444	07/06/2012	Dan Zahn	25.00	Cleared	07/31/2012
15445	07/06/2012	Dave Steyaert	195.00	Cleared	07/31/2012
15446	07/06/2012	Diana Rukstad	500.00	Cleared	07/31/2012
15447	07/06/2012	Donna Keller	1240.00	Cleared	07/31/2012
15448	07/06/2012	Douglas Ardell Newman	115.00	Cleared	07/31/2012
15449	07/06/2012	Elaine Treiber	250.00	Cleared	07/31/2012
15450	07/06/2012	Esperanza M Monroy	50.00	Cleared	07/31/2012
15451	07/06/2012	First National Pawn	25.00	Cleared	07/31/2012
15452	07/06/2012	Holiday	19.00	Outstanding	
15453	07/06/2012	Ian Michael Songer	360.00	Cleared	07/31/2012
15454	07/06/2012	Jason Eugene Braley	22.85	Cleared	07/31/2012
15455	07/06/2012	Jeff Sekavec	50.00	Cleared	07/31/2012
15456	07/06/2012	John Erder Guentner	500.00	Cleared	07/31/2012
15457	07/06/2012	John Erder Guentner	1500.00	Cleared	07/31/2012
15458	07/06/2012	June Ortman	50.00	Cleared	08/31/2012
15459	07/06/2012	Kim Good	620.00	Cleared	07/31/2012
15460	07/06/2012	Mariah Eslinger	50.00	Cleared	07/31/2012
15461	07/06/2012	Mary Valley	50.00	Cleared	07/31/2012
15462	07/06/2012	Robert A Haman	25.00	Cleared	07/31/2012
15463	07/06/2012	Sears	30.00	Cleared	07/31/2012
15464	07/06/2012	Tamara V Allen	17.57	Cleared	07/31/2012
15465	07/06/2012	Thomas Herbert	110.00	Cleared	07/31/2012
15466	07/06/2012	Tom Cummings	40.00	Cleared	07/31/2012
15467	07/06/2012	Valerie Mcurtry	50.00	Cleared	07/31/2012
15468	07/06/2012	Wendi Noelle Largent	100.00	Cleared	07/31/2012
15469	07/13/2012	FIRST NATIONAL PAWN	25.00	Cleared	07/31/2012
15470	07/13/2012	Alisha Marie Burke	445.00	Cleared	07/31/2012
15471	07/13/2012	Alisha Marie Burke	1045.00	Cleared	07/31/2012

Check Register

Bank: US BANK - Account: 150095602101

Date Range: From 07/01/2012 to 12/31/2012

All Check Types

Sorted by Check Number

Check Number	Date	Payee	Amount	Status	Cleared
15472	07/13/2012	Antonia Agosta	40.00	Cleared	07/31/2012
15473	07/13/2012	Austin Martin Moore	270.00	Cleared	07/31/2012
15474	07/13/2012	Brandon Lee Feller	516.15	Cleared	07/31/2012
15475	07/13/2012	Caleb Walen-Harris	10.00	Cleared	07/31/2012
15476	07/13/2012	Cassidy Mikol Degele	1567.35	Cleared	08/31/2012
15477	07/13/2012	Chandler Marshall Smith	117.45	Cleared	07/31/2012
15478	07/13/2012	Crime Victim Compensation	50.00	Cleared	07/31/2012
15479	07/13/2012	Crime Victim Compensation	50.00	Cleared	07/31/2012
15480	07/13/2012	Department of Corrections DC-56-2004-0	33.75	Cleared	07/31/2012
15481	07/13/2012	First Interstate Bank Attn: Brian Brown	25.00	Cleared	07/31/2012
15482	07/13/2012	Jacob A Campbell	57.99	Outstanding	
15483	07/13/2012	Jennifer Renee Zent	195.00	Cleared	07/31/2012
15484	07/13/2012	Jessica Marie Hicks	20.30	Cleared	07/31/2012
15485	07/13/2012	Jim Marshall	50.00	Cleared	07/31/2012
15486	07/13/2012	John Martin Matz	166.42	Cleared	07/31/2012
15487	07/13/2012	Kendra R Henriksen	5.00	Outstanding	
15488	07/13/2012	Kristi Meadows	195.00	Cleared	07/31/2012
15489	07/13/2012	Marcus Earl Johnson	158.05	Cleared	07/31/2012
15490	07/13/2012	Raymond Roy Griffith	15.00	Cleared	07/31/2012
15491	07/13/2012	Rodney Leafdale	500.00	Cleared	07/31/2012
15492	07/13/2012	Samantha Edwards	1460.00	Cleared	07/31/2012
15493	07/13/2012	Shawn A Wilson	250.00	Cleared	07/31/2012
15494	07/13/2012	Sommer Dawn Robison	100.00	Cleared	07/31/2012
15495	07/13/2012	Stacie M Warehime	100.00	Cleared	08/31/2012
15496	07/13/2012	Stephanie Lynn Spottedwolf	56.55	Cleared	07/31/2012
15497	07/13/2012	Tom Cummings	60.00	Cleared	07/31/2012
15498	07/13/2012	Vincent R Caton	116.00	Cleared	08/31/2012
15499	07/13/2012	Westley Fuchs	200.00	Cleared	07/31/2012
15500	07/13/2012	William Gutierrez Jr	15.95	Outstanding	
15501	07/20/2012	IGA	9.25	Cleared	08/31/2012
15502	07/20/2012	K-Mart	50.00	Cleared	08/31/2012
15503	07/20/2012	Target AP Recovery	50.00	Cleared	07/31/2012
15504	07/20/2012	Allen Propp	50.00	Cleared	08/31/2012
15505	07/20/2012	Altimus Distributing	25.00	Cleared	07/31/2012
15506	07/20/2012	Beth Jones	25.00	Cleared	07/31/2012
15507	07/20/2012	BlueCross BlueShield of Montana	2702.10	Cleared	07/31/2012

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15508	07/20/2012	Bruce M Thomas	50.00	Cleared	07/31/2012
15509	07/20/2012	Cindy Wardrip	250.00	Cleared	07/31/2012
15510	07/20/2012	Craig Rider	50.00	Cleared	08/31/2012
15511	07/20/2012	Crime Victim Compensation	79.09	Cleared	07/31/2012
15512	07/20/2012	Crime Victim Compensation Program	25.00	Cleared	07/31/2012
15513	07/20/2012	Crime Victim Compensation Program	25.00	Cleared	07/31/2012
15514	07/20/2012	Crime Victim Compensation Program	50.00	Cleared	07/31/2012
15515	07/20/2012	Crime Victim Compensation Program	100.00	Cleared	07/31/2012
15516	07/20/2012	David Rose	720.00	Cleared	07/31/2012
15517	07/20/2012	Dovey C. Smith	295.00	Cleared	07/31/2012
15518	07/20/2012	Edward Weber	70.00	Cleared	07/31/2012
15519	07/20/2012	Eric Winlock Edwards	250.00	Cleared	08/31/2012
15520	07/20/2012	Isaiah Lahm	1000.00	Cleared	07/31/2012
15521	07/20/2012	Ivan Young	195.00	Cleared	08/31/2012
15522	07/20/2012	Jacob Brosobich	30.00	Cleared	08/31/2012
15523	07/20/2012	James J Pavelis	25.00	Cleared	07/31/2012
15524	07/20/2012	Jan Ericksen	828.90	Cleared	07/31/2012
15525	07/20/2012	Janese Jimison	295.00	Cleared	07/31/2012
15526	07/20/2012	Jill Lindell	815.00	Cleared	07/31/2012
15527	07/20/2012	Joanne Rock Above	50.00	Cleared	07/31/2012
15528	07/20/2012	Jonathan R Jameson	50.00	Outstanding	
15529	07/20/2012	Joshua Norby	250.00	Cleared	08/31/2012
15530	07/20/2012	Kent Florence	25.00	Cleared	08/31/2012
15531	07/20/2012	Kyla Jeanne Thornsley	50.00	Outstanding	
15532	07/20/2012	Leon Garcia	40.00	Cleared	07/31/2012
15533	07/20/2012	Michael Hartman	20.00	Cleared	07/31/2012
15534	07/20/2012	Morgan Annette Riggs	1340.00	Cleared	07/31/2012
15535	07/20/2012	NAPA Distribution Center Attn: Loren Zo	50.00	Cleared	07/31/2012
15536	07/20/2012	Natasha Davis	25.00	Cleared	07/31/2012
15537	07/20/2012	Noah James Strickfaden	15.00	Cleared	08/31/2012
15538	07/20/2012	Rebecca Visser	878.95	Cleared	08/31/2012
15539	07/20/2012	Richard Jensen	30.00	Cleared	08/31/2012
15540	07/20/2012	Robert Priggie	395.00	Cleared	07/31/2012
15541	07/20/2012	Robert Raymond Hill	25.00	Cleared	07/31/2012
15542	07/20/2012	Robin Dildine	50.00	Cleared	07/31/2012
15543	07/20/2012	Ronald Santi	50.00	Cleared	07/31/2012

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15544	07/20/2012	Ryan Hamman	19.05	Cleared	08/31/2012
15545	07/20/2012	Sandra Sukin	5.95	Cleared	07/31/2012
15546	07/20/2012	Sheila Lamprecht	50.00	Cleared	07/31/2012
15547	07/20/2012	State of Montana	100.00	Cleared	07/31/2012
15548	07/20/2012	Tara Gavaghan	1000.00	Cleared	07/31/2012
15549	07/27/2012	1st National Pawn	25.00	Cleared	08/31/2012
15550	07/27/2012	Alana Joyce Cornell	500.00	Cleared	08/31/2012
15551	07/27/2012	Assurant Health	50.00	Cleared	08/31/2012
15552	07/27/2012	Carlie Sturgill	50.00	Cleared	08/31/2012
15553	07/27/2012	Catherine Jane Grott	50.00	Cleared	08/31/2012
15554	07/27/2012	Cindy Leenknecht	1000.00	Cleared	07/31/2012
15555	07/27/2012	City Of Billings, c/o JoLynn Yerger	150.00	Cleared	08/31/2012
15556	07/27/2012	Cody Harris	5.98	Cleared	10/31/2012
15557	07/27/2012	Connor T Schultze	15.00	Cleared	08/31/2012
15558	07/27/2012	Crime Victim Comp Program	100.00	Cleared	08/31/2012
15559	07/27/2012	Crime Victim Comp Program	300.00	Cleared	08/31/2012
15560	07/27/2012	Denise Luoma Collins	479.72	Cleared	08/31/2012
15561	07/27/2012	Edward R Hawthorne	12.50	Cleared	08/31/2012
15562	07/27/2012	Fernando Omar Contreras	120.00	Cleared	08/31/2012
15563	07/27/2012	Jacob Brosobich	10.00	Cleared	08/31/2012
15564	07/27/2012	Jennifer Avants	50.00	Cleared	08/31/2012
15565	07/27/2012	Jim Jones	260.00	Cleared	08/31/2012
15566	07/27/2012	Karen Geraldine Zaso	20.00	Cleared	08/31/2012
15567	07/27/2012	Kenneth Romero	50.00	Cleared	08/31/2012
15568	07/27/2012	Lacey Herbst	50.00	Cleared	08/31/2012
15569	07/27/2012	Mary Valley	15.00	Voided	08/31/2012
15570	07/27/2012	Nadine Gunderson Teal	195.00	Cleared	07/31/2012
15571	07/27/2012	Natasha Freeman-batt	25.00	Cleared	08/31/2012
15572	07/27/2012	Northwest Pawn	480.00	Cleared	08/31/2012
15573	07/27/2012	Parkway Motel	50.00	Cleared	08/31/2012
15574	07/27/2012	Paul Dugas	100.00	Cleared	08/31/2012
15575	07/27/2012	Richard James Brown	25.00	Cleared	08/31/2012
15576	07/27/2012	St. Vincent Healthcare	38.75	Cleared	08/31/2012
15577	07/27/2012	Taylor Ita	19.02	Cleared	12/31/2012
15578	07/27/2012	Toni Alverta Anderson	1040.00	Cleared	08/31/2012
15579	07/27/2012	Travis David Zuroff	25.00	Cleared	08/31/2012

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15580	08/03/2012	FIRST NATIONAL PAWN	25.00	Voided	08/31/2012
15581	08/03/2012	Andrea Mae Delao	25.00	Cleared	09/30/2012
15582	08/03/2012	Angela Lorchick	720.00	Cleared	08/31/2012
15583	08/03/2012	Annette Nelson	45.00	Cleared	08/31/2012
15584	08/03/2012	Brad Blythe	25.00	Cleared	08/31/2012
15585	08/03/2012	City Of Billings	23.06	Cleared	08/31/2012
15586	08/03/2012	City Treasurer	165586.98	Cleared	08/31/2012
15587	08/03/2012	Crime Victim Compensation	25.00	Cleared	08/31/2012
15588	08/03/2012	Crime Victim Compensation Program	25.00	Cleared	08/31/2012
15589	08/03/2012	Dan Zahn	26.94	Cleared	08/31/2012
15590	08/03/2012	First National Pawn	15.00	Cleared	08/31/2012
15591	08/03/2012	Heidi Schwend	55.00	Cleared	08/31/2012
15592	08/03/2012	Jarrett Wanner	50.00	Cleared	08/31/2012
15593	08/03/2012	Jeannie A Boslough	2500.00	Cleared	08/31/2012
15594	08/03/2012	Jeff Sekavec	50.00	Cleared	08/31/2012
15595	08/03/2012	Joanne Rock Above	50.00	Cleared	08/31/2012
15596	08/03/2012	John M Eadus	30.00	Cleared	08/31/2012
15597	08/03/2012	Karen Finstad	1045.00	Voided	08/31/2012
15598	08/03/2012	Karen Finstad	1685.00	Voided	08/31/2012
15599	08/03/2012	Katherine L Rogers	16.25	Cleared	08/31/2012
15600	08/03/2012	Kmart	100.00	Cleared	08/31/2012
15601	08/03/2012	Leanne Yucha	50.00	Cleared	08/31/2012
15602	08/03/2012	Leonard E Kenney	30.00	Cleared	08/31/2012
15603	08/03/2012	Mary Valley	50.00	Cleared	08/31/2012
15604	08/03/2012	Michael Songer	245.00	Cleared	08/31/2012
15605	08/03/2012	Michael Shawn Bakken	1590.00	Cleared	08/31/2012
15606	08/03/2012	Municipal Services Bureau	5870.61	Cleared	08/31/2012
15607	08/03/2012	Pete Portra	25.00	Cleared	08/31/2012
15608	08/03/2012	Renae bighorn	195.00	Cleared	08/31/2012
15609	08/03/2012	Robert A Haman	75.00	Cleared	08/31/2012
15610	08/03/2012	Rogene S Cly	195.00	Cleared	08/31/2012
15611	08/03/2012	Samuel Shane Sparr	1000.00	Cleared	08/31/2012
15612	08/03/2012	Scott Alexander Babbitt	50.00	Cleared	08/31/2012
15613	08/03/2012	Shirley Foley	500.00	Cleared	08/31/2012
15614	08/03/2012	Shirley Foley	1500.00	Cleared	08/31/2012
15615	08/03/2012	Tom Cummings	40.00	Voided	08/31/2012

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15616	08/03/2012	Valerie Mcurtry	100.00	Cleared	08/31/2012
15617	08/03/2012	Yellowstone County Treasurer	13370.00	Cleared	08/31/2012
15618	08/13/2012	FIRST NATIONAL PAWN	25.00	Cleared	08/31/2012
15619	08/13/2012	State Farm Insurance	27.86	Cleared	08/31/2012
15620	08/13/2012	Alvin Braley	200.00	Cleared	08/31/2012
15621	08/13/2012	Beth Jones	50.00	Cleared	08/31/2012
15622	08/13/2012	Bruce M Thomas	50.00	Cleared	08/31/2012
15623	08/13/2012	Carlie Sturgill	38.50	Cleared	08/31/2012
15624	08/13/2012	Cindy Mae Buckner	100.00	Cleared	08/31/2012
15625	08/13/2012	Connie Goodbear	50.00	Cleared	08/31/2012
15626	08/13/2012	Crime Victim Compensation	50.00	Cleared	09/30/2012
15627	08/13/2012	Daniel S Repka	25.00	Cleared	09/30/2012
15628	08/13/2012	Darrell Lee Sept	40.00	Cleared	08/31/2012
15629	08/13/2012	Esperanza M Monroy	50.00	Cleared	08/31/2012
15630	08/13/2012	Gold Dust Casino	25.00	Cleared	08/31/2012
15631	08/13/2012	Holiday Store	50.00	Cleared	08/31/2012
15632	08/13/2012	J.J. Randall Elton	19.60	Cleared	09/30/2012
15633	08/13/2012	Jacob Brosobich	27.50	Cleared	01/31/2013
15634	08/13/2012	James Novotny	22.14	Cleared	09/30/2012
15635	08/13/2012	Jason Eugene Braley	40.00	Cleared	08/31/2012
15636	08/13/2012	Jerome Louis Bailly	1000.00	Cleared	08/31/2012
15637	08/13/2012	Jesse James Karls	1500.00	Cleared	09/30/2012
15638	08/13/2012	Jim Marshall	50.00	Cleared	09/30/2012
15639	08/13/2012	John W. Jacobsen	650.00	Cleared	08/31/2012
15640	08/13/2012	Jonathan Eugene Elton	5.40	Cleared	10/31/2012
15641	08/13/2012	Jonathan Martinez	100.00	Cleared	08/31/2012
15642	08/13/2012	Krista Martinez	295.00	Cleared	08/31/2012
15643	08/13/2012	Lou Reillo	50.00	Cleared	08/31/2012
15644	08/13/2012	Mary Valley	50.00	Cleared	08/31/2012
15645	08/13/2012	Merle Henry Daly	90.00	Cleared	10/31/2012
15646	08/13/2012	Natasha Brent Laforge	545.00	Cleared	08/31/2012
15647	08/13/2012	PROSS, CHRIS	940.00	Cleared	08/31/2012
15648	08/13/2012	Pacific Steel and Recycling	16.00	Cleared	08/31/2012
15649	08/13/2012	Patrick James McNulty	195.00	Cleared	08/31/2012
15650	08/13/2012	Sheila Lamprecht	50.00	Cleared	08/31/2012
15651	08/13/2012	Target Target	332.00	Cleared	01/31/2013

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15652	08/13/2012	Tiffani Jean Bugli	40.00	Outstanding	
15653	08/13/2012	Timothy James Hert	100.00	Cleared	08/31/2012
15654	08/13/2012	Timothy James Hert	100.00	Cleared	08/31/2012
15655	08/13/2012	Timothy James Hert	100.00	Cleared	08/31/2012
15656	08/13/2012	Trisha Harper	37.50	Cleared	09/30/2012
15657	08/13/2012	Wendi Noelle Largent	100.00	Cleared	09/30/2012
15658	08/13/2012	Westley Fuchs	200.00	Cleared	08/31/2012
15659	08/17/2012	K-Mart	50.00	Cleared	10/31/2012
15660	08/17/2012	Allen Propp	50.00	Cleared	08/31/2012
15661	08/17/2012	Antonia Agosta	40.00	Cleared	10/31/2012
15662	08/17/2012	City Of Billings	10.67	Cleared	09/30/2012
15663	08/17/2012	City of Billings Animal Shelter	14.33	Cleared	10/31/2012
15664	08/17/2012	Craig Rider	25.00	Cleared	10/31/2012
15665	08/17/2012	Crime Victim Compensation Program	25.00	Cleared	09/30/2012
15666	08/17/2012	Crime Victim Compensation Program	25.00	Cleared	09/30/2012
15667	08/17/2012	Donald Ace Harr J c/o Sabol Law Office	120.00	Cleared	08/31/2012
15668	08/17/2012	Jace Eric Buxbaum	575.00	Cleared	08/31/2012
15669	08/17/2012	Jacob Brosobich	7.50	Cleared	01/31/2013
15670	08/17/2012	Jamie Jawort	25.00	Cleared	08/31/2012
15671	08/17/2012	Joseph Martinez	200.00	Cleared	08/31/2012
15672	08/17/2012	Karen Geraldine Zaso	20.00	Cleared	08/31/2012
15673	08/17/2012	Lester Hankers	720.00	Cleared	08/31/2012
15674	08/17/2012	Michelle Ulrich	500.00	Cleared	08/31/2012
15675	08/17/2012	Richard Jensen	50.00	Cleared	09/30/2012
15676	08/17/2012	Robert Raymond Hill	50.00	Cleared	08/31/2012
15677	08/17/2012	Robin Dildine	50.00	Cleared	08/31/2012
15678	08/17/2012	Saud Alharbi	50.00	Cleared	09/30/2012
15679	08/17/2012	Shelbi M Godfrey	40.00	Cleared	08/31/2012
15680	08/17/2012	Sherry Church	295.00	Cleared	08/31/2012
15681	08/17/2012	Sherry Church	720.00	Cleared	08/31/2012
15682	08/17/2012	Sommer Dawn Robison	100.00	Cleared	08/31/2012
15683	08/17/2012	Tom Berry	50.00	Cleared	08/31/2012
15684	08/17/2012	Tom Cummings	140.00	Cleared	09/30/2012
15685	08/27/2012	1st National Pawn	10.00	Cleared	09/30/2012
15686	08/27/2012	Bileta Hogemark Swallow	25.00	Cleared	09/30/2012
15687	08/27/2012	Billings Parks, Recreation and Land	25.00	Cleared	09/30/2012

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15688	08/27/2012	Carrie Purcell Brown	50.00	Cleared	09/30/2012
15689	08/27/2012	Catherine Jane Grott	50.00	Cleared	10/31/2012
15690	08/27/2012	City Of Billings, c/o JoLynn Yerger	150.00	Cleared	09/30/2012
15691	08/27/2012	Costco	25.00	Cleared	10/31/2012
15692	08/27/2012	Crime Victim Compensation Program	50.00	Cleared	09/30/2012
15693	08/27/2012	Crime Victim Compensation Program	100.00	Cleared	09/30/2012
15694	08/27/2012	First Interstate Bank Attn: Brian Brown	12.50	Cleared	08/31/2012
15695	08/27/2012	James J Pavelis	25.00	Cleared	08/31/2012
15696	08/27/2012	Jennifer Avants	50.00	Cleared	09/30/2012
15697	08/27/2012	Lacey Herbst	215.05	Cleared	09/30/2012
15698	08/27/2012	Les Benner	50.00	Cleared	09/30/2012
15699	08/27/2012	Michael Hartman	25.00	Cleared	09/30/2012
15700	08/27/2012	Natasha Davis	50.00	Cleared	09/30/2012
15701	08/27/2012	Natasha Freeman-batt	25.00	Cleared	09/30/2012
15702	08/27/2012	Philip Eugene Reidy	500.00	Cleared	08/31/2012
15703	08/27/2012	Phillip Drew	50.00	Cleared	09/30/2012
15704	08/27/2012	Robert Hart	250.00	Cleared	08/31/2012
15705	08/27/2012	Ryan Hamman	50.00	Cleared	09/30/2012
15706	08/27/2012	Shane Tyler Winters	95.00	Cleared	09/30/2012
15707	08/27/2012	Thomas Patrick Gauger	50.98	Cleared	08/31/2012
15708	08/27/2012	Travis David Zuroff	25.00	Cleared	09/30/2012
15710	08/31/2012	Target AP Recovery	50.00	Cleared	09/30/2012
15711	08/31/2012	Aaron Montoya	135.00	Cleared	09/30/2012
15712	08/31/2012	Aaron Montoya	135.00	Cleared	09/30/2012
15713	08/31/2012	Aaron Montoya	135.00	Cleared	09/30/2012
15714	08/31/2012	Aaron Montoya	135.00	Cleared	09/30/2012
15715	08/31/2012	Aaron Montoya	135.00	Cleared	09/30/2012
15716	08/31/2012	Aaron Montoya	135.00	Cleared	10/31/2012
15717	08/31/2012	Andrea Mae Delao	25.00	Cleared	09/30/2012
15718	08/31/2012	Andrew John Cunliffe	940.00	Cleared	09/30/2012
15719	08/31/2012	BARBARA PADILLA	500.00	Cleared	09/30/2012
15720	08/31/2012	Charles Anthony Walette	630.00	Cleared	09/30/2012
15721	08/31/2012	Charlie Lawson	545.00	Cleared	09/30/2012
15722	08/31/2012	Cody Harris	5.98	Cleared	10/31/2012
15723	08/31/2012	Connie Goodbear	50.00	Cleared	09/30/2012
15724	08/31/2012	Crime Victim Comp Program	300.00	Cleared	09/30/2012

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15725	08/31/2012	Crime Victim Compensation	50.00	Cleared	09/30/2012
15726	08/31/2012	Crime Victim Compensation Program	50.00	Cleared	09/30/2012
15727	08/31/2012	Crime Victim Compensation Program	100.00	Cleared	09/30/2012
15728	08/31/2012	Crime Victim Compensation Program	100.00	Cleared	09/30/2012
15729	08/31/2012	Edward R Hawthorne	25.00	Cleared	10/31/2012
15730	08/31/2012	Elizabeth Marie Roll	1500.00	Cleared	09/30/2012
15731	08/31/2012	Jackson R Romero	250.00	Cleared	09/30/2012
15732	08/31/2012	Jessica Laura Hill	15.00	Cleared	09/30/2012
15733	08/31/2012	Joanne Rock Above	50.00	Cleared	09/30/2012
15734	08/31/2012	June Ortman	50.00	Cleared	09/30/2012
15735	08/31/2012	Karen Finstad	1045.00	Cleared	09/30/2012
15736	08/31/2012	Karen Finstad	1685.00	Cleared	08/31/2012
15737	08/31/2012	Kent Florence	50.00	Cleared	10/31/2012
15738	08/31/2012	Larry Thompson	1045.00	Cleared	09/30/2012
15739	08/31/2012	Leanne Yucha	50.00	Cleared	09/30/2012
15740	08/31/2012	NAPA Distribution Center Attn: Loren Zo	50.00	Cleared	09/30/2012
15741	08/31/2012	Quentin Seabolt	250.00	Cleared	09/30/2012
15742	08/31/2012	Shane Gary Odenbach	570.00	Cleared	10/31/2012
15743	08/31/2012	Taylor Ita	19.02	Cleared	09/30/2012
15744	08/31/2012	Tom Cummings	60.00	Cleared	09/30/2012
15745	08/31/2012	Tyler John Weeden	275.00	Cleared	09/30/2012
15746	08/31/2012	Walmart - Heights	50.00	Cleared	09/30/2012
15749	09/06/2012	Beth Jones	50.00	Cleared	09/30/2012
15750	09/06/2012	Brad Blythe	50.00	Cleared	10/31/2012
15751	09/06/2012	Bruce M Thomas	50.00	Cleared	09/30/2012
15752	09/06/2012	City Of Billings Police Dept.	100.00	Cleared	09/30/2012
15753	09/06/2012	City Treasurer	161565.12	Cleared	09/30/2012
15754	09/06/2012	Crystal Lounge	20.00	Cleared	09/30/2012
15755	09/06/2012	Donna Huffman	25.00	Cleared	09/30/2012
15756	09/06/2012	Esperanza M Monroy	100.00	Cleared	09/30/2012
15757	09/06/2012	Heather Laber	50.00	Cleared	09/30/2012
15758	09/06/2012	Jeff Sekavec	50.00	Cleared	09/30/2012
15759	09/06/2012	John M Eadus	60.00	Cleared	09/30/2012
15760	09/06/2012	Kyla Jeanne Thornsley	50.00	Outstanding	
15761	09/06/2012	Leonard E Kenney	30.00	Cleared	09/30/2012
15762	09/06/2012	Lou Reillo	50.00	Cleared	12/31/2012

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15763	09/06/2012	Morgan Rae Thayer	15.00	Cleared	09/30/2012
15764	09/06/2012	Municipal Services Bureau	6662.81	Cleared	09/30/2012
15765	09/06/2012	Northside Pawn	215.00	Cleared	09/30/2012
15766	09/06/2012	Robert A Haman	25.00	Cleared	09/30/2012
15767	09/06/2012	Roger Wallace	50.00	Cleared	09/30/2012
15768	09/06/2012	Tashina Leann Richardson	50.00	Cleared	09/30/2012
15769	09/06/2012	Thomas Leroy Pinkerton	25.00	Cleared	09/30/2012
15770	09/06/2012	Tom Berry	100.00	Cleared	09/30/2012
15771	09/06/2012	Vernon Olds	40.00	Cleared	09/30/2012
15772	09/06/2012	Yellowstone County Treasurer	11814.63	Cleared	09/30/2012
15773	09/13/2012	Sherice Mae Wilson	50.00	Cleared	09/30/2012
15774	09/14/2012	Agustin Cano	695.00	Cleared	09/30/2012
15775	09/14/2012	Altana Band	44.84	Cleared	11/30/2012
15776	09/14/2012	Altimus Distributing	50.00	Cleared	09/30/2012
15777	09/14/2012	Antonia Agosta	40.00	Cleared	11/30/2012
15778	09/14/2012	Charles Norwood	1000.00	Cleared	09/30/2012
15779	09/14/2012	Chris Patrick Coulter	50.00	Cleared	09/30/2012
15780	09/14/2012	Christopher Patrick Coulter	50.00	Cleared	09/30/2012
15781	09/14/2012	Cindy Mae Buckner	50.00	Cleared	09/30/2012
15782	09/14/2012	City Of Billings	23.06	Cleared	09/30/2012
15783	09/14/2012	City Of Billings, c/o JoLynn Yerger	50.00	Cleared	09/30/2012
15784	09/14/2012	Clayton Fischer	815.00	Cleared	09/30/2012
15785	09/14/2012	Crime Victim Comp Program	100.00	Cleared	09/30/2012
15786	09/14/2012	Dan Zahn	26.94	Cleared	09/30/2012
15787	09/14/2012	Daniel Foos	390.00	Cleared	10/31/2012
15788	09/14/2012	Daniel S Repka	50.00	Cleared	09/30/2012
15789	09/14/2012	Holiday Store	50.00	Cleared	10/31/2012
15790	09/14/2012	J.J. Randall Elton	50.00	Cleared	09/30/2012
15791	09/14/2012	Jacob Alan Jackson	15.00	Voided	09/30/2012
15792	09/14/2012	James E. Smith	50.00	Cleared	09/30/2012
15793	09/14/2012	Jason Eugene Braley	40.00	Cleared	09/30/2012
15794	09/14/2012	Jim Marshall	100.00	Cleared	09/30/2012
15795	09/14/2012	Kathleen Breshears	265.00	Cleared	09/30/2012
15796	09/14/2012	Kelsey Thelen	500.00	Cleared	09/30/2012
15797	09/14/2012	Ken Roll	9.77	Cleared	09/30/2012
15798	09/14/2012	Kenneth Romero	25.00	Cleared	09/30/2012

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15799	09/14/2012	Larry Dean Cochrane	360.00	Cleared	09/30/2012
15800	09/14/2012	Lisa Sullivan	390.00	Outstanding	
15801	09/14/2012	Lisa Sullivan	1000.00	Outstanding	
15802	09/14/2012	Mandi Smith	395.00	Cleared	09/30/2012
15803	09/14/2012	Mariah Eslinger	25.00	Cleared	09/30/2012
15804	09/14/2012	Marybeth B Connolly	1000.00	Cleared	09/30/2012
15805	09/14/2012	Morgan Covington	145.00	Cleared	09/30/2012
15806	09/14/2012	Richard Bennis	250.00	Cleared	09/30/2012
15807	09/14/2012	Roger Wallace	50.00	Outstanding	
15808	09/14/2012	Sommer Dawn Robison	200.00	Cleared	09/30/2012
15809	09/14/2012	Thelma Faye Weil	750.00	Cleared	09/30/2012
15810	09/14/2012	Trisha Harper	50.00	Cleared	09/30/2012
15811	09/14/2012	Valerie Mcmurtry	75.00	Cleared	09/30/2012
15812	09/14/2012	Wendi Noelle Largent	100.00	Cleared	09/30/2012
15813	09/14/2012	Westley Fuchs	200.00	Cleared	09/30/2012
15814	09/14/2012	Whitney Meschke	1340.00	Cleared	09/30/2012
15815	09/14/2012	Whitney Meschke	1685.00	Cleared	09/30/2012
15816	09/14/2012	Whitney Ybarra	50.00	Cleared	09/30/2012
15817	09/21/2012	Denny's Restaurant	25.00	Cleared	10/31/2012
15818	09/21/2012	K-Mart	50.00	Cleared	11/30/2012
15819	09/21/2012	State Farm Insurance	13.93	Cleared	10/31/2012
15820	09/21/2012	Target AP Recovery	38.75	Cleared	10/31/2012
15821	09/21/2012	Allen Propp	25.00	Cleared	09/30/2012
15822	09/21/2012	Assurant Health	105.00	Cleared	11/30/2012
15823	09/21/2012	Billeta Hogemark Swallow	95.00	Cleared	09/30/2012
15824	09/21/2012	Bob Berry	116.25	Cleared	09/30/2012
15825	09/21/2012	Catherine Jane Grott	50.00	Cleared	10/31/2012
15826	09/21/2012	City of Billings Animal Shelter	50.00	Cleared	09/30/2012
15827	09/21/2012	Costco	25.00	Cleared	10/31/2012
15828	09/21/2012	Craig Rider	50.00	Cleared	10/31/2012
15829	09/21/2012	Crime Victim Comp Program	300.00	Cleared	10/31/2012
15830	09/21/2012	Crime Victim Compensation	50.00	Cleared	10/31/2012
15831	09/21/2012	Crime Victim Compensation Program	25.00	Cleared	10/31/2012
15832	09/21/2012	Crime Victim Compensation Program	25.00	Cleared	10/31/2012
15833	09/21/2012	Crime Victim Compensation Program	50.00	Cleared	10/31/2012
15834	09/21/2012	First National Pawn	25.00	Cleared	09/30/2012

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15835	09/21/2012	James Novotny	11.07	Cleared	10/31/2012
15836	09/21/2012	Karen Geraldine Zaso	20.00	Cleared	10/31/2012
15837	09/21/2012	Kathie Grinder	50.00	Cleared	09/30/2012
15838	09/21/2012	Kathleen Breshears	250.00	Cleared	09/30/2012
15839	09/21/2012	Laurie Dolan	1015.00	Cleared	09/30/2012
15840	09/21/2012	Leonard E Kenney	30.00	Cleared	10/31/2012
15841	09/21/2012	Les Benner	50.00	Cleared	10/31/2012
15842	09/21/2012	Michele Dyk	295.00	Cleared	09/30/2012
15843	09/21/2012	Mary Valley	50.00	Cleared	10/31/2012
15844	09/21/2012	Michael Hartman	25.00	Cleared	10/31/2012
15845	09/21/2012	Miranda Karst	2000.00	Outstanding	
15846	09/21/2012	Sheila Lamprecht	50.00	Cleared	10/31/2012
15847	09/21/2012	Shelbi M Godfrey	60.00	Cleared	09/30/2012
15848	09/21/2012	St. Vincent Healthcare	38.75	Cleared	09/30/2012
15849	09/21/2012	Terry Jellison	1510.00	Cleared	09/30/2012
15850	09/21/2012	Timothy John Strong	295.00	Cleared	09/30/2012
15851	09/21/2012	Timothy Nelsen	77.50	Outstanding	
15852	09/21/2012	Travis David Zuroff	25.00	Cleared	10/31/2012
15853	09/21/2012	Zach Couhy	77.50	Cleared	10/31/2012
15854	09/21/2012	judy,baggs	500.00	Cleared	10/31/2012
15855	09/28/2012	City Of Billings	300.00	Cleared	10/31/2012
15856	09/28/2012	Holiday Station	25.00	Cleared	10/31/2012
15857	09/28/2012	Pacific Steel	132.15	Cleared	10/31/2012
15858	09/28/2012	Andrea Mae Delao	25.00	Cleared	10/31/2012
15859	09/28/2012	Billings Parks, Recreation and Land	25.00	Cleared	10/31/2012
15860	09/28/2012	Bonnie Dittmer	1312.16	Cleared	10/31/2012
15861	09/28/2012	Brad Zundel	185.00	Cleared	10/31/2012
15862	09/28/2012	Brandon Jon Crawford	720.00	Cleared	10/31/2012
15863	09/28/2012	Brandon Lee Stanley	47.00	Outstanding	
15864	09/28/2012	CRYSTAL FREDICKS	440.00	Cleared	11/30/2012
15865	09/28/2012	City Of Billings, c/o JoLynn Yerger	130.00	Cleared	10/31/2012
15866	09/28/2012	Edward R Hawthorne	12.50	Cleared	10/31/2012
15867	09/28/2012	Elizabeth DeCicco	50.00	Cleared	10/31/2012
15868	09/28/2012	First Interstate Bank Attn: Brian Brown	25.00	Cleared	10/31/2012
15869	09/28/2012	Holiday	27.52	Cleared	10/31/2012
15870	09/28/2012	James J Pavelis	25.00	Cleared	10/31/2012

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15871	09/28/2012	Jamie Jawort	100.00	Cleared	10/31/2012
15872	09/28/2012	Jennifer Avants	50.00	Cleared	10/31/2012
15873	09/28/2012	Jeremy James Azure	445.00	Cleared	10/31/2012
15874	09/28/2012	Leanne Yucha	50.00	Cleared	10/31/2012
15875	09/28/2012	Mary Opp	25.00	Cleared	10/31/2012
15876	09/28/2012	Matthew D Holm	1045.00	Cleared	10/31/2012
15877	09/28/2012	Meridian	29.00	Cleared	10/31/2012
15878	09/28/2012	Montana Lil's	300.00	Cleared	10/31/2012
15879	09/28/2012	Nancy Graham	849.81	Cleared	10/31/2012
15880	09/28/2012	Natasha Davis	50.00	Cleared	12/31/2012
15881	09/28/2012	Natasha Freeman-batt	25.00	Cleared	10/31/2012
15882	09/28/2012	Richard Charles Vandecar	275.00	Cleared	10/31/2012
15883	09/28/2012	Robin Dildine	50.00	Cleared	10/31/2012
15884	09/28/2012	Scott Alexander Babbitt	50.00	Cleared	10/31/2012
15885	09/28/2012	Shelley Pierce	12.50	Cleared	10/31/2012
15886	09/28/2012	State Farm	12.86	Cleared	10/31/2012
15887	09/28/2012	Target	22.48	Cleared	01/31/2013
15888	09/28/2012	Thomas Patrick Gauger	50.00	Cleared	10/31/2012
15889	09/28/2012	Vanderberg, Karen Lynne	195.00	Cleared	10/31/2012
15890	10/05/2012	Sears	50.00	Cleared	10/31/2012
15891	10/05/2012	Sears	50.00	Cleared	10/31/2012
15892	10/05/2012	St. Vincent's Healthcare	50.00	Cleared	10/31/2012
15893	10/05/2012	Brad Blythe	50.00	Cleared	10/31/2012
15894	10/05/2012	Bruce M Thomas	50.00	Cleared	10/31/2012
15895	10/05/2012	Carrie Purcell Brown	100.00	Cleared	10/31/2012
15896	10/05/2012	Christopher Maize	1045.00	Cleared	10/31/2012
15897	10/05/2012	Christy Aarnold	25.00	Cleared	10/31/2012
15898	10/05/2012	City Treasurer	153823.09	Cleared	10/31/2012
15899	10/05/2012	First National Pawn	25.00	Cleared	10/31/2012
15900	10/05/2012	Jarrett Wanner	100.00	Cleared	10/31/2012
15901	10/05/2012	Jason Eugene Braley	40.00	Cleared	10/31/2012
15902	10/05/2012	Jeff Sekavec	50.00	Cleared	10/31/2012
15903	10/05/2012	Joanne Rock Above	50.00	Cleared	10/31/2012
15904	10/05/2012	John M Eadus	35.00	Cleared	10/31/2012
15905	10/05/2012	Joseph Lee Chilton	485.00	Cleared	10/31/2012
15906	10/05/2012	Kent Florence	25.00	Cleared	11/30/2012

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15907	10/05/2012	Mariah Eslinger	25.00	Cleared	10/31/2012
15908	10/05/2012	Michaela Schultz	720.00	Cleared	10/31/2012
15909	10/05/2012	Municipal Services Bureau	5522.23	Cleared	10/31/2012
15910	10/05/2012	NAPA Distribution Center Attn: Loren Zo	50.00	Cleared	10/31/2012
15911	10/05/2012	Pacific Steel and Recycling	20.00	Cleared	10/31/2012
15912	10/05/2012	Patti Cracraft	500.00	Cleared	10/31/2012
15913	10/05/2012	Pete Portra	50.00	Cleared	10/31/2012
15914	10/05/2012	Phillip Drew	50.00	Cleared	11/30/2012
15915	10/05/2012	Reger, Debra	595.00	Cleared	10/31/2012
15916	10/05/2012	Roger Wallace	25.00	Cleared	10/31/2012
15917	10/05/2012	Saud Alharbi	25.00	Cleared	10/31/2012
15918	10/05/2012	Sherry Walkingeagle	500.00	Outstanding	
15919	10/05/2012	Sherry Walkingeagle	1000.00	Outstanding	
15920	10/05/2012	Steven John Butky	5.00	Outstanding	
15921	10/05/2012	Steven John Butky	590.00	Outstanding	
15922	10/05/2012	Taylor Ita	50.00	Cleared	12/31/2012
15923	10/05/2012	Tom Cummings	100.00	Cleared	10/31/2012
15924	10/05/2012	Trisha Harper	25.00	Cleared	10/31/2012
15925	10/05/2012	Walter Schantle	135.00	Outstanding	
15926	10/05/2012	Wendi Noelle Largent	100.00	Cleared	11/30/2012
15927	10/05/2012	Yellow Cab	21.50	Cleared	10/31/2012
15928	10/05/2012	Yellowstone County Treasurer	12021.59	Cleared	10/31/2012
15929	10/12/2012	Albertsons	2.29	Cleared	11/30/2012
15930	10/12/2012	Walmart	1.58	Cleared	10/31/2012
15931	10/12/2012	Assurant Health	50.00	Cleared	11/30/2012
15932	10/12/2012	City of Billings Animal Shelter	15.00	Cleared	11/30/2012
15933	10/12/2012	Clisty Lozon Burckhard	100.00	Cleared	01/31/2013
15934	10/12/2012	Daniel S Repka	50.00	Cleared	10/31/2012
15935	10/12/2012	Donna Huffman	50.00	Cleared	10/31/2012
15936	10/12/2012	Esperanza M Monroy	100.00	Cleared	10/31/2012
15937	10/12/2012	First Interstate Bank Attn: Brian Brown	12.50	Cleared	10/31/2012
15938	10/12/2012	Janice Johnson	1095.00	Cleared	10/31/2012
15939	10/12/2012	Jeanie Caroline Garoutte	500.00	Cleared	10/31/2012
15940	10/12/2012	Jim Marshall	50.00	Cleared	10/31/2012
15941	10/12/2012	John M. Zaremba	300.00	Cleared	10/31/2012
15942	10/12/2012	Lashonda Neuman	110.00	Cleared	10/31/2012

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15943	10/12/2012	Lavette Johansen	40.00	Cleared	10/31/2012
15944	10/12/2012	Lou Reillo	50.00	Cleared	10/31/2012
15945	10/12/2012	Nathan Scott Miller	595.00	Cleared	10/31/2012
15946	10/12/2012	Richard Taptto	1095.00	Voided	01/31/2013
15947	10/12/2012	Richard Lee McBride	595.00	Cleared	10/31/2012
15948	10/12/2012	Robert A Haman	20.00	Cleared	10/31/2012
15949	10/12/2012	Robert Raymond Hill	50.00	Cleared	10/31/2012
15950	10/12/2012	Rodney Rogina	40.00	Outstanding	
15951	10/12/2012	Roger Wallace	50.00	Cleared	10/31/2012
15952	10/12/2012	Ryan Hamman	100.00	Cleared	10/31/2012
15953	10/12/2012	Samantha Schweigert	870.00	Cleared	10/31/2012
15954	10/12/2012	Sarah Schreder	300.00	Cleared	10/31/2012
15955	10/12/2012	Valerie Mcmurtry	50.00	Cleared	10/31/2012
15956	10/12/2012	Vernon Olds	100.00	Cleared	10/31/2012
15957	10/12/2012	Westley Fuchs	200.00	Cleared	10/31/2012
15958	10/19/2012	Walmart	50.00	Cleared	10/31/2012
15959	10/19/2012	Antonia Agosta	40.00	Cleared	11/30/2012
15960	10/19/2012	Ashlie Jade Stokke	50.00	Outstanding	
15961	10/19/2012	Beth Jones	30.00	Cleared	10/31/2012
15962	10/19/2012	Big 5 Motel	20.00	Cleared	11/30/2012
15963	10/19/2012	Billings Police Dept	25.00	Cleared	11/30/2012
15964	10/19/2012	Brettney Vermandel	1685.00	Cleared	12/31/2012
15965	10/19/2012	Christopher Miller	1045.00	Cleared	10/31/2012
15966	10/19/2012	Cindy Mae Buckner	50.00	Cleared	10/31/2012
15967	10/19/2012	City Of Billings-c/o JoLynn Yerger	50.00	Cleared	11/30/2012
15968	10/19/2012	Connie Goodbear	50.00	Cleared	10/31/2012
15969	10/19/2012	Costco	17.98	Cleared	11/30/2012
15970	10/19/2012	Craig Rider	50.00	Cleared	01/31/2013
15971	10/19/2012	Crime Victim Compensation	50.00	Cleared	11/30/2012
15972	10/19/2012	Crime Victim Compensation Program	25.00	Cleared	11/30/2012
15973	10/19/2012	Crime Victim Compensation Program	25.00	Cleared	11/30/2012
15974	10/19/2012	Crime Victim Compensation Program	25.00	Cleared	11/30/2012
15975	10/19/2012	DANIEL, ALLEN JAMES	720.00	Cleared	10/31/2012
15976	10/19/2012	Daniel Lee Beckers	295.00	Cleared	10/31/2012
15977	10/19/2012	Daren Schultz	720.00	Cleared	10/31/2012
15978	10/19/2012	Derek Geiss	250.00	Cleared	10/31/2012

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15979	10/19/2012	Derek Giess	95.00	Cleared	10/31/2012
15980	10/19/2012	Derek Giess	195.00	Cleared	10/31/2012
15981	10/19/2012	Derek Giess	200.00	Cleared	10/31/2012
15982	10/19/2012	Dorothy Debiase	1095.00	Cleared	10/31/2012
15983	10/19/2012	Douglas Kirby	2500.00	Cleared	11/30/2012
15984	10/19/2012	Douglas Triggs	295.00	Cleared	10/31/2012
15985	10/19/2012	Elias J. Notafraid	295.00	Cleared	10/31/2012
15986	10/19/2012	Ernan Arthur Cortes	870.00	Cleared	10/31/2012
15987	10/19/2012	Fred Allen Hajek	45.00	Cleared	10/31/2012
15988	10/19/2012	Gary R. Amundson	720.00	Cleared	10/31/2012
15989	10/19/2012	Holiday Store	50.00	Cleared	10/31/2012
15990	10/19/2012	Jeffrey Altenburg	350.00	Cleared	10/31/2012
15991	10/19/2012	Jeffrey Wilson	720.00	Cleared	10/31/2012
15992	10/19/2012	John Asalo	40.00	Cleared	11/30/2012
15993	10/19/2012	John Asalo	40.00	Cleared	11/30/2012
15994	10/19/2012	Karen Geraldine Zaso	20.00	Cleared	10/31/2012
15995	10/19/2012	Katherine C Bursley	50.00	Outstanding	
15996	10/19/2012	Leah Boyer	100.00	Outstanding	
15997	10/19/2012	Les Benner	50.00	Cleared	10/31/2012
15998	10/19/2012	Leslie Surber	40.00	Cleared	10/31/2012
15999	10/19/2012	Lucas Alan Deisz	130.00	Cleared	10/31/2012
16000	10/19/2012	Marti Lafranier	500.00	Outstanding	
16001	10/19/2012	Mary Valley	30.00	Cleared	10/31/2012
16002	10/19/2012	Matthew Brubaker	1045.00	Cleared	10/31/2012
16003	10/19/2012	Michael Hartman	20.00	Cleared	10/31/2012
16004	10/19/2012	Michael Idhen	350.00	Outstanding	
16005	10/19/2012	Michael Robert Elgersma	25.00	Cleared	11/30/2012
16006	10/19/2012	Mike Parnell	500.00	Cleared	11/30/2012
16007	10/19/2012	Mike Robinson	750.00	Cleared	10/31/2012
16008	10/19/2012	NAPA Distribution Center Attn: Loren Zo	50.00	Cleared	10/31/2012
16009	10/19/2012	Nora Anna Tramp	100.00	Outstanding	
16010	10/19/2012	Pacific Steel and Recycling	30.00	Cleared	10/31/2012
16011	10/19/2012	Randall Pates	1120.00	Cleared	10/31/2012
16012	10/19/2012	Richard Doherty	1000.00	Cleared	10/31/2012
16013	10/19/2012	Richard James Brown	25.00	Cleared	10/31/2012
16014	10/19/2012	Robin Dildine	50.00	Cleared	10/31/2012

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16015	10/19/2012	Ronald Santi	50.00	Cleared	10/31/2012
16016	10/19/2012	Ronald White	400.00	Cleared	10/31/2012
16017	10/19/2012	Roseann Lashuay	100.00	Outstanding	
16018	10/19/2012	Sarah Door	100.00	Outstanding	
16019	10/19/2012	Seth Scheller	1095.00	Cleared	10/31/2012
16020	10/19/2012	Sheila Lamprecht	50.00	Cleared	10/31/2012
16021	10/19/2012	Shelbi M Godfrey	50.00	Outstanding	
16022	10/19/2012	Tabitha Basil	60.00	Cleared	10/31/2012
16023	10/19/2012	Tashina Leann Richardson	50.00	Outstanding	
16024	10/19/2012	Thomas Edward Otoole	720.00	Cleared	10/31/2012
16025	10/19/2012	Tom Berry	75.00	Cleared	10/31/2012
16026	10/19/2012	Wacey L Realbird	50.00	Cleared	11/30/2012
16027	10/19/2012	Whitney Ybarra	50.00	Cleared	11/30/2012
16028	10/26/2012	Denny's Restaurant	3.06	Cleared	11/30/2012
16029	10/26/2012	FIRST NATIONAL PAWN	84.00	Cleared	10/31/2012
16030	10/26/2012	K-Mart	50.00	Cleared	11/30/2012
16031	10/26/2012	Sears	50.00	Cleared	11/30/2012
16032	10/26/2012	Andreanna Woodward	570.00	Cleared	11/30/2012
16033	10/26/2012	Ashley Saylor	5.00	Cleared	11/30/2012
16034	10/26/2012	BARBARA NICKOLA	555.00	Cleared	11/30/2012
16035	10/26/2012	Billings Parks, Recreation and Land	25.00	Cleared	11/30/2012
16036	10/26/2012	Brian S. Howe	135.00	Outstanding	
16037	10/26/2012	Brooke Roberts	195.00	Cleared	10/31/2012
16038	10/26/2012	Carol Roberts	100.00	Outstanding	
16039	10/26/2012	Carolyn Osik	870.00	Cleared	11/30/2012
16040	10/26/2012	Christopher Joseph Hamilton	10.00	Cleared	11/30/2012
16041	10/26/2012	City Of Billings	23.06	Cleared	10/31/2012
16042	10/26/2012	Craig Rech	195.00	Cleared	11/30/2012
16043	10/26/2012	Dale Frey	295.00	Cleared	10/31/2012
16044	10/26/2012	Dan Zahn	26.94	Cleared	11/30/2012
16045	10/26/2012	Del Troxel	25.00	Cleared	11/30/2012
16046	10/26/2012	Donald Kolstad	195.00	Cleared	10/31/2012
16047	10/26/2012	Edward R Hawthorne	25.00	Cleared	11/30/2012
16048	10/26/2012	Emilia Gonzales	250.00	Cleared	10/31/2012
16049	10/26/2012	Felicia Rose Hofer	15.00	Voided	10/31/2012
16050	10/26/2012	Heather Laber	50.00	Cleared	11/30/2012

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16051	10/26/2012	J.J. Randall Elton	12.50	Cleared	11/30/2012
16052	10/26/2012	Jackson R Romero	280.00	Cleared	11/30/2012
16053	10/26/2012	James J Pavelis	50.00	Cleared	11/30/2012
16054	10/26/2012	Jamie Jawort	150.00	Cleared	10/31/2012
16055	10/26/2012	Jay Foley	1120.00	Cleared	11/30/2012
16056	10/26/2012	Jennifer Avants	50.00	Cleared	11/30/2012
16057	10/26/2012	Jody Howard	720.00	Cleared	11/30/2012
16058	10/26/2012	Jonathan Eugene Elton	12.50	Cleared	11/30/2012
16059	10/26/2012	Joshua Clause	195.00	Cleared	11/30/2012
16060	10/26/2012	Joshua Kitzenberg	270.00	Cleared	11/30/2012
16061	10/26/2012	Kayrlynn Goode	1415.00	Cleared	11/30/2012
16062	10/26/2012	Kim Good	1900.00	Cleared	11/30/2012
16063	10/26/2012	Kim Hirt	250.00	Cleared	11/30/2012
16064	10/26/2012	Leanne Yucha	50.00	Cleared	11/30/2012
16065	10/26/2012	Luis Rodriguez	270.00	Cleared	11/30/2012
16066	10/26/2012	Mark A Pagano	250.00	Cleared	11/30/2012
16067	10/26/2012	Matthew Lund	445.00	Cleared	11/30/2012
16068	10/26/2012	Michael Pilon	395.00	Cleared	11/30/2012
16069	10/26/2012	Patrick Dooks	500.00	Cleared	11/30/2012
16070	10/26/2012	Paul Ruechel	640.00	Cleared	11/30/2012
16071	10/26/2012	Robert Hoose	50.00	Outstanding	
16072	10/26/2012	Roger Wallace	504.00	Cleared	11/30/2012
16073	10/26/2012	Sandra TwoTwo	195.00	Cleared	11/30/2012
16074	10/26/2012	Sommer Dawn Robison	100.00	Cleared	11/30/2012
16075	10/26/2012	St. Vincent Healthcare	38.75	Cleared	11/30/2012
16076	10/26/2012	State Farm	12.86	Cleared	11/30/2012
16077	10/26/2012	Sunni g Harris	500.00	Cleared	10/31/2012
16078	10/26/2012	Tana Ash	195.00	Cleared	11/30/2012
16079	10/26/2012	Tanya Brumley	500.00	Cleared	10/31/2012
16080	10/26/2012	Tara Sorenson	110.00	Cleared	11/30/2012
16081	10/26/2012	Terry Michael Armstrong	25.00	Cleared	12/31/2012
16082	10/26/2012	Thomas Patrick Gauger	50.00	Cleared	11/30/2012
16083	10/26/2012	Tori Tequi Yellowrobe	5.00	Outstanding	
16084	10/26/2012	Travis David Zuroff	25.00	Cleared	11/30/2012
16085	10/26/2012	Victo Johnson	135.00	Cleared	11/30/2012
16086	10/26/2012	Victor Johnson	110.00	Cleared	11/30/2012

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16087	10/26/2012	Victor Johnson	135.00	Cleared	11/30/2012
16088	10/26/2012	Victor Johnson	135.00	Cleared	11/30/2012
16089	10/26/2012	Victor Johnson	135.00	Cleared	11/30/2012
16090	10/26/2012	William Zimmer	100.00	Cleared	11/30/2012
16091	11/02/2012	City Of Billings	303.60	Cleared	12/31/2012
16092	11/02/2012	Holiday	60.84	Cleared	11/30/2012
16093	11/02/2012	Holiday Station	6.43	Cleared	11/30/2012
16094	11/02/2012	Montana Rail Link	17.50	Cleared	11/30/2012
16095	11/02/2012	Northside Pawn	100.00	Cleared	11/30/2012
16096	11/02/2012	State Farm Insurance	100.00	Cleared	11/30/2012
16097	11/02/2012	Walmart	50.00	Cleared	11/30/2012
16098	11/02/2012	Becky Yourk	185.05	Cleared	11/30/2012
16099	11/02/2012	Bernie Cly	720.00	Cleared	12/31/2012
16100	11/02/2012	Blake Calvin Adams	38.75	Cleared	11/30/2012
16101	11/02/2012	Brandon Lee Feller	306.42	Cleared	11/30/2012
16102	11/02/2012	Christy Aarnold	25.00	Cleared	11/30/2012
16103	11/02/2012	City Of Billings Police Dept.	100.00	Cleared	11/30/2012
16104	11/02/2012	City Of Billings, c/o JoLynn Yerger	200.00	Cleared	12/31/2012
16105	11/02/2012	City Treasurer	196309.66	Cleared	11/30/2012
16106	11/02/2012	Clarence J Hofer	100.00	Cleared	11/30/2012
16107	11/02/2012	Cody Harris	31.05	Cleared	11/30/2012
16108	11/02/2012	David Christopherson	270.00	Cleared	11/30/2012
16109	11/02/2012	Gary L. Strever SR.	500.00	Cleared	11/30/2012
16110	11/02/2012	Glen Korell	250.00	Cleared	11/30/2012
16111	11/02/2012	James Bruce Mill	75.00	Outstanding	
16112	11/02/2012	Jeff Sekavec	50.00	Cleared	11/30/2012
16113	11/02/2012	Jesse Thomas Dinsdale	370.00	Cleared	12/31/2012
16114	11/02/2012	Joshua Robert Sage	395.00	Cleared	11/30/2012
16115	11/02/2012	Kathryn E Knutson	430.00	Cleared	11/30/2012
16116	11/02/2012	Kathryn E. Knutson	290.00	Cleared	11/30/2012
16117	11/02/2012	Leonard E Kenney	30.00	Cleared	11/30/2012
16118	11/02/2012	Luis Rodriguez	595.00	Cleared	11/30/2012
16119	11/02/2012	Michael Shane Cooper	20.00	Cleared	11/30/2012
16120	11/02/2012	Municipal Services Bureau	6916.07	Cleared	11/30/2012
16121	11/02/2012	Natasha Freeman-batt	25.00	Cleared	11/30/2012
16122	11/02/2012	Perry S Compton	25.00	Cleared	11/30/2012

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16123	11/02/2012	Richard Aaron Rangel	100.00	Outstanding	
16124	11/02/2012	Robert Leland Kovatch	90.00	Cleared	11/30/2012
16125	11/02/2012	Shalline Maylowski	56.35	Cleared	12/31/2012
16126	11/02/2012	Steve Engelert	195.00	Cleared	12/31/2012
16127	11/02/2012	Steven Dalke	250.00	Cleared	11/30/2012
16128	11/02/2012	Taylor Ita	18.95	Cleared	12/31/2012
16129	11/02/2012	Tom Cummings	100.00	Cleared	11/30/2012
16130	11/02/2012	Trina D Birdhat	250.00	Voided	11/30/2012
16131	11/02/2012	Walmart - Heights	50.00	Cleared	11/30/2012
16132	11/02/2012	Wes Huber	595.00	Cleared	11/30/2012
16133	11/02/2012	William Richard Thomas	595.00	Cleared	11/30/2012
16134	11/02/2012	Yellowstone County Treasurer	16990.00	Cleared	11/30/2012
16135	11/02/2012	Young, Jacob W.	250.00	Cleared	11/30/2012
16136	11/09/2012	Rick Rabe	50.00	Cleared	12/31/2012
16137	11/09/2012	Sears	50.00	Cleared	11/30/2012
16138	11/09/2012	St. Vincent's Healthcare	50.00	Cleared	11/30/2012
16139	11/09/2012	Andrea Mae Delao	25.00	Cleared	11/30/2012
16140	11/09/2012	Andrew Cooper	50.00	Cleared	11/30/2012
16141	11/09/2012	Assurant Health	50.00	Cleared	12/31/2012
16142	11/09/2012	Bruce M Thomas	50.00	Cleared	11/30/2012
16143	11/09/2012	Carrie Purcell Brown	150.00	Cleared	11/30/2012
16144	11/09/2012	Donna Huffman	50.00	Cleared	11/30/2012
16145	11/09/2012	Ervallynn Nomee	50.00	Outstanding	
16146	11/09/2012	Esperanza M Monroy	50.00	Cleared	11/30/2012
16147	11/09/2012	Jason Eugene Braley	40.00	Cleared	11/30/2012
16148	11/09/2012	Jennifer Mcbride	25.00	Cleared	11/30/2012
16149	11/09/2012	Jim Marshall	50.00	Outstanding	
16150	11/09/2012	John M Eadus	35.00	Cleared	12/31/2012
16151	11/09/2012	June Ortman	50.00	Cleared	11/30/2012
16152	11/09/2012	Justin Ostermiller	100.00	Cleared	11/30/2012
16153	11/09/2012	Karen Sanderson	25.00	Cleared	11/30/2012
16154	11/09/2012	Kenneth Romero	30.00	Cleared	11/30/2012
16155	11/09/2012	Lou Reillo	50.00	Cleared	11/30/2012
16156	11/09/2012	Mariah Eslinger	25.00	Cleared	11/30/2012
16157	11/09/2012	Shane J. Mance	250.00	Cleared	11/30/2012
16158	11/09/2012	Vernon Olds	50.00	Cleared	11/30/2012

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16159	11/09/2012	Westley Fuchs	200.00	Cleared	11/30/2012
16160	11/16/2012	K-Mart	50.00	Cleared	12/31/2012
16161	11/16/2012	Alyssa Devener	1095.00	Cleared	11/30/2012
16162	11/16/2012	Antonia Agosta	549.92	Cleared	11/30/2012
16163	11/16/2012	City Of Billings-c/o JoLynn Yerger	50.00	Cleared	12/31/2012
16164	11/16/2012	City of Billings Animal Shelter	100.00	Cleared	11/30/2012
16165	11/16/2012	Connie Goodbear	50.00	Cleared	11/30/2012
16166	11/16/2012	Crime Victim Comp Program	50.00	Cleared	12/31/2012
16167	11/16/2012	Crime Victim Comp Program	300.00	Cleared	12/31/2012
16168	11/16/2012	David Schreiner	5000.00	Cleared	11/30/2012
16169	11/16/2012	First Interstate Bank Attn: Brian Brown	12.50	Cleared	11/30/2012
16170	11/16/2012	Greg Pope	151.28	Cleared	11/30/2012
16171	11/16/2012	Gregory Nelson Jones	1045.00	Cleared	11/30/2012
16172	11/16/2012	Holiday Store	50.00	Cleared	11/30/2012
16173	11/16/2012	JOETTA MARULLO	870.00	Cleared	11/30/2012
16174	11/16/2012	Jerimy Jeffery	445.00	Cleared	11/30/2012
16175	11/16/2012	Karen Geraldine Zaso	20.00	Cleared	12/31/2012
16176	11/16/2012	Kent Florence	50.00	Cleared	12/31/2012
16177	11/16/2012	Kyra Lopez	1140.00	Cleared	11/30/2012
16178	11/16/2012	Lorn Welch	395.00	Cleared	11/30/2012
16179	11/16/2012	Mary Valley	50.00	Cleared	11/30/2012
16180	11/16/2012	Michael Hartman	60.00	Cleared	11/30/2012
16181	11/16/2012	Michael Roy Roseberry	445.00	Cleared	11/30/2012
16182	11/16/2012	NAPA Distribution Center Attn: Loren Zo	50.00	Cleared	11/30/2012
16183	11/16/2012	Nicole Hamnes	50.00	Cleared	11/30/2012
16184	11/16/2012	Ronald Santi	50.00	Cleared	11/30/2012
16185	11/16/2012	Samuel Eugene Rhoades	195.00	Cleared	12/31/2012
16186	11/16/2012	Sheila Lamprecht	50.00	Cleared	12/31/2012
16187	11/16/2012	Shelbi M Godfrey	50.00	Cleared	11/30/2012
16188	11/16/2012	St. Vincent Healthcare	50.00	Cleared	11/30/2012
16189	11/16/2012	Stacie M Warehime	50.00	Cleared	11/30/2012
16190	11/16/2012	Thomas Leroy Pinkerton	50.00	Cleared	12/31/2012
16191	11/16/2012	Tim R Howe	150.00	Cleared	01/31/2013
16192	11/16/2012	Victoria Dedmore	295.00	Cleared	11/30/2012
16193	11/16/2012	Wendi Noelle Largent	100.00	Cleared	12/31/2012
16194	11/27/2012	Ultra Tan	99.00	Cleared	12/31/2012

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16195	11/27/2012	Walmart	19.88	Cleared	12/31/2012
16196	11/27/2012	Altimus Distributing	50.00	Cleared	11/30/2012
16197	11/27/2012	Amy Sue Kriedeman	100.00	Cleared	12/31/2012
16198	11/27/2012	Ashley Buise	50.00	Cleared	12/31/2012
16199	11/27/2012	Aubrey Blackeagle	720.00	Cleared	12/31/2012
16200	11/27/2012	Bernadette Madsen	620.00	Cleared	01/31/2013
16201	11/27/2012	Billings Parks, Recreation and Land	25.00	Cleared	12/31/2012
16202	11/27/2012	Brad Allan Kinsey	195.00	Cleared	12/31/2012
16203	11/27/2012	Bradley Skjoldal	750.00	Cleared	11/30/2012
16204	11/27/2012	Bruce M Thomas	29.19	Cleared	11/30/2012
16205	11/27/2012	Bryan Anderson	50.00	Cleared	11/30/2012
16206	11/27/2012	Carrie Hugs	500.00	Cleared	12/31/2012
16207	11/27/2012	Carrie Hugs	500.00	Cleared	12/31/2012
16208	11/27/2012	City Of Billings, c/o JoLynn Yerger	150.00	Cleared	12/31/2012
16209	11/27/2012	Cody Harris	5.93	Cleared	12/31/2012
16210	11/27/2012	Craig Rider	50.00	Cleared	01/31/2013
16211	11/27/2012	Crime Victim Compensation Program	25.00	Cleared	12/31/2012
16212	11/27/2012	Crime Victim Compensation Program	25.00	Cleared	12/31/2012
16213	11/27/2012	Edward R Hawthorne	12.50	Cleared	12/31/2012
16214	11/27/2012	Fredrick Naylor	20.81	Cleared	11/30/2012
16215	11/27/2012	Greg & Lani Monical	25.00	Cleared	12/31/2012
16216	11/27/2012	Hal Henrickson	1045.00	Cleared	11/30/2012
16217	11/27/2012	Harlan Mauch	500.00	Cleared	12/31/2012
16218	11/27/2012	Heather Laber	25.00	Cleared	12/31/2012
16219	11/27/2012	Isaiah Housing	570.14	Cleared	12/31/2012
16220	11/27/2012	James J Pavelis	50.00	Cleared	12/31/2012
16221	11/27/2012	Jennifer Avants	50.00	Cleared	11/30/2012
16222	11/27/2012	Joanne Rock Above	50.00	Cleared	11/30/2012
16223	11/27/2012	Kenneth Romero	20.00	Cleared	11/30/2012
16224	11/27/2012	Les Benner	50.00	Cleared	12/31/2012
16225	11/27/2012	Mary Ann Bradley	650.00	Cleared	11/30/2012
16226	11/27/2012	Pacific Steel and Recycling	4.80	Cleared	12/31/2012
16227	11/27/2012	Raymond Olin	195.00	Cleared	11/30/2012
16228	11/27/2012	Richard James Brown	50.00	Cleared	11/30/2012
16229	11/27/2012	Robin Dildine	50.00	Cleared	12/31/2012
16230	11/27/2012	Rodney Rogina	30.00	Outstanding	

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16231	11/27/2012	Ryan Hamman	16.50	Cleared	11/30/2012
16232	11/27/2012	Sandra Sukin	8.50	Cleared	12/31/2012
16233	11/27/2012	Sherry Walkingeagle	8000.00	Outstanding	
16234	11/27/2012	THELMA, WEIL	20000.00	Cleared	11/30/2012
16235	11/27/2012	Tabitha Basil	100.00	Cleared	11/30/2012
16236	11/27/2012	Taylor Ita	19.07	Cleared	12/31/2012
16237	11/27/2012	Thomas Patrick Gauger	50.00	Cleared	01/31/2013
16238	11/27/2012	Timothy Erdman Lohrmann	1555.00	Cleared	11/30/2012
16239	11/27/2012	Tom Berry	15.02	Cleared	11/30/2012
16240	11/27/2012	Travis David Zuroff	25.00	Cleared	11/30/2012
16241	11/27/2012	Valerie Mcurtry	125.00	Cleared	01/31/2013
16242	11/27/2012	Vicki Johnson	100.00	Cleared	01/31/2013
16243	11/27/2012	Virgil Marvin Boelter	35.00	Cleared	11/30/2012
16244	11/27/2012	Whitney Ybarra	50.00	Outstanding	
16245	11/27/2012	William Rathert	245.00	Cleared	12/31/2012
16246	11/27/2012	kristin Wich	195.00	Cleared	11/30/2012
16247	11/30/2012	Sears	25.00	Cleared	12/31/2012
16248	11/30/2012	Beth Jones	50.00	Cleared	12/31/2012
16249	11/30/2012	Charles Edward Barrett	1290.00	Cleared	12/31/2012
16250	11/30/2012	Charlie Lawson	545.00	Cleared	12/31/2012
16251	11/30/2012	Charlie Lawson	1035.00	Cleared	12/31/2012
16252	11/30/2012	Cindy Mae Buckner	50.00	Cleared	12/31/2012
16253	11/30/2012	City Treasurer	122222.64	Cleared	12/31/2012
16254	11/30/2012	Crime Victim Comp Program	300.00	Cleared	12/31/2012
16255	11/30/2012	Jennifer McBride	104.27	Cleared	12/31/2012
16256	11/30/2012	Jenny Weaver	100.00	Cleared	12/31/2012
16257	11/30/2012	Leanne Yucha	50.00	Cleared	12/31/2012
16258	11/30/2012	Leonard E Kenney	27.00	Cleared	12/31/2012
16259	11/30/2012	Mark Lawler	75.00	Cleared	12/31/2012
16260	11/30/2012	Municipal Services Bureau	3361.42	Cleared	12/31/2012
16261	11/30/2012	Natasha Freeman-batt	25.00	Cleared	12/31/2012
16262	11/30/2012	Northwest Pawn	25.00	Cleared	12/31/2012
16263	11/30/2012	Perry S Compton	25.00	Cleared	12/31/2012
16264	11/30/2012	Robert Keith Bradley	1500.00	Cleared	12/31/2012
16265	11/30/2012	Todd Ferron	465.00	Cleared	12/31/2012
16266	11/30/2012	Trina D Birdhat	250.00	Cleared	12/31/2012

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16267	11/30/2012	Trisha Harper	42.50	Cleared	12/31/2012
16268	11/30/2012	Yellowstone County Treasurer	10132.25	Cleared	12/31/2012
16269	11/30/2012	central mt bail bonds	100.00	Cleared	12/31/2012
16270	12/07/2012	Pacific Steel	50.00	Cleared	12/31/2012
16271	12/07/2012	Sears	25.00	Cleared	12/31/2012
16272	12/07/2012	Sears	25.00	Cleared	12/31/2012
16273	12/07/2012	Sears	222.97	Cleared	12/31/2012
16274	12/07/2012	St. Vincent's Healthcare	50.00	Cleared	12/31/2012
16275	12/07/2012	State Farm	19.19	Cleared	01/31/2013
16276	12/07/2012	Walmart	50.00	Cleared	12/31/2012
16277	12/07/2012	Walmart	109.58	Cleared	12/31/2012
16278	12/07/2012	Alexandra Bujanda	60.00	Cleared	01/31/2013
16279	12/07/2012	Alison Grant	720.00	Cleared	12/31/2012
16280	12/07/2012	Andrea Mae Delao	50.00	Cleared	12/31/2012
16281	12/07/2012	Ashley Dawn Wilken	50.00	Cleared	12/31/2012
16282	12/07/2012	Brad Blythe	50.00	Cleared	12/31/2012
16283	12/07/2012	Bruce M Thomas	50.00	Cleared	12/31/2012
16284	12/07/2012	Carrie Purcell Brown	50.00	Cleared	12/31/2012
16285	12/07/2012	City Of Billings Police Dept.	50.00	Cleared	12/31/2012
16286	12/07/2012	Cordell Aaron Bird	395.00	Cleared	12/31/2012
16287	12/07/2012	Crime Victim Comp Program	50.00	Cleared	12/31/2012
16288	12/07/2012	DEXTER JENSEN	870.00	Cleared	12/31/2012
16289	12/07/2012	Daniel S Repka	50.00	Cleared	01/31/2013
16290	12/07/2012	Donna Huffman	50.00	Cleared	12/31/2012
16291	12/07/2012	Eric Johnson	230.00	Outstanding	
16292	12/07/2012	Ervalynn Nomee	50.00	Outstanding	
16293	12/07/2012	Esperanza M Monroy	50.00	Cleared	12/31/2012
16294	12/07/2012	Greg & Lani Monical	50.00	Cleared	12/31/2012
16295	12/07/2012	Holiday	17.13	Cleared	12/31/2012
16296	12/07/2012	Jason Duncan	1635.00	Cleared	12/31/2012
16297	12/07/2012	Jason Eugene Braley	40.00	Cleared	12/31/2012
16298	12/07/2012	Jeff Sekavec	50.00	Cleared	12/31/2012
16299	12/07/2012	Joanne Rock Above	50.00	Cleared	12/31/2012
16300	12/07/2012	John M Eadus	35.00	Cleared	12/31/2012
16301	12/07/2012	Joni Lynn Weinreber	50.07	Cleared	12/31/2012
16302	12/07/2012	June Ortman	50.00	Cleared	12/31/2012

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16303	12/07/2012	Justin Ostermiller	100.00	Cleared	12/31/2012
16304	12/07/2012	Karen Gossett	50.00	Cleared	12/31/2012
16305	12/07/2012	Karen Sanderson	50.00	Cleared	12/31/2012
16306	12/07/2012	Kayle Palmer	1095.00	Cleared	12/31/2012
16307	12/07/2012	Kyrie Rosin	1000.00	Cleared	01/31/2013
16308	12/07/2012	Larissa Mae Mraz	5.81	Cleared	12/31/2012
16309	12/07/2012	Mariah Eslinger	50.00	Cleared	12/31/2012
16310	12/07/2012	Michael Alan Degele	27.65	Cleared	12/31/2012
16311	12/07/2012	Nila Mulford	500.00	Cleared	12/31/2012
16312	12/07/2012	Richard Aaron Rangel	41.90	Outstanding	
16313	12/07/2012	Robert A Haman	50.00	Cleared	12/31/2012
16314	12/07/2012	Rodney Rogina	50.00	Outstanding	
16315	12/07/2012	Ryate Walstad	720.00	Cleared	12/31/2012
16316	12/07/2012	Sienna Mary Vanash	50.00	Cleared	12/31/2012
16317	12/07/2012	Siri Baker	350.00	Cleared	12/31/2012
16318	12/07/2012	Steven Marks	15.00	Outstanding	
16319	12/07/2012	Tashina Leann Richardson	50.00	Cleared	12/31/2012
16320	12/07/2012	Terri Lambrecht	50.00	Cleared	12/31/2012
16321	12/07/2012	Tevin Michael Willis	50.00	Cleared	12/31/2012
16322	12/07/2012	Tom Cummings	50.00	Cleared	12/31/2012
16323	12/07/2012	Walmart - Heights	50.00	Cleared	12/31/2012
16324	12/07/2012	Western Sugar	636.13	Cleared	12/31/2012
16325	12/14/2012	Sears	50.00	Cleared	12/31/2012
16326	12/14/2012	Walmart	25.00	Cleared	12/31/2012
16327	12/14/2012	Amanda Fake	595.00	Cleared	12/31/2012
16328	12/14/2012	Andrew Cooper	25.00	Cleared	01/31/2013
16329	12/14/2012	Ashley Rose Vincelette	25.00	Cleared	12/31/2012
16330	12/14/2012	Brenna A Chilton	50.00	Cleared	12/31/2012
16331	12/14/2012	Brenna A Chilton	250.00	Cleared	12/31/2012
16332	12/14/2012	Brenna A Chilton	500.00	Cleared	12/31/2012
16333	12/14/2012	Connie Goodbear	50.00	Cleared	12/31/2012
16334	12/14/2012	Jess Gaard	165.00	Cleared	12/31/2012
16335	12/14/2012	Joseph Dennis Redthunder	490.00	Cleared	12/31/2012
16336	12/14/2012	Kenneth Richard Abbott	995.00	Cleared	12/31/2012
16337	12/14/2012	Lawrence Garriott	195.00	Cleared	12/31/2012
16338	12/14/2012	Lisa Sharbono	195.00	Cleared	12/31/2012

Check Register

Bank: US BANK - Account: 150095602101

Date Range: From 07/01/2012 to 12/31/2012

All Check Types

Sorted by Check Number

Check Number	Date	Payee	Amount	Status	Cleared
16339	12/14/2012	Melissa LeCompte	120.00	Cleared	12/31/2012
16340	12/14/2012	Michael Hartman	20.00	Cleared	12/31/2012
16341	12/14/2012	Mitchell Scott Nelson	1045.00	Cleared	12/31/2012
16342	12/14/2012	Nicholas Silva	500.00	Cleared	12/31/2012
16343	12/14/2012	Nicholas Silva	545.00	Cleared	12/31/2012
16344	12/14/2012	Pete Portra	50.00	Cleared	01/31/2013
16345	12/14/2012	Sommer Dawn Robison	100.00	Cleared	12/31/2012
16346	12/14/2012	Thomas Leroy Pinkerton	40.00	Cleared	12/31/2012
16347	12/14/2012	Trisha Harper	245.00	Cleared	01/31/2013
16348	12/14/2012	Wade Hammond	545.00	Cleared	12/31/2012
16349	12/21/2012	Rick Rabe	50.00	Cleared	01/31/2013
16350	12/21/2012	Zip Trip	30.00	Cleared	01/31/2013
16351	12/21/2012	Adrienne Baker	590.00	Cleared	12/31/2012
16352	12/21/2012	Assurant Health	50.00	Cleared	02/28/2013
16353	12/21/2012	Carol Svee	590.00	Cleared	12/31/2012
16354	12/21/2012	Christopher Gentilini	1095.00	Cleared	12/31/2012
16355	12/21/2012	Christy Aarnold	50.00	Cleared	12/31/2012
16356	12/21/2012	Cindy Mae Buckner	50.00	Cleared	12/31/2012
16357	12/21/2012	City Of Billings-c/o JoLynn Yerger	50.00	Cleared	01/31/2013
16358	12/21/2012	Craig Rider	25.00	Cleared	01/31/2013
16359	12/21/2012	Crime Victim Comp Program	50.00	Cleared	12/31/2012
16360	12/21/2012	Crime Victim Compensation Program	25.00	Cleared	12/31/2012
16361	12/21/2012	Crime Victim Compensation Program	25.00	Cleared	12/31/2012
16362	12/21/2012	Darrell Gates	720.00	Cleared	12/31/2012
16363	12/21/2012	Denise Mcgonigal	95.00	Cleared	12/31/2012
16364	12/21/2012	Greg & Lani Monical	50.00	Cleared	01/31/2013
16365	12/21/2012	Heather Laber	25.00	Cleared	01/31/2013
16366	12/21/2012	Holiday Store	50.00	Cleared	12/31/2012
16367	12/21/2012	Jacob Hunter	150.00	Cleared	01/31/2013
16368	12/21/2012	Jacob Hunter	270.00	Cleared	01/31/2013
16369	12/21/2012	James J Pavelis	50.00	Cleared	12/31/2012
16370	12/21/2012	Joseph Ouzts	1235.00	Cleared	12/31/2012
16371	12/21/2012	Julie Hatzell	720.00	Cleared	12/31/2012
16372	12/21/2012	Karen Geraldine Zaso	20.00	Cleared	01/31/2013
16373	12/21/2012	Les Benner	50.00	Cleared	01/31/2013
16374	12/21/2012	Mary Whitecrane	100.00	Cleared	12/31/2012

Check Register

Bank: US BANK - Account: 150095602101

Date Range: From 07/01/2012 to 12/31/2012

All Check Types

Sorted by Check Number

Check Number	Date	Payee	Amount	Status	Cleared
16375	12/21/2012	Melanie Marie Cornell	50.00	Cleared	02/28/2013
16376	12/21/2012	Nicole Hammes	50.00	Cleared	01/31/2013
16377	12/21/2012	Phillip Drew	25.00	Cleared	02/28/2013
16378	12/21/2012	Richard James Brown	50.00	Cleared	12/31/2012
16379	12/21/2012	Robin Smith	720.00	Outstanding	
16380	12/21/2012	Saud Alharbi	50.00	Cleared	01/31/2013
16381	12/21/2012	Sheila Lamprecht	50.00	Cleared	02/28/2013
16382	12/21/2012	Shelbi M Godfrey	70.00	Cleared	12/31/2012
16383	12/21/2012	Sommer Dawn Robison	100.00	Voided	12/31/2012
16384	12/21/2012	St. Vincent Healthcare	50.00	Voided	12/31/2012
16385	12/21/2012	Stacie M Warehime	25.00	Voided	12/31/2012
16386	12/21/2012	Tim R Howe	75.00	Voided	12/31/2012
16387	12/21/2012	Travis David Zuroff	25.00	Voided	12/31/2012
16388	12/21/2012	Valerie Mcurtry	50.00	Voided	12/31/2012
16389	12/21/2012	Victoria Dedmore	1045.00	Voided	12/31/2012
16390	12/21/2012	Whitney Ybarra	50.00	Voided	12/31/2012
16391	12/21/2012	Whitney Ybarra	50.00	Voided	12/31/2012
16392	12/21/2012	Whitney Ybarra	50.00	Cleared	01/31/2013
16393	12/21/2012	St. Vincent Healthcare	50.00	Cleared	12/31/2012
16394	12/21/2012	Stacie M Warehime	25.00	Cleared	01/31/2013
16395	12/21/2012	Tim R Howe	75.00	Cleared	01/31/2013
16396	12/21/2012	Travis David Zuroff	25.00	Cleared	01/31/2013
16397	12/21/2012	Valerie Mcurtry	50.00	Cleared	01/31/2013
16398	12/21/2012	Victoria Dedmore	1045.00	Cleared	12/31/2012
16399	12/24/2012	Christopher G Fernandez	50.00	Cleared	12/31/2012
16400	12/28/2012	State Farm	19.19	Cleared	01/31/2013
16401	12/28/2012	Altimus Distributing	50.00	Cleared	12/31/2012
16402	12/28/2012	Alyssa Elm	500.00	Cleared	12/31/2012
16403	12/28/2012	Beth Hunziker	100.00	Outstanding	
16404	12/28/2012	Billings Parks, Recreation and Land	25.00	Cleared	01/31/2013
16405	12/28/2012	Bryan Anderson	106.79	Cleared	01/31/2013
16406	12/28/2012	City Of Billings, c/o JoLynn Yerger	200.00	Cleared	01/31/2013
16407	12/28/2012	City Treasurer	143467.01	Cleared	01/31/2013
16408	12/28/2012	Crime Victim Comp Program	300.00	Cleared	01/31/2013
16409	12/28/2012	Dawn Cleland	100.00	Cleared	01/31/2013
16410	12/28/2012	Ervin Schwiegert	25.00	Cleared	01/31/2013

Check Register

Bank: US BANK - Account: 150095602101

Date Range: From 07/01/2012 to 12/31/2012

All Check Types

Sorted by Check Number

Check Number	Date	Payee	Amount	Status	Cleared
16411	12/28/2012	First National Pawn	25.00	Outstanding	
16412	12/28/2012	J.J. Randall Elton	50.00	Cleared	12/31/2012
16413	12/28/2012	Jacob J Bernhardt	265.00	Cleared	01/31/2013
16414	12/28/2012	Jason Eugene Braley	40.00	Cleared	02/28/2013
16415	12/28/2012	Jenny Weaver	50.00	Cleared	01/31/2013
16416	12/28/2012	Larissa Mae Mraz	5.81	Cleared	01/31/2013
16417	12/28/2012	Leanne Yucha	50.00	Cleared	02/28/2013
16418	12/28/2012	Leonard E Kenney	30.00	Cleared	01/31/2013
16419	12/28/2012	Mary Valley	50.00	Cleared	01/31/2013
16420	12/28/2012	Municipal Services Bureau	9404.88	Cleared	01/31/2013
16421	12/28/2012	Natasha Freeman-batt	25.00	Cleared	01/31/2013
16422	12/28/2012	Robin Dildine	50.00	Cleared	12/31/2012
16423	12/28/2012	Ron Nye	1000.00	Cleared	12/31/2012
16424	12/28/2012	Sommer Dawn Robison	100.00	Cleared	12/31/2012
16425	12/28/2012	Valerie Mcmurtry	50.00	Cleared	01/31/2013
16426	12/28/2012	Virgil Marvin Boelter	10.00	Cleared	01/31/2013
16427	12/28/2012	Yellowstone County Treasurer	11230.64	Cleared	01/31/2013
Number checks: 989			Total	<u><u>1302240.88</u></u>	

Regular City Council Meeting

Meeting Date: 03/25/2013

TITLE: Public Hearing -- Sale of City Property at 502 South 33rd Street, Billings

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

The City Council adopted Resolution #13-19241 Intent to Dispose of Property in Block 206 Town of Billings, at their February 11, 2013, meeting. The property is more commonly known by its address of 502 South 33rd Street. The property was the former Irma House II, a non-compliant U.S. Department of Housing and Urban Development (HUD) HOME Investment Partnership (HOME) project.

Irma House, Inc. and the City of Billings signed a Voluntary Agreement, dated September 6, 2012, for Irma House, Inc. to vacate said property by January 2, 2013, and transfer ownership by Warranty Deed to the City of Billings. This allows the City to pursue a property sale to recoup the HOME funding of \$130,146 provided to Irma House, Inc. for the development of a six-unit transitional home for Irma House II clients. The property transfer was completed January 2, 2013.

Staff published the Notice of Public Hearing in the *Billings Times* on February 28 and March 7, 2013, mailed the Public Notice – Disposition of City Property & Call for Sealed Bids to property owners within 300 feet of the subject property, advertised for sealed bids on the City’s website at www.ci.billings.mt.us/CDland, and scheduled a public hearing for March 25, 2013. Bids were opened on March 12, 2013, and no bids were received.

ALTERNATIVES ANALYZED

The City Council may:

- Hold the public hearing as advertised and direct staff to continue marketing the property for sale; or
- Hold the public hearing as advertised and direct staff to retain ownership of the property. The City would be responsible for repaying HUD the full \$130,146 and would be responsible for maintaining the property, paying property taxes, insuring the property, paying utilities and other costs associated with property ownership.

FINANCIAL IMPACT

Proceeds from the sale of this property will be used to repay HUD the \$130,146 the City loaned to Irma House, Inc. to develop a six-unit, affordable, transitional home for men with substance abuse issues. Repayment of the \$130,146 is required as a result of non-compliance with HOME Program regulations.

The City will recoup from the sale the amount the City paid for the appraisal, closing costs, recording fees, and any other directly-related expenses.

If the property sells for more than \$130,146 plus the cost of the appraisal, closing costs, recording fees, and other directly-related expenses, the remainder will be transmitted to Irma House, Inc. to enable the organization to recoup some or all of their equity investment in the property.

BACKGROUND

The City of Billings and Irma House, Inc. signed and recorded a series of legally enforceable documents between January 2003 and April 2005. These documents included:

- Deed Restriction Agreement stating the City of Billings loaned \$30,000 in HOME funds to Irma House, Inc. for the purpose of providing assistance for the acquisition and site clearance costs for the property located at 502 South 33rd Street, Billings.
- Montana Trust Indentures.
- HOME Community Housing Development Organization (CHDO) Construction Development Agreement that states Irma House, Inc. received a loan of \$98,966 to build affordable transitional housing on property at 502 South 33rd Street.
- Deed Restriction Agreement stating the City of Billings loaned \$98,966 in HOME funds to Irma House, Inc. for the purpose of new construction of a six-bedroom transitional housing project commonly known and addressed as Irma House II, located at 502 South 33rd Street.

Although the City of Billings only provided loans to Irma House for a total of \$128,966 (\$30,000 in 2003 plus \$98,966 in 2005), it is the total HOME investment of \$130,146 that must be repaid to HUD as a result of non-compliance with HOME regulations. See attached list of Irma House II project expenditures.

There are no “forgiveness provisions” included within the Deed Restriction or Trust Indenture documents. Therefore, notwithstanding the non-compliance issues, these zero interest, deferred loans become due and payable to the City of Billings under one or more of following conditions:

- The properties are no longer used as Irma House transitional housing for men with alcohol and/or other substance abuse issues,
- The facility is not in compliance with HOME Program requirements,
- The properties are refinanced, and/or
- The properties are sold.

Irma House, Inc. was notified via certified mail on May 17, 2012, that the City of Billings Community Development Division considered Irma House II to be in substantial non-compliance with HOME program regulations. At a subsequent meeting with Irma House’s Executive Director, its attorney, and City staff, all parties agreed that Irma House, Inc. would voluntarily vacate the property so the City could pursue the sale of the property to repay HUD the HOME funds provided.

A Voluntary Agreement dated September 6, 2012, was signed by all parties. The agreement stipulates the following:

Irma House, Inc. voluntarily offers to vacate said property by January 2, 2013, and transfer ownership of the property by Warranty Deed to the City of Billings. The City would then pursue the sale of the property to recoup the U.S. Department of Housing and Urban Development (HUD) HOME Investment Partnership Program (HOME) funding of \$130,146 for the development of a six-unit transitional home for Irma House clients.

Irma House, Inc. signed the Warranty Deed and Realty Transfer Certificate on January 2, 2013,

and the City took possession of the property.

The Community Development Division is following established City policies and procedures to dispose of this property. The City Council adopted Resolution [13-19241](#) of Intent to Dispose of Property at their February 11, 2013, meeting.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

The Community Development Division will adhere to Billings Municipal City Code (BMCC) Section 22-900 - sale, disposal or lease of city property.

RECOMMENDATION

Staff recommends that the City Council hold the public hearing as advertised and direct staff to continue marketing the property for sale.

APPROVED BY CITY ADMINISTRATOR

Attachments

[Irma House II Expenditures List](#)

[Public Hearing Notice - PUBLISHED](#)

[Public Hearing Notice - MAILED](#)

[Call for Sealed Bids - WEBSITE](#)

Attachment A

Public Hearing & Resolution Authorizing the Sale of City Property in Block 206, Town of Billings
3/25/2013 City Council Meeting

Irma House II Expenditures

<u>Date</u>	<u>Amount</u>	<u>Payment To / For</u>
1/8/03	20,175.12	1 st Montana Title & Jacob Hess / property acquisition
2/7/03	625.00	Poulson Tree Service / remove two trees, stumps, debris
7/29/03	181.50	Interfund transfer / solid waste container, landfill fees
7/31/03	166.05	Interfund transfer / 2 nd container, landfill fees
4/1/04	100.00	Francis Claude / clean up & haul away
11/3/04	1,800.00	Ace Hardware Center / generator
1/6/05	500.00	CRL Consulting, management Plan
9/15/05	100.00	Streeter Brothers / Policy #147412 / demolition bond
10/7/05	135.55	Interfund transfer / temporary drop box, landfill fees
3/6/06	325.00	Interfund transfer / zoning variance application fee
5/24/06	5300.00	Irma House II / plans for storage garage
6/15/06	336.50	Interfund transfer / foundation & mechanical permits
6/15/06	55.00	Adjustment / Irma House business license
7/18/06	1500.00	Palm Tree Construction / removal of old foundation
7/20/06	4000.00	Majestic Homes, down payment
8/30/06	10390.00	EH Fleury Concrete / installing basement
9/7/06	6371.33	Jake Romero--Irma House / steel building
9/7/06	6528.67	Jake Romero--Irma House / steel building
9/21/06	14263.00	Majestic Homes / modular
9/21/06	57293.17	Majestic Homes / modular
TOTAL	\$130,145.89	

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Billings, Montana City Council will hold a **PUBLIC HEARING** on **Monday, March 25, 2013**, 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, located at 502 South 33rd Street and more particularly described as the north 4' of Lot 10 and all of Lots 11 and 12, Block 206 of Town of Billings. Bidder instructions are available on the City's website: www.ci.billings.mt.us/CDland.

Additional information on this matter may be obtained from Tam Rodier, Seasonal CD Coordinator, in the Community Development Division offices on the 4th floor of the Parmly Billings Library, 510 N. Broadway, Billings, or by phone at 406-247-8601 or by email at rodier@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 28th day of February, 2013.

CARI MARTIN
CITY CLERK
CITY OF BILLINGS
P.O. BOX 1178
BILLINGS, MT 59103

PUBLISH: February 28, 2013, and March 7, 2013



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, March 25, 2013**, 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, located at 502 South 33rd Street and more particularly described as the north 4' of Lot 10 and all of Lots 11 and 12, Block 206 of Town of Billings.

Detailed requirements on the preparation and submission of bids for the purchase of this public property 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 March 12, 2013, at 2:00 p.m., MST.**

Additional information on this matter may be obtained from Tam Rodier, Seasonal CD Coordinator, in the Community Development Division offices on the 4th floor of the Parmly Billings Library, 510 N. Broadway, Billings, or by phone at 406-247-8601 or by email at rodiert@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 28th day of February, 2013. Publication Dates: February 28 and March 7, 2013.



502 South 33rd Street, Billings



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

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Dated this 28th day of February, 2013. Publication Dates: February 28 and March 7, 2013.



502 South 33rd Street, Billings

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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, real property located at 502 South 33rd Street, and more particularly described as the north 4’ of Lot 10 and all of Lots 11 and 12, Block 206, Billings.

Property Facts			
Address	502 South 33 rd Street, Billings, MT, 59101		
Tax ID	A01469		
Zoning	Residential 6000 (R-6000)		
Block / Lot	The north 4’ of Lot 10 and all of Lots 11 and 12, Block 206 of Town of Billings, in the City of Billings, Yellowstone County, Montana, according to the official plat on file and of record in the office of the Clerk and Recorder of said County, under Document #16312.	Lot Square Footage	7,560
House Square Footage	1,512 on each level: basement and main floor		
Garage Square Footage	1,500 on each level; main floor and upper floor		
Utilities	Established electrical (Northwestern Energy), natural gas (Montana-Dakota Utilities), and City water and sewer service.		
Considerations	<ol style="list-style-type: none"> 1) Home is a Schult Homes modular manufactured in 2006 on a full, unfinished basement. Not all the required inspections were called for, so the City of Billings has not yet issued a Certificate of Occupancy. 2) The detached, unfinished garage is a non-conforming use for which no Certificate of Occupancy has yet been issued. <p style="text-align: center; color: red;"><i>The successful bidder will be responsible for obtaining Certificates of Occupancy from the City of Billings’ Building Division for both structures before inhabiting.</i></p>		
Estimated Value	\$172,200 - \$216,000 Bids for less than \$172,200 may not be considered		

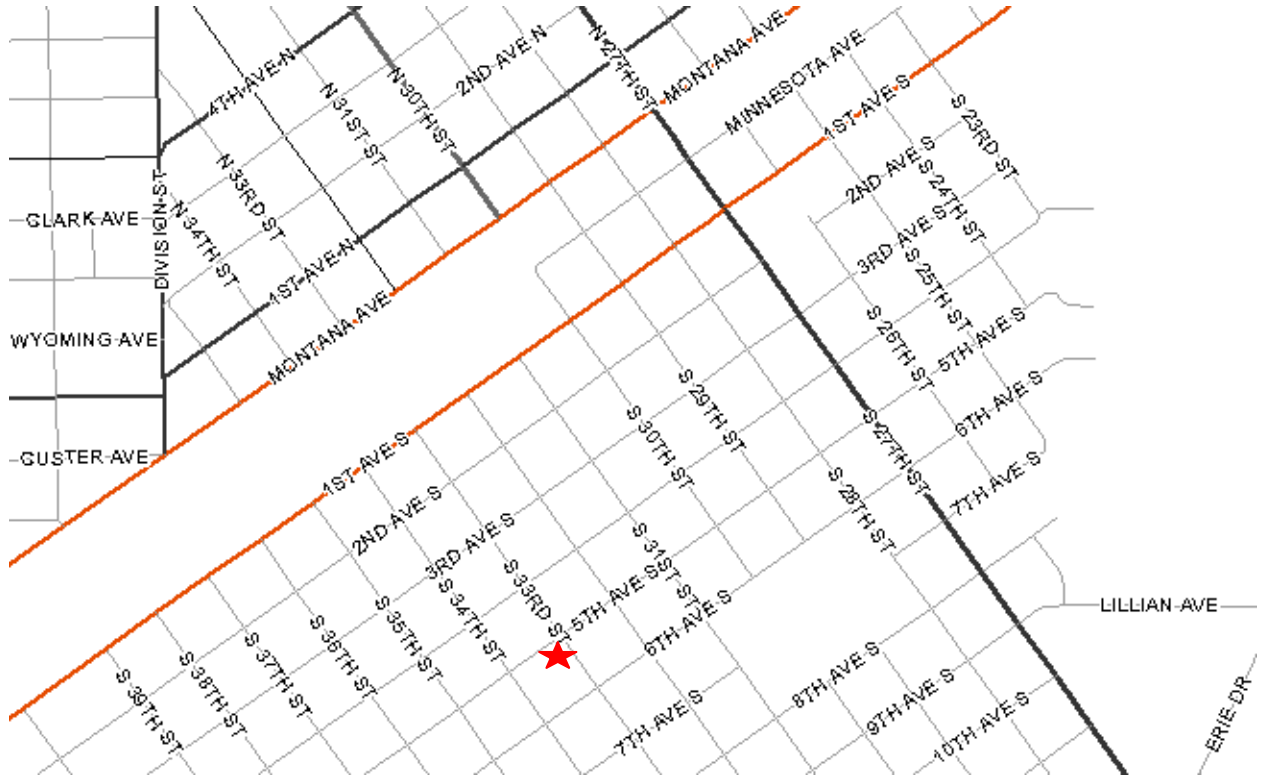
Property Condition

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 **Tam Rodier at 406-247-8601 or rodiert@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 March 12, 2013, at 2:00 p.m., 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 **BID FOR 502 South 33rd Street, Billings:**

- **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); 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 **March 25, 2013**, 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, sexual orientation, gender identity, 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.

VI. Recent Photographs

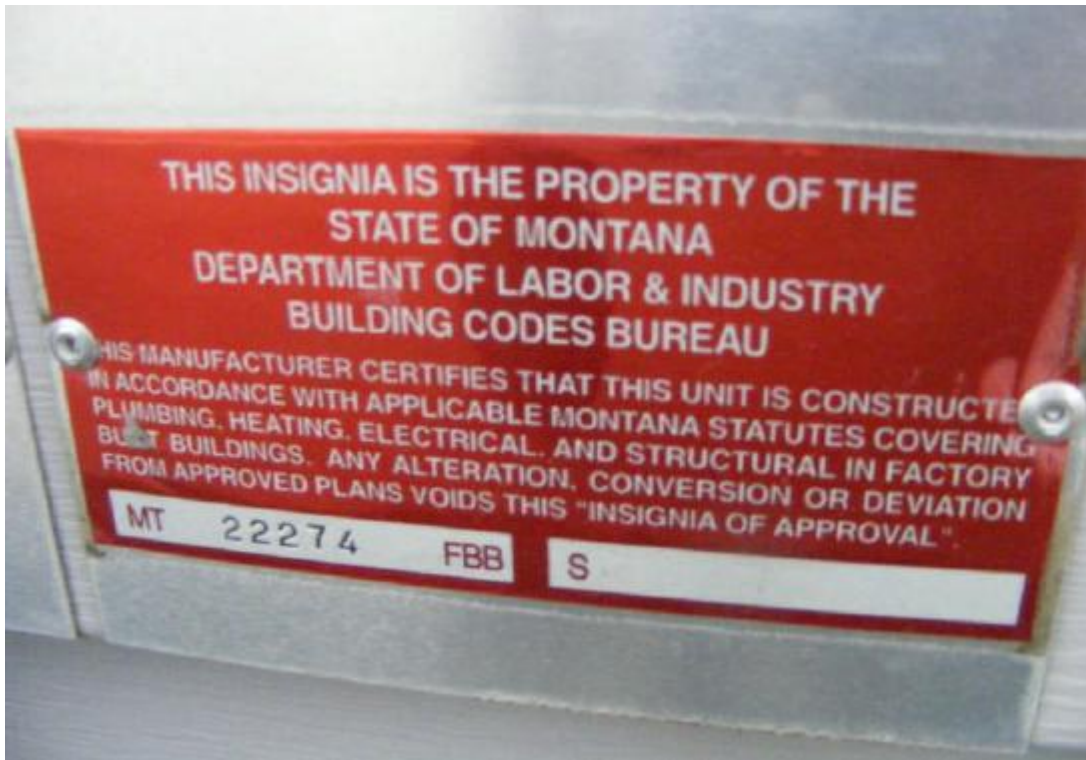
Home Exterior - Front



Home Exterior - Back



Montana Modular Home Data Plates



MANUFACTURER'S DATA PLATE	
Manufacturer:	Schult Homes
Address:	PO BOX 399, 201 Industrial Drive
City, State, Zip:	Redwood Falls, MN 56283
LISTED INDUSTRIAL BUILDING	
Model	5428-33-1
Occupancy Classification	IRC
Construction Classification	V-B
Manufacturer Serial No(s)	SR357229M
Date of Manufacture	9/20/2006
Date Data Plate attached	9/20/2006
Permissible Gas Type(s)	N/A
Electric Rating	200 Amps
Seismic Zone	

Manufacturer Serial No(s)	SR357229M
Date of Manufacture	9/20/2006
Date Data Plate attached	9/20/2006
Permissible Gas Type(s)	N/A
Electric Rating	200 Amps
Seismic Zone	Category C
Wind Load	90 MPH/ 3 sec. gust
Roof Design Load: Live	42 PSF
Roof Design Load: Dead	10 PSF
Design Temp. Inside	72 degrees F.
Design Temp. Outside	N/A
U-Value: Ceiling	0.0191
V-Value: Walls	0.0571
W-Value: Floors	0
Exterior Wall Fire Rating	0

Disposal	NFI
S:	2003 IRC, 2005 NEC, 2000 IMC
	2003 UPC
	RADCO
	35019 & 35020
	MT 22274 & 22275

sely all instructions supplied with this building.
 ons, installation and Utility Connections

Factory Installed Equipment		
Equipment	Manufacturer	Model No.
Heating	Intertherm	M3RL080
Cooling	NFI	
Stove/Burner	NFI	
Oven	NFI	
Refrigerator	NFI	
Water Heater	State	22140DBXR
Dishwasher	GE	GSD3200
Dishwasher	NFI	
Washer/Dryer	NFI	

Garage Exterior - Front



Garage Exterior - Rear



Covered Deck / Breezeway



Home – Kitchen



Home – Living Room



Home – Master Bedroom



Home – Master Bathroom



Home – Bedroom



Home – Bedroom



Home – Main Bathroom



Home – Laundry Room



Home – Stairs to Basement



Home – Basement – Unfinished Area



NOTE: Building materials and personal items in this picture may or may not be included in the sale

Home – Basement – Unfinished Area



NOTE: Building materials and personal items in this picture may or may not be included in the sale

Home – Basement – Unfinished Area



Home – Basement – Unfinished Area



Garage Exterior - Front



Garage Interior – Lower Level – Mechanical Area



NOTE: 1) Honda Generator will be included in the sale;
2) Other building materials and personal items in this picture may or may not be included in the sale

Honda Generator



Garage Interior – Lower Level – Hobby Area



NOTE: Building materials and personal items in this picture may or may not be included in the sale

Garage Interior – Garage Bay



NOTE: Building materials and personal items in this picture may or may not be included in the sale

Garage Interior – Garage Bay



NOTE: Building materials and personal items in this picture may or may not be included in the sale

Garage Interior – Upper Level



NOTE: Building materials and personal items in this picture may or may not be included in the sale

Garage Interior – Upper Level



NOTE: Building materials and personal items in this picture may or may not be included in the sale

Garage Interior – Upper Level



***NOTE:** Building materials and personal items in this picture may or may not be included in the sale*

Garage Interior – Upper Level – Unfinished Bathroom



Garage Interior – Upper Level – Unfinished Laundry Room



Garage Interior – Upper Level – Unfinished Bathroom



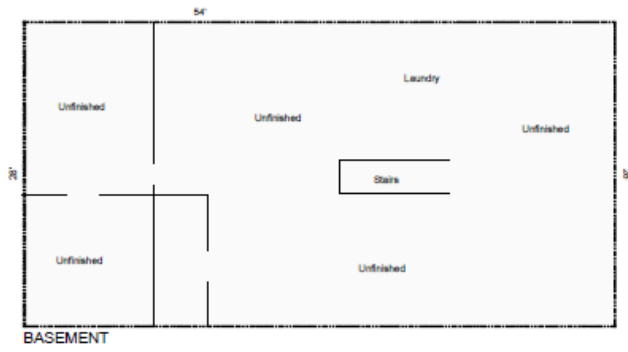
Garage Interior – Upper Level



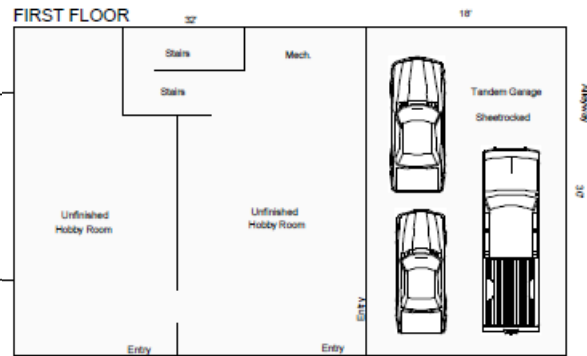
Garage Interior – Upper Level



Simple Floor Plan Drawings



UPPER FLOOR Non-Conforming AU/Guest Space - Partially Complete



VII. Bid Cover Sheet

502 South 33rd Street, Billings, MT - BID OFFER

BID DEADLINE: March 12, 2013 at 2:00 p.m. (MST)

<i>Property Description</i>	<i>Bid Price</i>
502 South 33 rd Street, Billings, Montana	

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); 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 in a sealed envelope marked **BID FOR 502 South 33rd Street, Billings** to the City of Billings - Office of the City Clerk at 210 North 27th Street, Billings, MT 59101.
Late bids may not be accepted or reviewed.*

Regular City Council Meeting

Meeting Date: 03/25/2013

TITLE: Public Hearing and Resolution Approving the FY 2014 - FY 2018 Capital Improvement Plan and the FY 2014 Equipment and Technology Replacement Plans

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

The final drafts of the fiscal year (FY) 2014-2018 Capital Improvement Plan (CIP), Equipment Replacement Plan (ERP), and Technology Replacement Plan (TRP) were presented to the City Council at the March 4, 2013 work session. Based on the outcome of that meeting, Council is being asked to hold a public hearing and consider adopting the FY 2014 to FY 2018 CIP, the FY 2014 ERP and the FY 2014 TRP.

ALTERNATIVES ANALYZED

Council may:

- Hold a public hearing and adopt the CIP, ERP, and TRP as presented; or,
- Hold a public hearing and take no action which will not allow the items in the CIP, ERP, and TRP to be included in the city's budget for FY 2014; or,
- Hold a public hearing, amend the program(s) to include any desired projects and changes, and adopt the CIP, ERP, and TRP as amended; or,
- Hold a public hearing and defer action to a later Council meeting.

FINANCIAL IMPACT

The CIP, ERP, and TRP are financial tools that indicate the City Council's priorities when the City departments prepare their annual budgets. For the FY 2014 budget, the proposed CIP would result in expenditures totaling \$53,179,547. The recommended replacements for the ERP total \$3,462,238 for FY 2014. The TRP for FY 2014 would result in expenditures totaling \$1,140,631 of which \$821,111 is for capital and \$319,520 is for operation and maintenance. The items in each of the programs are identified and proposed by staff. However, Council amendments and the availability of funds in FY 2014 and future years could affect the actual costs of the items in those programs. Copies of the CIP, ERP, and TRP are on file in the City Clerk's Office.

RECOMMENDATION

Staff recommends Council approve the FY2014-FY2018 CIP, FY2014 ERP, and FY2014 TRP.

APPROVED BY CITY ADMINISTRATOR

Attachments

CIP/ERP/TRP resolution

RESOLUTION 13-_____

A RESOLUTION ADOPTING THE FY 2014–2018 CAPITAL
IMPROVEMENT PLAN, FY 2014 EQUIPMENT
REPLACEMENT PLAN, AND FY 2014 TECHNOLOGY
REPLACEMENT PLAN

WHEREAS, the Capital Improvement Plan (CIP), Equipment Replacement Plan (ERP), and Technology Replacement Plan (TRP) are financial tools adopted by the City Council as an indication of its priorities for funding projects in future budget years; and

WHEREAS, the City Council of the City of Billings was presented on March 4, 2013, with staff recommendations for a 2014–2018 CIP, ERP, and TRP; and

WHEREAS, the City Council held a public hearing on the proposed Plans at its March 25, 2013, meeting.

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

Section 1: The 2014–2018 CIP, ERP, and TRP are hereby adopted as presented by staff on March 4, 2013.

Section 2: City staff is hereby directed to utilize the adopted plans to prepare the FY 2014 departmental budgets that will be incorporated into the comprehensive FY 2014 City of Billings budget, which will be presented for City Council review and approval at a future City Council meeting.

APPROVED AND PASSED by the City Council of the City of Billings this 25th day of March 2013.

THE CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, Mayor

ATTEST:

Cari Martin, City Clerk

Regular City Council Meeting

Meeting Date: 03/25/2013

TITLE: Public Hearing and Resolution for Annexation #13-02

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

Owner Elizabeth Zeiler has submitted a petition to annex land to the City of Billings under Section 7-2-4600, MCA. The subject property is an unplatted parcel of land totaling about 64 acres. It is located at 1228 and 1236 Mallowney Lane and has frontage on both Mallowney Lane and the South Frontage Road. The property has a residence and several out buildings on the property but the majority of it is vacant and has been used for agricultural production in the past. The property owner is requesting annexation in order to obtain City services for future development of the property. No specific development plans have been provided at this time. The property is currently zoned Agricultural Open Space and Highway Commercial. A concurrent zone change application is being processed to change the zoning of the entire property to Highway Commercial. The property is located within the five-year annexation area of the City's Limits of Annexation Map and appears to meet many of the City's criteria in its Annexation Policy. The City Council must first act on the annexation request before considering the zone change application at this meeting.

ALTERNATIVES ANALYZED

The City Council may approve or deny a petition submitted by owners of 50% or more of the real property in the area to be annexed (7-2-4601 (3)(b), MCA).

FINANCIAL IMPACT

The City can provide municipal sewer and water service to the subject property. The owner will be responsible for all costs of extending the utilities from the South Frontage Road or Mallowney Lane. Staff is recommending a standard condition of approval for this annexation that either a development agreement or a Subdivision Improvement Agreement (if the property is subdivided) between the City and the property owner be executed to clarify how City services will be provided. If the proposed annexation is approved and the zoning is changed, the property is expected to be developed as commercial development and will contribute additional tax revenue to the City.

BACKGROUND

The subject property totals about 64 acres. It is located at 1228 and 1236 Mallowney Lane and has frontage on both Mallowney Lane and the South Frontage Road. The property owner is requesting annexation in order to obtain City services for development of the property in the future. A concurrent zone change to Highway Commercial is being processed.

The property is located within the five year annexation area of the City's Limits of Annexation Map and appears to meet many of the City's criteria in its Annexation Policy. The City Limits are immediately adjacent to the subject property on the north and east.

PROCEDURAL HISTORY

- On February 4, 2013, the annexation petition was submitted to the Planning Division.
- On March 11, the City Council acknowledged receipt of the annexation petition and set a public hearing for March 25.
- On March 25, the City Council will conduct the public hearing for the annexation and may take action on the request.
- On April 8, if the resolution to annex is approved by the City Council, a public hearing and first reading of an ordinance to include the property in a City Council Ward boundary will be conducted.
- On April 22, the City Council will conduct the second and final reading for the ordinance expanding the ward boundary.

STAKEHOLDERS

Annexation by petition does not require notification of adjoining landowners; however, it does require that the City Council conduct a public hearing. Notice of the public hearing was posted on the property on March 8 and published in the Billings Times on March 7. The Planning Division has not received any inquiries about this petition at the time this memo was prepared.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

The City Council has expressed concerns regarding how annexing additional properties may affect the City's ability to provide services to new developments without diminishing the services provided to existing City residents. To address these concerns, the City Council adopted an annexation policy that lists criteria for suitable annexations. The proposed annexation complies with the adopted Annexation Policy criteria as follows:

1. The area is located within the Limits of Annexation.
2. The City is able to adequately provide municipal water and sewer services. Sewer and water services will require extension of lines by the property owner at the time of development.
3. Any proposed improvements to the property will meet City standards.
4. As part of a Development Agreement or Subdivision Improvement Agreement, the owners will sign a Waiver of Right to Protest the creation of any Special Improvement Districts.
5. If annexed, any proposed land use will comply with the zoning. Future development also may conform to the goals of the City of Billings and Yellowstone County Growth Policy.

Although MCA 7-2-4600 allows the municipality to waive the requirement of an annexation public services plan, it is the City's custom for staff to prepare an analysis of predicted impacts to services and facilities. State law lists the required contents of a public services plan including a 5-year (minimum) plan that outlines how and when services and infrastructure will be extended to the annexed area and how they will be financed. This report follows that general format.

Departmental Response: City and County Departments were given the opportunity to comment on this annexation. City departments responded favorably and detailed responses are provided below. The County Public Works Department also responded to verify that all of Mallowney Lane will be annexed adjacent to the subject property.

City Facilities: The following improvements and facilities are necessary to provide adequate services to the subject property.

- Water: Water service is available and will need to be extended from the South Frontage Road

or Mallowney Lane to the subject property. A loop through the property connecting the water lines in the South Frontage Road and Mallowney Lane should be planned in the long-term development of the property. The cost to extend service for the property will be at the developer's expense.

- Sewer: The property may be served by the developer extending City sanitary sewer from the South Frontage Road, Mallowney Lane, or Frontier Drive. The main in Frontier Drive is the deepest so the developer will need to determine the ability of sewer mains to serve the entire property when developed. As an alternative, the deep 24-inch trunk main near the entrance to Josephine Crossing could be extended west in Elysian Road to Mallowney Ln., and a smaller sewer could be extended north to the subject property. Titan Subdivision could be pursued by the developer as a partner in the extension north from Elysian Rd. The property owner will explore these options working with the Public Works Department and determine the best solution during the development stage. The developer will be required to fund and construct sanitary extension(s) as defined in city policy.
- Stormwater: There is no storm drain in the South Frontage Road or Mallowney Lane, however this property has the Hogan Slough bordering it on the west side. Storm water impacts will be identified during the subdivision and site development process and mitigating measures developed at that time meeting the requirements of the city and the public works department at the time of development.
- Transportation: The subject property has frontage on the South Frontage Road and Mallowney Lane. Mallowney Lane is a collector and the South Frontage Road is a Minor Arterial Street. No issues have been identified by City Engineering or Street and Traffic staffs. Any specific traffic impacts will be identified during the site development process and mitigating measures developed at that time.
- Fire Stations: The subject property is currently served by the Billings Fire Department through the Billings Urban Fire Service Area and the Billings Fire Department will continue to serve the property upon annexation. The Billings Fire Chief stated that as this and other annexations are built out, additional fire department resources will be needed. The nearest fire station is Station #5, located at 604 South 24th Street West, about 1.5 miles northwest of the subject property.
- Parks: The subject property will be zoned Highway Commercial if annexed and the zone change is approved. Park land dedication would not occur if this is developed as a commercial use.
- Bicycle and pedestrian facilities: The property lies within the jurisdiction of the Billings Area Bikeway and Trail Master Plan. Bike lanes are proposed on both Mallowney Lane and the South Frontage Road in front of the subject property when there are future improvements to these roadways in this area.

General City Services: These are the City services that are provided to all residents and businesses in the City, such as police and fire protection, street and storm drain maintenance, and garbage collection and disposal. The service providers that responded did not object to the annexation of this property.

- Transit: MET transit system operators have no objections to the annexation request, but the nearest bus route follows King Avenue West and the Laurel Frontage Road, with some weekend service just south of the I-90 corridor to Midland Road between a quarter and a half a mile north

of the subject property.

- Police: The Police Department states that the subject property is in an established patrol area.
- Public Utilities: The Public Works-- Distribution and Collection Division had no objection with the annexation request as long as the owner agrees to fund the necessary water and sewer connection costs, and agrees to a waiver of protest for future SIDs through a Development Agreement or Subdivision Improvement Agreement as a condition in the Annexation Resolution.
- Public Works -Street and Traffic Division: The Street and Traffic Division stated that it has no problems serving the property.
- Public Works-Solid Waste: The Solid Waste Division notes that it can serve the property when developed, but noted that Senate Bill 234 passed in the 2011 State Legislature dictates that it is up to the property owner as to whether the City or a private carrier collects solid waste from the property.
- Ambulance Service: The City does not provide ambulance service, however it does dictate the level of service provided by American Medical Response (AMR). By City ordinance, 90% of ambulance calls must be answered within 8 minutes; this annexation is within the area of acceptable response time.
- Legal and Finance: General Fund services, such as the Legal and Finance Departments should not be negatively impacted by this annexation. The Finance Department responded that it did not see any issues with the petition request.
- Other Departments: City/County services including Library, Planning, and Environmental Health are only slightly affected by the annexation since they will continue to serve new development whether in the City or the County.

Annexation of this property would adhere to the following goals, objectives and policies of the Yellowstone County and City of Billings 2008 Growth Policy:

- Predictable land use decisions that are consistent with neighborhood character and land use patterns. (Land Use Element Goal, page 6)
- Limit regional commercial centers to areas having efficient and direct access to Interstate 90 or other regional corridor (Planned Growth Goal, page 18)
- Attractive and accessible communities. (Economic Development Element Goal, page 7)
The proposed zoning will encourage new businesses to locate in this gateway area.

RECOMMENDATION

Staff recommends that the City Council conduct the public hearing and approve the Resolution annexing the subject property, subject to the following conditions of approval:

- Prior to site development, a Development Agreement shall be executed between the owner(s) and the City that shall stipulate specific infrastructure improvements and provide guarantees for said improvements, and a Waiver of Right to Protest the Creation of Special Improvement Districts will be recorded; and/or
- A Subdivision Improvements Agreement (SIA) and Waiver of Right to Protest the Creation of Special Improvement Districts shall be approved and recorded that will stipulate specific infrastructure improvements and provide guarantees for such infrastructure improvements.

APPROVED BY CITY ADMINISTRATOR

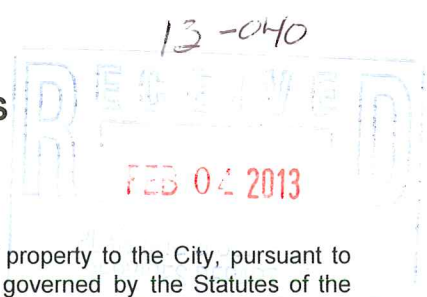
Attachments

Annexation Petition

Annexation Exhibit

Annexation Resolution

**PETITION
FOR ANNEXATION
TO THE CITY OF BILLINGS**



NOTICE TO PETITIONER

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

INSTRUCTIONS

1. All items must be completed or provided. Please type or print. You may attach additional pages if more space is needed.
2. Prepare a map drawn to a scale adequate and legible to show the property requesting annexation and all other property within one-quarter (1/4) mile.

The map must show:

- a. The present and proposed boundaries of the municipality;
 - b. The present streets, major trunk water mains and sewer mains;
 - c. The zoning of the property requesting annexation and the property immediately adjacent to it.
3. The Petition should be submitted to the Planning Department, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., located on the 4th Floor of Parmly Billings Library at 510 North Broadway, Billings, Montana. Upon presentation, the Petition will be checked for completeness. Once accepted, the Petition will be routed to the following City Departments: Public Works, City-County Planning, Public Utilities, Fire Department, City Attorney, Police Department, and Finance Department. If no problems with the Petition have been noted by the departments, the City Clerk will schedule the Petition for City Council action.
 4. By filing the petition for annexation, the Petitioner(s) agree that only those City services which are available to the general area shall be provided to Petitioner, and that additional services as may become available to the general area shall be made available to Petitioner(s) in the same manner as said services are made available to other residents of the City. Petitioner(s) specifically waive the right to the report and plans for extension of services as provided in MCA Title 7, Chapter 2, Part 47.
 5. A description of the territory to be annexed to the City is legally described on a document attached hereto.

RESIDENT FREEHOLDER ELECTORS

Date	Print Name	Name Signature	Address
X 2/1/13	Elizabeth Zeiler	<i>Elizabeth Zeiler</i>	32240 Village Pines Dr Beverly Hills, Mich 48005

(continued on separate page)

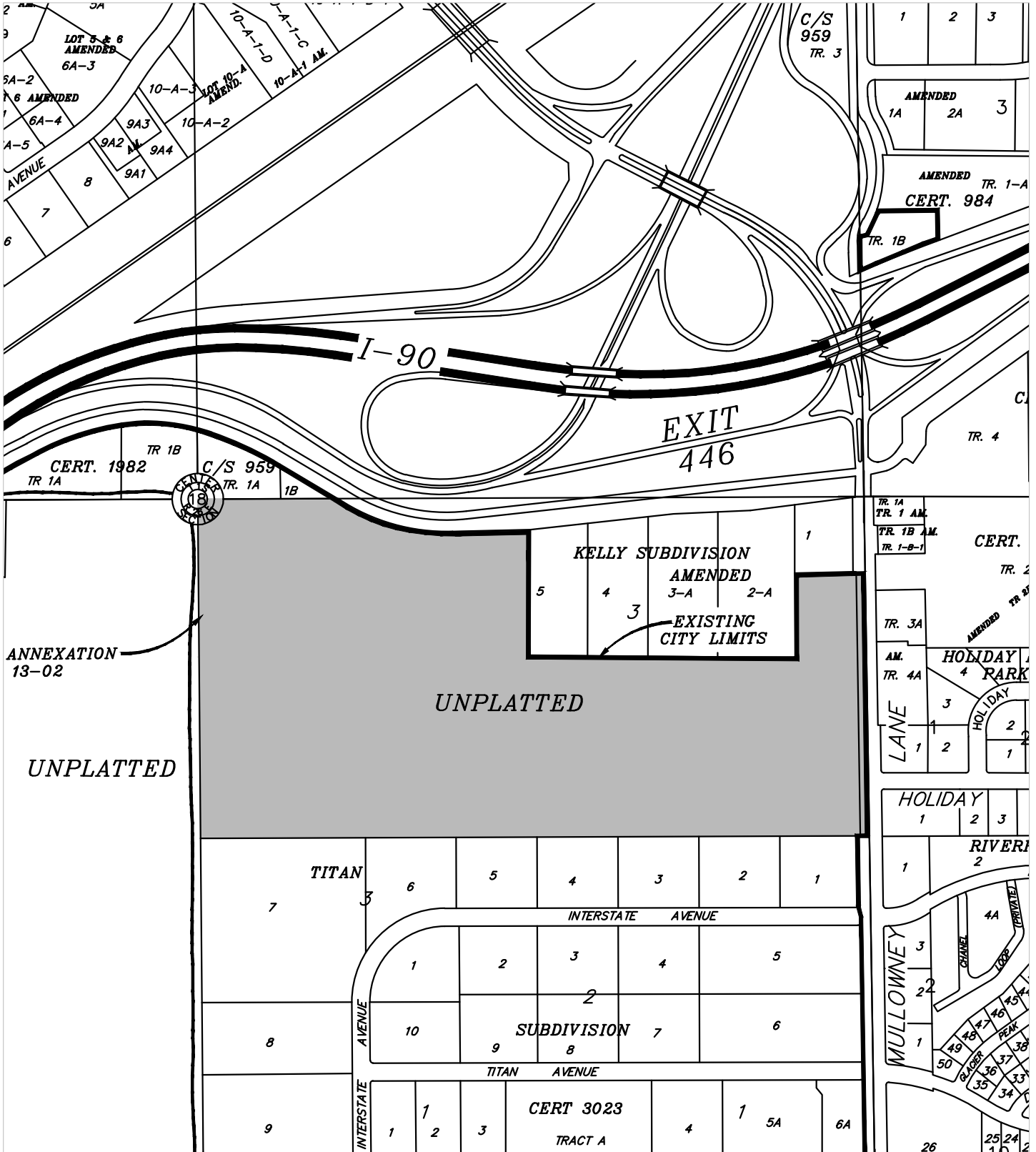
e1
AG-0

Site Aerial - Dimensions



Note: All measurements are approximate

EXHIBIT "A"



RESOLUTION NO. 13-

A RESOLUTION OF THE CITY OF BILLINGS APPROVING PETITIONS FOR ANNEXATION AND ANNEXING TERRITORY TO THE CITY.

WHEREAS, one hundred percent (100%) of the freeholders who constitute more than fifty percent (50%) of the resident freeholder electors have petitioned the City for annexation of the territory hereinafter described; and

WHEREAS, the territory was described in the Petition as required by law, and

WHEREAS, annexation of said territory would be in the best interest of the City.

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

1. TERRITORY ANNEXED. Pursuant to Petition filed as provided M.C.A., Title 7, Chapter 2, Part 46, the following territory is hereby annexed to the City of Billings:

A tract of land situated in the SE1/4 of Section 18, T.1S., R.26E., P.M.M., Yellowstone County, Montana, more particularly described as:

A tract of unplatted land being the N1/2 SE1/4 of Section 18, T.1S., R.26E., P.M.M.; Excluding Kelly Subdivision, Recorded April 25, 1995, under Document No. 1781333 & inclusive of all Amendments to date; Excluding that portion of Interstate 90 East bound Exit Ramp of Exit 446; Containing 64.32 gross and net acres more or less.

(# 13-02) See Exhibit "A" Attached

2. CONDITIONS. The annexation is approved, subject to the following conditions:
 - Prior to site development, a Development Agreement shall be executed between the owner(s) and the City that shall stipulate specific infrastructure improvements and provide guarantees for said improvements and a Waiver of Right to Protest the Creation of Special Improvement Districts will be recorded; and/or

- A Subdivision Improvements Agreement (SIA) and Waiver of Right to Protest the Creation of Special Improvement Districts shall be approved and recorded that will stipulate specific infrastructure improvements and provide guarantees for such infrastructure improvements.
3. PROCEDURE. All procedures as required under M.C.A., Title 7, Chapter 2, Part 46, have been duly and properly followed and taken.

PASSED by the City Council and APPROVED this 25th day of March, 2013.

THE CITY OF BILLINGS:

BY: _____

Thomas W. Hanel, MAYOR

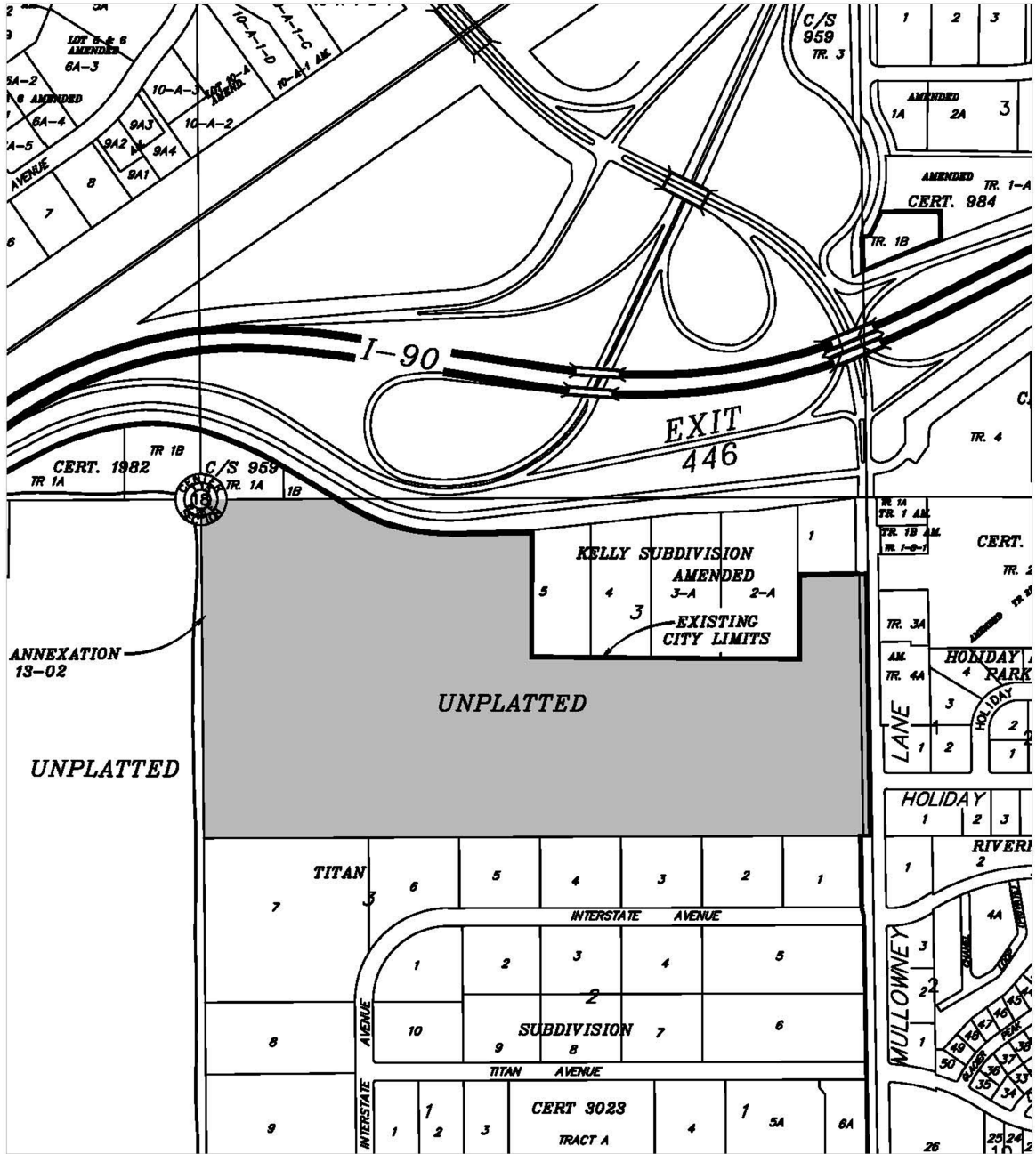
ATTEST:

BY: _____

CITY CLERK

(AN# 13-02)

EXHIBIT "A"



Regular City Council Meeting

Meeting Date: 03/25/2013

TITLE: Zone Change #908 - Public Hearing and 1st Reading

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

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

ALTERNATIVES ANALYZED

State law at Section 76-2-304, MCA, requires that all zone changes be reviewed in accordance with 10 criteria. Using the 10 criteria to determine the appropriateness of the zone change request, the City Council may:

1. Approve the zone change request
2. Deny the zone change request
3. Allow withdrawal of the application
4. Delay action for up to thirty (30) days

FINANCIAL IMPACT

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

BACKGROUND

The applicant is requesting to rezone an un-platted parcel of land from a mixed zoning of A-1 and HC to all HC and to annex the property into the city. There is no potential development project slated for the property at this time. The proposed zoning is identical to property within the city to the east and north, and property within the County to the south. Property to the west is zoned A-1 and is an active sod farm for Tvetene Turf. The area around the subject property has been developed for a variety of HC allowed uses including service business, hotels, and restaurants as well as more intense uses such as pre-stressed concrete manufacturing, distribution warehouses, and heavy contractors. Further south on Mallowney Lane are two substantial residential subdivisions on the east side of the road – Riverfront Pointe and

Josephine Crossing.

The annexation will require a development agreement to improve a section of Mallowney Lane and to bring in utilities. This development agreement would likely defer these improvements to the time when a development is proposed for the site. Impacts from a future development of the site will be assessed and mitigated at the time of development.

Mallowney Lane is a collector street and handles about 5,500 vehicle trips per day. The property is a short distance from the interchange with Interstate 90. Mallowney Lane at this interchange area handles more than 10,000 vehicle trips per day. Additional right-of-way on the west half of Mallowney Lane may need to be dedicated when the property is developed. Improvements to Mallowney Lane will be required at a future date and will likely be based on development plans.

The HC zone allows a wide variety of land uses from residential to limited manufacturing as well as retail and offices. This area of West Billings has sustained a mixture of uses in this area of HC zoning since the early 1980s but many of those developments have focused on tourism industries and retail. The service businesses and retail uses have concentrated on the high traffic arterial streets such as King Avenue West, Midland Road, and South Frontage Road, and a few on Mallowney Lane. The industrial uses, manufacturing, and uses requiring larger buildings or storage yards have been developed on the other street fronts such as Interstate Avenue, Holiday Avenue, Cordova, Weil and Titan Avenue.

STAKEHOLDERS

The Zoning Commission conducted a public hearing on March 5, 2013, and received the staff recommendation and testimony from the applicant's agent, Marshall Phil of Blueline Engineering. No other testimony was received. The Zoning Commission is forwarding a recommendation of approval on a 3 to 0 vote.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

The 2008 Growth Policy states the purpose of the plan is to guide the long-term growth of the City and County by achieving planned growth. A primary objective of the Growth Policy is to ensure compatibility of uses between existing and proposed development. The zoning proposed for this parcel is identical to the existing zoning and uses within the city limits. Another objective is to provide for contiguous development without "leapfrogging" beyond existing city services. The property is contiguous to existing city services and population centers. An economic development objective is to encourage business location in gateway areas of the city. The proximity of this parcel to the Interstate 90 interchange at King Avenue West will encourage more economic development in this gateway to the city.

The HC zone is described in the zoning code as follows: "The Highway Commercial zone is intended to provide areas for commercial and service enterprises which are intended primarily to serve the needs of the tourist, traveler, recreationist or the general traveling public. Areas designated as Highway Commercial should be located in the vicinity of, and accessible from interstate interchanges, intersections on limited access highways, or adjacent to primary or secondary highways. The manner in which the services and commercial activities are offered should be carefully planned in order to minimize the hazard to the safety of the surrounding community and those who use such facilities." The proposed zoning of the property is compatible with the goals and policies of the 2008 Growth Policy.

The applicant conducted a pre-application neighborhood meeting on January 24, 2013, and surrounding property owners or their agents attended the meeting. The Planning Division was

surrounding property owners or their agents attended the meeting. The Planning Division was not contacted by any of the surrounding property owners prior to the Zoning Commission hearing.

The proposed HC zone is compatible with the zoning north, south, and east of the subject property. The lots north are developed and re-developing for tourism related businesses. To the east are two large hotels and the Billings Convention Center. South and east of the property are two large residential and mixed use subdivisions. South of the subject property is the Titan Subdivision outside the city limits that supports several commercial, industrial, or trade oriented businesses. This gateway area to the city has provided a large measure of the retail and tourism related businesses for the past 20 years. The trade area for Billings' major retailers reaches into Wyoming, northeastern Montana, and South Dakota. No specific development is currently slated for this site, but the proposed zoning and the gateway location will encourage similar development and uses.

The Planning Division reviewed the application and recommended approval based on the ten (10) criteria for zone changes. The Zoning Commission concurred with this recommendation and forwards the findings of fact of the 10 criteria for zone changes. The subject property is adjacent to HC, CI, and A-1 zoning in the county, and HC zoning in the city. The uses allowed within the proposed HC zoning are compatible with the surrounding zoning and neighborhood character. The zoning will bring additional economic development to this gateway area of Billings. The property is contiguous to existing city limits and adjacent to city services. Any development of the property requires compliance with the new zoning and the ability to meet City site design criteria and traffic safety standards. The 2008 Growth Policy encourages predictable land use decisions that are consistent with neighborhood character and land use patterns. The existing use and proposed zoning are consistent with this neighborhood and land use pattern.

Prior to any making a decision on the proposed zone change, the City Council shall consider the following 10 criteria:

1. Is the new zoning designed in accordance with the Growth Policy?

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

- Predictable land use decisions that are consistent with neighborhood character and land use patterns. (Land Use Element Goal, page 6)

The proposed zoning is identical to the adjacent zoning in the city limits. The current neighborhood character is a mixture of service businesses, retail, and tourism related uses. The proposed zoning will allow similar business and commerce on the property.

- Contiguous development focused in and around existing population centers. (Land Use Element Goal, page 6)

The proposed zoning will allow the contiguous expansion of the city limits and city services, and avoid "leapfrogging" development outside of the urban area.

- Attractive and accessible communities. (Economic Development Element Goal, page 7)

The proposed zoning will encourage new businesses to locate in this gateway area.

2. Is the new zoning designed to secure from fire and other dangers?

The new zoning requires minimum setbacks, open and landscaped areas, and building separations. The new zoning, as do all zoning districts, provides adequate building separations and density limits to provide security from fire and other dangers. The City Fire Department will ensure safe access to the site and provision for minimum fire flow to the new buildings.

3. Whether the new zoning will promote public health, public safety and general welfare?

Public health and public safety will be promoted by the proposed zoning. Any development of the property will require connection to the city public utilities and improvements to adjacent streets and intersections. The city and state have invested in nearby transportation systems and utilities that will provide service to the property. Additional users and rate payers for those systems will benefit the general welfare. The proposed zoning will result in economic development in this gateway area of Billings.

4. Will the new zoning facilitate the adequate provisions of transportation, water, sewerage, schools, parks, fire, police, and other public requirements?

Transportation: The proposed zoning will impact the surrounding streets, and a traffic impact study will likely be required prior to development of the property. The City Engineering Division will have to assess any traffic impacts and may require street and intersection improvements prior to or concurrent with any development of the property.

Water and Sewer: The City will be able to provide water and sewer to the property by extension of lines. The developer will pay all related costs of this utility extensions as well as systems development fees.

Schools and Parks: There should be no impact to schools from the proposed zone change if the property is developed for commercial purposes, although residential development is allowed in HC zoning.

Fire and Police: The subject property is currently served by the Billings Urban Fire Service Area. City Public Safety Services has no concerns.

5. Will the new zoning provide adequate light and air?

The new zoning, as do all zoning districts, require building setbacks and separations so adequate light and air are assured.

6. Will the new zoning effect motorized and non-motorized transportation?

The subject property when developed will likely add several hundred new vehicle trips per day to adjacent streets. Anticipated traffic generation greater than 500 new trips per day will require a Traffic Accessibility Study to determine the impacts and to provide for improvements to those streets and intersections.

7. Will the new zoning will promote compatible urban growth?

The new zoning does promote compatibility with urban growth. Lower density development is inefficient and ineffective in recovering the costs to extend city services. The area is less than 500 feet from an interstate interchange and is adjacent to major commercial and retail businesses. There are compatible uses and zoning to the north, south and east.

8. Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?

The proposed zoning does consider the character of district and the suitability of the property for a variety of commercial and service industry uses. There is no specific project for the property at this time however its proximity to the interstate and major transportation routes will allow for efficient and direct access to the interstate and regional transportation network.

9. Will the new zoning conserve the value of buildings?

Surrounding property exhibits higher taxable land value. The property is currently in agricultural production. The parcel currently has two residential homes and several agricultural buildings.

These buildings and uses will be conforming to the proposed zoning.

10. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?

The proposed zoning will encourage the most appropriate use of land in this area of Billings. The proposed HC zone is identical to the adjacent zoning in the city. The adjacent subdivisions have been developed for a variety of allowed uses including service businesses, restaurants, hotels and other retail and hospitality businesses. The proposed zoning allows this mixture of uses and the development standards for site design, landscaping and transportation improvements will be appropriate for this location.

RECOMMENDATION

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

APPROVED BY CITY ADMINISTRATOR

Attachments

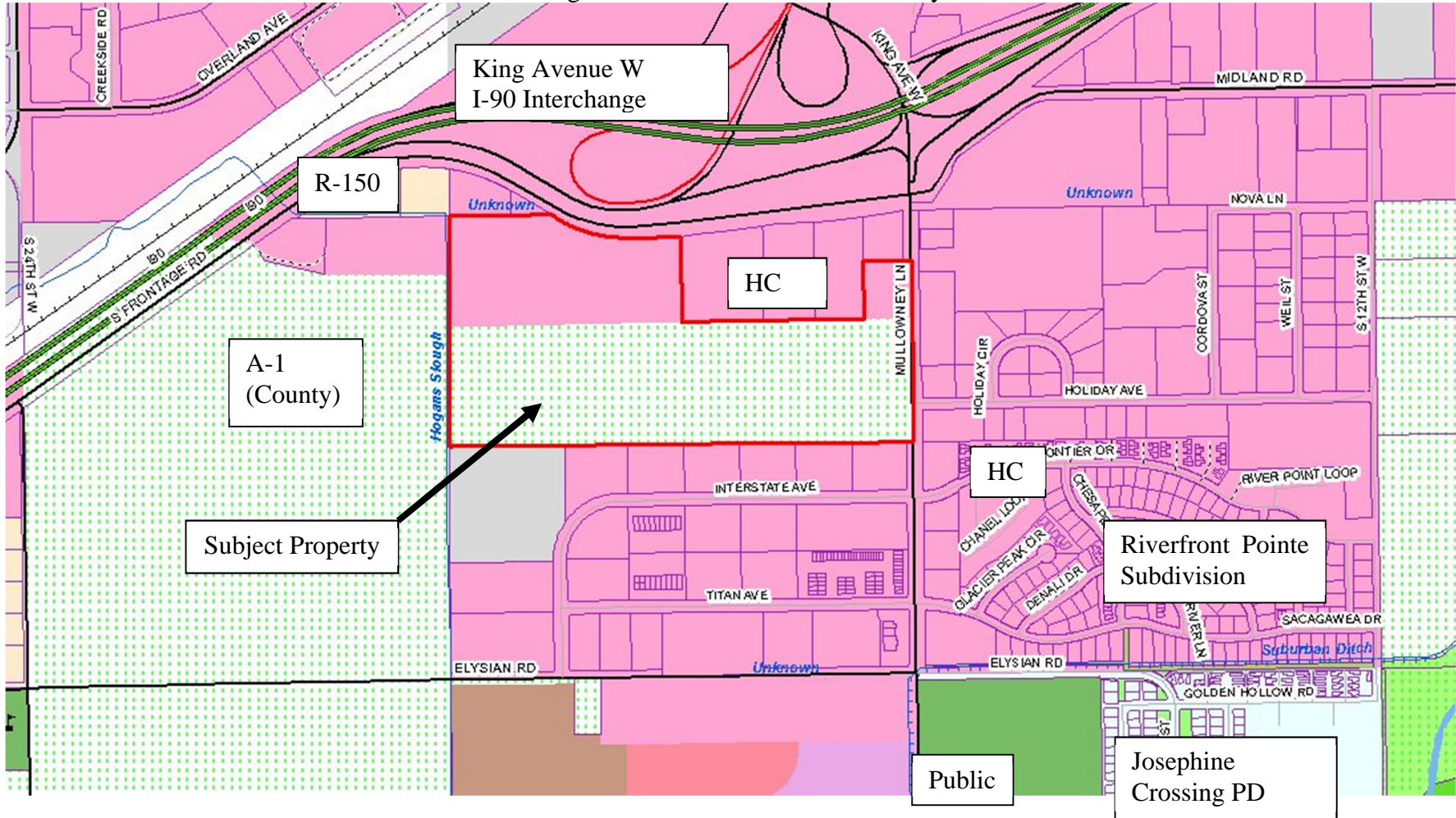
Attachment A zoning map

Attachment B Site photos

Attachment C - Applicant Letter and pre-app meeting notes

Attachment D - Ordinance

Attachment A: Surrounding Zoning
Zone Change #908 – 1228 & 1236 Mullowney Lane



Attachment B
Site Photographs, Zone Change #908 – 1228 & 1236 Mullowney Lane



Subject Property



Existing residence

Attachment B, continued
Site Photographs, Zone Change #908 – 1228 & 1236 Mullowney Lane



View north on Mullowney Lane to interchange

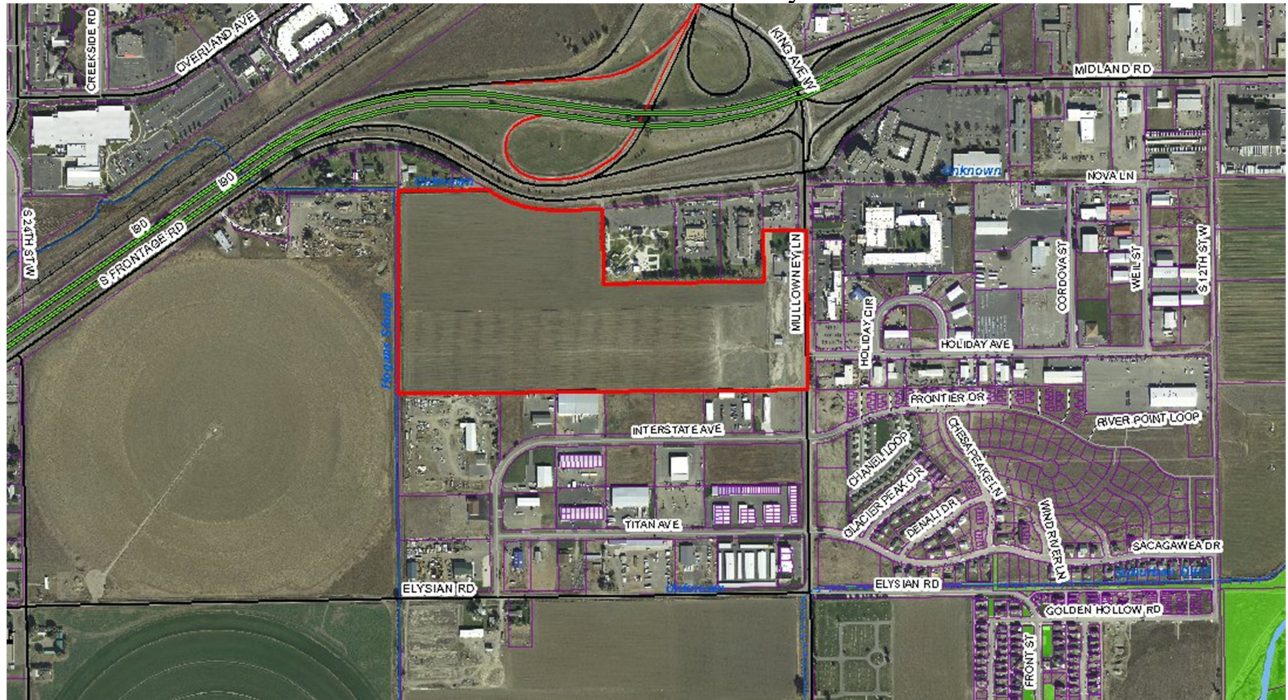


View south on Mullowney Lane

Attachment B, continued
Site Photographs, Zone Change #908 – 1228 & 1236 Mullowney Lane

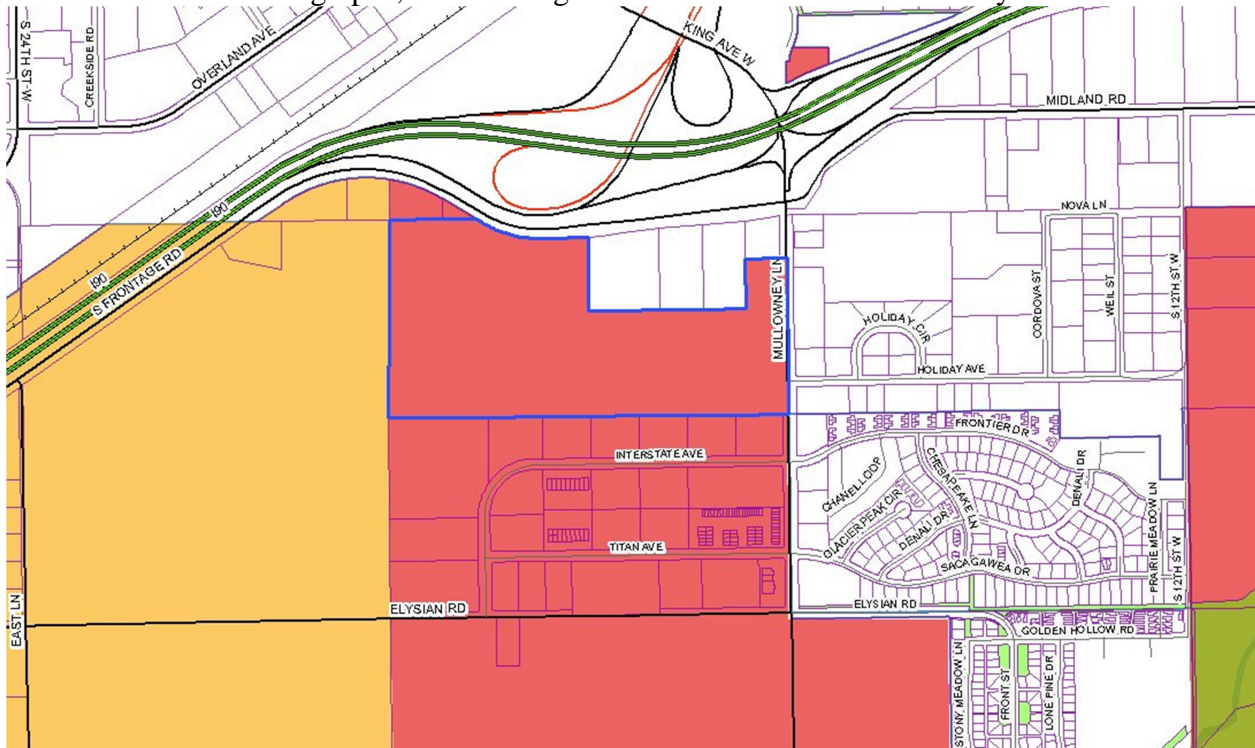


View east across Mullowney Lane



Aerial

Attachment B, continued
Site Photographs, Zone Change #908 – 1228 & 1236 Mullowney Lane



Limits of Annexation

Attachment C Applicant's Letter



January 31, 2013

Planning & Community Services Division
4th Floor, Parmly Library
510 North Broadway
Billings, MT

To Whom it May Concern:

We are pleased to submit this Zone Change Application for the property located at 1228 & 1236 Mullowney Lane (Tax ID #D01911). Accordingly, please see the responses below to some of the City Zone Change Application questions not specifically located within the application document:

1. In what ways is your proposal consistent with the goals and policies of the adopted Growth Policy?

The rezoning of this property supports the Growth Policy in the following ways:

- a. Land Use Element Goal #4 states the objective of "contiguous development focused in and around existing population centers separated by open space." Since the property is adjacent to a highly developed area of Billings adjacent to a major highway interchange, the rezoning of the property to position it for development consistent with the uses permitted by the Highway Commercial zoning designation supports this goal of contiguous development. Moreover, as a portion of the property is already zoned Highway Commercial, re-zoning the remaining portion of the partial provides consistent zoning that will encourage development adjacent to an already developed commercial corridor.
- b. Economic Development Element Goal #1 states the objective of coordinated economic development efforts that target business recruitment, retention, and attraction. Given the size of the property and its location adjacent to a major highway interchange, rezoning the property to the Highway Commercial designation will create a broader appeal in the marketplace for developers to purchase the property, extend utilities and infrastructure, and develop facilities in which to house a substantial number of new businesses to the development. Along with this development would come substantial job creation and investment in facilities and equipment, plus ancillary spending on services and amenities.
- c. Economic Development Element Goal # 12 states the objective of community wide planning and preparation of a skilled workforce to meet the diverse and growing economic development needs of the community. As referenced in item #1b above, it is likely that the rezoning of this property would lead to substantial investment and development on the site, which would provide facilities in which business would locate, grow, and expand. Often, as this process occurs, businesses make substantial investment in job training activities to

Ensure that the workforce is equipped to perform job duties effectively. These efforts are often done in conjunction with local community and technical colleges as well as local and state economic development agencies, and would lead to an improvement in the skill sets of the local workforce.

- d. Public Facilities and Services Element #11 states the objective of adequate funding for necessary public facilities' maintenance and improvement without overburdening taxpayers. As referenced above, it is anticipated that the rezoning of this property would lead to substantial investment on the property. Because the property has been utilized for farming purposes by the same owner for nearly a century, the property tax income generated by the parcel is negligible. The development of a 63 acre site with a variety of commercial uses would create a monumental increase in taxable value and would generate property tax revenue that could be utilized for a variety of public infrastructure projects. This impact could even be enhanced if creative solutions such as the establishment of a Tax Increment Financing (TIF) district for the property were explored.
2. Explain your need for the intended zone change and why the property cannot be used under the existing zoning. Explain how the new zoning will fit in with the existing zoning and land uses of the immediate area.

As referenced in the attached Zone Change Plan, the uses permitted within the Open Agricultural zoning classification are not conducive for any commercial use. Given its location proximate to a highway interchange and major commercial corridor, as well as the fact that a portion of the parcel is already zoned Highway Commercial, it is logical to re-zone the remaining portion so that the property may ultimately be redeveloped with one or more uses consistent with what is permitted within the Highway Commercial zoning classification. This will also serve to make the zoning and use of the property consistent with that of the bulk of the property adjacent to and surrounding the property.

Additional information and materials specified within the Application forms are included in those forms and/or attached to this letter. We thank you very much for your continued support on this request, and for your consideration of our re-zoning application. Please feel free to contact me at (248) 223-3275 if you have any questions.

Sincerely,

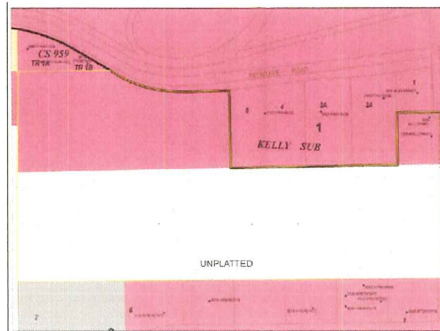
PLANTE MORAN CRESA, LLC



Benjamin R. Smith
Vice President

**Zone Change Plan
1228 Muldowney Lane, Billings, MT**

The property located at 1228 Muldowney Lane in Billings, Montana ("Property") (Legal Description: S18, T01 S, R26 E, FRAC N2SE4) is currently situated within two zoning classifications. The Property comprises 63.32 acres, of which approximately 41 acres of which are zoned "Agricultural Open", with the balance of the Property being zoned "Highway Commercial."



The map at right depicts the site whereby the thin yellow line represents the property boundaries, the light dotted area represents the portion currently zoned "Agricultural Open," and the pink area represents the portion currently zoned "Highway Commercial." Also of note is that the vast majority of the land immediately adjacent to the Property is also zoned "Highway Commercial."

Accordingly, the intent of this Zone Change Plan is to create a unified zoning classification of "Highway Commercial" for the entire parcel to ensure consistency of zoning moving forward. The "Highway Commercial" zoning classification is described as follows:

HC – Highway Commercial: *The Highway Commercial zone is intended to provide areas for commercial and service enterprises which are intended primarily to serve the needs of the tourist, traveler, recreationist, or the general traveling public. Areas designated as Highway Commercial should be located in the vicinity of, and accessible from interstate interchanges, intersections on limited access highways, or adjacent to primary or secondary highways. The manner in which the services and commercial activities are offered should be carefully planned in order to minimize the hazard to the safety of the surrounding community and those who use such facilities.*

Given the Property's location and partial "Highway Commercial" zoning currently in place, it is appropriate to re-zone the entire parcel to a consistent zoning classification of "Highway Commercial." The current anticipated process is as follows:

Pre-Application Meeting:	January 24, 2013
Submit Re-Zoning Application:	February 4, 2013
Zoning Commission Public Hearing:	March 5, 2013
City Council Public Hearing:	March 25, 2013

Summary of Pre-Application Meeting

As required by the City of Billings rezoning policy, a pre-application meeting was held on Thursday, January 24, 2012 at the Kelly Inn. Benjamin Smith of Plante Moran Cresa was in attendance to represent the property owner and to present the re-zoning request and answer any questions from the attendees.

Six individuals attended the meeting and the conversation was productive and conflict free. Several attendees were interested in learning our plans for the possible future extension of city utilities to the site, and whether that process may enable them to access the city utilities as well. The balance of the attendees were simply present to learn about what we are planning and to ask how Mrs. Zeiler (the property owner) is doing at her new residence in Michigan. It is also pertinent to note that two of the attendees were members of the management team at the Kelly Inn.

The tone of the meeting was very positive and all attendees appeared supportive and excited at the prospect of the potential re-zoning and future development of the property.

ORDINANCE NO. 13-_____

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

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

1. RECITALS. *Title 76, Chapter 2, Part 3, MCA, and Sections 27-302 and 27-1502, BMCC*, provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the ten (10) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the ten (10) criteria required by state law.
2. DESCRIPTION That 63.32 acre parcel described as a fraction of the North ½, South east ¼ of Section 18, Township 1 South, Range 26 East is presently zoned **Agriculture-Open Space (A-1) and Highway Commercial (HC)** and is shown on the official zoning maps within this zone.
3. ZONE AMENDMENT. The official zoning map is hereby amended and the zoning for **the above described parcels** is hereby changed from **Agriculture-Open Space (A-1) and Highway Commercial (HC) to Highway Commercial (HC)** and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Highway Commercial (HC)** as set out in the Billings, Montana City Code.
4. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.
5. EFFECTIVE DATE. This ordinance shall be effective from and after final passage and as provided by law.

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

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

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, Mayor

ATTEST:

BY: Cari Martin, City Clerk
Zone Change #908 – 1228 and 1236 Mullowney Lane

Regular City Council Meeting

Meeting Date: 03/25/2013

TITLE: Continued Public Hearing and Resolution for Annexation #13-01

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

The property owner, Industrial Planning Associates, L.P., has submitted a petition to annex land to the City of Billings under Section 7-2-4600, MCA. The subject property is composed of two parcels totaling about 97 acres. The property is described as Tract 1, C/S 2587 and Tract 1, C/S 3329. It is located on the northwest corner of the intersection of Hesper Road and Gabel Road. The property is vacant but has been used for agricultural production in the past. The property owner is requesting annexation in order to obtain City services for development of the property for a trucking facility. Since the property would default to Residential-9600 (R-96) zoning if it is brought into the City, a concurrent zone change application is being processed to change the zoning from Agricultural Open Space to Controlled Industrial to accommodate the proposed commercial use. The property is located within the five-year annexation area of the City's Limits of Annexation Map and appears to meet many of the City's criteria in its Annexation Policy. The City Council must first act on the annexation request before considering the zone change application at this meeting. The City Council opened the public hearing to consider this annexation request and voted to continue the public hearing until its March 25 meeting.

ALTERNATIVES ANALYZED

The City Council may approve or deny a petition submitted by owners of 50% or more of the real property in the area to be annexed (7-2-4601 (3)(b), MCA).

FINANCIAL IMPACT

The City can provide municipal sewer and water service to the subject property. The owner will be responsible for all costs of extending the utilities in Hesper Road. Staff is recommending a standard condition of approval for this annexation that a development agreement between the City and the property owner be executed to clarify how City services will be provided. If the proposed annexation is approved and the zoning is changed, the property is expected to be developed for commercial uses and will contribute additional tax revenue to the City.

BACKGROUND

The subject property is composed of two parcels totaling about 97 acres. It is located at the northwest corner of the intersection of Hesper Road and Gabel Road. The property is mostly vacant with a few out buildings and has been used for agricultural operations. The property owner is requesting annexation in order to obtain City services for development of the property for a trucking terminal facility. Since the property will default to Residential-9600 (R-96) zoning if it is brought into the City, a concurrent zone change to Controlled Industrial is being processed.

The property is located within the five year annexation area of the City's Limits of Annexation Map and appears to meet many of the City's criteria in its Annexation Policy. The City Limits are

immediately adjacent to the subject property on the south, east and north.

PROCEDURAL HISTORY

- On January 8, 2013, the annexation petition was submitted to the Planning Division.
- On February 11, the City Council acknowledged receipt of the annexation petition and set a public hearing for February 25.
- On February 25, the City Council continued the public hearing for the annexation until its March 25 meeting.
- On March 25, the City Council will conduct the public hearing and may take action on the request.
- On April 8, if the resolution to annex is approved by the City Council, Council will conduct a public hearing and consider first reading of an ordinance to add the property to a City ward.
- On April 22, the City Council will conduct the second and final reading for the ordinance expanding the ward boundary.

STAKEHOLDERS

Annexation by petition does not require notification of adjoining landowners; however, it does require that the City Council conduct a public hearing. Notice of the public hearing was posted on the property on February 8 and published in the Billings Times on February 7. The Planning Division has not received any inquiries about this petition at the time this memo was prepared. The City Council did take testimony at the public hearing at its meeting on February 25 but voted to continue the hearing to its March 25 meeting.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

The City Council has expressed concerns regarding how annexing additional properties may affect the City's ability to provide services to new developments without diminishing the services provided to existing City residents. To address these concerns, the City Council adopted an annexation policy that lists criteria for suitable annexations. The proposed annexation complies with the adopted Annexation Policy criteria as follows:

1. The area is located within the Limits of Annexation.
2. The City is able to adequately provide municipal water and sewer services. Sewer and water services will require extension of lines by the property owner in Hesper Road at the time of development.
3. Any proposed improvements to the property will meet City standards.
4. As part of a Development Agreement or Subdivision Improvement Agreement, the owners will sign a Waiver of Right to Protest the creation of any Special Improvement Districts.
5. If annexed, any proposed land use will comply with the zoning. Future development also may conform to the goals of the City of Billings and Yellowstone County Growth Policy.

Although MCA 7-2-4600 allows the municipality to waive the requirement of an annexation public services plan, it is the City's custom for staff to prepare a brief analysis of predicted impacts to services and facilities. State law lists the required contents of a public services plan including a 5-year (minimum) plan that outlines how and when services and infrastructure will be extended to the annexed area and how they will be financed. This report follows that general format.

Departmental Response: City and County Departments were given the opportunity to comment on this annexation. City departments responded favorably and detailed responses are provided below. The County Public Works Department also responded to verify that all of Hesper Road

will be annexed adjacent to the subject property.

City Facilities: The following improvements and facilities are necessary to provide adequate services to the subject property.

- **Water:** service is available and a water main will need to be extended along Hesper Road to the subject property. The cost to extend water service for the property will be at the developer's expense.
- **Sewer:** The property may be served by the developer extending City sanitary sewer along Hesper Road. The cost to extend sewer service for the property will be at the developer's expense.
- **Stormwater:** There is a stormwater line in Gabel Road. Storm water impacts will be identified during the site development process and mitigating measures will meet the requirements of the City and the Public Works Department.
- **Transportation:** The subject property has frontage on Hesper Road and Gabel Road, which are both Principal Arterial Streets. No issues have been identified by City Engineering or Street and Traffic staffs. Any specific traffic impacts will be identified during the site development process and mitigating measures developed at that time.
- **Fire Stations:** The subject property is currently served by the Billings Fire Department through the Billings Urban Fire Service Area and the Billings Fire Department will continue to serve the property upon annexation. The Billings Fire Chief stated that as this and other annexations are built out, additional fire department resources will be needed. The nearest fire station is Station #5, located at 604 South 24th Street West, about 2.3 miles northeast of the subject property.
- **Parks:** The subject property will be zoned Controlled Industrial if annexed and the zone change is approved. Park land dedication would not occur if this land is developed for a commercial use.
- **Bicycle and pedestrian facilities:** The property lies within the jurisdiction of the Billings Area Bikeway and Trail Master Plan. A bike lane is proposed on both Hesper Road and Gabel Road when there are future improvements to Hesper Road or Gabel Road in this area.

General City Services: These are the City services that are provided to all residents and businesses in the City, such as police and fire protection, street and storm drain maintenance, and garbage collection and disposal. The service providers that responded did not object to the annexation of this property.

- **Transit:** MET transit system operators have no objections to the annexation request, but the nearest bus route follows King Avenue West, about 1.4 miles north of the subject property.
- **Police:** The Police Department states that the subject property is in an established patrol area, but as further annexation and development occurs, more resources will be needed.
- **Public Utilities:** The Public Works-- Distribution and Collection Division had no objection with the annexation request as long as the owner agrees to fund the necessary water and sewer connection costs. The owner must agree to a waiver of protest for future SIDs through a Development Agreement or Subdivision Improvement Agreement as a condition in the Annexation Resolution.

- Public Works -Street and Traffic Division: The Street and Traffic Division stated that it has no problems serving the property.
- Public Works-Solid Waste: The Solid Waste Division notes that it can serve the property when developed, but noted that Senate Bill 234 passed in the 2011 State Legislature dictates that it is up to the property owner as to whether the City or a private carrier collects solid waste from the property.
- Ambulance Service: The City does not provide ambulance service, however it does dictate the level of service provided by American Medical Response (AMR). By City ordinance, 90% of ambulance calls must be answered within 8 minutes; this annexation is within the area of acceptable response time.
- Legal and Finance: General Fund services, such as the Legal and Finance Departments should not be negatively impacted by this annexation. The Finance Department responded that it did not see any issues with the petition request.
- Other Departments: City/County services including Library, Planning, and Environmental Health are only slightly affected by the annexation since they will continue to serve new development whether it is in the City or in the County.

Annexation of this property would adhere to the following goals, objectives and policies of the Yellowstone County and City of Billings 2008 Growth Policy:

- Predictable land use decisions that are consistent with neighborhood character and land use patterns. (Land Use Element Goal, page 6)
- Limit regional commercial centers to areas having efficient and direct access to Interstate 90 or other regional corridor (Planned Growth Goal, page 18)

The West Billings Plan identifies this area for commercial development. A preferred land use map was developed for the West Billings Plan locating neighborhood, community and regional commercial nodes at major arterial intersections. The plan indicated this area near the Shiloh Road/I-90 interchange should serve as a regional commerce center. The plan describes this center as an area intended to serve the entire Billings community and beyond. It designates the regional center to be located where it will have direct and efficient access to Interstate 90.

RECOMMENDATION

Staff recommends that the City Council conduct the public hearing and approve the Resolution annexing the subject property, subject to the following conditions of approval:

- Prior to site development, a Development Agreement shall be executed between the owner(s) and the City that shall stipulate specific infrastructure improvements and provide guarantees for said improvements, and a Waiver of Right to Protest the Creation of Special Improvement Districts will be recorded; and/or
- A Subdivision Improvements Agreement (SIA) and Waiver of Right to Protest the Creation of Special Improvement Districts shall be approved and recorded that will stipulate specific infrastructure improvements and provide guarantees for such infrastructure improvements.

APPROVED BY CITY ADMINISTRATOR

Annexation Petition

Annexation Exhibit

Annexation Resolution

13-15

PETITION FOR ANNEXATION TO THE CITY OF BILLINGS



NOTICE TO PETITIONER

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

INSTRUCTIONS

1. All items must be completed or provided. Please type or print. You may attach additional pages if more space is needed.
2. Prepare a map drawn to a scale adequate and legible to show the property requesting annexation and all other property within one-quarter (1/4) mile.

The map must show:

- a. The present and proposed boundaries of the municipality;
 - b. The present streets, major trunk water mains and sewer mains;
 - c. The zoning of the property requesting annexation and the property immediately adjacent to it.
3. The Petition should be submitted to the Planning Department, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., located on the 4th Floor of Parmly Billings Library at 510 North Broadway, Billings, Montana. Upon presentation, the Petition will be checked for completeness. Once accepted, the Petition will be routed to the following City Departments: Public Works, City-County Planning, Public Utilities, Fire Department, City Attorney, Police Department, Parks and Recreation Department, and the Finance Department. If the departments find no problems with the Petition, the City Clerk will schedule the Petition for City Council action.
 4. By filing the petition for annexation, the Petitioner(s) agree that only those City services which are available to the general area shall be provided to Petitioner, and that additional services as may become available to the general area shall be made available to Petitioner(s) in the same manner as said services are made available to other residents of the City. Petitioner(s) specifically waive the right to the report and plans for extension of services as provided in MCA Title 7, Chapter 2, Part 47.
 5. A description of the territory to be annexed to the City is legally described on a document attached hereto.

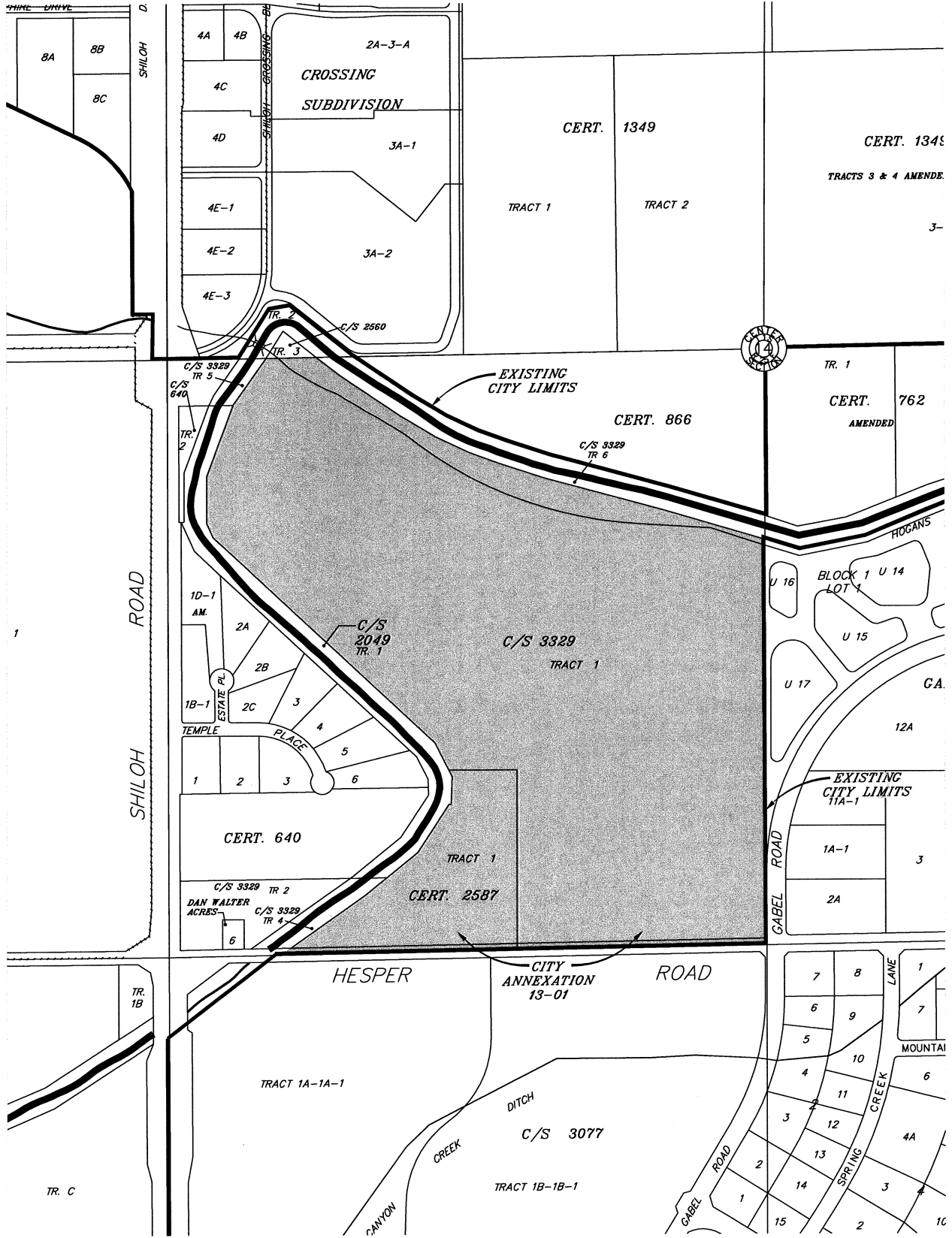
RESIDENT FREEHOLDER ELECTORS

Date	Print Name	Name Signature	Address
1-7-2013	INDUSTRIAL PLANNING ASSOCIATES, L.P.	Gregory C. MacDonald (AUTHORIZED) PARTNER REPRESENTATIVE	2929 3RD AVENUE NORTH SUITE 538 BILLINGS, MT 59101

(continued on separate page)

C 1

EXHIBIT "A"



RESOLUTION NO. 13-

A RESOLUTION OF THE CITY OF BILLINGS APPROVING PETITIONS FOR ANNEXATION AND ANNEXING TERRITORY TO THE CITY.

WHEREAS, one hundred percent (100%) of the freeholders who constitute more than fifty percent (50%) of the resident freeholder electors have petitioned the City for annexation of the territory hereinafter described; and

WHEREAS, the territory was described in the Petition as required by law, and

WHEREAS, annexation of said territory would be in the best interest of the City.

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

1. TERRITORY ANNEXED. Pursuant to Petition filed as provided M.C.A., Title 7, Chapter 2, Part 46, the following territory is hereby annexed to the City of Billings:

A tract of land situated in the SW1/4 of Section 14, T.1S., R.25E., P.M.M., Yellowstone County, Montana, more particularly described as:

Tract 1 of Certificate of Survey No. 2587, Recorded October 18, 1990, under Document No. 1576316, Records of Yellowstone County; Tract 1 of Certificate of Survey No. 3329, Recorded August 14, 2007, under Document No. 3434176, Records of Yellowstone County; Containing 97.326 gross and net acres more or less.

(# 13-01) See Exhibit "A" Attached

2. CONDITIONS. The annexation is approved, subject to the following conditions:
 - Prior to site development, a Development Agreement shall be executed between the owner(s) and the City that shall stipulate specific infrastructure improvements and provide guarantees for said improvements and a Waiver of Right to Protest the Creation of Special Improvement Districts will be recorded; and/or

- A Subdivision Improvements Agreement (SIA) and Waiver of Right to Protest the Creation of Special Improvement Districts shall be approved and recorded that will stipulate specific infrastructure improvements and provide guarantees for such infrastructure improvements.
3. PROCEDURE. All procedures as required under M.C.A., Title 7, Chapter 2, Part 46, have been duly and properly followed and taken.

PASSED by the City Council and APPROVED this 25th day of March, 2013.

THE CITY OF BILLINGS:

BY: _____

Thomas W. Hanel, MAYOR

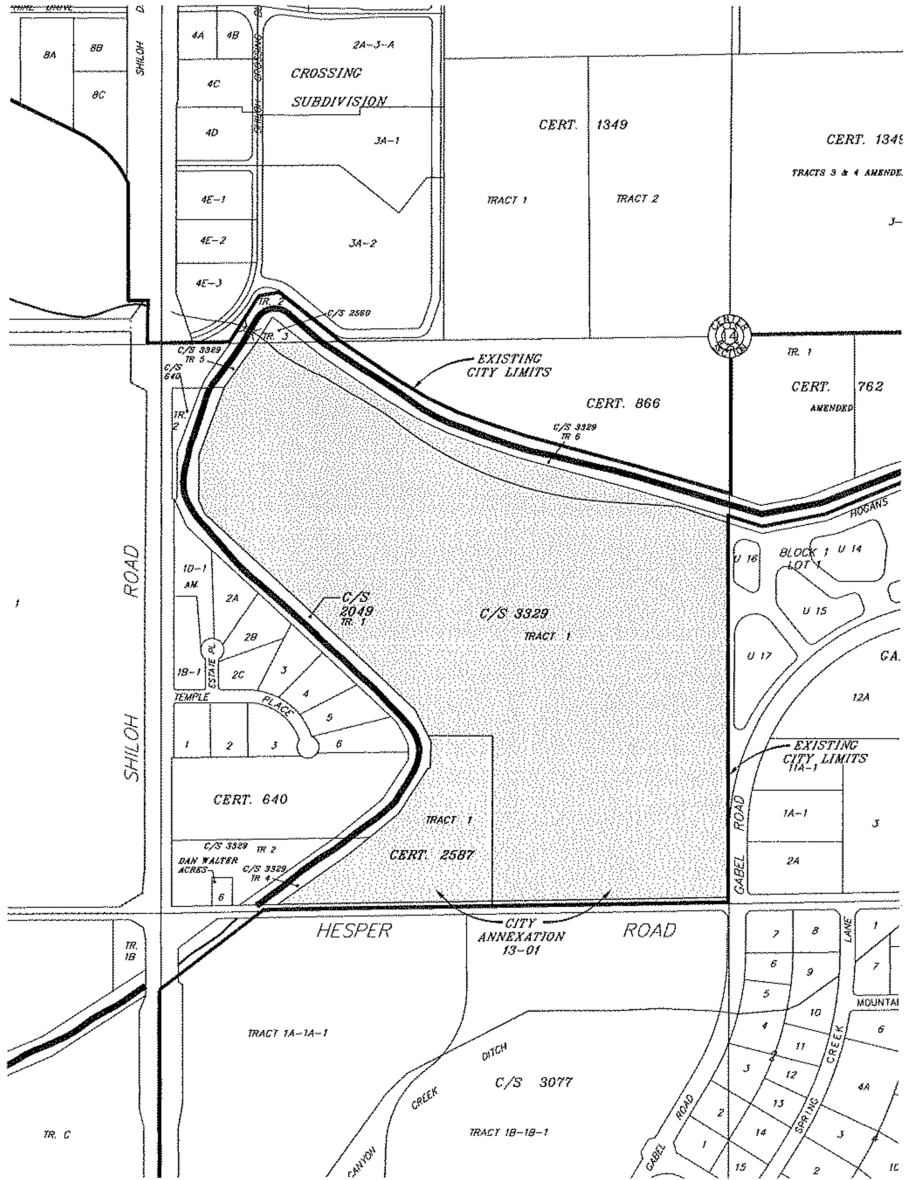
ATTEST:

BY: _____

CITY CLERK

(AN# 13-01)

EXHIBIT "A"



Regular City Council Meeting

Meeting Date: 03/25/2013

TITLE: Continued Public Hearing & First Reading - Zone Change #907 - 3815 Hesper Road

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

This is a zone change request from Agriculture Open-Space (A-1) to Controlled Industrial on 2 parcels of land described as C/S 2587, Tract 1 and C/S 3329, Tract 1, a 97.3 acre parcel of land. The property is located northwest of the intersection of Gabel Road and Hesper Road at 3815 Hesper Road. The property is owned by Industrial Planning Associates, LP and Rick Selensky, P.E. of Dowl HKM is the agent. The property is intended for the future development of a FedEx Ground transportation hub on a 50-acre portion of the site. The owner conducted a pre-application neighborhood meeting on December 19, 2012. The pre-application meeting notes are included as Attachment C. The owner has submitted a concurrent request for annexation of the property. The Zoning Commission received a valid protest from the surrounding property owners within 150 feet of the subject property. (Attachment D) The Zoning Commission conducted a public hearing on February 5, 2013, and is forwarding no recommendation on a 2-2 vote. The City Council opened the public hearing on February 25, 2013, and voted to continue the public hearing until March 25, 2013.

ALTERNATIVES ANALYZED

State law at Section 76-2-304, MCA, requires that all zone changes be reviewed in accordance with 10 criteria. Using the 10 criteria to determine the appropriateness of the zone change request, the City Council may:

1. Approve the zone change request
2. Deny the zone change request
3. Allow withdrawal of the application
4. Delay action for up to thirty (30) days

FINANCIAL IMPACT

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

BACKGROUND

The applicant is requesting to rezone two certificates of survey tracts from A-1 to CI and annex the property into the city. The northwest corner of Tract 1, C/S 3329, an 87.3 acre parcel, will be within the South Shiloh Corridor Overlay District when it is annexed into the city. The owner intends to adjust the lot line between this parcel and C/S 2587, a 10-acre parcel also included within the zone change and annexation request. The lot line adjustment will result in 2 parcels that will be 50 acres (east ½) and 47.3 acres (west ½) in area. The east 50 acres is intended for a new FedEx Ground transportation hub. The west 47.3 acre parcel will be subject to the South Shiloh Corridor Overlay District regulations for building design and site development standards. There are no development plans for the west parcel at this time.

The proposed zoning is identical to property to the east, north and south. Property to the west, across the BBWA canal, is property still located within the County. This property supports a Baptist college and church as well as a small residential subdivision. Property to the east is the Transtech Subdivision and Gabel Subdivision. This area has been developed for a variety of CI allowed uses including service business, corporate offices, a hospital, distribution warehouses, financial services as well as more intense uses such as pre-stressed concrete manufacturing, metal fabrication, powder coating and sandblasting. Property to the south is currently undeveloped property with the exception of a wireless communication tower just southeast of the intersection of Hesper Road and Shiloh Road. Further south is the Broso Valley Park Subdivision where several hotels, restaurants, vehicle sales and service businesses are located close to the Zoo Drive interchange with the interstate. A veteran's health service center is also located in this subdivision. The mixture of commercial and industrial uses is the result of individual developers imposing covenants and restrictions on subdivision lots rather than requirements of the underlying zoning district. The South Shiloh Corridor Overlay District does apply to a few of the properties closer to Zoo Drive and the interstate. The proposed CI zoning allows the same uses as the surrounding properties in the city limits.

A new drive approach will be required to the property from Hesper Road for the proposed FedEx Ground transportation hub. The annexation will require a development agreement to improve the section of Hesper Road, bring in utilities, and provide any required mitigation for potential traffic impacts to the surrounding road network including the intersection of Gabel Road and Hesper Road. Other intersections may be impacted and those will be identified in a traffic accessibility and impact study currently underway for the proposed FedEx development. Any development of the property will add traffic to the existing street network, so street improvements and mitigation of impacts will be necessary.

Hesper Road and Gabel Road are both designated principal arterial streets and have the capacity, or can be improved, to handle additional commercial and industrial traffic. In 2012, Gabel Road east of the Hesper Road intersection carried 5,700 vehicle trips per day. Hesper Road west of the Gabel Road intersection handled 2,370 vehicle trips per day in 2012. Principal arterial streets are designated to carry the greatest volumes of traffic throughout the community. The current traffic volumes on Gabel Road and Hesper Road are well below the capacity of a principal arterial street. Hesper Road west of the intersection with Gabel Road will need to be upgraded to accommodate additional commercial traffic.

The CI zone allows a wide variety of land uses from manufacturing to commercial retail and offices. CI zoning does not allow any residential uses by right but may allow single family dwelling units by special review approval. This area of West Billings has sustained a mixture of

uses in this area of CI zoning since the early 1980s. The commercial and retail uses have concentrated on the high traffic arterial streets such as King Avenue West, S 32nd Street West, S 24th Street West and Zoo Drive and Shiloh Road. The industrial uses, manufacturing and uses requiring larger buildings or storage yards have been developed on the other street fronts such as the east end of Gabel Road, Conrad Street, S 29th Street West, S 27th Street West, Enterprise Avenue and Overland Avenue west of S 24th Street West. The Transtech Subdivision and the Broso Valley Park Subdivision do have lots with frontage on arterial streets but have controlled the potential land uses through covenants and restrictions on the lots in those subdivisions.

STAKEHOLDERS

The Zoning Commission conducted a public hearing on February 5, 2013, and received the staff recommendation. In addition, the Zoning Commission received testimony from the applicant, Greg MacDonald of Industrial Planning Associates, the agent, Rick Selensky of Dowl HKM, and the prospective buyer, Jon Phillips of SunCap Property Group. Surrounding property owner David Brown of Wyo-Ben and Ken Petersen as attorney for 9 property owners in protest of the zone change provided testimony in opposition.

Jon Phillips of SunCap Property Group stated they are the preferred developer for a new site for a FedEx Ground transportation hub in the Billings region. He stated they intend to purchase the entire parcel of 97.3 acres and develop the east 50 acres for this new transportation hub. He stated given the 50-acre size, the proposed 140,000 square foot building and parking area could be much larger but his company decided to push the building back away from the adjacent streets and property lines to provide for additional landscaping and berming. He stated the amount of truck traffic - both line haul trucks and package delivery trucks - will be small in comparison to some of the surrounding uses and would be about 600 new trips per day total. He stated his company and FedEx Ground have developed similar hubs adjacent to Class A office spaces, residential neighborhoods, and other sensitive land uses including two recent projects in Windsor, CT and Redmond, WA. He stated the hubs do not have idling trucks, especially line haul trucks. He stated these trucks arrive and immediately deliver the trailer and either head out with no load or pick up another trailer and leave. The parked trailers are then moved by hub employees to the loading docks of the transfer facility. Mr. Phillips stated most of the traffic will be from package delivery vans that will deliver to Billings residents and the surrounding region. He stated a FedEx Ground hub in Redmond, WA is under construction and will be a 220,000 square foot building on 23 acres. He showed the Zoning Commission the approved site plan (Attachment F) with adjacent uses that included a large Class A office park to the south west, the Microsoft Millennium Campus (a high-end technology office complex) to the north and a large residential neighborhood to the south east. He stated the Redmond, WA building is about 150 feet from a Class A office building but the site will be extensively landscaped with berms to buffer those adjacent properties. Mr. Phillips stated the Windsor, CT facility was just completed and is a 220,000 square foot building on 62 acres.

Mr. Phillips stated Fed Ex Ground specializes in small package delivery and this proposed hub is part of FedEx Ground's nationwide expansion based on their logistics model for package delivery. Mr. Phillips stated it is their intent to develop this property with much greater separations to the Class A offices in Transtech, the County residents to the west, and to Hesper Road. He stated the plan is to set the facility approximately 800 feet west of Transtech and 800 feet from Hesper Road. The only entrance or exit from the property will be on Hesper Road about 1,000 feet west of the Gabel Road intersection. He stated the site will be heavily landscaped and bermed along the south and east to diminish the impact of the larger transfer building and parking area. He stated he has met and discussed site development specifics with

the owners and representatives of Transtech Center. Mr. Phillips stated he understands the adjacent owners have placed covenants and restrictions on their subdivisions but these private restrictions should not encumber adjacent property. He showed graphic renderings of what the property would look like from the Transtech Center and from Hesper Road when it is built and landscaped. Commission member Dan Wagner asked whether the proposed building would be similar to the Windsor, CT building. Mr. Phillips stated the building would be a similar design only smaller.

Chairman Leonard Dailey, Jr. asked what the proposed time line for construction is for FedEx. Mr. Phillips stated SunCap would like to begin construction as soon as possible this spring. Mr. Phillips stated he anticipates a project completion by the end of 2013 with installation of the interior transfer equipment by FedEx in early 2014. He stated the facility would likely start operation by June 2014. Chairman Dailey asked whether SunCap would retain ownership of the property. Mr. Phillips stated they would remain the property and building owner and have a long-term lease with FedEx Ground.

Rick Selensky of Dowl HKM stated his firm has completed a preliminary traffic analysis for the proposed FedEx Ground facility. He stated the facility will generate about 672 new vehicle trips per day with many of those being employee trips. He stated the facility is a 24-hour day work environment so the employees work in shifts. He stated the line haul deliver trucks (semi-tractor trailers) would be arriving and departing mostly in the evening between 6 pm and 10 pm. He stated the package and delivery vans departures are concentrated in the early morning with returns later in the afternoon and early evening. He stated the developer plans to participate in the required signalization of Hesper and Gabel and Gabel and 32nd Street West. He stated the developer will pay for all the improvements to Hesper Road west of Gabel Road including 1,100 linear feet of curb, gutter, sidewalk and a 39-foot wide street. He stated the developer will pay for and install all city utilities including water, sanitary sewer, and storm sewer lines.

Greg MacDonald of Industrial Planning Associates testified as the owner of the property. He state the proposed zoning is consistent with all adopted City plans and is identical to the adjacent city zoning to the north, south, and east. He stated the West Billings Plan, adopted in 2001, identified this 500-acre area near the Zoo Drive and Shiloh Road interchange as a regional commerce center. He stated most of this 500-acre area is already zoned Controlled Industrial. He state this property is in a strategic location with ready access to arterial streets and efficient access to the interstate highway. He stated there are several adjacent and nearby properties with similar or more intensive industrial uses. Mr. MacDonald urged the Commission to adopt the unbiased and considered recommendation of its Planning staff and recommend approval of the zone change. He stated the proposed zoning has several practical and positive reasons for approval.

Mr. David Brown of Wyo-Ben Incorporated located at 1345 Discovery Drive testified in opposition to the application. He stated his office building is 200 feet from the property line where FedEx intends to construct its facility. He stated he believed it was great FedEx was expanding in the area but he believes this is not an appropriate site for the transfer hub. Mr. Brown stated the project will have two major impacts on his business - visual impact and air pollution or emissions. He state the size and construction style of the building is not consistent with the Transtech Center. He stated his building draws a lot of outdoor air for its HVAC system. He stated when someone is smoking outside the building, the HVAC will draw in that cigarette smoke. He stated the FedEx trucks and fuel smells will impact the indoor air quality for his employees. He presented a photo of the existing FedEx transfer facility in Lockwood. He stated the picture shows many trucks idling and starting diesel tractor trailers. He stated this is what the new hub will be like. He urged the Commission to recommend denial of the zone change.

Mr. Ken Petersen, an attorney representing 9 property owners opposed to the zone change, testified in opposition to the zone change. Mr. Petersen stated the new FedEx Ground hub is a great project for Billings but should not be located on Hesper Road. He stated he commended the owner and FedEx for being up-front about the intended use for the property. He stated his analysis of the 10 criteria for zone changes indicated the zone change should be denied. He stated the zoning is not consistent with the Growth Policy for many reasons. He stated his clients believe the city should require installation of two left turn lanes at the Gabel and Zoo Drive intersection. He stated his clients own many of the properties in Transtech and they will be negatively affected by the air emissions from the transfer hub. He stated there is 1 hotel on Zoo Drive with plans for 3 more. He stated a 24-hour trucking operation will negatively effect these hotels. He stated the zoning is not consistent with the County neighborhood to the west. He stated the owner and developer should conform to the Shiloh Road Overlay District even though they intend to move the lot lines so the FedEx lot is outside the overlay district. Mr. Petersen stated Transtech is a Class A office park and this transfer hub will result in a loss of value for these owners. He stated the developer should apply the Shiloh Road Overlay District standards to all the property. He stated the development will hurt the market value of the property to the south and east. He stated the proposed zoning will have a large impact on the transportation network. He stated this network was paid for by all the existing owners and they should not be burdened by this new development. He stated the protest petition the Commission received and the City Council will receive outlines all the criteria that recommend denial. He stated the city and economic development agencies should work together to find another site for the FedEx facility. Mr. Petersen showed the Commission a map and pointed to a property south of the interstate on South Frontage Road west of the King Avenue interchange. Mr. Petersen stated the property could easily be annexed and re-zoned for the Fed Ex project. He stated his clients estimated the cost of extending city services to the property to be about \$ 1.7 million - a comparable cost to the Hesper Road site. He stated this South Frontage Road site would have direct access to 3 interstate interchanges and not just 1.

Chairman Dailey asked the applicant and agents to provide rebuttal to the testimony in opposition. Mr. Phillips stated the air quality standards adopted by the city, county, state and the federal government will be met by FedEx. He stated there should be no emission impacts to adjacent properties. He stated if the site were developed without landscaping or berming it would have a visual impact. He re-stated the developer's intent to substantially landscape and berm the site so the visual impact is minimized to a great extent. He stated the building will not be a metal sided structure but will be upgraded siding that will also diminish any visual impact. He stated he was aware of and had read the covenants and restrictions on the adjacent subdivisions but these restrictions and covenants do not apply to this property. He stated he believed the market for land in the area will be improved by the FedEx facility. He stated they are paying a very good price for the land which can only help raise value for future land sales in the area. He stated market velocity for land in this area has been slow but this sale and development should help drive demand up for new development.

Mr. Selensky re-stated that the developer will be shouldering all of the adjacent street and site improvements and will provide its fair share to the signalization projects for Gabel and Hesper as well as Gabel and South 32nd Street West. Mr. Selensky clarified the traffic study was based on an initial employee level of 200 - not on 400 employees. Mr. Phillips stated when FedEx asks for proposals on sites for new transfer hubs, it has very exacting standards based on its logistics model. He stated if the zone change is not approved, FedEx will have to re-work the logistics model to accommodate another site. He stated FedEx may chose to split its transfer hub in to 2 or more locations if it cannot build just one facility. Mr. Phillips stated the site and development

are time sensitive so another site may not accommodate those time lines.

Commission member Dan Wagner asked if any of the FedEx traffic would go west on Hesper Road and why the developer is not improving that section of Hesper Road. Mr. Selensky stated some traffic will head west on Hesper Road but not a large percentage. Mr. Selensky stated the city requires the developer to do street improvements on the immediately adjacent street but not on right-of-way that is outside the city limits or beyond the boundaries of the development with the exception of intersection improvements to accommodate the added traffic.

Member Dan Wagner asked what SunCap intends for the west 47 acres as he understands it is all just swamp with high ground water. Mr. Phillips stated it will retain the 47 acres and market the property appropriately. He stated the entire site has high ground water and the FedEx facility will be built on pilings to accommodate this issue. He stated this is an engineering issue on the property and a solution is available.

Chairman Dailey closed the public hearing. Member Mike Boyett made a motion to recommend approval of the zone change and adopt the findings of the 10 criteria. The motion was seconded by member Barbara Hawkins. Chairman Dailey stated the Commission should focus on the proposed zoning and not get too involved in considering the specifics of the FedEx project. Member Dan Wagner stated that he was concerned about the air quality impacts to the adjacent property and the visual impact to the area. The Zoning Commission voted 2-2 on the motion to recommend approval to the City Council. Chairman Dailey and member Dan Wagner voted no and members Mike Boyett and Barbara Hawkins voted in favor. Therefore, there is no recommendation to the City Council for the zone change.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

The West Billings Neighborhood Plan adopted by the City in 2001 states the purpose of the plan is to guide the long-term growth of West Billings by achieving planned growth. A preferred land use map was developed locating neighborhood, community, and regional commercial nodes at major arterial intersections. The plan indicated this area near the Shiloh Road interchange with the interstate should serve as a regional commerce center. The plan describes this center as an area intended to serve the entire Billings community and beyond. It designates the regional center to be located where it will have direct and efficient access to Interstate 90. A regional commercial center should accommodate a variety of uses including transportation hubs, central offices for regional businesses, services for Billings and visitors and other uses that need direct and efficient access to the interstate.

The CI zone is described in the zoning code as follows: "The Controlled Industrial zone is intended to accommodate a variety of business, warehouse and light industrial uses related to wholesale plus other business and light industries not compatible with other commercial zones, but which need not be restricted in industrial or general commercial zones, and to provide locations directly accessible to arterial and other transportation systems where they can conveniently serve the business and industrial centers of the city and county." The proposed zoning of the property for a FedEx Ground hub is compatible with the goals and policies of the West Billings Neighborhood Plan.

The applicant conducted a pre-application neighborhood meeting on December 19, 2012, and surrounding property owners or their agents attended the meeting. The Planning Division was contacted by Jerry Thomas, Chair of the Transtech Center Owners Association, with concerns regarding the truck traffic impacts from the proposed FedEx Ground hub, the landscaping requirements, the building design, and the proximity of the property adjacent to the Transtech Center, a high tech business park. The Planning Division received a petition in protest of the proposed zone change from several property owners within the 150-foot valid protest area around the subject property. (Attachment D). The petition is a valid protest against the zone change. This protest will require a 2/3 majority vote of the present and voting members of the City Council to approve the zone change.

The Planning Division recommended approval of the proposed zone change. Planning staff found the proposed CI zone compatible with the zoning north, south, and east of the subject property. The lots north are developed and developing as a large retail center, Shiloh Crossing. Scheel's has broken ground in this development for a 220,000 square foot sporting goods store, scheduled for opening in 2014. Property to the east is in the Transtech Subdivision and Gabel Subdivision. Advanced Care Hospital, Stillwater Mining, Briggs Distributing (warehouse), GE Capital, Sanderson Stewart, Windmill Restaurant, Electrical Consultants, Inc. (ECI), Hub Mountain States Insurance, Land Design, Alphagraphics and JGA Architects and Engineers, Watkins Shepard Trucking, EC Power Systems, and Timmer Roofing are a few of the businesses located in these subdivisions. The Broso Valley Park Subdivision is located to the south and east. It includes the Veteran's Health Service, an assisted living facility, Big Horn Resort, Rib & Chop House Restaurant, Hampton Inn and Suites, and a Holiday Gas Station. All three subdivisions have placed private covenants and restrictions on the lots to prohibit some uses and control the design of buildings and landscaping. There may be uses allowed in the CI zone that are not compatible with the restricted subdivisions to the east and south east of the subject property. For example, wood products manufacturing such as cabinet making, factory-built buildings, and roof truss plants are allowed uses in the CI zone. These uses may or may not be compatible with the restricted uses in the surrounding subdivisions.

The Planning Division reviewed the application and recommended approval to the Zoning Commission based on the 10 criteria for zone changes. The Zoning Commission has no recommendation on the 10 criteria findings of fact on the proposed zone change. If the City Council moves to approve the zone change it may adopt these 10 criteria as stated below. If the City Council moves to deny the zone change it will need to propose findings that are contrary to 1 or more of the 10 criteria.

The subject property is adjacent to Public and R-150 zoning in the county and CI zoning in the city. The uses allowed within the proposed CI zoning are compatible with the surrounding zoning and neighborhood character. Any development of the property requires compliance with the new zoning and the ability to meet site design criteria and traffic safety standards. The 2008 Growth Policy and the West Billings Neighborhood Plan encourage predictable land use decisions that are consistent with neighborhood character and land use patterns. The existing use and proposed zoning are consistent with this neighborhood and land use pattern.

Prior to any making a decision on the proposed zone change, the City Council shall consider the following 10 criteria:

1. Is the new zoning designed in accordance with the Growth Policy?

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

- Predictable land use decisions that are consistent with neighborhood character and land use

patterns. (Land Use Element Goal, page 6)

The proposed zoning is identical to the adjacent zoning in the city limits. The current neighborhood character is a mixture of service businesses, retail, corporate offices and industrial uses. The proposed zoning will allow similar business and commerce on the property.

- Limit regional commercial centers to areas having efficient and direct access to Interstate 90 or other regional corridor (Planned Growth Goal, page 18)

The proposed zoning will allow the regional commerce center planned in the West Billings Neighborhood Plan to be complete with compatible zoning throughout.

2. Is the new zoning designed to secure from fire and other dangers?

The new zoning requires minimum setbacks, open and landscaped areas, and building separations. The new zoning, as do all zoning districts, provides adequate building separations and density limits to provide security from fire and other dangers. The City Fire Department will ensure safe access to the site and provision for minimum fire flow to the new buildings.

3. Whether the new zoning will promote public health, public safety and general welfare?

Public health and public safety will be promoted by the proposed zoning. Any development of the property will require connection to the city public utilities and improvements to adjacent streets and intersections. The city and state have invested in nearby transportation systems and utilities that will provide service to the property. Additional users and rate payers for those systems will benefit the general welfare. The proposed zoning will likely result in economic development and provision of new jobs to the Billings labor market.

4. Will the new zoning facilitate the adequate provisions of transportation, water, sewerage, schools, parks, fire, police, and other public requirements?

Transportation: The proposed zoning will impact the surrounding streets, and a traffic impact study will be required. The City Engineering Division will have to approve the study and will require street and intersection improvements prior to or concurrent with any development of the property.

Water and Sewer: The City will be able to provide water and sewer to the property by extension of lines. The developer will pay all related costs of this utility extensions as well as systems development fees.

Schools and Parks: There should be no impact to schools from the proposed zone change.

Fire and Police: The subject property is currently served by the Billings Urban Fire Service Area. City Public Safety Services have no concerns.

5. Will the new zoning provide adequate light and air?

The new zoning, as do all zoning districts, require building setbacks and separations so adequate light and air are assured.

6. Will the new zoning effect motorized and non-motorized transportation?

The subject property when developed will likely add more than 500 vehicle trips per day to adjacent streets. This will require a Traffic Accessibility Study to determine the impacts and to provide for improvements to those streets and intersections.

7. Will the new zoning will promote compatible urban growth?

The new zoning does promote compatibility with urban growth. Lower density development is inefficient and ineffective in recovering the costs to extend city services. The area was included in the regional commerce center as part of the West Billings Neighborhood Plan in 2001. The property is the last major piece of the commerce center to be proposed for annexation and zoning. There are compatible uses and zoning to the north, south, and east.

8. Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?

The proposed zoning does consider the character of the district and the suitability of the property for a variety of commercial and industrial uses. The intended use of the eastern 50 acres of the 97-acre property is for a FedEx Ground transportation hub. The applicant and agent describe this use as a transfer location from larger trucks to smaller trucks for local deliveries within Billings and the region. The property is located to allow for efficient and direct access to the interstate and regional transportation network.

9. Will the new zoning conserve the value of buildings?

Surrounding property exhibits higher taxable land value. The property is currently vacant and should increase in value when developed. There is one older manufactured home on the property that will become a nonconforming use of land. This uses is protected by the zoning code so long as it continues in place. The zoning code also allows replacement of this manufactured home with a newer or larger manufactured home.

10. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?

The proposed zoning will encourage the most appropriate use of land in this area of Billings. The proposed CI zone is identical to the adjacent zoning in the city. The adjacent subdivisions have been developed for a variety of allowed uses including corporate offices, service businesses, health care, retail and hospitality businesses. The proposed zoning allows this mixture of uses and the development standards for site design, landscaping and transportation improvements will be appropriate for this location.

RECOMMENDATION

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

APPROVED BY CITY ADMINISTRATOR

Attachments

Zoning Map

Site photos

Applicant letter

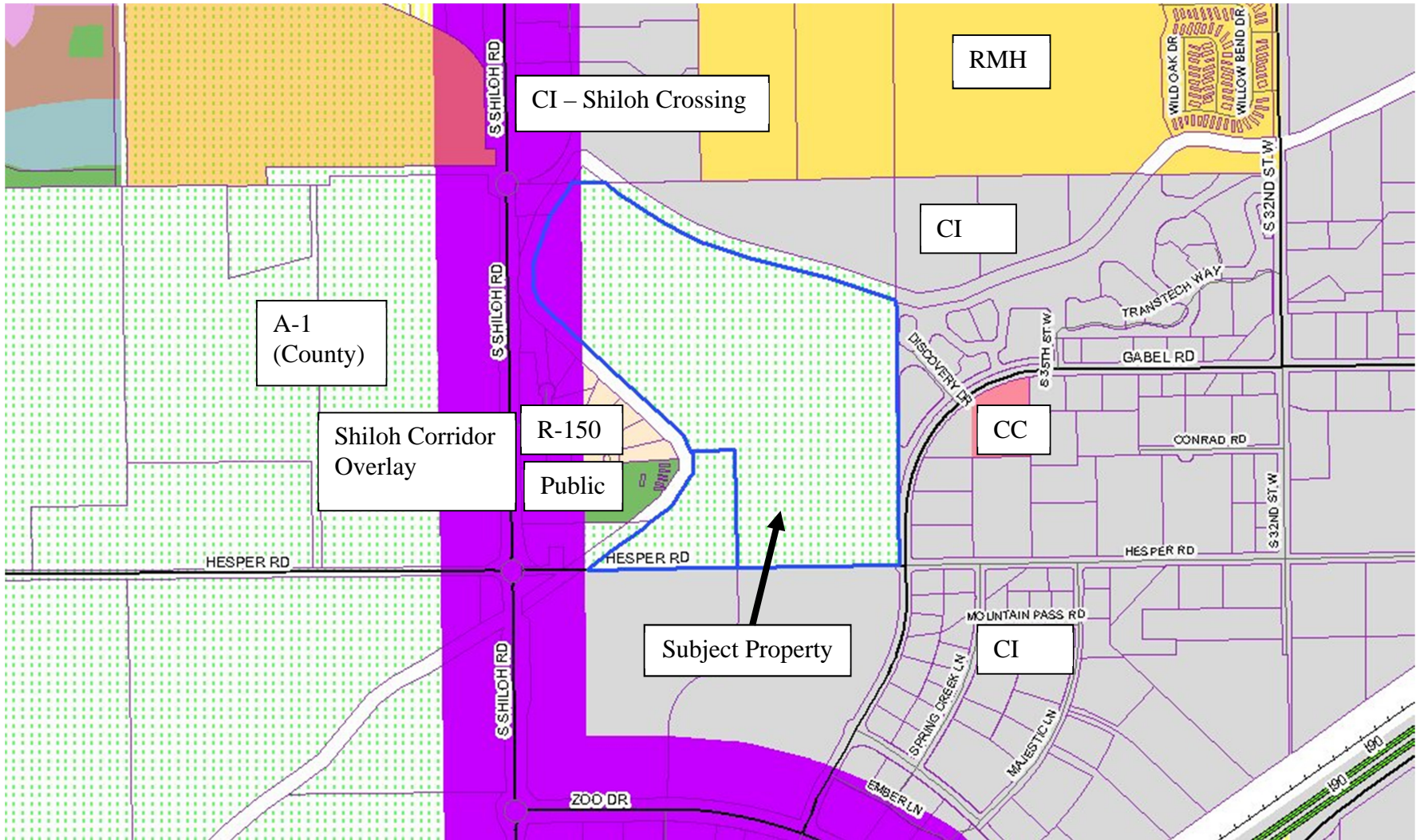
Protest Petition

Attachment E Ordinance

Protest Area Map

Valid Protest Owners List

Attachment A: Surrounding Zoning
Zone Change #907 – 3815 Hesper Road



Attachment B
Site Photographs, Zone Change #907 - 3815 Hesper Road



Subject Property



View north and east – Stillwater Mining Corporate office – Transtech Subdivision

Attachment B, continued
Site Photographs, Zone Change #907 - 3815 Hesper Road



View north and east – Transtech Subdivision



View east – Briggs Distributing – Gabel Subdivision

Attachment B, continued
Site Photographs, Zone Change #907 - 3815 Hesper Road



View east along Hesper Road to intersection with Gabel Road

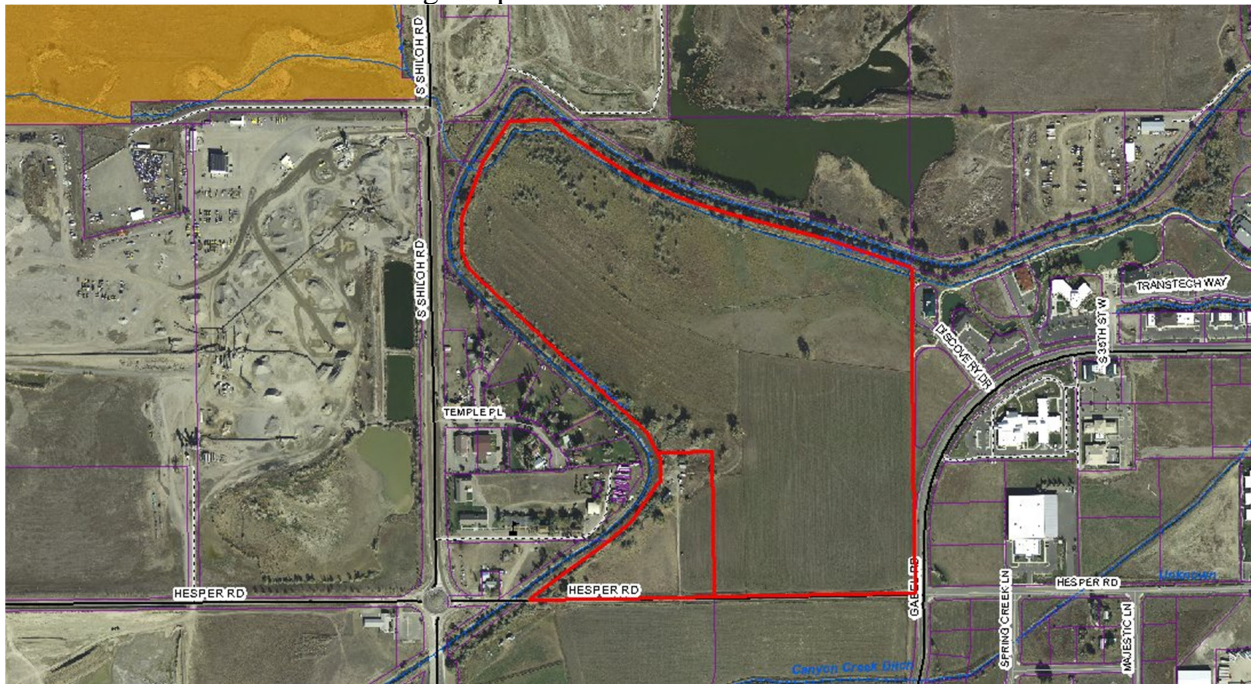


View south and east to Brosno Valley Park Subdivision

Attachment B, continued
Site Photographs, Zone Change #907 - 3815 Hesper Road



View west along Hesper Road to intersection with Shiloh Road



Aerial view of property

Attachment C
Applicant's Letter

C/S 2587 and C/S 3329 Pre-Application Zoning Meeting
SYNOPSIS

Date: December 19, 2012

Location: Hampton Inn – 3550 Ember Lane – Billings, MT 59102

Jon Phillips introduced the proposed FedEx Ground Hub Facility project. He stated that the largest building is planned to be located approximately 800 feet north of Hesper Road. He said FedEx plans to employ 200 people initially but that number would double in the future. Jon said the traffic is spread out throughout the day and night with the peak traffic traditionally occurring at 10 p.m. and 3 a.m.

The following are answers to questions from attendees:

Jon said adding 200 employees in the future would not require a physical expansion but it would occur within the existing building.

Jon stated there were no plans for the remaining 47 acres of undeveloped property. He said the property to the west would remain exactly as it is for now.

The building material is planned to be pre-engineering metal.

The only access to the site would be off of Hesper Road, not Gabel Road.

Rick Selensky stated that the intersection of Hesper and Gabel could see a 3 to 5% increase in traffic. He said a traffic study was currently being developed and the numbers were preliminary.

Jon said minor vehicle maintenance could be performed out on site but the site would not provide sole source vehicle maintenance.

Jon stated that this facility would serve several states around Montana. He said there would be a small number of "over the road" trucks; however, this hub would be a small package facility that mostly uses smaller trucks and vans.

Jon said the lighting would be shielded based on discussions with the City of Billings. He said the property will be fenced and landscaped with berms located on the east, south, and possibly the west sides of the property. The fence would be chain link with barbs on top.

Jon described a variety of FedEx projects he has developed around the country. Many have been located in areas with diverse types of zoning. He commented that the proposed Controlled Industrial Zoning on Hesper Road is consistent with

the surrounding zoning. He stated that he could not predict if the FedEx Ground development would spur future warehouse development.

Jerry Thomas commented that the Trans Tech property was carefully developed and includes an architectural design review committee. This committee ensures that potential developments meet the Trans Tech standards. He said he has a major concern with this development and is worried that it will adversely impact current and future property values. Jerry said Trans Tech would be able to provide the 25% protest required to trigger a 2/3 majority council vote for approval. He asked Jon where else he had looked and why he picked this location.

Jon replied that he looked at many areas in Billings. He said utilities and access to the interstate were important issues. He also said that the City of Billings was interested in annexing the property.

Jerry encouraged Jon to look at other sites and to seek monetary assistance to off-set utility costs.

Jon said the building could not be rotated, but he said that FedEx is agreeable to providing heavy landscaping with berms to help soften the development.

The hospital stated they have two concerns, barbs on the fence and truckers. They are worried about the perception. They would like Jon to look at a landscaping design that could incorporate the Trans Tech Park. Jon stated that this could be accomplished.

A comment was made that the building would stand out due to the elevation of the property. It was stated that this is a major entrance to Billings and that Trans Tech is a professional area and this development could be a detractor. The commenter's primary concern was aesthetics.

Jon said they have mitigated similar buildings in other areas of the country with heavy landscaping. He said he was willing to e-mail examples to everyone who wanted them. E-mail addresses were collected and given to Jon.

Jon said the building elevation rendering was conceptual and FedEx's design team would be sensitive to local input. The hospital does not want barb wire fence and Jon stated that he will look into getting rid of that feature.

Jon thought that the Johnson Lane facility would likely re-locate to this location. There would be approximately 270 auto parking spaces. Jon and Rick were unsure of the number of truck parking spaces.

Rick stated that the vehicle trips per day are estimated to be 590. Trans Tech's traffic study estimated that they could expect 3,580 trips per day. It was asked if the 590 vehicles included the 400 employees. Rick stated that the traffic study will be completed soon, but he stated that the 590 trips per day were likely the opening day traffic volumes.

Tim Filz stated that the zone change application is due on January 7, 2013, the Zoning Commission meeting will be scheduled on February 5th, and City Council will vote on the proposed zone change on February 25th.

Respectfully submitted,



Rick Selensky, PE, LEED GA
DOWL HKM

C/S 3329 and 2587
Zone Change Pre-application Neighborhood Meeting
Hampton Inn - December 19, 2012 - 6:00 p.m.

Name (please print legibly)	Address (street, city, zip)
Tim Filz	PO Box 339 Billings, MT 59102
Todd McKeever	PO Box 80066 Billings, MT 59106
Keith Hermanson	PO Box 81612 Billings, MT 59108
Jerry Thomas	PO Box 80274 Billings, MT 59108
Kerry Ashment	3528 Gabel Road Billings, MT 59102
Jeremy Vannatta	1814 Front Street Billings, MT 59101
Chuck Platt	145 Grand Avenue Billings, MT 59101
Robb Bergeson	1691 Aviation Place Billings, MT 59105
Randy Reger	2708 Palm Drive Billings, MT 59102
Debbie Reger	2708 Palm Drive Billings, MT 59102
Brian Fennern	3533 Gabel Road Billings, MT 59102
Rick Selsensky	222 N. 32nd Street Billings, MT 59101
Jon Phillips	SunCap Property Group, Charlotte, NC
Greg MacDonald	2929 3rd Ave. North Ste. 538, Billings, MT 59101

PRIMARY GOALS AND OBJECTIVES OF THE 2008 GROWTH POLICY

Land Use Element

1. **ISSUE:** *Neighborhoods are experiencing pressures from new development and land use changes.*

GOAL: Predictable land use decisions that are consistent with neighborhood character and preferred land use patterns identified in neighborhood plans.

OBJECTIVES:

- Preserve Neighborhood integrity.
- Empower neighborhood groups.

Response: The proposed zone change and development is consistent with PG1.C.2 – Policy D of the 2001 West Billings Plan: “Regional commercial development to serve travelers, tourists, and business is appropriate adjacent to the Shiloh Road – Interstate 90 Interchange...” The developer stated at the Pre-application Zone Change Meeting that he would provide large building set-backs with heavy landscaping and earthen berms to help screen the development. He said he was open to tying the landscaping into the Trans Tech Park. The developer stated that FedEx is sensitive to developing and maintaining good neighbor status. They are willing to work with neighbors to preserve and enhance the neighborhood character.

2. **ISSUE:** *The current zoning ordinances and subdivision regulations do not always prevent incompatible uses in and adjacent to existing City neighborhoods and County townsites*

GOAL: New developments that are sensitive to and compatible with the character of adjacent City neighborhoods and County townsites.

OBJECTIVES:

- Maintain a high quality of life for new and existing residents.
- Reduce conflicts between neighbors.

Response: The property is surrounded on three sides by Controlled Industrial Zoning. The developer proposes to locate the building 800 feet north of Hesper Road and at least 800 feet west of Gabel Road. This large buffer area is planned to be heavily landscaped with earthen berms to provide sight and sound screening. FedEx is proud of their company brand and will develop the property to be compatible with the character of adjacent neighborhoods which should help reduce or eliminate potential conflicts with neighbors.

4. **ISSUE:** *Urban sprawl threatens the rural character of land surrounding Billings, increases the cost of providing public services, and threatens the vitality of the city core and downtown area.*

OBJECTIVES:

- Ensure the continued functionality of natural systems.
- Use City and County resources in a cost effective manner.
- Creative attractive communities.

Response: The proposed development is considered infill as it is surrounded on three sides by developed property in the City of Billings. This development is directly south of the new Scheels building and west of Trans Tech. The City of Billings has water, sanitary sewer, and storm drain facilities in Gabel Road. All three utilities would be extended along Hesper Road and the road would be widened along the development frontage. This would be accomplished and paid for by the developer.

Economic Development Element

1. **ISSUE:** *We need to continue a cohesive focus in economic development.*

GOAL: Coordinate economic development efforts that target business recruitment, retention, and expansion.

OBJECTIVES:

- Improve the quality of life for residents.
- Strengthen area economy.
- Create living wage jobs.

Response: FedEx Ground would open their facility in 2013 and plans to initially employ 200 people. Wages are estimated to average between \$37,000 and \$46,000 per year which are above the Montana Department of Labor and Industry latest statistics of 2010. These statistics list average private wages in Yellowstone County at \$36,857. Future expansion could employ up to 400 people. This would strengthen the area economy and create living wage jobs.

2. **ISSUE:** *Lack of living wage jobs.*

GOAL: Increase the median income of households and individuals.

OBJECTIVES:

- Improve the quality of life for residents.
- Attract and retain businesses that offer competitive wages and benefits.
- Reduce dependency on social programs.

Response: 200 high paying jobs with benefits would exceed the objectives of this issue. FedEx Ground would provide an immediate positive impact to the economy in Billings. The impact would continue for years with an additional 200 jobs. FedEx Ground would help reduce the dependency on social programs by providing high paying jobs with benefits.

3. **ISSUE:** *Entryways to our communities should be attractive and not present physical barriers discouraging economic growth.*

GOAL: Attractive and accessible communities.

OBJECTIVES:

- Encourage new businesses to locate in Billings and the gateway areas.
- Reduce travel time through town.
- Convey a business-friendly attitude.
- Increase the visual appeal of our highway and railroad corridors.

Response: FedEx is a high profile company that takes pride in their facilities and the surrounding improvements. They desire to work with surrounding property owners and the City of Billings to be a good neighbor. The existing property is generally an unused field that, at times, pastures horses or cows. FedEx would screen the property with professionally designed landscaping and earthen berms. They have agreed to work with the neighbors who expressed concerns at the Pre-application Zone Change Meeting. They plan to make the property as visually appealing as practical.

4. **ISSUE:** *Government supported programs and improvements are not sufficiently funded.*

GOAL: Improved public services and facilities.

OBJECTIVES:

- Construct safe and efficient infrastructure.
- Respond in a timely manner to public service needs.

Response: FedEx would be required to extend at their expense water, sanitary sewer, and storm drain on Hesper Road adjacent to their development. They would also be required to improve Hesper Road with curb and gutter on the north side and 39' of asphalt paving. The intersections of Hesper and Gabel and Zoo and Gabel are currently under study and could require shared improvement upgrades.

12. **ISSUE:** *The Billings economy faces a severe shortage of skilled workers in a number of sectors (a problem that will worsen as the population ages).*

GOAL: Community-wide planning and preparation of a skilled workforce to meet the diverse and growing economic development needs of the community.

OBJECTIVES:

- Improve coordination between the business community, economic development agencies, and school districts.
- Increase educational attainment for high demand, well-paying jobs.
- Increase per capita income.
- Increase local workforce availability to attract new clean industry jobs.

Response: The addition of 200 well-paying jobs with benefits would help increase the per capita income in Billings and Yellowstone County. The potential for future expansion would continue to benefit the economic development needs of the community. The FedEx Ground Hub facilities utilize smaller trucks and vans for delivery. This industry is considered clean and FedEx carefully chooses and trains their personnel to be professionals.

Aesthetics Element

1. **ISSUE:** *There are areas in the City and County that are unattractive and present a poor image of the community.*

GOAL: Visually appealing communities.

OBJECTIVES:

- Improve the image of the community.
- Instill pride in the community.
- Improve the quality of life for residents.
- Preserve the community assets such as the Rimrocks, the Yellowstone River, the downtown, and the major street thoroughfares.

Response: FedEx embraces and values the communities where they choose to locate. They take pride in working with neighbors during design to enhance their developments. They are willing to explore the possibility of continuing the park-like landscaping that exists at Trans Tech. Further, the large buffer between the building and Hesper and Gabel Roads would be heavily landscaped with earthen berms. The landscaping features would help improve the area and provide a walking and bike trail from Hesper Road through Trans Tech.

Natural Resource Element

3. **ISSUE:** *Due in part to the arid nature of our environment and the remoteness of some developments, there is an increased risk to human life and property for wildfires.*

GOAL: Minimize loss of life and property damage resulting from wildfires.

OBJECTIVES:

- Save lives and property.
- Utilize fire protection resources more efficiently.
- Protect the natural environment.

Response: The FedEx building would be designed with fire sprinkler protection. The site design and Hesper Road would include fire hydrants placed every 400 feet. The 45 acres to the west would remain in its natural state but would be closer to firefighting facilities.

5. **ISSUE:** *Human encounters with wildlife often results in a painful consequence for wildlife, pets, and humans.*

GOAL: Reduced opportunities for negative human and wildlife encounters.

OBJECTIVES:

- Reduce needless injury or death of wildlife and pets.
- Minimize property damage caused by wildlife.
- Protect human life and property.

Response: The FedEx site would be entirely fenced to help reduce or prevent negative human and wildlife encounters. The fencing should help minimize property damage caused by wildlife.

Open Space and Recreation Element

4. **ISSUE:** *Billings and surrounding County townsites need more multiple use trails.*

GOAL: A multi-purpose trail network integrated into the community infrastructure that emphasizes safety, environmental preservation, resource conservation and cost effectiveness.

OBJECTIVES:

- Provide convenient access to bicycle and pedestrian facilities.
- Improve quality of life for residents.

Response: The FedEx development would build a sidewalk fronting their development on the north side of Hesper Road. FedEx has expressed an interest in working with representatives of Trans Tech during the site design phase. It may be possible to tie the new sidewalk on Hesper to the existing Trans Tech pedestrian trail. This would provide pedestrians and cyclers a large recreational area.

Transportation Element

3. **ISSUE:** *Lack of adequate traffic control.*

GOAL: Improved traffic flow and reduced congestion.

OBJECTIVES:

- Reduce potential harm to people and property.
- Maintain safe and efficient traffic flow.

Response: FedEx attempts to locate their facilities near interstates to help minimize traffic flow in neighborhoods. The intersection of Hesper Road and Gabel Road is in the process of being assessed due to this development. FedEx is prepared to contribute their share of money to pay for improvements at this low performing intersection. Hesper Road would be improved to a 39' wide street adjacent to the development.

5. **ISSUE:** *Obstacles to efficient and safe traffic flow.*

GOAL: A safe and efficient transportation system characterized by convenient connections and steady traffic flow.

OBJECTIVES:

- Identify obstacles to traffic flow.
- Remove or minimize impediments to traffic flow.
- Manage traffic demand.

Response: DOWL HKM will complete a traffic accessibility study (TAS) which will identify traffic obstacles such as poorly performing intersections. This report will make recommendations to remove or minimize traffic flow impediments. The report will also include recommendations for handling future traffic demand due to 200 additional employees.

9. **ISSUE:** The sidewalk system in the City needs upgrading; many sidewalks are cracked and broken, several critical sections are missing, and important sidewalk routes are not adequately maintained.

GOAL: Well-maintained network of safe and interconnected sidewalks.

OBJECTIVES:

- Improved public safety.
- Promote healthy lifestyle.
- Reduce traffic.

Response: FedEx would build a new sidewalk along Hesper Road fronting the development. If this sidewalk were connected to the Trans Tech sidewalk, employees could walk to the Windmill for lunch or dinner. Healthy walks along the path could become a routine for some employees. FedEx employees could walk east across Hesper Road to restaurants such as the Rib and Chop House. The new business would pay taxes to the City of Billings to help maintain their roadways.

Public Facilities and Services Element

1. **ISSUE:** *Residents are not adequately informed of County and City projects.*

GOAL: An effective public notification system.

OBJECTIVES:

- Enhance public involvement.
- Provide timely and accurate public notification.
- Increase contact with news media.

Response: FedEx is proud of their brand and the facilities they construct and operate. The zone change public meeting was informative, forthright, and the neighbor's comments and requests will be taken seriously. Possibilities for public involvement include working with the Trans Tech committee. There has been one article in the Billings Gazette summarizing the project and there could be more in the future.

4. **ISSUE:** *There are safety and functionality issues with City streets.*

GOAL: Safe, functional, and attractive streets for all users, including drivers, bicyclists, and pedestrians.

OBJECTIVES:

- Enhance public safety on the street.
- Reduce traffic accidents and congestion.

Response: DOWL HKM will soon complete the TAS which will analyze the intersections that would be impacted by this development. Gabel and Hesper and Gabel and Zoo will be scrutinized for potential improvements. FedEx has agreed to contribute their share of costs for intersection improvement that would enhance public safety and reduce congestion in these intersections. Improving Hesper Road with pavement widening and a sidewalk will also provide public safety on the street.

5. **ISSUE:** *Funding for community facilities and infrastructure is very limited.*

GOAL: Equitable collection and distribution of funding for public services and facilities.

OBJECTIVES:

- Ensure users pay fair share for public services and facilities.
- Ensure facilities and services are maintained in existing neighborhoods as new neighborhoods are added.
- Explore new sources of funding as appropriate.

Response: FedEx would pay for the extension of the sanitary sewer, water, and storm drain fronting their development. They would also pay for improving Hesper Road with curb and gutter, sidewalk, and widening the asphalt from 24 feet to 39 feet.

Community Health Element

3. ISSUE: *Some roadways are not designed to accommodate pedestrians and therefore create inconvenient and unsafe conditions.*

GOAL: Safe roadways supportive of vehicles, bicycles, and pedestrians.

OBJECTIVES:

- Reduce traffic conflicts among multiple user groups.
- Support and encourage walking and bicycling for exercise and transportation.
- Provide safe walking routes to schools.
- Reduce vehicle carbon emissions.

Response: FedEx would be required to construct a sidewalk along Hesper Road fronting their development. If connected to Trans Tech's park path, this could promote walking and bicycling for exercise and transportation. FedEx prefers to be located near I-90 for short trips to the freeway helping to reduce vehicle carbon emissions.

Concept Site Plan





KENNETH D. PETERSON

ATTORNEY AT LAW

424 48th Street West • BILLINGS, MONTANA 59106 • PHONE: (406) 534-2376 • (406) 591-2608 (Cell) • Email kenneth59@bresnan.net

4 February 2013

**MEMBERS OF THE ZONING COMMISSION and
CITY COUNTY STAFF**

In re: Proposed Zone Change 907

Dear Commission and Staff:

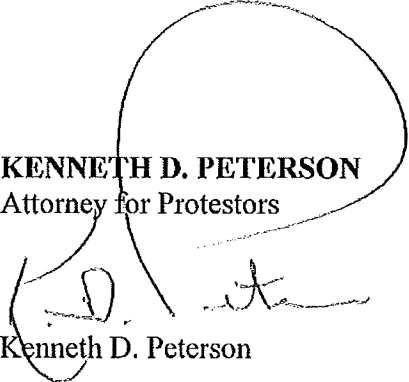
Enclosed herewith is the original of a protest to the above Zone Change. We request that the staff prior to the Commission hearing distribute to each commissioner the protest document which includes a discussion of the ten(10) statutory points to be considered in each zone change.

We believe that the protest is sufficient to trigger the requirement that the City Council in considering the proposed zone change must approve it by 2/3rds vote of all Council members present and voting.

Also, please provide the original of the protest to the City Council together with individual copies to each Councilmember and the Mayor.

Thank you.

KENNETH D. PETERSON
Attorney for Protestors




Kenneth D. Peterson

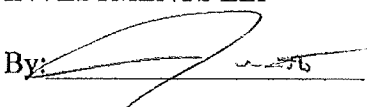
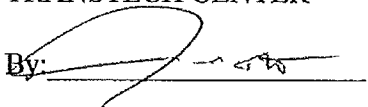
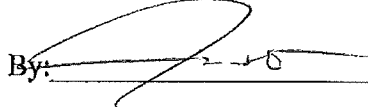
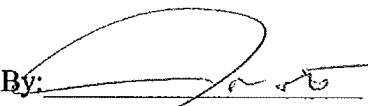
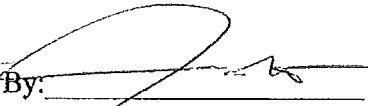
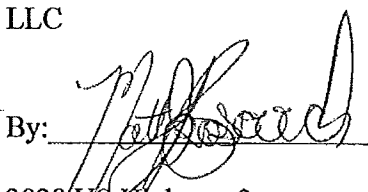
KDP/nc

- - - PROTEST - - -

**PROPOSED ZONE CHANGE 907 FOR THE FED EX REGIONAL
GROUND FACILITY
COS 2587 and COS 3329**

This document is a protest against zone change 907 as proposed to the City of Billings. All properties, lots and units, within 150 feet of the exterior boundary of the property proposed to be zoned are identified below. Those owners protesting pursuant to MCA § 76-2-305 have signed this protest. Attached to this protest document is a document detailing, discussing and critiquing the 10 criteria that must be addressed in every zoning proposal. The criteria are addressed 1 thorough 10. A close analysis and critique of the 10 criteria demonstrates clearly that this proposed zone change is not appropriate for the proposed use or in the best interest of the City of Billings and the established owners in the protest area and beyond.

<p>C.O.S. 2560, Parcel 3</p> <p>LONG FAMILY LIMITED PARTNERSHIP</p> <p>By: _____ David Orbe 730 Bluegrass Pl Billings, MT 59106-4533</p>	<p>Shiloh Crossing Sub Amd, Block 1, Lot 3A</p> <p>SCHEELS ALL SPORTS, INC.</p> <p>By: _____ 4550 15th Ave. So Fargo, ND 58103-8959</p>	<p>S14, T01, R25E, C.O.S. 866, 17.697 Acres (02)</p> <p>SHILOH POND, LLC.</p> <p>By: _____ 2280 Grant Rd Billings, MT 59102-6696</p>
<p>C.O.S. 3329 Parcel 6, (08)</p> <p>BILLINGS BENCH WATER ASS'N</p> <p>By: _____ P.O. Box 50150 Billings, MT 59105-0150</p>	<p>Tr 1 C.O.S. 762 Amend</p> <p>_____</p> <p>Edwin N. Dinkle</p> <p>_____</p> <p>Ronald P. Dinkle 2520 Magnolia Pl Billings, MT 59102-1611</p>	<p>TRANSTECH CENTER, UNIT 16, 2.19% COMMON AREA INTEREST, LOC @ LT 1 BLK 1 TRANSTECH CTR SUB ACE TRANSTECH LLC</p> <p>By:  _____ P.O. Box 20039 Billings, MT 59104</p>

<p>TRANSTECH CENTER, UNIT 17, 8.72% COMMON AREA INTEREST, LOC @ LT 1 BLK 1 TRANSTECH CTR SUB BOTTRELL FAMILY INVESTMENTS LLP</p> <p>By: </p> <p>P. O. Box 80284 Billings, MT 59108-0284</p>	<p>TRANSTECH CENTER, MASTER CARD , LOC @ LT 1 BLK 1 TRANSTECH CTR SUB BOTTRELL FAMILY INVESTMENTS LLP TRANSTECH CENTER</p> <p>By: </p> <p>P. O. Box 80284 Billings, MT 59108-0284</p>	<p>GABEL SUBD 2ND FILING AMD. BLOCK 1, LOT 11A1</p> <p>BOTTRELL FAMILY INVESTMENTS LLP</p> <p>By: </p> <p>P. O. Box 80284 Billings, MT 59108-0284</p>
<p>GABEL SUBD 2ND FILING AMD. BLOCK 1, LOT 1A1</p> <p>BOTTRELL FAMILY INVESTMENTS LLP</p> <p>By: </p> <p>P. O. Box 80284 Billings, MT 59108-0284</p>	<p>GABEL SUBD 2ND FILING AMD. BLOCK 1, LOT 2A</p> <p>BOTTRELL FAMILY INVESTMENTS LLP</p> <p>By: </p> <p>P. O. Box 80284 Billings, MT 59108-0284</p>	<p>BROSO VALLEY PARK SUB, BLOCK 2 LOT 7</p> <p>SHILOH ENTERPRISES LLC</p> <p>By: </p> <p>3028 US Highway 3 Billings, MT 59106-9643</p>
<p>C.O.S. 3077, PARCEL 1B1B1, AMD</p> <p>JAMES R. REGER & DEBORAH C (2/3)</p> <hr/> <p>James R. Reger</p> <hr/> <p>Deborah C. Reger</p> <p>REGER, JAMES W. TRUST (1/3)</p> <p>By: _____</p> <p>P.O. box 1782 Billings, MT 59103-1782</p>	<p>C.O.S. 3077, PARCEL 1A1A1, AMD</p> <p>JAMES R. REGER & DEBORAH C</p> <hr/> <p>James R. Reger</p> <hr/> <p>Deborah C. Reger</p> <p>P.O. box 1782 Billings, MT 59103-1782</p>	<p>WALTER DAN ACRES, BLOCK 1, LOT 6</p> <hr/> <p>Kevin Unruh</p> <hr/> <p>Debbie Unruh</p> <p>3929 Hesper Rd Billings, MT 59102-6713</p>

<p>C.O.S. 3329, Parcel 2, Less 9505' For Hwy</p> <p>YELLOWSTONE BAPTIST COLLEGE, INC.</p> <p>By: _____</p> <p>1515 S Shiloh Rd Billings, MT 59106-3303</p>	<p>C.O.S. 640, Amnd (Less Temple Estates & Tr 2, Less 4628' For Hwy</p> <p>YELLOWSTONE BAPTIST COLLEGE, INC.</p> <p>By: _____</p> <p>1515 S Shiloh Rd Billings, MT 59106-3303</p>	<p>TEMPLE ESTATES SUBD, BLOCK 1, LOT 6</p> <hr/> <p>Debra J. Hardy</p> <p>3903 Temple Pl Billings, MT 59102-7306</p>
<p>TEMPLE ESTATES SUBD, BLOCK 1, LOT 5</p> <hr/> <p>Ross R. Racine</p> <hr/> <p>Joyce Racine</p> <p>3909 Temple Pl Billings, MT 59102-7306</p>	<p>TEMPLE ESTATES SUBD, BLOCK 1, LOT 4</p> <hr/> <p>Roy E. Merriman</p> <p>3917 Temple Pl Billings, MT 59102-7309</p>	<p>TEMPLE ESTATES SUBD, BLOCK 1, LOT 3</p> <hr/> <p>Thomas W. Bell</p> <hr/> <p>Pamela J. Bell</p> <p>3925 Temple Pl Billings, MT 59102-7306</p>
<p>TEMPLE ESTATES SUBD, BLOCK 1, LOT 2B</p> <hr/> <p><i>Dorothy Barth</i> Dorothy Barth</p> <p>2212 Dallas Dr Billings, MT 59102-5726</p>	<p>TEMPLE ESTATES SUBD, BLOCK 1, LOT 2A</p> <hr/> <p><i>Harold M. Barth</i> Harold M. Barth</p> <hr/> <p><i>Debra A. Barth</i> Debra A. Barth</p> <p>3945 Estate Pl Billings, MT 59102-7304</p>	<p>TEMPLE ESTATES SUBD, BLOCK 1, LOT 1D1</p> <hr/> <p>Kevin L. Ring</p> <p>3949 Estate Pl Billings, MT 59102-7304</p>

S14, T01 S, R25E, C.O.S.
3329, Parcel 3

MONTANA
DEPARTMENT OF
TRANSPORTATION

By: _____

P. O. Box 201001
Helena, MT 59620

ZONE CHANGE FOR PROPOSED FEDEX PROJECT

DETAILS OF THE STATUTORY 10-POINTS FOR ZONING CONSIDERATION:

1. **WHETHER THE NEW ZONING IS DESIGNED IN ACCORDANCE
WITH THE GROWTH POLICY:**

a. Land Use Element

- i. Not consistent with neighborhood character. The character of the neighborhood was made possible by SID 1360 and by private contract to meet the substantial development requirements imposed by the City. Without the SID and private contacts the proposed new development is not possible. The City owes great consideration and deference to the concerns of the existing neighborhoods whose efforts now make development of adjacent lands possible.
- ii. Incompatible use with Transtech Center and Broso Valley Park Subdivision.
- iii. Not sensitive to character of adjacent neighborhoods.
- iv. Does not reduce conflicts with neighbors.
- v. Transtech Center Subdivision, Gabel Subdivision Second Filing, Shiloh Crossing Subdivision, and Broso Valley Park Subdivision are all Controlled Industrial Zone. They have created their high level neighborhoods within the zone classification by adding well thought out covenants and restrictions governing the lot development. These restrictions cover land use, building design, site design, lighting, landscaping, signage and other items specific to their particular vision for their project. Subsequently, substantial value has been added to the properties that are following these design guidelines.
- vi. The South Shiloh Corridor Overlay District was created to provide

standards for development along Shiloh Road as called for in the West Billings Plan. This overlay boundary is 500 feet from the centerline either side of Shiloh Road, or, if the parcel falls within the boundaries of the district, then the entire parcel will be subject to the regulations.

- vii. The project should not be allowed to finesse the boundaries to avoid the Ordinance imposing the Shiloh overlay requirements. The proposed project is totally inconsistent with the purpose of the Shiloh overlay as described in City Code 27-1428.
- b. Economic Development Element
 - i. Quality of neighborhoods should be preserved
 - ii. Preserve neighborhood character, amenities and aesthetics.
- c. Transportation Element – This element has been almost totally missed.
 - i. Traffic control stretched now – not adequate to handle added employee and truck traffic
 - ii. Need substantial upgrades to Hesper Road, Gabel Road, and Zoo Drive up to and including Shiloh Interchange lanes to accommodate newly added truck traffic. Intersections at Gabel and Hesper, and Gabel and Zoo need upgrades.
 - iii. A realistic traffic study with recommendations to minimize impacts of this facility is necessary with realistic dollars to provide for upgrades.
 - iv. Existing owners and developers have spent considerable dollars constructing the water, sewer, storm drain, and streets that exist in the area today. The new development needs to pay the costs to upgrade the infrastructure to mitigate their impacts. The subject property has not participated in any of the improvement costs to date.
 - v. The new project needs to remove or minimize any impediments to traffic flow caused by the added traffic.
- d. Public Facilities and Services Element
 - i. Any proposed new project must bear the cost to maintain acceptable levels of service in existing City neighborhoods.

- ii. Existing streets are not functioning adequately with current traffic. Gabel Road needs to be widened to full width between Hesper Road and Zoo Drive and will need at least two left turn lanes to access the interchange.
- iii. New Developers need to pay their fair share of costs to take infrastructure to the next, higher level of service. Existing neighbors have paid substantial costs to get water, sewer, storm drain, and streets to where they are today to even allow this new development to occur.
- e. Community Health Element
 - i. Need roadways designed to accommodate vehicles, bicycles, and pedestrians. Trucking terminal traffic not compatible with multi-use path now in place along Gabel Road and planned to be extended on to the Zoo.
 - ii. With Southwest prevailing winds need to reduce vehicle carbon emissions which will be difficult with large truck parking and transfer facility as proposed alongside the existing multi-use path.

2. **WHETHER THE NEW ZONING IS DESIGNED TO SECURE FROM FIRE AND OTHER DANGERS:**

- a. Will be served by City services.

3. **WHETHER THE NEW ZONING WILL PROMOTE PUBLIC HEALTH, PUBLIC SAFETY, AND GENERAL WELFARE:**

- a. Air quality concerns
- b. Adequacy of streets for additional truck traffic is a concern.
- c. Inconsistent with Shiloh overlay purposes.

4. **WHETHER THE NEW ZONING WILL FACILITATE THE ADEQUATE PROVISION OF TRANSPORTATION, WATER, SEWAGE, SCHOOLS, PARKS, AND OTHER PUBLIC REQUIREMENTS:**

- a. Will be on City services
- b. Streets and intersections are already at a poor level of service at peak hours.
- c. New impacts will cause upgrades to be necessary. These costs should be

the responsibility of the new developer since this property hasn't paid any part of the substantial investment the neighbors have made installing the existing improvements.

5. **WHETHER THE NEW ZONING WILL PROVIDE ADEQUATE LIGHT AND AIR:**

- a. Concern is for air quality degradation with the prevailing southwest winds and the proximity of the office buildings and the Advanced Care Hospital.

6. **WHETHER THE NEW ZONING WILL EFFECT MOTORIZED AND NON-MOTORIZED TRANSPORTATION:**

- a. Traffic on Gabel Road and Zoo Drive has steadily increased over the years. The intersections of Gabel and Hesper, and Gabel and Zoo both operate poorly now at peak hours.
- b. The subdivision traffic studies for Gabel Subdivision, Second Filing and Broso Valley Park Subdivision both identify the future need for a signal at the intersection of Gabel and Hesper. The added truck traffic to and from the new terminal will require this signal to be installed.
- c. Lack of new traffic control at this intersection will disrupt normal flow of traffic for a wide area of existing commercial businesses and other southwest Billings traffic that uses Gabel Road to access the Shiloh Interchange.
- d. The existing traffic studies project dual left hand turn lanes for southbound Gabel Road traffic turning left onto Zoo Drive. At peak hours with the current level of development, traffic backs up on Gabel Road from Zoo Drive all the way north to Hesper Road while waiting for several signal cycles. To install dual left turn lanes, Gabel Road should be widened to fit its full design width from Hesper to Zoo Drive. This wasn't done in SID 1360 since the adjacent property owner refused to participate in the cost of the project. On Zoo Drive, the current lane configuration cannot receive two lanes of traffic turning left from Gabel Road. The lanes on Zoo Drive up and over the Shiloh Interchange will need to be redesigned and constructed to receive the additional traffic. The existing signals at Zoo Drive and Gabel Road will also need to be

upgraded to fit the new lanes.

- e. The Heritage Trail Plan for the City shows the multiuse path running through Transtech Center along Gabel Road south to Zoo Drive, across Zoo Drive, then west to the zoo. Transtech Center built the path from South 32nd Street West, through the subdivision along the Hogan Slough, then South to Hesper Road along the west side of Gabel Road. Concern exists that the proximity of this trail to the proposed truck terminal will compromise the purpose and use of the trail by the public.

7. **WHETHER THE NEW ZONING WILL PROMOTE COMPATIBLE URBAN GROWTH:**

- a. From a Community Planning perspective, this truck terminal is proposed in the wrong place. This type of use is best located along the South Frontage Road south of I90. It is known that the developer looked at locating the project in that area. The project needs City water and sewer and no property of an adequate size in that area is currently served by City services. The reason the project is targeting the current location is simply because the parcel is of adequate size and can be annexed and served by City services. This is not a good reason or basis on which to determine appropriate land use.
- b. Effort should be made by the City and local economic development advocates to explore funding alternatives to extend City services into the South Frontage Road area and encourage those types of heavier commercial uses to locate there.

8. **WHETHER THE NEW ZONING CONSIDERS THE CHARACTER OF THE DISTRICT AND THE PECULIAR SUITABILITY OF THE PROPERTY FOR PARTICULAR USES:**

- a. The neighboring properties of Transtech Center, Shiloh Crossing, and Broso Valley Park are in Controlled Industrial zone classification but are all subject to comprehensive building guidelines through the covenants and restrictions filed on each development. The result is a higher level of development with special attention to restricted uses, building design, materials, colors, lighting, landscaping, signage, etc. This has established a “character” for this area that needs to be preserved.

- b. The proposed project is not an attractive land use and it not subject to any equivalent design guidelines. There also appears to be a property line adjustment proposed that would allow the project to avoid the Shiloh Overlay District requirements.
- c. Again, this project should be in a more appropriate alternate location such as along the South Frontage Road.

9. **WHETHER THE NEW ZONING WILL CONSERVE THE VALUE OF BUILDINGS:**

- a. Since the site and buildings are not subject to any design guidelines or restrictions, the value of construction will not be equivalent to the neighboring developments. This will result in an overall impact on the relative values in the area.
- b. There is a stark difference in the purpose of the buildings serving a trucking terminal versus professional office buildings. This vast difference in use across a contiguous property line will also have an impact on neighborhood values and will affect future lot sales.

10. **WHETHER THE NEW ZONING WILL ENCOURAGE THE MOST APPROPRIATE USE OF LAND THROUGHOUT THE CITY OF BILLINGS**

- a. Controlled Industrial zoning can be used to locate and develop quality projects in Billings. Transtech Center, Shiloh Crossing, and Broso Valley Park are prime examples of this. What is needed to do this are restricted uses and comprehensive covenants and design guidelines. This project doesn't fit these guidelines and the use is not appropriate for the neighborhood.
- b. There are properties in Billings where this project could be located. Effort should be coordinated among all parties to find a more suitable site for this development.

- - - PROTEST - - -

**PROPOSED ZONE CHANGE 907 FOR THE FED EX REGIONAL
GROUND FACILITY
COS 2587 and COS 3329**

The undersigned protest proposed zone change 907 as proposed to the City of Billings. They are persons or businesses that will be adversely affected by the building and operating the FED EX Regional ground facility on the real property proposed to be annexed and zoned. The document attached hereto is a document detailing, discussing and critiquing the 10 criteria that must be addressed in every zoning proposal. The criteria are addressed 1 thorough 10. A close analysis and critique of the 10 criteria demonstrates clearly that this proposed zone change is not appropriate for the proposed use or in the best interest of the City of Billings and those persons and businesses that will be affected by the operation of the facility.

<i>Richard McComish</i> <i>Richard McComish</i>	<i>3521 Gabel Road</i>	<i>Electrical Consultants, Inc.</i>
Name	Address	Representing
<i>Chris Jeanner</i>	<i>3553 Gabel Rd.</i>	<i>Bobcat Land Holdings, LLC</i>
Name	Address	Representing
<i>Brian Fennem</i>	<i>3533 Gabel Rd</i>	<i>Bobcat Land Holdings, LLC</i>
Name	Address	Representing
<i>Angie Athinson</i>	<i>3533 Gabel Rd</i>	<i>Bobcat Land Holdings</i>
Name	Address	Representing
<i>Paul Athinson</i>	<i>3533 Gabel Rd</i>	<i>Bobcat Land Holdings</i>
Name	Address	Representing
<i>Dave</i>	<i>1345 Discovery Dr.</i>	<i>Wyo-Ben, Inc.</i>
Name	Address	Representing
<i>Ar Range</i>	<i>3470 GABEL</i>	<i>PARSEC DATA MGMT</i>
Name	Address	Representing
<i>Therese</i>	<i>1321 Discovery Dr.</i>	<i>Stillwater Mining</i>
Name	Address	Representing
<i>John F. Decker</i>	<i>3545 Hesper Rd.</i>	<i>Briggs Dist. Company, Inc.</i>
Name	Address	Representing
Name	Address	Representing

Petition to Protest

Owner: Shiloh Enterprises llc, Principals (Matt Brosovich, Jake Brosovich, Carol Brosovich, Brittany Doucette). Owner of Bighorn Resort and Conference Center

Legal Address: Block 2 Lots 7 & 8 of Broso Valley Park. Tax ID A30704 & A30705.
Owner of Broso Valley Park Subdivision.

This letter is being submitted as a formal document of protest to the potential development of a Federal Express distribution facility located at the northwest corner of Hesper and Gabel Road. In reviewing the zoning policies we a number of the criteria were not met adequately to consider the annexation and construction of this facility. Those criteria and our corresponding disputes are laid out in as followed.

1. Whether the new zoning will promote public health, public safety and general welfare;

It is our belief that this facility would have noticeable impact on the air quality of the area. It is also relevant to add that 4 hotels (2 constructed 2 under construction), a restaurant, an assisted living facility, and outpatient surgical center and U.S. VA medical and outpatient facility, and a soon to be built office building would have their air quality significantly impacted. They all lie within a south easterly direction of this facility. By our count this facility is capable of handling in excess of 150 short and long haul trucks and trailers. This would be especially apparent in the winter months where temperature inversions would keep the air low to the ground. That kind of concentration of exhaust gasses would no doubt have a questionable if not negative impact on public health and general welfare.

2. Whether the new zoning will effect motorized and non-motorized transportation;

Hesper road is not designed to handle this sort of heavy traffic. The transportation plan for this development relies on Gabel Road, Zoo Drive and Shiloh Road. The owner of the large tracts of land north of Gabel Road refused to participate in SID 1360. As part of the original transportation plan, Gabel Road was designed to be five lanes (4 driving lanes plus 1 turn lane). The aforementioned owner's portion of Gabel is not currently constructed to the capacity that it was originally designed. In order to properly to handle this sort of heavy traffic the owner would have to construct the remaining two lanes in its entirety. The Gabel Road and Zoo Drive intersection has heavy traffic congestion in the morning and afternoon. In addition the Gabel Road and Zoo Drive intersection continue to have a high accident rates many of which are associated with deaths. Increasing this current bottleneck with numerous short and long haul tractor trailers will no doubt increase the already dangerous situation that exists currently. Gabel road would have to be improved to a minimum of the original engineering design of SID 1360 before this transportation corridor would meet these type of traffic standards.

3. Whether the new zoning will promote compatible urban growth.

We were approached by city officials back in approximately 2004. The goal was to develop an overlay district for the Shiloh Interchange. The goal was to protect the interchange and corresponding arterial corridors from heavy industrial development and metal structures. A super majority of the land owners agreed and adopted these detailed construction and landscaping design criteria. That became commonly known as the South Shiloh Overlay District. The goal was to make for an attractive entryway corridor. That original overlay district corridor protects the 300 feet adjacent to Shiloh Road and Zoo Drive. However that basic design criteria was adopted by the surrounding commercial developers. As a result numerous office, medical and hospitality groups have located to these developments. They were confident that the attractiveness of these developments were secured. This Fed Ex distribution center slams directly in the face of everyone who has been involved. There is little argument that the compatibility with surrounding development and proposed development is non-existent.

4. Whether the new zoning consider the character of the district and the peculiar suitability of the property for particular uses;

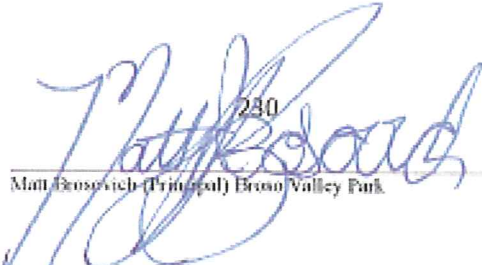
This is perhaps the most contentious issue on this zone change / annexation. The building and type of development being considered is the exact opposite of the type of new development surrounding this property. On the North of the property you have perhaps the largest retail project in the state of Montana. To the west you have an exquisitely designed and developed office technology development complex. There is one distribution facility. However, the construction and landscaping appearance of Briggs Distributing was done in a way as to hide the moderate truck traffic. To the south you have an office entryway and hospitality development. By 2013 there will be four hotels. They were attracted to this location because of its surrounding development and progress. This project makes absolutely no sense. There was little consideration for this project in this location.

5. Whether the new zoning will conserve the value of buildings.

There is little doubt developers and land purchasers, especially the hotels, located here because of the access to the interstate and the corresponding covenant controlled development on the surrounding properties. For that reason we secured hospitality groups from the three most prominent flags (International Hospitality Group, HILTON and Choice Hotels). In addition, two large medical facilities, a memory care clinic and office buildings. None of these owners would have considered these locations if they were aware of an industrial project of this size adjacent to their operations. The air quality, line of sight, the traffic and the overall industrial feel of this project stands opposite to a location that people seek out for entertainment and treatment. Obviously the look and feel of the properties would be hurt and no doubt detrimental to their business.

6. Whether the new zoning will encourage the most appropriate use of land throughout the City of Billings.

We would argue to the end that the City of Billings came to us to implement a South Shiloh Overlay district in order to fend off development like this project in this entryway corridor. Not only do we believe there was a certain development focus in this area but so did the bureaucracy at one point. In fact the engineer for HKM representing Fed Ex on this project was also involved in that overlay district on behalf of the city. Obviously, putting this project in place sets up compatibility with other industrial development and ruins what we believe was the original purpose. The purpose was to encourage office, technology hospitality and retail development. The majority of the recent development has followed that chord. To change that focus now would open up the city up to what we would believe are legal challenges.

230
 12/18/2012
Matt Brusovich (Principal) Brown Valley Park

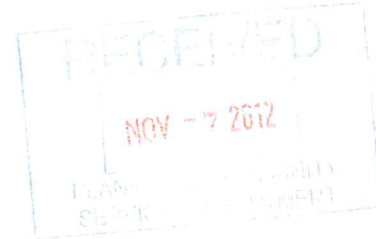


MONTANA'S MOST ADVANCED HIGH TECH BUSINESS PARK

P.O. Box 80743
Billings, Montana 59108
Phone (406) 652-7603
Cell (406) 698-2808
Fax (406) 652-8320
Email: jerry@transtechcenter.com

November 1, 2012

Nicole Cromwell
Zoning Coordinator
City of Billings
510 N. Broadway
Billings, MT 59101



Re: Position on proposals to re-zone Tracts 1 of C/S 3329 and C/S 2587

Dear Nicole.

The Owners Association of the Transtech Center Subdivision and Gabel Subdivision, Second Filing, have recently become aware, via a letter from Rick Selensky, DOWL HKM that proposals are being made to re-zone Tracts 1 of C/S 3329 and C/S 2587. These tracts of land are located immediately west of the Transtech Center.

In conjunction with the letter, we understand developers are proposing to build a large, forty acre, regional truck service facility for FedEx. We feel a development of this nature will bring extensive trucking activity into an area of Billings that has been developed primarily for retail and office uses.

We want to go on record as strenuously opposing the planned usage in this area of Billings. The Transtech Center owners association and many businesses located here have made considerable investments in establishing the Transtech Center as a high quality, high tech business park in a campus setting, a quality development that is second to none in a multi-state area. It is because of this type of development many very successful businesses have located here. In complementing this development, the Big Sky Economic Development Authority made significant efforts to locate General Electric and the Advanced Care Hospital of Montana in the Transtech Center, adding hundreds of quality jobs to the Billings economy.

Please note we are not opposed to FedEx locating this activity in the Billings area as we feel it will greatly benefit the local economy. We are also not opposed to the noted site being annexed into the City or, to the site being properly re-zoned from its current open agriculture status. We do feel however, that proper planning would not place a very large trucking maintenance facility immediately adjacent to a High Tech Business Park.

We request the City of Billings and the Planning and Community Services Department to take the appropriate steps necessary to discourage the development of such non-compatible uses within the area described above.

Sincerely

A handwritten signature in black ink, appearing to read "Jerry S. Thomas". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Jerry S. Thomas
Chair, Transtech Center Owners Association

Cc: Greg MacDonald, Land Owners Managing Partner
Rick Selensky, P.E., DOWL HKM

ORDINANCE NO. 13-_____

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

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

1. RECITALS. *Title 76, Chapter 2, Part 3, MCA, and Sections 27-302 and 27-1502, BMCC,* provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the ten (10) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the ten (10) criteria required by state law.
2. DESCRIPTION That 97.3 acre parcel described as Tract 1, C/S 2587 and Tract 1, C/S 3329 is presently zoned **Agriculture-Open Space (A-1)** and is shown on the official zoning maps within this zone.
3. ZONE AMENDMENT. The official zoning map is hereby amended and the zoning for **the above described parcels** is hereby changed from **Agriculture-Open Space (A-1) to Controlled Industrial (CI)** and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Controlled Industrial (CI)** as set out in the Billings, Montana City Code.
4. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.
5. EFFECTIVE DATE. This ordinance shall be effective from and after final passage and as provided by law.

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

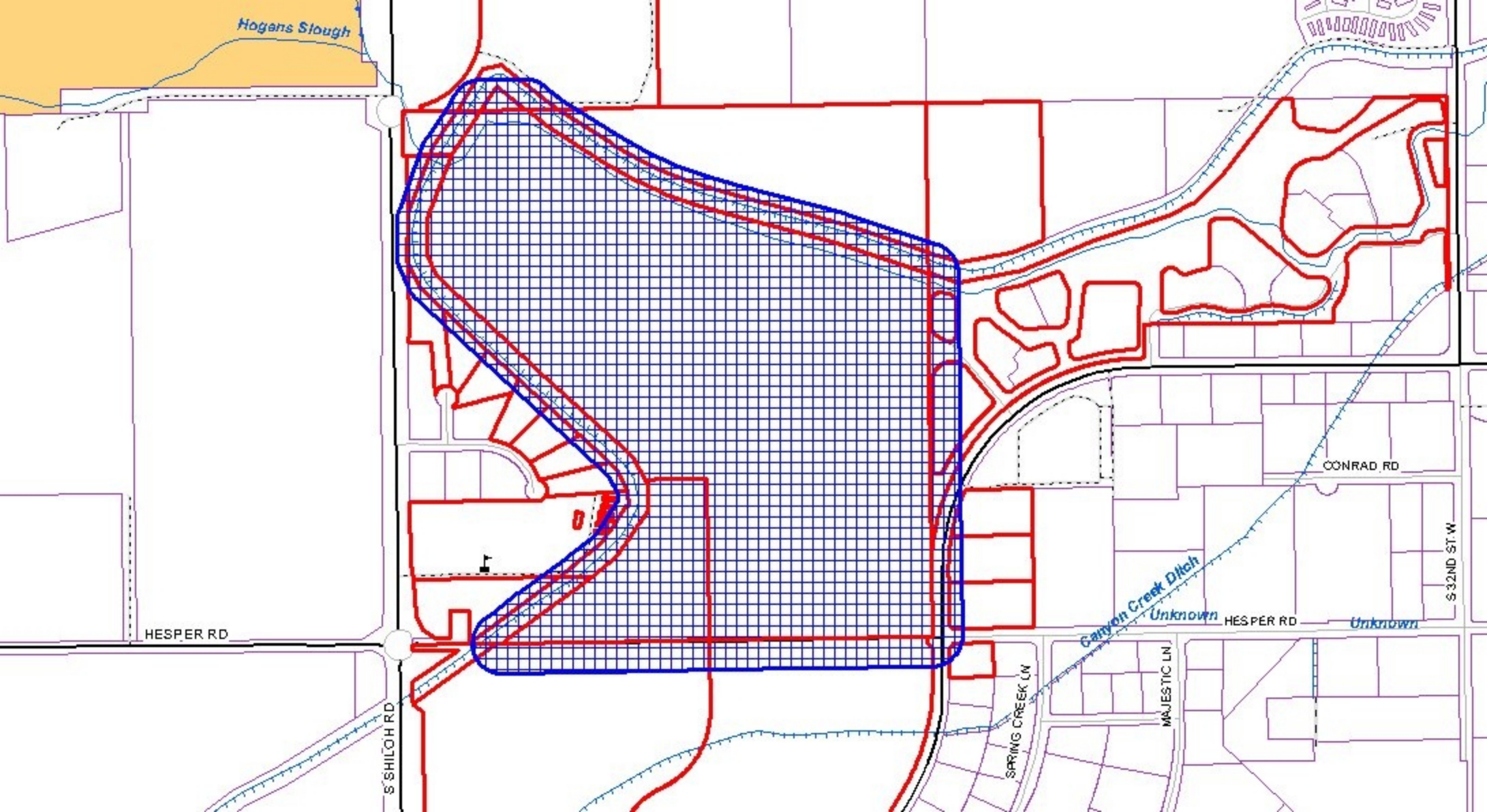
PASSED, ADOPTED AND APPROVED on second reading April 8, 2013.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, Mayor

ATTEST:

BY: Cari Martin, City Clerk
Zone Change #907 – 3815 Hesper Road, Tract 1, C/S 2587 and Tract 1, C/S 3329



Hogans Slough

HESPER RD

S SHILOH RD

CONRAD RD

Canyon Creek Ditch

Unknown

HESPER RD

Unknown

SPRING CREEK LN

MAJESTIC LN

S 32ND ST W

Property Owners within 150 feet
Zone Change #907

	TaxID	GEOCODE	Owner (Click on Owner Name for Tax Page)	Subdivision	Block	Lot	COS	Tract	Property Address	Protest filed? Y/N
1	D00610 (show)	3092614101010000	SHILOH POND LLC				866			
2	D00574A (show)	3092614201010000	BILLINGS BENCH WATER ASSOCIATION				2560	2	SHILOH RD	
3	A34025 (show)	3092614201330000	SCHEELS ALL SPORTS INC	SHILOH CROSSING SUB (09)	1	3A			1101 SHILOH CROSSING BLVD	
4	D00574B (show)	3092614201800000	LONG FAMILY LIMITED PARTNERSHIP				2560	3		
5	D00611 (show)	3092614301050000	YELLOWSTONE BAPTIST COLLEGE				640			
6	D00609A (show)	3092614301060000	B B W A DITCH RESERVE				2049	1		
7	C09428 (show)	3092614301130000	HARDY, DEBRA J	TEMPLE ESTATES SUBD	1	6			3903 TEMPLE PL	
8	C09427 (show)	3092614301140000	RACINE, ROSS R & JOYCE	TEMPLE ESTATES SUBD	1	5			3909 TEMPLE PL	
9	C09426 (show)	3092614301150000	MERRIMAN, ROY E	TEMPLE ESTATES SUBD	1	4			3917 TEMPLE PL	
10	C09425 (show)	3092614301160000	BELL, THOMAS W & PAMELA J	TEMPLE ESTATES SUBD	1	3			3925 TEMPLE PL	
11	C09423 (show)	3092614301180000	BARTH, DOROTHY	TEMPLE ESTATES SUBD	1	2B				Yes
12	C09422 (show)	3092614301190000	BARTH, HAROLD M & DEBRA A	TEMPLE ESTATES SUBD	1	2A			3945 ESTATE PL	Yes
13	C09421 (show)	3092614301200000	RING, KEVIN L	TEMPLE ESTATES SUBD	1	1D1			3949 ESTATE PL	
14	D00612 (show)	3092614301230000	MONTANA DEPARTMENT OF TRANSPORTATION				640	2		
15	D00609B (show)	3092614305110000	YELLOWSTONE BAPTIST COLLEGE, INC				3329	2	1525 S SHILOH RD	
16	D00609C (show)	3092614305210000	MONTANA DEPARTMENT OF TRANSPORTATION				3329	3	HESPER RD	
17	D00609D (show)	3092614305310000	BILLINGS BENCH WATER ASS'N				3329	4	HESPER RD	
18	D00609E (show)	3092614305410000	BILLINGS BENCH WATER ASS'N				3329	5	HESPER RD	
19	D00609F (show)	3092614305510000	BILLINGS BENCH WATER ASS'N				3329	6	HESPER RD	
20	A29204 (show)	3092614401040000	BOTTRELL FAMILY INVESTMENTS LP	GABEL SUBD 2ND FILING	1	2A				Yes
21	A29203 (show)	3092614401260000	BOTTRELL FAMILY INVESTMENTS LLP	GABEL SUBD 2ND FILING	1	1A1			3576 GABEL RD	Yes
22	A29209 (show)	3092614425010000	BOTTRELL FAMILY INVESTMENTS LP	GABEL SUBD 2ND FILING	1	11A1			3554 GABEL RD	Yes
23	D00608 (show)	3092614490010000	DINKEL, RONALD P &				762	1		
24	A30704 (show)	3092623104300000	SHILOH ENTERPRISES LLC	BROSO VALLEY PARK SUB	2	7			3602 GABEL RD	Yes
25	D12486 (show)	3092623290010000	REGER, JAMES R & DEBORAH C				3077	1A1A1	ZOO DR	
26	D12710 (show)	3092623290050000	REGER, JAMES R & DEBORAH C (2/3) &				3077	1B1B1	ZOO DR	
27	D00841A (show)	3092623299010000	BILLINGS BENCH WATER ASSOCIATION						SHILOH RD	
28	A30059M (show)	3092614483017000	BOTTRELL FAMILY INVESTMENTS LLP	TRANSTECH CENTER	1	1				Yes
29	A30059P (show)	3092614483017010	ACE TRANSTECH LLC	TRANSTECH CENTER					1321 DISCOVERY DR	Yes
30	A30059Q (show)	3092614483017010	BOTTRELL FAMILY INVESTMENTS LLP	TRANSTECH CENTER					1336 DISCOVERY DR	Yes

30 Separate Owned parcels within 150 feet = 8 parcels must protest to trigger valid protest vote requirement by City Council

Regular City Council Meeting

Meeting Date: 03/25/2013

TITLE: Centennial Park Lease-Notice of Default

PRESENTED BY: Brent Brooks

Department: Legal

Information

PROBLEM/ISSUE STATEMENT

During the March 4, 2013, work session, the Council discussed the status of the lease of a portion of Centennial Park between the City and Billings Community Youth Foundation, Inc. (BCFYI). At the conclusion of the discussion, staff recommended that the Council proceed with a Notice of Default letter to BCFYI. Council approved this recommendation and requested that the proposed Notice of Default be placed on a near future Council agenda for review and approval. Attachment A is a draft Notice of Default for Mayor and Council review. Attachment B is the current Lease between the City and BCFYI.

ALTERNATIVES ANALYZED

The Council may approve, disapprove or amend the Notice of Default.

FINANCIAL IMPACT

Other than the nominal Ten Dollars (\$10.00) annual lease payment due to the City from BCFYI, there is no other financial impact to the City.

RECOMMENDATION

Staff recommends that the attached Notice of Default be approved and sent via U.S. mail, Certified Return Receipt.

APPROVED BY CITY ADMINISTRATOR

Attachments

Letter to BCYFI

Lease

March 25, 2013

Leslie Albright, President
Billings Community Youth Foundation Inc.
2933 Stinson Avenue
Billings, MT 59102Billings, MT

Re: Assignment of Centennial Park Lease Dated June 23, 2003

Dear Ms. Albright:

The above-captioned lease Assignment to Billings Community Youth Foundation, Inc. (BCYFI) from Billings Amateur Hockey league was approved by the Billings City Council on June 23, 2003. The lease was intended to facilitate and assist in the funding and construction of an indoor hockey arena in the southeast corner of Centennial Park in west Billings. The executed original lease and subsequent assignment are both enclosed for your review and labeled as Exhibits 1 and 2.

Under the terms of the lease assumed by BCYFI, the group was required to do the following:

- (1) Pay a nominal annual rent of \$10 per year (Section 4 of the lease),
- (2) Keep the City Council informed of its fundraising status through periodic reports (Section 5 of the lease),
- (3) Make reasonable efforts to develop the facility contemplated in the lease (Section 5),and
- (4) Provide proof of annual liability insurance covering the leased area naming the City of Billings as an additional insured. (Section 14).

Since the assignment was approved in June 2003, there is no record with the City Clerk or Parks, Recreation and Public Lands (PRPL) department indicating full compliance with any of these four provisions noted above. This brief letter and enclosures serve as formal notice that the Mayor and City Council are advising BCFYI that it is in default of the lease terms and has sixty (60) calendar days to bring itself into compliance with all provisions of the lease. BCYFI must include documented proof that the above four items have been complied with over the past ten (10) years since BCFYI assumed this lease and are current as of the date of this Notice. If proof of compliance by BCYFI is not provided by the end of sixty (60) calendar days beginning the date this letter was received Certified Return Receipt, then the City intends to terminate the lease and take possession of the applicable portion of Centennial Park as provided in Section 10 of the lease.

Please direct all future inquiries and questions about this matter to:

Thomas W. Hanel, Mayor
City of Billings
P.O. Box 1178
Billings, MT 59103

Very truly yours,

Thomas W. Hanel, Mayor

Enclosures

Cc:

City Council
Tina Volek, City Administrator
Mike Whitaker, Director, PRPL
Rick DeVore, Chair, Parks, Recreation and Cemetery Board
Brent Brooks, City Attorney

LEASE

This Lease Agreement is entered into this 8th day of May, 2000 by and between THE CITY OF BILLINGS, a Montana Municipal Corporation, by and through its duly constituted Park and Recreation Department, of Billings, Montana (the "City"), and THE BILLINGS AMATEUR HOCKEY LEAGUE, a non-profit corporation, of P.O. Box 21562, Billings, MT, 59104 (the "Association").

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. The City hereby leases to the Association, and the Association hereby leases from the City, the parcel of unimproved land consisting of approximately 8 acres, located on 32nd Street West and St. John's Avenue, in Billings, Montana, and more particularly described in the attached Exhibit A, which Lease shall be pursuant to the terms and conditions set forth herein (the "Premises"). The Association accepts the Premises in their "as is" condition.
2. The initial term of this Lease shall be for a period of 10 years commencing on the date hereof and ending on the 10th anniversary date of the commencement date.
3. Assuming that the Association is not, at the time of the exercise of its option, in breach of the terms of this Lease, the Association shall have successive options to extend this Lease for additional 10 year periods, on the same terms and conditions, which options shall be deemed to have been exercised by Association unless Association notifies City of its intent to terminate this Lease at the end of a term.
4. Rent during the term of this Lease shall be at a nominal rate of \$10 per year, payable in advance on the first day of each year of this Lease.
5. The Association intends to develop on the Premises a facility, which will include an indoor hockey arena, but which may, at the discretion of the Association, include other recreational uses and supporting uses such as a concession and retail store (the "Facility"). The Association is highly confident that it will over a period of time be able to raise sufficient funds to construct the Facility. The precise time frame for the raising of funds and the development of the facility is not known. Once funding is secured, the Association shall open up the Master Plan for Centennial Park for Public review and comment regarding the location and design of the Hockey Arena. The Association shall keep the City informed of its efforts and shall provide periodic progress reports to the City. The Association shall be deemed to be in compliance with this provision so long as the Association is making reasonable efforts to develop the Facility.



6. All costs associated with the development and construction of the Facility shall be borne by the Association. The City may provide in its budget such financial or other support as is consistent with its Charter and budgetary constraints. The Facility shall be constructed in compliance with all applicable city, and state building requirements. In addition, the Association shall be responsible for the payment of:
 - a. all taxes, if any, on the Premises or the Facility during the term of this Lease;
 - b. all utilities servicing the Premises or the Facility. The City shall, at no additional charge, turn on the irrigation lines to the Premises each year by May 1st and shall drain and disconnect the lines during the fall of each year;
 - c. all costs associated with the maintenance and repair of the Facility.
7. Notwithstanding the terms of the preceding section, the City shall maintain the Premises consistent with the maintenance practices in effect from time to time, pertaining to City parks.
8. Upon construction, the operation of the Facility shall be subject to the exclusive control of the Association. Moreover, the Facility shall not be used in any manner which would discriminate against any person on the basis of sex, marital status, age, physical or mental handicap, race, creed religion, color or national origin.
9. The City shall have the right to schedule events at the Facility, upon not less than 30 days' written request, but shall be obligated to pay the standard fee imposed by the Association for use of the Facility, and the Association agrees to cooperate with the City in scheduling such events. The Association may reject the City's request based on prior commitments or extraordinary circumstances, and the reasons for the rejection shall be set forth in writing.
10. In the event the Association should default in the performance of any covenant or condition of this Lease (including the payment of any rental installment due hereunder) and such default is not cured or removed within sixty (60) days after service of written notice of default upon the Association, then in any such events, the City shall have the right and option to terminate this Lease, to re-enter the leased premises, to evict the Association and to remove the Association's possessions, all without being deemed guilty of any trespass, and without prejudice to any claim by the City for damages for breach of covenant or for arrears of rent. Upon termination of this Lease, the Facility shall revert to and become the property of the City.

11. In the event either party resorts to judicial proceedings to enforce any rights under this Lease or to obtain relief for the breach of any covenants hereof, the party ultimately prevailing in such proceedings shall be entitled to recover from the defaulting party the costs of such proceedings, including reasonable attorneys' fees.
12. The Association shall permit the City, or the City's duly authorized agents, employees or representatives to enter upon the Premises at all reasonable times for the purpose of inspecting the same.
13. The Association hereby indemnifies and agrees to hold the City harmless from and against any and all actions, claims, losses, judgments, payments, recoveries and demands arising out of the use, occupancy, or non-use of the Premises as herein provided, including, but without limitation on the foregoing, any carelessness, negligence, improper conduct or breach of this Lease, by the Association or its agents, employees, patrons, suppliers or licensees, and any costs, expenses and fees, including attorneys' fees, incurred by the City incident thereto. Notwithstanding the foregoing, the Association shall indemnify and save the City harmless from any such action, claim or demand arising out of the City's failure to perform its obligations under this Lease.
14. To further protect the City and ensure compliance by the Association with the foregoing provisions of this Lease, the Association shall obtain and maintain at all times during the term hereof, with a responsible insurer, NAMING THE CITY AS AN ADDITIONAL INSURED, comprehensive general liability insurance against any loss or liability, personal injury or property damages, and any expenses of the parties against any claim, demands, payments, suits, actions, recoveries or judgments for damages which might result from the use, occupation or condition of the Premises in the amount of the then existing statutory limits of municipality liabilities presently codified in M.C.A. Section 2-9-108 (1999) and presently established as \$750,000 for each claim and \$1.5 million for each occurrence. The Association shall furnish a copy of such insurance policy and renewals thereof to the City and such policy shall not be canceled without a 30-day written notice to the City.
15. The Association shall not assign this Lease or any part thereof or sublet the whole or any part of the Premises without the prior written consent of the City, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Association may transfer this Lease to i) a successor related supporting non-profit entity, or ii) a bank or other financial institution as security for financing obtained by the Association in connection with the construction or repairs of the Facility, so long as the City's short term or long-term lease hold and ownership interests are not adversely affected, in the opinion of the City Council. The City shall execute such documents as are reasonably requested by a bank or financial

institution to reflect the City's consent to assignment of this Lease.

16. Any notice given hereunder shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed to the party to receive same at the address of such party shown above or such other address a such party may hereafter furnish to the other in writing. Any notice mailed in accordance with the preceding sentence shall be deemed to have been given at the time it is deposited in the mail.

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

THE CITY OF BILLINGS

BY

Charles F. Tooley
CHARLES F. TOOLEY, MAYOR

ATTEST:

Marita Herold Deputy City Clerk
MARITA HEROLD, CITY CLERK

THE BILLINGS AMATEUR HOCKEY LEAGUE

BY:

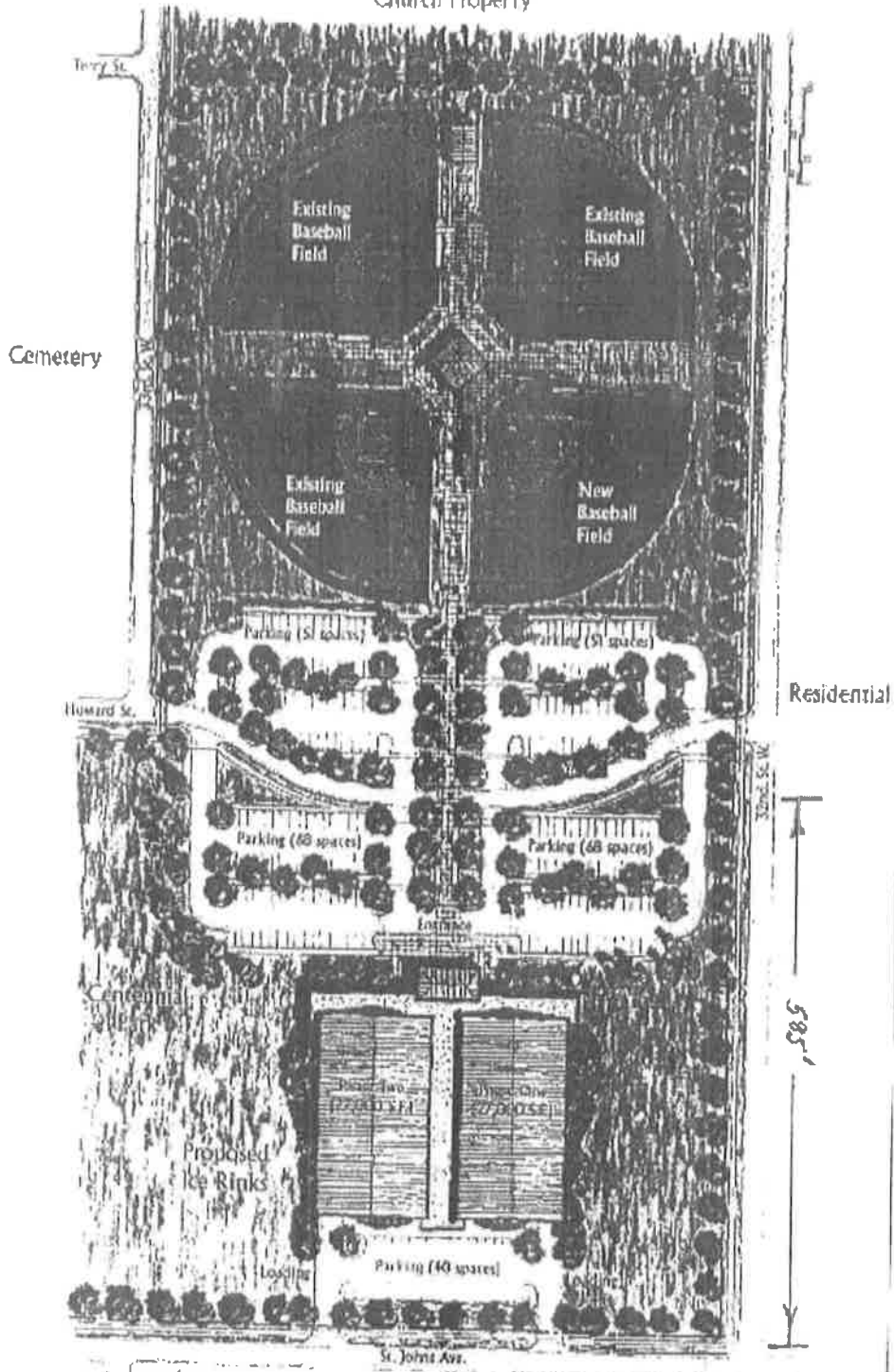
Donald Quinn

Its:

President

EXHIBIT 'A'

Church Property



Centennial West Ice Rinks



ASSIGNMENT OF LEASE

BE IT KNOWN, this ASSIGNMENT OF LEASE, is entered into and made between the undersigned:

BILLINGS COMMUNITY YOUTH FOUNDATION, INC. (BCYFI)("Assignee") whose address is 2070 OVERLAND AVE #104, BILLINGS, MT and

BILLINGS AMATEUR HOCKEY LEAGUE (BAHL) ("Assignor") whose address is P.O.BOX 21562,BILLINGS, MT on this 23RD day of JUNE, 2003.

By a certain Lease Agreement dated 05/08/2000 (the "Lease"), THE CITY OF BILLINGS, MONTANA ("Landlord") leased to Assignor as lessee the property more particularly described as: the parcel of unimproved land consisting of approximately 8 acres, located on 32nd Street West and St. John's Avenue, in the City of Billings, County of Yellowstone, State of Montana, and more particularly described in the attached Exhibit A of the lease herein assigned, hereinafter referred to as the "Property". All are attached as Exhibit 1.

Assignor desires to assign to Assignee, and Assignee desires to assume, all of Assignor's rights and obligations as lessee under the Lease.

Therefore, in consideration of the mutual covenants contained in Exhibit 2 and other valuable consideration received, and with the intent to be legally bound, the parties agree as follows:

Assignor hereby assigns the Lease and all of its right, title and interest thereunder to Assignee. Assignee hereby accepts such assignment. Assignee shall have all of the rights of Assignor under the Lease including, without limitation, any option to renew or extend the Lease and option to purchase the Property now held by Assignor, should any of the foregoing exist.

Assignee hereby assumes and agrees to be bound by all of Assignor's obligations under the Lease. Assignee shall perform all the terms, covenants and conditions of the Lease, including the payment of any required amounts to Landlord, after the date hereof.

Assignee shall indemnify and hold Assignor harmless from any and all claims, damages, expenses and liabilities of whatever nature, including attorneys' fees, arising under the Lease or relating to the Property after the date hereof.

Except as specifically modified herein, the Lease will continue in full force and effect.

This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first above written.

ASSIGNOR- THE BILLINGS AMATEUR HOCKEY LEAGUE

BY: [Signature] DATE: 7/3/03

ITS: President

LESSOR CONSENT TO ASSIGNMENT:
THE CITY OF BILLINGS

BY: [Signature]

ITS: Mayor

ASSIGNEE- BILLINGS COMMUNITY YOUTH FOUNDATION, INC.

BY: [Signature] DATE: 6/23/03

ITS: PRESIDENT



LEASE

This Lease Agreement is entered into this 8th day of May, 2000 by and between THE CITY OF BILLINGS, a Montana Municipal Corporation, by and through its duly constituted Park and Recreation Department, of Billings, Montana (the "City"), and THE BILLINGS AMATEUR HOCKEY LEAGUE, a non-profit corporation, of P.O. Box 21562, Billings, MT, 59104 (the "Association").

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. The City hereby leases to the Association, and the Association hereby leases from the City, the parcel of unimproved land consisting of approximately 8 acres, located on 32nd Street West and St. John's Avenue, in Billings, Montana, and more particularly described in the attached Exhibit A, which Lease shall be pursuant to the terms and conditions set forth herein (the "Premises"). The Association accepts the Premises in their "as is" condition.
2. The initial term of this Lease shall be for a period of 10 years commencing on the date hereof and ending on the 10th anniversary date of the commencement date.
3. Assuming that the Association is not, at the time of the exercise of its option, in breach of the terms of this Lease, the Association shall have successive options to extend this Lease for additional 10 year periods, on the same terms and conditions, which options shall be deemed to have been exercised by Association unless Association notifies City of its intent to terminate this Lease at the end of a term.
4. Rent during the term of this Lease shall be at a nominal rate of \$10 per year, payable in advance on the first day of each year of this Lease.
5. The Association intends to develop on the Premises a facility, which will include an indoor hockey arena, but which may, at the discretion of the Association, include other recreational uses and supporting uses such as a concession and retail store (the "Facility"). The Association is highly confident that it will over a period of time be able to raise sufficient funds to construct the Facility. The precise time frame for the raising of funds and the development of the facility is not known. Once funding is secured, the Association shall open up the Master Plan for Centennial Park for Public review and comment regarding the location and design of the Hockey Arena. The Association shall keep the City informed of its efforts and shall provide periodic progress reports to the City. The Association shall be deemed to be in compliance with this provision so long as the Association is making reasonable efforts to develop the Facility.

6. All costs associated with the development and construction of the Facility shall be borne by the Association. The City may provide in its budget such financial or other support as its consistent with its Charter and budgetary constraints. The Facility shall be constructed in compliance with all applicable city, and state building requirements. In addition, the Association shall be responsible for the payment of:
 - a. all taxes, if any, on the Premises or the Facility during the term of this Lease;
 - b. all utilities servicing the Premises or the Facility. The City shall, at no additional charge, turn on the irrigation lines to the Premises each year by May 1st and shall drain and disconnect the lines during the fall of each year;
 - c. all costs associated with the maintenance and repair of the Facility.
7. Notwithstanding the terms of the preceding section, the City shall maintain the Premises consistent with the maintenance practices in effect from time to time, pertaining to City parks.
8. Upon construction, the operation of the Facility shall be subject to the exclusive control of the Association. Moreover, the Facility shall not be used in any manner which would discriminate against any person on the basis of sex, marital status, age, physical or mental handicap, race, creed religion, color or national origin.
9. The City shall have the right to schedule events at the Facility, upon not less than 30 days' written request, but shall be obligated to pay the standard fee imposed by the Association for use of the Facility, and the Association agrees to cooperate with the City in scheduling such events. The Association may reject the City's request based on prior commitments or extraordinary circumstances, and the reasons for the rejection shall be set forth in writing.
10. In the event the Association should default in the performance of any covenant or condition of this Lease (including the payment of any rental installment due hereunder) and such default is not cured or removed within sixty (60) days after service of written notice of default upon the Association, then in any such events, the City shall have the right and option to terminate this Lease, to re-enter the leased premises, to evict the Association and to remove the Association's possessions, all without being deemed guilty of any trespass, and without prejudice to any claim by the City for damages for breach of covenant or for arrears of rent. Upon termination of this Lease, the Facility shall revert to and become the property of the City.

11. In the event either party resorts to judicial proceedings to enforce any rights under this Lease or to obtain relief for the breach of any covenants hereof, the party ultimately prevailing in such proceedings shall be entitled to recover from the defaulting party the costs of such proceedings, including reasonable attorneys' fees.
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13. The Association hereby indemnifies and agrees to hold the City harmless from and against any and all actions, claims, losses, judgments, payments, recoveries and demands arising out of the use, occupancy, or non-use of the Premises as herein provided, including, but without limitation on the foregoing, any carelessness, negligence, improper conduct or breach of this Lease, by the Association or its agents, employees, patrons, suppliers or licensees, and any costs, expenses and fees, including attorneys' fees, incurred by the City incident thereto. Notwithstanding the foregoing, the Association shall indemnify and save the City harmless from any such action, claim or demand arising out of the City's failure to perform its obligations under this Lease.
14. To further protect the City and ensure compliance by the Association with the foregoing provisions of this Lease, the Association shall obtain and maintain at all times during the term hereof, with a responsible insurer, NAMING THE CITY AS AN ADDITIONAL INSURED, comprehensive general liability insurance against any loss or liability, personal injury or property damages, and any expenses of the parties against any claim, demands, payments, suits, actions, recoveries or judgments for damages which might result from the use, occupation or condition of the Premises in the amount of the then existing statutory limits of municipality liabilities presently codified in M.C.A. Section 2-9-108 (1999) and presently established as \$750,000 for each claim and \$1.5 million for each occurrence. The Association shall furnish a copy of such insurance policy and renewals thereof to the City and such policy shall not be canceled without a 30-day written notice to the City.
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institution to reflect the City's consent to assignment of this Lease.

16. Any notice given hereunder shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed to the party to receive same at the address of such party shown above or such other address a such party may hereafter furnish to the other in writing. Any notice mailed in accordance with the preceding sentence shall be deemed to have been given at the time it is deposited in the mail.

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

THE CITY OF BILLINGS

BY: Charles F. Tooley
CHARLES F. TOOLEY, MAYOR

ATTEST:

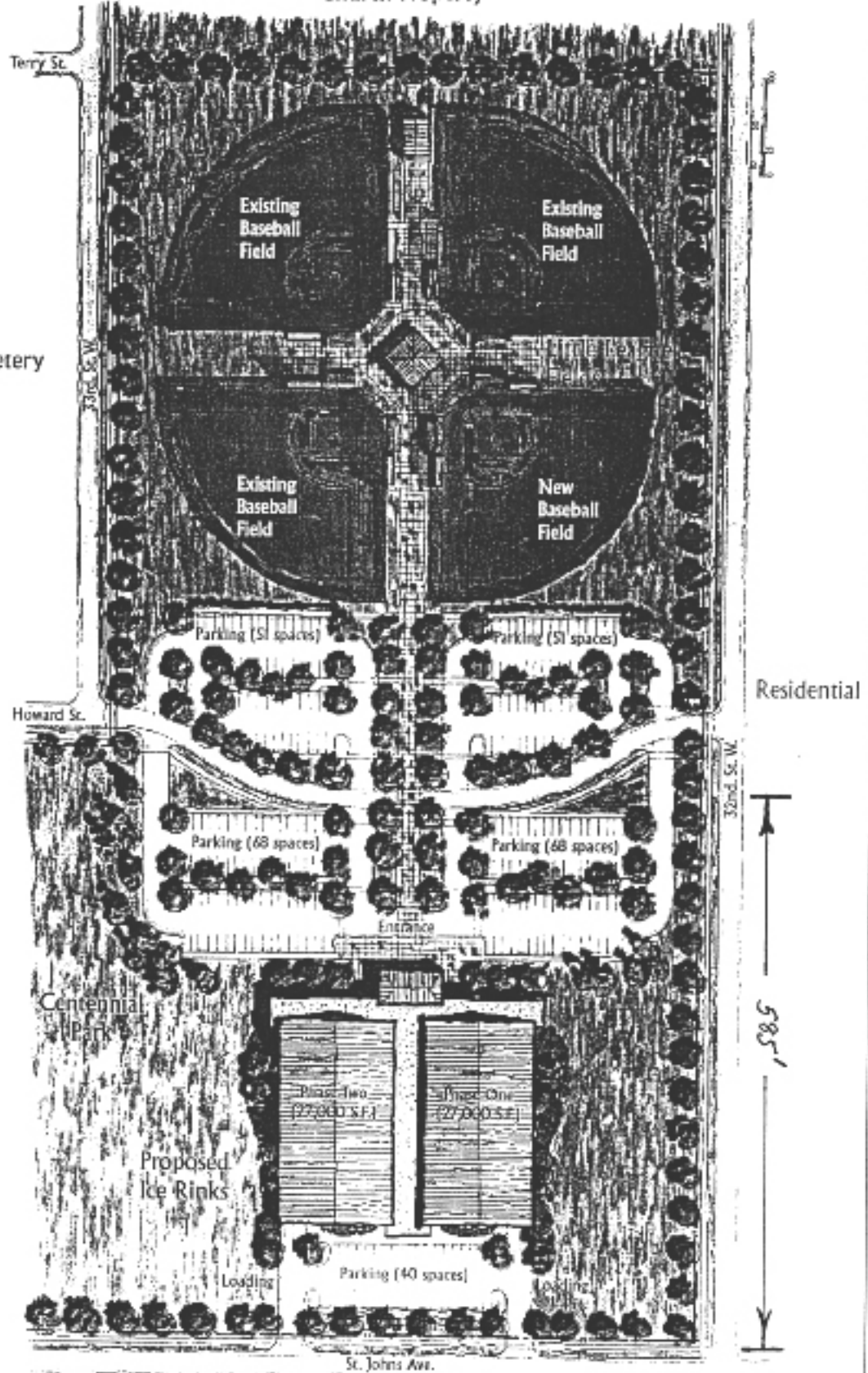
Colleen R. Schell-Berg Deputy City Clerk
MARITA HEROLD, CITY CLERK

THE BILLINGS AMATEUR HOCKEY LEAGUE

BY: David Owen
Its: President

EXHIBIT 'A'

Church Property



Cemetery

Terry St.

Howard St.

Centennial Park

Residential

St. John's Ave.

St. John's Ave.

Residential 600'

585'

Centennial West Ice Rinks

August 9, 1999

